

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 17, 2014
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER TOM WATT**
- A. 3. INVOCATION BY COUNCIL MEMBER TOM WATT**
- A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF FEBRUARY 26, 2014 AND THE REGULAR CITY COUNCIL MEETING OF MARCH 3, 2014**

Public Hearing

- B. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5810**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District at 1305 N. Sam Rayburn Freeway, being 0.40 acres in the J.B. McAnair Survey, Abstract No. 763 (Just BLW3, LLC, Owner; Just Brakes, Tenant; Wade Todd, National Site Solutions, Representative; and Underwood Drafting & Surveying (Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5811**
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil/Gas Well (Mustang 2H) in an R-1 (One Family Residential) District in the 5600 block of Farmington Road, being 76.54 acres in the William Martin Survey, Abstract No. 765 (Shepherd Rd. Sherman Partnership, Owners/Mineral Rights Owner; Taylor Charbonnet, Silver Creek Oil & Gas, LLC, Representative; and Michael Blake Brown, Topographic Land Surveyors, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00
- B. 3. PUBLIC HEARING FOR APPLICATION FOR A PERMIT TO DRILL AN OIL AND GAS WELL**
Consider Silver Creek Oil & Gas' Application for a Permit to Drill an Oil and Gas Well (Mustang 2H) in an R-1 (One Family Residential) District located in the 5600 block of Farmington Road, being 76.54 acres in the William Martin Survey, Abstract No. 765

Close Public Hearing and Consider Adoption of Ordinances

B. 4. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5810 and 5811

B. 5. 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

C. 1. RESOLUTION NO. 5845

Approving the Greater Texoma Utility Authority's Intention to Contract with Trojan Technologies, Inc. for Installation of the Ultraviolet (UV) Disinfection Equipment at the Wastewater Treatment Plant

C. 2. * RESOLUTION NO. 5846

Awarding a Bid to and Authorizing Execution of a Contract with Atlas Utility Company for the Purchase of Water Meters for the Utility Billing Department

Other Business

D. 1. OTHER BUSINESS

Receive Parks and Recreation Director Kevin Winkler's Presentation on an Offroad Bike Trail at Binkley Park

D. 2. * OTHER BUSINESS

Consider Request of the 2014 Earth Day Planning Committee to Temporarily Close Certain Streets for the "6th Annual Earth Day Festival" on Saturday, April 26, 2014

E. CITIZEN REQUESTS

F. MEDIA QUESTIONS

G. COUNCIL COMMENTS

Executive Session

H. 1. EXECUTIVE SESSION

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

- (a) Sherman Economic Development Corporation Board of
Directors

The Council reconvenes into General Session

I. 1. OPEN MEETING

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

J. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on March 13, 2014 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 13th day of March, 2014
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

Carolyn S. Wacker

Deputy Mayor

Robert G. Softly

Council Members

Ryan Johnson, Council-At-Large, PL #1

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

Lawrence Davis, Council – District #1

Robert G. Softly, Council – District #2

Tom Watt, Council – District #3

David Plyler, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 03/17/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

**APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF FEBRUARY 26, 2014
AND THE REGULAR CITY COUNCIL MEETING OF MARCH 3, 2014**

Attachments

February 26, 2014 Minutes

Fire Station Presentation

March 3, 2014 Minutes

STATE OF TEXAS §

February 26, 2014

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on February 26, 2014.

COUNCIL MEMBERS PRESENT: Mayor Cary Wacker; Deputy Mayor Robert Softly.
Council Members Davis, Johnson, Plyler, Sofey, Watt.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: George Olson, City Manager; Robbie Hefton, Assistant City Manager/CFO; Brandon Shelby, City Attorney; Mark Gibson, Director of Utilities; Scott Shadden, Director of Development Services; Don Keene, Director of Community and Support Services; Clay Barnett, Director of Public Works and Engineering; J.J. Jones, Fire Chief; Otis Henry, Police Chief; Mary Lawrence, Controller; Tammy Davis, Support Services Manager; Shawn Hackworth, IT Manager; Pam Cloer, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open

Receive the City of Sherman's Fire Station Overview

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Wacker called the meeting to order at 12:00 p.m., declared a quorum present, and opened the Called City Council Meeting.

RECEIVE THE CITY OF SHERMAN'S FIRE STATION OVERVIEW

Jeff Jones, Fire Chief, presented an overview of Sherman's Fire Stations, including call volume, response times, shifts in population and risk, areas of concern, and a roadmap for future decisions. Items that hinder and/or help in decisions about where to locate fire stations include geographic limitations, such as railroad tracks, high water locations, and one-way streets; and operational limitations, such as which apparatus will fit in which stations.

Chief Jones said fire stations are expensive to build, to operate, and to maintain. He added that decisions are made based on the best data available at the time and some of the decisions that were made 40 or 50 years ago may not serve the citizens of Sherman very well today. Only one of the current fire stations was built after the City began providing ambulance service. Other things that must be considered are where hazardous materials are located and how they are transported, and other possible threats to the community. Currently there are five fire stations in Sherman.

In 2006, the City hired a consultant to provide a report on fire department operations, which included an analysis of the fire station locations, staffing, response, and apparatus placement. Using that information, additional data was determined in 2008, including station design, response districts, public access and maintenance costs. It was found that projected growth to the north and the west would eventually lead to locations beyond what was considered an acceptable response time.

COUNCIL MINUTES – FEBRUARY 26, 2014

Since 2000, Sherman has experienced a 13% increase in population and a 16% increase in the service area. In 2000, the Fire Department answered just under 3,800 calls. In 2013, they had 6,219 calls for service. Those were individual alarms that resulted in almost 13,000 vehicle responses for the year.

Chief Jones said the year 2000 was before Sherman Town Center, before the Commons, before the development north of U.S. Hwy 82, and before Panda Energy. All those things must be considered before we talk about the current fire stations, the delivery, and the future, he added. The geographic, economic, and response factors make it harder to achieve an acceptable response time to the community.

Response times are designated by several entities and provide a plan of how far a fire station needs to be from a home or a business. The Insurance Service Office (ISO) indicates that a six minute response time is recommended, while the American Heart Association says five minutes.

The Insurance Service Office grades communities on three factors. The first is communication, and deals with the number of telephone lines actually coming into dispatch, how many operators are on duty, and how a call is processed. Sherman's process is pretty good. The ISO also grades the water supply, especially the number of fire hydrants in the City and how far away a house is from the fire hydrant. The third factor is the fire department itself, training records, how new employees are processed, continuing education, the number and type of apparatus a department has and how modern it is, daily staffing and the number of people responding to an event, and station locations.

Chief Jones reminded Council Members that in 2011, Sherman had an ISO study and improved their property protection class from an ISO rating of 3 to a rating of 1. In 2006, the consultant hired said that although Sherman had an ISO rating of 3 at that time, if they came and graded the community then, we would probably slip to a 4 and maybe a 5. Since 2006 there were significant improvements that allowed the City to achieve a better ISO rating.

He added that there are 3,295 Fire Departments in Texas that are graded by the ISO and of those, seven hold a property protection class rating of 1 and 33 hold a rating of 2. Sherman is one of the top rated, based on communications, water supply, and fire station locations.

Chief Jones said since 2000, Sherman has seen an increase of about 57% in the call volume, and since 2009 alone the increase has risen by 20%. Most of the calls are EMS calls.

Council Member Watt asked if a fire truck, ambulance, and command vehicle are sent to the same call, is that considered one call or three calls? Chief Jones said that is considered one call. The 6,200 calls for service involved almost 13,000 pieces of equipment on the road. Additional equipment is sent for ambulance calls because patients are getting bigger, the care they give is more complex, and the responders are doing more procedures on the scene. The chances for survival are higher if they can stabilize the patient before they are enroute to the hospital. He added that with an EMS call, the equipment is out of service for about one hour. Response time for an additional call will be longer if that response is from a different district.

Chief Jones said in 2003 the department had over 2,000 overlapping calls, where two or more things were happening at the same time. That number increased to 2,234 in 2013. Not only are they having more calls, but more calls that are happening at the same time, which limits their ability to provide an acceptable response time. ISO also looks at staffing and Sherman has added three firefighters in 2001 and another three in 2010.

Chief Jones discussed the locations and response time of each fire station, and the complexity of each district. Station 1 is located downtown in the Central Business District and has really good north, south,

COUNCIL MINUTES – FEBRUARY 26, 2014

east, west access from the station. The ladder truck is housed at this station, making it a “hub” for the other districts. The Central Business District is really busy during the day, but after 5:00 p.m. the population shifts, except during events. This puts the ladder truck in a position to respond to any part of the City. Central Fire Station also houses the administration, prevention, EMS, and training offices and has been in operation for 50 years. Fire stations generally have a 45 to 50 year life span.

Fire Station 2 is located on the Municipal Airport property and was built in 1984. This station gives good access to Sherman High School and to Austin College. Station 2 is very short and not all equipment will fit in this station. It also has limited space for personnel.

Fire Station 3 is the newest and has been in operation for 14 years. It was originally designed for three bays, however during construction it was changed to a two bay station. It has good access along U.S. Highway 82, at least to U.S. Highway 75, and along F.M. 1417, which has a lot of multi-family dwellings.

Fire Station 4 was built in 1968 and is located on land provided by Johnson & Johnson. Chief Jones said it is a good location and exits onto the service road of U.S. Highway 75. It has a basement where an inventory of equipment and supplies are kept. It is on a very popular corner and the property, along with the adjoining Texas Department of Transportation property, is valuable.

Fire Station 5 is located on Frisco Road, next to the railroad tracks, and was built in 1974. This is a busy station, especially for EMS. It provides good access to Dos Lagos and the North Hoad/Baker Road area. This station also has short access and is hard to enter with the larger equipment. During the last three years, Chief Jones said he has asked for Capital Improvement Program funds for some modest improvements. The station currently has only one restroom.

He added that none of the stations currently meet the ADA standards and are difficult for the public to access. Also today, none of the stations could accommodate female firefighters if Sherman had a diversified work force. Those are challenges that the staff will have as they move forward.

Chief Jones showed a map of the location of all fire stations and the 1.5 mile response time standards that would be determined by a six minute response time. Almost 20% of the calls are currently in the small area that lies north of U.S. Highway 82, between Loy Lake Road and Travis Street. Last year there were 1,106 calls in that district alone. This area includes Sherman Commons, Home Depot, Lowe's, two schools, eight assisted living and health care facilities, 24 restaurants, and retail businesses. At any one time, there could be 10,000 people in that area. Wal-Mart alone counts 8,000 people in their store daily. Chief Jones added that this area is outside the six minute response time.

Another area that is not covered is on the west side of town, however it does not have a high run volume. This area has lots of motor vehicle accidents, but not as many calls that are critical for the six minute response time. However, Chief Jones said this is where the future development will be located and future fire station development should take this into account.

Chief Jones also referenced a location where Fire Station 3 used to be located, saying it is a huge residential area with moderate density and a low call volume. In 2000, Fire Station 3 was moved from Alexander Street to F.M. 1417. He said the staff doesn't want to create more of these “donut holes” if the remaining stations are relocated instead of new stations constructed.

The consultant's report from 2006 and the study from 2008 were used to create a Fire Station Master Plan, to project a 15-year roadmap for where the growth would be and the projection of the fire station needs. As that study was being completed, the prospect of moving Fire Station 4 from its present location at U.S. Highway 75 and F.M. 1417 arose. The staff worked with the Sherman Economic

COUNCIL MINUTES – FEBRUARY 26, 2014

Development Corporation to select an alternate site. A site study has been completed, which will save time if and when they move forward with a new fire station. A location has been determined, soil issues have been assessed, and they know what the intersection will look like. Chief Jones said it takes three years from the time they decide to construct a new fire station until the new station is in service. With this preliminary work, they already have a station design and are now only 18 months from moving in.

He added that they also selected a generic concept fire station plan which could be used at other sites and modified as needed. They might change the façade to match the neighborhood, but the major work is completed. They have done preliminary planning for Fire Station 4 in case they decide to move the administration offices, add an Emergency Operations Center, or add another bay. They have also considered the possibility of running two ambulances out of the same station to serve the area more efficiently.

In providing a “roadmap,” Chief Jones said in the first year, it is important to select and secure a site for a north station, taking into account the thoroughfare plan, plans for development, and future needs. He also encouraged the Council to move forward with the modest upgrades to Station 5. There are roof and structural issues that need to be addressed as early as this year.

He felt in year two, the plan should include the start of construction on the north station, which would be 18 months from the beginning of construction until the “move in” which would occur in year three. At some point, Chief Jones felt it was important to identify the site for a new station in the west part of Sherman. This location would be driven by development. The relocation of Fire Station 4 could also move up or down in the plan schedule. Fire Station 4 is fine, but it is older. The location itself is not bad, but might be more valuable for other development.

Chief Jones reiterated that call volumes have increased 20% since 2009, 57% since 2000, and overlapping calls are increasing, which makes it harder to maintain response times. The ISO rating is critical for the homeowners. When Sherman went from an ISO of 3 to 2, it saved the homeowner \$100 to \$160 annually on their homeowner's insurance. He added that to reach an ISO of 1, Sherman would need another fire station to “fill the gaps.”

He added that Sherman's primary growth area is in the Town Center area and to the north, but there is also potential growth to the west that will eventually need to be addressed. The south station relocation will also need to be addressed at some point.

Council Member Watt asked if any specific locations had been reviewed yet. George Olson, City Manager, said the staff has not gone through that process. Council Member Watt asked if a “mini-station” could be located between Travis Street and Loy Lake Road, in the Town Center area. Chief Jones said you could put a station with one garage and sleeping for three people, but if the station holds an engine and an ambulance, it would be more flexible. He said you could build a station to accommodate future response, but only staff it with what is needed today. This would allow for growth as needed.

Council Members discussed the limits of the equipment as used in the current fire stations. Chief Jones said they purchased a 95 foot ladder on the ladder truck instead of a 110 foot ladder because the door on the fire station would only accommodate the 95 foot ladder. He did not want to be limited in providing services because he is restricted on the construction of a building. It should be functional for the community.

Mayor Wacker asked if he had a preference for where his special equipment was stored. Should it be spread around the City or concentrated in one place. Chief Jones said it depends on available parking spaces. He added that some of the specialized equipment would be better at some of the outlying

COUNCIL MINUTES – FEBRUARY 26, 2014

stations. Most extra equipment is currently stored at Central Fire Station because there is room. It is all uncovered and the staff must pick up the equipment and take it where it is needed. The areas where the equipment is stored should be enclosed and secure.

Council Member Watt asked if this issue was at a critical stage. Mr. Olson said it is close. They need to begin the planning process and move forward. The gap in service and the additional growth will not get any smaller. The staff is moving forward and feels that the issue needs to be addressed.

Mayor Wacker said during the budget process this year, the City Council is not deferring the decision making into the future any more. This is the year when the issues need to be reviewed and some “step one” decisions made so Sherman is positioned for the future. Mr. Olson said the City is not at a point where it will fail if something is not done, but as Sherman develops and grows, the call volume continues to increase, and federal changes to insurance requirements change the way EMS business is handled, it will have an impact on how Sherman delivers service. He added that Sherman needs to move forward.

Mayor Wacker said it would be an 18 month process to build a new Station 4, because the site has already been selected. A site has not been selected for a north fire station so that process would take 24 months to select a site and provide site studies and soil samples, before construction could begin.

Chief Jones said he felt all of the pre-budget issues that are being discussed “tie together.” For example, one of his challenges is high water locations. He must also have access to water and employees to serve. Eventually those issues must be addressed.

Council Member Sofey asked if the Council would have cost estimates for construction costs as well as staff for the stations. Mr. Olson said they would have cost estimates based on what the Council wants to do from a budgeting standpoint. Options will also be presented based on the cost estimates.

Council Member Davis asked how much land would be required for a generic fire station. Chief Jones said probably 2.5 to 3 acres, depending on the radius required to turn into a station, storage space required, and what departments would be located there. Fire Station 4 required 5 acres.

Council Member Watt asked if the administration was moved to the new station, would Central Fire Station be redesigned and used as a fire station only. Chief Jones said there always needs to be a first response in the Central Business District. That station is crowded with equipment, but he felt a fire station downtown would remain, but redesigned to accommodate personnel instead of storage for vehicles.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:43 p.m.

MAYOR

ATTEST

CITY CLERK

FIRE STATION OVERVIEW

FIRE STATIONS

- OVERVIEW
 - Call Volume
 - Response Times
 - Shifts in Population and Risk
 - Areas of Concern
 - Roadmap

PLANNING

- Geographic Limitations
- Operational Limitations
- Acceptable Risk
- Economic Factors

Response Criteria

- Emergency Medical Service
- Hazardous Materials
- Other Community Threat Assessment





SHERMAN GROWTH

Since 2000

13% Increase in Population

16 % Increase in Service Area

57% Increase in Fire
Department Call Volume







RESPONSE TIMES

- NATIONAL FIRE PROTECTION ADMINISTRATION
- Texas Commission on Fire Protection
- International City/County Management Assoc
- Insurance Service Office (ISO PPC)
 - 1 minute to receive and dispatch
 - 1 minute “turn out” time
 - 4 minutes travel time

American Heart Association – 5 minutes

ISO

- COMMUNICATIONS
- WATER SUPPLY
- FIRE DEPARTMENT
 - Training
 - Number and Type of Apparatus
 - Number of Men on the Fireground
 - Station Locations

ISO

2011 PPC improved from
“3” to “2”

3,295 Departments

7 – PPC 1

33 – PPC 2

Based, in part
on fire station locations



Sherman Fire Department - Press Release

SHERMAN, TEXAS. August 5, 2011 Sherman improves Property Protection Classification.

Based on improvements made in the Fire Department, Water Distribution and Dispatch, property owners in Sherman will soon see lower insurance rates.

The City was notified yesterday that the Property Protection Classification has been improved to a 2 from the previous rating of a 3.

The Insurance Service Office collects information on municipal fire-protection efforts throughout the United States. In each of those communities, ISO assigns the relevant data using a Fire Suppression Rating Schedule. ISO then assigns Protection Classification from 1 to 10. Class 1 generally represents superior

Run Volume

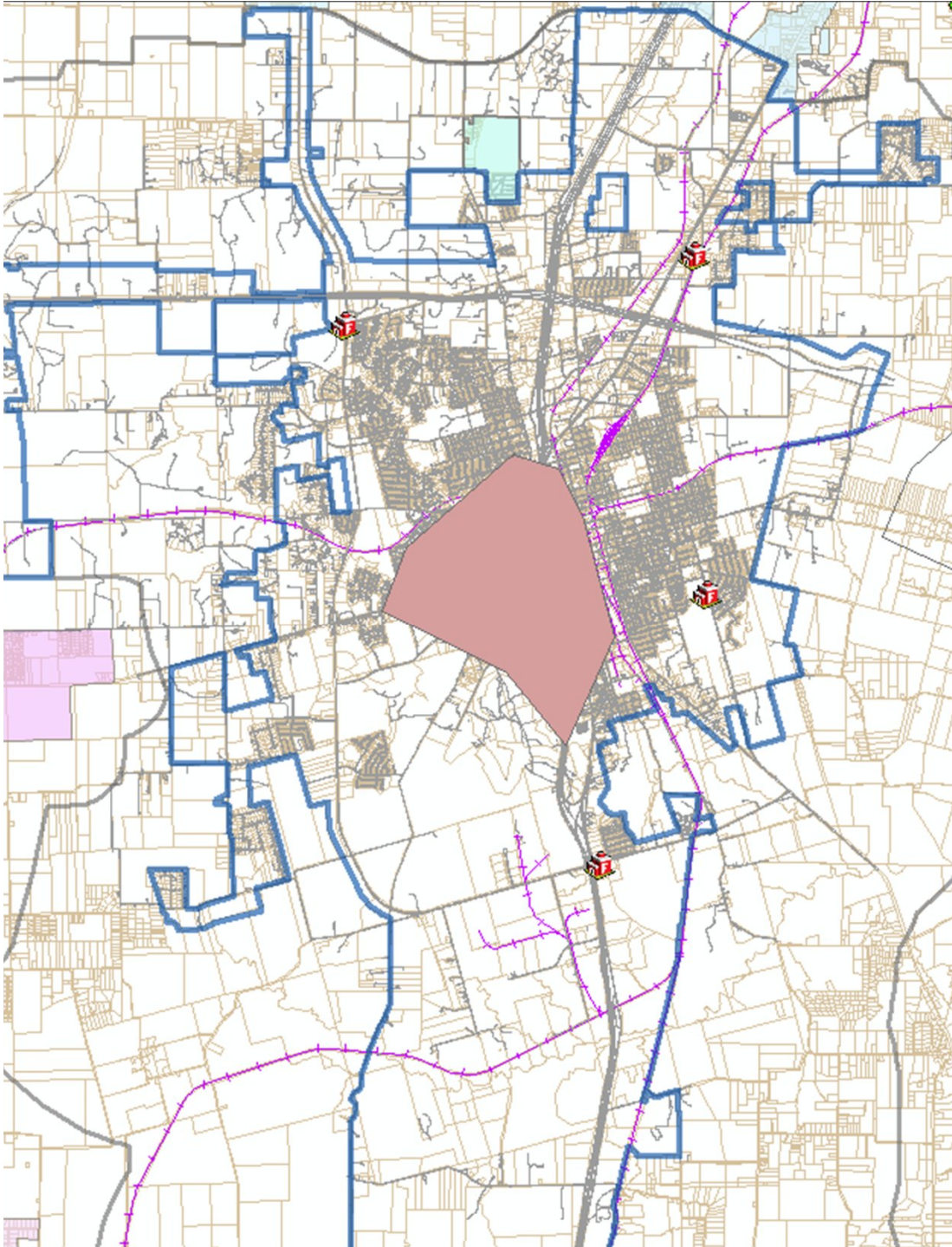
	2009	2010	2011	2012	2013
FIRE	206	223	302	272	194
MEDICAL	3,808	3,806	4,005	4,483	4,409
MVA	298	366	330	343	213
HAZMAT	214	147	187	172	120
PUBLIC SERVICE	868	928	1,018	531	1,088
FALSE ALARMS	209	212	200	389	195
TOTAL	5,603	5,682	6,042	6,190	6,219

20% Increase

Additional Factors

- Overlapping Calls
 - 2003 2,003
 - 2013 2,234
- Staffing
 - Added 3 firefighters in 2001
 - Added 3 firefighters in 2010

Fire Stations

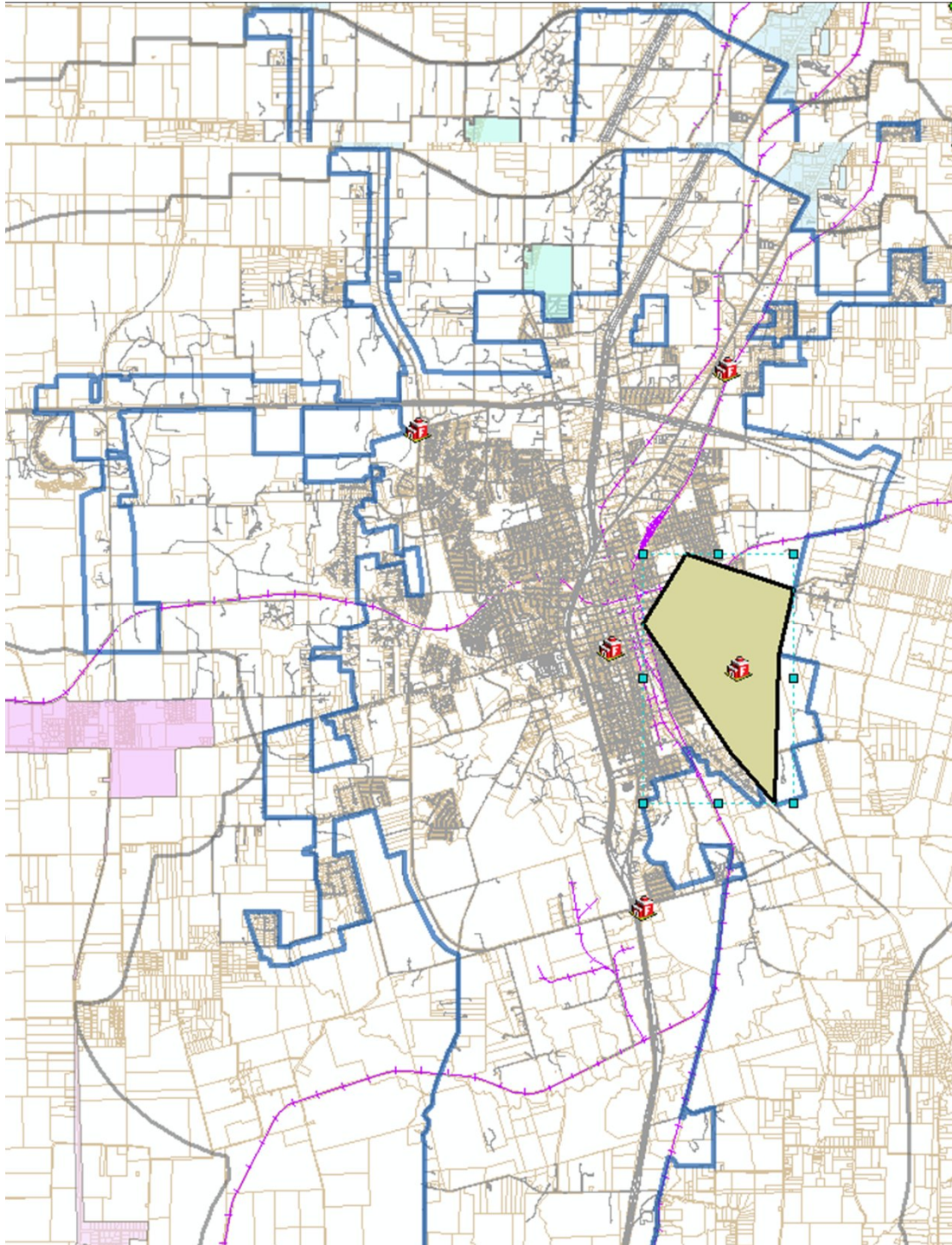


Fire Station 1

Good North/South Access
Central Business District

Ladder Truck
Battalion Chief

Administration
Prevention
EMS
Training

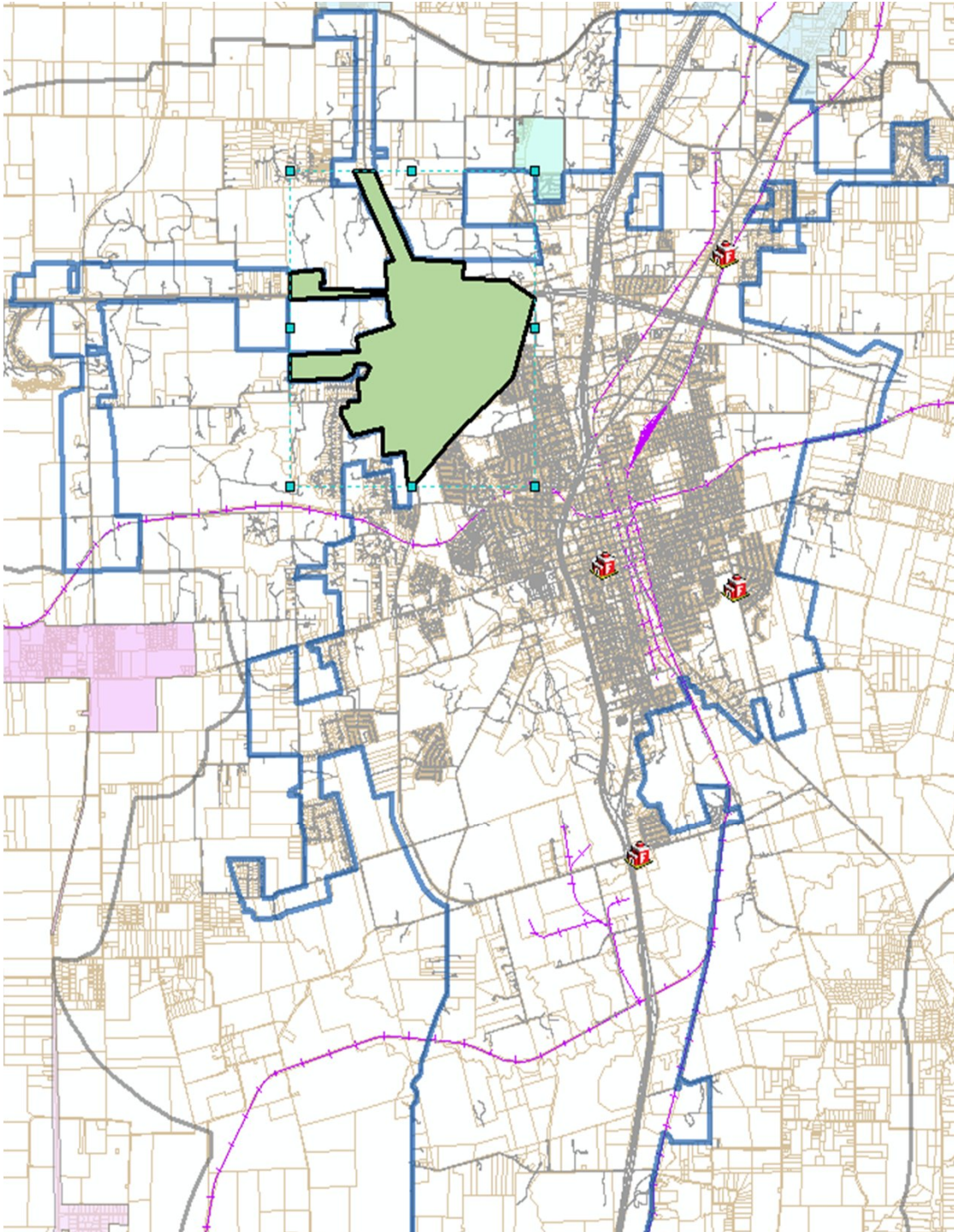


Fire Station 2

East of Railroad Tracks

High School
Austin College

Short
Limited Space for
Personnel



Fire Station 3

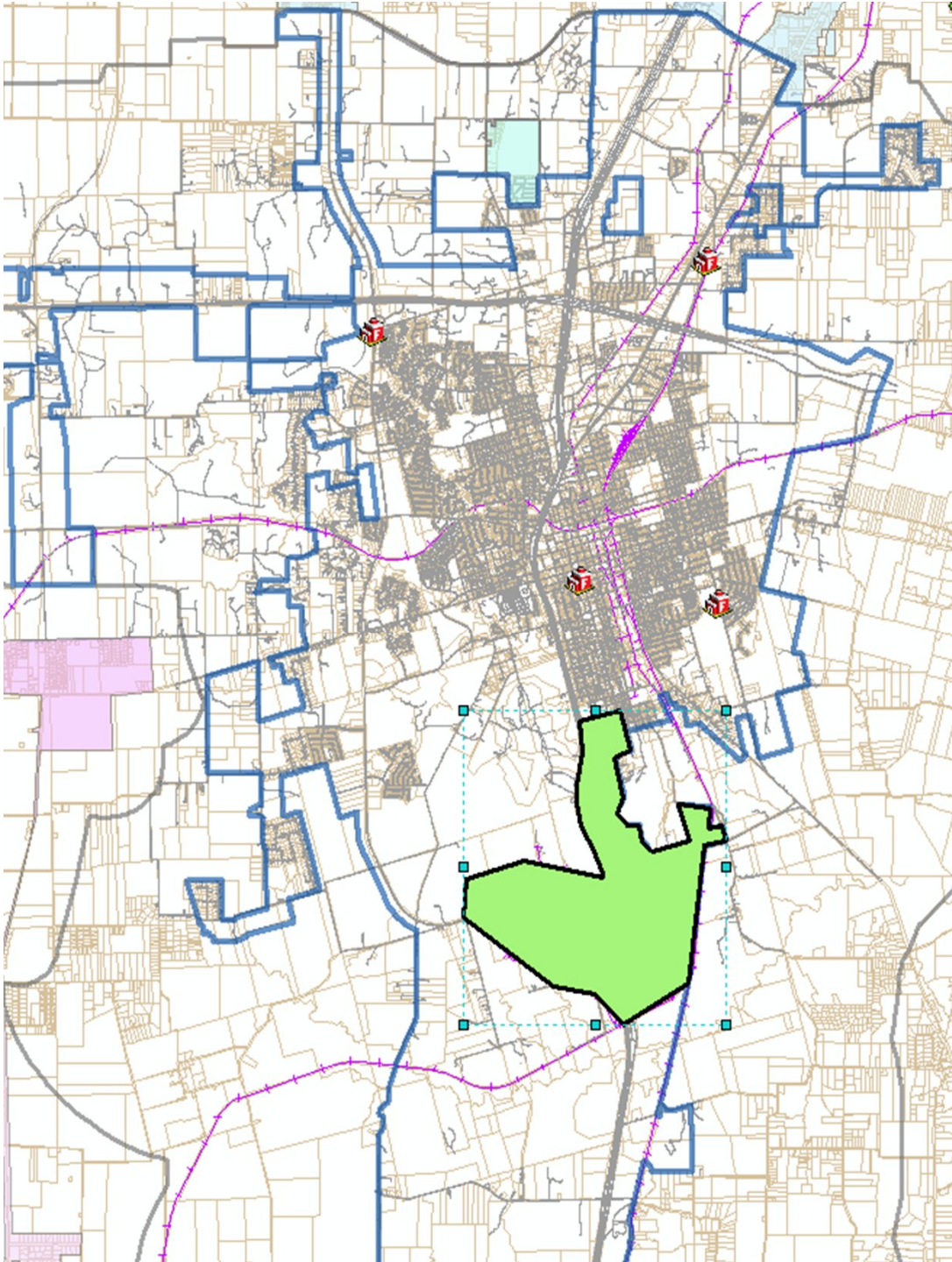
Newest Station
14 Years Old

Designed with room for
Ambulance Crew

Designed Changed during
Construction

Good Access to the North
and 82

Traffic Limits access to the
East



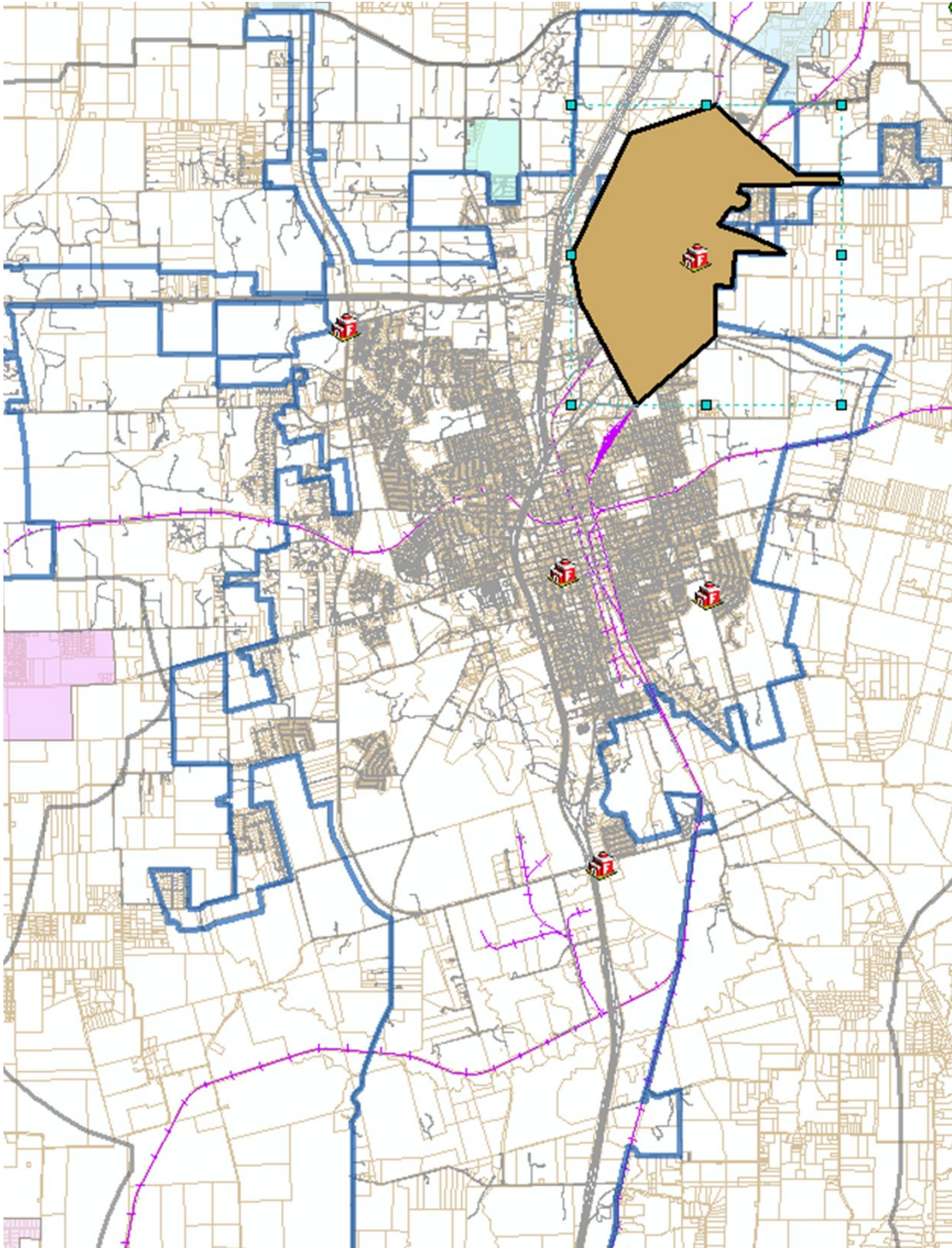
Fire Station 4

Location

Exits onto Highway 75

Popular Corner

Basement



Fire Station 5

Fronts onto Frisco

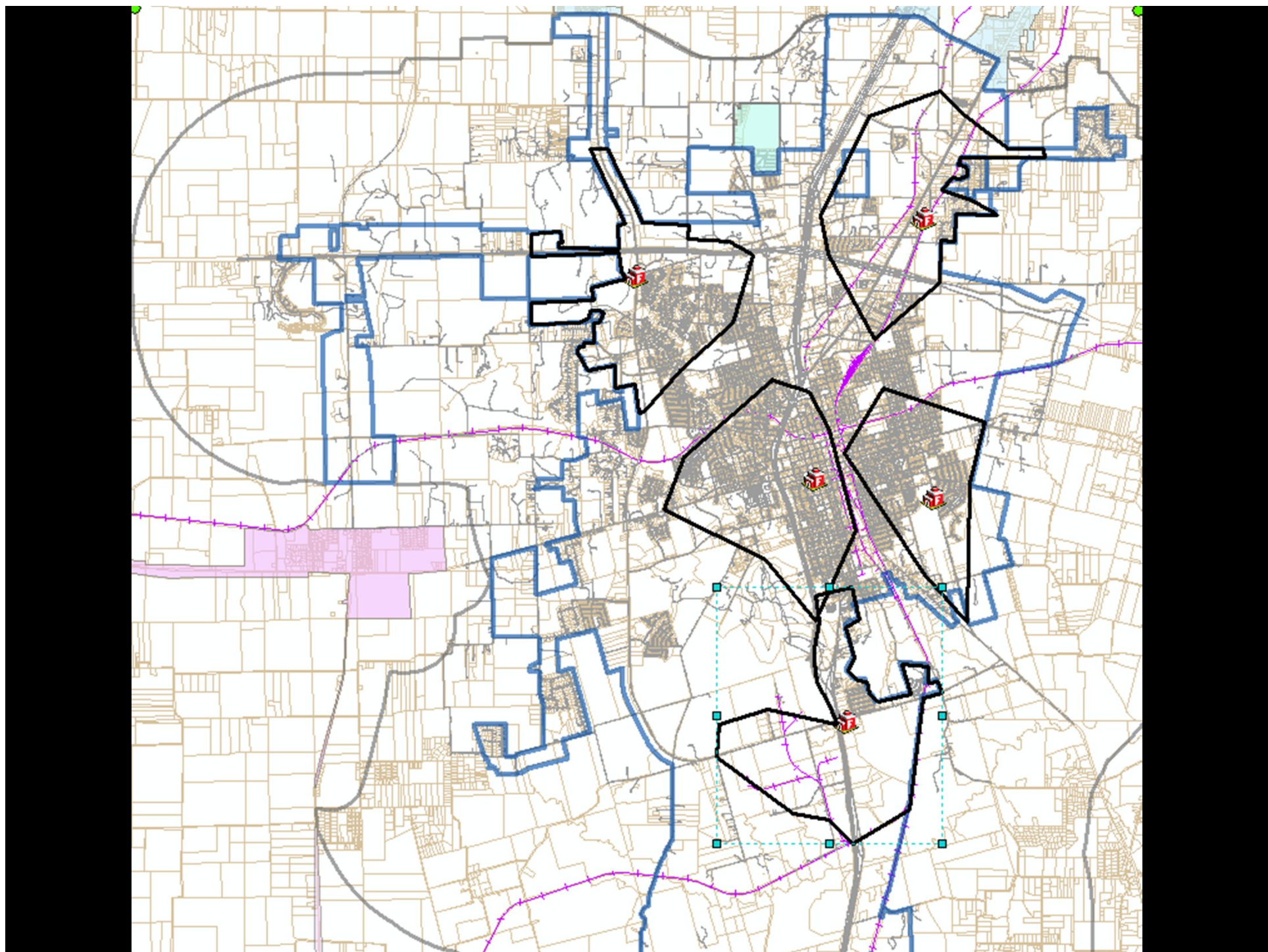
TRAIN

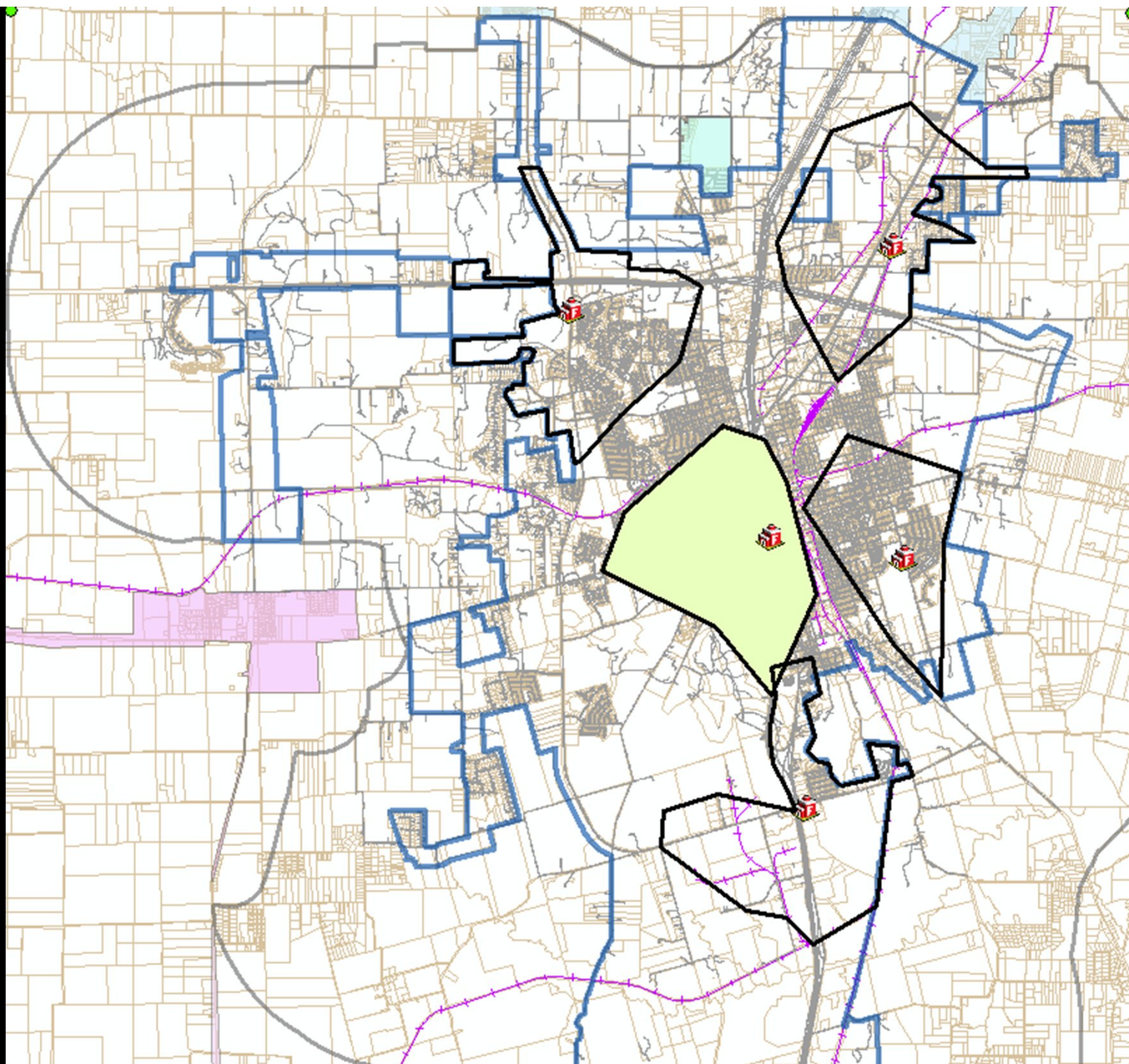
Short

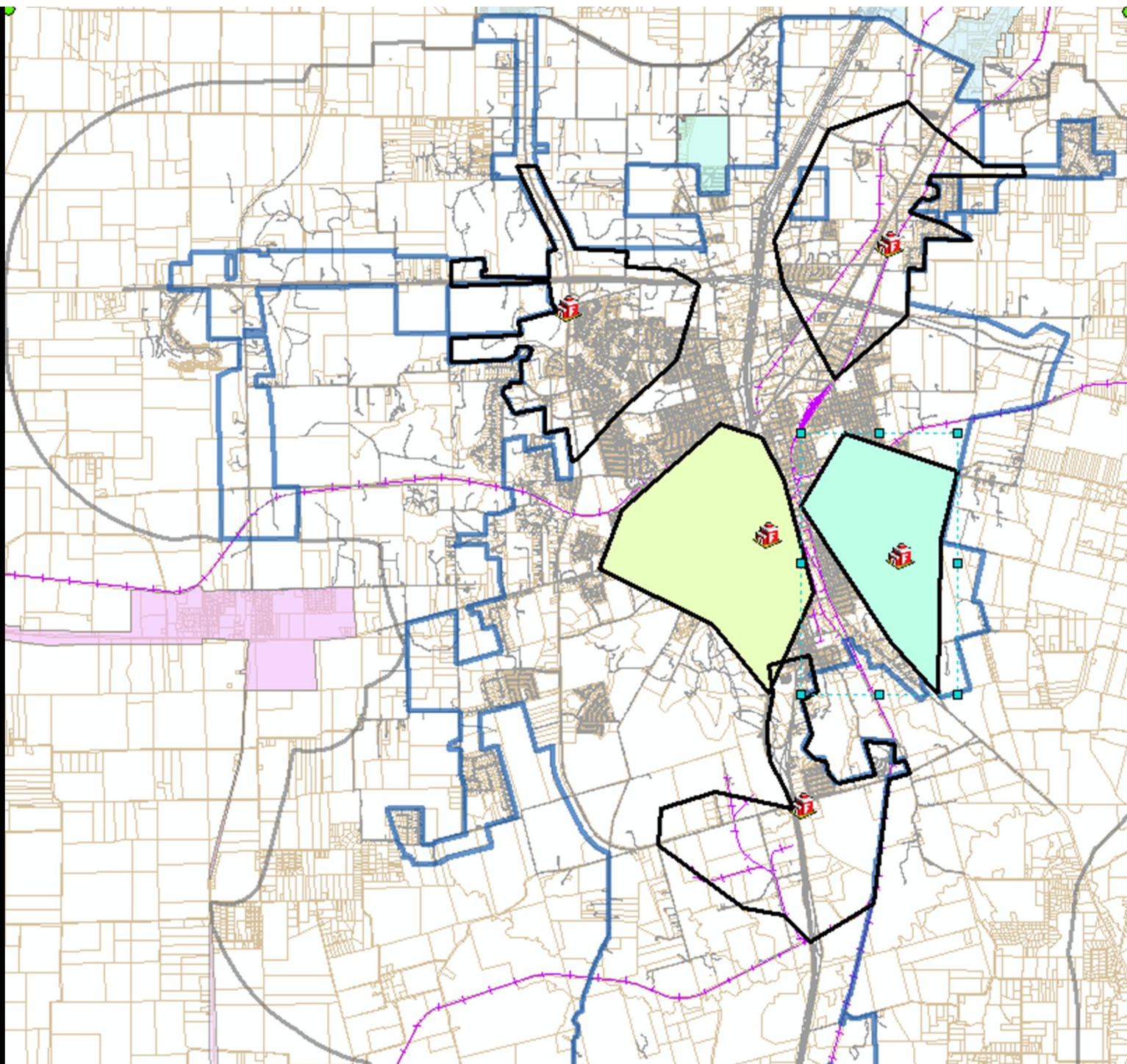
Dos Lagos

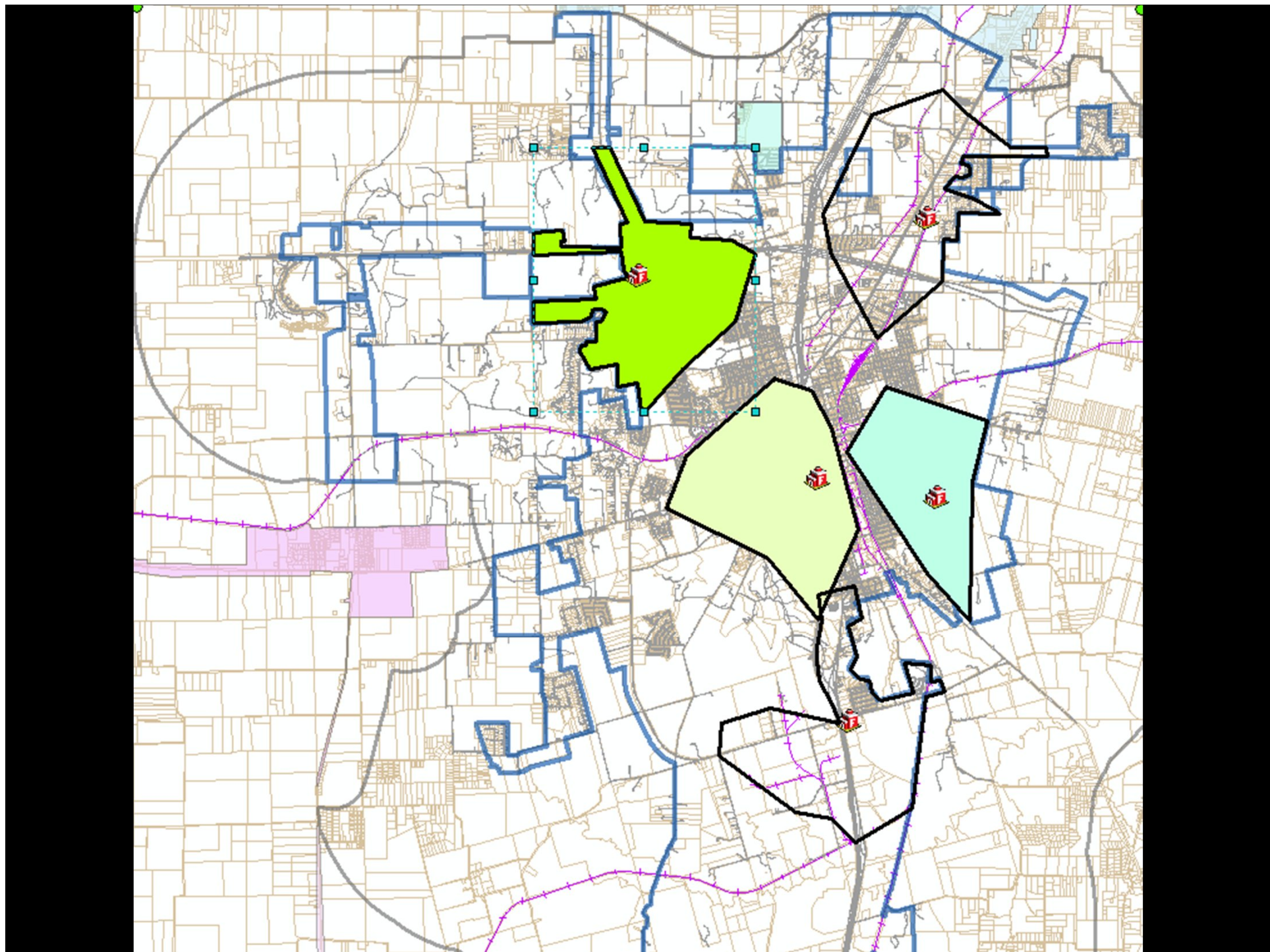
North Hoard/Baker

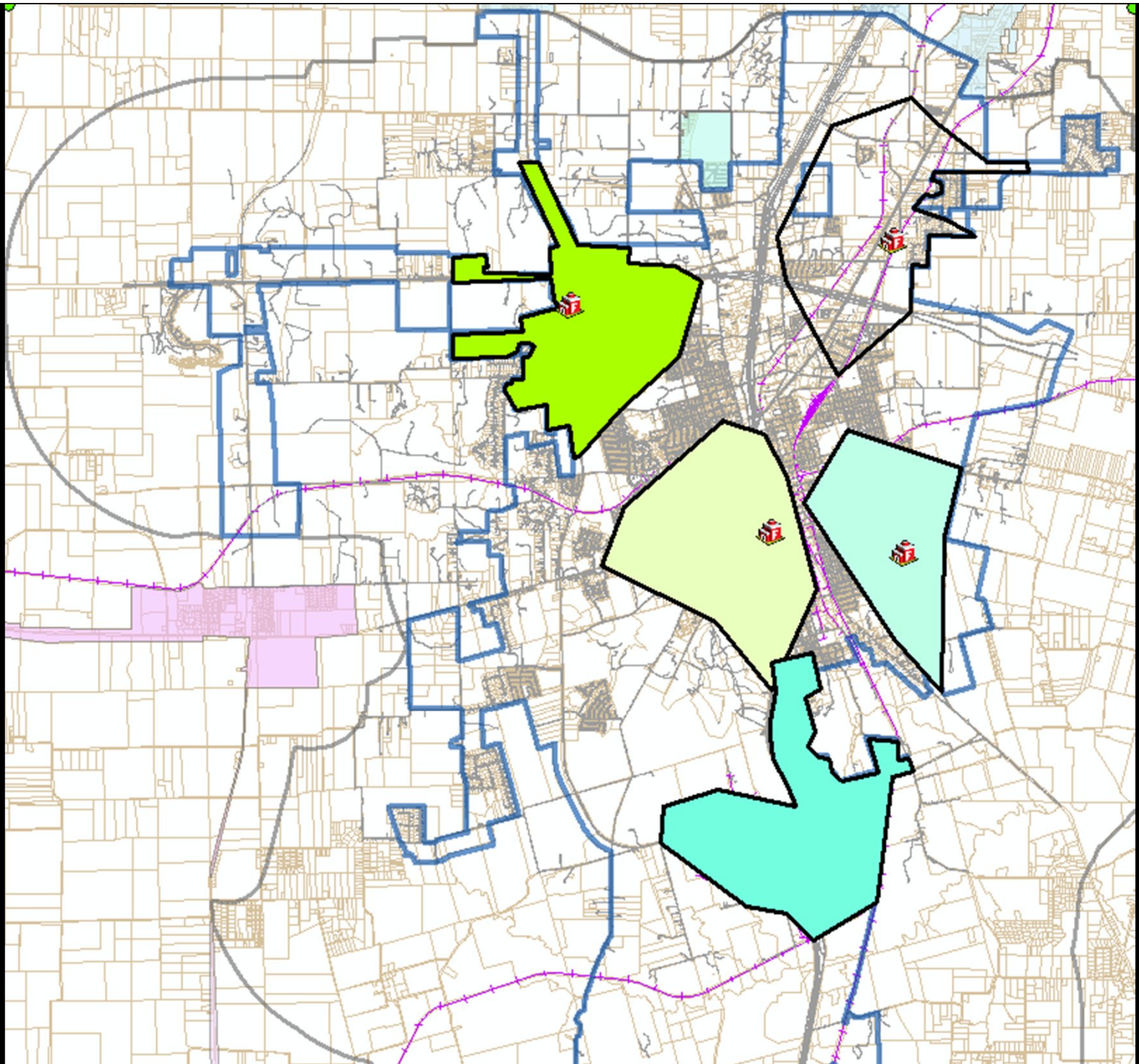
Busy Station !!

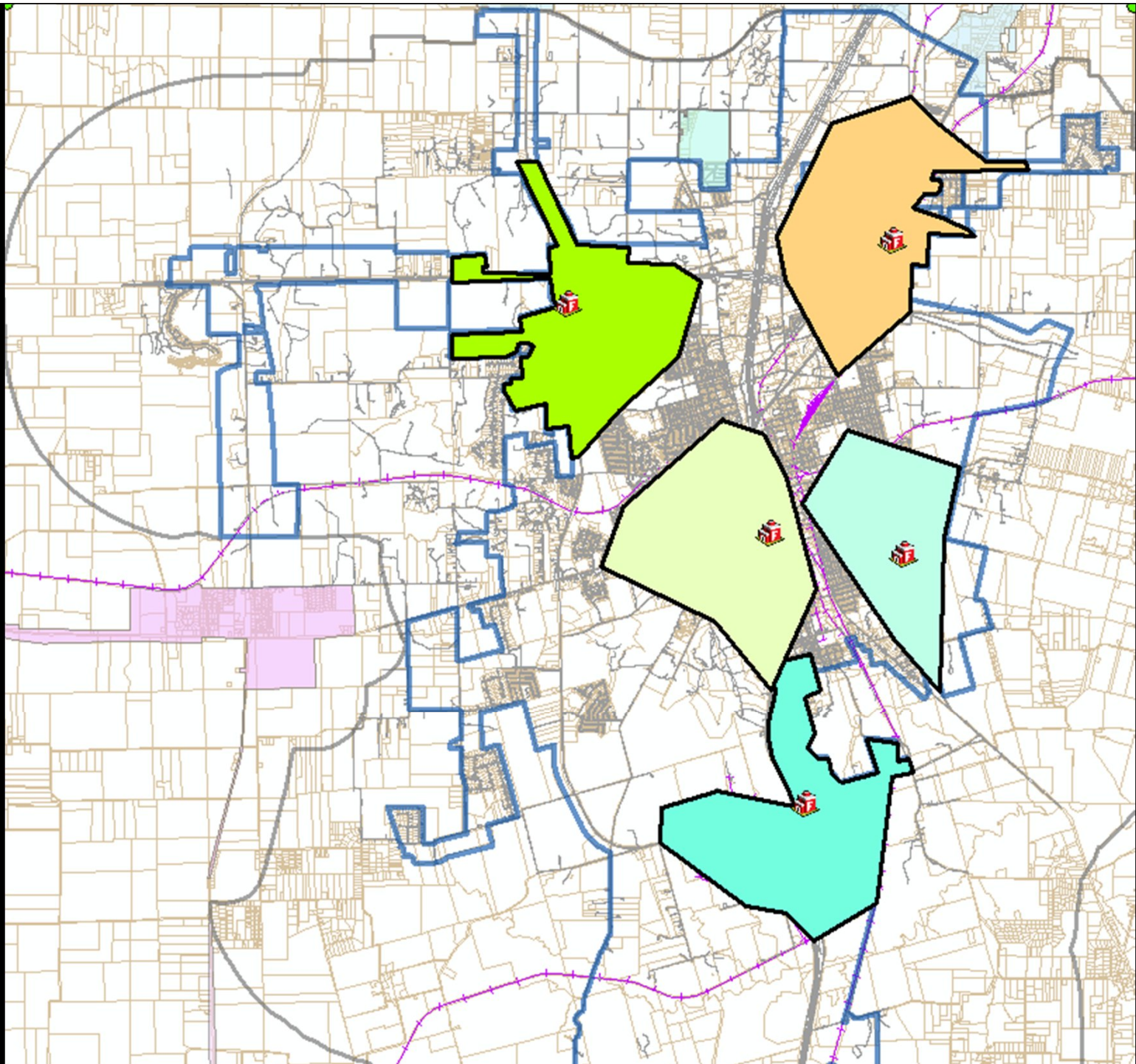


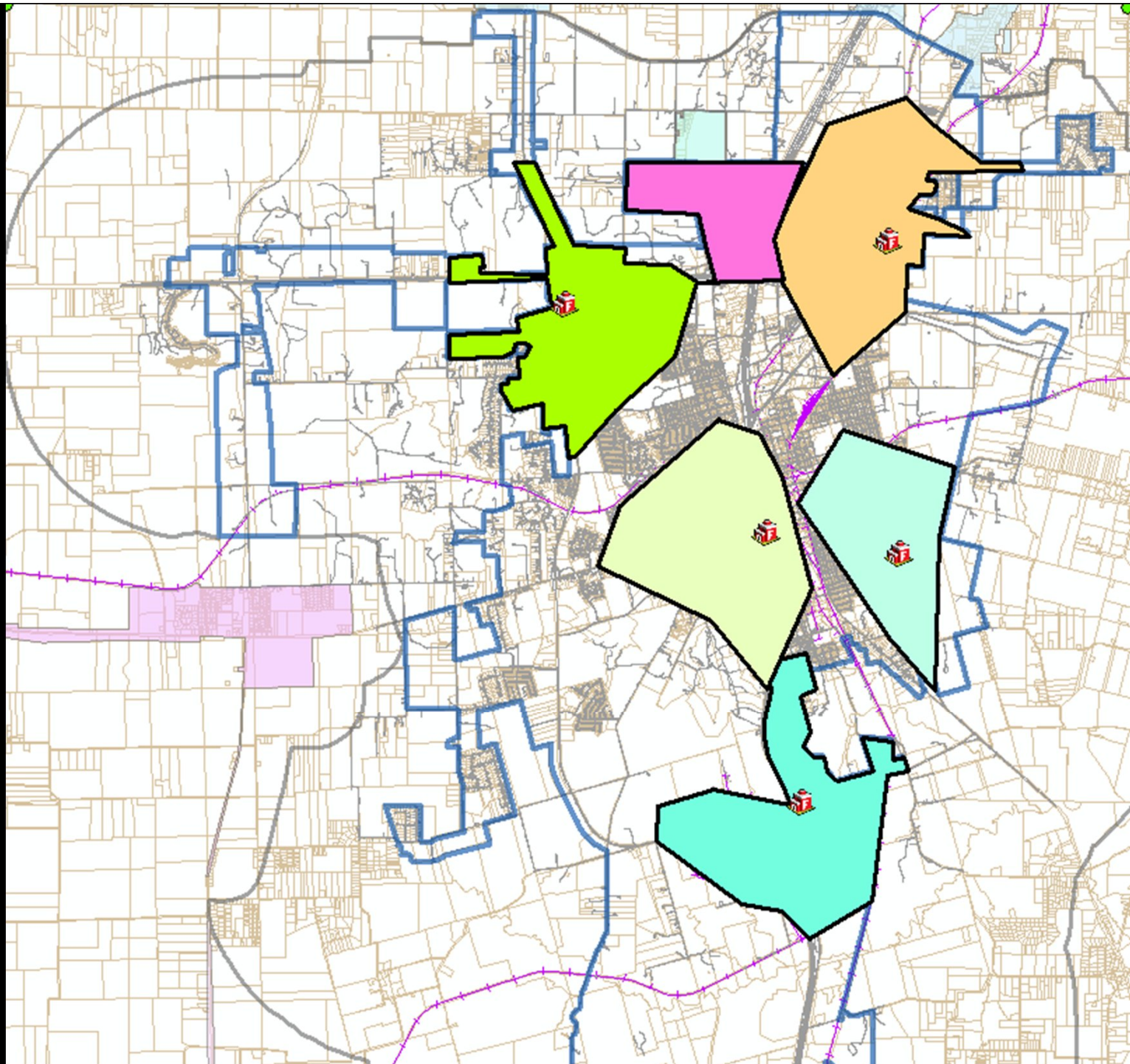


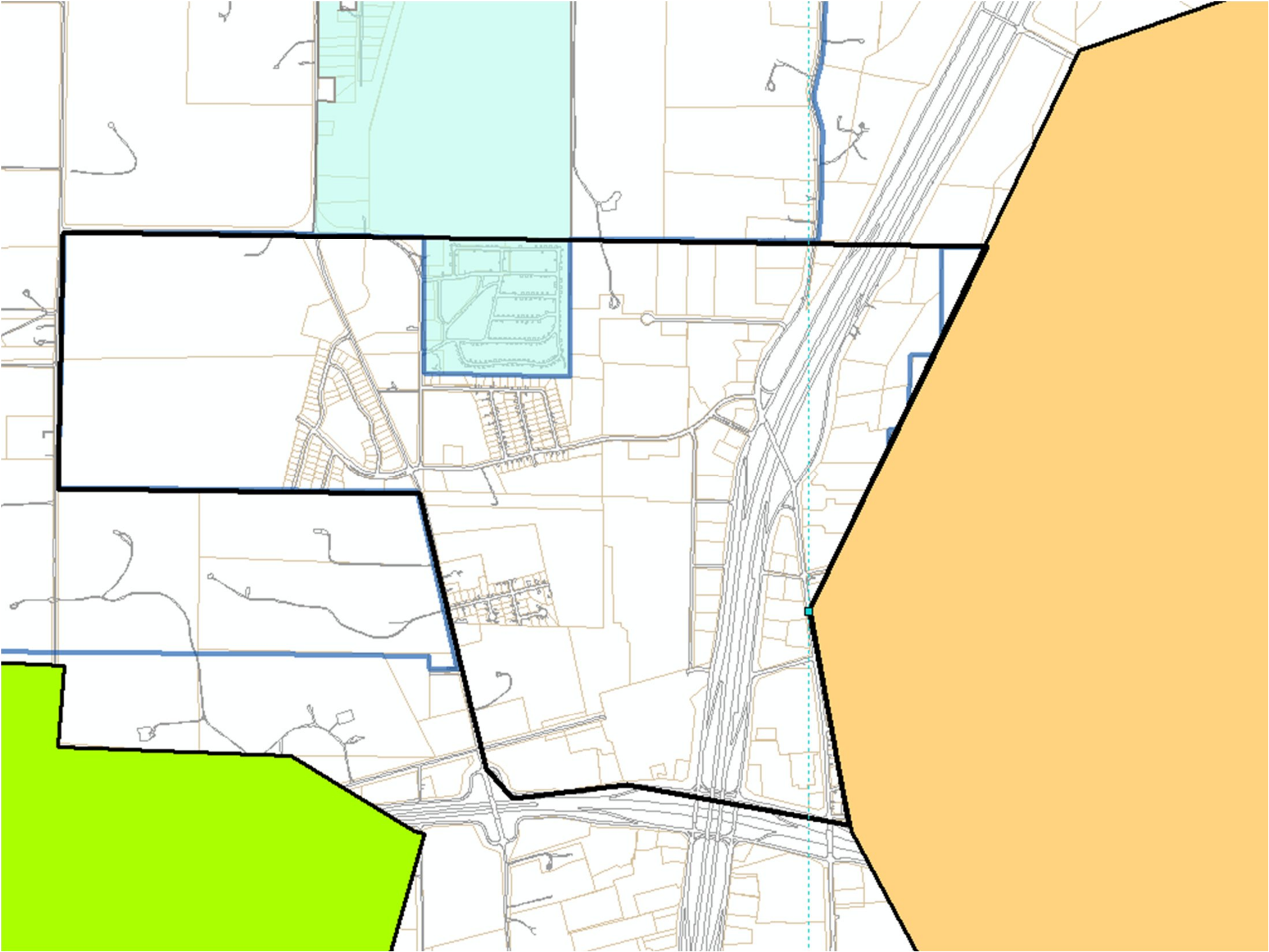












Run Volume

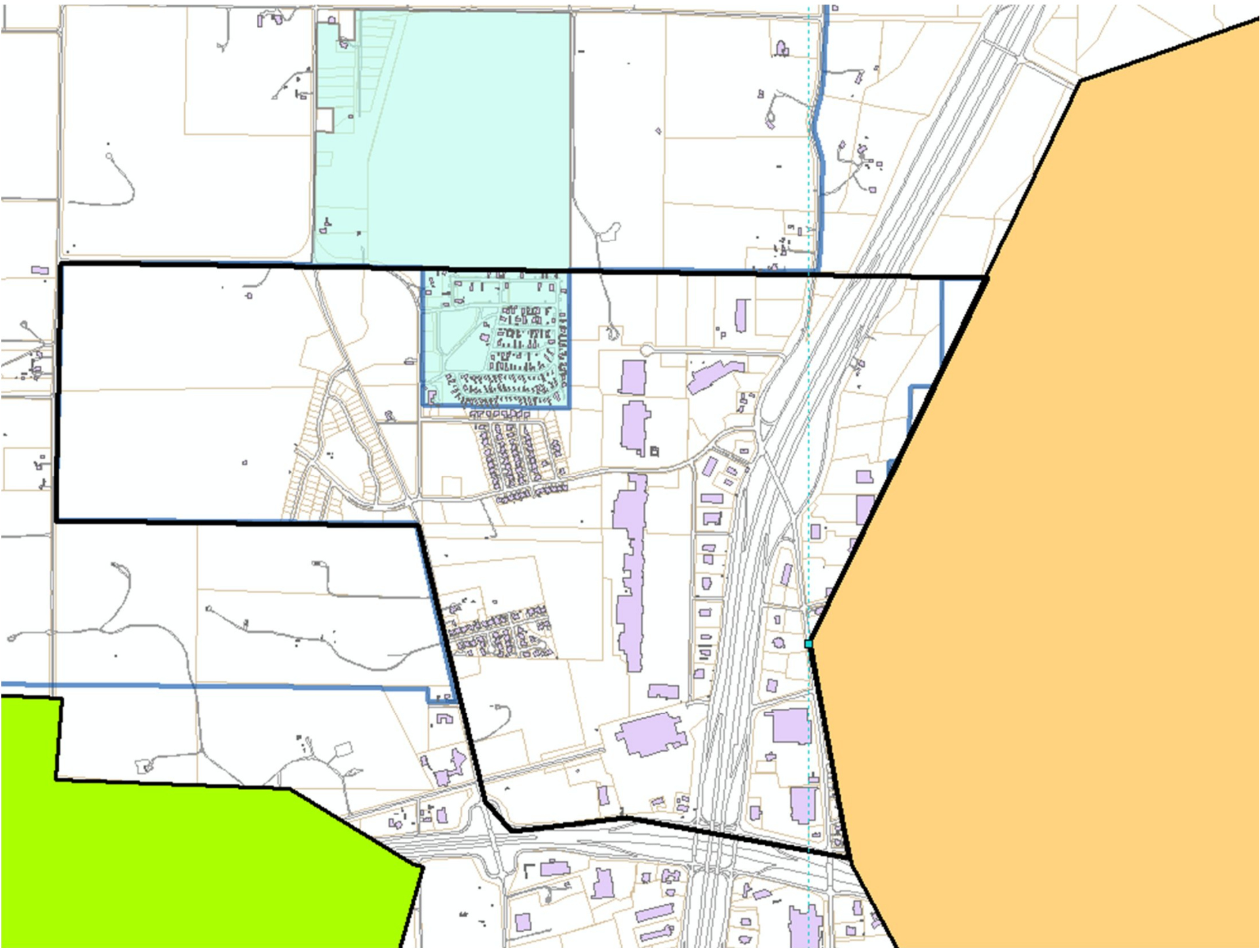
- Town Center
- Sherman Commons
- Home Depot
- Lowes
- Wal-Mart
- Sam's
- 8 Assisted Living & Surgical Centers
- 2 Schools
- 2 Hotels
- 24 Restaurants
- Retail

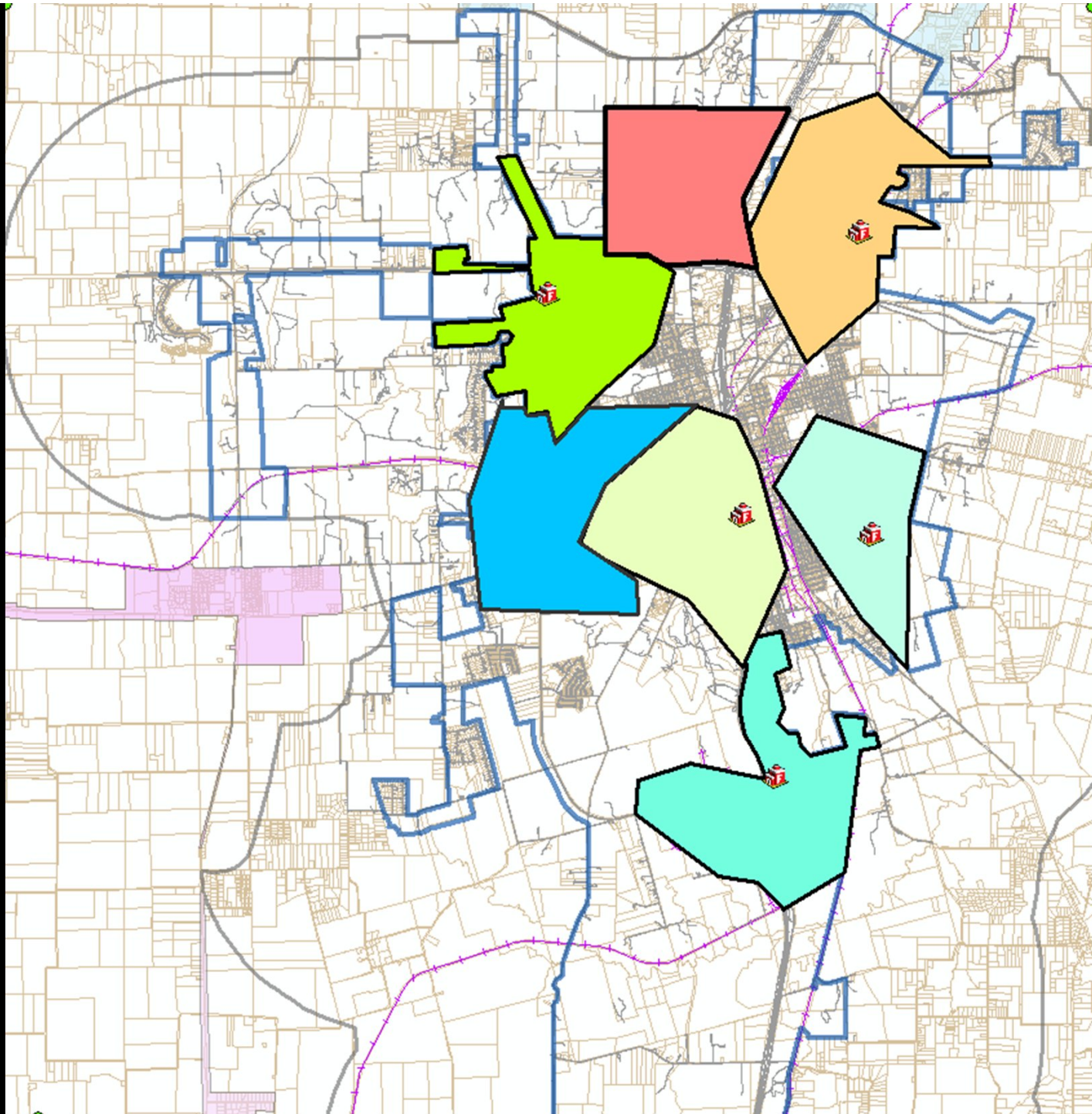
10,000 + People

Run Volume

- Town Center
- Sherman Commons
- Home Depot
- Lowes
- Wal-Mart 8,000 each day
- Sam's
- 8 Assisted Living & Surgical Centers
- 2 Schools
- 2 Hotels
- 24 Restaurants
- Retail

10,000 + People



















A vibrant sunset scene with a large, bright yellow sun partially obscured by a dark, silhouetted lighthouse on the left. A path of light, possibly a reflection or a beam of light, leads from the foreground towards the lighthouse. The sky is a deep orange-red, and the water below is dark with some lighter patches. The overall mood is serene and dramatic.

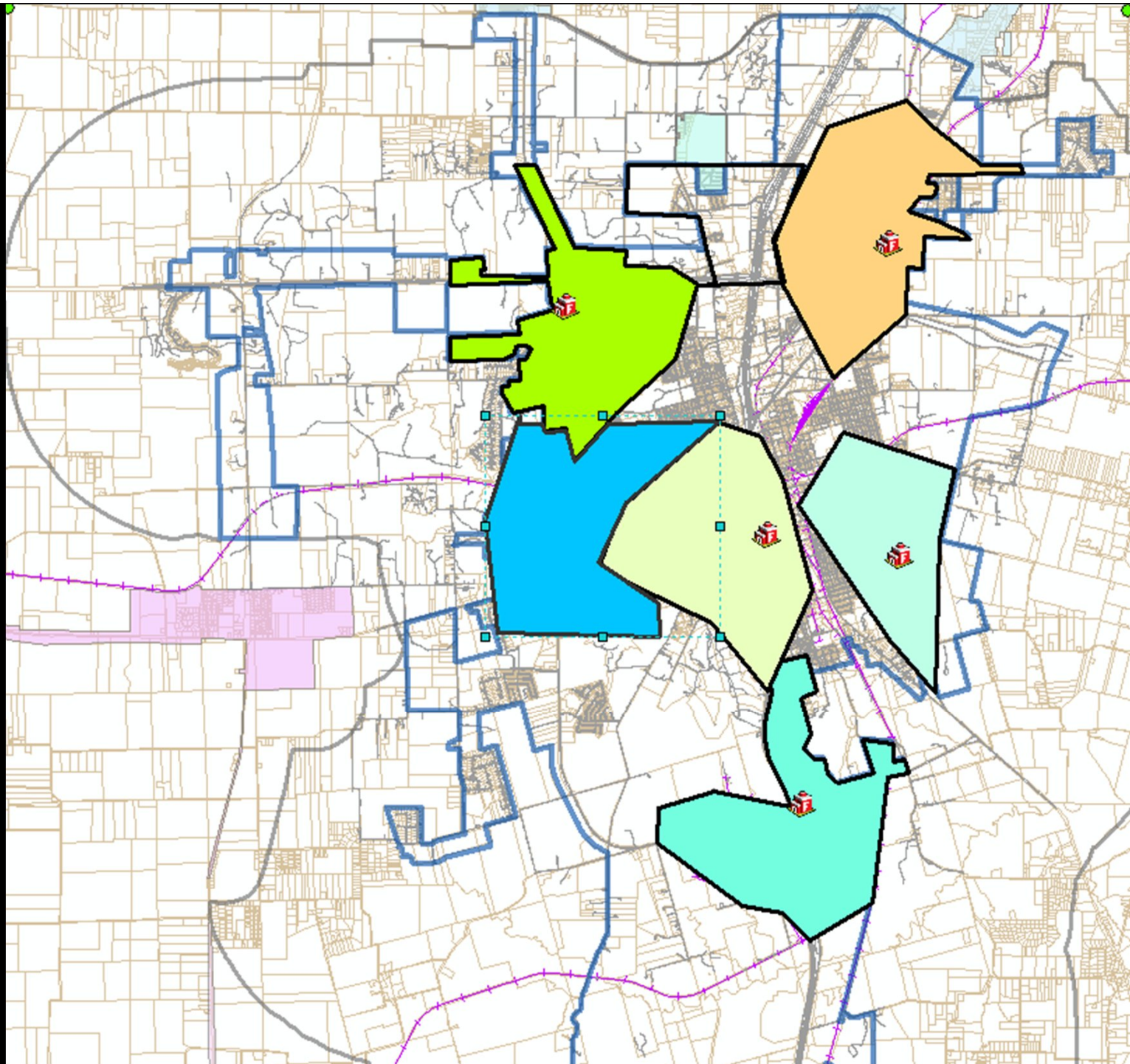
Year 1 – Site Selection for North Station
Station 5 Upgrade

Year 2 - Construction

Year 3 – Move In

Site Selection West

Station 4



Review & Questions

Call Volumes are Up

Maintain Response Times

Primary Growth Area

Town Center

North

Potential Growth to the West

South Station Relocation

STATE OF TEXAS

§

March 3, 2014

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 March 3, 2014.

MEMBERS PRESENT:

MAYOR CARY WACKER; DEPUTY MAYOR ROBERT
SOFTLY.

COUNCIL MEMBERS DAVIS, JOHNSON, PLYLER, WATT.

MEMBERS ABSENT:

COUNCIL MEMBER SOFEY.

CALL TO ORDER

Mayor Wacker called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Deputy Mayor Robert Softly.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of February 12, 2014 and the Regular City Council Meeting of February 17, 2014. Council Member Watt moved to approve the Minutes as presented; Second by Council Member Plyler. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PROCLAMATION

"IHOP'S NATIONAL PANCAKE DAY AND SHRINERS
HOSPITALS FOR CHILDREN DAY" – MARCH 4, 2014

Mayor Wacker presented a proclamation to Horace Groff, Representative of the North Texas Shrine Club, designating March 4, 2014 as "IHOP's National Pancake Day and Shriners Hospitals for Children Day."

"IHOP'S NATIONAL
PANCAKE DAY &
SHRINERS HOSPITALS
FOR CHILDREN DAY"
(MARCH 4, 2014)

Mr. Groff said IHOP has adopted Shriners Hospitals as one of their charities and they make a significant contribution to the hospitals. This allows Shriners Hospitals to care for children with orthopedic or burn issues. He thanked the City Council for recognizing the event.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 5839 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH 03
CONCRETE CONSTRUCTION, LLC FOR THE LOY LAKE
ROAD AND SARA SWAMY DRIVE IMPROVEMENT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH 03 CONCRETE CONSTRUCTION, LLC FOR THE LOY LAKE

RES 5839
LOY LAKE ROAD &
SARA SWAMY DR.
PROJECT

ROAD AND SARA SWAMY DRIVE IMPROVEMENT PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 5840 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER
MOWING AND LANDSCAPING COMPANY FOR THE 2014
PUBLIC WORKS MOWING PROGRAM

RES 5840
MOWING CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLOVER MOWING AND LANDSCAPING COMPANY FOR THE 2014 PUBLIC WORKS MOWING PROGRAM.

Jim Cross, Assistant Public Works Director, said currently there are approximately 70 locations, ranging from medians to stretches of roadway, that they are responsible for trimming for both looks and safety.

Several years ago right-of-way mowing was performed by the City of Sherman. Now some of the mowing is completed by the City, but the majority is completed by contractors. This allows the City to continue the job, while reducing the cost.

Bids are received on a per mow basis so each area can be identified with a specific cost. The mowing season is approximately seven months, from March to October, and there is a minimum frequency for mowing each area.

George Olson, City Manager, added that the City also has other contract mowing for the parks and that renewal will be bid next year.

ACTION TAKEN.

Motion by Council Member Johnson to approve Resolution No. 5840, as presented. Second by Council Member Watt.

VOTING AYE: Davis, Johnson, Plyler, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION 5841 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH
HEARTLAND ASPHALT MATERIALS, INC. FOR AN ANNUAL
SUPPLY OF CRS-2 AND CRS-2H EMULSIFIED ASPHALT

RES 5841
EMULSIFIED ASPHALT
ANNUAL CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH HEARTLAND ASPHALT MATERIALS, INC. FOR AN ANNUAL SUPPLY OF CRS-2 AND CRS-2H EMULSIFIED ASPHALT.
CONSENT AGENDA.

RESOLUTION 5842 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES
THORPE COMPANY FOR AN ANNUAL SUPPLY OF
CRUSHED ROCK COVERSTONE

RES 5842
CRUSHED ROCK
COVERSTONE
ANNUAL CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JAMES THORPE COMPANY FOR AN ANNUAL SUPPLY OF CRUSHED ROCK COVERSTONE.
CONSENT AGENDA.

RESOLUTION 5843 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MORRISON SUPPLY COMPANY, INC. FOR AN ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MORRISON SUPPLY COMPANY, INC. FOR AN ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS.
CONSENT AGENDA.

RES 5843
WATER & SEWER
MAINTENANCE
ANNUAL CONTRACT

RESOLUTION 5844 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH ALBERTO M. ORELLANA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1003 NORTH BRENTS AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH ALBERTO M. ORELLANA FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1003 NORTH BRENTS AVENUE.
CONSENT AGENDA.

RES 5844
RESIDENTIAL TAX
ABATEMENT
(1003 N. BRENTS)

CHANGE ORDER NO. 1
WASTEWATER TREATMENT PLANT EAST BAR SCREEN REPLACEMENT PROJECT; JERRY PAUL HIGGINS, LTD.:
\$2,898.00 INCREASE

The City Council approved Change Order No. 1 to Jerry Paul Higgins, LTD, for an increase of \$2,898 for the Wastewater Treatment Plant East Bar Screen Replacement Project.

CHANGE ORDER
WWTP EAST BAR
SCREEN
REPLACEMENT
PROJECT

The original contract was for installation of a new bar screen at the Wastewater Treatment Plant. Following installation of the bar screen, it was discovered that existing electrical conduits do not contain enough wiring to support the operation of the screen. The change order is for the extra work of the contractor to install the new conduit and wiring to facilitate operation of the newly installed equipment.

The project is funded by the Greater Texoma Utility Authority and they also approved the change order. The revised contract amount is \$219,448.
CONSENT AGENDA.

OTHER BUSINESS
ACCEPT ANNUAL AUDIT REPORT FOR YEAR ENDED

ANNUAL AUDIT

SEPTEMBER 30, 2013 FROM ADAMI, LINDSEY AND COMPANY, L.L.P.

Brian Grisham, Auditor, Adami, Lindsey and Company, presented the City's Annual Audit Report for the year ended September 30, 2013.

The Financial Statements, Disclosures, and the Comprehensive Annual Financial Report have been prepared by management, and they have the responsibility for the accuracy and completeness of those statements. By issuing the Comprehensive Annual Financial Report, the City is able to demonstrate its accountability to the public, its debt holders, and others.

The procedures performed enabled the Auditors to issue an unmodified or "clean" opinion on the City's financial statements, meaning that the financial statements are free of material misstatement and properly present the City's financial position and results of operations for the 2013 fiscal year.

The Comprehensive Annual Financial Report is divided into three sections, introductory, financial, and statistical. The introductory section includes the transmittal letter from management and other information that gives a general profile of the City.

The financial section includes the independent auditor's report, management's discussion and analysis, a narrative discussion of the financial statement presentation, certain condensed financial information, and analysis and highlights of financial activities during the year. The statistical section includes operational, economic, and historical data for the City, on a multi-year basis.

In conclusion, Mr. Grisham said the City is in good financial condition and the books and records were maintained in good order. He thanked the financial staff for their help on the project.

Mayor Wacker thanked the Audit Committee, composed of Deputy Mayor Softly, Council Member Johnson, and Council Member Davis for their review of the Annual Audit.

ACTION TAKEN.

Motion by Council Member Davis to accept the Annual Audit Report for the year ended September 30, 2013, as presented. Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF 95.436 ACRES OF LAND NORTH AND EAST OF MATHIS LANE IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; AND DIRECTING THE

ANNEXATION OF
95.436 ACRES,
NORTH & EAST OF
MATHIS LANE

DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

Brandon Shelby, City Attorney, explained that this 95.436 acres of land was exempted from an annexation that was approved five years ago. That exemption has ended so the property will now be considered for annexation.

Mayor Wacker confirmed that the City will be following the schedule that is laid out in the agenda and that consideration of the adoption of the ordinance will be scheduled for May 5, 2014.

ACTION TAKEN.

Motion by Council Member Watt to approve the Annexation Scheduling Plan for the adoption of 95.436 acres of land north and east of Mathis Lane in the City of Sherman's extra territorial jurisdiction, as presented.

Second by Council Member Johnson.

VOTING AYE: Davis, Johnson, Plyler, Softly, Watt.

VOTING NAY: None.

MOTION CARRIED.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS

RECENT ICE STORM

Council Member Johnson thanked the City staff for their hard work and long hours during the ice storm.

RECENT ICE STORM

ANNUAL AUDIT

Council Member Johnson thanked the financial staff for their hard work with the Audit. This is his second year to serve on the Audit Committee and both times the City has received a "clean" report.

ANNUAL AUDIT

ANNUAL AUDIT

Council Member Davis said it was comforting to know that the Audit report was "clean" and that the staff was cooperating for the Audit.

ANNUAL AUDIT

STAY SAFE

Deputy Mayor Softly urged everyone to stay safe on the icy roads.

STAY SAFE

TEXTING WHILE DRIVING

Council Member Watt asked the staff to bring back some information about texting while driving to see if Council Members would like to consider a possible ordinance. It failed to receive the Governor's signature about 18 months ago and he felt it was a problem that needed to be addressed.

TEXTING WHILE DRIVING

Mr. Olson verified that the staff will research the issue and bring back a discussion item for Council Members which will present the findings and maybe have a staff recommendation. If Council Members choose to adopt an ordinance, that would be done at a future meeting.

SMOKING IN RESTAURANTS

Council Member Watt said he received four telephone calls after a recent article by the local media concerning the “no smoking in restaurants” ordinance that the City of Paris is considering or recently adopted.

He said the City of Paris was looking at restaurants only and not establishments that receive more than 50% of their income from serving alcohol. It also excludes private clubs and is narrowly focused.

Council Member Watt also asked that this research be listed as a discussion item for Council Members to consider.

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

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

SECTION 551.087

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:22 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:56 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

**SMOKING IN
RESTAURANTS**

EXECUTIVE SESSION

OPEN MEETING

COUNCIL MINUTES – MARCH 3, 2014

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:57 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 03/17/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5810

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District at 1305 N. Sam Rayburn Freeway, being 0.40 acres in the J.B. McAnair Survey, Abstract No. 763 (Just BLW3, LLC, Owner; Just Brakes, Tenant; Wade Todd, National Site Solutions, Representative; and Underwood Drafting & Surveying (Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Just BLW3, LLC (Owner), Just Brakes (Tenant), Wade Todd, National Site Solutions (Representative) and Underwood Drafting & Surveying (Surveyors) concerning the property located at 1305 N. Sam Rayburn Freeway, being 0.40 acres in the J.B. McAnair Survey Abstract No. 763, to allow automotive repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District

Background:

The property is located at 1305 N. Sam Rayburn Freeway between Evergreen and Sycamore Streets. Just Brakes is requesting a Specific Use Permit to allow an automotive repair business and an exception to allow seven parking spaces in lieu of the required eleven at this location.

Origination:

Just BLW3, LLC (Owner)
Just Brakes (Tenant)
Wade Todd, National Site Solutions (Representative)
Underwood Drafting & Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2014 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5810

Location Map

Zoning Map

Photo

Site Plan

Elevation

P&Z Communication

Staff Review Letter

ORDINANCE NO. 5810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AUTOMOTIVE REPAIR IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN) OVERLAY DISTRICT AT 1305 N. SAM RAYBURN FREEWAY, BEING 0.40 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (JUST BLW3, LLC, OWNER; JUST BRAKES, TENANT; WADE TODD, NATIONAL SITE SOLUTIONS, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING (SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Just BLW3, LLC (Owner), Just Brakes (Tenant), Wade Todd, National Site Solutions (Representative) and Underwood Drafting & Surveying (Surveyors) are granted a Specific Use Permit to allow automotive repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District at 1305 N. Sam Rayburn Freeway, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the City of Sherman, Grayson County, Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being the same tract of land described as 0.398 acres conveyed by Transmax, Inc. to Carl O. Meek et ux by deed dated March 16, 1998,

recorded in Volume 2628, Page 122, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" steel rod set marking the Southwest corner of the said Meek tract in the East right-of-way line of U.S. Highway No. 75, said rod also marking the Northwest corner of the same tract of land described as 0.55 acres and referred to as Tract Two conveyed by Blue Coral Investments, Ltd to Lester W. Vance by deed dated November 7, 2001, recorded in Volume 3155, Page 22, said Official Public Records;

THENCE North 24°43'30" East a distance of 193.60 feet to a 1/2" steel rod set marking the Northwest corner of the said Meek tract at the intersection of said East right-of-way line of Highway No. 75 with the South line of Sycamore Street;

THENCE North 24°43'30" East with said South line of Sycamore Street a distance of 62.46 feet to a point of the Northeast corner of the said meek tract under a timber retention barrier, said point also being the Northwest corner of the same tract of land described as 200 x 260 feet conveyed by E.D. Schroeder et ux to C.R. Simmons – C.G. Hardwicke, Jr. Post No. 29 American Legion Department of Texas by deed dated June 6, 1953, recorded in Volume 727, Page 533, Deed Records, Grayson County, Texas;

THENCE South 14°09'00" East with the West line of the said 200 x 260 feet tract a distance of 193.60 feet to a 5/8" steel rod found maintaining the Southeast corner of the said Meek tract and the Northeast corner of the said Vance tract;

THENCE South 71°58'30" West a distance of 184.39 feet to the **Point-of-Beginning and containing 0.40 acres of land**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn) Overlay District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. All parking shall be on private property and shall not encroach into the right-of-way.
4. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20'.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. All requirements of the floodplain ordinance shall be followed.
8. Second driveway to U.S. Highway 75 is prohibited.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2014.

ADOPTED on this the _____ day of _____, 2014.

EFFECTIVE DATE on this the _____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

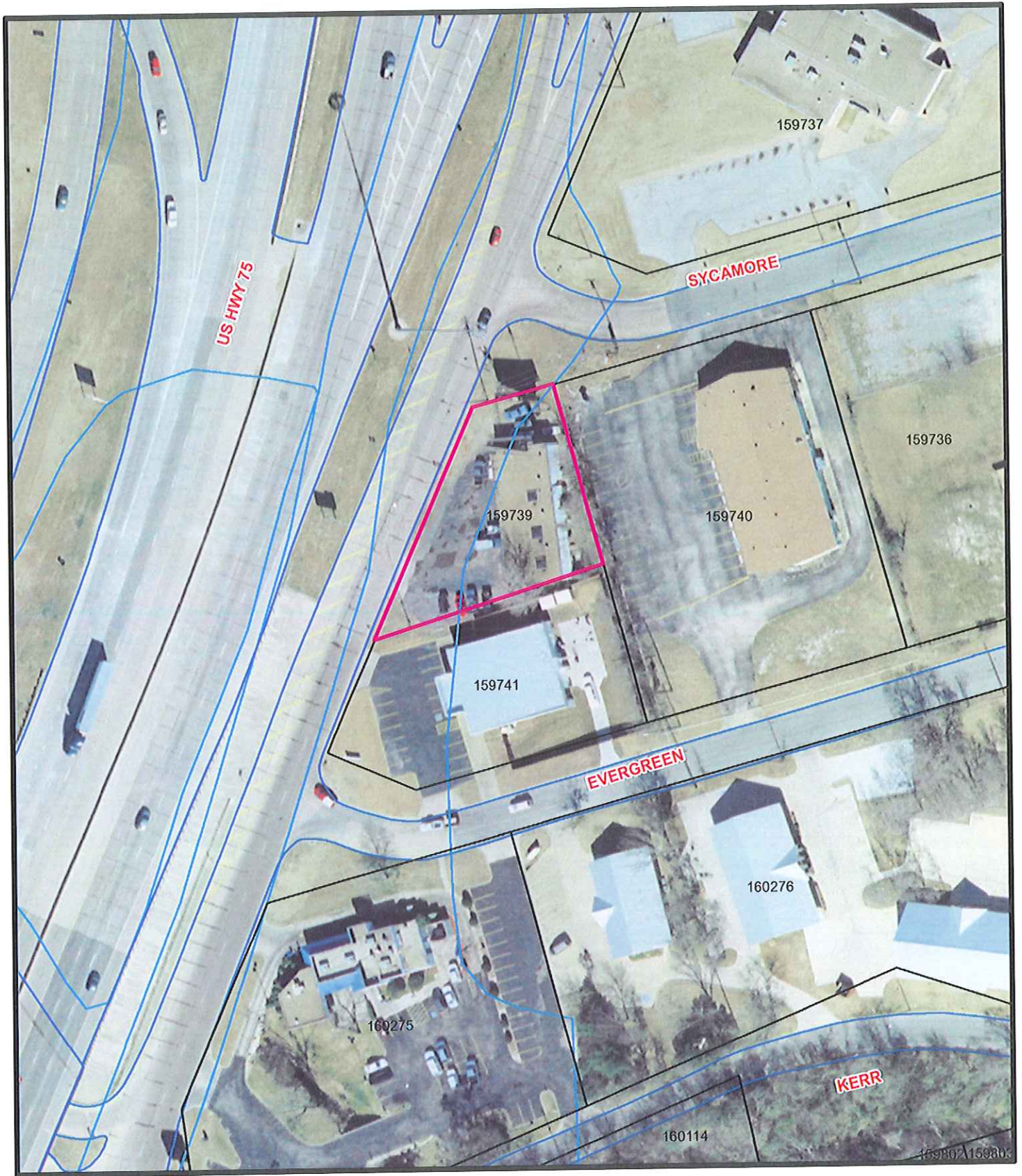
BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



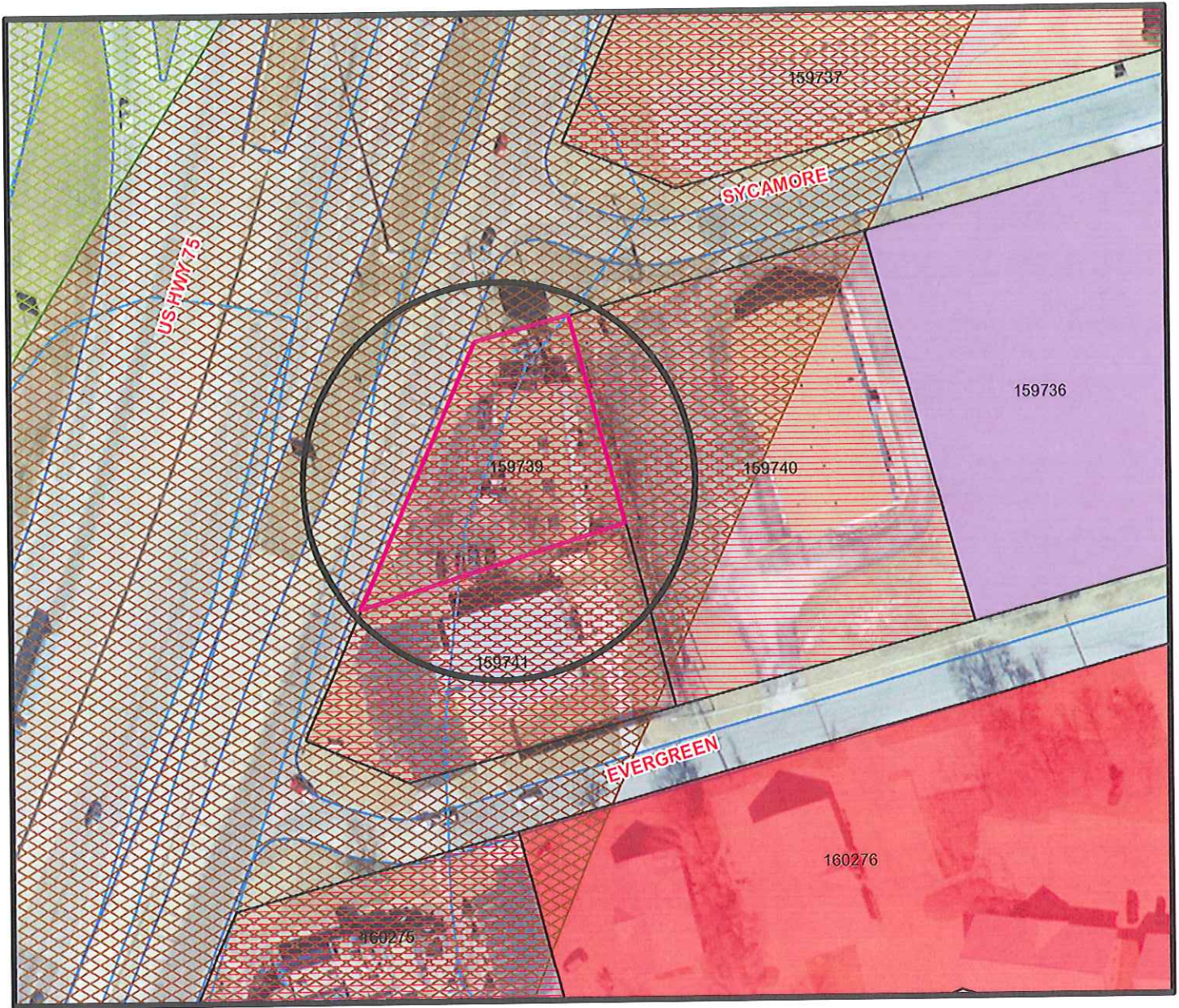
1305 N. Sam Rayburn Frwy

City of Sherman, Texas
Developmental Services Department

Sherman
CLASSIC TOWN. BROAD HORIZON.



1 inch = 94 feet



Zoning - 1305 N. Sam Rayburn Frwy.

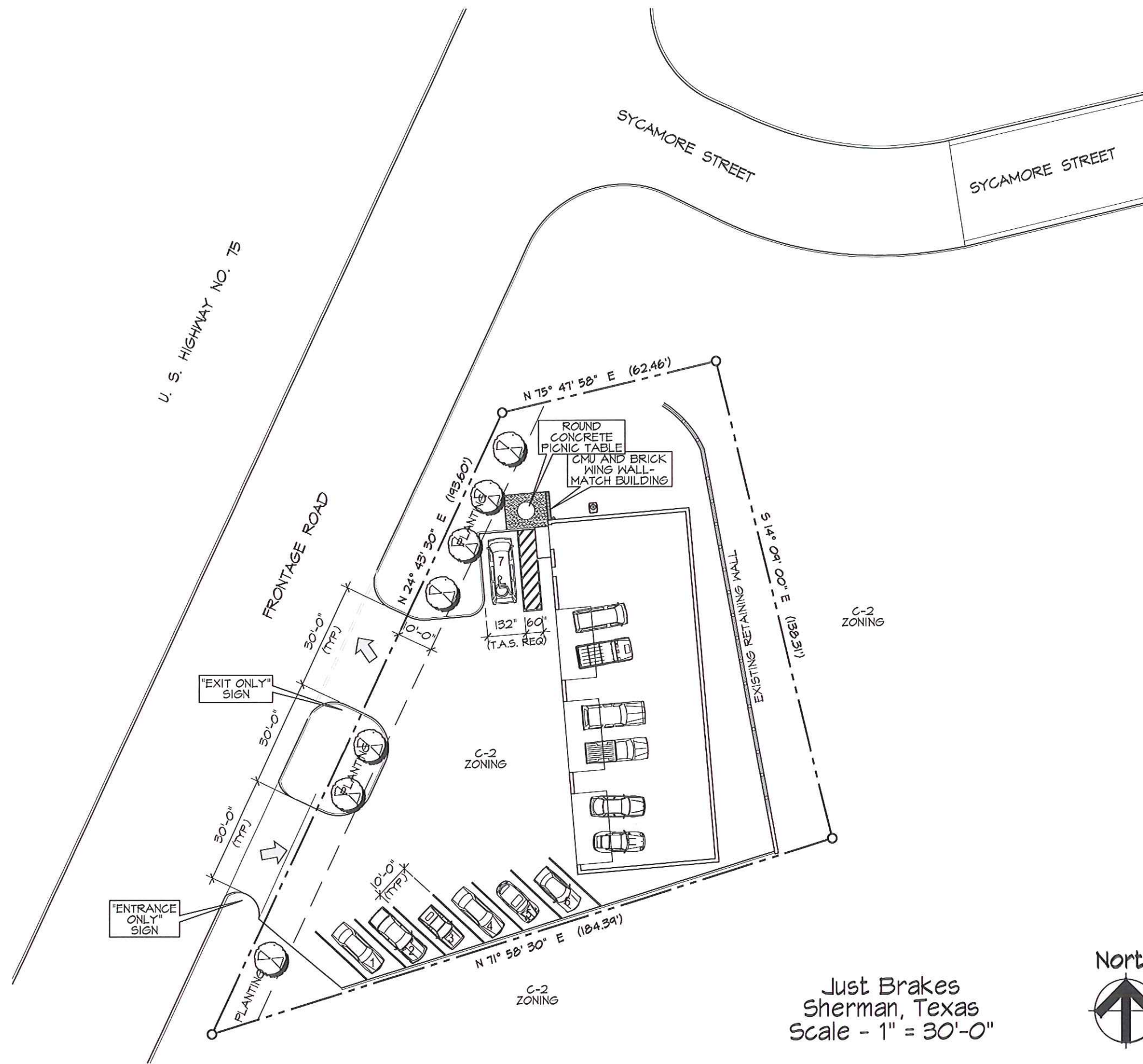
Legend

	O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT		C-2 General Commercial District
	O 1.1 FM 1417 OVERLAY DISTRICT		M-1 Light Manufacturing District
	O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT		R-A Single Family Agricultural District
	C B D DOWNTOWN BUSINESS DISTRICT		SF-1 Single Family Residential District
	C P O COLLEGE PARK OVERLAY DISTRICT		M-1.5 Medium Manufacturing District
	A & C ARTS & CULTURAL OVERLAY DISTRICT		M-2 Heavy Manufacturing District
	CO Office District		MH Manufacturing Housing District
	R-1 One Family Residential District		Blalock Commercial District
	R-2 Multi-Family Residential District		BIP Blalock Industrial Park
	C-1 Retail Business District		

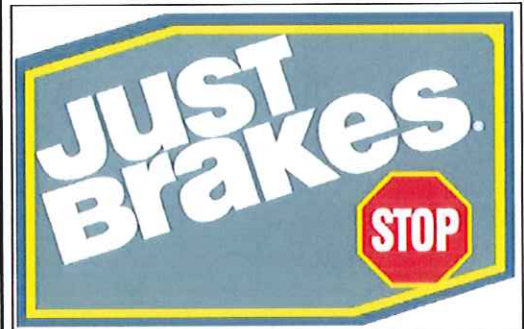


1305 N. Sam Rayburn Freeway





Just Brakes
Sherman, Texas
Scale - 1" = 30'-0"



LOCATION:
1305 N. Sam Rayburn Frwy
Sherman, Texas

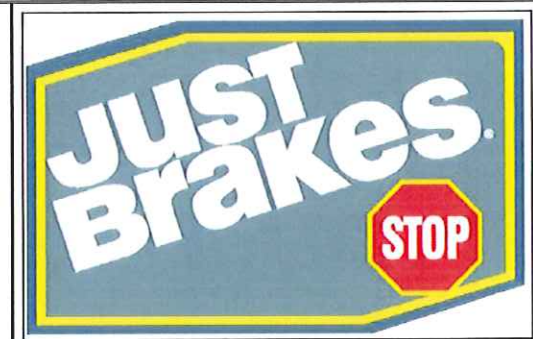
Drawn By: KRM DATE: 01-24-2014

"REVIEW ONLY"
NOT FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION

DRAWING NAME:

Site Plan

SP

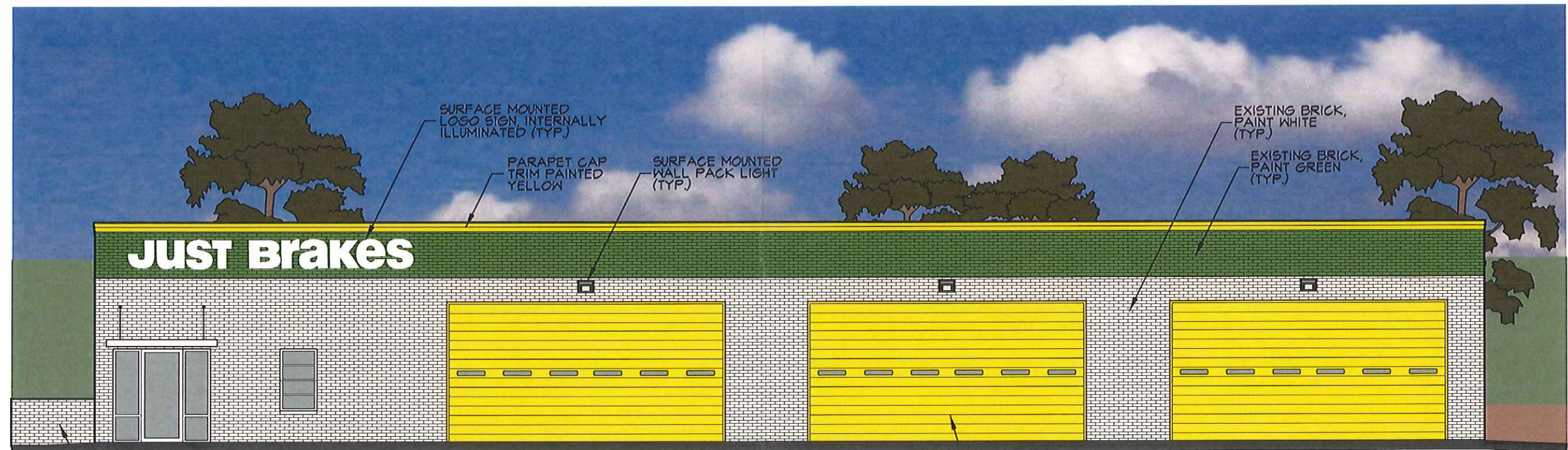


LOCATION:

1305 N. Sam Rayburn Frwy
Sherman, Texas

Drawn By: KRM

DATE: 01-24-2014



BRICK WING WALL
SCREEN FOR HVAC
UNIT, PAINT TO
MATCH BUILDING

Front Elevation

EXISTING
OVERHEAD DOOR,
PAINT YELLOW
(TYP.)

"REVIEW ONLY"
NOT FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION

DRAWING NAME:

Front Elevation

A1



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 9.

Meeting Date: 02/18/2014

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Sam Thorpe, Commissioner

Brad Morgan, Commissioner

Ronnie Dutton, Commissioner

Ron Barton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Ryan Michael Kreck, Commissioner

Andrew Olmstead, Commissioner

Requested Action/Proposed Use:

1305 N. SAM RAYBURN FREEWAY

The request of Just BLW3, LLC (Owner), Just Brakes (Tenant), Wade Todd, National Site Solutions (Representative) and Underwood Drafting & Surveying (Surveyors) concerning the property located at 1305 N. Sam Rayburn Freeway, being 0.40 acres in the J.B. McAnair Survey Abstract No. 763, as follows;

Board of Adjustments

Exception under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow seven (7) off-street parking spaces in lieu of the required eleven (11) in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District.

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow automotive repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District.

Background:

The property is located at 1305 N. Sam Rayburn Freeway between Evergreen and Sycamore Streets. Just Brakes is requesting a Specific Use Permit to allow an automotive repair business and an exception to allow seven parking spaces in lieu of the required eleven at this location.

Adjacent Zoning:

C-2 (General Commercial) District

Origination:

Just BLW3, LLC (Owner)

Just Brakes (Tenant)

Wade Todd, National Site Solutions (Representative)

Underwood Drafting & Surveying (Surveyors)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

5

Objections Received:

0

Attachments

Location Map

Zoning Map

Photo

Site Plan

Elevations

Staff Review Letter

STAFF REVIEW LETTER

February 13, 2014

Just BLW3, LLC
8150 N. Central Expressway
Suite M-1008
Dallas, TX 75206

Wade Todd
National Site Solutions
PO Box 33
Georgetown, TX 78627

Underwood Drafting & Surveying
3404 Interurban Rd.
Denison, TX 75021

Dear Applicants,

The request for a Specific Use Permit to allow automotive repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District, for the property located at 1305 N. Sam Rayburn Freeway has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, February 18, 2014 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the C-2 (General Commercial) District, the O-1.2 (Sam Rayburn) Overlay District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. All parking shall be on private property and shall not encroach into the right-of-way.
4. No outside parking or storage of dismantled vehicles, wrecks or parts is allowed.
5. Parking is permitted on paved surfaces only (concrete or asphalt); a parking space is considered to be 9'x20'.
6. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

7. All requirements of the floodplain ordinance shall be followed.
8. Second driveway to U.S. Highway 75 is prohibited.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission.

You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

2/18/14 P&Z Meeting – 1305 N. Sam Rayburn Frwy. – SUP – Just Brakes

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,

A handwritten signature in blue ink, appearing to read "Scott Shadden", with a long, sweeping horizontal line extending to the right.

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC: George Olson, City Manager
Mark Gibson, Director of Utilities
Clay Barnett, Dir. of Public Works and Engineering

Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 2.

Meeting Date: 03/17/2014

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: George Olson, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5811

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil/Gas Well (Mustang 2H) in an R-1 (One Family Residential) District in the 5600 block of Farmington Road, being 76.54 acres in the William Martin Survey, Abstract No. 765 (Shepherd Rd. Sherman Partnership, Owners/Mineral Rights Owner; Taylor Charbonnet, Silver Creek Oil & Gas, LLC, Representative; and Michael Blake Brown, Topographic Land Surveyors, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue:

To consider the request of Shepherd Rd. Sherman Partnership, (Owners/Mineral Rights Owner), Taylor Charbonnet, Silver Creek Oil & Gas, LLC (Representative) and Michael Blake Brown, Topographic Land Surveyors (Surveyor) concerning the property located in the 5600 block of Farmington Road, being 76.54 acres in the William Martin Survey, Abstract No. 765, to allow the drilling of an oil/gas well (Mustang 2H) in an R-1 (One Family Residential) District

Background:

The property is located in the 5600 block of Farmington Road off F.M. 1417 West. Silver Creek Oil & Gas is proposing to drill an oil well (Mustang 2H) at this location.

Origination:

Shepherd RD Sherman Partnership (Owners/Mineral Rights Owner)
Taylor Charbonnet, Silver Creek Oil & Gas, LLC (Representative)
Michael Blake Brown, Topographic Land Surveyors (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 18, 2014 regular meeting, the Planning and Zoning Board voted 8/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 5811

Location Map

Zoning Map

Photo

Letter of Intent

Lease Agreement

Site Plan

Distance to Residential

P&Z Communication

Staff Review Letter

ORDINANCE NO. 5811

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW THE DRILLING OF AN OIL/GAS WELL (MUSTANG 2H) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 5600 BLOCK OF FARMINGTON ROAD, BEING 76.54 ACRES IN THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765 (SHEPHERD RD. SHERMAN PARTNERSHIP, OWNERS/MINERAL RIGHTS OWNER; TAYLOR CHARBONNET, SILVER CREEK OIL & GAS, LLC, REPRESENTATIVE; AND MICHAEL BLAKE BROWN, TOPOGRAPHIC LAND SURVEYORS, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the passage of this ordinance, Shepherd Rd. Sherman Partnership (Owners/Mineral Rights Owners), Taylor Charbonnet, Silver Creek Oil & Gas, LLC (Representative) and Michael Blake Brown, Topographic Land Surveyors (Surveyor) are granted a Specific Use Permit to allow the drilling of an oil/gas well (MUSTANG 2H) in an R-1 (One Family Residential) District in the 5600 Block Farmington Road, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

SITUATED in the County of Grayson, State of Texas, being a part of the William Martin Survey, Abstract No. 765, and being the same tract of land described as 78 acres conveyed by Marvel Dee Estes Sanders to Chapel Hill Investments, Ltd. by deed dated September 30, 2003, recorded in Volume 3543, Page 685, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod found maintaining the Southeast corner of the said 78 acre tract at a fence corner post, said rod also maintaining an inside "L" corner of the same tract of land described as 345.639 acres conveyed by Bradco Interests, Inc. to said Chapel Hill Investments, Ltd. by deed dated June 30, 2003, recorded in Volume 3470, Page 247, said Official Public Records;

THENCE South 71°50'32" West with a fence a distance of 1133.26 feet to a 1/2" steel rod found maintaining the Southwest corner of the said 78 acre tract and an inside "L" corner of the said 345.639 acre tract;

THENCE North 17°41'23" West with an East line of the said 345.639 acre tract a distance of 3253.20 feet to a 1/2" steel rod found maintaining the Northwest corner of the said 78 acre tract on the South bank of Choctaw Creek, said rod also maintaining the same tract of land described as 32.75 acres and referred to as First Tract as conveyed by Pearl Cordell to Cecil Keith Cordell by deed dated April 11, 1990, recorded in Volume 2092, Page 548, Real Property Records, Grayson County, Texas;

THENCE in an Easterly direction with said South bank, North line of the said 78 acre tract, and South line of said First Tract the following calls and distances:

North 53°31'08" East, a distance of 60.91 feet to a 1/2" steel rod set;
South 44°31'11" East, a distance of 156.01 feet to a 1/2" steel rod set;
South 83°57'00" East, a distance of 204.46 feet to a 1/2" steel rod set;
North 71°27'00" East, a distance of 111.11 feet to a 1/2" steel rod set;
North 57°27'05" East, a distance of 78.36 feet to a 1/2" steel rod set;
South 48°58'16" East, a distance of 102.69 feet to a 1/2" steel rod set;
South 85°08'48" East, a distance of 152.75 feet to a 1/2" steel rod set;
North 66°21'26" East, a distance of 57.79 feet to a 1/2" steel rod set;
North 48°57'09" East, a distance of 123.14 feet to a 1/2" steel rod set;
South 45°03'50" East, a distance of 523.62 feet to a 1/2" steel rod set marking the Northeast corner of the said 78 acre tract and the Southeast corner of said First Tract;

THENCE South 18°17'01" East, at a distance of 397.94 feet passing a 48" oak tree at the Northwest corner of the 41.026 acre tract of land conveyed by Jack E. Brady to James A. Ball et ux by deed dated January 3, 1989, recorded in Volume 2017, Page 19, said Real Property Records, and continuing with the general course of the remains of an old fence for a total distance of 2147.37 feet to a 1/2" steel rod found at the base of a corner post, said rod maintaining the Southwest corner of the said 41.026 acre tract and an outside "L" corner of the said 345.639 acre tract;

THENCE South 18°11'55" East continuing with said fence a distance of 366.07 feet to the **Point-of-Beginning and containing 76.54 acres of land**

SECTION 2. That this specific use permit is granted on the following conditions:

Zoning

1. All requirements of the Oil and Gas Well Ordinance (Chapter 4, Article 4.10) shall be followed.
2. Provide copy of Railroad Commission Application to drill and copies of requirements of Railroad Commission based on application.
3. Provide name address and phone number of operator of lease and property owner and name and number of contact person for the operator.
4. Provide description of the lease or lands involved and length of time surface operations are expected to occur.
5. Provide a scale drawing showing location of the well, ownership of the land, property lines, structures and offset operators or land owners.
6. Provide the name and address of the drilling contractor.
7. Provide a scaled drawing showing the proposed site and the location, distance to and nature of adjacent land uses.
8. Provide a statement warning of possible hazardous formation conditions that may be encountered during or as a result of the proposed drilling or exploration operation as maintenance of an existing well site.
9. Provide a copy of Operators Spill Prevention Plan.
10. Provide a certificate of insurance that carries a minimum coverage for bodily injury of \$500,000 for each occurrence and \$1,000,000 aggregate, and for the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage or pollution damage as first party recovery for the operator and related expenses, including but not limited to evacuation of residents, in the amount of at least \$5,000,000 per occurrence. The lease owner shall carry at all times this minimum limit of insurance until such time the well is out of production and all appurtenances removed from the site. The insurance under all situations and at all times shall list the City of Sherman as additionally named insured.
11. The oil or fuel storage tank or tank battery shall be installed in conformance with the spill prevention control and counter measure plan published by the U.S. Environmental Protection Agency.
12. A tank or tank battery shall not be located nearer than 150' from any residence or dwelling, unless the tank or tank battery existed prior to the residence or dwelling.
13. A tank or tank battery shall not be closer than 30' from any combustible structure.
14. Oil and fuel storage tanks or tank batteries, fences and wall shall be kept well painted and in good repair.
15. If the well(s) associated with an oil storage tank or tank battery is/are plugged, or if the storage tank battery is no longer in use, the storage tank or tank battery and associated pipelines shall be removed and the land restored. This provision includes all associated appurtenances with the wells and or tank batteries. This removal shall occur within six months unless documentation can be provided that the well and or tank battery will be

- used within the next two years. For the purpose of this provision, the term no longer in user shall mean that the tank or tank battery, while it or they may contain some residue of fuel, has not been pumped into or out of within the past six months.
16. Other oil or fuel storage tanks that receive products from transmission or distribution lines that are not pumped into or out of for a period of six months shall be considered abandoned and/or unused. The leaseholder shall disassemble and completely remove such tanks and all associated appurtenances from the site unless it is shown that there are plans to reuse the storage tanks within the next two years.
 17. Within six months after the removal of any oil storage tanks or tank batteries, the permittee shall restore the property to its original state insofar as possible, to include removal and/or restoration of any un-remediated soil.
 18. Pumps shall be electrically powered.
 19. All surface equipment shall be kept clean, painted, in good repair and properly lubricated in order that they will operate quietly. The noise produced by well jacks or units on a producing well shall not exceed 50 decibels at any boundary of the parcel on which the well is located.
 20. All flow lines shall be buried at least (1) one foot under the ground. Depending upon adjacent land uses and proposed streets, roads and highways, the City may require lines to be buried at a greater depth.
 21. Upon the removal of the associated tank batteries and/or the plugging of wells associated with such pipelines, the pipelines shall be removed.
 22. Any waste oil or water in, on, or around any premises shall be immediately cleaned up and the ground shall be cleaned of any oil bearing dirt.
 23. The leaseholder shall proceed with the drilling operations with the highest degree of care so as not to injure adjoining property or persons in any manner by keeping the premises suitably fenced or guarded 24 hours a day in such manner as to avoid trespassing during the drilling and exploratory operations; and to remove all drilling mud upon completion of drilling operations; immediately cleaning the grounds around the well of all drilling mud and/or salt water or water. The area shall be made to conform in appearance to the lands in the neighborhood wherein such drilling, exploration or maintenance operations are so conducted. All pits and contents shall be removed from the premises and the drill site within 30 days after completion of the well. Prior to the commencement of any drilling operations a private road shall be installed to the drill site and the operation site that is at least (10) ten feet wide and has an overhead clearance of at least 14 feet and is surfaced and maintained to prevent dust and mud.
 24. Sounds during drilling operations shall not exceed 60 decibels during daytime hours between 7 a.m. and 7 p.m. and 50 decibels during nighttime hours between 7 p.m. and 7 a.m. measured at any occupied structure on a parcel other than the parcel on which the oil or gas well is located.
 25. The center of any well at the surface shall be a minimum of 25 feet from any storage tank or source of ignition; 100 feet from any building accessory to the well, public street, road, highway, right-of-way or property line; 300 feet from any water well; 400 feet from any commercial or industrial building and 600 feet from any residence. The minimum distances may be reduced by a waiver granted by the Planning and Zoning Board and the City Council or by written notarized waivers granted by owners of all buildings within the radius being protected from drilling. All waivers must identify the property address, block and lot number, subdivision name (if applicable), and plat volume and page. Such waivers must be filed, at the expense of the operator in the Grayson County Records.

26. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

27. All requirements of the floodplain ordinance shall be followed.

28. Drilling under the railroad shall be approved by the BNSF Railroad.

29. Any damage to the existing roadways shall be repaired by Silver Creek Oil & Gas, LLC.

SECTION 3. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 8, Subsection (5)(a), Ordinance No. 2280.

SECTION 4. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2014.

ADOPTED on this the _____ day of _____, 2014.

EFFECTIVE DATE on this the _____ day of _____, 2014.

CITY OF SHERMAN, TEXAS

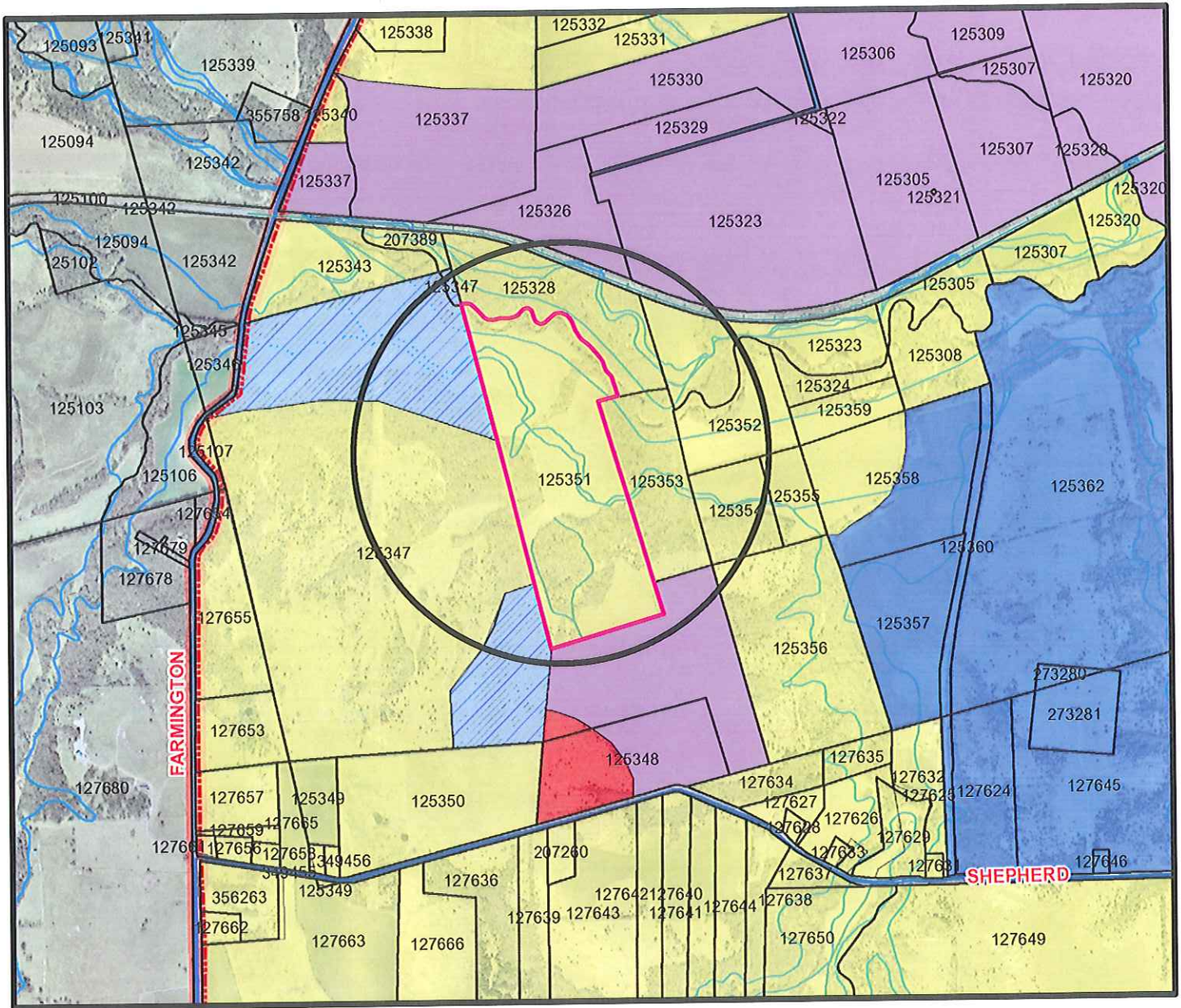
BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



Zoning - 5600 Blk. Farmington Rd

Legend

- | | |
|--|---|
| O 1 HIGHWAY 75 & 82 OVERLAY DISTRICT | C-2 General Commercial District |
| O 1.1 FM 1417 OVERLAY DISTRICT | M-1 Light Manufacturing District |
| O 1.2 SAM RAYBURN FREEWAY OVERLAY DISTRICT | R-A Single Family Agricultural District |
| C B D DOWNTOWN BUSINESS DISTRICT | SF-1 Single Family Residential District |
| C P O COLLEGE PARK OVERLAY DISTRICT | M-1.5 Medium Manufacturing District |
| A & C ARTS & CULTURAL OVERLAY DISTRICT | M-2 Heavy Manufacturing District |
| CO Office District | MH Manufacturing Housing District |
| R-1 One Family Residential District | Blalock Commercial District |
| R-2 Multi-Family Residential District | BIP Blalock Industrial Park |
| C-1 Retail Business District | |



5600 Block Farmington Rd





Letter of Intent

On March 1, 2014, Silver Creek Oil & Gas, LLC, proposes to spud its Mustang #2H oil well on the following leasehold estate within the corporate city limits of the City of Sherman, Texas:

76.54 acres of land, more or less, being a part of the William Martin Survey, A-765, Grayson County, Texas, more particularly described in that certain Correction Special Warranty Deed, dated August 1, 2005, Chapel Hill Investments, LTD, Grantor, to Shepherd Rd Partnership, Grantee, recorded in Volume 4610, Page 366 of the Official Records of Grayson County, Texas.

Silver Creek Oil and Gas, LLC, has contracted with Trinidad Drilling, LP to drill the well to the depths and specifications as set forth in both the application and drilling permit issued by the Texas Rail Road Commission, as depicted on the submitted application and resulting permit.

The well bore is shown on the Survey Plat and the vessels are depicted on the Site Plan, both of which have been contemporaneously submitted for your review.

If any further information is required, please do not hesitate to contact Silver Creek Oil and Gas at the telephone number listed herein.

Operating Company:

Silver Creek Oil and Gas, LLC
5525 N. MacArthur Blvd., suite 775
Irving, TX 75038
Telephone (972)573-1630
Fax (972)753-4810
ATTN: Taylor Charbonnet

Drilling Company:

Trinidad Drilling, LP
20105 Krahn Rd
Spring, TX 77388
Telephone (713)439-1670 Ext 1674
ATTN: Jon Hogan



70 2013 00019474

Grayson County
Wilma Bush
Grayson County Clerk
Sherman, Texas 75090

Instrument Number: 2013-00019474

Recorded On: September 12, 2013 As Recordings

Parties: SHEPHERD RD PARTNERSHIP
To TACOMA ENERGY CORP

Billable Pages: 4
Number of Pages: 6

Comment: OGML

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	28.00
Total Recording:	28.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2013-00019474
Receipt Number: 385733
Recorded Date/Time: September 12, 2013 11:01:33A
Book-Vol/Pg: BK-OR VL-5358 PG-371
User / Station: G WHITE - Cashiering Station 1

Record and Return To:

CRAIG S CHARBONNET INC
5 GROGANSPARK #101
THE WOODLANDS TX 77380



THE STATE OF TEXAS
COUNTY OF GRAYSON
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Blackshear Bush
Wilma Blackshear Bush, Grayson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 16th day of August, 2013, between Shepherd Rd Partnership, a Texas general partnership, Jen Han, Managing General Partner, as LESSOR, whose mailing address is 1700 Redbud Boulevard, McKinney, TX 75069 and Tacoma Energy Corporation, as LESSEE, whose mailing address is 5 Grogans Park Drive, Suite 101, The Woodlands, TX 77380.

WITNESSETH:

1. Lessor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid and hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let exclusively unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned) together with the right to make surveys on Leased Premises, conducting exploration, geologic and geophysical surveys of seismic, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, and other structures on Leased Premises, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "Leased Premises", is located in GRAYSON COUNTY, TEXAS and is described as follows

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE DESCRIPTION OF LANDS HEREIN LEASED AND FOR ADDITIONAL TERMS AND PROVISIONS

2. This is a paid up lease requiring no rentals and is subject to the other provisions contained herein. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years from the date hereof, hereinafter called "Primary Term", and as long thereafter as oil, gas or other minerals is capable of being produced in paying quantities from Leased Premises or land pooled therewith.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the Leased Premises and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument, or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of Leased Premises. For the purpose of determining the amount of any bonus or other payment hereunder, Leased Premises shall be deemed to contain 410.879 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal of three-sixteenths (3/16ths) part of all oil produced and saved by lessee from Leased Premises, or from time to time, at the option of lessee, to pay lessor the average posted market price of such three-sixteenths (3/16ths) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear three-sixteenths (3/16ths) of the cost of treating oil to render it marketable pipe line oil; (b) to pay lessor for gas and casinghead gas produced from Leased Premises (1) when sold by lessee, three-sixteenths (3/16ths) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off Leased Premises or in the manufacture of gasoline or other products, three-sixteenths (3/16ths) of the amount realized from the sale of gasoline or other products extracted therefrom and three-sixteenths (3/16ths) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from Leased Premises, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on Leased Premises or on lands with which Leased Premises or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on Leased Premises for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of one hundred twenty (120) consecutive days, and during such time there are no operations on Leased Premises, then at or before the expiration of said one hundred twenty day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to ONE DOLLAR (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said one hundred twenty day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be paid directly to Lessor's address as shown above, or may be deposited in the (PAY TO LESSOR'S ADDRESS) Bank or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, and two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. Lessee's failure to pay or tender or to properly or timely pay or tender such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease.

4. Lessee, at its option, is hereby given the right and authority to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order to properly explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for vertical wellbore development of oil hereunder shall not substantially exceed 160 acres each in area, and units pooled for horizontal wellbore development of oil hereunder shall not substantially exceed 640 acres each in area plus a tolerance of ten percent (10%) thereof, and units pooled for vertical wellbore development of gas shall not substantially exceed 160 acres in area, and units pooled for horizontal wellbore development of gas hereunder shall not substantially exceed 640 acres each in area plus a tolerance of ten percent (10%) thereof, provided that should a governmental authority having jurisdiction prescribe or permit the creation of

units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. For the purpose of the foregoing, the term "horizontal wellbore development" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling, completion, or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling, completion or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended nor shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interest.

5. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from Leased Premises or land pooled therewith but Lessee is then engaged in operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or for the drilling or reworking of an additional well, are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and if they result in production, so long thereafter as oil, gas or other mineral is produced from Leased Premises or land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas or other mineral is produced from Leased Premises or land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than one hundred eighty (180) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from Leased Premises or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining Leased Premises, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

6. Whenever used in this lease, the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well bore in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur, or other mineral, whether or not in paying quantities.

7. Lessee shall have free use of oil, gas and water from Leased Premises, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on Leased Premises by Lessee for operations hereunder and any well or wells on Leased Premises drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on Leased Premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on Leased Premises without Lessor's consent. For the same consideration stated herein, Lessor further grants, sells, conveys and warrants to Lessee a subsurface right-of-way and easement in, through and under the Leased Premises for the purpose of drilling oil and/or gas wells to, and producing through said wells oil, gas or other minerals from, lands other than the leased premises, together with the right of ingress and egress to said wells. Lessee shall pay for damages caused by its operations to growing crops and timber on Leased Premises.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof; and Lessee, if in default, shall have ninety days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

10. Lessor hereby warrants and agrees to defend the title to Leased Premises and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon Leased Premises, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of Leased Premises than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one

or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by (1) reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, or (2) any other cause, whether similar or dissimilar, beyond the reasonable control of the Lessee (except financial), then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable in damages for failure to comply therewith; and the primary term hereof shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

12. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

13. Lessee is hereby given the option to extend the Primary Term of this Lease for an additional Two (2) years from the expiration of the Primary Term. This option may be exercised by Lessee at any time prior to the expiration of the Primary Term by paying to Lessor or Lessor's heirs, legal representatives, successors or assigns, a bonus consideration per net mineral acre equivalent to that which was paid for this lease, owned by Lessor or Lessor's heirs, legal representatives, successors or assigns in the Leased Premises. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank at any time during the original primary term hereof. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payment, Lessee shall not be held in default for failure to make such payment until thirty (30) days after Lessor's delivery to Lessee of a proper recordable instrument naming another bank as agent to receive such payment. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records; this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a Primary Term of Five (5) years.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

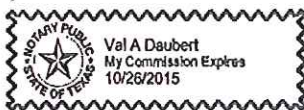

Shepherd Rd Partnership, a Texas general partnership, Jen Han, Managing General Partner

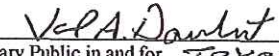
ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Collin

This instrument was acknowledged before me this 4 day of September, 2013 by Shepherd Rd Partnership, a Texas general partnership, Jen Han, Managing General Partner.

(SEAL)




Notary Public in and for Texas

My Commission Expires:
10-26-2015

EXHIBIT " A "

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated August 16th, 2013 between Shepherd Rd Partnership, a Texas general partnership, Jen Han, Managing General Partner, as Lessor, and Tacoma Energy Corporation, as Lessee.

LEASED PREMISES:

Tract ID 10871.010: 30.0 acres of land, more or less, being a part of the William Martin Survey, A-765, Grayson County, Texas, more particularly described in that certain Warranty Deed, dated September 27, 2006, Bruce West, Grantor, Grayson Partnership, Grantee, recorded in Volume 4131, Page 883 of the Official Records in Grayson County, Texas.

Tract ID 10871.009: 304.339 acres of land, more or less, being a part of the William Martin Survey, A-765 and the Robert Thompson Survey, A-1199, Grayson County, Texas, more particularly described in that certain Warranty Deed, dated December 31, 1991, Myrtle Peacock, Grantor, Jimmie Evans, Trustee, Grantee, recorded in Volume 2189, Page 1 of the Official Records in Grayson County, Texas.

Tract ID 10871.061: 76.54 acres of land, more or less, being a part of the William Martin Survey, A-765, Grayson County, Texas, more particularly described in that certain Correction Special Warranty Deed, dated August 1, 2005, Chapel Hill Investments, LTD, Grantor, to Shepherd Rd Partnership, Grantee, recorded in Volume 4610, Page 366 of the Official Records of Grayson County, Texas.

ADDITIONAL PROVISIONS:

The following agreements and provisions shall supersede the provisions in the printed form text of this lease to the contrary, and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

PUGH CLAUSE

Two (2) years following the expiration of the primary term of this lease or the expiration of any extension or renewal of the primary term, whichever occurs last, if a portion or portions of the leased premises is pooled with other land so as to form a pooled unit or units, then operations on such unit or units will not maintain this lease in force as to the land not included in such unit or units. This lease may be maintained in force as to any portion of the leased premises not included in such unit or units in any other manner provided for herein.

MINERALS COVERED BY LEASE

Notwithstanding anything in this Lease to the contrary, this Lease shall extend to and cover only oil and gas, including casinghead gas, together with all constituent parts thereof.

OPTION TO EXTEND PRIOR LEASE NOT EXERCISED

Lessor hereby acknowledges and represents that the leased premises are not subject to any prior oil, gas and mineral leases and further represents and warrants that the option to extend contained in that certain Oil, Gas, and Mineral Lease from Shepherd Road Partnership, a Texas General Partnership, as Lessor, to Whitesand Energy Holdings, Inc., as Lessee, dated October 7, 2009, recorded in Volume 4830, Page 891 of the Official Records of Grayson County, State of Texas was not exercised and has accordingly expired under its own terms.

Bk Vol Pg
00019474 OR 5358 376

Filed for Record in:
Grayson County

On: Sep 12, 2013 at 11:01A

As a
Recording

Document Number: 00019474

Amount: 28.00

Receipt Number - 385733

By:
GAIL WHITE

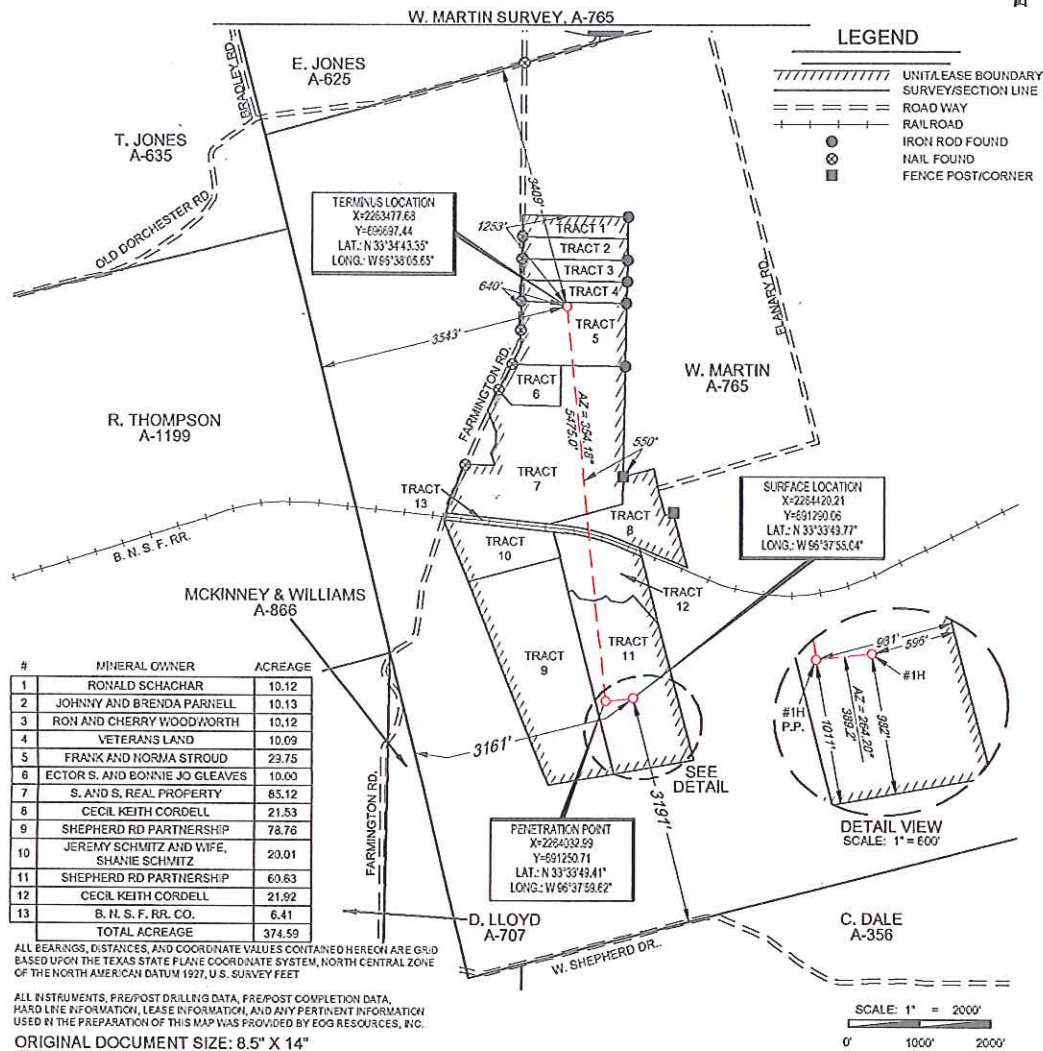
STATE OF TEXAS COUNTY OF GRAYSON
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Grayson County
as stamped hereon by me.

Sep 12, 2013

Wilma Bush, Grayson County Clerk
Grayson County

GRAYSON COUNTY, TEXAS

SURFACE LOCATION: 3161' FSWL & 3191' FSEL



SILVER CREEK
OIL & GAS

LEASE NAME & WELL NO.: MUSTANG #2H DATE OF SURVEY: NOVEMBER 21, 2013

LOCATED: ±5.1 MILES NORTHWEST OF SHERMAN, TX GROUND ELEVATION: 689'

BEST ACCESSIBILITY TO LOCATION: FROM SHEPHERD DR. TO A POINT ±3150 FEET SOUTHEAST OF THE LOCATION.

DISTANCE & DIRECTION FROM HWY JCT. OR TOWN: FROM THE INTERSECTION OF US-75 & FM. 1417, GO NORTH ON US-75 ±2.3 MILES, THENCE

WEST ON SHEPHERD DR. ±1.3 MILES TO A POINT ±3150 FEET SOUTHEAST OF THE LOCATION.

CERTIFICATION:

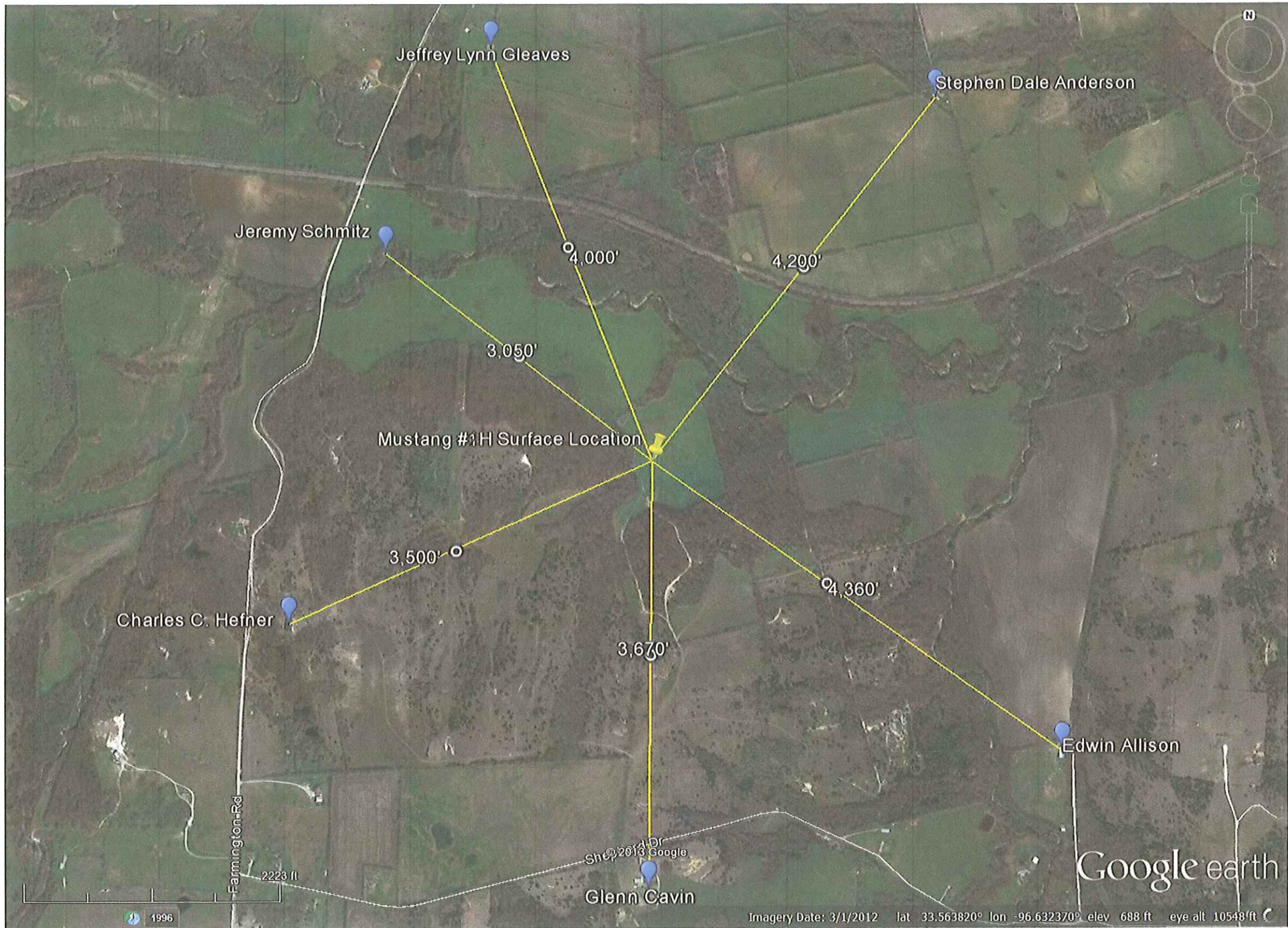
I, MICHAEL BLAKE BROWN, A REGISTERED PROFESSIONAL LAND SURVEYOR, AND AN AUTHORIZED AGENT OF TOPOGRAPHIC LAND SURVEYORS, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED "PRE-CONSTRUCTION" PROPOSED WELL LOCATION WAS SURVEYED AND STAKED ON THE GROUND AS SHOWN HEREIN.



FILE NAME LO_MUSTANG_2H_REV3
S.V.

TEXAS REG. NO.

5857





**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 10.

Meeting Date: 02/18/2014

Prepared by: Patsy Reeves, Developmental Services Admin Secretary

Approved by: Scott Shadden, Director of Development Services

Commissioners: Don Hicks, Chairman

Joe Gilbert, Vice-Chairman

Sam Thorpe, Commissioner

Brad Morgan, Commissioner

Ronnie Dutton, Commissioner

Ron Barton, Commissioner

Dr. Alan Scheibmeir, Commissioner

Ryan Michael Kreck, Commissioner

Andrew Olmstead, Commissioner

Requested Action/Proposed Use:

5600 BLOCK FARMINGTON ROAD

The request of Shepherd RD Sherman Partnership (Owners/Mineral Rights Owners), Taylor Charbonnet, Silver Creek Oil & Gas, LLC (Representative) and Michael Blake Brown, Topographic Land Surveyors (Surveyor) concerning the property located in the 5600 Block Farmington Road, being 76.54 acres in the William Martin Survey, Abstract No. 765, as follows:

Planning and Zoning Board

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow the drilling of an oil/gas well (Mustang 2H) in an R-1 (One Family Residential) District.

Background:

The property is located in the 5600 Block Farmington Road off FM 1417 West. Silver Creek Oil & Gas is proposing to drill an oil well (Mustang #2H) at this location.

Adjacent Zoning:

R-1 (One Family Residential) District, R-2 (Multi-Family Residential) District and M-1 (Light Manufacturing) District

Origination:

Shepherd RD Sherman Partnership (Owners/Mineral Rights Owners)
Taylor Charbonnet, Silver Creek Oil & Gas, LLC (Representative)
Michael Blake Brown, Topographic Land Surveyors (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

2

Objections Received:

0

Attachments

Location Map

Zoning Map

Photo

Letter of Intent

Lease Agreement

Site Plan

Distance to Residential

Staff Review Letter

STAFF REVIEW LETTER

February 13, 2014

Shepherd Rd. Partnership
Jen Han
5818 Windmier Lane
Dallas, TX 75252

Trinidad Drilling, LP
Jon Hogan
20105 Krahn Rd.
Spring, TX 77388

Silver Creek Oil & Gas, LLC
Taylor Charbonnet
5525 N. MacArthur Blvd., Ste. 775
Irving, TX 75038

Michael Blake Brown
Topographic Land Surveyors
1400 Everman Parkway, Ste 197
Ft. Worth, TX 76140

Dear Applicants:

The request for a Specific Use Permit to allow the drilling of an oil/gas well (Mustang 2H) in an R-1 (One Family Residential) District for the property located in the 5600 Blocks of Farmington Road is scheduled to be heard by the Planning and Zoning Board on February 18, 2014 in the City Council Chambers, City Hall at 220 West Mulberry. The meeting will begin at 5:00 P.M.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning

1. All requirements of the Oil and Gas Well Ordinance (Chapter 4, Article 4.10) shall be followed.
2. Provide copy of Railroad Commission Application to drill and copies of requirements of Railroad Commission based on application.
3. Provide name address and phone number of operator of lease and property owner and name and number of contact person for the operator.
4. Provide description of the lease or lands involved and length of time surface operations are expected to occur.
5. Provide a scale drawing showing location of the well, ownership of the land, property lines, structures and offset operators or land owners.
6. Provide the name and address of the drilling contractor.
7. Provide a scaled drawing showing the proposed site and the location, distance to and nature of adjacent land uses.
8. Provide a statement warning of possible hazardous formation conditions that may be encountered during or as a result of the proposed drilling or exploration operation as maintenance of an existing well site.
9. Provide a copy of Operators Spill Prevention Plan.
10. Provide a certificate of insurance that carries a minimum coverage for bodily injury of \$500,000 for each occurrence and \$1,000,000 aggregate, and for the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage or pollution damage as first party recovery for the operator and related expenses, including but not limited to evacuation of residents, in the amount of at least \$5,000,000 per occurrence. The lease owner shall carry at all times this minimum limit of insurance until such time the well is out of production and all appurtenances removed from the site. The insurance under all situations and at all times shall list the City of Sherman as additionally named insured.

11. The oil or fuel storage tank or tank battery shall be installed in conformance with the spill prevention control and counter measure plan published by the U.S. Environmental Protection Agency.
12. A tank or tank battery shall not be located nearer than 150' from any residence or dwelling, unless the tank or tank battery existed prior to the residence or dwelling.
13. A tank or tank battery shall not be closer than 30' from any combustible structure.
14. Oil and fuel storage tanks or tank batteries, fences and wall shall be kept well painted and in good repair.
15. If the well(s) associated with an oil storage tank or tank battery is/are plugged, or if the storage tank battery is no longer in use, the storage tank or tank battery and associated pipelines shall be removed and the land restored. This provision includes all associated appurtenances with the wells and or tank batteries. This removal shall occur within six months unless documentation can be provided that the well and or tank battery will be used within the next two years. For the purpose of this provision, the term no longer in user shall mean that the tank or tank battery, while it or they may contain some residue of fuel, has not been pumped into or out of within the past six months.
16. Other oil or fuel storage tanks that receive products from transmission or distribution lines that are not pumped into or out of for a period of six months shall be considered abandoned and/or unused. The leaseholder shall disassemble and completely remove such tanks and all associated appurtenances from the site unless it is shown that there are plans to reuse the storage tanks within the next two years.
17. Within six months after the removal of any oil storage tanks or tank batteries, the permittee shall restore the property to its original state insofar as possible, to include removal and/or restoration of any un-remediated soil.
18. Pumps shall be electrically powered.
19. All surface equipment shall be kept clean, painted, in good repair and properly lubricated in order that they will operate quietly. The noise produced by well jacks or units on a producing well shall not exceed 50 decibels at any boundary of the parcel on which the well is located.
20. All flow lines shall be buried at least (1) one foot under the ground. Depending upon adjacent land uses and proposed streets, roads and highways, the City may require lines to be buried at a greater depth.
21. Upon the removal of the associated tank batteries and/or the plugging of wells associated with such pipelines, the pipelines shall be removed.
22. Any waste oil or water in, on, or around any premises shall be immediately cleaned up and the ground shall be cleaned of any oil bearing dirt.
23. The leaseholder shall proceed with the drilling operations with the highest degree of care so as not to injure adjoining property or persons in any manner by keeping the premises suitably fenced or guarded 24 hours a day in such manner as to avoid trespassing during the drilling and exploratory operations; and to remove all drilling mud upon completion of drilling operations; immediately cleaning the grounds around the well of all drilling mud and/or salt water or water. The area shall be made to conform in appearance to the lands in the neighborhood wherein such drilling, exploration or maintenance operations are so conducted. All pits and contents shall be removed from the premises and the drill site within 30 days after completion of the well. Prior to the commencement of any drilling operations a private road shall be installed to the drill site and the operation site that is at least (10) ten feet wide and has an overhead clearance of at least 14 feet and is surfaced and maintained to prevent dust and mud.
24. Sounds during drilling operations shall not exceed 60 decibels during daytime hours between 7 a.m. and 7 p.m. and 50 decibels during nighttime hours between 7 p.m. and 7 a.m. measured at any occupied structure on a parcel other than the parcel on which the oil or gas well is located.

25. The center of any well at the surface shall be a minimum of 25 feet from any storage tank or source of ignition; 100 feet from any building accessory to the well, public street, road, highway, right-of-way or property line; 300 feet from any water well; 400 feet from any commercial or industrial building and 600 feet from any residence. The minimum distances may be reduced by a waiver granted by the Planning and Zoning Board and the City Council or by written notarized waivers granted by owners of all buildings within the radius being protected from drilling. All waivers must identify the property address, block and lot number, subdivision name (if applicable), and plat volume and page. Such waivers must be filed, at the expense of the operator in the Grayson County Records.
26. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

27. All requirements of the floodplain ordinance shall be followed.
28. Drilling under the railroad shall be approved by the BNSF Railroad.
29. Any damage to the existing roadways shall be repaired by Silver Creek Oil & Gas, LLC.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

You are hereby notified to be present, either in person or by your authorized representative to present your request on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Scott Shadden at 903-892-7229 prior to the meeting.

Respectfully,



Scott Shadden

Secretary, Planning and Zoning Board and Board of Adjustment

CC: George Olson, City Manager
Mark Gibson, Director of Utilities
Clay Barnett, Dir. of Public Works and Engineering

Jamie Baggs, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 3.

Meeting Date: 03/17/2014

Prepared By: Linda Ashby, City Clerk

Approved By: George Olson, City Manager

Caption:

PUBLIC HEARING FOR APPLICATION FOR A PERMIT TO DRILL AN OIL AND GAS WELL

Consider Silver Creek Oil & Gas' Application for a Permit to Drill an Oil and Gas Well (Mustang 2H) in an R-1 (One Family Residential) District located in the 5600 block of Farmington Road, being 76.54 acres in the William Martin Survey, Abstract No. 765

Issue:

Silver Creek Oil & Gas has filed an application with the City of Sherman to drill an oil/gas well in the 5600 block of Farmington Road, off F.M. 1417 West. Article 4.10 of the City's Code of Ordinances requires a public hearing on the application. A copy of the notice of public hearing was mailed by the applicant to each owner and lessee of lots, blocks and tracts in the drilling block and was published in the local newspaper.

Background:

Silver Creek Oil & Gas has provided the necessary paperwork for the application, including an Oil Well Performance Bond in the amount of \$100,000.00; certification from the Texas Water Development Board; a list of citizens notified by registered mail of the public hearing; return receipts from the registered mail notifications; a Publisher's Affidavit stating that the notice was advertised in the Herald Democrat on three separate occasions; and copies of the advertisements.

They are also in the process of obtaining their permit from the Railroad Commission. Once all necessary documentation is received, Silver Creek Oil & Gas' Oil Well Permit will be brought back to the Council for consideration of approval.

Origination:

The application originated with Silver Creek Oil & Gas.

Financial Consideration:

There is no financial consideration to the City of Sherman.

Staff Recommendation:

The staff recommends that a public hearing be held on the application.

Alternatives:

The City Council could choose not to hold the public hearing.

Attachments

Application

Plat

Map

Payment

Texas Water Development Board Permit

Oil Well Performance Bond

Liability Insurance

Certified Receipts

Letters to Property Owners and Lease Holders

Publisher's Affidavit

Legal Notices

**CITY OF SHERMAN
APPLICATION FOR PERMIT TO DRILL OR DEEPEN**

Date: March 5, 2014

Name or Company or Operator

1. Name of Applicant: Silver Creek Oil & Gas
2. Permanent Address: 5525 N MacArthur Blvd. Ste 775
3. City, State, Zip: Irving, Texas 75038
4. Is applicant an individual, partnership or corporation?
☐ Individual ☐ Partnership ☒ Corporation
5. Principal Office: same
Address: same State: _____ Zip: _____
6. Names of all partners or officers: John Sanchez,
John Perry, William Nickerson, Brian Dutton,
Phil Coyle

Description of Lease

1. Block Number: N/A (See City Drilling Map)
2. Size of Block: N/A square feet
3. Amount of block owned or leased by applicant: N/A square feet
4. Names of all owners and lessees in block other than applicant, with number of square feet in block owned by each:

<u>N/A</u>	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

MAR 2014

5. Names of streets, roads, lanes or alleys surrounding block:
North: N/A South: W. Shepherd Dr.
East: N/A West: Farmington Rd
6. Distance from nearest producing well: 11,756 feet
7. Elevation of proposed location: 689' feet from sea level
8. Distance from nearest hospital, school, church or public building:
14,122 feet. Direction: SW from Fire station at FM 1417 & US 75
9. Distance from nearest dwelling: 3,050 feet
10. Type of rig; rotary or cable: Rotary

APPLICATION FOR PERMIT TO DRILL OR DEEPEN

11. Source of power: ☐ Diesel ☒ Electric
12. Amount of well casing on hand with diameters:
N 2,600' - 9 5/8" N 5,700' - 4 1/2"
N 7,800' - 7"
13. Describe proposed arrangement for slush pit if allowed by City Council and arrangement for handling mud and waste if slush pit not allowed:
Reserve pit will be lined to handle cuttings & fluid. Upon completion, fluid will be hauled off & cuttings solidified & buried in pit. If not allowed, a closed loop system will be implemented.
14. Describe location and type of proposed production tanks, if allowed, and proposed arrangement for disposition of oil and gas produced:
2x300 barrel steel oil tanks & 2x300 barrel fiberglass water tanks (a 300 barrel tank is 12' diameter & 15' tall)
Disposition of oil will be transport truck operated by Plains Marketing, LP. Disposition of gas will be by a pipeline laid by Semgas, LP.
15. Name of surety company to carry bond required: Aspen American Insurance Company
16. Name of carrier of tort liability insurance required: St Paul Fire and Marine Insurance Co.
17. Notice of this application was sent by registered mail to all owners and lessees (other than applicant) within the above-described block on March 5, 2014.

Attached to this application are:

1. Map or plat, scale: 1 inch = 20 feet, of block covered in application showing exact location of the proposed well and all improvements on block.
2. Certified copies of leases or deeds showing ownership of fee or mineral interests in block (or abstracts of title if ownership or application is contested).
3. Copies of Registry receipts on notices mailed to other owners or lessees on same block, and if notice is had by publication, an affidavit of publisher showing dates of publication.

Applicant recognizes that the permit granted hereunder, if any, does not and will not constitute a vested right, and applicant will comply with all provisions of Ordinances of the City of Sherman and any and all subsequent changes or amendments thereto.

Silver Creek Oil & Gas, LLC

Applicant

By: [Signature]

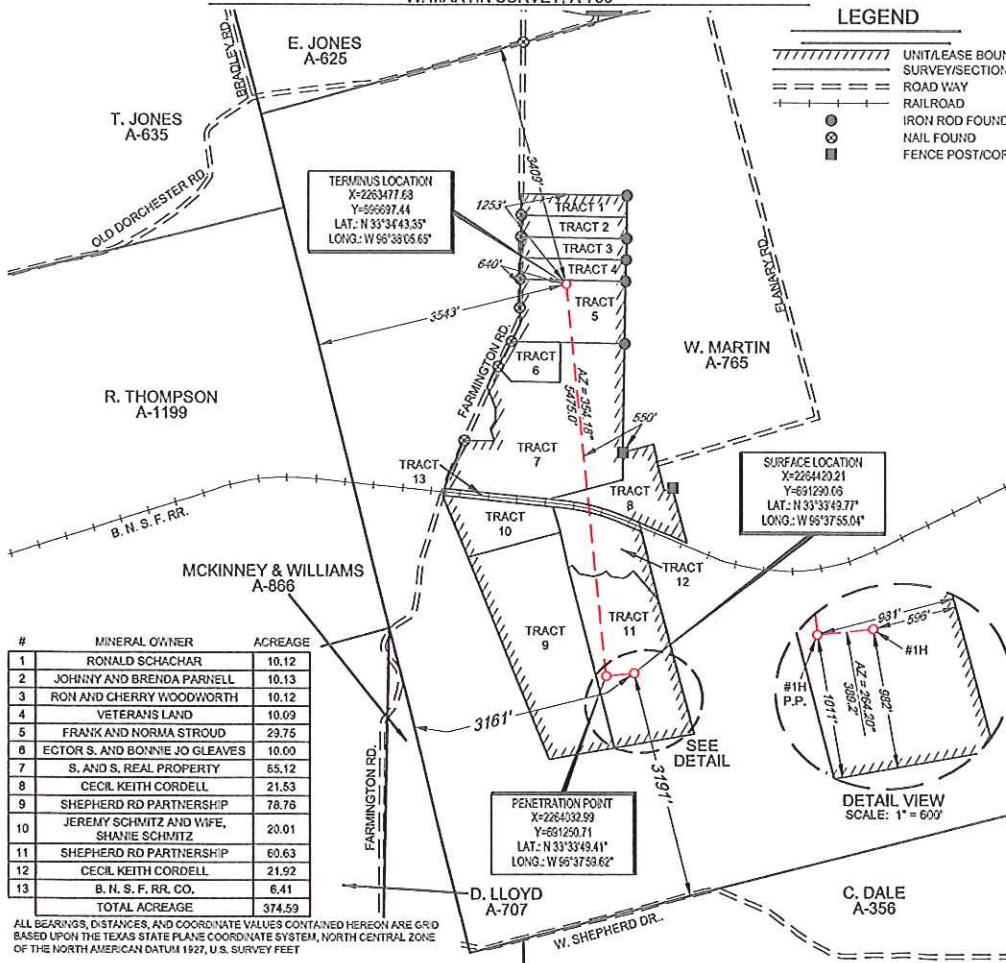
GRAYSON COUNTY, TEXAS

SURFACE LOCATION: 3161' FSWL & 3191' FSEL

W. MARTIN SURVEY, A-765

LEGEND

- UNIT/LEASE BOUNDARY
- SURVEY/SECTION LINE
- ROAD WAY
- RAILROAD
- IRON ROD FOUND
- NAIL FOUND
- FENCE POST/CORNER



#	MINERAL OWNER	ACREAGE
1	RONALD SCHACHAR	10.12
2	JOHNNY AND BRENDA PARNELL	10.13
3	RON AND CHERRY WOODWORTH	10.12
4	VETERANS LAND	10.09
5	FRANK AND NORMA STROUD	23.75
6	ECTOR S. AND BONNIE JO GLEAVES	10.00
7	S. AND S. REAL PROPERTY	85.12
8	CECIL KEITH CORDELL	21.53
9	SHEPHERD RD PARTNERSHIP	78.76
10	JEREMY SCHMITZ AND WIFE, SHANIE SCHMITZ	20.01
11	SHEPHERD RD PARTNERSHIP	60.63
12	CECIL KEITH CORDELL	21.92
13	B. N. S. F. RR. CO.	6.41
	TOTAL ACREAGE	374.59

ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREON ARE GRD
BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE
OF THE NORTH AMERICAN DATUM 1927, U.S. SURVEY FEET

ALL INSTRUMENTS, PRE-POST DRILLING DATA, PRE-POST COMPLETION DATA,
HARD LINE INFORMATION, LEASE INFORMATION, AND ANY PERTINENT INFORMATION
USED IN THE PREPARATION OF THIS MAP WAS PROVIDED BY EOG RESOURCES, INC.

ORIGINAL DOCUMENT SIZE: 8.5" X 14"

SILVER CREEK
OIL & GAS

LEASE NAME & WELL NO.: MUSTANG #2H DATE OF SURVEY: NOVEMBER 21, 2013

LOCATED: ±5.1 MILES NORTHWEST OF SHERMAN, TX GROUND ELEVATION: 689'

BEST ACCESSIBILITY TO LOCATION: FROM SHEPHERD DR. TO A POINT ±3150 FEET SOUTHEAST OF THE LOCATION.

DISTANCE & DIRECTION FROM HWY JCT. OR TOWN: FROM THE INTERSECTION OF US-75 & FM. 1417, GO NORTH ON US-75 ±2.3 MILES, THENCE

WEST ON SHEPHERD DR. ±1.3 MILES TO A POINT ±3150 FEET SOUTHEAST OF THE LOCATION.

CERTIFICATION:

I, MICHAEL BLAKE BROWN, A REGISTERED PROFESSIONAL LAND SURVEYOR, AND AN
AUTHORIZED AGENT OF TOPOGRAPHIC LAND SURVEYORS, DO HEREBY CERTIFY THAT
THE ABOVE DESCRIBED "PRE-CONSTRUCTION" PROPOSED WELL LOCATION WAS
SURVEYED AND STAKED ON THE GROUND AS SHOWN HEREIN.

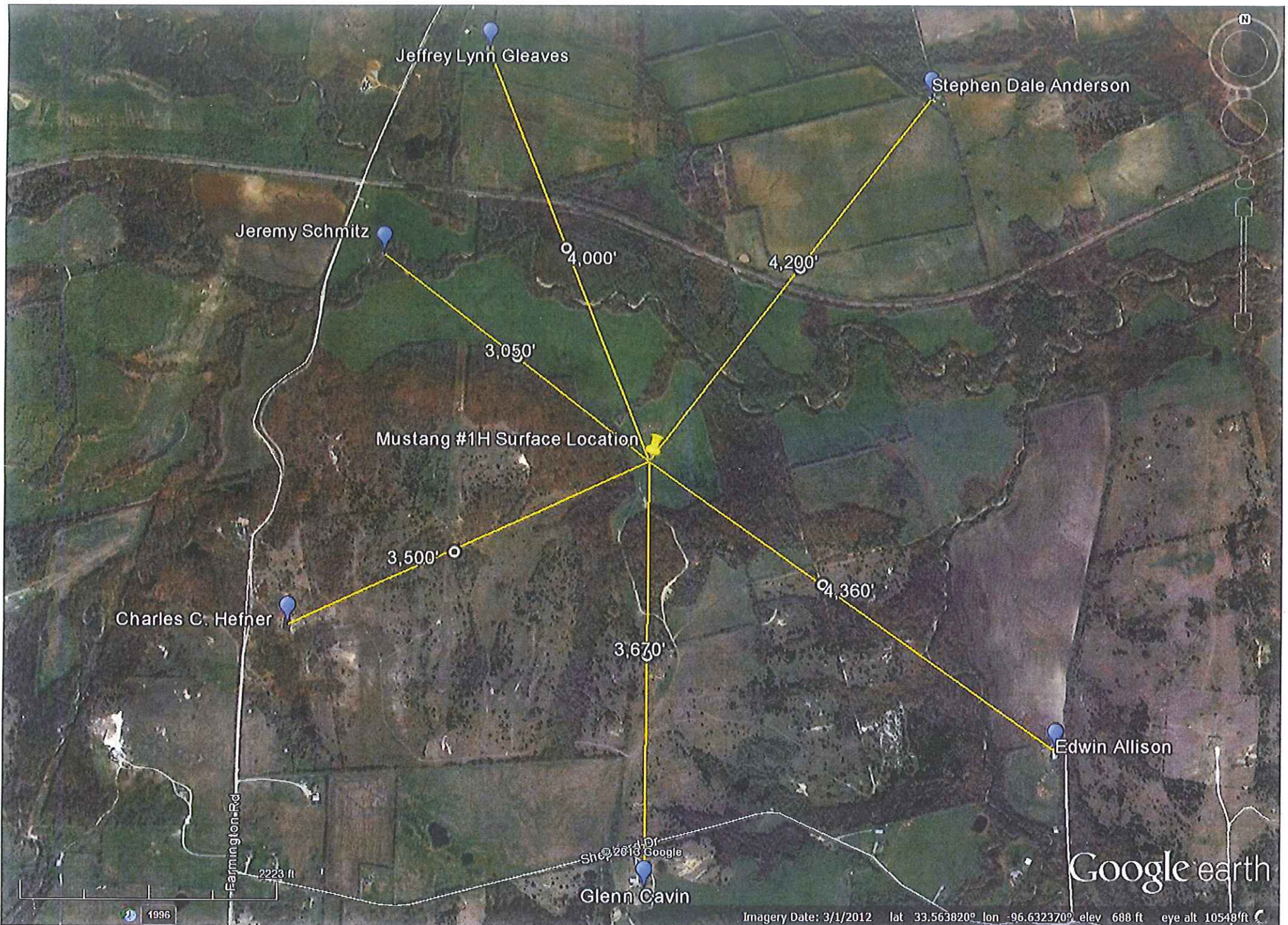
[Signature]



FILE NAME LO_MUSTANG_2H_REV3
S.V.

TEXAS REG. NO.

5857



City Clerk (903) 892-7206

RECH: 00662537 3/05/2014 3:19 PM
OPER: CCC TERM: 113
REF#: 3218

TRAN: 113.9999 OTHER MISC
SILVER CREEK OIL AND GAS
PERMIT FEE
OIL & GAS RENTAL 650.00CR

TENDERED: 650.00 CHECK
APPLIED: 650.00-

CHANGE: 0.00

VISIT www.ci.sherman.tx.us
Utility Billing (903) 892-7237
Finance (903) 892-7309
Court (903) 892-7295

PRINTED ON RECYCLED PAPER

Daniel or Amanda Driver
2929 CR SW 3170
WINDSOR, TX 75494

88-7252/3119
ESSCHER PLUS Check Fraud
Protection & ID Remedies

3218

Pay to the
Order of City of Sherman \$ 650.00

Six hundred fifty and no/100 Dollars

MINOLEA COMMUNITY BANK
500 SOUTH MAIN
WINDSOR, TX 75494

For Drilling Permit

[Signature]

Date 3/5/14

MP

Groundwater
Advisory Unit

GROUNDWATER PROTECTION DETERMINATION

Date February 13, 2014

GAU File No.: SC- 3076

***** EXPEDITED APPLICATION *****

API Number 18100000

Attention: VERONICA S CARR

RRC Lease No. 000000

SC_781909_18100000_000000_3076.pdf

SILVER CREEK O&G LLC
5525 N MACARTHUR
IRVING TX 78038

--Measured--

3551 ft FSWL

3848 ft FSEL

MRL: SURVEY

P-5# 781909

Digital Map Location:

X-coord/Long 96.64070

Y-coord/Lat 33.59810

Datum 83

Zone

County GRAYSON

Lease & Well No. CABO #2H

Purpose ND

Location SUR-JONES E., A-625, --[TD=12800], [RRC 9],

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Texas Railroad Commission recommends:

The interval from the land surface to a depth of 100 feet must be protected. In addition the Woodbine, which is estimated to occur from a depth of 600 feet to 1150 feet, and the Trinity (including the Hosston), which is estimated to occur from a depth of 1450 feet to 2350 feet, must be protected.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is intended for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

If you have any questions, please contact us at 512-463-2741, gau@rrc.state.tx.us, or by mail.

Sincerely,


Digitally signed by Jack Oswalt
DN: c=US, st=TEXAS, l=Austin,
o=Railroad Commission of Texas,
ou=Groundwater Advisory Unit, cn=Jack
Oswalt, email=jackoswalt@rrc.state.tx.us
Date: 2014.02.13 09:11:53 -0600

Jack M. Oswalt, P.G.

GEOLOGIST SEAL



Geologist, Groundwater Advisory Unit
Oil & Gas Division

The seal appearing on this document was authorized by Jack M. Oswalt on 2/13/2014
Note: Alteration of this electronic document will invalidate the digital signature.



City of Sherman
P.O. Box 1106
Sherman, Texas 75091
(903) 892-7204

OIL WELL PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF GRAYSON §
CITY OF SHERMAN §

BOND NO. SU02035

KNOW ALL MEN BY THESE PRESENTS.

That we, Silver Creek Oil & Gas, LLC, as principal, and Aspen American Insurance Co. as surety, hereby acknowledge ourselves, bound to the City of Sherman, a municipal corporation, for the benefit of the said City, and all persons, firms and corporations concerned, in the sum of One Hundred Thousand dollars for the payment of which well and truly to be made, the said principal binds himself, his heirs, executors, administrators and assigns, and the surety does hereby bind itself and its successors, firmly by these presents, all being bound jointly and severally by these presents.

The condition of the above obligation is such that, whereas the above bounden principal has applied to the City of Sherman for a permit to drill an oil well within the City limits and on Drilling Block No. _____ in compliance with the provisions of Chapter 22 of the 1991 recodified ordinances, as amended, and whereas the said ordinances require a bond conditioned that if the permit be granted and if drilling operations be commenced thereunder the applicant and his assigns will comply with the terms and conditions of the said ordinances, and all future amendments and regulations thereunder in the drilling and operation of said well; and that the applicant will restore the streets and sidewalks and other public places of the City which may be disturbed in the operations to their former conditions, and will clear the blocks and lots of all litter, machinery, derricks and buildings erected or used in the drilling or operation of said well whenever the well shall be completed, abandoned or the operations therefor discontinued and that the applicant or his assigns will pay such sums as may be due by them by reason of production of oil, gas or other minerals to all persons, firms or corporations owning lots, blocks or tracts of land in said drilling block or area who have not executed, at the time of filing of such bond, or who shall not execute during the term of said bond and prior to the accrual of liabilities thereunder, leases, drilling contracts, waivers or other form of contract under which the applicant or his assigns is or are authorized to operate the premises of said owner of the development and production of oil and gas in accordance with the provisions of said ordinances.

NOW, THEREFORE, if the above bounden principal, his heirs, executors, administrators, and assigns, shall well and truly keep, do and perform each and every, all and singular the obligations, matters and things required by said Chapter 22 of the 1991 recodified ordinances, as amended, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF witness our hands this 27th day of February, 2014.

Silver Creek Oil & Gas, LLC

PRINCIPAL [Signature]

SURETY Aspen American Insurance Company

[Signature]
Teresa D. Kelly, Attorney-in-Fact

AGENT Alliant Insurance Services, Inc.
5847 San Felipe, Suite 2750
ADDRESS Houston, TX 77057

PHONE NO 832-485-4000

PRINCIPAL Silver Creek Oil & Gas, LLC
5525 N. MacArthur Blvd, Suite 775
ADDRESS Irving, TX 75038

PHONE NO 972-573-1630



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Dan W. Burton; Benjamin D. Wilcox; Candace D. Bosheers; Teresa D. Kelly of Alliant Insurance Services, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 8th day of February, 2012

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Mathew Raino, Vice President

On this 8th day of February 2012, before me personally came Mathew Raino to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation, and that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: 5/31/2016

CERTIFICATE

I, the undersigned, Mathew Raino of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 27th day of February, 2014

By: [Signature]

Name: Mathew Raino, Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspenspecialty.com



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Aspen American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-245-8510

You may also write:

Aspen American Insurance Company
Attention: Compliance Department
175 Capital Boulevard
Rocky Hill, CT 06067

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Aspen American Insurance Company para informacion o para someter una queja al:

1-877-245-8510

Usted tambien puede escribir:

Aspen American Insurance Company
Attention: Compliance Department
175 Capital Boulevard
Rocky Hill, CT 06067

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



SILVCRE-07 NCERVANTES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Houston-Alliant Insurance Services, Inc. 5847 San Felipe Ste 2750 Houston, TX 77057	CONTACT NAME: PHONE (A/C, No, Ext): (832) 485-4000 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Silver Creek Oil & Gas, LLC 5525 N MacArthur Blvd, STE 775 Irving, TX 75038	INSURER(S) AFFORDING COVERAGE INSURER A: St Paul Fire and Marine Insurance Co INSURER B: Underwriters at Lloyd's London (IL) INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24767 15792

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sudden/Accidental ☒ Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			11T44774	2/8/2014	2/8/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			11T44774	2/8/2014	2/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$ 10,000			11T44774	2/8/2014	2/8/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Control of Well			A-1069-COCP	2/8/2014	2/8/2015	See Notes

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Control of Well (100%) A.O.O., CSL:

Drilling, Deepening, Sidetrack, Re-entry, Completion or Recompletion wells:
\$20,000,000Producing, Shut-in, TA, SWD, Injection or Other Wells:
\$ 3,000,000 All Wells 0-5,000' TMD
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Sherman
220 W Mulberry
PO Box 1106
Sherman, TX 75091

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: SILVCRE-07

NCERVANTES

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Houston-Alliant Insurance Services, Inc.		NAMED INSURED Silver Creek Oil & Gas, LLC 5525 N MacArthur Blvd, STE 775 Irving, TX 75038	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

\$ 5,000,000 All Wells 5,001'-10,000' TMD

\$10,000,000 All Wells 10,001'-15,000' TMD

\$15,000,000 All Wells over 15,000' TMD and All Horizontal Wells

Care, Custody and Control:

\$ 3,000,000 in respect of Producing, Shut-in, TA, SWD, Injection or other wells

\$20,000,000 in respect of Drilling, Deepening, Sidetrack, Workover, Re-entry, Completion or Re-completion wells

Remarks:

Additional Remarks:

The General and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder.

The General and Auto Liability policies include a blanket waiver of subrogation endorsement that provides this feature when there is a written contract between the named insured and the certificate holder.

Umbrella follows form over the General Liability.

4399 1659 0000 NT/T CTN

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For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Debra McMillan
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Laurie Sheepsline
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006

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OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Nelda Joyce Johnston
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006 See Reverse for Instructions

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OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Joe Michael Cloud
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006 See Reverse for Instructions

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Billy Glenn Cloud
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™
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For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Billie Cloud, Life Estate
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To Paul Wayne Safford
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2006 See Reverse for Instructions

=====

SHERMAN MPO
SHERMAN, Texas
750909998
4822710090-0097

03/05/2014 (903)892-9234 03:53:50 PM

=====

===== Sales Receipt =====

Product Description	Sale Unit Qty	Price	Final Price
---------------------	---------------	-------	-------------

GUNTER TX 75058 Zone-1			\$0.49
First-Class Mail Letter			
0.50 oz.			
Expected Delivery: Thu 03/06/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916643			

=====

Issue PVI: \$6.49

AUBREY TX 76227 Zone-1			\$0.49
First-Class Mail Letter			
0.50 oz.			
Expected Delivery: Fri 03/07/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916780			

=====

Issue PVI: \$6.49

DALLAS TX 75225 Zone-1			\$0.49
First-Class Mail Letter			
0.50 oz.			
Expected Delivery: Fri 03/07/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916735			

=====

Issue PVI: \$6.49

MCKINNEY TX 75069 Zone-1			\$0.49
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Thu 03/06/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916728			

=====

Issue PVI: \$6.49

VERNON TX 76384 Zone-1			\$0.49
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Fri 03/07/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916759			

=====

Issue PVI: \$6.49

GRANBURY TX 76049 Zone-1			\$0.49
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Fri 03/07/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916766			

LAKE CITY CO 01235 Zone-3 \$0.49

First-Class Mail Letter

0.40 oz.

Expected Delivery: Sat 03/08/14

Return Rcpt (Green Card) \$2.70

@@ Certified \$3.30

USPS Certified Mail #:

70131710000065916773

=====

Issue PVI: \$6.49

AUBREY TX 76227 Zone-1			\$0.49
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Fri 03/07/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916797			

=====

Issue PVI: \$6.49

AUBREY TX 76227 Zone-1			\$0.49
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Fri 03/07/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916803			

=====

Issue PVI: \$6.49

SAVOY TX 75479 Zone-1			\$0.49
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Thu 03/06/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916742			

=====

Issue PVI: \$6.49

FORT WORTH TX 76131 Zone-1			\$0.49
First-Class Mail Letter			
0.50 oz.			
Expected Delivery: Fri 03/07/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916827			

=====

Issue PVI: \$6.49

SHERMAN TX 75090 Zone-0			\$0.49
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Thu 03/06/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916834			

=====

Issue PVI: \$6.49

SALT LAKE CITY UT 84150			\$0.49
Zone-5			
First-Class Mail Letter			
0.40 oz.			
Expected Delivery: Sat 03/08/14			
Return Rcpt (Green Card)		\$2.70	
@@ Certified		\$3.30	
USPS Certified Mail #:			
70131710000065916810			

=====

Issue PVI: \$6.49

NORM TX 75459 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916988
=====

Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916995
=====

Issue PVI: \$6.49

KERMIT TX 79745 Zone-4 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916452
=====

Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.50 oz.
Expected Delivery: Thu 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065917008
=====

Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.50 oz.
Expected Delivery: Thu 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916391
=====

Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916407
=====

Issue PVI: \$6.49

KERMIT TX 79745 Zone-4 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916421
=====

Issue PVI: \$6.49

GALLATIN TN 37066 Zone-4 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916414
=====

Issue PVI: \$6.49

ODESSA TX 79761 Zone-4 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916445
=====

Issue PVI: \$6.49

KERMIT TX 79745 Zone-4 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916438
=====

Issue PVI: \$6.49

KENNER LA 70065 Zone-4 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916469
=====

Issue PVI: \$6.49

LUBBOCK TX 79416 Zone-3 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916476
=====

Issue PVI: \$6.49

LUBBOCK TX 79416 Zone-3 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916483
=====

Issue PVI: \$6.49

ROSWELL NM 88201 Zone-3 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916506

=====
Issue PVI: \$6.49

SLIDELL LA 70458 Zone-4 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916513

=====
Issue PVI: \$6.49

SHERMAN TX 75090 Zone-0 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916520

=====
Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916537

=====
Issue PVI: \$6.49

THE COLONY TX 75056 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916551

=====
Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916544

=====
Issue PVI: \$6.49

HOWE TX 75459 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916568

=====
Issue PVI: \$6.49

HOWE TX 75459 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916575

=====
Issue PVI: \$6.49

SHERMAN TX 75090 Zone-0 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916582

0.50 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916841
=====

Issue PVI: \$6.49

OKLAHOMA CITY OK 73128 \$0.49
Zone-3
First-Class Mail Letter
0.40 oz.
Expected Delivery: Fri 03/07/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916858
=====

Issue PVI: \$6.49

OKLAHOMA CITY OK 73160 \$0.49
Zone-3
First-Class Mail Letter
0.40 oz.
Expected Delivery: Fri 03/07/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916865
=====

Issue PVI: \$6.49

SAVOY TX 75479 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916889
=====

Issue PVI: \$6.49

OKLAHOMA CITY OK 73160 \$0.49
Zone-3
First-Class Mail Letter
0.40 oz.
Expected Delivery: Fri 03/07/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916872
=====

Issue PVI: \$6.49

OKLAHOMA CITY OK 73127 \$0.49
Zone-3
First-Class Mail Letter
0.40 oz.
Expected Delivery: Fri 03/07/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916896
=====

Issue PVI: \$6.49

DALLAS TX 75201 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Fri 03/07/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916902

DALLAS TX 75203 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Fri 03/07/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916926
=====

Issue PVI: \$6.49

SHERMAN TX 75090 Zone-0 \$0.49
First-Class Mail Letter
0.50 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916957
=====

Issue PVI: \$6.49

FREDERICKSBURG TX 78624 \$0.49
Zone-3
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916919
=====

Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.50 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916933
=====

Issue PVI: \$6.49

WEST COLUMBIA TX 77486 \$0.49
Zone-3
First-Class Mail Letter
0.40 oz.
Expected Delivery: Fri 03/07/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916940
=====

Issue PVI: \$6.49

SHERMAN TX 75090 Zone-0 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916971
=====

Issue PVI: \$6.49

VAN ALSTYNE TX 75495 Zone-1 \$0.49
First-Class Mail Letter
0.50 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green Card) \$2.70
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916964

LA JOLLA CA 92037 Zone-6 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Sat 03/08/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916599

=====
Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916605

=====
Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916612

=====
Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.40 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916629

=====
Issue PVI: \$6.49

SHERMAN TX 75092 Zone-1 \$0.49
First-Class Mail Letter
0.50 oz.
Expected Delivery: Thu 03/06/14
Return Rcpt (Green \$2.70
Card)
@@ Certified \$3.30
USPS Certified Mail #:
70131710000065916636

=====
Issue PVI: \$6.49

=====
Total: \$350.46

Paid by:
Debit Card \$350.46
Account #: XXXXXXXXXXXX9073
Approval #: 310119
Transaction #: 643
23903020956
Receipt#: 005005

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

ecil K. Cordell or Mary M. Cordell, Trust
427 South Ash
Sherman, TX 75090

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Mary Cordell*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/6/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail®

☐ Priority Mail Express™

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

Article Number

(Transfer from service label)

7013 1710 0000 6591 6834

Form 3811, July 2013

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Slaine E. Bilderback, Director
of Corp. Facilities, BSNF Railway
2500 Lou Marck Dr., AOB-3
Ft. Worth, TX 76131

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *BSNF Rwy Co*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/6/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail®

☐ Priority Mail Express™

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

Article Number

(Transfer from service label)

7013 1710 0000 6591 6827

Form 3811, July 2013

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Lee Woodworth & Cheryl Woodworth
917 Redbud Trail
Sherman, TX 75092

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Cheryl Woodworth*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail®

☐ Priority Mail Express™

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

Article Number

(Transfer from service label)

7013 1710 0000 6591 6629

Form 3811, July 2013

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Jess Noy
7236 Lupton Circle
Dallas, TX 75225

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Donita Brown*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4/6/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail®

☐ Priority Mail Express™

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Elaine Terry Fieldhouse
501 Cottawood Ln.
Udena, TX 76384

Article Number
(Transfer from service label)

7013 1710 0000 6591 6759

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Andrew Ford Griffin
761 Farmington Rd.
Sherman, TX 75092

Article Number
(Transfer from service label)

7013 1710 0000 6591 7008

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Elsie June Griffith
555 Farmington Rd.
Sherman, TX 75092

Article Number
(Transfer from service label)

7013 1710 0000 6591 6995

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

bbby D.C. Atney and wife, Patricia C. Atney
106 Shields
Sherman, TX 75092

Article Number

7013 1710 0000 6591 6995

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Frank David Stroud
154 Hockberry Rd.
Van Alstyne, TX 75495

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
MAR 7 2014

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Transfer from service label) 7013 1710 0000 6591 6964

Form 3811, July 2013 Domestic Return Receipt

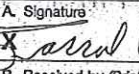
SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Carrol Dean Armstrong
57 Lakeside Drive
Sherman, TX 75090

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
CARROL ARMSTRONG 06/30/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Transfer from service label) 7013 1710 0000 6591 6520

Form 3811, July 2013 Domestic Return Receipt

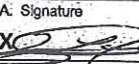
SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Robert Saefatis, Manager
ret Dallas LLC
201 Elm St., Ste 2500
Dallas, TX 75201

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
R. SAEFATIS

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Transfer from service label) 7013 1710 0000 6591 6902

Form 3811, July 2013 Domestic Return Receipt

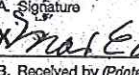
SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Max E. Arterberry
105 W. Whitewright Rd.
Savoy, TX 75479

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
MAX E. ARTERBERRY 03-07-14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number 7013 1710 0000 6591 7007

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

James T. Cordell
549 County Road 1220
Savoy, OK 75479

Article Number
(Transfer from service label)
Form 3811, July 2013

7013 1710 0000 6591 6889

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X James T. Cordell ☐ Agent ☐ Addressee

B. Received by (Printed Name) James T. Cordell C. Date of Delivery 3/7/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Jan Kelly Carter
555 Farmington Rd
Sherman, TX 75092

Article Number
(Transfer from service label)
Form 3811, July 2013

7013 1710 0000 6591 6391

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jan Carter ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jan Carter C. Date of Delivery 3/7/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Johnny B. Parnell and wife Brenda S. Parnell
545 Farmington Rd.
Sherman, TX 75092

Article Number
(Transfer from service label)
Form 3811, July 2013

7013 1710 0000 6591 6612

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Johnny Parnell ☐ Agent ☒ Addressee

B. Received by (Printed Name) Johnny Parnell C. Date of Delivery 3-7-2014

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Aurie Schepshire
104 Darwood
Kemp, TX 79445

Article Number

7013 1710 0000 6591 6424

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Billye Cloud ☐ Agent ☐ Addressee

B. Received by (Printed Name) Billye Cloud C. Date of Delivery 3/8/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Sillie Cloud, Life Estate
P.O. Box 852
Kermit, TX 79745-0852

Article Number
 (Transfer from service label) **7013 1710 0000 6591 6421**

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ **Billye Cloud** ☐ Agent ☐ Addressee

B. Received by (Printed Name) **Billye Cloud** C. Date of Delivery **3/8/14**

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Lebra McMillan
P.O. Box 856
Kermit, TX 79745-0856

Article Number
 (Transfer from service label) **7013 1710 0000 6591 6452**

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ **Billye Cloud** ☐ Agent ☐ Addressee

B. Received by (Printed Name) **Billye Cloud** C. Date of Delivery **3/8/14**

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Steven Dean Armstrong
111 B McCain
Sherman, TX 75092

Article Number
 (Transfer from service label) **7013 1710 0000 6591 6544**

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ **Steve Armstrong** ☐ Agent ☐ Addressee

B. Received by (Printed Name) **Steve Armstrong** C. Date of Delivery **3-8-14**

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Jeffrey Lynn Gleaves
5001 Farmington Rd
Sherman, TX 75092

Article Number
 (Transfer from service label) **7013 1710 0000 6591 6433**

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ **Jeffrey Gleaves** ☐ Agent ☐ Addressee

B. Received by (Printed Name) **Jeffrey Gleaves** C. Date of Delivery **3-8-14**

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Joe Michael Cloud
2206 34th Street
Kenner, LA 70065

Article Number
(Transfer from service label)

7013 1710 0000 6591 6469

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Joe Michael Cloud

☐ Agent
☒ Addressee

B. Received by (Printed Name)

Joe Michael Cloud

C. Date of Delivery

3/7/14

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Charles Lance Terry
8908 Madewood Ct
Granbury Tx 76049

Article Number
(Transfer from service label)

7013 1710 0000 6591 6766

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Charles L Terry

☐ Agent
☒ Addressee

B. Received by (Printed Name)

CHARLES L TERRY

C. Date of Delivery

3/7/14

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Billy M. Davis
1513 La Salle Dr.
Sherman, TX 75090

Article Number
(Transfer from service label)

7013 1710 0000 6591 6971

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Billy M Davis

☐ Agent
☒ Addressee

B. Received by (Printed Name)

Billy M Davis

C. Date of Delivery

3/6/14

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

LANCE L. Mueller
1705 Farmington Rd.
Shorthorn, TX 75092

Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Lance L. Mueller

☐ Agent
☒ Addressee

B. Received by (Printed Name)

LANCE L. MUELLER

C. Date of Delivery

3/7/14

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee)

☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Ken Law, Managing Gen. Retiree
700 Redbud Blvd, Ste 320
McKinney, TX 75069

Article Number
Transfer from service label) 7013 1710 0000 6591 6728

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Rosemary Hicks ☒ Agent ☐ Addressee

B. Received by (Printed Name)
Rosemary Hicks

C. Date of Delivery
3/6/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Wid. P. Martino, Trustee
1922 Christi Ln.
Aubrey, TX 76227

Article Number
Transfer from service label) 7013 1710 0000 6591 6780

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X P. Martino ☒ Agent ☐ Addressee

B. Received by (Printed Name)
P. Martino

C. Date of Delivery
3/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Richard D. Martino, Trustee
1922 Christi Ln.
Aubrey, TX 76227

Article Number
Transfer from service label) 7013 1710 0000 6591 6803

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X P. Martino ☒ Agent ☐ Addressee

B. Received by (Printed Name)
P. Martino

C. Date of Delivery
3/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

NDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

W. K. N. Martino, Jr., Trustee
922 Christi Ln.
Aubrey, TX 76227

Article Number
Transfer from service label) 7013 1710 0000 6591 6803

Form 3811, July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X P. Martino ☒ Agent ☐ Addressee

B. Received by (Printed Name)
P. Martino

C. Date of Delivery
3/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SILVER CREEK
— OIL & GAS —

March 5, 2014

Jeremy Schmitz and wife, Shanie Schmitz
413 Autry Boulevard
Gunter, TX 75058

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6643
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. and Mrs. Schmitz,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

"Notice is hereby given that SILVER CREEK OIL & GAS, LLC, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 5th day of March, 2014, file with the City Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Lot No. N/A, Block No. N/A, N/A Addition to the City of Sherman, in Drilling Block No. N/A, in the 5600 Block of Farmington Road. A hearing upon such application will be held in the Council Room of the City of Sherman at City Hall, 220 West Mulberry, at Five o'clock on the 17th day of March, 2014."

If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Clarence L. Mueller and Juanita L. Swayne
4705 Farmington Rd.
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6636
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

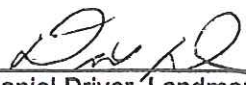
Dear Mr. Mueller and Ms. Swayne,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

"Notice is hereby given that SILVER CREEK OIL & GAS, LLC, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 5th day of March, 2014, file with the City Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Lot No. N/A, Block No. N/A, N/A Addition to the City of Sherman, in Drilling Block No. N/A, in the 5600 Block of Farmington Road. A hearing upon such application will be held in the Council Room of the City of Sherman at City Hall, 220 West Mulberry, at Five o'clock on the 17th day of March, 2014."

If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Ron Lee Woodworth and wife, Chery Woodworth
2917 Redbud Trail
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6629
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. and Mrs. Woodworth,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

"Notice is hereby given that SILVER CREEK OIL & GAS, LLC, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 5th day of March, 2014, file with the City Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Lot No. N/A, Block No. N/A, N/A Addition to the City of Sherman, in Drilling Block No. N/A, in the 5600 Block of Farmington Road. A hearing upon such application will be held in the Council Room of the City of Sherman at City Hall, 220 West Mulberry, at Five o'clock on the 17th day of March, 2014."

If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Johnny G. Parnell and wife, Brenda S. Parnell
4545 Farmington Rd.
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6612
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. and Mrs. Parnell,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Melanie R. Horn and Nicole M. Wethy
4545 Farmington Rd.
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6605
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Horn and Ms. Wethy,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Ronald A. Schachar
7241 Encelia Drive
La Jolla, CA 92037

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6599
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Schachar,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Chris David Armstrong
56 Lonesome Dove Dr.
Sherman, TX 75090

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6582
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Armstrong,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Shawwna Joy Ansley
P.O. Box 604
Howe, TX 75459

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6575
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Ansley,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Melodie Ann Bryant
607 Sperry
Dorchester, TX 75459

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6568
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Bryant,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Brenda Jean Hooley
5228 Sherman
The Colony, TX 75056

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6551
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Hooley,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Steven Dean Armstrong
411 B McCain
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6544
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

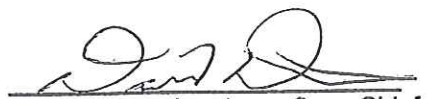
Dear Mr. Armstrong,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Mark Duwane Armstrong
209 N. Woods
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6537
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Armstrong,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Carrol Dean Armstrong
57 Lonesome Dove Dr.
Sherman, TX 75090

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6520
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

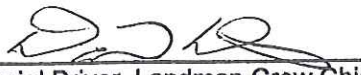
Dear Ms. Armstrong,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Douglas C. Cloud
1331 Constitution Drive
Slidell, LA 70458

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6513
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Cloud,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Kevin S. Cloud,
14 El Arco Iris
Roswell, NM 88201

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6506
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Cloud,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Rebecca L. Strickland
6910 9th Street
Lubbock, TX 79416

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6483
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Strickland,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Anna Jean Cloud
6910 9th Street
Lubbock, TX 79416

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6476
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Cloud,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Joe Michael Cloud
2206 34th Street
Kenner, LA 70065

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6469
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Cloud,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Debra McMillan
P.O. Box 856
Kermit, TX 79745-0856

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6452
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. McMillan,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Billy Glen Cloud
142 Partridge Park
Odessa, TX 79761

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6445
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Cloud,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

"Notice is hereby given that SILVER CREEK OIL & GAS, LLC, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 5th day of March, 2014, file with the City Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Lot No. N/A, Block No. N/A, N/A Addition to the City of Sherman, in Drilling Block No. N/A, in the 5600 Block of Farmington Road. A hearing upon such application will be held in the Council Room of the City of Sherman at City Hall, 220 West Mulberry, at Five o'clock on the 17th day of March, 2014."

If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Laurie Shropshire
604 Darwood
Kermit, TX 79745

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6438
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

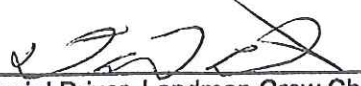
Dear Ms. Shropshire,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Billie Cloud, Life Estate
P.O. Box 856
Kermit, TX 79745-0856

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6421
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

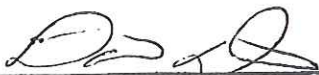
Dear Mr. Cloud,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Nelda Joyce Johnston
688 Bay Point Dr.
Gallatin, TN

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6414
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Johnston,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Paul Wayne Griffin
557 Farmington Rd.
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6407
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Griffin,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Jan Kelly Carter
555 Farmington Rd.
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6391
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

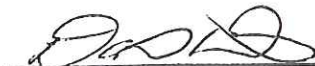
Dear Ms. Carter,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Andrew Ford Griffin
761 Farmington Rd.
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 7008
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

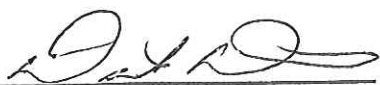
Dear Mr. Griffin,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Elsie June Griffin
555 Farmington Rd.
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6995
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Griffin,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Martha Gail Catching
P.O. Box 218
Howe, TX 75459

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6988
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Catching,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Billy M. Davis
1513 La Salle Dr.
Sherman, TX 75090

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6971
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Davis,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Frank David Stroud
154 Hackberry Rd.
Van Alstyne, TX 75495

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6964
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Stroud,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Bobby D. Cathey and wife, Patricia F. Cathey
1706 Shields
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6957
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. and Mrs. Cathey,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Jimmie Dwain Bell
1 Canterbury Lane
West Columbia, TX 77486

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6940
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

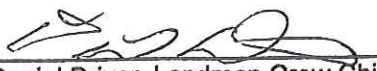
Dear Mr. Bell,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Jeffrey Lynn Gleaves
5001 Farmington Road
Sherman, TX 75092

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6933
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Gleaves,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

J. Durell Padgitt, III
12700 Hillcrest Rd.
Dallas, TX 75203

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6926
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Padgitt,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

J. Carson Dickie
P.O. Box 2643
Fredricksburg, TX 78624

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6919
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

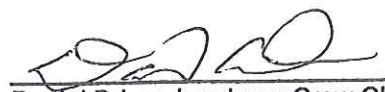
Dear Mr. Dickie,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Robert Sarfatis, Manager
Fort Dallas LLC, a Texas limited liability company
1601 Elm St., Ste 2500
Dallas, TX 75201

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6902
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Sarfatis,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Charlotte A. Mullins
8802 Lasley Dr.
Oklahoma City, OK 73127

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6896
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Mullins,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

"Notice is hereby given that SILVER CREEK OIL & GAS, LLC, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 5th day of March, 2014, file with the City Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Lot No. N/A, Block No. N/A, N/A Addition to the City of Sherman, in Drilling Block No. N/A, in the 5600 Block of Farmington Road. A hearing upon such application will be held in the Council Room of the City of Sherman at City Hall, 220 West Mulberry, at Five o'clock on the 17th day of March, 2014."

If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

James T. Cordell
549 County Road 1220
Savoy, OK 75479

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6889
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Cordell,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Wesley Joe Cordell
1804 January Place
Moore, OK 73160

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6872
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Cordell,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Johnnie L. Cordell
1804 January Place
Moore, OK 73160

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6865
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Cordell,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK

OIL & GAS

March 5, 2014

Barbara Joan Cordell Pierce
2001 South Macarthur Blvd., #204
Oklahoma City, OK 73128

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6858
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Pierce,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Lela May Cordell Williams
704 Dumascus Rd.
Enterprise, AL 36330

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6841
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Williams,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Cecil K. Cordell or Mary M. Cordell, Trustees
The Cecil K. Cordell and Mary M. Cordell
Revocable Living Trust
1427 South Austin
Sherman, TX 75090

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6834
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. and Mrs. Cordell,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Blaine E. Bilderback, Director of Corporate
Facilities and Development
BNSF Railway Company
2500 Lou Merk Drive, AOB-3
Fort Worth, TX 76131

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6827
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Bilderback,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

James B. Martino, Trustee
James B. Martino Children's Trust
50 East North Temple St.
Salt Lake City, UT 84150

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6810
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

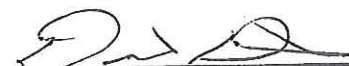
Dear Mr. Martino,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Richard D. Martino, Trustee
Richard D. Martino Children's Trust
4992 Christ Ln.
Aubrey, TX 76227

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6803
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Martino,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Frank N. Martino Jr., Trustee
Frank N. Martino, Jr. Children's Trust
4922 Christi Ln.
Aubry, TX 76227

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6797
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Martino,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Ruth Ellen Leever
PO Box 1221
Lake City, CO 81235

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6773
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Leever,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

David C. Martino, Trustee
David C. Martino Children's Trust
4922 Christi Ln.
Aubry, TX 76227

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6780
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Martino,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK

OIL & GAS

March 5, 2014

Charles Lance Terry
8903 Madewood Ct.
Granbury, TX 76049

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6766
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

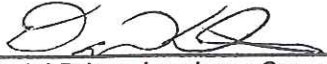
Dear Mr. Terry,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Elaine Terry Fieldhouse
5101 Cottonwood Lane
Vernon, TX 76384

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6759
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Ms. Fieldhouse,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Max E. Arterberry
105 W. Whitewright Rd.
Savoy, TX 75479

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6742
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Arterberry,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,



Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
— OIL & GAS —

March 5, 2014

Jess Hay
7236 Lupton Circle
Dallas, TX 75225

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6735
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

Dear Mr. Hay,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

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If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,


Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

SILVER CREEK
OIL & GAS

March 5, 2014

Jen Han, Managing General Partner
Shepard Rd. Partnership
1700 Redbud Boulevard, Suite 320
McKinney, TX 75069

VIA CERTIFIED U.S. MAIL
7013 1710 0000 6591 6728
RETURN RECEIPT REQUESTED

Re: Notice of Application for Permit to Drill
Mustang #2H Well
Grayson County, Texas

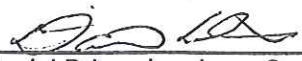
Dear Ms. Han,

As a requirement for the Application for a Permit to Drill with the City of Sherman for lands located within the City limits, we are required to notify all parties owning surface or mineral interests located within the boundaries of the proposed Unit for the Mustang #2H Well. The surface location for the subject well will be located on the property owned by Shepherd Rd. Partnership between Shepherd Drive, Farmington Road, and the BNSF Railroad. The location will be over 3,000 feet from any residential structure. Please see the notice below as stated.

"Notice is hereby given that SILVER CREEK OIL & GAS, LLC, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 5th day of March, 2014, file with the City Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Lot No. N/A, Block No. N/A, N/A Addition to the City of Sherman, in Drilling Block No. N/A, in the 5600 Block of Farmington Road. A hearing upon such application will be held in the Council Room of the City of Sherman at City Hall, 220 West Mulberry, at Five o'clock on the 17th day of March, 2014."

If you have any questions or need any additional information in this regard, please feel free to call me at any time at (903) 855-2247.

Respectfully,

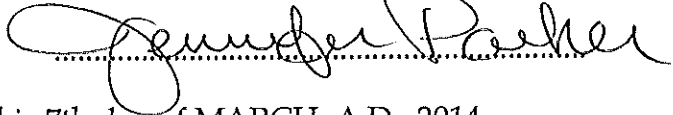

Daniel Driver, Landman Crew Chief
Tacoma Energy Corporation for
Silver Creek Oil & Gas, LLC

Publisher's Affidavit

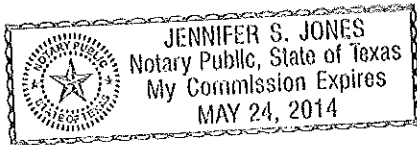
THE STATE OF TEXAS

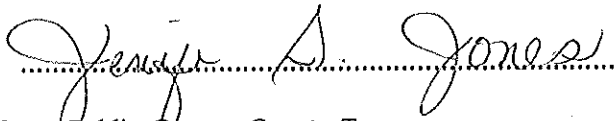
County of Grayson

Personally appeared before the undersigned authority JENNIFER PARKER,
CLASSIFIED MANAGER who being sworn says that SILVER CREEK OIL & GAS,
LEGAL NOTICE is published in the HERALD DEMOCRAT/SHOPPER IN
SHERMAN/DENISON, TEXAS on the following dates to wit: MARCH 5-7, 2014.


.....

Subscribed and sworn to before me this 7th day of MARCH, A.D., 2014.




.....
Notary Public, Grayson County, Texas

assifieds

IN PRINT AND ONLINE

- LINE ADS - ON LINE - UPDATED DAILY -

WEDNESDAY, MARCH 05, 2014 HERALD DEMOCRAT

Visit our Web Site: www.heralddemocrat.com

8181 or 903-465-7171



Fax: 903-868-1930 or 903-465-7171

Serving North Texas, Southern Oklahoma and the world!

Wednesday,
March 5,
2014



Herald
Democrat

Online at: HeraldDemocrat.com

Legal Notices

the 11th day of February, 2014.

KELLY ASHMORE
DISTRICT CLERK
GRAYSON COUNTY, TEXAS

SHLEANA BRINKLEY
DEPUTY

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NOTICE OF INVITATION TO BID

By order of Commissioner's Court, Grayson County, Texas, the Purchasing Agent is authorized to advertise to receive SEALED BIDS for a annual contract for:

- Annual Supply of Road Oils
- Annual Supply of Emulsions

Bid packages are available at the County Purchasing

Help Wanted

5 Full Time Entry Level Positions Available in Customer Service and Sales. Call Ashley at 214-504-3847, www.Betancourtadvanedge.com

A busy medical practice (2 physicians) is seeking an extremely well-organized, self-directed individual to oversee office operations/management, accounting, insurance billing and customer service. Please send resumes with detailed medical office management experience to greaterpersonnel@gmail.com

AGRICULTURE CHEMICAL SALES

LOCAL Exclusive Territory
*\$\$\$ Unlimited
*Flex Hours
*Family 1st Company
*Start ASAP
941-456-8384 cell
www.Atlantic-PacificAg.com

ANGELS OF CARE PEDIATRIC Home Health is currently hiring a

*RN Case Manager in Sherman, TX
We are looking to find passionate individuals that are looking for long term career opportunities to support our continued growth.

*COMPETITIVE PAY,
BONUS STRUCTURE

Help Wanted

Cackle & Oink Barbecue is seeking a friendly, dependable individual for part-time employment. 25-35 hours per week. Weekly cash bonus. Great work environment. Restaurant experience a plus. Must have transportation. Good work history & Food Handlers. Apply in person Mon-Fri. 2p-5p. 3210 Texoma Parkway.

Can You Dig It? Bulldozers, Backhoes and Excavators. 3 Week Hands On Training Provided. Become Nationally Certified. Lifetime Job Placement Assistance. GI Bill Eligible! 1-866-362-6497

*CASHIERS WANTED *
\$9.50+/hourly
+benefits available
Various Shifts Open
Call: 580-276-9523

CDL Drivers, Laborers, and Concrete Finishers needed. \$13-\$16/hr. Must have valid drivers license. 218-743-1877

Cedar Mills Marina located on Lake Texoma has immediate openings for Housekeeping. Apply in person at 500 Harbour View Road, Gordonville, Texas or send resume to hr@cedarmills.com or call 903-523-4222. Some weekend work a

Help Wanted

CLERICAL POSITION -
Looking for organized individual with basic computer knowledge and good phone skills. Full or part-time. Send resume to Clerical, P.O. Box 3011, Sherman, TX 75091.

Cocktail Server
\$2.13+ Tips
+ Benefits available
Various Shifts Open
Sign On Bonus of \$250.00
Call: 580-276-9523

 **SENIOR CARE
CENTERS**
Our generation caring for theirs.
Come Grow with us at

HOMESTEAD OF DENISON!

NOW HIRING

LVN

CMA

C.N.A. *
(\$500.00 Sign-On Bonus)

Contact Mandy Curtis,
RN DON at
903-463-4663
AA/EEO/M/F/D/V

Help Wanted

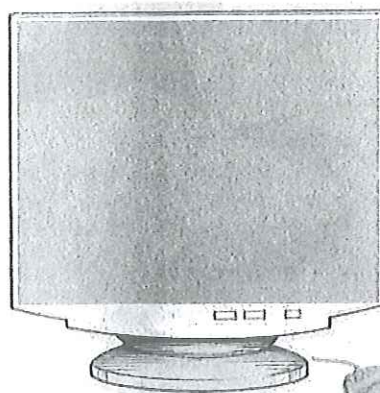
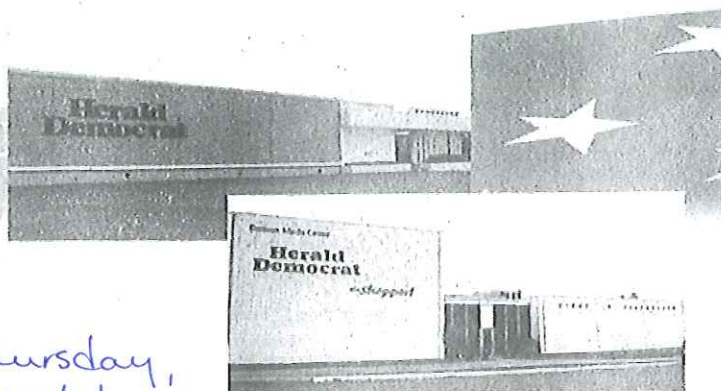


Diesel & Tire Tec
Graham International has immediate positions Diesel & Tire Techs. Excellent pay & benefits. Experience required. Call 903-892-2122 Ext. 6010

DRIVER
Locomotive Fueling: Der TX: Class A CDL w/hazr tanker end req'd. 2-yr exp req'd. Home call w/above avg pay & ben Apply online at www.locomotiveservice.com or leave message 303-362-3348

EVENTS COORDINATOR pos within our promotions or marketing department. The perfect candidate will have some promotions experience. LOVES to socialize and is passionate about helping

Serving North Texas, Southern Oklahoma and the west



Herald Democrat

Thursday,
March 6,
2014

Online at: **HeraldDemocrat.com**

Announcements

Adoptions

ADOPTION

Warm, Loving, Secure, College Educated Professional Home awaits the arrival of 1st child. Expenses paid.
Sharon 1-800-844-1670

Lost and Found

Found: male Black Lab, around 3 yrs. old. Green collar, no tag. Call (903)209-8584.

LOST CAT IN LUELLA AREA. WHITE & BLACK. NO TAIL. MALE. NEUTERED.

903-814-1792 LEAVE MESSAGE. REWARD FOR INFO.

LOST CATS:

My neighbor in W Sherman baited, trapped and dumped my cats on HWY 1417 near the Hunington Apts. All cats are spayed/neutered and vaccinated. They are: a torti, black, yellow/orange and a tiger stripe. Please call or text if have seen these cats- 903-272-7376.

Lost: gray striped 8 mo. old male cat in the vicinity of Turtle Creek area. Please call (903)813-0358

Personal Notices

Hailey, I would be honored if you would go to Prom with me. Love, Lance

Societies and Lodges



Travis Lodge
#117 AF & AM will hold a stated meeting Thursday, March 6, meal will be at 6:30pm and meeting will be at 7:30pm.

Larry Pettit, WM

Legal Notices

903-893-8177
Fax: 903-487-4514

By: Scott Pelley
State Bar No. 15732300
Attorneys for the Estate

NO. 2014-45P

THE ESTATE OF
JAMES A. KNOX, SR.,
DECEASED

\$
\$
\$

IN THE COUNTY COURT OF
GRAYSON COUNTY, TEXAS

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of James A. Knox, Sr., Deceased, were issued on January 25, 2014, in Cause No. 2014-45P, pending in the County Court of Grayson County, Texas to Mary S. Knox, Independent Executrix.

All persons having claims against the estate are hereby required to present the claim within the time prescribed by law, addressed in care of the representative's attorney, as follows:

Mary S. Knox
c/o David N. McNees
2100 Post Oak Crossing
Sherman, Texas 75092

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Texoma Auto Care
2902 Texoma Drive

Help Wanted

Auto Mechanic needed. Must be experienced, all makes & models. Must have diesel experience, must have own tools, nice 6 bay shop in Van Alstyne. Nice flat rate. Call (903)744-3053, ask for Greg.

★ Beverage Cart Attendant★
\$5.00+/hourly
+ Benefits available
Various Shifts Open
Call: 580-276-9523

Bonham Nursing & Rehabilitation is accepting applications for RN's, LVN's, CNA's & CMA's, all shifts.

Contact Lori Sackett at
(903)583-8551
or apply in person
709 W. 5th St. Bonham.

CAB Logistics needs experienced Class A truck drivers. Experience is preferred in sand hauling but not required. Must have at least 2 yrs. verifiable tractor/trailer driving experience, at least 23 yrs old, clean MVR's and background. Great pay plus benefits. 469-878-7823

Cackle & Oink Barbecue is seeking a friendly, dependable individual for part-time employment. 25-35 hours per week. Weekly cash bonus. Great work environment. Restaurant experience a plus. Must have transportation. Good work history & Food Handlers.
Apply in person
Mon-Fri. 2p-5p.
3210 Texoma Parkway.

★ CASHIERS WANTED ★
\$9.50+/hourly
+benefits available
Various Shifts Open
Call: 580-276-9523

Cedar Mills Marina located on Lake Texoma has immediate openings for Housekeeping. Apply in person at 500 Harbour View Road, Gordonville, Texas or send resume to hr@cedarmills.com or call 903-

Help Wanted

★Dairy Queen Attendant★
\$9.50+/hourly
+ Benefits available
Various Shifts Open
Call: 580-276-9523

Dedicated Driver with current Class A CDL for local runs needed for major retailer in Durant, Oklahoma. Starting salary 41¢ per mile plus trip pay. Average pay \$900 weekly. All new 2014 Volvo Trucks. Contact Bill Scribner (877)233-0400



Diesel & Tire Techs
Graham International has immediate positions for Diesel & Tire Techs. Excellent pay & benefits. Experience required.
Call 903-892-2122
Ext. 6010

DRIVER
Locomotive Fueling: Denison, TX: Class A CDL w/hazmat & tanker end req'd. 2-yr's CDL exp req'd. Home daily w/above avg pay & benefits. Apply online at www.locomotiveservice.com or leave message at 303-362-3348

Experienced Breakfast & Lunch Grill Cook. For interview call (903)463-6688.

Experienced Caregivers needed. Work one week, off one week. 24/7, \$1875/mo. Call (903)328-0562 for appt.

Experienced Seamstress needed, 2-3 days a week. 002.812.1155

Help Wanted

Grayson College
Records Specialist

Customer service and d try position knowledgeab areas of student admissi records, including appli registration, transcripts, cations, degree audit, tion and reporting. Resp for registration and communications. Securi sive position. Please v employment opportunit www.grayson.edu for i tions procedures. jobs@grayson.edu (903)463-8770.

Growing local company I for a Metal Building Det Skills Required:

- Daily use of AutoCAD
 - Working in a no drama office environment
 - Decent Math Skills Inclu Trigonometry
- Experience Preferred, bi required. We are willing the right person with right work ethic. Please email resume: mbsdchristman@gmail.com with the subject ATTN: Operations Mana mail a copy of your resu P.O. Box 978, Denison, TX

Hiring!

GREAT JOBS/GREAT IN MCKINNEY AR

ENCORE WIRE AT WATSON AND CH

- *FORKLIFT OPERATORS
- *MACHINE OPERATORS
- *WELDERS
- *GENERAL LABOR
- *ASSEMBLY
- *ELECTRICIANS-\$18-\$;
- *MAINTENANCE MECH - \$16+
- *MAINTENANCE-DOE
- *ACCOUNTS RECEIVAI \$14-\$16

MUST BE ABLE TO P CRIMINAL BACKGR CHECK. MUST HAVE A GEI

board motor or fishing, ski or pontoon boat, ATV or travel trailer or cheap car. (903)436-5031

WHO HAS: CARS, TRUCKS, VANS, BOATS, RIDING MOWERS, ATV'S, ETC. RUNNING OR NOT! DON'T SELL FOR SCRAP PRICES. "WE PAY MORE". ALSO BUYING TRAVEL TRAILERS. 903-267-2838

Who has
Old Junk Vehicles?
Top Dollar Paid &
Free Haul Off.
Get Rid Of It Today.
(214)809-9312 or
(903)357-9286

Legal Notices

Legal Notices

LEGAL NOTICE NOTICE TO BIDDERS

The Sherman I.S.D. will be accepting bids for instructional materials, office and medical supplies, school and/or office furniture catalog bid. Sealed bids will be received until 2:00 p.m., Thursday, March 20, 2014 at the Business Office, 2701 North Loy Lake Road, Sherman, Texas 75090 at which time said proposals will be publicly opened and read loud. Bids will be available March 7, 2014 on the Sherman I.S.D. Website www.shermanisd.net. All bids must be sealed and clearly marked "Instructional Materials, Office and Medical Supplies, School and/or Office Furniture Catalog Bid #14-163".

Specifications are available at the Sherman I.S.D. Business Office, located at 2701 North Loy Lake Road, Sherman, Texas 75090. Contact Kathy Hightower at (903)891-6415 when requesting specifications and/or bid forms.

Sherman I.S.D. reserves the right to reject any or all proposals and to waive any or all formalities.

Marvin Taylor, Purchasing Agent

"Notice is hereby given that SILVER CREEK OIL & GAS, LLC, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 5th day of March, 2014, file with the City Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Lot No. N/A, Block No. N/A, N/A Addition to the City of Sherman, in Drilling Block No. N/A, in the 5600 Block of Farmington Road. A hearing upon such application will be held in the Council Room of the City of Sherman at City Hall, 220 West Mulberry, at Five o'clock on the 17th day of March, 2014."

Notice of Public Hearing

The Gunter City Council will hold public hearings regarding a request by the owner/agent to replat the following property March, 24, 2014 6:00 p.m. at the Gunter Community Center located at 105 N. Fourth St.

The Bridges of Preston Crossing; Section 1 Block B; Lots 36 and 37. The request is to combine both lots into one larger lot.

ed below:

Devon Self Storage
903-893-3215
12:00 PM

1720 Loy Lake Rd
Sherman, TX 75090
Curtis Baxter - treadmill, table, dressers, stereo, tv, jack stand, boxes, love seat

Auctioneer
Buddy Thomas-11049

Employment

Help Wanted

24 HOUR CAREGIVERS NEEDED
Call Senior Care of North Texas office Mon-Fri 8-5 to arrange an interview.
(903)465-4482 or
(888)665-2992

5 Full Time Entry Level Positions
Available in Customer Service and Sales. Call Ashley at 214-504-3847,
www.Betancourtadvanedge.com

A busy medical practice (2 physicians) is seeking an extremely well-organized, self-directed individual to oversee office operations/management, accounting, insurance billing and customer service. Please send resumes with detailed medical office management experience to greaterpersonnel@gmail.com

A busy medical practice is seeking a well-organized, self-directed individual to maintain efficient day to day operations of the medical office, meeting profitability goals, improving provider and patient satisfaction and contributing to market growth and development. Send resume to greatpersonnel@gmail.com

AGRICULTURE CHEMICAL SALES

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*\$\$\$ Unlimited
*Flex Hours
*Family 1st Company
*Start ASAP
941-456-8384 cell
www.Atlantic-PacificAg.com

Grayson College Enrollment Advisor

The Enrollment Advisor is a full-time position and is responsible for sharing information about the college in person, by phone, social media and by correspondence. The position conducts recruitment activities as appropriate. Under the supervision of the Director of Admissions/Registrar the Enrollment Advisor will recruit, advise, and retain students for associate degrees and certificate programs from local high school, businesses, industries and community job fairs. Security sensitive position. Please visit our employment opportunities at www.grayson.edu for application procedures. E-mail jobs@grayson.edu or call (903)463-8770.

Computer and telephone skills.
Regular attendance.
Positive attitude.
Professional appearance.

Minimum Requirement:
Prior Auth experience and/or billing for Medical Practice experience required.

Please email resume to smilam@angelsoftcare.com if interested.

*Courier and General Maintenance

Must have valid Drivers License, and good driving record!

Full time hours, 50 percent of the time will be spent driving and the other 50 percent of the time will be spent performing general office upkeep, and moving office related items.

If interested please send resume to ljohnsonston@angelsoftcare.com

Asphalt paving machine operator, asphalt screed operator & CDL drivers needed. Download application at www.cumminsasphalt.com or Call Sam Elimam (580)548-3383 EOE

Auto Mechanic needed. Must be experienced, all makes & models. Must have diesel experience, must have own tools, nice 6 bay shop in Van Alstyne. One mechanic shop. Up to \$26/hr. flat rate. Call (903)744-3053, ask for Greg.



Best of the Best

We are looking for experienced collectors or people willing to learn.

We need Upbeat, Self-Motivated Account Specialists that want to build a career.

We offer a highly effective and experienced team that understands and appreciates your hard work.

We offer full benefits, PTO and unlimited income potential.

If you are interested in building a career that you have control of contact us immediately.

Higher Compensation for Bi-Lingual

Call us today at 903-892-7400 or you can apply online at www.caplocareers.com.

EOE M/F/D/V

Apply in person
Mon-Fri. 2p-5p.
3210 Texoma Parkway.

Camp All Saints Episcopal Camp is now accepting Applications for Hospitality Staff. The primary role is to work either in housekeeping (where attention to detail is paramount) and assist with light ground maintenance, or in our dining hall (where we cook meals from scratch). We are seeking individuals willing to train and serve in both areas. Weekends/holidays and evenings required. Hours range 15-25 hours per-week. Camp All Saints is busy 7 days a week and there is the opportunity to craft a schedule with a department head. Final schedules will be prioritized for the convenience of our guests. Hours range depending on the applicant's willingness to work and skills they bring to the camp environment. Salary range is \$8.50 to \$12.25. Applications and a Job Description may be found at: <http://campallsaints.com/index.php/home/employment>. Must pass with a clean background check and provide good references. Submit completed Job Application with cover letter to: dcampbell@edod.org or Camp All Saints, 418 Stanton Way, Pottsboro, TX 75076. Interviews will be scheduled March 25th & 26th, 2014.

★ CASHIERS WANTED ★
\$9.50+/hourly
+benefits available
Various Shifts Open
Call: 580-276-9523

CDL Drivers, Laborers, and Concrete Finishers needed. \$13-16/hr. Must have valid drivers license. 218-743-1877

City of Gainesville Job Announcement

The City of Gainesville is accepting applications for the position of **Administrative Assistant** in the Community Services Department. Position is for regular full-time. Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be: four years of increasingly responsible administrative experience. Training or courses in clerical or related work is desirable, college education is preferred; and possession of a valid driver's license.

Minimum Pay: \$13.28/hr.

Obtain job description and submit an application packet at the City of Gainesville Human Resources Department located at 200 S. Rusk (South Entrance), Gainesville, TX 76240 or visit our website at www.gainesville.tx.us/jobs.aspx. Resumes will be accepted with a completed application packet. Position closes Wednesday, March 12, 2014 at 5:00 p.m.

EQUAL EMPLOYMENT
OPPORTUNITY EMPLOYER

Come work at
PATIENTS are
of all tha

•Competit
•Excellent Ben
•Excel
Educati
Progri

Accepting ap
for the fo
positio

FT RN positio
Surg, Cath La

FT Respiratory
CRT/f

Director o
Manage

CDI Spec

Apply o
WWW.mym
EOE, Drug
Workpl

★ COOKS W/
\$10.50+/h
+benefits av
Various Shift
Call: 580-2

★ Dairy Queen
\$9.50+/h
+ Benefits a
Various Shift
Call: 580-2

Woodlawn Col
now hiring Go
Maintenance p
Experience Ma
Apply i
person Tuesday
Call 903-821

Resort Ho Now takin

Maximizes return
policies, proced
resort/timeshare
accounting proce
sales/hotel tax re
payroll tax filling
recruiting, select
and appraising jo
internal controls
IT projects with tl
Computer literate
point of sale softw
to detail and with
collecting, analyz

Please app
903-786-6387



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 4.

Meeting Date: 03/17/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5810 and 5811

List of Agenda Items:

B.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5810

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow Automotive Repair in a C-2 (General Commercial) District/O-1.2 (Sam Rayburn) Overlay District at 1305 N. Sam Rayburn Freeway, being 0.40 acres in the J.B. McAnair Survey, Abstract No. 763 (Just BLW3, LLC, Owner; Just Brakes, Tenant; Wade Todd, National Site Solutions, Representative; and Underwood Drafting & Surveying (Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

B.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5811

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil/Gas Well (Mustang 2H) in an R-1 (One Family Residential) District in the 5600 block of Farmington Road, being 76.54 acres in the William Martin Survey, Abstract No. 765 (Shepherd Rd. Sherman Partnership, Owners/Mineral Rights Owner; Taylor Charbonnet, Silver Creek Oil & Gas, LLC, Representative; and Michael Blake Brown, Topographic Land Surveyors, Surveyor); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 5.

Meeting Date: 03/17/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved by: George Olson, 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

List of Agenda Items:

C.2. * RESOLUTION NO. 5846

Awarding a Bid to and Authorizing Execution of a Contract with Atlas Utility Company for the Purchase of Water Meters for the Utility Billing Department

D.2. * OTHER BUSINESS

Consider Request of the 2014 Earth Day Planning Committee to Temporarily Close Certain Streets for the "6th Annual Earth Day Festival" on Saturday, April 26, 2014



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 03/17/2014

Prepared By: Mark Gibson, Director of Utilities

Approved By: George Olson, City Manager

Caption:

RESOLUTION NO. 5845

Approving the Greater Texoma Utility Authority's Intention to Contract with Trojan Technologies, Inc. for Installation of the Ultraviolet (UV) Disinfection Equipment at the Wastewater Treatment Plant

Issue:

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the installation of the UV disinfection equipment at the City's Wastewater Treatment Plant

Background:

The current Capital Improvement Program contains a project to replace the UV disinfection equipment at the City's Wastewater Treatment Plant. The project consists of removing the existing UV equipment and installing new UV equipment. Three (3) bidders responded to the request for bids. A bid tabulation is attached. The low bid in the amount of \$605,000.00 submitted by Ozonia North America, LLC did not meet the requirements of the specifications. Trojan Technologies, Inc. of London Ontario, Canada submitted the next lowest bid meeting the requirements of the specifications in the amount of \$822,000.00.

Origination:

Department of Utilities Administration

Financial Consideration:

The project is funded through the GTUA.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to contract with Trojan Technologies, Inc. in the amount of \$822,000.00.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 5845

Recommendation Letter

Bid Evaluation

Bid Tab

RESOLUTION NO. 5845

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH TROJAN TECHNOLOGIES, INC. FOR INSTALLATION OF THE ULTRAVIOLET (UV) DISINFECTION EQUIPMENT AT THE WASTEWATER TREATMENT PLANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to enter into a contract with Trojan Technologies, Inc. in the total amount of Eight Hundred Twenty-Two Thousand Dollars and Zero Cents (\$822,000.00) for the installation of the ultraviolet (UV) disinfection equipment at the City's Wastewater Treatment Plant.

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 _____, 2014.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

RICHARD A. DORMIER, P.E.
DAMIR LULO, P.E.
JOHN D. GATTIS, A.I.A.
MICHAEL K. STACEY, P.E.
VICTOR ACUY, P.E.

March 3, 2014

Mr. Drew Satterwhite, P.E.
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

Re: Sherman WWTP UV Equipment replacement Award

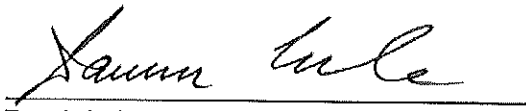
Dear Mr. Satterwhite:

Bids were received for the equipment for replacing the ultraviolet (UV) disinfection system at the Sherman Wastewater Treatment Plant (WWTP) on February 13, 2014. A bid tabulation and a bid evaluation are attached. The project consists of furnishing all UV equipment, control system and appurtenances with installation and start up assistance.

Bids were solicited from three manufacturers. The low bid complying with all bid requirements and as determined by the bid evaluation is from Trojan Technologies, Inc. in the amount of \$822,000.00. The attached bid evaluation also supports this bid as having the overall low cost.

Trojan Technologies has over 25 years of experience and has over \$100,000,000.00 worth of work in progress. We recommend that the Greater Texoma Utility Authority award the contract to Trojan Technologies for the UV equipment in the amount of \$822,000.00 and authorize assignment of the award in accordance with the contract documents to the successful installation contractor.

Sincerely,
FREEMAN - MILLICAN, INC.



Damir Lulo, P.E.

Enclosure

Copy:

Sherman, Mark Gibson, Director of Engineering and Utilities

CITY OF SHERMAN
WWTP UV SYSTEM REPLACEMENT
BID EVALUATION

1.01 INTRODUCTION

City of Sherman opened Bids for the above referenced project on February 13, 2014.

The apparent low bidder was Ozonia, with their Aquaray 3X UV vertical lamp system in the amount of \$605,000. The second lowest bidder was Trojan with UV3000Plus, a horizontal lamp system, in the amount of \$822,000. The third bidder was Calgon with their horizontal lamp system C³500 in the amount of \$1,124,000.

Trojan offered expedited delivery within 10 weeks after approval of submittal at no additional charge. Ozonia offered expedited delivery for additional \$20,000 while Calgon did not bid shortened delivery time.

A. Equipment price and operating cost evaluation

The Bid Proposal was structured such that bidders provide the price for the basic equipment together with the following information in tabular form:

1. Equipment Guarantees
2. Power Performance
3. Operating Cost
4. Maintenance Cost
5. Total Present value of Operations and Maintenance Cost

Equipment Guarantees Summary Table

Parameter	Unit	Ozonia	Trojan	Calgon
The maximum guaranteed true power requirement per channel for the system measured at load side of UV channel feeder disconnect switch at design peak flow (16 MGD per channel)	kW	69.47	64	120
The maximum guaranteed apparent power requirement per channel for the system measured at load side of UV channel feeder disconnect switch at design peak flow (16 MGD per channel)	kVA	72.36	66	140.1
The maximum guaranteed true power requirement per channel for the system measured at load side of UV channel feeder disconnect switch at design peak flow (8 MGD per channel)	kW	47.91	41	120
Guaranteed number of UV lamps for design peak flow (16 MGD per channel):		180 per channel	256 per channel	192 per channel
Guaranteed minimum average UV intensity measured at a bank of lamps at 8 MGD per channel average flow will not be less than:	mWs/cm ²	2.9	12-15	40,000**
Guaranteed minimum lamp life (operating hours):	hrs	12,000	12,000	12,000
Guaranteed replacement cost per UV lamp (guaranteed for 5 years)*	\$	150	225	250
Guaranteed minimum ballast life (operating hours):	hrs	43,800	43,800	87600
Guaranteed replacement cost per ballast (guaranteed for 5 years)*	\$	285	425	400
Guaranteed headloss at design peak flow of 16 MGD per channel (primary rating). Difference between the level upstream from the first module and level downstream from the last module. Maximum allowed: 635.25 – 634.55 = 0.7 ft (8.4").	in	2.57	1.6	1.08
Guaranteed Annual Maintenance Cost – Lamps and Ballasts (guaranteed for five years)	\$	29,804*	47,375*	50,400
Guaranteed Annual Maintenance Cost – Manpower (fixed for three years, 3% escalation after that)	\$	1,264 per day+ expenses	900 per day+ expenses	33,520

*Error in bid - Corrected by FMI

** Calgon entered wrong value. Calgon was contacted about this error on 2/21/2014. No response received.

Required channel modifications:

Ozonias	Trojan	
Channel width to be reduced to 59"	Channel width to be reduced by 10"	Channel width to be reduced by 2"
Raise existing channel wall by 5" on each side	Raise bottom of existing channel floor by 25".	Operating Level 635.15-634.92
Operating Level 635.75-635.37	Operating Level 635.15-634.92	

B. Bid Technical Evaluation

1. Ozonia

Ozonia was the apparent low bidder with their Aquaray 3X UV system featuring total of 360 lamps grouped in 12 modules, 6 per channel.

Proposed configuration would effectively have 2.5 banks across the channels. The third bank would be partially filled with the lamps.

In Section 6 of the Bid Binder, Ozonia enclosed Bioassay UV dose calculation spreadsheet for 32 MGD (primary rating) and 42 MGD (secondary rating) as well as headloss calculation for both design flows.

a. UV Dosage Calculation Submitted in Ozonia Bid:

Used 'End of Life' factor in Ozonia bid UV dose spreadsheet was 0.9. Used Fouling Factor was 0.95. FMI re-created Ozonia spreadsheet and verified and confirmed the calculation.

FMI Comment:

Ozonia used EOL and FF coefficients (0.9 and 0.95) that are significantly higher than the specified factors per Design Criteria Table 1.04.C in the Specifications. Addendum No.1 did not change the values of these factors. Specification 1.04.C.1 does allow bidder to use higher coefficients, if documented by a validation third party letter. On FMI request Ozonia submitted third party validation reports via email.

(1) End of Life Validation Report by Ozonia

Submitted End of Life Lamp Report was done in Germany by UV-Technik Speziallampen GmbH. This report was not signed or sealed. The report does not state that is completed per National Water Institute/American Water Work Association (NWRI/AWWA) UV Disinfection Guidelines for Drinking Water and Reuse Water. Upon further review FMI confirmed that this report does not comply with NWRI standards as follows:

- (a) Report indicated 5 lamps were being tested. NWRI standard is specifying 10 lamps from two different batches;
- (b) Lamps were not aged in the channel with a variable water temperature similar to full-scale application (10-30 deg C variation) per standard . Tested lamps were aged in 20-40 deg C air in horizontal position.

- (c) Lamps should be cycled ON/OFF during the test minimum 4 times per day per standard. The report does not provide any information about four ON/OFF cycles per day.

(2) Fouling Factor Report by Ozonia

Submitted Fouling Factor Report was a draft copy published in October of 2010. It was coordinated and conducted by the Degremont North America R&D Center under the direct oversight of Dr. Charles M. Sharpless, Professor at the University of Mary Washington. Our comments are as follows:

- (a) Report was not completely performed by an independent third party. It is a draft copy.
- (b) Madison Alabama WWTP effluent that was used in the report did not produce any meaningful scaling/fouling on the UV lamp sleeves even on two lamps where wipers were not installed (Table 6 in the report, FF column, note about sleeves 2 and 12 below the table). According to the report, the last column of Table 6 is showing that two sleeves with no mechanical cleaning have no fouling present after 8 months of installation. Using 0.95 fouling factor would be very risky for other WWTP plants with site specific fouling potential like Sherman.

At best, FMI considers this study non conclusive.

Based on our evaluation of submitted Ozonia reports, FMI cannot recommended using higher values for End of Life and Fouling Factor submitted in the Ozonia bid. Therefore, values for EOL of 0.8 and FF of 0.72 should be used in the calculation as instructed in Specifications.

As a result, the proposed number of lamps in Ozonia system is insufficient to meet the Specifications. Using Ozonia spreadsheet, FMI determined that required number of lamps to meet the specification with EOL of 0.8 and FF of 0.72 and minimum dosage of 40 mJ/s is 552 lamps. This number is significantly higher than 360 lamps submitted in the bid. This would required 3.833 banks of lamps to be installed instead of 2.5 banks proposed in the bid. The cost of this equipment becomes significantly higher. Not just that the number of lamps and ballasts increases but also the total number of modules from 12 to 16. Size of the ballast panels as well as total power consumption will also be significantly larger.

Even if fouling factor is raised to 0.8 (recommended minimum value per NWRI standard for mechanically/wiper cleaned system) the number of required lamps would still be 480 and would still require 16 modules. Having that in mind, applying only proportional increase of 33.33% in number of lamps, modules and ballasts would result in price increase from \$605,000 to \$806,500. For evaluation purposes, we worked with 480 lamps assuming FF of 0.8 as recommended by NWRI standard for mechanical wiper UV system.

FMI conclusion is that proposed system by Ozonia, as submitted, does not provide sufficient number of lamps to achieve required UV Dosage requirements. Size of the lamp increase is such that it significantly increases the low bid pricing.

b. Ozonia electrical distribution and control panels

Ozonia submitted 13'-8" long x 2'-6" wide ballast panel with a side mounted A/C, one per each channel, two total. There is also one (1) floor mounted Data Control Panel 36"wx12.5" deep 72" high

FMI Comment:

Size of this panel presents real space challenge at the UV plant. Panels cannot be installed at the location shown in the bid along the edge of the north channel. Bid drawing shows also a cable tray proposed behind the panel that will occupy minimum 12" of floor space. At the same time, the existing large panels (existing PDC, DCC) located on the floor opposite the new ones are not shown on the Bid drawings. These panels must stay in service during transition to this new system. Clearance between the panels would be less than minimum 3 ft per National Electric Code. Even if transformers are relocated outside the building we do not have available space on the north wall to mount such extremely wide enclosures.

The only semi-feasible option would be to modify the south side of the existing UV plant metal building and expand it to provide additional space for these two panels while keeping existing installation partially in operation. From the new panels, we would need to mount a new cable tray across the existing floor and build an elevated floor since there are no conduits leading to the channels on that side of the building. An overhead cable tray would be another alternative but it would have to be positioned such that it does not interfere with module lifting operation. Feeders from two transformers would need to be routed across the building to the south side where new panels would be installed which further increasing the cost of electrical installation.

All that additional building modification cost must be added to the cost of this UV equipment. Note that evaluated 33.3% in increased number of lamps will probably result in even larger panels.

c. Operating and Maintenance Cost for Ozonia UV System

FMI proposal had an error in Table PT-2, Item 2A. Intention was to have 8 MGD average flow distributed through both channels, rather than flowing entire flow through a single channel as shown in the table. According to Ozonia Bid, revised Table PT-4 total Present Value Operating and Maintenance Cost for Ozonia UV equipment for 15 years period with 4% interest rate is:\$944,216. This number is higher than the cost presented in the Ozonia bid because of the number of lamp increase from 144 in the bid to 216 for 8 MGD average flow when lower FF and EOL coefficients are used.

Also important is that Ozonia provides prorated warranty. IF lamp fails after 4,000 hrs and warranty is 12,000 hrs credit to Owner will be for 2/3 of the lamp cost. Trojan on the other hand provides full warranty up to 9,000 hrs and that prorated from 9,000-12,000 hrs.

d. Dimensional Changes of the Existing Structure

Ozonia requested in their bid channel width reduction to 59" and raising existing channel wall by 5 inches on each side.

While width reduction can be done without major problem, increase of the side of the channel is questionable. It is not clear in the bid of from their drawing if 5" height increase is a lamp submergence or equipment installation requirement.

2. Trojan

Trojan submitted their UV package based on their UV3000Plus horizontal UV lamp modules. This system is highly modular with sealed ballast cabinets for 8 lamps that are attached at the rack below the ballast. This ballast enclosure does not need A/C for heat dissipation. It relies solely on natural convection cooling of the ballasts.

Trojan drawing is showing the ballast enclosures protruding just slightly below the grating but safely above the maximum effluent level in the channel.

The system is configured with two banks of lamp per channel each bank with 128 lamps. Total number of lamps in the channel is 256 (512 lamps total).

a. UV Dosage Calculation Submitted in Trojan Bid:

Used 'End of Life' factor in Trojan bid UV dose spreadsheet was 0.98. Used Fouling Factor was 0.95. Trojan submitted third party validation letter by Carollo Engineers that performed validation testing of these factors according to AWWARF/NWRI 2003 Guidelines as requested in the Specifications.

FMI Comment:

Trojan used EOL and FF coefficients (0.9 and 0.95) that are significantly higher than the specified factors per Design Criteria Table 1.04.C. However, Specification 1.04.C.1 does allow bidder to use higher coefficients, if they submit in their Bid a validation third party letter that these higher coefficients have been tested. Trojan submitted these validation letters together with full reports. Trojan also met specified minimum UV dosage requirements of 40 mJ/cm² (40.663 mJ/cm² submitted for primary flow and 50.556 mJ/cm² for the secondary flow).

Trojan testing procedures appear to be in full compliance with NWRI UV Guidance, 2003, 2nd Edition. Also, their WWTP selection was specifically targeting the one with high scaling potential. The short-term fouling study data was showing 4 sleeves with no wiping losing almost 80% of the UVT within only 8 days span. Their combination of chemical and mechanical cleaning system was capable of keeping the fouling factor above 0.95 value during 6 months test prescribed by the standard.

FMI concluded that the Trojan system is meeting the UV dosage requirements of the specifications.

b. Trojan electrical distribution and control panels

Trojan comes with four power distribution panels, one for each bank mounted directly above the channel. System Control Center (SCC) provides control of the UV via specified A/B PLC. Size of the SCC enclosure is 66"Hx36"Wx12"D. There is also a hydraulic control center (HCC) for the control of the lamp cleaning assembly. Required footprint space of 30"x18" is indicated on the drawing. Trojan is also furnishing two 112.5 kVA transformers that are meeting the specifications.

FMI Comment:

Trojan system provides the easiest retrofit of the electrical power distribution panels inside the existing structure. Very compact power distribution enclosures mounted directly above the channels take no wall space and are not interfering with the existing distribution panels, thus making transition to the new system much simpler.

DCC will need to replace existing DCC on the wall. That can be accomplished by installing one channel with the new UV banks and leaving it in manual mode until the existing control panel is removed and new one installed.

HCC panel can be installed between the channels as indicated on the plans.

Existing south channel features three buried 2" conduits. Two of these can be used for the installation of two power feeds for the new power distribution panels above then channels. The third one can be used for the control/signal wiring.

No modification of the existing building would be required to accommodate the Trojan equipment.

c. Operating and Maintenance Cost for Trojan UV System

Original Trojan bid had an error. They assumed 8 MGD average flow through one channel only, whereas the flow will be parallel through both channels. Per FMI request, Trojan submitted the corrected Table PT-4. Total Present Value Operating and Maintenance Cost for Trojan UV equipment for 15 years period with 4% interest rate is:\$1,033,541

While the operating cost over 15 years is slightly higher than Ozonia's it does not include one important factor: variation in the lamp warranties.

Trojan provides full warranty up to 9,000 hrs and that prorated from 9,000-12,000 hrs. Ballast have 5 years full warranty while quartz sleeves have 10 years full warranty. Taking the full warranty of the vital equipment into the account, we believe that Trojan's system will probably operate cheaper than Ozonia's.

d. Dimensional Changes of the Existing Structure

Trojan requested channel reduction of 10 inches and raising channel bottom elevation by 25 inches. We do not see major issue with these dimensional requirements.

3. Calgon

Calgon submitted a bid for their C³500D UV disinfection system. This is a horizontal lamp system with four (4) power distribution panels located remote from the modules. Unfortunately, Calgon did not meet the specification by not furnishing two or more isolation transformers that are required per Specifications. In addition, they were significantly higher with their price that the other two bidders. We requested clarifications from Calgon but received no reply.

Therefore, we did not analyzed Calgon any further as viable option.

C. Summary:

We are recommending to City of Sherman to award the project to the lowest bidder, Trojan for the following reasons:

1. Ozonia low bid came with inadequate number of lamps, ballasts and modules to meet the Specifications. In FMI opinion, their validation reports do not meet required criteria. To meet the specification number of lamps, ballasts and modules would need to be increased significantly, thus making them the second lowest bidder in FMI estimation.
2. Expedited delivery is at no charge with Trojan.
3. Trojan equipment can be installed without major electrical or building modification at the existing UV plant, making the total installed cost of the equipment the lowest of all three bidders.
4. Trojan provide full, non-prorated warranty up to 9,000 hrs and prorated from 9,000-12,000 hrs.

Total Evaluation Cost Summary Table

	Trojan		Ozonia	
Equipment bid	Original Price	\$822,000	Original Price	\$625,000
(expedited delivery)	FMI Evaluated Price	\$822,000	FMI Evaluated Price*	\$826,647
Present Value O&M cost, 15 years, 4%	Original Price	\$1,894,899	Original Price	\$640,465
	FMI Evaluated Price**	\$1,033,541	FMI Evaluated Price***	\$944,216
Additional installation cost			Metal Building Expansion Additional Electrical, Additional HVAC (FMI estimate)	\$60,000 \$70,000 \$10,000
Total Evaluation Cost		\$1,855,541		\$1,910,864

*based on 480 to 360 lamp increase for 16 MGD peak per channel (EOL=0.8, FF=0.8); **error corrected;

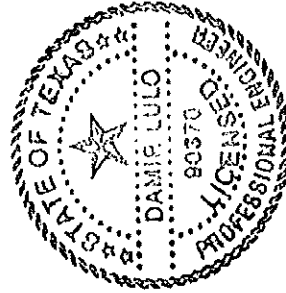
***based on 216 to 144 lamp increase for 4 MGD average per channel (EOL=0.8; FF=0.8);



① MECHANICAL PLAN - EXISTING UV STRUCTURE
1/4"=1'-0"

BID TABULATION

OWNER: Greater Texoma Utility Authority for City of Sherman		BIDDER: Trojan Technologies, Inc.		Ozoniah North America, LLC		Calgon Carbon Corporation	
PROJECT: Post Oak WWTP UV Equipment Replacement Equipment		ADDRESS: 3020 Gore Road		600 Willow Tree Road		2000 McClaren Wood Drive	
ENGINEER: Freeman-Millican, Inc. - Texas Registered Engineering Firm F-2827		CITY, STATE: London, Ontario, Canada N5V 4T7		Leoniah, New Jersey 07605		Coraopolis, PA 15108	
BID DATE: 2/13/2014 at 2:00 pm		PHONE: 519-457-3400		201-676-2525		989-754-8800	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	Furnish and Deliver UV Equipment	1	LS	822,000.00	\$822,000.00	605,000.00	\$605,000.00
P.1A	10 Week equipment delivery after submittal				\$822,000.00		\$625,000.00
Total Amount of Bid:					\$822,000.00		\$605,000.00
Time of Completion:					18 weeks		18 weeks
Comment					Meets all requirements		Does not meet requirements



Damir Lulo

FREEMAN-MILLICAN, INC.

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY DAMIR LULO, P.E. No. 90370 ON
FEBRUARY 27, 2013.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 03/17/2014

Prepared By: Robby Hefton, Assistant City Manager/CFO

Approved By: George Olson, City Manager

Caption:

*** RESOLUTION NO. 5846**

Awarding a Bid to and Authorizing Execution of a Contract with Atlas Utility Company for the Purchase of Water Meters for the Utility Billing Department

Issue:

To consider the award of bid to Atlas Utility Company for the purchase of water meters

Background:

A request for bids was publicly advertised; and five (5) bids were received and opened on March 10, 2014, as noted in the attached bid tabulation. The lowest qualified bid for the purchase of water meters meeting City specifications was Atlas Utility Supply of Fort Worth, Texas.

Origination:

Department 7711, Utility Billing

Financial Consideration:

Funds were budgeted for fiscal year (FY) 2013-2014 in the amount of \$265,200.00 for the purchase of water meters under two inches (2").

Staff Recommendation:

It is recommended that the City Council award the bid to Atlas Utility Supply of Fort Worth, Texas, the lowest qualified bidder that met City specifications, and authorize the City Manager to execute the contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 5846

Contract

Certificate of Liability

Bid Evaluation

Atlas Submitted Bid

Water Meter Specifications

RESOLUTION NO. 5846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDED A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ATLAS UTILITY COMPANY FOR THE PURCHASE OF WATER METERS FOR THE UTILITY BILLING DEPARTMENT; 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 Atlas Utility Company of Fort Worth, Texas, is hereby awarded the bid for the purchase of water meters for the Utility Billing Department; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Atlas Utility Company of Fort Worth, Texas, for the supply of water meters, 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 _____, 2014.

CITY OF SHERMAN, TEXAS

BY: _____
CAROLYN S. WACKER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

Atlas Utility Supply

Name

2301 Carson St

Address

Ft Worth, TX 76117-5212

City, State, Zip

817-831-4275

Telephone

mmckinnie@atlasutility.com

Email

DESCRIPTION OF GOODS

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

Water Meters

This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s), specifications and requirements submitted in answer to CITY'S REQUEST FOR BIDS are incorporated herein and are part of this contract. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. The price agreement shall be for an initial period of one (1) year with the option to renew for four additional one (1) year periods.

DURATION: From 3/17/14 to 3/17/15

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.

5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
11. **WARRANTY – PRICE:**
 - a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.
16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely

within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties or their duly authorized agents.
19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **INTERPRETATION-PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.

25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.
27. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
28. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
29. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

NOTICES: All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXCUTED this _____ day of _____, _____.

SELLER:

(Signature)

(Type/Print Name and Title/Position)

(Address)

(City,State,Zip)

ATTEST:

BY: _____
GEORGE OLSON,
CITY MANAGER
220 W. MULBERRY
SHERMAN, TEXAS, 75090

ATTEST:

APPROVED:

BY: _____
LINDA ASHBY,
CITY CLERK

BY: _____
BRANDON SHELBY
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102		CONTACT NAME: Mistie Van Houten PHONE (A/C, No, Ext): 817-347-7013 E-MAIL ADDRESS: mvanhouten@higginbotham.net FAX (A/C, No): 817-347-6981	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Depositors Insurance Company	
		INSURER B: Allied Property & Casualty Insuranc	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
ATLAS14
Atlas Utility Supply Company
2301 Carson St
Fort Worth TX 76117

COVERAGES**CERTIFICATE NUMBER:** 1463492479**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC			BPWD7215996877	2/20/2014	2/20/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BAPD7215996877	2/20/2014	2/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			CAD7215996877	2/20/2014	2/20/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WCP7215996877	2/20/2014	2/20/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Sherman Finance Department
PO Box 1106
Sherman TX 75091-1106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2014 Water Meter Bid Evaluation

	UNIT PRICE					
	Atlas	HD Supply	Morrison	Ferguson Bronze	Ferguson Composite	
1. 5/8" x 1/2" Positive displacement water meter	\$ 86.30	\$ 98.50	\$ 70.15	\$ 94.00	\$ 82.00	
2. 5/8" x 3/4" Positive displacement water meter	\$ 88.60	\$ 98.50	\$ 70.15	\$ 94.00	\$ 82.00	
3. 3/4" x 3/4" Short positive displacement water meter	\$ 101.05	\$ 116.50	\$ 92.79	\$ 140.00	No bid	
4. 3/4" x 3/4" Long positive displacement water meter	\$ 102.75	\$ 116.50	\$ 102.87	\$ 140.00	No bid	
5. 1" Positive displacement water meter	\$ 138.25	\$ 154.00	\$ 131.97	\$ 184.00	No bid	
6. 1 1/2" Positive displacement water meter	\$ 304.95	\$ 292.50	\$ 277.63	\$ 406.00	\$ 352.00	
7. 2" Positive displacement water meter w/test port	\$ 448.25	\$ 559.00	\$ 408.34	\$ 535.00	\$ 426.00	
Turbine Meters						
8. 1 1/2" Turbine water meter with external strainer	No bid	\$ 657.50	No bid	No bid	No bid	
9. 1 1/2" Turbine water meter with integral strainer	\$ 415.00	\$ 443.00	\$ 515.79	No bid	\$ 420.00	
10. 2" Turbine water meter with external strainer w/test port	\$ 975.00	\$ 874.70	\$ 557.29	No bid	No bid	
11. 2" Turbine water meter with integral strainer w/test port	\$ 545.50	\$ 639.42	No bid	No bid	\$ 551.00	
Strainers/Flanges						
12. 1 1/2" Oval Strainer	No bid	\$ 3.72	No bid	No bid	No bid	
13. 1 1/2" Oval Meter Flange Set (sets of 2)	\$ 70.99	\$ 48.15	\$ 43.50	\$ 77.00	No bid	
14. 2" Oval Strainer	\$ 253.00	\$ 4.49	\$ 203.85	No bid	No bid	
15. 2" Oval Meter Flange Set (sets of 2)	\$ 72.35	\$ 53.00	\$ 45.00	\$ 100.00	No bid	

Vendor	Evaluation Notes
1. Atlas (Badger)	Lowest qualified bid that meets meter specifications on primary sizes (largest inventory). Have current and past history with quality and functioning of meter model.
2. HD Supply (Neptune)	High bid for primary meter supply of 5/8 x 1/2". Meter register should have been bid as exception - electronic display. Bids for strainers out of line with general pricing and appear to be incorrect.
3. Morrison (Zenner)	Rejecting bid - sample meter supplied failed testing.
4. Ferguson Bronze (Hersey)	No turbine meters available for meters that meet specs - bronze
5. Ferguson Composite (Hersey)	Low bid for composite meter body; bid as exception to specs.



**City of Sherman, Texas
Utility Billing Department
PO Box 1106
Sherman, TX 75091-1106**

Request for Bids

For

WATER METERS BID NO. 2014-04



CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

REQUEST FOR BIDS - BID NO 2014-04; WATER METERS

The enclosed **REQUEST FOR BIDS (RFB)** and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **WATER METERS** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m., Monday, March 10, 2014** at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@ci.sherman.tx.us**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept – Bid for Water Meters 2014-04
P.O. Box 1106
Sherman, TX 75091-1106
OR**

Electronically at <https://www.publicpurchase.com>

OR

By delivery at the Municipal Building address listed above.

The award will be included on the agenda of the City Council for their Monday, March 17, 2014 meeting. That meeting will be held at 5:00 p.m. at the following address:

**City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX**

Information and specifications may be obtained on the City of Sherman website at www.sherman.tx.us, at www.publicpurchase.com or by calling the Finance Department at 903-892-8215. Each bid shall be sealed and marked "Bid for Water Meters 2014-04" on the exterior of the bid. Each bid shall be manually signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for 2:00 p.m., Monday, March 10, 2014 at which time the sealed bids will be opened.

The City of Sherman will receive sealed bids for: **WATER METERS**

IT IS UNDERSTOOD that the City Council of the City of Sherman reserves the right to reject any or all bids for any or all products and/or services covered in this request for bids and to waive informalities of defects in such bids.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sherman to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them. The City of Sherman shall act as sole judge in determining quality and acceptability of products offered.

INTRODUCTION

The City of Sherman is soliciting bids for a price agreement to purchase water meters ranging in size as listed on the bid sheet. Vendors are encouraged to submit bids to the City of Sherman. The items must meet requested specifications as defined in the detailed specifications. Only responses conforming exactly to these specifications will be considered in determining an award.

Terms and Conditions:

The City of Sherman is requesting bids for a One-Year Price Agreement for water meters ranging in size as listed on the bid sheet. The price agreement shall be for an initial period of one (1) year with the option to renew for four additional one (1) year periods.

1. Please quote fixed prices firm for a period of twelve (12) months beginning approximately March 17, 2014.
2. Prices must be quoted F.O.B. City of Sherman and shall include delivery to the City of Sherman Meter Shop located at 2212 N Alexander St, Sherman, Texas 75092. No delivery charge will be paid regardless of order size, unless "Special Delivery" is requested by ordering department.
3. As a Municipal Government, the City of Sherman is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.
4. Each bid shall be sealed and marked "Bid for Water Meters 2014-04" on the exterior of the bid. Each bid shall be **manually signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected.** FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.
5. No increase to prices will be allowed during the contract period. A price re-determination may be considered by the City of Sherman only at the anniversary date of the contract and must be substantiated in writing. Requests for price re-determination must be received by the City at least 45 days prior to the anniversary date of the price agreement to be considered. The City of

Sherman reserves the right to reject any/all price re-determination requests as it deems to be in the best interest of the City.

6. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Sherman.
7. Price agreement may be terminated in writing by the City without advance notice for poor or non-performance by vendor. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30-day notice of intent to terminate.
8. The bid award will be based on, but not necessarily limited to, the following factors:
 - a. products meeting or exceeding specification,
 - b. price,
 - c. delivery, and
 - d. bidder's past performance record
9. The City of Sherman reserves the right to purchase water meters from other sources.
10. Quantities shown on the bid sheet reflect the City's estimated annual requirement for particular items. The City may choose to purchase more, less or none of any listed item, depending on needs. The City is under no obligation to purchase a minimum amount of any item awarded.
11. Prices shall be filled in and extended where applicable. In the event of discrepancy between the unit price and the extended price, the unit price shall prevail.
12. Bid may be awarded to one or more vendors, by item or group of items, including those available through cooperative purchasing agreements as the City deems necessary to be in the best interest of the City.
13. Tabulation sheets will be made available on the City's website at www.ci.sherman.tx.us.
14. The City of Sherman reserves the right to reject any and all bids, and to waive formalities.
15. **Bids shall be returned with two original signed copies of the contract.** Upon award by the City, one original will be returned to the Seller.
16. Questions may be directed to Craig Long, Budget Analyst, at 903-892-7215 or via email at craigl@ci.sherman.tx.us. If it becomes necessary to revise any part of this request for proposal a written addendum will be provided to all parties. The City of Sherman will not be bound by any oral representation, clarification, or change.

**CITY OF SHERMAN
GENERAL CONDITIONS OF BIDDING**

FUNDING: Funds for payment have been provided through the City of Sherman budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City of Sherman Finance Department after submission deadline will be considered void and unacceptable. The City of Sherman is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Finance Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of sixty (60) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

SALES TAX: The City of Sherman is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

BID AWARD: The City reserves the right to award in the best interest of the City. The City also reserves the right to not award.

CONTRACT: This bid, when properly accepted by the City of Sherman, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Finance Department.

IF DURING THE life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Sherman.

A PRICE redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

MINIMUM ORDER CHARGE: Minimum order charges are strongly discouraged. However, the City of Sherman understands that the cost of processing small orders may cause a disadvantage to somebidders.

Therefore, minimum order charges will be allowed but shall also be considered in evaluating the lowest and best bid. Bidder shall note minimum order charge, if applicable, on the bid sheet.

DELIVERY: All delivery and freight charges (F.O.B. City of Sherman) are to be included in the bid price. Deliveries shall be made to the City of Sherman Meter Shop, 2212 N Alexander, Sherman, Texas 75092.

DELIVERY TIME: Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall state the number of days required to deliver items in the space provided on the bid sheets. Failure to state delivery time may cause bid to be rejected. Bidder must guarantee a maximum of forty-five (45) days delivery after receipt of an order. Delivery delays beyond the Contract/Purchase Order delivery date result in added expense to the City. The City of Sherman shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the maximum allowed of 45 days. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

Successful Bidder must keep the City advised at all times of the status of the order and shall notify the Finance Department immediately if delivery schedule cannot be met. The City has the right to extend delivery time if reason appears valid. The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

SPECIAL DELIVERY: In the event that a rush delivery is required by the ordering department, the additional cost between the standard delivery method and the Special Delivery method may be billed to the ordering department.

Vendor must provide proof of additional cost with the invoice. (ie. Invoice or statement showing the actual cost of the special delivery along with a statement of what the cost would have been for standard delivery.)

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS Effective January 1, 2008 Chapter 176 of the Texas Local Government Code Requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Sherman not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. . The forms required to comply with Chapter 176 are available at <http://www.ethics.state.tx.us/forms.CIS.pdf>.

ETHICS: The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Sherman.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Sherman reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

ADDENDA: Sole issuing authority of addenda shall be vested in the City of Sherman Finance Department. Addenda will be made available through Public Purchase and the city's website and to all who are known to have received a copy of this Invitation to Bid by other means. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

REFERENCES: The City may request Bidder to supply a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this Invitation to Bid. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Sherman and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any

judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Sherman a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the Owner City of Sherman as an additional insured on the required coverage.

WAGES: Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Sherman, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Sherman reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Sherman.

TERMINATION FOR DEFAULT: The City of Sherman reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Sherman reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Sherman to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Sherman shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Sherman shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Sherman, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Bidder agrees to protect the City of Sherman from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Sherman may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Sherman Finance Department and the successful Bidder.

PURCHASE ORDERS: Orders will be placed by the City of Sherman Utility Billing Department on an as needed basis. A Purchase Order(s) shall be generated by the City of Sherman to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Sherman will not be held responsible for any orders placed/delivered without a valid current Purchase Order number. Separate invoices will be required for each individual order and shall be mailed to Finance Department.

As a Municipal Government, the City of Sherman is exempt from Federal and State taxes. Taxes shall not be billed. A Tax Exempt Certificate will be issued to successful bidder upon request.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number or containers, etc.

INVOICES shall show all information as stated above, and mailed directly to the City of Sherman Finance Department, PO Box 1106, Sherman, Texas, 75091-1106.

PAYMENT will be made upon receipt and acceptance by the City of Sherman for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within 30 days.

ITEMS supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Sherman. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Sherman.

WARRANTY: Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

REMEDIES: The successful Bidder and the City of Sherman agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Sherman.

ASSIGNMENT: The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Sherman.

SPECIFICATIONS: and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).

PRODUCT CATALOG AND LIST PRICES: Current Product catalog and Manufacturer's list price sheets must be submitted with bid. Successful bidder(s) shall submit Manufacturer's price changes to the City at least seven (7) days prior to effective date of change. Additionally, new product and proposed discontinued product literature shall be submitted to the City at least seven (7) days prior to effective date of change. Specification sheets must be provided for any equipment bid that is to be evaluated by the City as an approved equal.

WATER METERS NOT HEREIN LISTED: Due to many unforeseen needs the City may require over the contract period, all bidders are required to provide a percentage discount from manufacturer's list price for meters not herein listed in the space provided on the discount list sheet. Manufacturer's list price used to calculate cost to the City for any item ordered that is not herein listed shall be the manufacturer's list price that is in effect at the time that the order is placed. Bidder shall list the manufacturer, type of equipment covered by discount and discount from list price. Bidder is to provide a discount from manufacturer's list price for each manufacturer represented on your bid submittal. If no discount will be given for a particular manufacturer, place a 0 in the space provided.

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Sherman by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to the Finance Department at 903-892-7215.

CITY OF SHERMAN

SPECIFICATION FOR POTABLE WATER METERS

The City of Sherman is seeking bids to purchase potable water meters on an annual contract. The size and quantity of the meters will be listed on the bid sheet and is based on previous use and may vary.

The existing City of Sherman Automated Meter Reading (AMR) system is the ITRON MVRS Program. All meters must be compatible with the City of Sherman's AMR system.

All meters shall be of an absolute encoder register type with an Itron water proof in-line connector factory potted.

Bidders must bid on each item listed, no partial bids will be considered.

All meters must be new meters, no used or refurbished meters will be accepted.

All meters and parts must meet low lead requirements, as described in the amendment to the Federal Safe Drinking Water Act.

**POSITIVE DISPLACEMENT WATER METERS
5/8 X 1/2" THROUGH 2"**

GENERAL

It is the intent of these specifications to secure meters, which will give long and continuous service with minimum loss of efficiency. All meters shall meet current standard specifications of the American Water Works Association for the type service required, and in addition comply with the following specifications and requirements; together with any special specifications outlined on the bid request. The AMR register will be an absolute encoder that shall meet applicable requirements of AWWA Standard C707 and remain fog-free of moisture. The transmitter shall consist of an absolute encoder register combined with a frictionless form of encoding technology that does not utilize contacts, slide wires or load fire spring mechanism. All registers shall come standard with the Itron water proof in-line connector factory potted so that Itron endpoints can easily be attached.

SUPPLEMENTARY SPECIFICATIONS

1. The standard used in preparing these specifications is the latest version of AWWA specification C700, "AWWA Standard for Cold Water Meters, Displacement Type" and C707 "AWWA Standard for Encoder-Type Remote Registration Systems for Cold-Water Meters.
2. The manufacturer shall furnish an affidavit that the meters furnished under these specifications comply with all of the applicable requirements of the latest version of AWWA specification C700 and C707.
3. Nominal sizes and estimated quantities are stated on the bid sheet.
4. Main case connections for 1 1/2" and 2" meters shall be two bolt oval flanges on both ends.
5. Two inch (2") meters must have test ports.
6. A single bronze companion flange, drop in style gaskets, 3/16" grade stainless steel bolts and nuts are required on 1 1/2" and 2" meters.
7. Meters furnished under these specifications shall have nutating discs or oscillating pistons.
8. The outer case shall be constructed of bronze. Polymer or cast iron bottoms are not acceptable.
9. Register details:
 - a) The register shall be an "AWWA straight reading register".
 - b) It shall record in U.S. Gallons.
 - c) It shall be furnished with a low flow (leak) indicator and sweep test hand that conforms to the latest revision of AWWA Standard C700 and C707.
 - d) It shall have six (6) active number wheels and accumulate and register consumption without connecting to a receptacle or transmitter.
10. All meters shall be furnished with magnetic coupled drive.

a. This specification covers meters through 2" size. No cast iron cases will be considered.

11. The manufacturer's serial number shall be stamped on the outside of the register box lid and on the body.

SPECIAL REQUIREMENTS

1. The register and the ERT shall be programmed to read and transmit all moving dials.
2. The construction of the register will be of a "sealed register" type. The date of manufacture of the register shall be visible on the register face. The meter size shall be permanently marked on the register dial face. As used in these specifications, the term "sealed register" shall mean a register that is moisture and dust-proof mechanically disconnected from the measuring components. The construction of the register will be non-repairable factory exchange type. The manufacturer shall unconditionally guarantee the "sealed register" unit from date of delivery for a period of five (5) years, to properly operate in accordance with the latest version of AWWA specification C700 and C707 specifications, excluding damage caused by vandalism, Acts of God, willful or negligent means. If special tools are required for disassembly of the register, a set shall be furnished with the sample meters (See Special Requirement No. 5 below). 5 sets of special tools to repair meters shall be provided at the manufacturer's expense.
3. The City of Sherman reserves the option to test all new meters in accordance with the latest version of AWWA specification C700. If any of the meters tested do not meet the latest version of AWWA specification C700, the manufacturer shall reimburse the City of Sherman twenty-five dollars (\$25.00) per meter that fails this test. All meters that fail this test will be returned to the manufacturer, freight collect, and the manufacturer will replace the defective meters with new meters, freight prepaid. If the meter or a part of the meter becomes defective after installation and within the time specified below, the manufacturer shall reimburse the City of Sherman fifty dollars (\$50.00) per meter labor cost to remove the meter from the field. The manufacturer will replace the defective meter with a meter that meets current City Of Sherman meter specifications. The defective meter removed from the field will be returned to the manufacturer, freight collect, and the manufacturer shall replace the meter, freight prepaid.
4. Meters shall be guaranteed to be free from materials and workmanship defects for a period of twelve months, and to meet AWWA New Meter Accuracy Standards for a period of five years from the date of purchase. At the expiration of this period, meters shall be guaranteed to meet AWWA Repaired Meter Accuracy Standards for the following time periods:

5/8" x 1/2" - 1" 5 - 15 years from the date of shipment

1 1/2" - 2" 5 - 10 years from the date of shipment
5. Upon request, bidder shall furnish samples of the meters in each of the sizes bid on. Sample meters furnished will be the EXACT type and quality bid on. The meters shall be inspected and tested by the City of Sherman Utility Billing Department to determine if they meet these specifications and/or AWWA Specifications, and any failure to do so will be basis for disqualification. Bidder need not submit sample meters IF the City of Sherman has in the past PURCHASED from the bidder the EXACT same meter WITHOUT ANY MODIFICATION and/or are currently in use within the City of Sherman Water Utilities System. Vendor shall pick up sample meters within sixty (60) days after which the meters will become the property of the City of Sherman and will be disposed of as the Sherman Utility Billing Department sees fit.
6. Each bidder shall furnish, with his bid, a graph showing the actual capacity and accuracy of the meter from zero to twenty (20) pounds pressure loss for each size and type meter bid on.

7. All external case bolts with nuts shall have back-ups to prevent bolts from turning during assembly or disassembly; exceptions will be considered.
8. All Cold Water Meters shall meet the NSF/ANSI Standard 61. Documentation showing certification must be provided.

MAGNETIC DRIVE TURBINE METERS 1 ½" AND 2"

SCOPE

Class II magnetic drive 1 ½" and 2" turbine meters shall comply with all respects to the AWWA Specifications C701 for Cold Water Meters – Turbine Type and C707 AWWA Standard for Encoder-Type Remote Registration Systems for Cold-Water Meters with the modifications as follows; these meters shall be designed for cold water service and shall be of the current type in which a turbine mounted in the waterway is driven by the velocity components in the flow stream of the medium flowing through the meter. The spinning turbine shall be directly or magnetically coupled to the drive train and magnetically line to a follower magnet, to drive a sealed register. A single bronze companion flange shall be provided as well as all bolts, nuts and gaskets.

GENERAL REQUIREMENTS

The basic turbine meters shall be constructed in two primary assemblies, which each component shall be, composed of the main case assembly and the measuring chamber assembly. All turbine meters shall have a test port and shall be furnished with a strainer assembly, external assembly mounted on the inlet port of the meter case is preferred. However, assemblies with internal strainers will be acceptable. See bid sheet for separate line item. The measuring chamber assembly shall be constructed with thermoplastic and shall include as part of the assembly the rotor, a stainless steel adjusting vane (for calibration), and a hermetically sealed AMR register. The turbine meter, composed of the two primary assemblies combined as a single unit, shall be designed to withstand a maximum working pressure of one hundred fifty (150) psi without failure or leakage. All Cold Water Meters shall meet the NSF/ANSI Standard 61. Documentation showing certification must be provided.

1. **Component Parts and Assemblies:** Material and construction of the component parts and the assemblies thereof shall meet or surpass the minimum provisions contained herein. Further, it is required that each and every requirement specified herein shall be met regardless of whether it necessitates the upgrading of another.
 - a. **Rotor:** The rotor or turbine shall be constructed of a strong and durable thermoplastic. The turbine shall contain two (2) cylindrical graphite bearings designed to surround a tungsten carbide or stainless steel shaft. The rotor shall be essentially weightless in water to minimize the load that imparts wear on the graphite bearings.
 - b. **Magnetic Drive:** The magnetic drive shall consist of a drive magnet located within the main case of the turbine meter. A cylindrical follower magnet shall be attached to the gear train shaft inside the magnetic well of the register. The magnetic drive shall be so designed and balanced that when the drive magnet is set in motion by the spinning turbine rotor, due to flow through the meter, the follower magnet attached to the register shall be set in motion by magnetic flux to provide accurate registration.

- c. **Register:** The AMR register will be an absolute encoder that shall meet applicable requirements of AWWA Standard C707 and remain fog-free of moisture. The transmitter shall consist of an absolute encoder register combined with a frictionless form of encoding technology that does not utilize contacts, slide wires or load fire spring mechanism. All registers shall come standard with the Itron water proof in-line connector factory potted so that Itron endpoints can easily be attached. The existing City of Sherman AMR system is the ITRON MVRS Program. The register and the ERT shall be programmed to read and transmit all moving dials.
 - d. **Measuring Chamber:** The measuring chamber shall include a main waterway passage or flow tube in which the turbine rotor, the rotor nut, and the drive assembly is mounted and linked to the sealed register. The measuring chamber shall also include an adjustment vane or damper as an integral part of the assembly. The flow tube may be manufactured of thermoplastic. The measuring chamber shall be a one-piece removable assembly containing the entire measuring element and shall be manufactured to be interchangeable with like assemblies fabricated for use on the same size and type meter. The measuring chamber of each meter shall be guaranteed under the provisions contained in Section 6 "Guarantee" of this material standard.
 - e. **Main Case:** The main case shall be constructed of AWWA bronze, which shall include as a single unit the basic waterway, the mounting flanges, and shall include a compartment to receive the measuring chamber. All mounting flanges shall be ANSI 125 pound class constructed to withstand a minimum of 150 psi. Miscellaneous trim shall be stainless steel. Each main case assembly shall be interchangeable with another of the same size and type and each shall be guaranteed under the provisions contained in Section 6 "Guarantee" of this standard.
 - f. **Markings:** The meter case shall be identified as to the manufacturer's type and size, together with a direction of flow arrow all cast as raised identities approximately on the spring line of the meter case. Each meter case shall also include the meter serial number marked in permanent letters, either raised or indented, in a location that is easily visible in the installed position.
2. **Capabilities:** Turbine meters furnished under this material standard shall have the following capabilities and meet the specific requirements provided herein.
- a. **Service:** Service shall be for cold water in which flow shall be in one direction only.
 - b. **Operating Range, Pressure Loss, Laying Length and Accuracy:** The operating range, pressure loss, laying length and accuracy for turbine meters must meet AWWA specifications.
3. **Descriptive Information:** Bidders shall submit with their bid a complete catalog of information for the meters on which they are bidding that includes a description of the materials incorporated, a description of operation, a parts list covering all of the various parts of the meter offered, and price list for the parts.

4. **Certification:** The manufacturer shall certify that the meters furnished or any component parts therefore are in full compliance with the requirements specified in this material standard.
5. **Inspection and Testing:** The successful bidder shall be required to furnish certification of factory tests with each shipment of meters, with the test result of each meter clearly indicated. Any meter failing to pass the inspection and test shall be returned to the manufacturer and replaced by the manufacturer at no cost to the City of Sherman.
6. **Guarantee:** The manufacturer shall guarantee each new meter including register. The meter main case and measuring assembly shall be guaranteed against defective material and workmanship for a period of one year. Meter accuracy should be guaranteed for two (2) years. Encoder registers shall be guaranteed for five years, exclusive of damage caused by vandalism. Bidder must furnish information with the bid as to what the manufacturer will be willing to furnish in the form of warranty, bond, or notarized statement from a responsible officer of the firm to assure that the guarantee will be honored by the vendor for the period of the time indicated.
7. **Parts:** 316 grade stainless steel bolts and nuts, gaskets (drop in style gasket for 2" meters), and a single oval bronze companion flange are required to be included with each turbine meter.

BID SHEET **Bid No. 2014-04; Water Meters**

- City departments will place orders on an "as-needed" basis.
- The City of Sherman is EXEMPT from all taxes allowed by local, state, or federal law.
- Quantities shown reflect the City's estimated annual requirement for particular items. As the bid indicates, the City may choose to purchase more, less or none of any listed item depending on its needs.
- The City is under no obligation to purchase a minimum amount of any item awarded.
- All items should be quoted FOB destination, City of Sherman, 2212 N Alexander St, Sherman, TX 75092.
- Bidder must guarantee a maximum of forty-five (45) days delivery after receipt of an order.

Can you comply? Yes No TAKE EXCEPTION

If delivery time is exceeded, \$100 per calendar day may be assessed as liquidated damages unless a waiver of this requirement is approved by the City of Sherman.

To be included in all meter descriptions listed below - meters must have absolute encoder registers and factory potted Itron in-line connectors.

	Description	Est Annual Qty	Unit Price	Total	Manufacturer	Model #	✓ if Low Profile
1	5/8" x 1/2" Positive displacement water meter	1,450	86.30 \$	125,135. ⁻ \$	BADGER	M25	
2	5/8" x 3/4" Positive displacement water meter	25	88.60 \$	2,215. ⁻ \$	BADGER	M25	
3	3/4" x 3/4" Short positive displacement water meter	50	101.05 \$	5,052.50 \$	BADGER	M35	
4	3/4" x 3/4" Long positive displacement water meter	800	102.75 \$	82,200. ⁻ \$	BADGER	M35	
5	1" Positive displacement water meter	40	138.25 \$	5,530. ⁻ \$	BADGER	M55	
6	1 1/2" Positive displacement water meter	30	304.95 \$	9,148.50 \$	BADGER	M120	
7	2" Positive displacement water meter w/test port	20	448.25 \$	8,965. ⁻ \$	BADGER	M170	

	Description	Est Annual Qty	Unit Price	Total	Manufacturer	Model #	✓ if Low Profile
Turbine Meters							
8	1 1/2" Turbine water meter with external strainer	15	N/A \$	N/A \$			
9	1 1/2" Turbine water meter with integral strainer	See above	415.- \$	6,225.- \$	BADGER	T-160	
10	2" Turbine water meter with external strainer w/test port	5	975.- \$	4,875.- \$	BADGER	T-200	
11	2" Turbine water meter with integral strainer w/test port	See above	545.50 \$	2,727.50 \$	BADGER	T-200	
Strainers/Flanges							
12	1 1/2" Oval Strainer	15	\$N/A	\$N/A			
13	1 1/2" Oval Meter Flange Set (sets of 2)	15	70.99 \$	1,064.85 \$	—		
14	2" Oval Strainer	5	253.- \$	1,265.- \$	BADGER		
15	2" Oval Meter Flange Set (sets of 2)	5	72.35 \$	361.75 \$	—		

**DISCOUNT – MANUFACTURER'S LIST PRICE
PERCENTAGE DISCOUNT FOR UNITS NOT LISTED ABOVE**

Item	Description	Manufacturer	Model	List Price	% of Discount	Total Price	Delivery Time (#Days)

EXCEPTIONS TO THE SPECIFICATIONS:

Please list any exceptions to the specifications on this page. Please be specific by referencing the page and item number that you are taking exception to. If you need additional space use a blank page/s, mark the page/s "ADDITIONAL EXCEPTIONS" and include with your bid. If no exceptions are listed the City will assume you can meet all of the specifications listed within this bid.

ITEM# _____ EXCEPTION: PAGE 20 BULLET (SEE NEXT PAGE)

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

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ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____

ITEM# _____ EXCEPTION: _____



ATLAS UTILITY SUPPLY COMPANY

2301 CARSON STREET
FORT WORTH, TEXAS 76117-5212
817/831-4275 FAX 817/831-1014

sales@atlasutility.com

City of Sherman

Exception to Page 20 of Bid document 6th bullet

We will make every attempt to supply needed material within your requested time frame. That said, we respectfully take exception to the \$100 per day liquidated damages. Reasons beyond our control, (manufacturing issues, acts of God, etc.) require that we take exception to that part of the bid.

ADDENDUMS:

The bidder acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE BID.

ADDENDUM # 1 _____

ADDENDUM # 2 _____

ADDENDUM # 3 _____

VENDOR TERMS AND CONDITIONS:VENDOR PAYMENT TERMS: NET 30 DAYSVENDOR LEAD TIMES: 4-6 weeks

VENDOR PAYMENT TERMS: _____

COMPANY NAME/ADDRESS AND REPRESENTATIVE CONTACT NUMBERS:COMPANY NAME: ATLAS UTILITY SUPPLY COADDRESS: 2301 CARSON ST FT WORTH, TXCOMPANY
REPRESENTATIVE
NAME: MIKE MCKINNIETELEPHONE #: 817-831-4275FAX #: 817-831-1014EMAIL: mmckinnie@atlasutility.com

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this proposal is accepted by The City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and the City of Sherman, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ☒ (The bid MUST be signed by an Officer of the company)
Partnership ☐ (The bid MUST be signed by a General Partner)
Joint Venture ☐ (The bid MUST be signed by an Officer of the company)
Sole Proprietor ☐ (The bid MUST be signed by the Owner)

COMPANY NAME:

COMPANY NAME (TYPED/PRINTED):

ATLAS UTILITY SUPPLY CO.

COMPANY ADDRESS: (TYPED/PRINTED):

2301 CARSON ST

CITY/STATE/ZIP (TYPED/PRINTED):

FT WORTH, TX 76112-5212

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME (TYPED/PRINTED):

MIKE MCKINNIE

SIGNATURE:

MR MCKINNIE

DATE:

3-7-12

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Invitation to Bid. When an award letter is issued, it becomes a part of this contract. Contract is not valid until a Purchase Order is issued.

CITY OF SHERMAN

SPECIFICATION FOR POTABLE WATER METERS

The City of Sherman is seeking bids to purchase potable water meters on an annual contract. The size and quantity of the meters will be listed on the bid sheet and is based on previous use and may vary.

The existing City of Sherman Automated Meter Reading (AMR) system is the ITRON MVRs Program. All meters must be compatible with the City of Sherman's AMR system.

All meters shall be of an absolute encoder register type with an Itron water proof in-line connector factory potted.

Bidders must bid on each item listed, no partial bids will be considered.

All meters must be new meters, no used or refurbished meters will be accepted.

All meters and parts must meet low lead requirements, as described in the amendment to the Federal Safe Drinking Water Act.

POSITIVE DISPLACEMENT WATER METERS 5/8 X 1/2" THROUGH 2"

GENERAL

It is the intent of these specifications to secure meters, which will give long and continuous service with minimum loss of efficiency. All meters shall meet current standard specifications of the American Water Works Association for the type service required, and in addition comply with the following specifications and requirements; together with any special specifications outlined on the bid request. The AMR register will be an absolute encoder that shall meet applicable requirements of AWWA Standard C707 and remain fog-free of moisture. The transmitter shall consist of an absolute encoder register combined with a frictionless form of encoding technology that does not utilize contacts, slide wires or load fire spring mechanism. All registers shall come standard with the Itron water proof in-line connector factory potted so that Itron endpoints can easily be attached.

SUPPLEMENTARY SPECIFICATIONS

1. The standard used in preparing these specifications is the latest version of AWWA specification C700, "AWWA Standard for Cold Water Meters, Displacement Type" and C707 "AWWA Standard for Encoder-Type Remote Registration Systems for Cold-Water Meters.
2. The manufacturer shall furnish an affidavit that the meters furnished under these specifications comply with all of the applicable requirements of the latest version of AWWA specification C700 and C707.
3. Nominal sizes and estimated quantities are stated on the bid sheet.
4. Main case connections for 1 ½" and 2" meters shall be two bolt oval flanges on both ends.
5. Two inch (2") meters must have test ports.
6. A single bronze companion flange, drop in style gaskets, 3/16" grade stainless steel bolts and nuts are required on 1 ½" and 2" meters.
7. Meters furnished under these specifications shall have nutating discs or oscillating pistons.
8. The outer case shall be constructed of bronze. Polymer or cast iron bottoms are not acceptable.
9. Register details:
 - a) The register shall be an "AWWA straight reading register".
 - b) It shall record in U.S. Gallons.
 - c) It shall be furnished with a low flow (leak) indicator and sweep test hand that conforms to the latest revision of AWWA Standard C700 and C707.
 - d) It shall have six (6) active number wheels and accumulate and register consumption without connecting to a receptacle or transmitter.
10. All meters shall be furnished with magnetic coupled drive.
 - a. This specification covers meters through 2" size. No cast iron cases will be considered.
11. The manufacturer's serial number shall be stamped on the outside of the register box lid and on the body.

SPECIAL REQUIREMENTS

1. The register and the ERT shall be programmed to read and transmit all moving dials.
2. The construction of the register will be of a "sealed register" type. The date of manufacture of the register shall be visible on the register face. The meter size shall be permanently marked on the register dial face. As used in these specifications, the term "sealed register" shall mean a register that is moisture and dust-proof mechanically disconnected from the measuring components. The construction of the register will be non-repairable factory exchange type. The manufacturer shall unconditionally guarantee the "sealed register" unit from date of delivery for a period of five (5) years, to properly operate in accordance with the latest version of AWWA specification C700 and C707 specifications, excluding damage caused by vandalism, Acts of God, willful or negligent means. If special tools are required for disassembly of the register, a set shall be furnished with the sample meters (See Special Requirement No. 5 below). 5 sets of special tools to repair meters shall be provided at the manufacturer's expense.
3. The City of Sherman reserves the option to test all new meters in accordance with the latest version of AWWA specification C700. If any of the meters tested do not meet the latest version of AWWA specification C700, the manufacturer shall reimburse the City of Sherman twenty-five dollars (\$25.00) per meter that fails this test. All meters that fail this test will be returned to the manufacturer, freight collect, and the manufacturer will replace the defective meters with new meters, freight prepaid. If the meter or a part of the meter becomes defective after installation and within the time specified below, the manufacturer shall reimburse the City of Sherman fifty dollars (\$50.00) per meter labor cost to remove the meter from the field. The manufacturer will replace the defective meter with a meter that meets current City Of Sherman meter specifications. The defective meter removed from the field will be returned to the manufacturer, freight collect, and the manufacturer shall replace the meter, freight prepaid.
4. Meters shall be guaranteed to be free from materials and workmanship defects for a period of twelve months, and to meet AWWA New Meter Accuracy Standards for a period of five years from the date of purchase. At the expiration of this period, meters shall be guaranteed to meet AWWA Repaired Meter Accuracy Standards for the following time periods:

5/8" x 1/2" - 1" 5 - 15 years from the date of shipment

1 1/2" - 2" 5 - 10 years from the date of shipment

5. Upon request, bidder shall furnish samples of the meters in each of the sizes bid on. Sample meters furnished will be the EXACT type and quality bid on. The meters shall be inspected and tested by the City of Sherman Utility Billing Department to determine if they meet these specifications and/or AWWA Specifications, and any failure to do so will be basis for disqualification. Bidder need not submit sample meters IF the City of Sherman has in the past PURCHASED from the bidder the EXACT same meter WITHOUT ANY MODIFICATION and/or are currently in use within the City of Sherman Water Utilities System. Vendor shall pick up sample meters within sixty (60) days after which the meters will become the property of the City of Sherman and will be disposed of as the Sherman Utility Billing Department sees fit.
6. Each bidder shall furnish, with his bid, a graph showing the actual capacity and accuracy of the meter from zero to twenty (20) pounds pressure loss for each size and type meter bid on.
7. All external case bolts with nuts shall have back-ups to prevent bolts from turning during assembly or disassembly; exceptions will be considered.
8. All Cold Water Meters shall meet the NSF/ANSI Standard 61. Documentation showing certification must be provided.

MAGNETIC DRIVE TURBINE METERS 1 ½" AND 2"

SCOPE

Class II magnetic drive 1 ½" and 2" turbine meters shall comply with all respects to the AWWA Specifications C701 for Cold Water Meters – Turbine Type and C707 AWWA Standard for Encoder-Type Remote Registration Systems for Cold-Water Meters with the modifications as follows; these meters shall be designed for cold water service and shall be of the current type in which a turbine mounted in the waterway is driven by the velocity components in the flow stream of the medium flowing through the meter. The spinning turbine shall be directly or magnetically coupled to the drive train and magnetically line to a follower magnet, to drive a sealed register. A single bronze companion flange shall be provided as well as all bolts, nuts and gaskets.

GENERAL REQUIREMENTS

The basic turbine meters shall be constructed in two primary assemblies, which each component shall be, composed of the main case assembly and the measuring chamber assembly. All turbine meters shall have a test port and shall be furnished with a strainer assembly, external assembly mounted on the inlet port of the meter case is preferred. However, assemblies with internal strainers will be acceptable. See bid sheet for separate line item. The measuring chamber assembly shall be constructed with thermoplastic and shall include as part of the assembly the rotor, a stainless steel adjusting vane (for calibration), and a hermetically sealed AMR register. The turbine meter, composed of the two primary assemblies combined as a single unit, shall be designed to withstand a maximum working pressure of one hundred fifty (150) psi without failure or leakage. All Cold Water Meters shall meet the NSF/ANSI Standard 61. Documentation showing certification must be provided.

1. **Component Parts and Assemblies:** Material and construction of the component parts and the assemblies thereof shall meet or surpass the minimum provisions contained herein. Further, it is required that each and every requirement specified herein shall be met regardless of whether it necessitates the upgrading of another.
 - a. **Rotor:** The rotor or turbine shall be constructed of a strong and durable thermoplastic. The turbine shall contain two (2) cylindrical graphite bearings designed to surround a tungsten carbide or stainless steel shaft. The rotor shall be essentially weightless in water to minimize the load that imparts wear on the graphite bearings.
 - b. **Magnetic Drive:** The magnetic drive shall consist of a drive magnet located within the main case of the turbine meter. A cylindrical follower magnet shall be attached to the gear train shaft inside the magnetic well of the register. The magnetic drive shall be so designed and balanced that when the drive magnet is set in motion by the spinning turbine rotor, due to flow through the meter, the follower magnet attached to the register shall be set in motion by magnetic flux to provide accurate registration.

- c. **Register:** The AMR register will be an absolute encoder that shall meet applicable requirements of AWWA Standard C707 and remain fog-free of moisture. The transmitter shall consist of an absolute encoder register combined with a frictionless form of encoding technology that does not utilize contacts, slide wires or load fire spring mechanism. All registers shall come standard with the Itron water proof in-line connector factory potted so that Itron endpoints can easily be attached. The existing City of Sherman AMR system is the ITRON MVRS Program. The register and the ERT shall be programmed to read and transmit all moving dials.
 - d. **Measuring Chamber:** The measuring chamber shall include a main waterway passage or flow tube in which the turbine rotor, the rotor nut, and the drive assembly is mounted and linked to the sealed register. The measuring chamber shall also include an adjustment vane or damper as an integral part of the assembly. The flow tube may be manufactured of thermoplastic. The measuring chamber shall be a one-piece removable assembly containing the entire measuring element and shall be manufactured to be interchangeable with like assemblies fabricated for use on the same size and type meter. The measuring chamber of each meter shall be guaranteed under the provisions contained in Section 6 "Guarantee" of this material standard.
 - e. **Main Case:** The main case shall be constructed of AWWA bronze, which shall include as a single unit the basic waterway, the mounting flanges, and shall include a compartment to receive the measuring chamber. All mounting flanges shall be ANSI 125 pound class constructed to withstand a minimum of 150 psi. Miscellaneous trim shall be stainless steel. Each main case assembly shall be interchangeable with another of the same size and type and each shall be guaranteed under the provisions contained in Section 6 "Guarantee" of this standard.
 - f. **Markings:** The meter case shall be identified as to the manufacturer's type and size, together with a direction of flow arrow all cast as raised identities approximately on the spring line of the meter case. Each meter case shall also include the meter serial number marked in permanent letters, either raised or indented, in a location that is easily visible in the installed position.
2. **Capabilities:** Turbine meters furnished under this material standard shall have the following capabilities and meet the specific requirements provided herein.
- a. **Service:** Service shall be for cold water in which flow shall be in one direction only.
 - b. **Operating Range, Pressure Loss, Laying Length and Accuracy:** The operating range, pressure loss, laying length and accuracy for turbine meters must meet AWWA specifications.
3. **Descriptive Information:** Bidders shall submit with their bid a complete catalog of information for the meters on which they are bidding that includes a description of the materials incorporated, a description of operation, a parts list covering all of the various parts of the meter offered, and price list for the parts.

4. **Certification**: The manufacturer shall certify that the meters furnished or any component parts therefore are in full compliance with the requirements specified in this material standard.
5. **Inspection and Testing**: The successful bidder shall be required to furnish certification of factory tests with each shipment of meters, with the test result of each meter clearly indicated. Any meter failing to pass the inspection and test shall be returned to the manufacturer and replaced by the manufacturer at no cost to the City of Sherman.
6. **Guarantee**: The manufacturer shall guarantee each new meter including register. The meter main case and measuring assembly shall be guaranteed against defective material and workmanship for a period of one year. Meter accuracy should be guaranteed for two (2) years. Encoder registers shall be guaranteed for five years, exclusive of damage caused by vandalism. Bidder must furnish information with the bid as to what the manufacturer will be willing to furnish in the form of warranty, bond, or notarized statement from a responsible officer of the firm to assure that the guarantee will be honored by the vendor for the period of the time indicated.
7. **Parts**: 316 grade stainless steel bolts and nuts, gaskets (drop in style gasket for 2" meters), and a single oval bronze companion flange are required to be included with each turbine meter.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 03/17/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

OTHER BUSINESS

Receive Parks and Recreation Director Kevin Winkler's Presentation on an Offroad Bike Trail at Binkley Park

Issue:

Opening of an offroad hike/bike trail at Binkley Park

Background:

Parks and Recreation Director Kevin Winkler will present the Council with background information on an offroad hike/bike trail at Binkley Park and introduce volunteer trail steward, Jason Griffin.

Origination:

City Manager

Financial Consideration:

The project concept, development, and maintenance is volunteer driven. No City resources or budget has been allocated for this project.

Staff Recommendation:

The Council need take no action on this informational item.

Alternatives:

As directed by the Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 03/17/2014

Prepared By: Don Keene, Director of Community and Support Services

Approved By: George Olson, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the 2014 Earth Day Planning Committee to Temporarily Close Certain Streets for the "6th Annual Earth Day Festival" on Saturday, April 26, 2014

Issue:

The 2014 Earth Day Planning Committee proposes to hold the "6th Annual Earth Day Festival" on Saturday, April 26th and requests barricades and street closures.

Background:

Ms. Amy Hoffman-Shehan, representing the 2014 Earth Day Planning Committee, proposes to hold the "6th Annual Earth Day Festival" on the Sherman Municipal Grounds from 6:00 a.m. to 5:00 p.m. on Saturday, April 26th. In order to accommodate the festival, the Committee requests delivery and pick up of barricades for street closures around the Municipal Building.

Origination:

Ms. Amy Hoffman-Shehan, Event Organizer, 2014 Earth Day Planning Committee

Financial Consideration:

Barricade placement and removal will be provided by the City of Sherman Street Department.

Staff Recommendation:

It is recommended that the City Council authorize the street closures, the utilization of the Municipal Grounds, and City resources to accommodate this event.

Alternatives:

As directed by the Council

Attachments

Written request received March 3, 2014

Barricade Location Map

Earth Day Festival
Amy Hoffman-Shehan
1503 S Travis St
Sherman TX 75090
www.earthdaytexoma.org

City of Sherman
George Olson, City Manager
Robby Hefton, Assistant City Manager
Director of Public Works
Members of the Sherman City Council

March 3, 2014

The 6th Annual Earth Day Festival is scheduled for April 26, 2014. It will be held on the Sherman Grounds. Please place our street closure request on the agenda for the April 7, 2014 City Council Meeting. The street and parking lot closures will be needed from 6:00 am until 5:00 pm on April 26. We would like to close South Rusk Street between Mulberry and Pecan Streets and South Elm Street between Mulberry and Pecan Streets. We would also like to close the parking lots on the south side of City Hall and the south side of the Municipal Building. The City Hall parking lot will be used for a various recycling events, including a paper shredding event, paper, cardboard, electronic waste (fees will be charged for CRTs, TVs, and certified hard drive swipes), Styrofoam, plastic medicine bottles, ink and toner cartridge collection, clothing, handbags, belts, shoes, baseball caps, eyeglasses, and sunglasses. Please see the attached map.

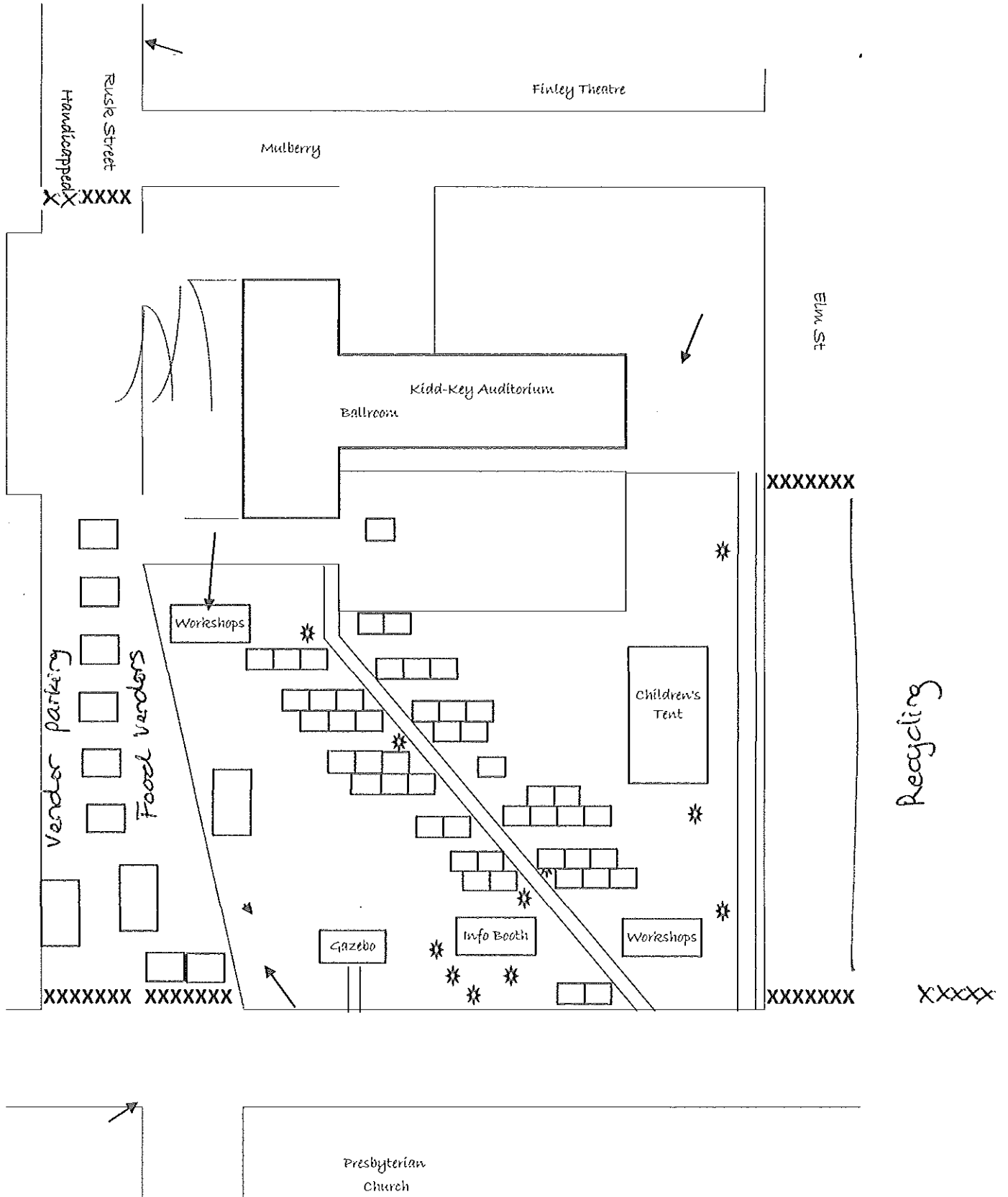
Please watch the Earth Day website, as it is updated on a regular basis as the event evolves. All of the coordinated events of last year will be repeated, and we have added a few new ones. The coordinated events that are repeats from last year are a children's art show, the multiple recycling opportunities, plant sales, pet adoptions through the Sherman Animal Shelter adoption trailer, the used book sale through the Friends of the Sherman Library. Newer events include the "Trashion" a Trash Fashion Art Show sponsored by Grayson College Art Department. The ballcaps and sunglasses will go to farm workers, who usually have permanent eye damage by the age of 30 due to lack of protective gear. A full day of workshops, musical entertainment and children's activities are planned.

We are continuing to work with the Choctaw Nation Going Green program. The program is a valuable resource, providing resources and recycling services and assisting with publicity for the event. This year's Key Note Speaker is Dan Lepinski, an internationally known expert on solar energy and energy efficient design and construction. He spent more than 8 years living off grid in Wisconsin. He will advise attendees on the steps necessary for new construction or retrofitting existing buildings to make them efficient as possible. The Key Note Address will be at 11:00 am in one of the workshop tents on the Municipal Lawn.

We greatly appreciate our partnership with the City of Sherman and encourage all of your participation. We applaud LeeAnne Wilson of City of Sherman Pretreatment Services for support of the Earth Day Festival and her efforts to encourage other departments to participate. Providing information to residents about services and steps they can take to better our environment is critical to the success of the festival. We hope the Police Department will hold their prescription drug collection at the festival grounds.

Sincerely,

Amy Hoffman-Shehan
Event Organizer





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. K.

Meeting Date: 03/17/2014

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: George Olson, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2014 Council Calendar

2014

JANUARY						
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01/17/2014	Joint Meeting w/SEDCO Board - Panda Tour - Canceled
02/03/2014	Regular City Council Meeting - Cancelled
02/12/2014	Called Meeting for Informational Presentation
02/26/2014	Called Meeting for Informational Presentation
03/12/2014	Called Meeting for Informational Presentation

03/21/2014	Joint Meeting w/SEDCO Board - Panda Tour
03/26/2014	Called Meeting for Informational Presentation
09/01/2014	Labor Day/Called Council Meeting on 09/02/2014