

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 15, 2010
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY DEPUTY MAYOR JOE N. SMITH](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 1, 2010](#)

Proclamation

- A.5 [PROCLAMATION](#)
“National Pancake Day” – February 23, 2010

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5636](#)
Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of May, 2010, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing that Said Election Shall be Held Jointly with the Sherman Independent School District; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5637 AND AN APPLICATION TO DRILL AN OIL AND GAS WELL](#)
Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil and Gas Well in an R-1 (One Family Residential) District in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road, being 109.35 Acres in the Friar McNeely Survey, Abstract No. 826 (Yongshik Kim, Owner; Vicki Ross, EOG Resources, Inc., Representative; and 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

B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5638](#)

Amending Chapter 14, Appendix A of the Code of Ordinances, entitled “General Zoning Ordinance”, at Section 6 to Provide for a New Subsection 6.8.4 to be entitled “Blalock Commercial Overlay District”

B.4 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5639](#)

Amending Chapter 8 of the Code of Ordinances, entitled “Offenses and Nuisances”, Article 8.03, entitled “Offenses Involving Public Peace and Order”, at Section 8.03.002, entitled “Consumption, Possession of Alcoholic Beverages”

Close Public Hearing and Consider Adoption of Ordinances

B.5 [ADOPTION OF ORDINANCES](#)

Consider Adoption of Ordinance Numbers:

- (a) 5636
- (b) 5637
- (c) 5638
- (d) 5639

B.6 [CONSENT AGENDA](#)

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

Resolutions

C.1 [RESOLUTION NO. 5458](#)

Authorizing Execution of a Joint Election Agreement between the City of Sherman and the Sherman Independent School District to hold a Joint Election on May 8, 2010

C.2 [RESOLUTION NO. 5459](#)

Revoking and Replacing Resolution No. 4796; Indicating the City’s Compliance with Texas Election Law to Use an Accessible Electronic Voting System for Municipal Elections

C.3 [* RESOLUTION NO. 5460](#)

Approving the Greater Texoma Utility Authority’s Intention to Contract with Lynn Vessels Construction, LLC for Construction of the U.S. Highway 75 North Sewer Improvements, Contract “A”

C.4 [* RESOLUTION NO. 5461](#)

Authorizing Execution of a Professional Services Agreement with Perkins Engineering Consultants, Inc. for the Design of Clarifier Domes and Equalization Basin Mixer Improvements at the Wastewater Treatment Plant

C.5 [* RESOLUTION NO. 5462](#)

Authorizing Execution of an Engineering Services Agreement with Teague, Nall and Perkins, Inc. for the Design of Loy Lake Road Improvements from U.S. Highway 82 to Pecan Grove Road

C.6 [* RESOLUTION NO. 5463](#)

Authorizing Execution of an Agreement and Statement of Work with AT&T for an Upgrade of the Sherman Police Department's Vesta Pallas 911 System

Requests to Advertise

D.1 [* REQUEST TO ADVERTISE](#)

Purchase of Four Police Patrol Vehicles

D.2 [* REQUEST TO ADVERTISE](#)

Agricultural Lease at the Wastewater Treatment Plant

Change Order

D.3 [* CHANGE ORDER NO. 1](#)

Willow Street Waterline Replacement Project; \$661.78, Decrease

Other Business

D.4 [OTHER BUSINESS](#)

Consider EOG Resources, Inc.'s Application for a Permit to Drill an Oil and Gas Well in an R-1 (One Family Residential) District in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road, being 109.35 Acres in the Friar McNeely Survey, Abstract No. 826

D.5 [CITIZEN REQUESTS](#)

D.6 [MEDIA QUESTIONS](#)

D.7 [COUNCIL COMMENTS](#)

D.8 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Joe N. Smith, Deputy Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. A.3

INVOCATION BY DEPUTY MAYOR JOE N. SMITH



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 1, 2010

STATE OF TEXAS

§

February 1, 2010

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 February 1, 2010.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR JOE SMITH.
COUNCIL MEMBERS ADAMI, HOWETH, SOFTLY, STEELE,
WACKER.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Mayor Bill Magers.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of January 18, 2010. Deputy Mayor Smith moved to approve the Minutes as presented; Second by Council Member Steele. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

PROCLAMATION

"BLACK HISTORY MONTH" – FEBRUARY 2010

Mayor Magers presented a proclamation to Erik Jackson, President of the NAACP, proclaiming February 2010 as "Black History Month." Mr. Jackson thanked the Mayor and City Council for the proclamation.

BLACK HISTORY
MONTH
(FEB. 2010)

CONSENT AGENDA

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

CONSENT AGENDA

REQUEST TO ADVERTISE

PARK RESTROOM CLEANING SERVICES

The City Council approved the request to advertise for private contract cleaning of eight public park restrooms. In March 2006 the City contracted the cleaning of its park restrooms, but since that time, additional restrooms have been added within the park system.

REQ TO ADVERTISE
PARK RESTROOM
CLEANING

With the construction of the Center Street Sports Fields and Pecan Grove Park, the City would like to seek proposals that would include cleaning and securing of the facilities, seven days a week for a minimum of a 9 month period.

CONSENT AGENDA.

CONCESSION STAND(S) FOR THE CITY OF SHERMAN'S PARK SYSTEM

The City Council approved the request to advertise for the operation of a concession stand(s) within Fairview, Hawn and Rosedale Parks for a 12 month period. A concession stand has been operating under contract at these parks since 1995 and the previous two year contract has expired.

CONSENT AGENDA.

CITY RIGHT-OF-WAY AND PROPERTY MOWING

The City Council approved the request to advertise for the annual mowing of City boulevards, islands, street right-of-ways, and other City properties. Previous contracts for mowing expired in November 2009.

CONSENT AGENDA.

TRAVIS STREET MILL AND OVERLAY PROJECT, FROM WASHINGTON STREET TO JONES STREET

The City Council approved the request to advertise for the mill and overlay of a section of Travis Street, from Washington Street to Jones Street. The project is included in the 2009-2010 Capital Improvement Program. The City will continue to coordinate with David Baca Studios on the other street design issues as part of the overall Travis Street improvement project.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER MR. E. LEE WARREN III'S PROPOSAL TO REVISE THE SOLID WASTE, WATER AND SEWER RATE STRUCTURE PERTAINING TO MULTIUNIT DWELLINGS

Lee Warren, P.O. Box 326, Farmersville, Texas, appeared before the City Council to present his proposal to revise the solid waste, water and sewer rate structure for multi-unit dwellings.

Mr. Warren explained that he recently purchased two seperate, four-plexes in Sherman. During his due diligence he researched the water charges for the structures and it seemed reasonable.

After he received his first bill it seemed excessive and he determined that he was being charged a minimum charge for each of the eight units. There is one meter on the property for both structures and the amount of water usage and the size of the structures would be consistent with a single family, three bedroom, two bath house with a sprinkler system.

Mr. Warren questioned why he was being charged a minimum usage charge on all units even though the water usage and the demand on the City's infrastructure is the same as a single family residence.

CONCESSION STANDS

R-O-W MOWING

**TRAVIS STREET
MILL & OVERLAY**

**WATER, SEWER
RATES FOR
MULTI-UNIT
DWELLINGS**

He added that the City did tell him he could individualize the meters which would be expensive for both him and the City and really wouldn't "fix" the problem. He said another option presented was to install a commercial meter but he hasn't received information about the cost.

Mayor Magers said he previously spoke with Mr. Warren and discussed the option of making the four-plexes into single family residences which would carry only one minimum charge per residence. He added that one option is to meter the units individually, however the commercial meter is not an option.

Mayor Magers felt it was an equitable and fair solution to pay four minimum charges per residence and with that charge they should also have four trash cans at each residence. The standard in Sherman is that multi-family units pay a minimum charge for each unit.

Council Member Steele asked if one ¾ inch meter was common to supply four units. Mr. Warren said neither he nor his residents had any problem with water pressure in the units.

Deputy Mayor Smith asked how this situation was billed in other Cities. George Olson, City Manager, said Sherman is not the only City that charges by this method. When the staff looks at the overall distribution of the rate structure, they feel the charges are where they need to be.

Council Member Wacker said the Council would need to look at the overall impact of the situation. Council Member Adami felt any change would dramatically change many events in the City and Mr. Warren's charges should be included in his rental charges. He felt it would be unfair to the remaining citizens of Sherman to make this change in one specific circumstance.

Mr. Warren said a four-plex is still classified as residential property where five and above is multi-family. He said the water usage is about the same as a single-family residence with a sprinkler system.

Council Member Adami did not feel the water usage would be the same for a single family residence and for a four-plex with four families.

Mayor Magers asked for a motion. The issue died without a motion.

**RECEIVE PUBLIC WORKS DIRECTOR JEFF MILLER'S
UPDATE ON THE BROCKETT STREET IMPROVEMENT
PROJECT**

Jeff Miller, Director of Public Works, presented an update on the Brockett Street Improvement Project, which he said was one of the toughest street rebuild projects that the City has

**BROCKETT STREET
IMPROVEMENTS**

tackled. There are still some minor repairs that need to be made such as broken concrete or bricks and some sidewalks that need to be replaced.

Special design features of the project include brick crosswalks, ADA compliant ramps, a nice asphalt street, new curb and gutter, full length sidewalks, and decorative lighting. Most of the old lighting has or will be removed. The City will also perform a survey to determine if there are additional dark areas that need lighting. In conjunction with the project all residence received a new concrete drive approach.

Mr. Miller explained that a major concern of the project was the movement of storm water off the street, so a lot of time was spent determining elevations and grades that would be effective. A major part of the project included moving the utilities back, and at this time, Verizon is still working to complete their part.

Another challenge of the project was the Branch Street crossing where an old railroad grade caused a “hump” in the street. That hump has now been removed and the street grade lowered.

After the intersections were finished the project required the milling of about two inches of asphalt from the street without damaging the decorative bricks. Two layers of asphalt were laid down with a fabric material in-between to give it strength and to help stop cracking from the old street and the railroad track that are underneath.

Mr. Miller said the remaining part of the project is street striping. The project includes a center turn lane, however to accommodate this, there cannot be parking on either side of Brockett Street. No parking signs are now being installed and an ordinance will be presented to the Council in 90 days to approve the no parking.

He estimated that within another 30 days all issues should be cleaned up and a ribbon cutting will be planned.

Mayor Magers said Brockett Street is a total different view from what it originally was and is a much better street. He also recognized Austin College’s 25% financial contribution to the project adding that it now links Austin College with the downtown area.

Council Member Softly felt that there were two churches located on Brockett Street that would probably have problems with the no parking designation.

RECEIVE UPDATE ON THE RIGHT-OF-WAY ACQUISITIONS
FOR THE HIGHWAY 75 NORTH SEWER, WASHINGTON
STREET, AND LAMBERTH ROAD CAPITAL IMPROVEMENT
PROGRAM (CIP) PROJECTS

R-O-W ACQUISITIONS
FOR HWY 75 NORTH
SEWER, WASHINGTON
ST. & LAMBERTH RD.

Don Keene, Project Manager, presented an update on the right-of-way acquisition for three CIP projects.

Highway 75 North Sewer Project

Mr. Keene said this project will provide sewer service to both sides of Highway 75, north from Loy Lake Road to Highway 691. Twenty nine easements will be required and the City has obtained 27 of those easements. Condemnation proceedings are underway on the two remaining parcels. That process should take between 45 and 60 days and should be completed toward the end of March 2010.

The project is divided into four construction phases with Phase 1 being the northern third, Phase 2 being the middle third, Phase 3 being the southern third, and Phase 4 being two lift stations.

The staff has advertised for bids and the bid opening for Phase 1 will be held tomorrow with construction on that phase beginning in late March 2010. Bids for Phase 2 will be opened on February 23, 2010. Construction time for the entire projects should be between 10 and 12 months. Mayor Magers confirmed that the target date for completion will be during the first quarter of 2011.

Council Member Steele asked what phase of construction the condemnations were in. Mr. Keene said they are not in Phase 1 and should not slow the project down. The petition has been filed for the condemnation hearing on one of the parcels and the other petition will be filed later this week.

Council Member Steele verified that the water line has already been installed in the right-of-way and didn't require easements.

Washington Street

Mr. Keene said ten easements are required on the Washington Street Project and the City has obtained seven of those. Final offer letters were mailed today and condemnation may be necessary on two parcels.

Lamberth Road

Mr. Keene said eight easements are required on the Lamberth Road Project and the City has obtained four of those. Final offer letters were mailed today and condemnation may be necessary on two parcels. The staff plans to time the advertisement and award of the construction contract to coordinate with the condemnation proceedings.

The estimated construction time on both the Washington Street Project and the Lamberth Road Project is ten months.

Council Member Howeth verified that, if all goes as scheduled, the Washington Street Project will begin construction near the end of April 2010.

Larry Morriss, 1404 Bentbrook Lane

Mr. Morriss appeared representing the residents of the Bentbrook Homeowners Association, which urged the completion of the Washington Street Project. He thanked the City Council for the low taxes adding that this project was a great project for the City.

He added that since there are some homeowners on the west side of the bridge that are not satisfied with their offer, the City might consider breaking the project into two phases, with the division at the bridge. This would allow the first phase of the project to begin, and would give relief for citizens living east of the bridge. He said that if the condemnation proceedings were only going to take 45 days, the City might not need to complete the project in phases.

Mr. Morriss also asked that the City Council do something about the pot holes located in the same area along Washington Street. He thanked the City Council for their efforts.

RECEIVE BRIEFING FROM DEVELOPMENT SERVICES
DIRECTOR SCOTT SHADDEN ON CODE PROVISIONS:
LIVESTOCK IN RESIDENTIAL DISTRICTS

**LIVESTOCK IN
RESIDENTIAL
DISTRICTS**

Scott Shadden, Director of Development Services, briefed the City Council on the ordinance relating to livestock in residential districts. Last Fall, Council Member Howeth asked the staff to review the ordinance regulating livestock in the developed residential areas.

The current ordinance is working, however when the staff makes a call on a complaint about livestock they must consider the care of the animal and determine if it has adequate food, water, and shelter. The ordinance does not address the number allowed or the location where they are allowed.

Scott Parker, Chief Animal Control Officer, added that as long as the animals have proper food, water, and shelter, the citizen keeps the area clean and odor free, and the noise is kept in check, it's hard for the City to build a case against the livestock.

Mr. Shadden said the staff is recommending that they bring back an ordinance to address livestock in the residential area for City Council consideration.

Council Member Wacker asked if the ordinance would exclude horses if the home has acreage in town. Mr. Shadden said the ordinance would address regular residential developed neighborhoods. If a citizen had acreage, they could still have some livestock.

Council Member Howeth said she has received a number of complaints and felt it should be reviewed before it becomes a serious problem.

Mr. Shadden said the staff will bring back an ordinance for Council consideration.

APPROVE QUARTERLY INVESTMENT REPORTS FOR PERIOD ENDING DECEMBER 31, 2009

The City Council approved the Quarterly Investment Report for the period ending December 31, 2009. As of this period, all portfolios were in compliance with applicable State laws and the City's internal Investment Policy.

The Operating Portfolio had a book value of about \$18.9 million, down about \$1 million from three months ago. The portfolio is appropriately liquid and its weighted-average maturity decreased to about 47 days from about 70 days last period.

The portfolio yield of 0.65% for the quarter is higher than the benchmark yield of 0.20% and the portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

The CO Debt Proceeds Portfolio balance decreased about \$1.3 million due to payments for construction during the period. The portfolio remains appropriately liquid, with all funds available within one day. Its yield of 0.2% for the quarter is the same as the benchmark yield of 0.20% and the portfolio value on the City's books is essentially equal to the market value of the overall portfolio.

CONSENT AGENDA.

CITIZENS REQUESTS
OIL AND GAS LEASE

Pat Garrard, Vice President Land, Longfellow Energy, 4801 Gallardia Parkway, Ste. 205, Oklahoma City, Oklahoma

Mr. Garrard appeared before the City Council to discuss an oil and gas lease on City property near the Wastewater Treatment Plant on F.M. 1417 and Hwy 11.

In 2008, Longfellow Energy began negotiating with the City about an oil and gas lease. It was for a three year term, with \$100 per acre bonus, 3/16 royalty, and with provisions to protect the City's facility in case drilling was done. They are looking at depths of approximately 12,000 feet.

Mr. Garrard said their leasing program originally operated under the name of Grayson County Properties. They have been buying leases in Grayson County since 2007 and currently have about 12,000 acres leased. However, they have not drilled any wells.

They are now preparing to perform a 3D Geophysical Program over this property, which also includes the City's property. The proposed geophysical survey covers a 43 square mile area, and is 2,400 parcels of land with 1,250 different land owners. They have permits from about 90% of the land owners. The project is estimated at \$2 million.

**QUARTERLY
INVESTMENT REPORT**

**OIL AND GAS
LEASE**

Mr. Garrard reiterated that they have not yet drilled any wells but they have already used about two years of their primary term on most of the leases. The next step is to perform the 3D geophysical survey to determine what is underground.

Andrew Bell, Geophysicist, Longfellow Energy, 4801 Gallardia Parkway, Ste. 205, Oklahoma City, Oklahoma

Mr. Bell explained that the geophysical survey will help them isolate and determine the best way to attach potential oil and gas developments underground. This is not the Barnett Shale that is of concern in Ft. Worth. The survey will address property in the eastern part of Sherman and the southwestern corner approaches the City's property at the Wastewater Treatment Plant.

Mr. Bell asked the City Council for their consent to have an oil and gas lease with the City of Sherman as well as consideration to conduct a seismic operation over the property. They have hired Dawson Geophysical to perform the geophysical survey.

Mayor Magers reminded Mr. Bell that the City Council can not take any action on this item tonight since it was not on the agenda. He asked if Longfellow Energy had discussed their proposal with the City staff. Mr. Garrard said they had previously discussed the proposal with Former City Attorney Doreen McGookey and Former Development Coordinator Rita Gaither.

Mayor Magers asked the representatives to meet with the City staff. Mr. Olson said the staff is concerned about the safety and security of the Wastewater Treatment Plant. They also feel that the request should be approached from a fairness point of view. Mayor Magers asked the representatives to meet with the staff and let them make a recommendation to the City Council.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

BROCKETT STREET REBUILD

Council Member Softly said he was happy to see the completion of the Brockett Street Rebuild Project.

DOWNTOWN MERCHANTS

Council Member Howeth complimented the downtown merchants on a recent scavenger hunt that was held through the various downtown stores. The event was organized by the Funky Monkey and helped bring shoppers to the downtown area.

PROGRESS OF CITY PROJECTS

Mayor Magers said it was nice to hear about the progress of the City projects and the fiscal responsibility of the City staff.

MEDIA QUESTIONS

**BROCKETT ST.
REBUILD**

**DOWNTOWN
MERCHANTS**

**PROGRESS OF
CITY PROJECTS**

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 551.072

DELIBERATIONS REGARDING
REAL PROPERTY:
DELIBERATE REGARDING THE
POTENTIAL PURCHASE,
EXCHANGE, LEASE, OR VALUE
OF A PIECE OF REAL PROPERTY:
BLALOCK FIRE STATION IN THE
100 BLOCK OF HIGHWAY 1417
EAST

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:49 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:57 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

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

EXECUTIVE SESSION

OPEN MEETING

ADJOURNMENT

MAYOR

CITY CLERK



Brockett Street Improvements

City Council Update

February 1, 2010

PROJECT DESIGN FEATURES



PARDON OUR MESS

CITY OF SHERMAN
2008/2009 CAPITAL IMPROVEMENT PROGRAM
BROCKETT STREET REHABILITATION
PROJECT

\$ 1,600,000













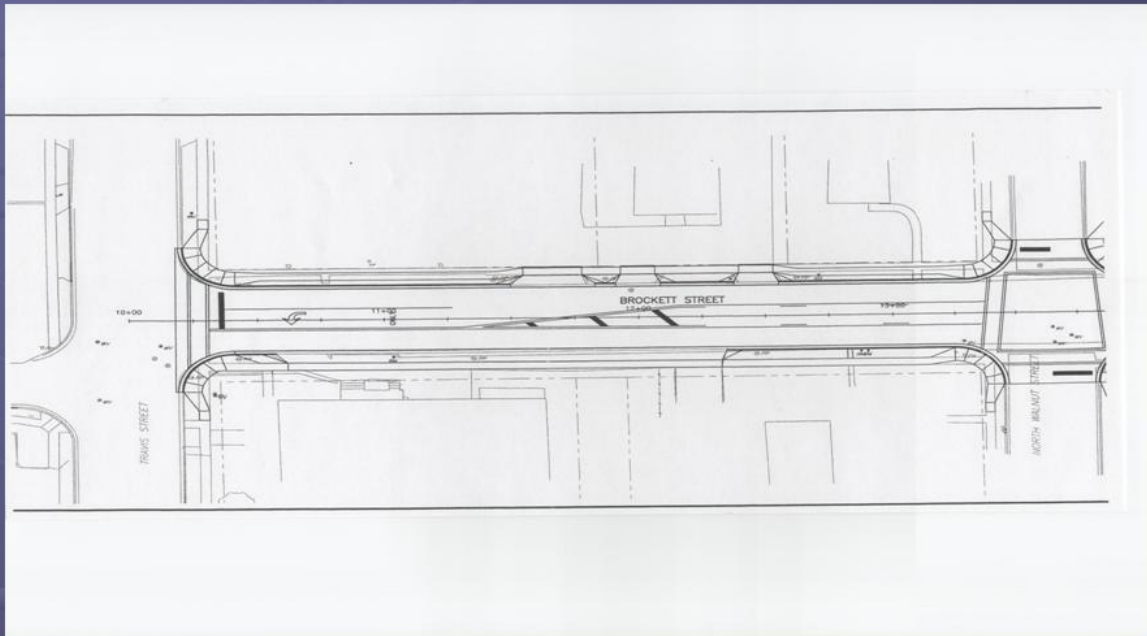








Pavement Striping





01/29/2010



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. A.5

PROCLAMATION

“National Pancake Day” – February 23, 2010

Issue

To present a proclamation designating February 23, 2010 as “National Pancake Day” in the City of Sherman and to recognize IHOP and the Shriners Hospitals for Children

Background

Shriners Hospitals for Children and IHOP are joining together to promote children’s health as part of IHOP’s “National Pancake Day.” IHOP will be giving away a free stack of pancakes on February 23, 2010, and inviting their customers to donate to Shriners Hospitals for Children.

Origination

The request for this proclamation originated with a request from Hella Shrine.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the staff’s recommendation to present a proclamation proclaiming “National Pancake Day.”

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “National Pancake Day” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, Shriners Hospitals for Children is a national non-profit organization committed to giving children the opportunity to live a more normal life, and

WHEREAS, Shriners Hospitals for Children gives children the opportunity to receive free treatment for orthopedic problems, severe burns and spinal chord injuries and provides them with a head start in developing a normal life that is essential to becoming successful and contributing adults, and

WHEREAS, Shriners Hospitals for Children and IHOP will join together to promote children's health as part of IHOP's National Pancake Day Celebration, and

WHEREAS, participating IHOP restaurants will be giving away a free stack of pancakes on February 23, 2010 and inviting their customers to donate to Shriners Hospitals for Children so that world-class orthopedic and burn care will be available to children at no charge to them or their families.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim February 23, 2010

NATIONAL PANCAKE DAY

in the City of Sherman and encourage all citizens to join with IHOP and the Shriners Hospitals for Children to make a difference in the lives of some of our most vulnerable children. I also encourage all citizens to participate in the IHOP National Pancake Day and donate to Shriners Hospitals for Children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this 15th day of February, 2010.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5636

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of May, 2010, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing that Said Election Shall be Held Jointly with the Sherman Independent School District; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

Issue

To call a Regular Municipal Election for May 8, 2010, to elect Council Members for District 1 and District 3

Background

In compliance with the City of Sherman Charter and the election laws for the State of Texas, the City must, by ordinance, call a Regular Municipal Election for the second Saturday in May.

Origination

The ordinance originated with the City Clerk's Office.

Financial Consideration

Last year, the City of Sherman and Sherman Independent School District were able to cancel their Election; however, in 2008, the Regular Municipal Election cost approximately \$28,492. Since the City was the only entity on the ballot, the entire cost was paid by the City of Sherman. In 2007, the Election cost approximately \$25,337; and Sherman's portion of the Election cost was \$16,109.

Staff Recommendation

It is recommended that the City Council approve the ordinance calling the Regular Municipal Election for Saturday, May 8th.

Alternatives

There is no viable alternative.

Attachments

Ordinance No. 5636

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

ORDINANCE NO. 5636

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8th DAY OF MAY, 2010, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the second Saturday in May, 2010, the same being the 8th day of said month, at which election all qualified voters may vote for the purpose of electing a District 1 and a District 3 City Council Member for full terms, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with the Sherman Independent School District in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 5458, passed and approved on the 15th day of February, 2010.

SECTION 3. That the City Clerk of said City shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the names of the candidates and the position of District Council Member. The designation of each position on the official ballot shall be Council Member, District 1; and Council Member, District 3, respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least sixty-one (61) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held June 5, 2010.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of District Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the polling places for this election shall be as follows:

PRECINCT NO.	LOCATION	JUDGES
1-20-21-65	Fairview School 501 West Taylor Street Sherman, Texas	Pat Vestal, Presiding 608 Blanton, Sherman Minerva Paredes, Alternate 617 E. Summit, Sherman
2-3-4-8-23	Piner Middle School 402 West Pecan Sherman, Texas	Diane Curran, Presiding 2311 Chandler Court, Sherman Brad Block, Alternate #2 Timbercreek, Sherman

5-32-36-53

Crutchfield School
521 South Dewey
Sherman, Texas

Ruby Sprinkle, Presiding
1034 Idlewild, Sherman

Wanda Hutcheson, Alternate
1124 Valentine, Sherman

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote in the Municipal Ballroom (North Entrance), 405 North Rusk Street, Sherman, Texas, during regular office hours from eight o'clock (8:00) a.m. to five o'clock (5:00) p.m. on weekdays from April 26, 2010, to April 30, 2010, and from seven o'clock (7:00) a.m. to seven o'clock (7:00) p.m. on May 3, 2010 and May 4, 2010.

SECTION 13. That the Presiding Judge for Early Voting shall be Linda Ashby, the Alternate Judge shall be Pat Vestal, and two Voting Clerks shall be appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, consisting of Presiding Judge Diane Curran and two Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed \$25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Linda Ashby, City Clerk, is hereby appointed Counting Station Presiding Judge.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Called Council Meeting of May 11, 2010.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance 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.

INTRODUCED on this the _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. B.2

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5637
AND AN APPLICATION TO DRILL AN OIL AND GAS WELL**

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil and Gas Well in an R-1 (One Family Residential) District in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road, being 109.35 Acres in the Friar McNeely Survey, Abstract No. 826 (Yongshik Kim, Owner; Vicki Ross, EOG Resources, Inc., Representative; and 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

Issue

To consider the request of Yongshik Kim (Owner), Vicki Ross, EOG Resources, Inc. (Representative), and Topographic Land Surveyors (Surveyors) concerning the property located in the 7200-8300 blocks of U.S. Highway 75 South and the 500-600 blocks of West Shepherd Road, being 109.35 acres in the Friar McNeely Survey, Abstract No. 826, to allow the drilling of an oil and gas well in an R-1 (One Family Residential) District

Background

The property is located in the 7200-8300 blocks of U.S. Highway 75 South and the 500-600 blocks of West Shepherd Road, south of MEMC. The owner would like to drill an oil and gas well at this location.

Subsequent to the Planning and Zoning Board meeting where this item was approved, the staff has been researching the potential impacts of gas exploration on the City's water tables and air quality. While some recent studies and events in the Barnett Shale and other places have demonstrated that there are potential environmental risks, we believe these types of risks are manageable and remote. However, the staff would like additional time to validate this position by speaking with experts in the field of oil and gas exploration and environmental studies.

Origination

Yongshik Kim (Owner), Vicki Ross, EOG Resources, Inc. (Representative), and Topographic Land Surveyors (Surveyors)

Board Recommendation

At the January 19, 2010 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.

Staff Recommendation

The staff recommends tabling this item and bringing back a positive recommendation to the Council that is supported by information from environmental experts. We believe this can be done in a few weeks.

Attachments

Ordinance No. 5637; Location Map, Photograph, Site Plan, P&Z Communication Form and Staff Review Letter; Oil and Gas Well Application Packet; Dan Curtis Concern dated February 9, 2009

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5637

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 AND GAS WELL IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 7200-8300 BLOCKS OF U.S. HIGHWAY 75 SOUTH AND THE 500-600 BLOCKS OF WEST SHEPHERD ROAD, BEING 109.35 ACRES IN THE FRIAR MCNEELY SURVEY, ABSTRACT NO. 826 (YONGSHIK KIM, OWNER; VICKI ROSS, EOG RESOURCES, INC., REPRESENTATIVE; AND 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; 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, Yongshik Kim (Owner), Vicki Ross, EOG Resources, Inc. (Representative), and Topographic Land Surveyors (Surveyor) are granted a Specific Use Permit to allow the drilling of an oil and gas well in an R-1 (One Family Residential) District in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEGINNING at a ½" iron rod found on the South line of a 253.129 acre tract of land as recorded in Volume 1717, Page 152, Deed Records, Grayson County, Texas, for the Northwest corner of a 96.585 acre tract of land as recorded in Volume 1721, Page 188, Deed Records, Grayson County, Texas, the Northeast

corner of a 130.50 acre tract of land as recorded in Volume 1718, Page 519, Deed Records, Grayson County, Texas, and the Northeast corner of this tract;

THENCE S 00°13'35" E along the West line of said 96.585 acre tract, and the East line of said 130.50 acre tract, a distance of 2861.89 feet to a point on the North line of the T. Toby Survey, A-1251, the South line of said F. McNeely Survey, and the North line of a 21.235 acre tract as recorded as Tract 2, Volume 1119, Page 19, for the Southwest corner of said 96.585 acre tract, the Southeast corner of said 130.50 acre tract, and the Southeast corner of this tract;

THENCE S 89°48'15" W along the North line of said T. Toby Survey, the South line of said F. McNeely Survey, the North line of said 21.235 acre tract, and the South line of said 130.50 acre tract, at a distance of 106.66 feet to a point for the Northwest corner of said 21.235 acre tract, and the Northeast corner of a 79.685 acre tract of land as recorded in Volume 1716, Page 145, Deed Records, Grayson County, Texas, continuing in all a distance of 1664.16 feet to a point on the North line of a 60 acre tract of land as recorded in Volume 1399, Page 404, Deed Records, Grayson County, Texas, for the Southeast corner of a 56.51 acre tract of land as recorded in Volume 1718, Page 514, Deed Records, Grayson County, Texas, the Southwest corner of said 130.50 acre tract, and the Southwest corner of this tract;

THENCE N 00°13'35" W along the East line of said 56.51 acre tract, and the West line of said 130.50 acre tract, a distance of 2864.17 feet to a point on the South line of said 253.129 acre tract, for the Northeast corner of said 56.51 acre tract, the Northwest corner of said 130.50 acre tract, and the Northwest corner of this tract;

THENCE S 89°58'10" E along the South line of said 253.129 acre tract, and the North line of said 130.50 acre tract, a distance of 541.02 feet to a fence corner found for an angle corner on the South line of said 253.129 acre tract, an angle corner on the North line of said 130.50 acre tract, and an angel corner on the North line of this tract;

THENCE N 89°48'42" E along the South of said 253.129 acre tract, and the North line of said 130.50 acre tract, a distance of 1123.15 feet to the **POINT OF BEGINNING**.

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. 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:

3. All City Ordinances pertaining to drilling oil and gas wells are to be followed.

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.

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 _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

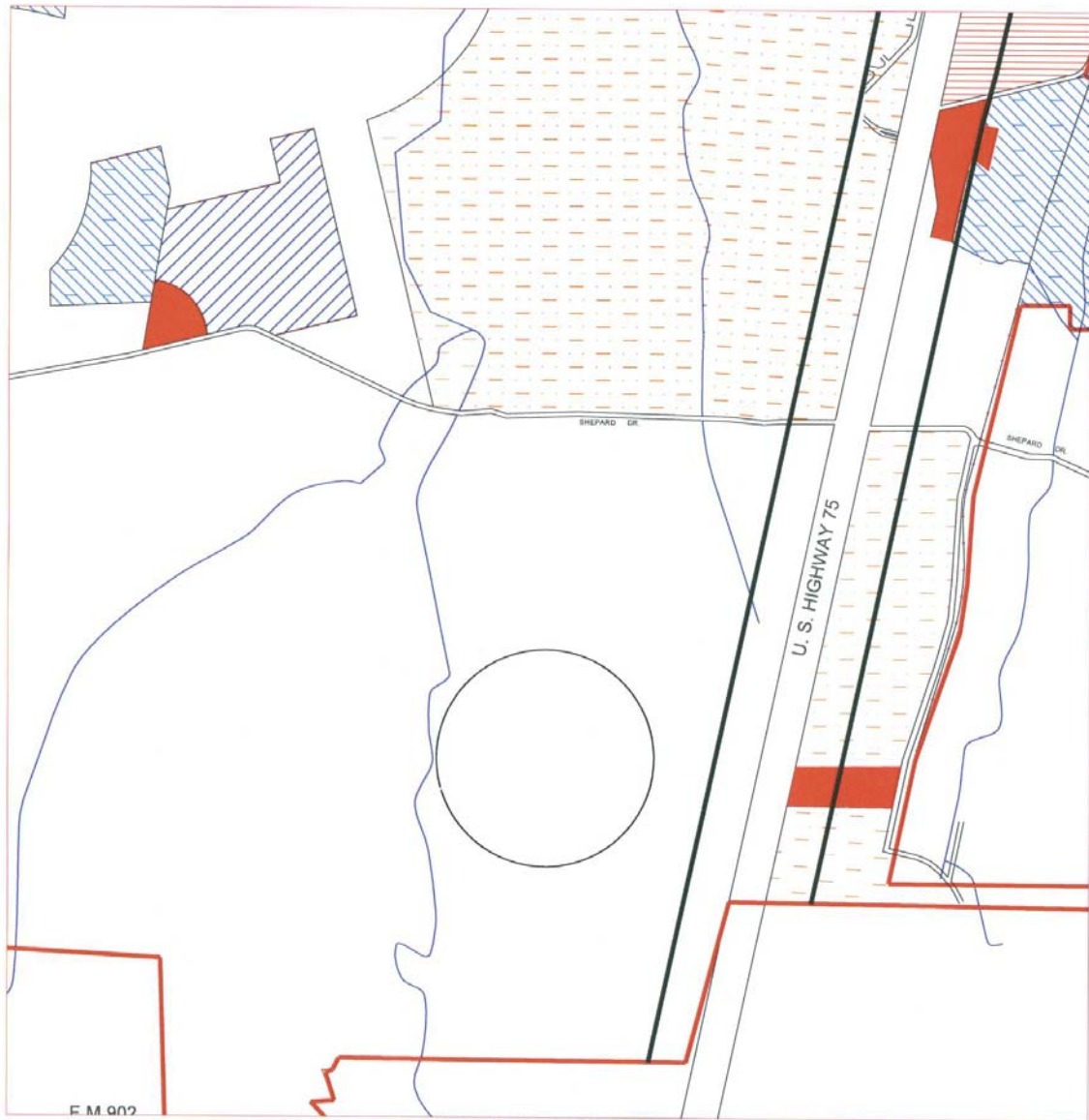
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE FAMILY RESIDENTIAL DISTRICT			BLALOCK INDUSTRIAL PARK
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1	OVERLAY DISTRICT - 75 & 82
	C-1	RETAIL BUSINESS DISTRICT		O-1.1	OVERLAY DISTRICT - 1417
	C-2	GENERAL COMMERCIAL DISTRICT		O-1.2	OVERLAY DISTRICT - SAM RAYBURN FREEWAY
	CO	OFFICE DISTRICT		CPO	COLLEGE PARK OVERLAY
	M-1	LIGHT MANUFACTURING DISTRICT		A&C	ARTS & CULTURAL OVERLAY DISTRICT
	M-1.5	MEDIUM MANUFACTURING DISTRICT		CBD	CENTRAL BUSINESS DISTRICT



**7200-8300 BLOCKS OF HWY 75
500-600 BLOCKS OF SHEPHERD DR.**

Department of Developmental Services





City of Sherman, Texas
Engineering Department

7200-8300 Blocks of U.S. Hwy 75 and the 500-600 Blocks of W Shepherd



7200-8300 Blks Hwy 75 S



500-600 Blks W Shepherd Rd



TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS
5259 E. HWY 377 • GRANBURY, TEXAS 76049
TELEPHONE: (817) 910-2672 • FAX (817) 326-5181
WWW.TOPOGRAPHIC.COM

GRAYSON COUNTY, TEXAS

SURFACE LOCATION: 2088' FSL & 2236' FEL

F. McNEELY SURVEY, A-826

C. S. DALE
A-356

M. G. FELERS
A-427

R. FOSTER
A-420

NAD 27
GRID BEARINGS
TEXAS NORTH CENTRAL ZONE

LEGEND

LEASE BOUNDARY
HIGHWAY
ROAD WAY
SURVEY LINE
IRON ROD FOUND

F. McNEELY
A-826

SURFACE LOCATION
X=2269271.97
Y=684161.96
LAT.: N 33°32'38.85"
LONG.: W 96°36'58.41"



YONGSHIK KIM
109.35 ACRES

B. LINDSEY
A-733

M. MILLER
A-776

T. TOBY
A-1251

C. KIMBLE
A-678

SCALE: 1" = 1000'
0' 500' 1000'

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



eog resources, inc.

LEASE NAME & WELL NO.: KIM #1

DATE OF SURVEY: 12/17/2009

LOCATED: ±2.5 MILES NORTH OF HOWE, TX

GROUND ELEVATION: 783'

BEST ACCESSIBILITY TO LOCATION: FROM US. 75 ACCESS RD. TO A POINT ±2250 FEET SOUTHEAST OF THE LOCATION.

DISTANCE & DIRECTION

FROM HWY JCT. OR TOWN: FROM THE INTERSECTION OF US. 75 & FM. 902, GO NORTH ON ACCESS RD.

±1.6 MILES, THENCE WEST ON SHEPHERD RD. ±0.1 MILES, THENCE SOUTH ON US. 75 ACCESS RD. ±0.7

MILES TO A POINT ±2250 FEET SOUTHEAST OF THE LOCATION.

SHEET 1 OF 2 -SEE UNIT BOUNDARY PLAT ATTACHED HERETO AS SHEET 2

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.

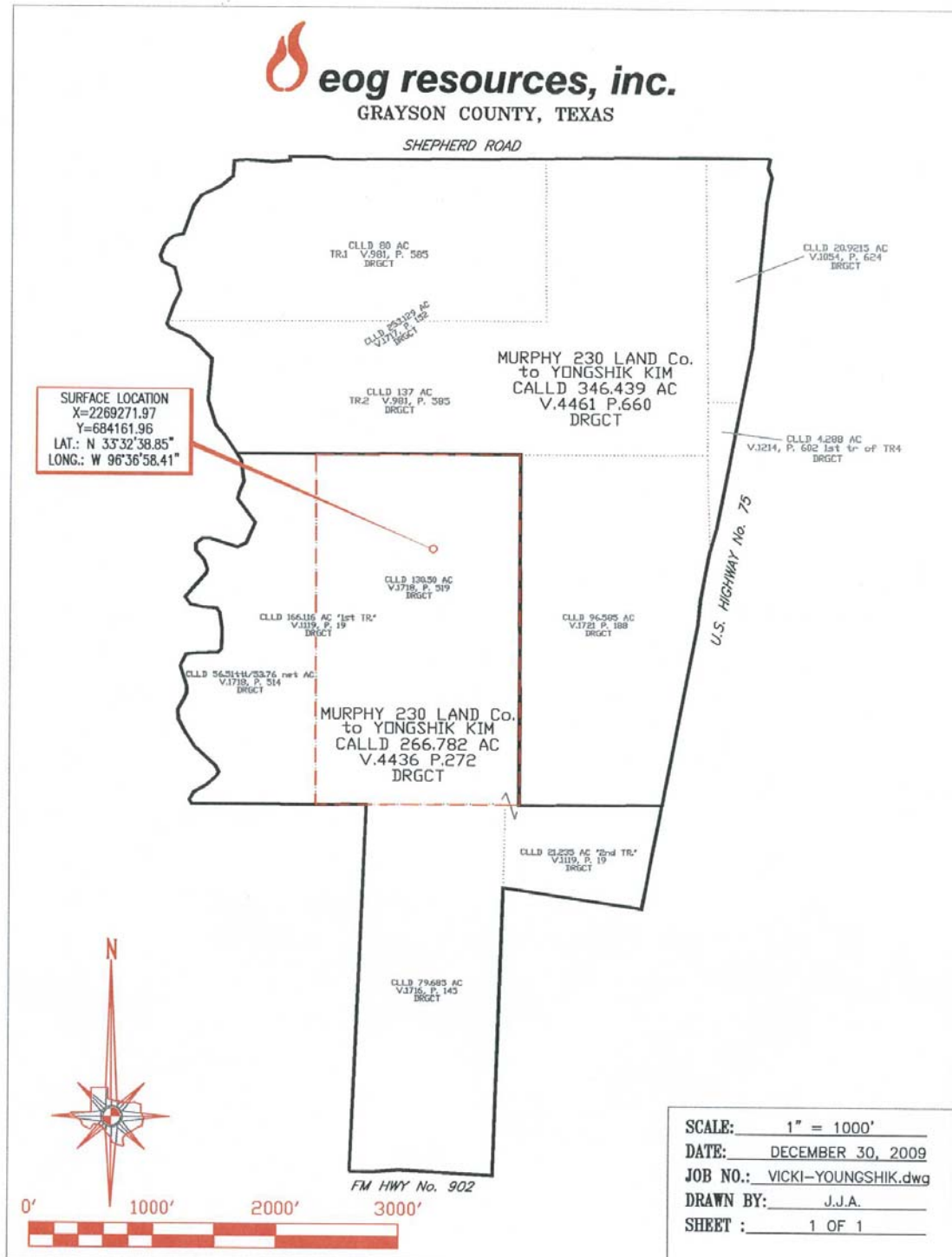
TEXAS REG. NO. 5857



FILE: LO_KIM1_V3
J.S.T.

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 eog resources, inc.
GRAYSON COUNTY, TEXAS



City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 19, 2010
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

Don Hicks, Commissioner
Ron Barton, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

7200-8300 Blks. U.S. Highway 75 South & 500-600 Blks. West Shepherd Road
Being 109.35 acres in the Friar McNeely Survey, Abstract No. 826
Specific Use Permit & Site Plan Approval

Requested Action/Proposed Use:

Planning and Zoning Commission

Specific Use Permit and site plan approval to allow the drilling of an oil and gas well in an R-1 (One Family Residential) District.

Background

The property is located in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road, south of MEMC. The owner would like to drill an oil and gas well at this location.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Yongshik Kim (Owner), Vicki Ross, EOG Resources, Inc. (Representative) and Topographic Land Surveyors (Surveyors)

Master Plan Designation:

Agriculture & Rural

Number of notices mailed:

10

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan and Staff Review Letter

Prepared by:
Patsy Reeves,
Developmental Services Secretary

Approved by:
Scott Shadden,
Director of Developmental Services

STAFF REVIEW LETTER

January 14, 2010

Yongshik Kim
670 W. Arapaho Rd., Suite 14
Richardson, TX 75080

Vicki Ross
421 W. Third Street, Ste. 150
Ft. Worth, TX 76102

Dear Applicants,

The request for approval of a Specific Use Permit and site plan approval to allow the drilling of an oil and gas well in an R-1 (One Family Residential) District for the property in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, January 19, 2010 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 requirements of the Oil and Gas Well Ordinance (Chapter 4, Article 4.10) shall be followed.
2. 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:

3. All City Ordinances pertaining to drilling oil and gas wells are to be followed.

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.

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 Utilities & Engineering Services
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works

Date: December 21, 2009

1. Name of Applicant: EOG Resources, Inc.
2. Permanent Address: 1111 Bagby, Sky Lobby 2
3. City, State, Zip: Houston, TX 77002
4. Is applicant an Individual, partnership or corporation?
☐ Individual ☐ Partnership ☒ Corporation
5. Principal Office: 421 W. Third St., Suite 150
Address: Fort. Worth State: TX Zip: 76102
6. Names of all partners or officers: Mark G. Papa, Loren M. Leiker,
Gary L. Thomas, Robert K. Garrison, Fredrick J. Plaeger, II,
Timothy K. Briggs

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: 100% ^{109.265 acres} square feet
 4. Names of all owners and lessees in block other than applicant, with number of square feet in block owned by each:

Ellis Olmstead Trust & G. Smith

- Page: 1

APPLICATION FOR PERMIT TO DRILL OR DEEPEN

11. Source of power: ☒ Diesel ☐ Electric
12. Amount of well casing on hand with diameters:
3000' 9 5/8" 36# J55 LT+C for surface casing
13,500' 5 1/2" 17# P110 LT+C for production casing
13. Describe proposed arrangement for slush pit if allowed by City Council and arrangement for handling mud and waste if slush pit not allowed:
Earthen pit lined w/ 30 mil plastic liner. Fluid will be transferred to a disposal site in Grandview, TX at the end of drilling, and pit will be reclaimed.
14. Describe location and type of proposed production tanks, if allowed, and proposed arrangement for disposition of oil and gas produced:
Production tanks will be located on the drilling pad, and will consist of one 500 bbl fiberglass tank for water, and 2 or 3 300 bbl tanks for oil. Water and oil will be trucked, gas (if any) will leave via pipeline.
15. Name of surety company to carry bond required: Safeco Insurance Company of America
16. Name of carrier of tort liability insurance required: Lexington Insurance Company, Lloyd's & Certain Companies (see certificate attached)
17. Notice of this application was sent by registered mail to all owners and lessees (other than applicant) within the above-described block on 12/22, 2009.

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.

EO6 Resources, Inc.
Applicant.
By: DiDi Ross
Assoc. ROW & Lease Ops. Rep.

TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS
5259 E. HWY 377 • GRANBURY, TEXAS 76049
TELEPHONE: (817) 910-2672 • FAX (817) 326-5181
WWW.TOPOGRAPHIC.COM

GRAYSON COUNTY, TEXAS

SURFACE LOCATION: 2088' FSL & 2236' FEL

F. McNEELY SURVEY, A-826

C. S. DALE
A-356

M. G. FELERS
A-427

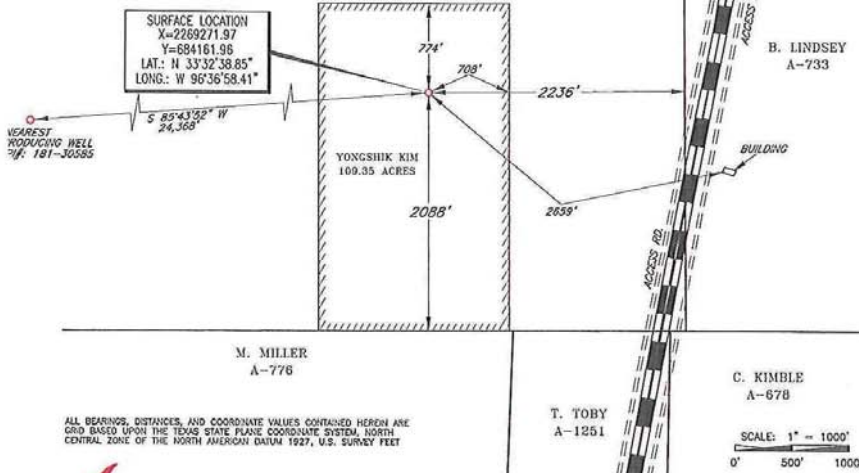
R. FOSTER
A-420

NO 27
OLD BOUNDARY
TEXAS NORTH CENTRAL ZONE

LEGEND

LEASE BOUNDARY
HIGHWAY
ROAD WAY
SURVEY LINE
IRON ROD FOUND

F. McNEELY
A-826



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

eog resources, inc.

LEASE NAME & WELL NO.: KIM #1 DATE OF SURVEY: 12/17/2009
LOCATED: ±2.5 MILES NORTH OF HOWE, TX GROUND ELEVATION: 783'
BEST ACCESSIBILITY TO LOCATION: FROM US. 75 ACCESS RD. TO A POINT ±2250 FEET SOUTHEAST OF THE LOCATION.
DISTANCE & DIRECTION
FROM HWY JCT. OR TOWN: FROM THE INTERSECTION OF US. 75 & FM. 902, GO NORTH ON ACCESS RD.
±1.6 MILES, THENCE WEST ON SHEPHERD RD. ±0.1 MILES, THENCE SOUTH ON US. 75 ACCESS RD. ±0.7
MILES TO A POINT ±2250 FEET SOUTHEAST OF THE LOCATION.

SHEET 1 OF 2 -SEE UNIT BOUNDARY PLAT ATTACHED HERETO AS SHEET 2



FILE: LO_KIM1_V3
J.S.T.

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.

TEXAS REG. NO. 5857

H:\E\G\LO_KIM1_V3.dwg, 12/21/2009 10:25:41 AM

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

CHECK NO. 1191515739

VENDOR NO. 276751

PAGE 1 OF 1

DATE 12/21/09

CITY OF SHERMAN
P O BOX 1106
SHERMAN, TX 75091 1106

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
097155	DEC1709	12/17/09	ACCESS LOCATION,ROADS & SURVEY	650.00
TOTAL CHECK AMOUNT				USD 650.00

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

THE FACE OF THIS CHECK IS PRINTED BLUE. THE BACK CONTAINS A SIMULATED WATERMARK.

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

VENDOR NO. 276751

62-20 No. 1191515739
311 12/21/09

Six hundred fifty and 00/100 Dollars

PAY TO THE ORDER OF CITY OF SHERMAN
P O BOX 1106
SHERMAN, TX 75091 1106

*****\$650.00

NOT VALID AFTER 90 DAYS

OPERATIONS ACCOUNT

MP

1191515739 0311002091

3911028211

City Clerk (903) 892-7206

RECD: 00157438 12/22/2009 3:06 PM
OPER: CCC TERM: 113
REF#: 1191515739

TRAN: 113.9999 OTHER MISC
EOG RESOURCES OIL AND GAS
APPLICATION PERMIT
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

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 DRIVERS LICENSE NUMBER.

MEMORANDUM OF PAID UP OIL AND GAS LEASE

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

WHEREAS, Yongshik Kim, as Lessor, whose address is 670 West Arapaho, Suite 14, Richardson, Texas 75080 and Whitesands Energy Holdings, as Lessee, whose address is 3901 James Town Place, Plano, Texas, 75023, entered into a Paid Up Oil and Gas Lease dated September 11, 2009, covering land situated in Grayson County, State of Texas, and being more particularly described as follows, to-wit:

381.4515 acres of land, more or less, out of and a part of the Thomas Toby Survey, A-1251, the Mary Miller Survey, A-776, the Friar McNeely Survey, A-826 and the Benjamin Lindsay Survey, A-733, Grayson County, Texas; being more fully described in Seven Tracts as follows: Tract One: 20.9215 acres of land, more or less, being out of the Benjamin Lindsay Survey, A-733, Grayson County, Texas, and being the same land described in a Warranty Deed dated May 9, 1966 from Vista Farms, Inc. to Henry S. Miller, Jr., recorded in Volume 1054, Page 624, Deed Records, Grayson County, Texas; Tract Two: 79.685 acres of land, more or less, situated in the Mary Miller Survey, A-776 and the Thomas Toby Survey, A-1251, Grayson County, Texas; being the same land described in a Warranty Deed with Vendor's Lien dated September 28, 1984 from Robert E. B. Fielder to Delwin W. Morton, recorded in Volume 1716, Page 145, Deed Records, Grayson County, Texas; Tract Three: 4.288 acres of land, more or less, situated in the Benjamin Lindsay Survey, A-733, Grayson County, Texas; being the same land described as First Tract of Tract 4 in a Warranty Deed dated March 28, 1972 from Jerry L. Talley, et al to Robert W. Rehmet, et al, recorded in Volume 1214, Page 602, Deed Records, Grayson County, Texas; Tract Four: 53.76 acres of land, more or less, situated in the Friar McNeely Survey, A-826, Grayson County, Texas; being the same land described in a Warranty Deed dated September 28, 1984 from Recovery Company to Delwin W. Morton, recorded in Volume 1718, Page 514, Deed Records, Grayson County, Texas; Tract Five: 21.235 acres of land, more or less, situated in the Thomas Toby Survey, A-1251 and the Mary Miller Survey, A-776, Grayson County, Texas; being the same land described in a Warranty Deed dated October 24, 1968 from Howe State Bank to Elizabeth H. Penn, a widow, recorded in Volume 1119, Page 19, Deed Records, Grayson County, Texas; Tract Six: 92.297 acres of land, more or less, being the residue of a 96.585 acre tract of land, situated in the Friar McNeely Survey, A-826, Grayson County, Texas, being the same land described in a Warranty Deed dated October 25, 1984 from J.L. Rehmet, et al to Niels T. Sorenson, recorded in Volume 1721, Page 188, Deed Records, Grayson County, Texas, SAVE AND EXCEPT: 4.288 acres of land, situated in the Benjamin Lindsay Survey, A-733, Grayson County, Texas, being the same land described as First Tract of Tract 4 in a Warranty Deed dated March 28, 1972 from Jerry L. Talley to Robert W. Rehmet, et al, recorded in Volume 1214, Page 602, Deed Records, Grayson County, Texas; Tract Seven: 109.265 acres of land, more or less, being the residue of a 130.50 acre tract of land, situated in the Friar McNeely survey, A-826, Grayson County, Texas; being the same land described in a Warranty Deed dated September 28, 1984 from Recovery Company to Delwin W. Morton, recorded in Volume 1718, Page 519, Deed Records, Grayson County, Texas; SAVE AND EXCEPT 21.235 acres of land, more or less, situated in the Thomas Toby Survey, A-1251 and the Mary Miller Survey, A-776, Grayson County, Texas; being the same land described in a Warranty Deed dated October 24, 1968 from Howe State Bank to Elizabeth H. Penn, a widow, recorded in Volume 1119, Page 19, Deed Records, Grayson County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Paid Up Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Five (5) year primary term.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Yongshik Kim
Yongshik Kim

THE STATE OF TEXAS

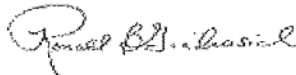
COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 8th day of October ~~September~~ 2009, by Yongshik Kim.

Michael S. Teer
Notary Public, State of Texas



ACORD_{TM}		CERTIFICATE OF INSURANCE		ISSUE DATE 10/22/2009	
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 800-476-2211			This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.		
INSURED EOG Resources, Inc 1111 Bagby, Sky Lobby 2 Houston, TX 77002			COMPANIES AFFORDING COVERAGE		
			Company A Lexington Insurance Company		
			Company B Lloyds & Certain Companies		
			Company C		
			Company D		
			Company E		
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.					
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☐ Owners' and Contractors' Protection ☐ General Aggregate Limit applies per: ☒ Policy ☐ Project ☐ Location	021435704	05/01/2009 05/01/2010	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE \$ 250,000 MEDICAL EXPENSE \$ PERS. AND ADVERTISING INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS AND COMP. OPER. AGG. \$ 2,000,000	
	AUTOMOBILE LIABILITY ☐ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☐ Hired Automobiles ☐ Non-owned Automobiles ☐			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMPREHENSIVE COLLISION	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit Other EL EACH ACCIDENT \$ EL DISEASE (Each employee) \$ EL DISEASE (Policy Limit) \$ EACH OCCURRENCE \$ AGGREGATE \$	
	EXCESS LIABILITY ☐ Occurrence ☐ Claims Made			See Below for Limit \$ \$ \$ \$ \$	
B	PROP PKG/CONTROL OF WELL	PE0802423 MSW0377	05/01/2009 05/01/2010	See Below for Limit \$ \$ \$ \$ \$	
Property Package includes Operator's Extra Expense - Limit: \$20,000,000. For Insured's Interest Only Re: Permit for Oil and Gas wells					
CERTIFICATE HOLDER City of Sherman 220 W. Mulberry Sherman, TX 75090			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
			Authorized Representative 		
			Page 1 of 1 Certificate ID # 1FPHKTHP		



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. 6676717

KNOW ALL MEN BY THESE PRESENTS:

That we, EOG Resources, Inc., as principal, and Safeco Insurance Company of America 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 & 00/100 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. N/A 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 thereof 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 18th day of December,
20 09 EOG Resources, Inc.

**Kim #1 Well

PRINCIPAL Helen Y. Lim
Helen Y. Lim, VP & Treasurer

SURETY Safeco Insurance Company of America

Tannis Mattson
Tannis Mattson, Attorney in fact

AGENT Marsh USA, Inc.
1000 Main, Suite 3000
ADDRESS Houston, TX 77002

PHONE NO 713-276-8678

PRINCIPAL EOG Resources, Inc.
111 Bagby, Sky Lobby 2
ADDRESS Houston, TX 77002

PHONE NO 713-651-6872

POWER
OF ATTORNEY

No. 5713

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

**AMY FOWLER; DON ALD R. GIBSON; MELISSA HADDICK; JOE MARTINEZ; TANNIS MATTSON; TERRI MORRISON;
SANDRA PARKER; MARY PENA; ELIZABETH RHODES; GINA A. RODRIGUEZ; Houston, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 20th day of October 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and

(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of December 2009



Dexter R. Legg

Dexter R. Legg, Secretary

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 688911	DATE PERMIT ISSUED OR AMENDED Dec 21, 2009	DISTRICT * 09
API NUMBER 42-181-31460	FORM W-1 RECEIVED Dec 21, 2009	COUNTY GRAYSON
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Vertical	ACRES 109.35
OPERATOR EOG RESOURCES, INC. 253162		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (940) 723-2153
LEASE NAME KIM		WELL NUMBER 1
LOCATION 2.5 miles N direction from HOWE		TOTAL DEPTH 13500
Section, Block and/or Survey SECTION BLOCK ABSTRACT 826 SURVEY MC NEELY, F		
DISTANCE TO SURVEY LINES 2088 ft. S 2236 ft. E		DISTANCE TO NEAREST LEASE LINE 708 ft.
DISTANCE TO LEASE LINES 774 ft. N 708 ft. E		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE
WILDCAT	109.35	13,500
KIM	708	0
WELL # NEAREST WB		
DIST		
09		
RESTRICTIONS: For exploratory test only		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.		

Railroad Commission of Texas

PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

CONDITIONS AND INSTRUCTIONS

Permit Invalidation. It is the operator's responsibility to make sure that the permitted location complies with Commission density and spacing rules in effect on the spud date. The permit becomes invalid automatically if, because of a field rule change or the drilling of another well, the stated location is not in compliance with Commission field rules on the spud date. If this occurs, application for an exception to Statewide Rules 37 and 38 must be made and a special permit granted prior to spudding. Failure to do so may result in an allowable not being assigned and/or enforcement procedures being initiated.

Permit expiration. This permit expires two (2) years from the date of issuance shown on the original permit. The permit period will not be extended.

Drilling Permit Number. The drilling permit number shown on the permit MUST be given as a reference with any notification to the district (see below), correspondence, or application concerning this permit.

Rule 37 Exception Permits. This Statewide Rule 37 exception permit is granted under either provision Rule 37 (h)(2)(A) or 37(h)(2)(B). Be advised that a permit granted under Rule 37(h)(2)(A), notice of application, is subject to the General Rules of Practice and Procedures and if a protest is received under Section 1.3, "Filing of Documents," and/or Section 1.4, "Computation of Time," the permit may be deemed invalid.

Before Drilling

Fresh Water Sand Protection. The operator must set and cement sufficient surface casing to protect all usable-quality water, as defined by the Texas Commission on Environmental Quality (TCEQ). Before drilling a well, the operator must obtain a letter from the Texas Commission on Environmental Quality stating the depth to which water needs protection. Write: Texas Commission on Environmental Quality (Surface Casing-MC151), P.O. Box 13087, Austin, TX 78711-3087. File a copy of the letter with the appropriate district office.

During Drilling

Permit at Drilling Site. A copy of the Form W-1 Drilling Permit Application, the location plat, a copy of Statewide Rule 13 alternate surface casing setting depth approval from the district office, if applicable, and this drilling permit must be kept at the permitted well site throughout drilling operations.

***Notification of Setting Casing.** The operator MUST call in notification to the appropriate district office (phone number shown on the permit) a minimum of eight (8) hours prior to the setting of surface casing, intermediate casing, AND production casing. The individual giving notification MUST be able to advise the district office of the drilling permit number.

Completion and Plugging Reports

Producing Well. Statewide Rule 16 states that the operator of a well shall file with the Commission the appropriate completion report within thirty (30) days after completion of the well or within ninety (90) days after the date on which the drilling operation is completed, whichever is earlier. Completion of the well in a field authorized by this permit voids the permit for all other fields included in the permit unless the operator indicates on the initial completion report that the well is to be a dual or multiple completion and promptly submits an application for multiple completion. All zones are required to be completed before the expiration date on the existing permit. Statewide Rule 40(d) requires that upon successful completion of a well in the same reservoir as any other well previously assigned the same acreage, proration plats and P-15s (if required) must be submitted with no double assignment of acreage.

Dry or Noncommercial Hole. Statewide Rule 14(b)(2) prohibits suspension of operations on each dry or non-commercial well without plugging unless the hole is cased and the casing is cemented in compliance with Commission rules. If properly cased, Statewide Rule 14(b)(2) requires that plugging operations must begin within a period of one (1) year after drilling or operations have ceased. Plugging operations must proceed with due diligence until completed. An extension to the one-year plugging requirement may be granted under the provisions stated in Statewide Rule 14(b)(2).

Intention to Plug. The operator must file a Form W-3A (Notice of Intention to Plug and Abandon) with the district office at least five (5) days prior to beginning plugging operations. If, however, a drilling rig is already at work on location and ready to begin plugging operations, the district director or the director's delegate may waive this requirement upon request, and verbally approve the proposed plugging procedures.

***Notification of Plugging a Dry Hole.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of four (4) hours prior to beginning plugging operations. The individual giving the notification MUST be able to advise the district office of the drilling permit number and all water protection depths for that location as stated in the Texas Commission on Environmental Quality letter.

*NOTIFICATION

The operator is REQUIRED to notify the district office when setting surface casing, intermediate casing, and production casing, or when plugging a dry hole. Time requirements are given above. The drilling permit number MUST be given with such notifications.

DIRECT INQUIRIES TO: DRILLING PERMIT SECTION, OIL AND GAS DIVISION

PHONE
(512) 463-6751

MAIL:
PO Box 12967
Austin, Texas, 78711-2967

To be published in the Herald-Democrat:

Notice is hereby given that EOG Resources, Inc., acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 22nd day of December, 2009 file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and/or gas upon lands located in the F. McNeeley Survey, Abstract 826, City of Sherman, Grayson County, Texas. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5 o'clock on the 15th day of February, 2010.

Must run three times beginning on January 20, 2010

Herald-Democrat
603 S. Sam Rayburn Freeway
Sherman, TX 75090

903-893-8181
903-465-7171

Runnings Wed Jan 27
Tues Feb 2
Sun Feb 7

email to:
linda@ci.sherman.tx.us

email jsewell@herald democrat.com



EOG Resources, Inc.
421 West 3rd Street, Suite 150
Fort Worth, TX 76102

January 25, 2010

Yongshik Kim
670 W. Arapaho Rd., Suite 14
Richardson, TX 75080

Dear Mineral, Surface or Royalty Owner:

Notice is hereby given that EOG Resources, Inc., acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 22nd day of December, 2009 file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and/or gas upon lands located in the F. McNeeley Survey, Abstract 826, City of Sherman, Grayson County, Texas. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5 o'clock on the 15th day of February, 2010.

If you have any questions regarding EOG activities in your area, please feel free to contact me during regular business hours, and I will try to answer your questions.

Sincerely,

Vicki Ross
Associate Right of Way and
Lease Operations Representative
817-339-9380

U.S. Postal Service TM	
CERTIFIED MAIL [®] RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For Delivery Information visit our website at www.usps.com	
V. Ross - FICIAL (Kim #)	
Postage \$	
Certified Fee \$	
Return Receipt Fee (Endorsement Required) \$	
Restricted Delivery Fee (Endorsement Required) \$	
Total Postage & Fees \$	
Postmark Here	
Sent to Yongshik Kim	
or PO Box No. 670 W. Arapaho, Suite 14	
City, State, ZIP+4 [®] Richardson, TX 75080	
PS Form 3811, February 2004 See Reverse for Instructions	

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.	
1. Article Addressed to:	
Yongshik Kim 670 W. Arapaho Rd., Suite 14 Richardson, TX 75080	
2. Article Number (Transfer from service label) 7006 1630 0001 3444 7703	

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 If YES, enter delivery address below: ☐ No	
3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ O.D.D.	
4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, February 2004

Domestic Return Receipt

100595-02-M-1540



EOG Resources, Inc.
421 West 3rd Street, Suite 150
Fort Worth, TX 76102

January 25, 2010

W.W. Collins Holdings, LP
3821 Lands End
Fort Worth, TX 76109

Dear Mineral, Surface or Royalty Owner:

Notice is hereby given that EOG Resources, Inc., acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 22nd day of December, 2009 file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and/or gas upon lands located in the F. McNeely Survey, Abstract 826, City of Sherman, Grayson County, Texas. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5 o'clock on the 15th day of February, 2010.

If you have any questions regarding EOG activities in your area, please feel free to contact me during regular business hours, and I will try to answer your questions.

Sincerely,

Vicki Ross
Associate Right of Way and
Lease Operations Representative
817-339-9380

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

V. ROSS OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
(If Delayed Delivery Fee (Endorsement Required))	
Total Postage & Fees	\$

Postmark
Here

Sent to
W.W. Collins Holdings, LP
3821 Lands End
Fort Worth, TX 76109
PS Form 3811, February 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ 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.	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:
1. Article Addressed to: W.W. Collins Holdings, LP 3821 Lands End Fort Worth, TX 76109	3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number (Transfer from service label) 7006 1630 0001 3444 7730	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-00-1540



EOG Resources, Inc.
421 West 3rd Street, Suite 150
Fort Worth, TX 76102

January 25, 2010

Olmstead, Ellis Tr & Smith, G
PO Box 1298
Sherman, TX 75091

Dear Mineral, Royalty or Adjacent Surface Owner:

Notice is hereby given that EOG Resources, Inc., acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 22nd day of December, 2009 file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and/or gas upon lands located in the F. McNeeley Survey, Abstract 826, City of Sherman, Grayson County, Texas. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5 o'clock on the 15th day of February, 2010.

If you have any questions regarding EOG activities in your area, please feel free to contact me during regular business hours, and I will try to answer your questions.

Sincerely,

Vicki Ross
Associate Right of Way and
Lease Operations Representative
817-339-9380

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Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Send To: <u>Olmstead, Ellis Tr & Smith, G</u>	
<u>P.O. Box 1298</u>	
<u>Sherman, TX 75091</u>	
PS Form 3811, February 2004	

SENDER: COMPLETE THIS SECTION	
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1. Article Addressed to:	
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2. Article Number (Transfer from service label) 7008 1630 0001 3444 7727	
PS Form 3811, February 2004	

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From: Dan Curtis [mailto:Dancu@plano.gov]

Sent: Tuesday, February 09, 2010 12:38 PM

To: Magers, Bill; Steele, Willie; joesmithlaw@aol.com; Wacker, Cary; Softly, Bob; Howeth, Pam; Adami, Chip; Hefton, Robby

Cc: Penny Curtis

Subject: Citizen Concern

Importance: High

Mr. Mayor & Esteemed Council Members,

My name is Dan Curtis, and I live at 1600 W. Shepherd Drive in Council District 3. The City of Sherman Planning & Zoning Board recently approved a Specific Use Permit (SUP) for the placement of an oil & gas well at the southwest corner of Shepherd Drive and US Hwy 75. It is my understanding that approval of this well is on the agenda for the February 15 Council Meeting.

My wife and I, along with the other residents on W. Shepherd Drive, have serious concerns with the potential oil & gas well, and we respectfully request the opportunity to voice our concerns prior to the Council's vote on this serious issue. I realize the agenda at the Council Meeting limits our ability to adequately state our concerns, so I request that the item be tabled until a public hearing can be held on the matter.

Our concerns are numerous, but my primary concern is that I am the only resident on West Shepherd Drive without City water service. My water is supplied by a private well, which cost the previous owner \$35,000 to have drilled. It is my understanding that the City has been unwilling to run water lines to my property, and would require me to run the water lines at my expense, and only after I have obtained right of way from all surrounding property owners. My obvious concern is that if the drilling of this well somehow contaminates my water supply, I will have a house that is uninhabitable, and I would be unable to sell it.

There are serious health concerns associated with natural gas drilling, and stories are aired daily on Dallas news stations regarding these concerns. Within the past week, I have seen news stories relating the following:

On February 2, Channel 8 News reported that the Fort Worth City Council postponed all requests for drilling permits, and the Mayor requested more independent tests to see how gas drilling is affecting the city's air quality. At the same time, State Legislator Lon Bernham has requested a year-long moratorium on new wells.

On February 4, Dr. Alan Armendariz, the Region 6 EPA Director, announced that EPA is putting together new rules regarding what chemicals natural gas drilling can emit. He also announced that the EPA is about to begin a study on whether Fracking has an effect on drinking water.

Last night, the Denton County town of Dish, Texas, voted a moratorium on any new permits for natural gas drilling in their town, due to concerns with elevated levels of Benzene.

These examples are just 3 stories I have seen on the news within the past week.

We have other concerns regarding noise, traffic and light pollution caused by this well, which is stated to be a 24 hour operation. I am also concerned with who will monitor the operation to insure compliance with regulations.

I strongly urge you to investigate this matter prior to voting on this drilling permit. I thank you for taking the time to review this, and I look forward to hearing from you on this matter. I can be reached at 972 742 0966. My wife, Penny, is more educated on this matter, and can be reached at 214 733 9935.

Dan Curtis



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5638

**Amending Chapter 14, Appendix A of the Code of Ordinances, entitled
“General Zoning Ordinance”, at Section 6 to Provide for a New Subsection 6.8.4
to be entitled “Blalock Commercial Overlay District”**

Issue

Amending Ordinance No. 2280 at Section 6, adding a new Subsection 6.8.4 to create a Blalock Commercial Overlay District

Background

The Zoning and Development Review Committee was appointed at the August 18, 2009 regular Planning and Zoning Commission Meeting. Members include David Plyler, Lawrence Davis and Jason Sofey. On January 11, 2010, the committee voted to recommend the Blalock Commercial Overlay District be adopted. The development of the Blalock Commercial Overlay District offers significant economic opportunities for the City of Sherman and its citizens. Careful planning and foresight is important to achieve and provide the greatest benefits for the City of Sherman. The intent of the Blalock Commercial Overlay District Standards is to insure the area develops in a manner that provides an attractive appearance and assures compatible land uses within consistent design guidelines. The Blalock Commercial Overlay District will consist of highway frontage in the Blalock Industrial Park at F.M. 1417 and nearby tracts that form the south gateway to the City.

Origination

Comprehensive Master Plan

Board Recommendation

At the January 19, 2010 regular meeting, the Planning and Zoning Commission voted 7/0 recommending the Blalock Commercial Overlay District Ordinance being forwarded to the City Council for consideration.

Alternatives

Those as may be recommended by the City Council

Attachments

Ordinance No. 5638, Location map, Photographs, Blalock Commercial Overlay District Map, Letters, and P&Z Communication Form

Prepared by:
Scott Shadden, Director of Developmental Services

Approved by:
George Olson, City Manager

ORDINANCE NO. 5638

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 14, APPENDIX "A" OF THE CODE OF ORDINANCES, ENTITLED "GENERAL ZONING ORDINANCE", AT SECTION 6 TO PROVIDE FOR A NEW SUBSECTION 6.8.4 TO BE ENTITLED "BLALOCK COMMERCIAL OVERLAY DISTRICT"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 14, Exhibit "A", of the General Zoning Ordinance No. 2280 of the City of Sherman, Texas, be and is hereby amended at Section 6 to add a new Subsection 6.8.4 so that such section shall read as follows:

6.8.4 "BLALOCK COMMERCIAL OVERLAY DISTRICT"

(1) Introduction.

(A) The development of the Blalock Commercial Overlay District offers significant economic opportunities for the City of Sherman and its citizens. It is imperative that this unique entry to the city be protected by quality development standards. This district is in compliance with the Comprehensive Master Plan Future Land Use Map and the Implementation Section: Prudent use of Development Regulations.

(B) Careful planning and foresight is important to achieve and provide the greatest benefits for the City of Sherman. The intent of the Blalock Commercial Overlay District Standards is to insure the area develops in a manner that provides an attractive appearance and assures compatible land uses within consistent design guidelines.

(C) The Blalock Commercial Overlay District will consist of highway frontage in the Blalock Industrial Park at Heritage Parkway and nearby tracts that form the south gateway to the city.

(2) Intent. To create a regional image for retail/commercial developments within and around the Blalock Commercial Overlay District. These guidelines are to help owners, developers, designers, architects, and builders by providing design criteria that will coordinate the image, character and quality of the entire development and ensure the aesthetic value and visual appeal of nonresidential land uses in the Planned Development.

(A) Multiple buildings in commercial centers: To achieve unity between buildings in a commercial development of more than one building, all buildings in such a development shall employ a similar theme, and color palette.

(3) **Applicability.** These provisions shall apply to all retail and commercial development within Blalock Commercial Overlay District.

(4) **Establishment of Blalock Commercial Overlay District.**

(A) For the purpose of promoting the public health, safety, morals, and general welfare in the City of Sherman:

(B) There is hereby, for the purposes of convenience, denominated "Blalock Commercial Overlay District" the following area described by metes and bounds as follows:

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the PRESTON KITCHENS SURVEY, Abstract No. 667, the SHERROD DUNMAN SURVEY, Abstract No. 329 and the ELIZABETH JONES SURVEY, Abstract No. 625 and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at the Southeast corner of a 97.64 acre tract of land described in Tract One in deed from Rabin Worldwide, Inc., et al to Actichem L.P., dated June 21, 2005, recorded in Volume 3880, Page 138, Official Public Records, Grayson County, Texas, the Southwest corner of a 130.48 acre tract of land described in deed from Rabin Worldwide, Inc., et al to Shafer Plaza XLII, Ltd., dated March 28, 2005, recorded in Volume 3842, Page 40, Official Public Records, Grayson County, Texas, on the North right-of-way line of F. M. Highway No. 1417;

THENCE in a Northerly direction with the East line of said Actichem 97.64 acre tract, the West line of said Shafer 130.48 acre tract, the following calls and distances:

North 17 deg. 57 min. 51 sec. West, a distance of 541.99 feet;
North 11 deg. 37 min. 37 sec. East, a distance of 541.99 feet;
North 44 deg. 54 min. 41 sec. West, a distance of 493.45 feet;
North 13 deg. 29 min. 05 sec. West, a distance of 2190.59 feet to the
Northeast corner of said 97.64 acre tract, a Southeast corner of a
1140.06 acre tract of land described in Tract One in deed from W.
C. Pickens, Jr. to Sherman Hills County Club, Ltd., dated May 17,
2002, recorded in Volume 3265, Page 890, Official Public Records,
Grayson County, Texas;

THENCE North 14 deg. 26 min. 23 sec. West, continuing with the West line of said Shafer 130.48 acre tract, an East line of said 1140.06 acre tract, a distance of 468.97 feet to the Northwest corner of said 130.48 acre tract, an ell corner of said 1140.06 acre tract;

THENCE North 75 deg. 38 min. 03 sec. East, with a North line of said 130.48 acre tract, a South line of said 1140.06 acre tract, a distance of 867.16 feet to an ell corner of the herein described tract, at a point 500 feet West of and perpendicular to the West right-of-way line of U. S. Highway No. 75;

THENCE in a Northerly direction 500 feet West of and parallel with the West right-of-way line of said U. S. Highway No. 75, the following calls and distances:

With a curve to the right having a radius of 3945.71 feet, (chord bears North 04 deg. 35 min. 05 sec. East, 566.30 ft.), a distance of 566.79 feet to the end of said curve;
North 08 deg. 42 min. 00 sec. East, crossing a South line of Sherman Hills Country Club Addition, Golf Course Tracts to the City of Sherman, Texas as shown by plat of record in Volume 17, Pages 71 & 72, Plat Records, Grayson County, Texas and continuing for a total distance of 1199.86 feet to a point;
North 02 deg. 29 min. 14 sec. East, a distance of 166.77 feet to a point;
With a curve to the left having a radius of 3154.72 feet, (chord bears North 02 deg. 14 min. 29 sec. East, 433.48 ft.), a distance of 433.82 feet to the end of said curve;
North 17 deg. 36 min. 44 sec. West, a distance of 154.38 feet to a point;
North 02 deg. 50 min. 00 sec. West, a distance of 168.45 feet to a point;

THENCE North 87 deg. 10 min. 00 sec. East, crossing a North line of said Sherman Hills Country Club Addition, Golf Course Tracts, the South line of an 0.981 acre triangular tract of land described as Tract No. 2 in deed from William P. Lee, et ux to William P. Lee and Betty Lou Lee, Trustees of the William P. Lee and Betty Lou Lee Revocable Living Trust by deed dated May 8, 1997, recorded in Volume 2548, Page 19, Official Public Records, Grayson County, Texas and continuing for a total distance of 500.00 feet to an angle point on the East line of said 0.981 acre tract, the West right-of-way line of said U. S. Highway No. 75, at highway station 817+38.7;

THENCE North 79 deg. 29 min. 51 sec. East, crossing said highway, a distance of 383.43 feet to an angle point in the East right-of-way line of said U. S. Highway No. 75, the West line of a 26.318 acre tract of land described in Tract No. 1 in said deed recorded in Volume 2548, Page 19, at highway station 817+89.87;

THENCE North 87 deg. 10 min. 00 sec. East, a distance of 500.00 feet to a point 500 feet East of and perpendicular to the East right-of-way line of said U. S. Highway No. 75;

THENCE in a Southerly direction 500 feet East of and parallel with the East right-of-way line of said U. S. Highway No. 75, the following calls and distances:

South 13 deg. 38 min. 47 sec. East, a distance of 159.91 feet to a point;
South 02 deg. 50 min. 00 sec. East, a distance of 149.32 feet to the beginning of a curve;
With a curve to the right having a radius of 4524.72 feet, (chord bears South 00 deg. 01 min. 04 sec. West, 450.15 ft.), a distance of 450.33 feet to a point in the center of Post Oak Creek and on the Southerly line of said Lee 26.318 acre tract;

THENCE in a Southeasterly direction with the center of said Post Oak Creek, the Southerly line of said 26.318 acre tract, the following calls and distances:

South 17 deg. 55 min. 00 sec. East, a distance of 113.24 feet to a point;
South 44 deg. 10 min. 00 sec. East, a distance of 232.88 feet to a point;
South 20 deg. 59 min. 00 sec. East, a distance of 279.56 feet to a point;
South 41 deg. 03 min. 00 sec. East, a distance of 105.88 feet to a point;

South 27 deg. 54 min. 00 sec. East, a distance of 173.45 feet to an angle point and a jog to the West in the West right-of-way line of old U.S. Highway No. 75, at highway station 800+00;
South 78 deg. 32 min. 13 sec. East, crossing said old highway 75 and continuing for a total distance of 127.19 feet to a point;
North 74 deg. 16 min. 00 sec. East, a distance of 52.20 feet to a point;
North 31 deg. 15 min. 00 sec. East, a distance of 275.80 feet to a point;
South 71 deg. 38 min. 00 sec. East, a distance of 103.00 feet to a point;
South 27 deg. 54 min. 00 sec. East, a distance of 458.30 feet to a point;
South 64 deg. 26 min. 00 sec. East, a distance of 22.79 feet to a point on a West line of a West line of a 221.867 acre tract of land conveyed by Stephen B. Gremmels to Pylon Farms, Inc. by deed dated October 11, 1965, recorded in Volume 1040, Page 518, Deed Records, Grayson County, Texas;

THENCE South 13 deg. 41 min. 11 sec. East, with a West line of said 221.867 acre tract, a distance of 1098.90 feet to an ell corner of said tract;

THENCE South 29 deg. 21 min. 33 sec. West, through said 221.867 acre tract, a distance of 1443.79 feet to the Northeast corner of an 0.939 acre tract of land conveyed by Windle Lee Golden, et ux to Richard J. Kalb, et ux by deed dated July 24, 1989, recorded in Volume 2049, Page 131, Real Property Records, Grayson County, Texas, the Southeast corner of a 4.256 acre tract of land conveyed by Leon H. Bloomer, et ux to Pylon Farms, Inc. by deed dated December 21, 1965, recorded in Volume 1054, Page 67, Deed Records, Grayson County, Texas, on a West line of said 221.867 acre tract;

THENCE South 14 deg. 08 min. 33 sec. East, with a West line of said 221.867 acre tract, the East line of said 0.939 acre tract, passing the Northwest corner of Constitution Village Addition, Section Two to the City of Sherman, Texas as shown by plat of record in Volume 4, Page 22, Plat Records, Grayson County, Texas and continuing for a total distance of 246.07 feet to the Southeast corner of said 0.939 acre tract;

THENCE South 14 deg. 37 min. 30 sec. East, continuing with a West line of said 221.867 acre tract, the West line of said Constitution Village Addition, Section Two, a distance of 443.34 feet to a point;

THENCE South 13 deg. 42 min. 08 sec. East, continuing with a West line of said 221.867 acre tract, the West line of said Constitution Village Addition, Section Two, passing its Southwest corner, the Northwest corner of Constitution Village Addition to the City of Sherman, Texas as shown by plat of record in Volume 3, Page 73, Plat Records, Grayson County, Texas and continuing with the West line of said Constitution Village Addition, passing its Southwest corner on the North right-of-way line of F. M. Highway No. 1417 and continuing for a total distance of 1698.56 feet to a point on the South right-of-way line of said F. M. Highway No. 1417, the North line of a 13.40 acre tract of land described in Correction Trustee's Deed from Robert W. Minshew, Trustee to Kennedy & Minshew Professional Corporation, dated September 2, 2003, recorded in Volume 3534, Page 461, Official Public Records, Grayson County, Texas;

THENCE South 75 deg. 46 min. 49 sec. West, with the South right-of-way line of said F. M. Highway No. 1417, the North line of said 13.40 acre tract, a distance of 120.40 feet to its Northwest corner;

THENCE South 13 deg. 46 min. 49 sec. East, with the West line of said 13.40 acre tract, a distance of 776.73 feet to a point;

THENCE South 13 deg. 30 min. 32 sec. East, continuing with the West line of said 13.40 acre tract, passing its Southwest corner, the Westerly Northwest corner of a 214.134 acre tract of land conveyed by Edward C. Greene, Trustee to Rolling Meadows Associates by deed dated September 28, 1984, recorded in Volume 1716, Page 384, Deed Records, Grayson County, Texas and continuing with the Westerly West line of said 214.134 acre tract for a total distance of 849.43 feet to the Northeast corner of a 25.229 acre tract of land described in Tract 2 indeed from Sherman Development Limited Partnership No. 1 to Sam H. Berry by deed dated October 1, 1993, recorded in Volume 2298, Page 258, Real Property Records, Grayson County, Texas;

THENCE South 74 deg. 56 min. 00 sec. West, with the North line of said 25.229 acre tract, a distance of 667.02 feet to its Northwest corner, on the East right-of-way line of said U. S. Highway 75;

THENCE in a Northerly direction with the East right-of-way line of said U. S. Highway 75, the following calls and distances:

- North 09 deg. 47 min. 31 sec. West, a distance of 423.53 feet to highway station 737+00"R"
- North 05 deg. 50 min. 32 sec. East, a distance of 155.77 feet to highway station 738+50"R";
- North 09 deg. 48 min. 00 sec. West, a distance of 200.00 feet to highway station 740+50"R";
- North 14 deg. 25 min. 28 sec. West, a distance of 293.96 feet to highway station 743+43"R";

THENCE South 74 deg. 29 min. 41 sec. West, crossing said U. S. Highway 75, a distance of 319.88 feet to the Southeast corner of an 0.7688 acre tract of land conveyed by Greater Sherman, Inc. to the City of Sherman, Texas by deed dated November 8, 1978, recorded in Volume 1455, Page 265, Deed Records, Grayson County, Texas, the Northeast corner of a 24.05 acre tract of land conveyed by Sherman Economic Development Corporation to the State of Texas by deed dated January 17, 2003 recorded in Volume 3454, Page 609, Official Public Records, Grayson County, Texas.

THENCE South 80 deg. 12 min. 00 sec. West, with the South line of said 0.7688 acre tract, a North line of said 24.05 acre tract, a distance of 184.80 feet to the Southwest corner of said 0.7688 acre tract, a Northwest corner of said 24.05 acre tract, on an East line of Northgate Technology Park Addition to the City of Sherman, Texas as shown by plat of record in Volume 12, Page 43, Plat Records, Grayson County, Texas;

THENCE in a Northerly direction with the West line of said 0.76887 acre tract, an East line of said Northgate Technology Park Addition, the following calls and distances:

- North, a distance of 48.43 feet to a point;
- North 06 deg. 48 min. 00 sec. East, a distance of 59.50 feet to a point;
- North 06 deg. 00 min. 00 sec. West, a distance of 53.00 feet to a point;
- North 57 deg. 37 min. 00 sec. West, a distance of 71.12 feet to the Northwest corner of said 0.7688 acre tract, the Easterly Northeast corner of said Northgate Technology Park Addition, on the South line of 75 and 1417 Addition to the City of Sherman, Texas as

shown by plat of record in Volume 12, Page 92, Plat Records,
Grayson County, Texas.

THENCE South 76 deg. 23 min. 44 sec. West, with the South line of said 75 and 1417 Addition, a North line of said Northgate Technology Park Addition, a distance of 38.20 feet to the Southwest corner of Lot Two, the Southeast corner of Lot One of said 75 and 1417 Addition;

THENCE in a Northerly direction with the East line of said Lot One, the West line of said Lot Two of 75 and 1417 Addition, the following calls and distances:

North 53 deg. 38 min. 37 sec. West, a distance of 60.71 feet;
North 43 deg. 07 min. 10 sec. West, a distance of 33.15 feet;
South 77 deg. 01 min. 50 sec. West, a distance of 119.26 feet;
North 57 deg. 03 min. 29 sec. West, a distance of 63.21 feet;
South 59 deg. 49 min. 33 sec. West, a distance of 59.56 feet;
North 69 deg. 45 min. 10 sec. West, a distance of 42.46 feet;
North 06 deg. 31 min. 27 sec. East, a distance of 32.18 feet;
North 32 deg. 52 min. 33 sec. West, a distance of 54.38 feet;
North 64 deg. 39 min. 19 sec. West, a distance of 110.97 feet;
North 45 deg. 30 min. 11 sec. West, a distance of 48.34 feet to the Northeast corner of said Lot One, the Northwest corner of said Lot Two on the North line of said 75 and 1417 Addition, the South right-of-way line of F. M. Highway 1417;

THENCE North 49 deg. 46 min. 52 sec. West, crossing said F. M. Highway 1417, a distance of 194.80 feet to a point on the North right-of-way line of said F. M. Highway 1417, the South line of the above mentioned Shafer 130.48 acre tract;

THENCE in a Westerly direction with the North right-of-way line of said F. M. Highway 1417, the South line of said 130.48 acre tract, the following calls and distances:

South 70 deg. 42 min. 26 sec. West, a distance of 200.49 feet;
South 74 deg. 58 min. 59 sec. West, a distance of 499.93 feet;
South 73 deg. 49 min. 20 sec. West, a distance of 207.88 feet to the **PLACE OF BEGINNING** and containing **428.74 ACRES OF LAND** more or less.....

(5) Permitted Uses. The uses listed below are permitted within the Blalock Commercial Overlay District in addition to the permitted uses of each specific zoning district.

Educational, Institutional, Public and Special Uses

Helistop
Household Care Facility
Museum/Art Gallery

Transportation, Utility and Communication Uses

Stealth Antenna, Commercial
Telephone Exchange

Office and Professional Uses

Administrative, Medical or Professional Office

Government Office
Insurance Office
Research and Development Center

Retail Uses Over 50,000 sq. ft.

Retail uses over 50,000 sq. ft. are permitted when authorized by a Specific Use Permit.

Retail Uses 50,000 sq. ft. and under

Alcoholic Beverage Establishment
Antique Shop and Used Furniture
Building Material and Hardware Sales, Major
Building Material and Hardware Sales, Minor
Convenience Store with Gas Pumps
Convenience Store without Gas Pumps
Equipment and Machinery Sales and Rental, Major
Equipment and Machinery Sales and Rental, Minor
Feed Store
Furniture, Home Furnishings and Appliance Store
Retail Stores and Shops
Restaurant or Cafeteria

Service Uses

Artisan's Workshop
Bank, Savings and Loan or Credit Union
Beauty Salon/Barber Shop
Business Service
Cabinet/Upholstery Shop
Contractor's Shop and/or Storage Yard (Inside)
Dry Cleaning, Major
Dry Cleaning, Minor
Furniture Restoration
Gunsmith
Gymnastics/Dance Studio
Health/Fitness Center
Household Appliance Service and Repair
Indoor Gun Range
Locksmith/Security System Company
Mortuary/Funeral Parlor
Print Shop Minor
Restaurant or Cafeteria
Restaurant, Drive In
Small Engine Repair Shop
Veterinarian Clinic with Indoor Soundproof Kennels

Automobile and Related Uses

Auto Parts Sales, Inside
Automobile parking Lot/Garage

Automobile Repair, Major – No Outside Storage
Automobile Repair, Minor – No Outside Storage
Automobile Sales/Leasing, New
Automobile Sales, Used
Car Wash
Motorcycle Sales/Service

Wholesale Uses

Bottling Works
Mini-Warehouse/Public Storage
Office/Showroom
Office/Warehouse/Distribution Center
Storage or Wholesale Warehouse

(6) Prohibited Uses.

Bulk Chemical & Petroleum Storage Terminals
Sexually Oriented Business

(7) Nonresidential Building Placement.

- (A) 55.7' from ROW of Hwy 75 and Heritage Parkway
- (B) 55.7' from ROW of other streets
- (C) 55.7' from interior and rear property lines

(8) Signs.

One freestanding sign per lot. Signs may have a maximum 65 square foot face area and shall not exceed twelve feet in height. Minimum setback for signs shall be 25 feet from the highway right-of-way.

(9) Parking Areas.

Parking areas and driveways shall be concrete and with curb and gutter along state highways adjacent to open drainage areas. Alternative parking materials may be used to reduce impervious cover when parking is provided that exceeds city requirements and approved by the zoning board. Cross access driveways are required adjacent to commercial zoned tracts. The number of parking spaces required for each use is determined by similar uses in Commercial and Manufacturing Districts.

(10) Landscaping.

(A) Landscaping definition. Landscaping shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover, natural land forms, water forms, planters, walks and plaza areas.

(B) Site definition. Site shall be defined, for the purposes of these guidelines, as any plot, tract or parcel of land or combination of contiguous lots, tracts or parcels of land which is developed (or intended for development) according to an overall site plan. A site shall be exclusive of any land dedicated for public use through the platting process.

(C) Compliance. Landscaping shall conform to the following:

(i) Landscaping shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy. All detention ponds shall be landscaped.

(ii) Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way.

(iii) All landscaping shall be installed so as to avoid hazards.

(iv) An effort shall be made to preserve existing trees.

ARCHITECTURAL DESIGN GUIDELINES

(11) Mandatory Site and Structure Provisions.

(A) Specific materials and color palette: To achieve unity between buildings in a commercial development of more than one building, all buildings in the subject development shall use a minimum of 10% of stone or faux stone for all street facing or publicly visible facades. All other building materials and colors should coordinate with and compliment this stone.

(B) Masonry requirements: All buildings shall be constructed with a minimum 60% masonry, exclusive of doors and windows. Masonry shall consist of brick, stone, stucco, simulated stone, or architecturally detailed & painted concrete tilt wall. Unpainted, integral color concrete masonry units are allowed as masonry, but are limited to maximum 50% of a street facing façade.

(C) Secondary materials: Secondary materials (maximum 40%) may be EIFS, stucco, wood, metal, or other approved material. Wood or vertical metal shall be limited to a maximum 15% of any building façade per material.

(D) Earth-Toned Colors: At least 80% of façade is neutral, crème, or deep, rich, non-reflective natural or earth-toned colors, and no more than 1 color is used for visible roof surfaces.

(E) EIFS: the use of Exterior Insulated Finishing System (EIFS) is not allowed below eight (8) feet above finished grade.

(F) Glass: Windows shall have a maximum reflectivity of 20%. Pink and gold glass is not permitted.

(G) Mechanical unit screening: All mechanical equipment shall be screened from all public view. Screening must match building color and material. Ground-mounted mechanical units may be screened with an evergreen landscape screen.

(H) Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color.

(I) Trash and Recycling Collection Areas:

(1) Trash and recycling collection areas shall be located to minimize visibility.

(2) Trash, recycling receptacles, and trash compactors shall be screened with an eight foot masonry wall of a consistent color and material of the primary building.

(3) Enclosures shall be oriented so that the service opening does not face any public right-of-way or residentially zoned property where possible. The opening shall incorporate a metal gate to visually screen the dumpster or compactor. Concrete-filled steel bollards are required at the rear of the enclosure and in front of the enclosure to protect the gate hinges.

(4) Enclosures located in public areas must be screened with landscaping.

(5) All metal gates must not be allowed to swing into the drive aisle or fire lane.

(J) Loading Areas: All loading and service areas shall be screened from view from adjacent public streets and adjacent residential when possible. Screening shall be by walls compatible to the project design and landscaping.

(12) Design Elements. Each development must score a minimum of 6 points for buildings under 10,000 sf, 8 points for buildings 10,001-50,000 sf, and 10 points for buildings/developments 50,001 sf or above by implementing a choice/combination of the following design elements: (see Appendix A for illustrations)

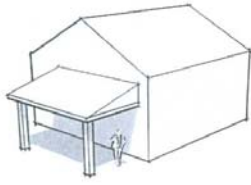
*Additions to existing buildings must be of similar design, and must meet the point score required for the building size of the addition.

**Applicant must submit a table with the architectural drawings enumerating the proposed points acquired for the development.

Points:	Element:	Description:
4	Four-Sided Architecture	Building to be equally finished with a “front door” appearance on all four sides. Required masonry percentages to be met on each elevation.
3	Building Articulation	Building facades over 100’ in length must have building offsets of at least 4’ for a minimum of 25% of the façade. No wall plane may extend more than 100’ without horizontal and vertical articulation. Building facades between 40-100’ in length may have either horizontal or vertical articulation. Façade articulations/offsets shall be shown on the elevation drawings along with dimensions verifying that the elevations have met the above requirements as part of site plan submittal.
2	Porches	Covered areas with columns and sloped roof attached to the main façade of the structure. Must extend at least 6 feet beyond the main façade and across at least 15% of the façade.
1	Trellises	Trellis used to enhance an entry feature or as a shaded walkway.
2	Covered Walkways	An exterior walkway at least 6’ in depth protected by the roof of the main structure, and across at least 15% of the façade.
3	Canopies/Awnings	Coverings of canvas, metal, or other material hung from the building façade to protect windows or door openings.
3	Roof Overhangs	Buildings that feature a pitched roof or partially pitched roof with overhang at least 4 feet beyond the primary façade.
4	Natural Materials	Use stone, simulated stone, stucco and/or brick, for at least 60% of façade (exclusive of doors and windows).

Points:	Element:	Description (if necessary):
4	Pitched roof	Pitched roof covering 100% of the total roof area with a pitch of at least 3:12 and no visible flat roofline.
2	Gabled Elements	If a flat roof is used, gabled parapet walls are used to break up long facades.
3	Varied Roof Heights	Within a pitched roof, varied roof heights or dormers to break up the line of the roof.
2	Architectural Details in the building façade	i.e. ornamental brickwork, limestone window/door lintels, etc.
1	Decorative Paving at sidewalks	Pavers or decorative concrete for min. 10% of total walkways.
1	Site Amenities	Outdoor seating, patio areas, fountains, or decorative light fixtures.
1	Public sculpture/artwork	Point validity to be determined by the Zoning Board.
2	Enhanced Landscape	Provide a minimum increase of 25% in the number of trees, shrubs, and ornamental plantings required by city ordinance.

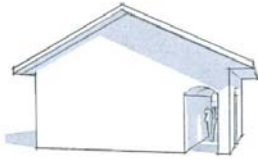
APPENDIX A



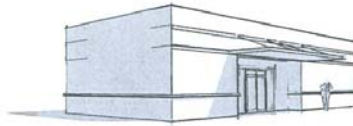
Porch



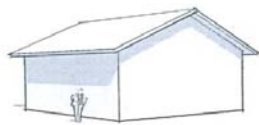
Trellis



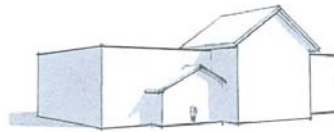
Covered Walkway



Canopies/Awnings



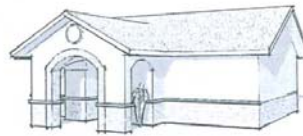
Roof Overhang



Gabled Elements



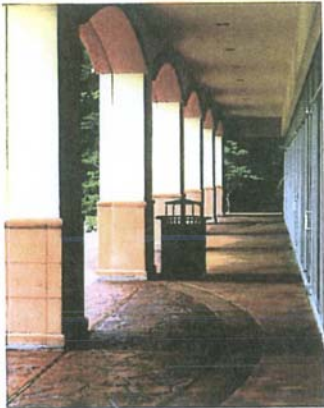
Varied Roof Heights



Architectural Details

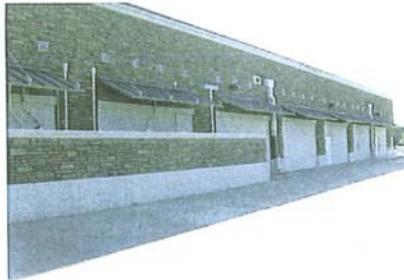
APPENDIX B

Architectural Examples



PORCHES

Covered areas with columns and sloped roof attached to the main façade of the structure. Must extend at least 6 feet beyond the main facade and across at least 15% of the facade.



Four-Sided Architecture Building to be equally finished with a "quality" appearance on all four sides. Required masonry percentages to be met on each elevation.



BUILDING ARTICULATION

Building facades over 100' in length must have building offsets of at least 4' for a minimum of 25% of the façade. No wall plane may extend more than 100' without horizontal and vertical articulation. Building facades between 40-100' in length may have either horizontal or vertical articulation.

Facade articulations/offsets shall be shown on the elevation drawings along with dimensions verifying that the elevations have met the above requirements as part of Architectural Review submittal.



ROOF OVERHANGS

Buildings that feature a pitched roof or partially pitched roof with overhang at least 4 feet beyond the primary facade.

NATURAL MATERIALS

Use stone, simulated stone, and/or brick, for at least 60% of facade (exclusive of doors and windows).



PITCHED ROOF

Pitched roof covering 100% of the total roof area with a pitch of at least 3:12 and no visible flat roofline.

GABLED ELEMENTS If a flat roof is used, gabled parapet walls are used to break up long facades.





VARIED ROOF HEIGHTS

Within a pitched roof, varied roof heights or dormers to break up the line of the roof.

DECORATIVE PAVING

Pavers or decorative concrete for min. 10% of total walkways.



SITE AMENITIES

Outdoor seating, patio areas, fountains, or decorative light fixtures.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

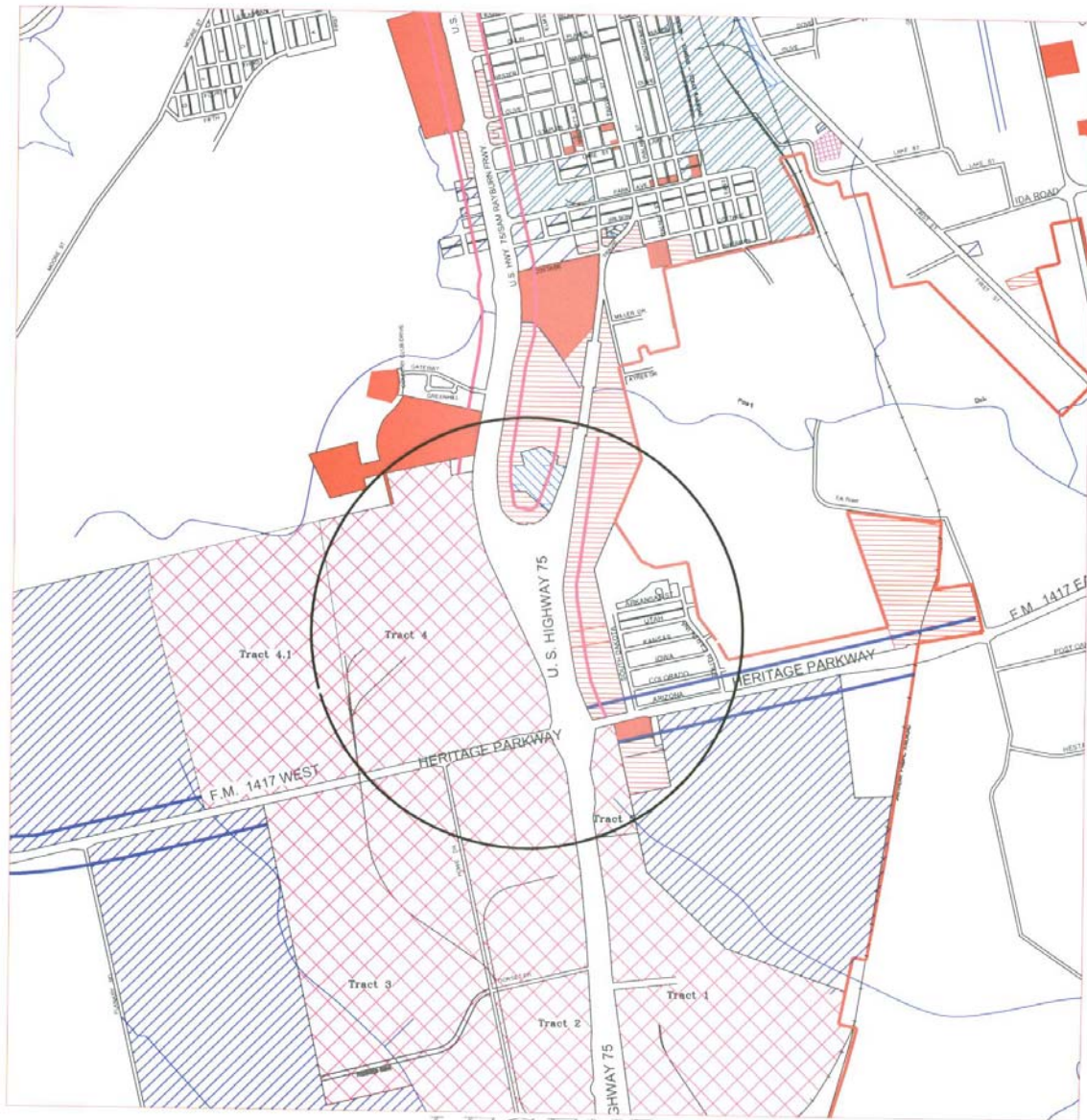
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



LEGEND

	R-A SINGLE FAMILY AGRICULTURAL DISTRICT		M-2 HEAVY MANUFACTURING DISTRICT
	SF-1 SINGLE FAMILY RESIDENTIAL DISTRICT		MH MANUFACTURED HOUSING DISTRICT
	R-1 ONE FAMILY RESIDENTIAL DISTRICT		BLALOCK INDUSTRIAL PARK
	R-2 MULTI-FAMILY RESIDENTIAL DISTRICT		O-1 OVERLAY DISTRICT - 75 & 82
	C-1 RETAIL BUSINESS DISTRICT		O-1.1 OVERLAY DISTRICT - 1417
	C-2 GENERAL COMMERCIAL DISTRICT		O-1.2 OVERLAY DISTRICT - SAM RAYBURN FREEWAY
	C-O OFFICE DISTRICT		CPO COLLEGE PARK OVERLAY
	M-1 LIGHT MANUFACTURING DISTRICT		A&C ARTS & CULTURAL OVERLAY DISTRICT
	M-1.5 MEDIUM MANUFACTURING DISTRICT		CBD CENTRAL BUSINESS DISTRICT



BLALOCK OVERLAY DISTRICT

ENGINEERING DEPARTMENT





City of Sherman, Texas
Engineering Department

Blalock Commercial Overlay District



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



Blalock Commercial Overlay



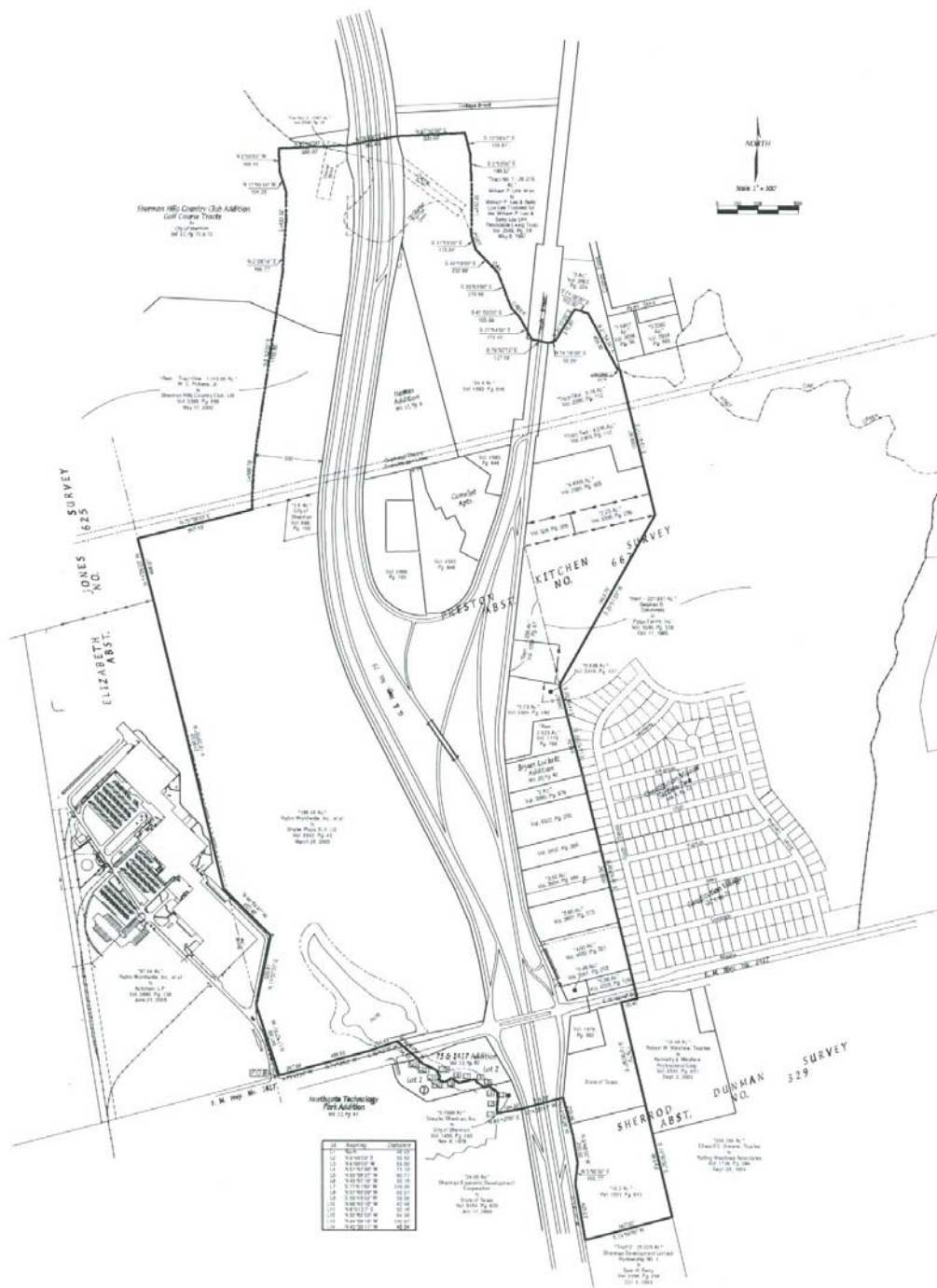


City of Sherman, Texas
Engineering Department

BLALOCK COMMERCIAL OVERLAY DISTRICT

SCALE 1" = 100'





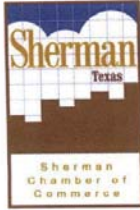
Blalock Commercial Overlay District

(426.74 Acres)

SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 10902 TOWNE, P.O. Box 1843, Sherman, Texas 75089-1843
 PH: (281) 434-7500 FAX: (281) 434-7502

07/17/17 pgs

Sheet No.	1 of 1
Date	07/17/17
Scale	1" = 200'



Sherman Chamber of Commerce

To serve, protect and promote our members

January 25, 2010

Mr. George Olson
City Manager, City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106

Re: Zoning - Blalock Commercial Overlay

Dear Mr. Olson:

I am writing to you today in support of the Blalock Commercial Overlay that will encourage commercial development.

The addition of commercial business at the south gateway of town will further enhance the entrance to our city. The creation of the overlay district is supported by the Comprehensive Master Plan: It will boost the prospects for economic development at the southern gateway to the city; it will enhance the appearance of the southern gateway; and it will improve safety in the area.

I encourage you to recruit restaurants and other businesses that can meet the needs of the people who live and work in that area of town, while being sensitive to the concerns of local industry.

While we acknowledge there are concerns from existing industry; as it pertains to our members and after considerable thoughtful discussion the Sherman Chamber Board of Directors voted unanimously, January 25, 2010, in favor of the proposed overlay.

If you have any questions please do not hesitate to contact me.

Regards,

Traci L. Carlson
President & CEO, Sherman Chamber of Commerce

Cc: Scott Shadden, Director of Development Services/P&Z

"Member Owned and Operated Since 1913"

Sherman Chamber of Commerce
PO Box 1029/307 W. Washington
Sherman, Texas 75091
(903) 893-1184
www.ShermanChamber.us



February 3, 2010

The Honorable Bill Magers
Mayor
City of Sherman
P.O. Box 1106
Sherman, TX 75091-1106



Dear Mayor Magers,

We applauded the vision of the City proposing the Blalock Overlay District proposal. The intersection of Hwy 75 and FM 1417 is destined to become the next area for development. It's critical that we start planning today for the professional improvement of our southern gateway to the City.

The Overlay District is an important endeavor for the City of Sherman, its citizens, stakeholders as well as industries. We need this Overlay District to help redevelop the frontage roads, especially along Travis Street. As a resident and business owner of Sherman, I am offering my support for this important development project.

Please contact me if I can be of further assistance in making the Blalock Overlay District a reality that will benefit all of Sherman.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Douglass".

Brad Douglass
President



January 11, 2010

JAN 12 REC'D

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, Texas 75901-1106

Re: Blalock Zoning Change

Mr. Shadden,

Please be advised that ActiTech, and the building owner, ActiChem, are opposed to the proposed exception to the Blalock Industrial Park zoning ordinances. We request that everything be done within your power to block this exception.

As you may be aware, permissible emissions are becoming more restrictive especially in areas that are not zoned industrial. If this change is approved, it will limit future uses, processes, and jobs at our facility, as well as others in the area.

The Blalock Industrial Park was designed to address and accommodate the needs of industry as an "Industrial Park", creating jobs for the area in the long term. Like our industrial neighbors; this was a premise for purchasing property in this area. Please do not lose sight of this purpose.

Thank you for your thoughtful consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick McCoy".

Rick McCoy
V.P. Operations
ActiTech

January 11, 2010

JAN 13 REC'D

Scott Shadden
Secretary, Planning and Zoning Board
P.O. Box 1106
Sherman, TX 75901-1106

Re: Proposed Zoning Change for the Blalock Industrial Park

Mr. Shadden,

GlobiTech, Inc.'s decision to locate in the Blalock Industrial Park back in 2000 was based in part on the existing ordinances for the park as well as the overall strategic plan for organized growth in the Sherman area. A very instrumental element of the strategic plan is that heavy consideration is given to the health of the surrounding community as well as the health of all industries, retail, commercial, and industrial. This strategic plan is very attractive to companies considering Sherman as a potential site for a new business or an expansion to an existing business.

The re-zoning of the Blalock Industrial park to mixed-use is a major departure from the existing philosophy. With the ever more restrictive air quality requirements mandated by state and federal agencies, along with the increased traffic that would be the inevitable result of this change, we at GlobiTech view this proposed change as having a negative impact on our ability to expand and add high paying manufacturing jobs to the Sherman economy.

More specifically, GlobiTech's business plan allows for the expansion of a second Fab in the near future. This expansion requires an amendment to the existing air permit, which is governed by Texas Commission on Environmental Quality (TCEQ) rules, which were promulgated by the Environmental Protection Agency (EPA). This amendment procedure will be greatly affected if the Blalock Industrial Park is re-zoned to allow the addition of retail and commercial businesses since mixed-use industrial parks lend themselves to a different set of EPA requirements. Therefore, GlobiTech, Inc. is strongly opposed to the proposed changes to the Blalock Industrial Park since future expansion of our company could be jeopardized.

Sincerely,


Rick Boston
V.P. Operations
GlobiTech, Inc

CAREY COX COMPANY

Commercial & Industrial Real Estate Services

P.O. Box 977

McKinney, Texas 75070-0977

(972) 562-8003 • FAX (972) 562-0594

www.careycoxcompany.com

Carey Cox, SIOR
Bill Cox, SIOR
David Cox

JAN 14 REC'D

January 12, 2010

Mr. Scott Shadden
Director of Building and Zoning
City of Sherman
220 West Mulberry
Sherman, Texas

Dear Mr. Shadden:

Please accept this letter as support for the proposed amendment to Chapter 14, Exhibit A of the Code of Ordinances entitled "General Zoning Ordinance and Exhibit B, Zoning - Blalock Industrial Park," to create the Blalock Commercial Overlay District.

As the region continues to grow commercial and retail development in this area will no doubt become more important and beneficial to the City of Sherman.

It is important for communities such as Sherman to grow their commercial tax base. Fundamentally sound commercial growth is a key ingredient in further reducing the burden of homeowners to pay for necessary services such as police and fire protection.

Please accept this support of the proposed amendment to the Zoning Ordinance.

Thank you,



Bill Cox, SIOR
Vice President



Active Industrial Member of the SOCIETY OF INDUSTRIAL AND OFFICE REALTORS®



Tyson Foods, Inc.

JAN 15 REC'D

January 14, 2010

Mr. Scott Shadden
Secretary, Planning and Zoning
P.O. Box 1106
Sherman, Texas 75091-1106

RE: Zoning-Blalock Industrial Park

Dear Mr. Shadden:

Thank you for your notice dated January 4, 2010, of the public hearing regarding amending the zoning ordinance in the Blalock Industrial Park. As you know, Tyson Fresh Meats has a major investment in the Blalock Industrial Park. Since we announced plans to open this facility in January 2005, we appreciate the support we have received from the City of Sherman and SEDCO.

I am in support of a zoning change that will encourage commercial development in the proposed Blalock Commercial Overlay District. With this new zoning change, I encourage you to recruit restaurants and other businesses that can meet the needs of the people who work on this side of town, while being sensitive to the concerns of local industry.

Thank you for your inclusion in this process.

Regards,

A handwritten signature in black ink, appearing to read "Mike Gerleman".

Mike Gerleman
Tyson Foods

Tyson Foods, Inc. 4700 Highway 75 South, Sherman TX 75092
803-881-8000 Fax: www.tyson.com



Artisan Development Co., Inc.

JAN 19 2010

January 19, 2010

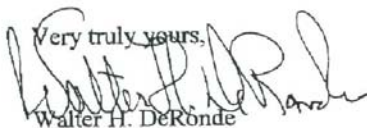
Mr. Scott Shadden
Director of Building Services
City of Sherman
220 West Mulberry
Sherman, Texas 75091-1106

Dear Mr. Shadden:

I believe that the proposed "Blaylock Commercial Overlay District" is a comprehensive and intelligent solution to the land use needs of the gateway to the City of Sherman. You have obviously spent a great deal of time to research the acceptable uses in the area as well as to create architectural design guidelines that are reasonable and rational. The point system should be very easy for anyone to determine if they are in compliance.

In the not so recent past, I have watched as well intentioned folks were unable to resolve the issues of the "Blaylock Industrial Area" and the only losers were the community. For a community to grow and prosper, it needs to continue to create an environment that encourages growth and diversity. Your proposal does this and we strongly support such an effort.

Very truly yours,

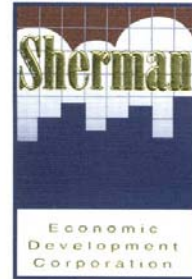


Walter H. DeRonde

1600 Shady Oaks Place
Corinth, TX 76210-2811

972-897-6853 OFF
940-498-9593 FAX

JAN 19 REC'D



January 19, 2010

307 W. Washington
Suite 102
Sherman, TX 75090

903.868.2566
800.981.2566
fax 903.813.0403

www.sedco.org

Mr. Scott Shadden
City of Sherman
Planning and Zoning Board
220 W. Mulberry
Sherman, TX 75090

RE: Proposed Blalock Overlay District

Dear Mr. Shadden:

The SEDCO Board of Directors met in an open meeting today to discuss and consider the proposed Blalock Commercial Overlay District.

After board member discussion, a motion and second followed to approve the Blalock Overlay District as proposed by the City. The entire Board then voted unanimously to approve the motion.

The SEDCO Board of Directors requests that this letter be entered into the January 19, 2010 Planning and Zoning Board meeting record.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Boswell", is written over a horizontal line.

John Boswell, CEcD
President

SHERMAN



MAYOR
BILL MAGERS
CITY MANAGER
GEORGE OLSON

DEPUTY MAYOR
JOE N. SMITH
CITY COUNCIL
CHIP ADAMI

PAMELA L. HOWETH
ROBERT G. SOFTLY
WILLIE STEELE
CAROLYN S. WACKER

February 8, 2010

Mr. Rick Boston
Vice President of Operations
GlobiTech Incorporated.
200 F.M. 1417 West
Sherman, Texas 75092

Dear Mr. Boston,

Thank you for your February 8, 2010 letter wherein you outline GlobiTech's plans to seek TCEQ approval for its permit to facilitate GlobiTech's expansion. Based on our conversation, it is GlobiTech's intention to renew its current permit with an amendment to accommodate its growth. Congratulations!

As mayor, I appreciate GlobiTech's proactive approach and support of the City of Sherman's efforts to maximize its resources while considering the needs of our industry partners. You have my full support for your thoughtful and reasonable request to make the effective date of the proposed ordinance creating the Blalock Commercial Overlay District to be October 1, 2010. Recognizing the spirit of compromise and partnership that your letter so clearly demonstrates, I am confident that the City Council will gladly honor GlobiTech's request to make the effective date October 1, 2010.

I want to thank GlobiTech's management team for taking the time to meet, discuss and consider this important issue. It is gratifying that GlobiTech joins the other industry leaders in Blalock, the Sherman Economic Development Corporation, the Sherman Chamber of Commerce, the Sherman Planning and Zoning Commission, and other community leaders in supporting the Blalock Commercial Overlay District. Rest assured that we, as a community, will continue to wholeheartedly support GlobiTech in its efforts and appreciate its commitment to the betterment of our quality of life.

I look forward to seeing GlobiTech's team at the Sherman City Council meeting at 5:00 p.m. on Monday, February 15th in the City Council Chambers.

Thank you,

Bill Magers
Mayor

BM:pc

mc: Sherman City Council Members
John Boswell, President, Sherman Economic Development Corporation



February 8, 2010

Honorable Bill Magers, Mayor
220 West Mulberry Street
Sherman, TX 75090

Dear Mr. Magers:

Per our phone conversation of February 2, 2010 regarding the proposed ordinance creating the Blalock Commercial Overlay District as approved by the Planning and Zoning Commission on January 19, 2010, we would like to modify our previous objection to the ordinance.

As we discussed, a zoning change to portions of the Blalock Industrial Park from industrial to mixed use has a possibility of hindering or eliminating our ability to secure the permitting that is necessary for our proposed capital expansion.

We have already started the process of amending our permit and have engaged consultants to help expedite the process with the following timeline:

- Submission of permit amendment application – 5 weeks (March 8, 2010)
- Technical review by TCEQ permit engineer – 2 weeks (March 22, 2010)
- Modeling and Toxicology review by TCEQ – 4 weeks (April 19, 2010)
- Review of draft permit by TCEQ Region office and GlobiTech – 4 weeks (May 17, 2010)
- Word Processing by TCEQ – 1 week (May 24, 2010)
- Signature TCEQ – 1 week (May 31, 2010)
- Agenda for approval TCEQ – 2 weeks (June 14, 2010)
- Receive permit approval – 3 weeks (July 12, 2010)

We hereby request that the Sherman City Council make the effective date for the proposed zoning change October 1, 2010 in order to give GlobiTech the time, including any potential unforeseen delays, to complete the permitting process.

GlobiTech appreciates the cooperation on the part of the City of Sherman, specifically working with you and Mr. Boswell, that has resulted in limitations in potential uses of the property based on the proposed ordinance. Based on the City Council making the effective date of the zoning change October 1, 2010, and based on limiting the potential uses within the Blalock Commercial District to those proposed in the ordinance and approved by the Planning and Zoning Commission on January 15, 2010, GlobiTech will be fully in support of the proposed ordinance.

Sincerely,

Rick Boston, VP of Operations

Cc: Joe N. Smith
Willie Steele
Cary Wacker
Robert G. Softly
Pamela L. Howeth
Chip Adami
George Olson

AGENDA ITEM #4

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
January 19, 2010
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Robin Atherton, Commissioner
Lawrence Davis, Commissioner
Brad Morgan, Commissioner

Don Hicks, Commissioner
Ron Barton, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner

Blalock Commercial Overlay District
Draft Ordinance

Requested Action/Proposed Use:

Review recommendation of proposed ordinance for establishment of a Blalock Commercial Overlay District.

Background

The Zoning and Development Review Committee was appointed at the August 18, 2009, regular Planning and Zoning Commission Meeting. Members include David Plyler, Lawrence Davis and Jason Sofey. On January 11, 2010, the committee voted to recommend the Blalock Commercial Overlay District be adopted. The development of the Blalock Commercial Overlay District offers significant economic opportunities for the City of Sherman and its citizens. Careful planning and foresight is important to achieve and provide the greatest benefits for the City of Sherman. The intent of the Blalock Commercial Overlay District Standards is to insure the area develops in a manner that provides an attractive appearance and assures compatible land uses within consistent design guidelines. The Blalock Commercial Overlay District will consist of highway frontage in the Blalock Industrial Park at F.M. 1417 and nearby tracts that form the south gateway to the city.

Origination:

Comprehensive Master Plan

Master Plan Designation:

Suburban Commercial

Number of notices mailed:

109

Objections Received:

2

Attachments:

Location map, Photographs, Draft Ordinance, Blalock Commercial District Map

Prepared by:

Patsy Reeves,
Developmental Services Secretary

Approved by:

Scott Shadden,
Director of Developmental Services



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. B.4

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5639

**Amending Chapter 8 of the Code of Ordinances, entitled “Offenses and Nuisances”,
Article 8.03, entitled “Offenses Involving Public Peace and Order”, at Section 8.03.002,
entitled “Consumption, Possession of Alcoholic Beverages”**

Issue

To consider amending Chapter 8, Article 8.03, Section 8.03.002 of the Code of Ordinances, “Consumption, Possession of Alcoholic Beverages”, to call for the issuance of a citation and order to appear only as opposed to arrest for violation

Background

The Texas Traffic Code does not allow for arrest for the offense commonly known as “open container of alcohol”. The current version of the similar City Ordinance presents arrest as an option upon violation. This amendment would resolve any perceived conflict between State Law and City Ordinance.

Origination

Police Department
City Attorney’s Office

Financial Consideration

None

Staff Recommendation

The staff recommends that the Council adopt the proposed amendment to the Code of Ordinances.

Alternatives

Those as may be recommended by the City Council

Attachments

Ordinance No. 5639

Prepared by:
Brandon S. Shelby, City Attorney
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

ORDINANCE NO. 5639

AN ORDINANCE BY THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES, ENTITLED “OFFENSES AND NUISANCES”, ARTICLE 8.03, ENTITLED “OFFENSES INVOLVING PUBLIC PEACE AND ORDER”, AT SECTION 8.03.002, ENTITLED “CONSUMPTION, POSSESSION OF ALCOHOLIC BEVERAGES”; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council desires to amend the Code of Ordinances to call for the issuance of a citation and notice to appear to a person found to be in violation of Chapter 8, Article 8.03, Section 8.03.002 instead of taking said person before a magistrate;

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

SECTION 1. That Chapter 8, Article 8.03 of the Code of Ordinances of the City of Sherman, Texas, shall be and is hereby amended at Section 8.03.002 so that such section shall read as follows:

Sec. 8.03.002 Consumption, possession of alcoholic beverages

(a) The drinking of any alcoholic beverages or the possession of any open container which contains an alcoholic beverage is prohibited and unlawful in the following places:

- (1) In any public park; on the sidewalks, streets and alleys; on any public parking lot; the Ham Center and the youth center.
- (2) In or on any public school district campus or facility.
- (3) On any private parking lot of any shopping center, or any parking lot of any retail or commercial business.
- (4) In any theater building and/or drive-in theater within the corporate limits of the city.

(b) An alcoholic beverage as used in this section is defined as any spirits, wine, beer, ale or other liquid containing more than one-half of one (1) percent alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

(c) Any person violating the provisions of this section shall, upon conviction, be punished as provided in section 1.01.009.

(d) *A peace officer charging a person with an offense under this section, instead of taking the person before a magistrate, shall issue to the person a written citation and notice to appear that contains the time and place the person must appear before a magistrate, the name and address of the person charged, and the offense charged. If the person makes a written promise to appear before the magistrate by signing in duplicate the citation and notice to appear issued by the officer, the officer shall release the person.*

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

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

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

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

INTRODUCED on this the _____ day of _____, 2010.

ADOPTED on this the _____ day of _____, 2010.

EFFECTIVE DATE on this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. B.5

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5636, 5637, 5638 and 5639

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5636

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of May, 2010, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing that Said Election Shall be Held Jointly with the Sherman Independent School District; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5637 AND AN APPLICATION TO DRILL AN OIL AND GAS WELL

Amending Section 8, Subsection (5)(a), Ordinance No. 2280, so as to Grant a Specific Use Permit to Allow the Drilling of an Oil and Gas Well in an R-1 (One Family Residential) District in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road, being 109.35 Acres in the Friar McNeely Survey, Abstract No. 826 (Yongshik Kim, Owner; Vicki Ross, EOG Resources, Inc., Representative; and 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

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5638

Amending Chapter 14, Appendix A of the Code of Ordinances, entitled "General Zoning Ordinance", at Section 6 to Provide for a New Subsection 6.8.4 to be entitled "Blalock Commercial Overlay District"

B.4 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5639

Amending Chapter 8 of the Code of Ordinances, entitled "Offenses and Nuisances", Article 8.03, entitled "Offenses Involving Public Peace and Order", at Section 8.03.002, entitled "Consumption, Possession of Alcoholic Beverages"



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. B.6

CONSENT AGENDA

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

C.3 * *RESOLUTION NO. 5460*

Approving the Greater Texoma Utility Authority's Intention to Contract with Lynn Vessels Construction, LLC for Construction of the U.S. Highway 75 North Sewer Improvements, Contract "A"

C.4 * *RESOLUTION NO. 5461*

Authorizing Execution of a Professional Services Agreement with Perkins Engineering Consultants, Inc. for the Design of Clarifier Domes and Equalization Basin Mixer Improvements at the Wastewater Treatment Plant

C.5 * *RESOLUTION NO. 5462*

Authorizing Execution of an Engineering Services Agreement with Teague, Nall and Perkins, Inc. for the Design of Loy Lake Road Improvements from U.S. Highway 82 to Pecan Grove Road

C.6 * *RESOLUTION NO. 5463*

Authorizing Execution of an Agreement and Statement of Work with AT&T for an Upgrade of the Sherman Police Department's Vesta Pallas 911 System

D.1 * *REQUEST TO ADVERTISE*

Purchase of Four Police Patrol Vehicles

D.2 * *REQUEST TO ADVERTISE*

Agricultural Lease at the Wastewater Treatment Plant

D.3 * *CHANGE ORDER NO. 1*

Willow Street Waterline Replacement Project; \$661.78, Decrease



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. C.1

RESOLUTION NO. 5458

Authorizing Execution of a Joint Election Agreement between the City of Sherman and the Sherman Independent School District to hold a Joint Election on May 8, 2010

Issue

Approval of an agreement for a Joint Election between the City of Sherman and the Sherman Independent School District on May 8, 2010. The Sherman Independent School District will consider the Joint Election Agreement at their Board Meeting on February 15, 2010.

Background

For the past several years, the City of Sherman, the Sherman Independent School District, and Grayson County College have joined together to combine their regular Elections to make it easier for citizen participation and less costly. The Joint Election Agreement allows for one ballot and combines many of the postings, advertisements, and early voting requirements that are involved in an election.

Origination

The resolution and agreement originated with the City Clerk's Office.

Financial Consideration

The Joint Election Agreement allows the entities to divide most of the costs for the Election. Last year the City of Sherman and Sherman Independent School District were able to cancel their Election. However, in 2008, the Regular Municipal Election cost approximately \$28,492; and, since the City was the only entity on the ballot, the entire cost was paid by the City of Sherman. In 2007, the Election cost approximately \$25,337; and Sherman's portion of the Election cost was \$16,109. With a Joint Election, the entities split most of the costs, resulting in a lower cost to everyone. Funds are available in the current budget for this election.

Staff Recommendation

It is recommended that the City Council approve the Joint Election Agreement.

Alternatives

The alternative is for each entity to conduct its own Regular Election.

Attachments

Resolution No. 5458 and Joint Election Agreement

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

RESOLUTION NO. 5458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE SHERMAN INDEPENDENT SCHOOL DISTRICT TO HOLD A JOINT ELECTION ON MAY 8, 2010; 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 Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with the Sherman Independent School District to hold a joint election on May 8, 2010, in accordance with the terms and provisions of the agreement 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 _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

JOINT ELECTION AGREEMENT

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

PARTIES

THIS AGREEMENT is entered into by and between the **CITY OF SHERMAN** ("CITY"), and the **SHERMAN INDEPENDENT SCHOOL DISTRICT** ("SISD"), under the authority of Section 271 of the Texas Election Code.

PURPOSE

CITY and SISD hereby contract and agree to hold a joint election on the 8th day of May, 2010, and thereby reduce their costs, expenses and manpower requirements.

DESIGNATION OF POLLING PLACES

CITY and SISD shall designate, secure, and share common polling places.

COMMON BALLOT

CITY and SISD shall share a common ballot, wherever possible.

SUPPLIES AND EQUIPMENT

CITY shall procure and distribute the necessary election supplies and equipment including, but not limited to, (1) ballots, (2) election kits, (3) ballot boxes, (4) voting booths, (5) transportation of such supplies and equipment, (6) direct recording equipment (DRE's), and (7) vote tabulators. CITY and SISD shall each pay for one-half (1/2) of all such related costs and expenses and each shall maintain those items in its care in a safe and secure manner.

JOINT ELECTION CLERKS

The City Clerk and the SISD Superintendent's Secretary shall serve as Joint Election Clerks for the election. Each will be custodian of records for their particular entity. Forms and records for the election will be combined wherever possible and stored jointly. In instances where common ballots are used, the City Clerk will serve as custodian for those common ballots and common records.

PAYMENT OF ELECTION JUDGES, CLERKS AND WORKERS

CITY will be responsible for appointing all election judges, clerks, and workers necessary for this joint election. CITY and SISD shall each be responsible for and shall pay for one-half (1/2) of all such costs and expenses of the election judges, clerks, and workers for the joint election.

ELECTION SCHOOL

CITY shall provide at no cost an adequate facility wherein an election school may be conducted. CITY shall notify all election judges, clerks, assistants and alternates of the date, time, and place of the election school training.

LEGAL NOTICES

CITY and SISD shall be responsible for publishing their own legal notices for this election at their own expense.

EARLY VOTING

Early Voting shall be held during the period of April 26, 2010, through May 4, 2010.

CITY and SISD shall each appoint their own Regular Early Voting Clerk, who may receive requests for an Early Voting mail ballot, mail an application for such ballot, verify qualifications to vote as stated on the application, mail a ballot to the applicant, receive the mailed-in ballot, verify the information appearing on the outside of the Early Voting mail ballot envelope, and deliver the ballot to the Joint Election Early Voting Clerk.

The CITY'S Regular Early Voting Clerk is hereby appointed and shall serve as the Joint Early Voting Clerk. The Joint Early Voting Clerk shall conduct and supervise the Early Voting procedures of those individuals making an Early Vote by personal appearance, receive the mailed-in Early Voting ballots from the Regular Early Voting Clerk, verify the information appearing on the outside of the Early Voting mail ballot envelope, and deposit them in the ballot box.

CANVASSING THE RETURNS

CITY and SISD shall be responsible for canvassing their own returns at their own expense.

U. S. JUSTICE DEPARTMENT PRECLEARANCE

It shall be the responsibility of CITY and SISD to obtain their own preclearance from the U.S. Justice Department for this election, if necessary, at their own expense.

CANCELLATION OF ELECTION

Should CITY or SISD cancel their election, then, in that event, the canceling party shall be responsible for and timely pay all costs and expenses attributable to them and incurred on their behalf through the date of cancellation together with all costs and expenses incurred and attributable to them after the date of cancellation that were not subsequently abated.

SPECIAL COMPENSATION

Should either CITY or SISD cancel their election and their employees continue to work the election for the non-canceling parties, then, in that event only, the canceling party shall receive just compensation for their employees' services rendered to the non-canceling parties. The compensation to be paid shall be determined by calculating the employees' per hour salary based upon their current gross salary for a forty (40) hour week and multiplying that per hour amount by the number of hours they continued to work. Each employee shall submit a weekly account of the hours worked for the previous week to their full-time employer and to the non-canceling parties.

BINDING AUTHORITY

By their signatures below, the individuals represent that they have express authority to enter into this agreement.

EFFECTIVE DATE

This agreement shall become effective upon its signing and approval of the respective City Council and SISD Board of Trustees.

LAST SIGNED this the _____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

**SHERMAN INDEPENDENT SCHOOL
DISTRICT**

BY: _____
BILL MAGERS
MAYOR

BY: _____
KATE WHITFIELD
BOARD PRESIDENT

ATTEST:

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

BY: _____
SUE FRAZIER
BOARD SECRETARY

APPROVED:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. C.2

RESOLUTION NO. 5459

Revoking and Replacing Resolution No. 4796; Indicating the City's Compliance with Texas Election Law to Use an Accessible Electronic Voting System for Municipal Elections

Issue

To replace Resolution No. 4796 that was approved by the City Council on April 3, 2006, stating the City of Sherman's intent to use at least one accessible voting system at each polling place for all Municipal Elections, as required by law. Previously the City of Sherman leased equipment from Premier Election Equipment, formerly Diebold Elections Systems, Inc. This year, the City will be leasing equipment from Hart Intercivic. Both systems are certified through the Texas Secretary of State's Office and are allowed for use in Texas Elections.

Background

The Secretary of State's Office has said that a City should adopt a resolution indicating its compliance with Section 61.012 of the Texas Election Code, stating that at least one accessible voting system will be used in each polling place. The system must comply with State and Federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot. Since the City's resolution indicated a specific machine that would be used, the staff recommends adopting a resolution that will allow the City to use any certified equipment in their future Elections.

Origination

City Clerk's Office

Financial Consideration

There is no financial consideration in enacting the resolution; however, there will be a cost to use the electronic voting equipment.

Staff Recommendation

It is the recommendation of the staff to approve the resolution replacing Resolution No. 4796, which will allow the City to use any accessible electronic voting system that is certified by the State of Texas for all future Elections.

Alternatives

There is no viable alternative.

Attachments

Resolution No. 5459

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

RESOLUTION NO. 5459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REVOKING AND REPLACING RESOLUTION NO. 4796; INDICATING THE CITY'S COMPLIANCE WITH TEXAS ELECTION LAW TO USE AN ACCESSIBLE ELECTRONIC VOTING SYSTEM FOR MUNICIPAL ELECTIONS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Section 61.012 of the Texas Election Code requires that the City of Sherman must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot; and

WHEREAS, the Office of the Texas Secretary of State has certified specific accessible voting systems that may legally be used in Texas elections; and

WHEREAS, Section 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems;

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

SECTION 1. That Resolution No. 4796, passed and approved on the 3rd day of April, 2006, is hereby revoked.

SECTION 2. As chief elections officer of the City of Sherman, the Presiding Officer shall provide at least one accessible voting system in each polling place in every polling location used to conduct any election ordered on or after January 1, 2006. The accessible voting system may be acquired by any legal means available to the City of Sherman, including but not limited to lease or rental, or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

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 _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON SHELBY,
CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5460**

**Approving the Greater Texoma Utility Authority's Intention to Contract
with Lynn Vessels Construction, LLC for Construction of the
U.S. Highway 75 North Sewer Improvements, Contract "A"**

Issue

Approving the intention of the Greater Texoma Utility Authority (GTUA) to administer an agreement for the construction of the first phase of the U.S. Highway 75 North sewer system. The project is divided into four phases, with Contract "A" being the first phase of construction.

Background

The current Capital Improvement Program contains a project to construct a sewer system along U.S. Highway 75 North. Eleven (11) bidders responded to the request for bids. A bid tabulation is attached. It is proposed to award the bid to the second low bidder, Lynn Vessels Construction, LLC, due to the Contactor's superior experience in this type of construction and the complexity of the project.

Origination

Department of Utilities Administration

Financial Consideration

Funds for this project will be paid through GTUA.

Staff Recommendation

It is recommended that the City Council approve GTUA's intention to contract with the second low bidder, Lynn Vessels Construction, LLC, in the amount of \$814,437.03.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5460

Engineer's Recommendation with Bid Tabulation

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR CONSTRUCTION OF THE U.S. HIGHWAY 75 NORTH SEWER IMPROVEMENTS, CONTRACT "A"; 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 an agreement with Lynn Vessels Construction, LLC in the total amount of Eight Hundred Fourteen Thousand Four Hundred Thirty-Seven Dollars and Three Cents (\$814,437.03) for construction of the U.S. Highway 75 North Sewer Improvements, Contract "A".

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 _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



J. TERRY MILLICAN, P.E.
RICHARD A. DORMIER, P.E.
JOHN D. GATTIS, A.I.A.
DAMIR LULO, P.E.
MICHAEL K. STACEY, P.E.
LARRY J. FREEMAN, P.E.

February 8, 2010

Mr. Jerry W. Chapman
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, Texas 75020

Re: Sherman Highway 75 North Sewer – Contract "A" Award

Dear Mr. Chapman:

Bids were received on the Highway 75 North Sewer – Contract "A" on February 2, 2010. A tabulation of these bids is attached. The project includes construction of approximately 12,000 feet of sanitary sewer and about 6,000 feet of sewer force main. All but about 750 feet of the force main shares a common trench with the sewer line. Both the sewer line and the force main include substantial challenges at aerial creek crossings and at manholes where the force main and the sewer swap positions in the common trench. The sewer line also includes a challenging long bore under U.S. Highway 75.

Eleven competitive bids were received. The low bid submitted at \$793,390.77 included a higher \$886.54 math error. The low bid at \$792,504.23 is about 2.7% lower than the 2nd bidder and about 11.3% under the 3rd bidder.

The attached qualification statement shows that the low bidder has considerable experience with street/road work and very little experience with sewer construction. The small amount of sewer work listed does not qualify and support the competency of the low bidder to complete this large and challenging sewer project.

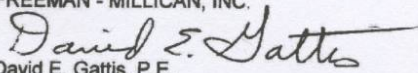
The second low bid at \$814,437.03 is competitive and well within the project budget. The attached qualification statement from Lynn Vessels Construction Company supports the qualifications and competency to successfully complete this project. Both the City of Sherman and GTUA have completed large challenging sewer projects with Lynn Vessels both as Lynn Vessels Construction, LLC. and as project superintendent for Bill Hazelwood, Inc. over the last 20 years.

We recommend that the Greater Texoma Utility Authority reject the low bid and award the contract to Lynn Vessels Construction, LLC. based on the second low bid of \$814,437.03 and authorize execution of the required contract documents.

Mr. Jerry W. Chapman
February 8, 2010

Page 2

Sincerely,
FREEMAN - MILLICAN, INC.


David E. Gattis, P.E.

Enclosure (3)

Copy:

Sherman, Mark Gibson, Director of Engineering and Utilities
Terry Millican

BID TABULATION

OWNER: Greater Texoma Utility Authority				Contractor		Contractor		Contractor		Contractor		Contractor	
PROJECT: City of Sherman - Highway 75 North Sewer - Contract "A"				Vessels Construction, a division of VeeCor Inc.		Lynn Vessels Construction, LLC		TNT's Pipeline Corp.		Quality Excavation, LTD			
ENGINEER: Freeman-Millican, Inc. - Firm Registration No.: 2827				Address		Address		Address		Address			
BID DATE: February 2, 2010				City, State		City, State		City, State		City, State			
				Phone		Phone		Phone		Phone			
				903-870-0428		903-893-4300		817-676-1580					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	18" PVC Sewer Pipe 0'-8' Deep	18.00	LF	31.50	567.00	35.03	630.54	50.00	900.00	36.00	648.00		
P.2	15" PVC Sewer Pipe 0'-8' Deep	427.60	LF	26.06	11,143.26	27.18	11,622.17	31.00	13,255.60	33.00	14,110.80		
P.3	12" PVC Sewer Pipe 0'-10' Deep	1,262.91	LF	22.26	28,112.38	23.59	29,792.05	29.00	36,624.39	28.50	35,992.94		
P.4	12" PVC Sewer Pipe 10'-16' Deep	585.09	LF	26.85	15,709.67	29.24	17,108.03	40.00	23,403.60	32.50	19,015.43		
P.5	10" PVC Sewer Pipe 0'-10' Deep	385.60	LF	19.87	7,661.87	21.47	8,278.83	28.00	10,796.80	26.00	10,025.60		
P.6	8" PVC Sewer Pipe 0'-10' Deep	2,300.01	LF	17.84	41,032.18	19.10	43,930.19	27.00	62,100.27	20.00	46,000.20		
P.7	8" PVC Sewer Pipe 10'-12' Deep	173.81	LF	18.96	3,295.44	21.33	3,707.37	36.00	6,257.16	23.00	3,997.63		
P.8	8" PVC Sewer Pipe 12'-18' Deep	47.60	LF	22.43	1,067.67	24.72	1,176.67	50.00	2,380.00	28.00	1,332.80		
P.9	15" PVC Sewer Pipe & 10" PVC Force Main 0'-8' Deep	313.22	LF	37.50	11,745.75	40.21	12,594.58	50.00	15,661.00	62.00	19,419.64		
P.10	12" PVC Sewer Pipe & 10" PVC Force Main 0'-8' Deep	3,098.90	LF	33.70	104,432.93	36.70	113,729.63	41.00	127,054.90	50.00	154,945.00		
P.11	10" PVC Sewer Pipe & 10" PVC Force Main 0'-10' Deep	1,838.43	LF	31.46	57,837.01	34.53	63,480.99	40.00	73,537.20	53.00	97,436.79		
P.12	10" PVC Sewer Pipe & 10" PVC Force Main 10'-13' Deep	113.48	LF	33.94	3,851.51	35.66	4,047.01	42.00	4,766.16	75.00	8,511.00		
P.13	10" PVC Force Main 0'-8' Deep	757.63	LF	26.84	20,334.79	25.01	18,948.33	25.00	18,940.75	29.00	21,971.27		
P.14	12" PVC Sewer Pipe in Existing 20" Steel Encasement	330.00	LF	27.59	9,104.70	28.42	9,378.60	29.00	9,570.00	50.00	16,500.00		
P.15	12" PVC Sewer Pipe in 18" Steel Encasement & 10" PVC Force Main in 18" Steel Encasement 0'-8' Deep by Open	40.00	LF	103.45	4,138.00	144.00	5,760.00	200.00	8,000.00	150.00	6,000.00		
P.16	8" PVC Sewer Pipe in 18" Steel Encasement 6'-18' Deep by	75.00	LF	62.46	4,684.50	85.00	6,375.00	170.00	12,750.00	82.00	6,150.00		
P.17	8" PVC Sewer Pipe in 18" Steel Encasement by Boring	510.00	LF	258.21	131,687.10	237.53	121,140.30	310.00	158,100.00	377.00	192,270.00		
P.18	Aerial Crossing at Sta. 1+53.00 Line 1B & FM-1	185.00	LF	460.44	85,181.40	166.11	30,730.35	170.00	31,450.00	200.00	37,000.00		
P.19	Aerial Crossing at Sta. 23+30.50 Line 1B & FM-1	70.00	LF	201.50	14,105.00	192.10	13,447.00	260.00	18,200.00	250.00	17,500.00		
P.20	Aerial Crossing at Sta. 52+51.00 Line 1B & FM-1	63.00	LF	224.60	14,149.80	209.05	13,170.15	230.00	14,490.00	250.00	15,750.00		
P.21	Aerial Crossing at Sta. 2+52.00 Line 1C	42.00	LF	98.67	4,144.14	135.60	5,695.20	230.00	9,660.00	115.00	4,830.00		
P.22	Aerial Crossing at Sta. 12+58.00 Line 2C	86.00	LF	73.12	6,288.32	97.18	8,357.48	150.00	12,900.00	115.00	9,890.00		
P.23	Aerial Crossing at Sta. 0+23.50 Line 2F	53.00	LF	89.48	4,742.44	123.17	6,528.01	250.00	13,250.00	115.00	6,095.00		
P.24	Aerial Crossing at Sta. 57+89.00 Line FM1	56.00	LF	89.71	5,023.76	136.73	7,658.88	240.00	13,440.00	125.00	7,000.00		
P.25	24" Φ Concrete Piers at Aerial Crossings	241.00	VF	82.25	19,822.25	59.61	14,366.01	100.00	24,100.00	125.00	30,125.00		
P.26	4' Φ Manholes 0'-7' Deep	22.00	EA	1,691.36	37,209.92	2,887.15	63,517.30	2,000.00	44,000.00	2,700.00	59,400.00		
P.27	4' Φ Manholes 7'-11' Deep	16.00	EA	1,864.39	29,830.24	3,254.40	52,070.40	2,200.00	35,200.00	3,000.00	48,000.00		
P.28	Gas Vent Assembly for Manhole	4.00	EA	686.83	2,747.32	485.90	1,943.60	800.00	3,200.00	350.00	1,400.00		
P.29	Class "G" Embedment	235.00	LF	45.96	10,800.60	22.60	5,311.00	50.00	11,750.00	32.00	7,520.00		
P.30	Reinforced Concrete Rip-Rap	200.00	SY	45.56	9,112.00	39.55	7,910.00	50.00	10,000.00	75.00	15,000.00		
P.31	Stabilize Finished Grade w/ 10-20% Slopes	1,450.00	SY	1.08	1,566.00	8.48	12,296.00	5.00	7,250.00	2.25	3,262.50		
P.32	Stabilize Finished Grade w/ Slope > 20%	750.00	SY	30.12	22,590.00	63.28	47,460.00	10.00	7,500.00	15.00	11,250.00		
P.33	Crushed Stone Trench Foundation	100.00	CY	28.65	2,865.00	27.12	2,712.00	30.00	3,000.00	35.00	3,500.00		
P.34	Asphalt Pavement Replacement	21.00	SY	54.00	1,134.00	31.98	671.58	50.00	1,050.00	95.00	1,995.00		
P.35	Fence Gap w/ Gate in Existing Fence	8.00	EA	972.00	7,776.00	1,135.65	9,085.20	1,000.00	8,000.00	375.00	3,000.00		
P.36	Fence Gap w/ 6-Wire Closure in Existing Fence	2.00	EA	864.00	1,728.00	1,135.65	2,271.30	1,800.00	3,600.00	900.00	1,800.00		
P.37	Aerial Crossing Fence Barrier	6.00	EA	3,661.92	21,971.52	2,570.75	15,424.50	1,000.00	6,000.00	750.00	4,500.00		
P.38	Trench Safety System	11,437.28	LF	0.45	5,146.78	0.57	6,519.09	0.10	1,143.73	0.50	5,718.64		
P.39	Storm Water Discharge Permit & SWP3	1.00	LS	28,482.00	28,482.00	15,594.00	15,594.00	30,000.00	30,000.00	1,000.00	1,000.00		
TOTAL AMOUNT OF CONTRACT BID					\$792,504.23		\$814,437.03		\$893,281.56		\$949,863.24		
Time of Completion (Calendar Days)					210 days		180 days		89 days		180 days		

BID TABULATION

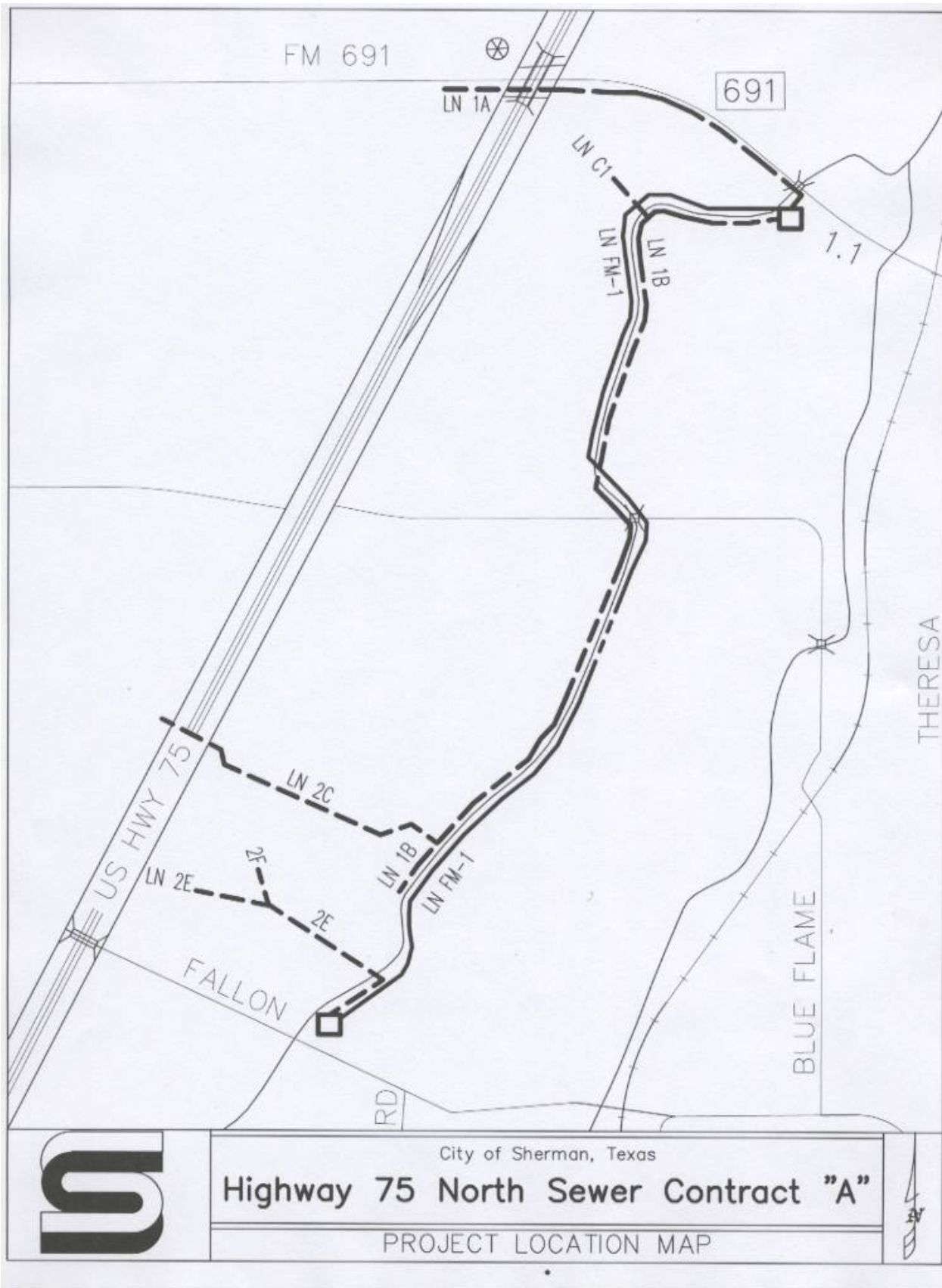
OWNER: Greater Texoma Utility Authority				Contractor	Davis Excavation, Inc.	Contractor	Morrow Construction Co.	Contractor	Dickerson Construction Co. Inc.	Contractor	WR Hodgson Co, LP
PROJECT: City of Sherman - Highway 75 North Sewer - Contract "A"				Address	3807 CO Rd. 276	Address	PO Box 158	Address	PO Box 181	Address	10165 CR 106
ENGINEER: Freeman-Millican, Inc. - Firm Registration No.: 2827				City, State	Melissa, TX 75454	City, State	Lavon, TX 75166	City, State	Celina, TX 75009	City, State	Celina
BID DATE: February 2, 2010				Phone	214-733-8042	Phone	214-808-1614	Phone	972-382-2123	Phone	972-382-4800
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	18" PVC Sewer Pipe 0'-8' Deep	18.00	LF	65.00	1,170.00	43.32	779.76	60.00	1,080.00	50.00	900.00
P.2	15" PVC Sewer Pipe 0'-8' Deep	427.60	LF	37.00	15,821.20	34.00	14,538.40	30.50	13,041.80	30.00	12,828.00
P.3	12" PVC Sewer Pipe 0'-10' Deep	1,282.91	LF	32.43	40,956.17	29.50	37,255.85	25.00	31,572.75	33.00	41,676.03
P.4	12" PVC Sewer Pipe 10'-16' Deep	585.09	LF	34.95	20,448.90	32.50	19,015.43	29.00	16,967.61	40.00	23,403.60
P.5	10" PVC Sewer Pipe 0'-10' Deep	385.60	LF	26.81	10,337.94	26.54	10,233.82	23.50	9,061.60	25.00	9,640.00
P.6	8" PVC Sewer Pipe 0'-10' Deep	2,300.01	LF	23.80	54,740.24	24.00	55,200.24	22.00	50,600.22	23.00	52,900.23
P.7	8" PVC Sewer Pipe 10'-12' Deep	173.81	LF	26.20	4,553.82	25.00	4,345.25	24.50	4,258.35	29.10	5,057.87
P.8	8" PVC Sewer Pipe 12'-18' Deep	47.60	LF	36.00	1,713.60	28.00	1,332.80	26.00	1,237.60	34.50	1,642.20
P.9	15" PVC Sewer Pipe & 10" PVC Force Main 0'-8' Deep	313.22	LF	52.38	16,406.46	48.32	15,134.79	43.50	13,625.07	57.40	17,978.83
P.10	12" PVC Sewer Pipe & 10" PVC Force Main 0'-8' Deep	3,098.90	LF	47.30	146,577.97	44.30	137,281.27	42.00	130,153.80	48.70	150,916.43
P.11	10" PVC Sewer Pipe & 10" PVC Force Main 0'-10' Deep	1,838.43	LF	37.32	68,610.21	40.25	73,996.61	39.50	72,617.99	41.10	75,569.47
P.12	10" PVC Sewer Pipe & 10" PVC Force Main 10'-13' Deep	113.48	LF	37.32	4,235.07	41.50	4,709.42	39.50	4,482.46	48.80	5,537.82
P.13	10" PVC Force Main 0'-8' Deep	757.63	LF	26.78	20,289.33	30.00	22,728.90	26.50	20,077.20	30.75	23,297.12
P.14	12" PVC Sewer Pipe in Existing 20" Steel Encasement	330.00	LF	32.54	10,738.20	38.58	12,731.40	35.00	11,550.00	30.90	10,197.00
P.15	12" PVC Sewer Pipe in 18" Steel Encasement & 10" PVC Force Main in 18" Steel Encasement 0'-8' Deep by Open	40.00	LF	231.54	9,261.60	149.43	5,977.20	180.00	7,200.00	125.00	5,000.00
P.16	8" PVC Sewer Pipe in 18" Steel Encasement 6'-18' Deep by	75.00	LF	107.30	8,047.50	80.00	6,000.00	85.00	6,375.00	70.00	5,250.00
P.17	8" PVC Sewer Pipe in 18" Steel Encasement by Boring	510.00	LF	275.70	140,607.00	375.00	191,250.00	375.00	191,250.00	327.30	166,923.00
P.18	Aerial Crossing at Sta. 1+53.00 Line 1B & FM-1	185.00	LF	191.50	35,427.50	190.00	35,150.00	240.00	44,400.00	230.00	42,550.00
P.19	Aerial Crossing at Sta. 23+30.50 Line 1B & FM-1	70.00	LF	234.35	16,404.50	160.00	11,200.00	230.00	16,100.00	250.00	17,500.00
P.20	Aerial Crossing at Sta. 52+51.00 Line 1B & FM-1	63.00	LF	253.00	15,939.00	190.00	11,970.00	225.00	14,175.00	250.00	15,750.00
P.21	Aerial Crossing at Sta. 2+52.00 Line 1C	42.00	LF	144.00	6,048.00	82.00	3,444.00	135.00	5,670.00	170.00	7,140.00
P.22	Aerial Crossing at Sta. 12+58.00 Line 2C	86.00	LF	100.00	8,600.00	86.00	7,396.00	135.00	11,610.00	115.00	9,890.00
P.23	Aerial Crossing at Sta. 0+23.50 Line 2F	53.00	LF	140.00	7,420.00	86.00	4,558.00	135.00	7,155.00	140.00	7,420.00
P.24	Aerial Crossing at Sta. 57+89.00 Line FM1	56.00	LF	150.00	8,400.00	108.00	6,048.00	140.00	7,840.00	175.00	9,800.00
P.25	24" Φ Concrete Piers at Aerial Crossings	241.00	VF	76.00	18,316.00	365.00	87,965.00	250.00	60,250.00	225.00	54,225.00
P.26	4' Φ Manholes 0'-7' Deep	22.00	EA	2,675.00	58,850.00	2,138.00	47,036.00	2,650.00	58,300.00	4,000.00	88,000.00
P.27	4' Φ Manholes 7'-11' Deep	16.00	EA	2,675.00	42,800.00	2,345.00	37,520.00	3,250.00	52,000.00	4,300.00	68,800.00
P.28	Gas Vent Assembly for Manhole	4.00	EA	617.00	2,468.00	750.00	3,000.00	750.00	3,000.00	750.00	3,000.00
P.29	Class "G" Embedment	235.00	LF	23.00	5,405.00	25.00	5,875.00	60.00	14,100.00	32.00	7,520.00
P.30	Reinforced Concrete Rip-Rap	200.00	SY	54.00	10,800.00	55.00	11,000.00	82.50	16,500.00	47.00	9,400.00
P.31	Stabilize Finished Grade w/ 10-20% Slopes	1,450.00	SY	12.00	17,400.00	3.00	4,350.00	2.50	3,625.00	2.60	3,770.00
P.32	Stabilize Finished Grade w/ Slope > 20%	750.00	SY	12.00	9,000.00	15.00	11,250.00	35.00	26,250.00	3.70	2,775.00
P.33	Crushed Stone Trench Foundation	100.00	CY	30.00	3,000.00	35.00	3,500.00	20.00	2,000.00	37.00	3,700.00
P.34	Asphalt Pavement Replacement	21.00	SY	108.00	2,268.00	85.00	1,785.00	60.00	1,260.00	47.00	987.00
P.35	Fence Gap w/ Gate in Existing Fence	8.00	EA	4,000.00	32,000.00	1,850.00	14,800.00	750.00	6,000.00	2,100.00	16,800.00
P.36	Fence Gap w/ 6-Wire Closure in Existing Fence	2.00	EA	4,000.00	8,000.00	850.00	1,700.00	150.00	300.00	500.00	1,000.00
P.37	Aerial Crossing Fence Barrier	6.00	EA	1,200.00	7,200.00	1,050.00	6,300.00	2,200.00	13,200.00	2,600.00	15,600.00
P.38	Trench Safety System	11,437.28	LF	1.00	11,437.28	1.00	11,437.28	1.00	11,437.28	1.00	11,437.28
P.39	Storm Water Discharge Permit & SWP3	1.00	LS	50,000.00	50,000.00	15,000.00	15,000.00	27,500.00	27,500.00	45,000.00	45,000.00
TOTAL AMOUNT OF CONTRACT BID					\$951,698.49		\$954,795.61		\$987,823.73		\$1,050,771.89
Time of Completion (Calendar Days)					240 days		180 days		270 days		200 days

BID TABULATION

OWNER: Greater Texoma Utility Authority				Contractor		PCI Construction, Inc.		Contractor		W. Brown Enterprises, Inc.		Contractor		Atkins Brothers	
PROJECT: City of Sherman - Highway 75 North Sewer - Contract 'A'				Address		405 Interchange		Address		2905 N. First Ave		Address		918 W Marshall	
ENGINEER: Freeman-Milican, Inc. - Firm Registration No.: 2827				City, State		McKinney, TX 75071		City, State		Durant, OK 74701		City, State		Grand Prairie, TX 75051	
BID DATE: February 2, 2010				Phone		972-562-2762		Phone		580-931-7442		Phone		972-647-8890	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
P.1	18" PVC Sewer Pipe 0'-8' Deep	18.00	LF	39.20	705.60	84.00	1,512.00	60.00	1,080.00						
P.2	15" PVC Sewer Pipe 0'-8' Deep	427.60	LF	29.60	12,656.96	41.50	17,745.40	85.00	27,794.00						
P.3	12" PVC Sewer Pipe 0'-10' Deep	1,262.91	LF	25.80	32,583.08	37.33	47,144.43	58.00	74,511.69						
P.4	12" PVC Sewer Pipe 10'-16' Deep	585.09	LF	29.70	17,377.17	50.10	29,313.01	110.00	64,359.90						
P.5	10" PVC Sewer Pipe 0'-10' Deep	385.60	LF	23.50	9,061.60	35.09	13,530.70	60.00	23,136.00						
P.6	8" PVC Sewer Pipe 0'-10' Deep	2,300.01	LF	21.40	49,220.21	33.64	77,372.34	55.00	126,500.55						
P.7	8" PVC Sewer Pipe 10'-12' Deep	173.81	LF	23.00	3,997.63	44.36	7,710.21	66.00	11,471.46						
P.8	8" PVC Sewer Pipe 12'-18' Deep	47.60	LF	25.20	1,199.52	59.19	2,817.44	76.00	3,617.60						
P.9	15" PVC Sewer Pipe & 10" PVC Force Main 0'-8' Deep	313.22	LF	46.90	14,690.02	64.85	20,312.32	96.00	30,069.12						
P.10	12" PVC Sewer Pipe & 10" PVC Force Main 0'-8' Deep	3,098.90	LF	44.40	137,591.16	62.09	192,410.70	91.00	281,999.90						
P.11	10" PVC Sewer Pipe & 10" PVC Force Main 0'-10' Deep	1,838.43	LF	40.60	74,640.26	60.30	110,857.33	90.00	165,458.70						
P.12	10" PVC Sewer Pipe & 10" PVC Force Main 10'-13' Deep	113.48	LF	44.00	4,993.12	74.69	8,475.82	110.00	12,482.80						
P.13	10" PVC Force Main 0'-8' Deep	757.63	LF	24.20	18,334.65	38.31	29,024.81	58.00	44,700.17						
P.14	12" PVC Sewer Pipe in Existing 20" Steel Encasement	390.00	LF	32.60	10,758.00	33.15	10,939.50	30.00	9,900.00						
P.15	12" PVC Sewer Pipe in 18" Steel Encasement & 10" PVC Force Main in 18" Steel Encasement 0'-8' Deep by Open	40.00	LF	155.80	6,232.00	238.25	9,530.00	80.00	3,200.00						
P.16	8" PVC Sewer Pipe in 18" Steel Encasement 6'-18' Deep by	75.00	LF	93.30	6,997.50	98.00	7,350.00	100.00	7,500.00						
P.17	8" PVC Sewer Pipe in 18" Steel Encasement by Boring	510.00	LF	552.40	281,724.00	400.00	204,000.00	490.00	249,900.00						
P.18	Aerial Crossing at Sta. 1+53.00 Line 1B & FM-1	185.00	LF	191.10	35,353.50	263.00	48,655.00	400.00	74,000.00						
P.19	Aerial Crossing at Sta. 23+30.50 Line 1B & FM-1	70.00	LF	217.40	15,218.00	320.00	22,400.00	200.00	14,000.00						
P.20	Aerial Crossing at Sta. 32+51.00 Line 1B & FM-1	63.00	LF	225.30	14,193.90	432.00	27,216.00	360.00	22,680.00						
P.21	Aerial Crossing at Sta. 2+52.00 Line 1C	42.00	LF	118.60	4,981.20	276.00	11,592.00	500.00	21,000.00						
P.22	Aerial Crossing at Sta. 12+58.00 Line 2C	86.00	LF	109.40	9,408.40	183.25	15,759.50	480.00	39,560.00						
P.23	Aerial Crossing at Sta. 0+23.50 Line 2F	53.00	LF	114.90	6,089.70	277.75	14,720.75	400.00	21,200.00						
P.24	Aerial Crossing at Sta. 57+89.00 Line FM1	56.00	LF	154.60	8,657.60	295.71	16,559.76	400.00	22,400.00						
P.25	24" Concrete Piers at Aerial Crossings	241.00	VF	188.00	45,308.00	140.00	33,740.00	70.00	16,870.00						
P.26	4" Manholes 0'-7' Deep	22.00	EA	3,746.00	82,412.00	2,500.00	55,000.00	5,000.00	110,000.00						
P.27	4" Manholes 7'-11' Deep	16.00	EA	5,104.00	81,664.00	3,000.00	48,000.00	5,500.00	88,000.00						
P.28	Gas Vent Assembly for Manhole	4.00	EA	1,408.00	5,632.00	500.00	2,000.00	600.00	2,400.00						
P.29	Class 'G' Embedment	235.00	LF	53.00	12,455.00	33.20	7,802.00	20.00	4,700.00						
P.30	Reinforced Concrete Rip-Rap	200.00	SY	61.00	12,200.00	40.00	8,000.00	60.00	12,000.00						
P.31	Stabilize Finished Grade w/ 10-20% Slopes	1,450.00	SY	6.00	8,700.00	10.00	14,500.00	7.00	10,150.00						
P.32	Stabilize Finished Grade w/ Slopes > 20%	750.00	SY	8.00	6,000.00	4.00	3,000.00	7.00	5,250.00						
P.33	Crushed Stone Trench Foundation	100.00	CY	28.00	2,800.00	70.00	7,000.00	4.00	400.00						
P.34	Asphalt Pavement Replacement	21.00	SY	66.00	1,386.00	49.50	1,039.50	20.00	420.00						
P.35	Fence Gap w/ Gate in Existing Fence	8.00	EA	2,640.00	21,120.00	2,000.00	16,000.00	2,000.00	16,000.00						
P.36	Fence Gap w/ 6-Wire Closure in Existing Fence	2.00	EA	990.00	1,980.00	1,000.00	2,000.00	1,500.00	3,000.00						
P.37	Aerial Crossing Fence Barrier	6.00	EA	2,750.00	16,500.00	1,200.00	7,200.00	3,000.00	18,000.00						
P.38	Trench Safety System	11,437.28	LF	0.40	4,574.91	1.00	11,437.28	1.00	11,437.28						
P.39	Storm Water Discharge Permit & SWP3	1.00	LS	3,850.00	3,850.00	2,000.00	2,000.00	20,000.61	20,000.61						
TOTAL AMOUNT OF CONTRACT BID					\$1,083,246.69		\$1,165,667.80		\$1,671,149.78						
Time of Completion (Calendar Days)					120 days		NO BID days		240 days						



David E. Gattis
2-3-2010





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5461**

**Authorizing Execution of a Professional Services Agreement with
Perkins Engineering Consultants, Inc. for the Design of Clarifier Domes and
Equalization Basin Mixer Improvements at the Wastewater Treatment Plant**

Issue

To consider a contract for professional engineering services with Perkins Engineering Consultants, Inc. for the design of Clarifier Domes and Equalization Basin Mixer Improvements at the Wastewater Treatment Plant

Background

The current Capital Improvement Program contains the Wastewater Plant Improvements. Engineering services are required to design the improvements in a timely manner.

Origination

Utilities and Engineering, Department 119

Financial Consideration

The fee for engineering services will be \$93,700.00. This project is funded through the Greater Texoma Utility Authority.

Staff Recommendation

It is recommended that the contract for professional engineering services with Perkins Engineering Consultants, Inc., to design the Clarifier Domes and Equalization Basin Mixer Improvements at the Wastewater Treatment Plant, be approved.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5461

Contract for Professional Services

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

RESOLUTION NO. 5461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PERKINS ENGINEERING CONSULTANTS, INC. FOR THE DESIGN OF CLARIFIER DOMES AND EQUALIZATION BASIN MIXER IMPROVEMENTS 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 Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a Professional Services Agreement with Perkins Engineering Consultants, Inc. for the design of Clarifier Domes and Equalization Basin Mixer Improvements at the Wastewater Treatment Plant, 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 _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **2010 WASTEWATER TREATMENT PLANT IMPROVEMENTS** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

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

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

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1".

5. **ACCESS TO THE SITE:** City agrees to provide access to the Project area necessary for Engineer to complete his work.

6. **Insurance.** Engineer agrees to procure the following insurance:

- a. Workers' Compensation as required by law.
- b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

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

7. **Indemnity and Duty to Defend.**

A. ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE. THIS AGREEMENT DOES NOT WAIVE, NOR SHALL IT BE DEEMED TO WAIVE, ANY IMMUNITY OR DEFENSE, INCLUDING, BUT NOT LIMITED TO,

GOVERNMENTAL IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE TO THE CITY AGAINST CLAIMS ARISING FROM THE EXERCISE OF GOVERNMENTAL POWERS AND FUNCTIONS.

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

C. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

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

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports,

photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

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

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

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

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

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

Perkins Engineering Consultants, Inc.
5850 Interstate 20 West, Suite 110
Arlington, Texas 76017
Attn: Mark A. Perkins, P.E. President

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

14. Miscellaneous.

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

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

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

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

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

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

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER:
PERKINS ENGINEERING
CONSULTANTS, INC.

BY: _____
George Olson
City Manager

BY: _____
Mark A. Perkins, P.E.
President

DATE:

DATE:

APPROVED AS TO FORM:

Brandon S. Shelby City Attorney

EXHIBIT 1

PERKINS ENGINEERING CONSULTANTS, INC.

City Of Sherman, Texas

2010 Wastewater Treatment Plant Improvements

Scope of Professional Services

Engineer shall provide the following services related to improvements of the City of Sherman Wastewater Treatment Plant biological clarifiers and equalization basin (PROJECT):

TASK I – DETAILED DESIGN

- (1) PROJECT Initiation Meeting:
 - (a) Attend a PROJECT initiation meeting with CITY and consultant staff to review the scope of work, to verify the CITY'S requirements for the PROJECT, to review available data, and to review the PROJECT schedule and deliverables.
 - (b) Prepare a schedule showing key PROJECT milestones and update monthly.
- (2) Conduct a design phase initiation meeting and hold design phase progress meetings with the CITY on approximately a monthly basis for a 4-month design period.
- (3) Prepare detailed plans, technical specifications, contract documents, designs and layouts of improvements to be constructed, generally as described below.
- (4) Provide updated opinions of cost for budget purposes at approximately sixty percent (60%) and ninety percent (90%) complete milestones, and prepare a detailed statement of final opinion of probable construction cost. The ENGINEER'S projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The ENGINEER does not warrant the accuracy of the opinion of probable construction cost.
- (5) Facilities to be designed will generally consist of the following:
 - (a) New aluminum dome covers on three (3) existing 100-foot diameter biological (secondary) clarifiers for algae control. Design is expected to include interior lighting and supply ventilation. Layout drawings and detailed specifications will be provided; detailed design of the covers will be by the cover manufacturer.
 - (b) Replacement of four (4) submerged mixers in the existing equalization basin, including replacement of electrical conduit to the mixers to be replaced.

- (6) Furnish up to five (5) sets of plans (half-size), specifications, and contract documents at approximately sixty percent (60%) and ninety-five percent (95%) (final review) completion points.
- (7) Submit as requested by the CITY plans, specifications, and contract documents to applicable regulatory agencies for approval.
- (8) Assist the CITY in the preparation of formal contract documents for the construction.
- (9) Revisions to the plans, specifications, or bid proposal made after approval by the CITY will be made as SPECIAL SERVICES.

TASK III - ADVERTISEMENT PHASE SERVICES

- (1) Assist the CITY in securing bids, issuing notice to bidders, and notifying construction news publications. The notice to bidders will be furnished to the CITY for publication in the local news media. The cost for publications shall be paid by the CITY. The ENGINEER will distribute bidding documents or have them available by electronic means. The income from the sale of the documents will be used to offset the cost. Providing additional documents will be a SPECIAL SERVICE.
- (2) Furnish electronic (pdf) sets of plans and specifications to up to five (5) plan rooms to be identified by the CITY. Furnish sets of half-size construction plans, specifications, and contract documents for the PROJECT to prospective bidders as required. The non-refundable deposit received from prospective bidders for receipt of plans, specifications, and contract documents will be retained by ENGINEER to offset the ENGINEER'S cost of printing, distributing and handling said documents. Provide a copy of final documents on CD in electronic file format (PDF and/or AutoCAD).
- (3) Assist the prospective bidders in interpreting the construction plans and specifications through the preparation and issuance of addenda, and assist the CITY in the opening, tabulation, and analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the CITY.
- (4) Prepare for and participate in up to one (1) pre-bid conference at the PROJECT site.
- (5) Prepare conformed documents by adding the addendum items to the contract documents. Provide two (2) full-size conformed sets and five (5) half-size sets to the CITY and one (1) full-size conformed set and two (2) half-size sets to the Contractor. Provide a copy on CD of final documents in electronic file format (PDF).

TASK IV - CONSTRUCTION PHASE SERVICES

The BASIC ENGINEERING SERVICES will be performed based upon a six (6) month construction schedule to substantial completion. If general construction representation services are required for greater than a 6-month duration or beyond March 1, 2011, through no fault of ENGINEER, ENGINEER shall be entitled to additional compensation.

- (1) Participate in conferences with the CITY and its authorized representatives regarding the PROJECT.
- (2) Assist in conducting pre-construction conferences with the Contractor, review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract, and review the proposed estimate of monthly cost requirements of the PROJECT, as prepared by the Contractor.
- (3) Make up to five visits to the construction site beginning with the date of execution of a construction contract by the CITY to observe the progress and the quality of construction work. If the ENGINEER is asked to visit the site more frequently, the requested visits shall be considered a SPECIAL SERVICE and the ENGINEER shall be entitled to additional compensation. Visits are anticipated to coincide with construction progress meetings to be held approximately monthly. In performing these services, the ENGINEER shall endeavor to guard the CITY against apparent defects and deficiencies in the permanent work constructed by the Contractor but the ENGINEER does not guarantee the performance of the Contractor. The ENGINEER shall not be required to make continuous daily on-site observations to check the quality or quantity of the construction work. The ENGINEER shall not be responsible for the construction performance, programs, or for any safety precautions utilized in connection with the construction work. The ENGINEER shall not be responsible for the Contractor's failure to execute the work in accordance with the construction contract. However, if the ENGINEER observes construction conditions not in conformance with construction contract documents, ENGINEER shall have CITY to recommend rejection of work which does not conform to the construction contract documents whenever, in his opinion, ENGINEER considers it necessary or advisable to insure the proper implementation of the intent of the construction contract documents in accordance with generally accepted engineering practices. The ENGINEER shall have the CITY to require special inspection or testing of any work in accordance with the provisions of construction contract documents whether or not such work is then fabricated, installed, or completed. The ENGINEER shall notify the CITY, in writing, of any actions taken under this paragraph.
- (4) Prepare logs of construction documents and write and distribute meeting minutes for the monthly construction progress meetings.
- (5) Advise and consult with CITY, issue all instructions to the Contractor requested by the CITY, prepare routine change orders as required, and keep the CITY informed of the progress of the work as required by the construction contract documents.
- (6) Review monthly and final estimates for payment to Contractor based on quantities submitted by the Contractor as approved by the CITY'S on-site representative.

- (7) Assist representatives of the CITY with final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the construction documents, and approve, in writing, final payment to the Contractor.
- (8) The ENGINEER shall be, in the first instance, the interpreter of the requirements of the construction contract documents and the impartial judge of the performance thereunder by both the CITY and the Contractor. At the written request of the CITY, the ENGINEER will be required to make certain interpretations of the contract documents. These interpretations shall be in the form of written recommendations and conclusions sent to the appointed representative of the CITY.
- (9) The ENGINEER shall not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the work on the PROJECT, except those employees, agents, and Subcontractors of the ENGINEER. In the event of a conflict between this requirement any other contractual provisions of this AGREEMENT, the other contractual provisions shall prevail.
- (10) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill test reports, or material and equipment and other data which the Contractor submits. This review is for the benefit of the CITY and covers only general compliance with the information given by the construction contract documents. It does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the construction contract documents.
- (11) Perform engineering services for field and laboratory tests of soils, foundations, materials, and controls as follows:
 - (a) Establish the scope and criteria for all necessary soil borings, soil testing, foundation investigations, material sampling, material testing, and other applicable test procedures, which in the opinion of the ENGINEER are required for construction control to demonstrate compliance by the Contractor with the plans and specifications. The CITY will be advised on all such matters. The ENGINEER shall recommend a qualified materials testing laboratory to the CITY for use on the PROJECT.
 - (b) Revise construction drawings (unless complete redrawing is required) with the assistance of the CITY'S Construction Services Project Representative to conform with construction records based on the field-marked drawings from the construction contractor. Furnish one (1) full-size set of construction drawings on reproducible media within three (3) months following completion of the PROJECT and receipt of the field-marked drawings from the construction contractor. Provide a copy on CD of final documents in electronic file format such as Word, PDF, and/or AutoCAD.

Special Engineering Services

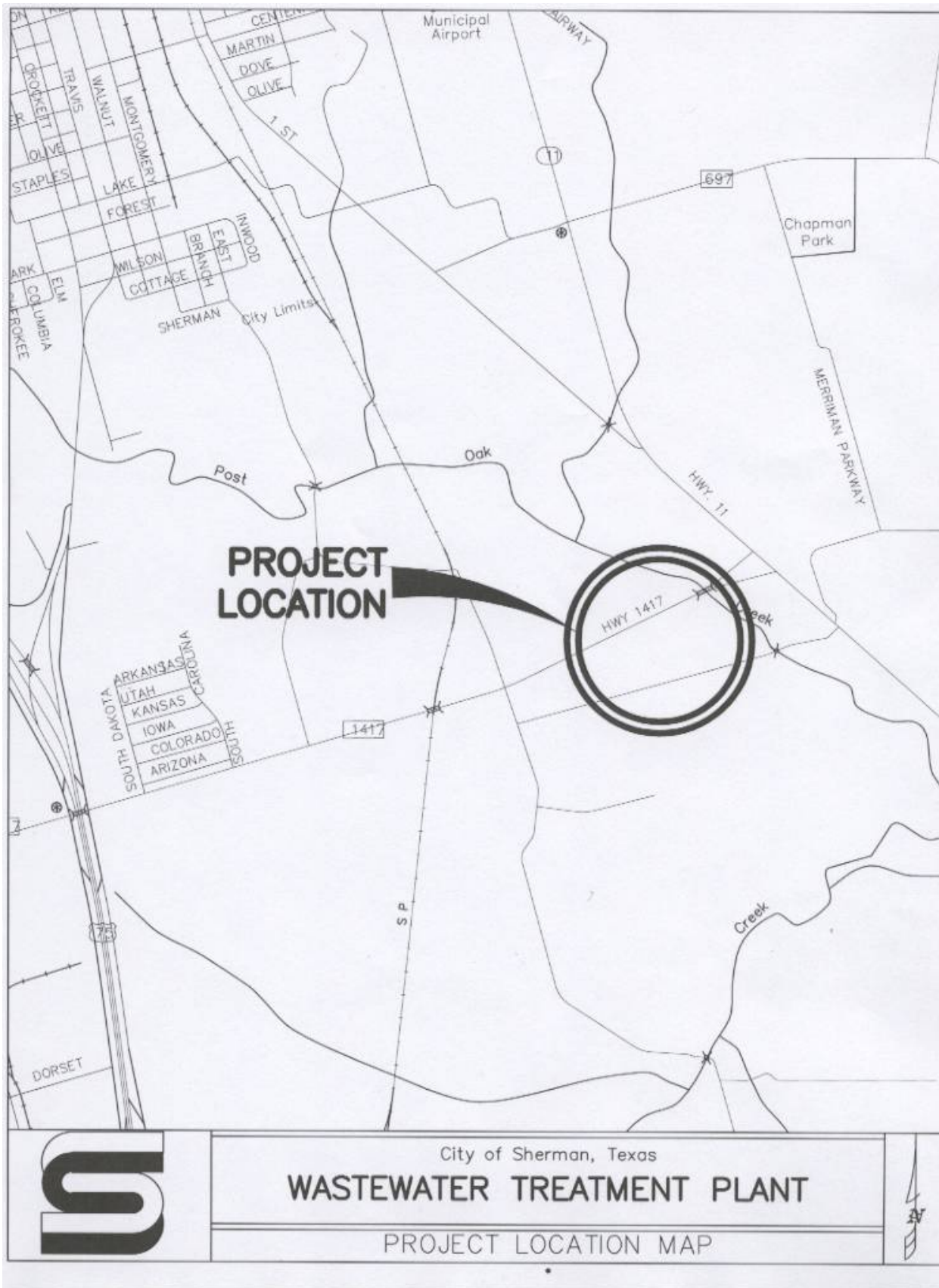
Various SPECIAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES described above preceding, which may be performed or arranged for separately by the CITY, or may be added to the ENGINEER'S responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

- (1) Prepare to serve or serve as an expert witness on behalf of the CITY in connection with any public hearings or legal proceedings.
- (2) Perform subsurface excavation in the event such excavation is required to locate existing facilities.
- (3) Prepare legal descriptions and plats.
- (4) Perform geotechnical assessments to determine soil, water table, or trenching characteristics.
- (5) Furnish construction plans and specifications in excess of those sets provided in basic services.
- (6) Complete redrawing of construction plan sheets, if required as a result of changes made in the scope of the construction contract after submission of final plans to CITY.
- (7) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions.
- (8) Coordinate with landowners for right of entry or other PROJECT related requirements.
- (9) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

Compensation

Engineer's compensation for this work will be billed on a lump sum basis and will not exceed the following fee ceilings without prior written approval from the City:

TASK I - DETAILED DESIGN	\$61,600
TASK II - ADVERTISEMENT PHASE SERVICES	\$8,200
TASK III - CONSTRUCTION PHASE SERVICES	\$23,900
TOTAL	\$93,700





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5462**

**Authorizing Execution of an Engineering Services Agreement
with Teague, Nall and Perkins, Inc. for the Design of Loy Lake Road Improvements
from U.S. Highway 82 to Pecan Grove Road**

Issue

To consider the execution of an agreement with Teague, Nall and Perkins, Inc. to prepare engineering design plans and specifications for rebuilding a section of Loy Lake Road

Background

Several months ago, the City Council approved a change in the Thoroughfare Improvement Program to eliminate planned work on a small section of Center Street in favor of making improvements to Loy Lake Road from U.S. Highway 82 to just south of Pecan Grove Road. The Loy Lake Road project will include reconstructing the road in concrete, providing a center turn lane, and evaluating the intersection at Gallagher Road to include a possible new entrance into Sam's Club. This project will complete improvements on Loy Lake Road from Texoma Parkway to U.S. Highway 75.

Origination

Public Works Department

Financial Consideration

Funds for the design and construction of this project will be provided through street sales tax funds and the Woodmont Development TIF 2 fund.

Staff Recommendation

Authorize the City Manager to execute an agreement with Teague, Nall and Perkins, Inc. in the amount of \$100,900.00 for the preparation of design plans, specifications, and construction drawings as specified in the attached scope of services.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5462

Engineering Services Agreement w/attachments

Aerial map of project location

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH TEAGUE, NALL AND PERKINS, INC. FOR THE DESIGN OF LOY LAKE ROAD IMPROVEMENTS FROM U.S. HIGHWAY 82 TO PECAN GROVE ROAD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute an Engineering Services Agreement with Teague, Nall and Perkins, Inc. for the preparation of an engineering design to improve Loy Lake Road from U.S. Highway 82 to Pecan Grove Road, in accordance with the specifications and conditions of the documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with **LOY LAKE ROAD FROM HIGHWAY 82 TO PECAN GROVE ROAD** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

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

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

- 1. Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 2. Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
- 3. Contracts.** Any contracts for contractors or subcontractors for services rendered under this Agreement shall be in a contract form provided and approved by the City Attorney.
- 4. Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
- 5. Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "A and its attachments". The contract amount specified in Exhibit "A" shall not be exceeded without the written permission of the City.
- 6. Insurance.** Engineer agrees to procure the following insurance:

- a. Workers' Compensation as required by law.
- b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

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

7. Indemnity and Duty to Defend.

A. ENGINEER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ENGINEER AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ENGINEER IS LEGALLY RESPONSIBLE.

B. ENGINEER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL CLAIMS FOR WHICH THE CITY BECOMES LIABLE. IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY ENGINEER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH A RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING BY THE CITY MANAGER, APPROVED BY THE INTERIM CITY ATTORNEY, AND PROPERLY AUTHORIZED BY THE CITY'S COUNCIL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO

OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS CONTRACT. ENGINEER SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY IN DEFENSE OF CLAIMS FOR WHICH ENGINEER IS LIABLE UNDER THIS PARAGRAPH.

C. THIS INDEMNIFICATION AND DUTY TO DEFEND IS SUBJECT TO AND DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW, AND ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

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

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

11. Ownership of Documents. Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and

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

12. Special Terms or Conditions. None

13. Complete Contract. This Agreement, including Exhibits "A and its attachments", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "A" conflict with this Agreement, the provisions in the Agreement control over the provisions in the exhibits. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

Jeff Miller
Director of Public Works
P.O. Box 1106
Sherman, TX. 75090

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

Chris Schmitt, P.E.
Teague, Nall & Perkins, Inc.
200 N Travis St # 500
Sherman, TX 75090
(903) 870-1089

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

15. Miscellaneous.

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

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

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

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

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

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

SIGNED on the date indicated below.

CITY OF SHERMAN

**ENGINEER
TEAGUE, NALL AND PERKINS, INC.**

BY: _____
George Olson
City Manager

BY: _____
Chris Schmitt, P.E.
Office Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
Brandon Shelby
City Attorney



Civil Engineering | Surveying | Landscape Architecture | Planning

**EXHIBIT A
AUTHORIZATION FOR PROFESSIONAL SERVICES**

PROJECT NAME: Loy Lake Road Reconstruction from US 82 to Pecan Grove Road

TNP PROJECT NUMBER: SHN #####

CLIENT: Jeff Miller
Public Works Director

ADDRESS: City Of Sherman
P.O. Box 1106
Sherman, TX 75091-1106
903 892 7315 (P)
903 870-4045 (F)

The City of Sherman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the ENGINEER) to perform the following services:

Article I

SCOPE: Provide Engineering Services for the reconstruction of Loy Lake Road from US Hwy 82 north to Pecan Grove Road (Attachment D)

COMPENSATION to be on a basis of the following

BASIC SERVICES: The CLIENT agrees to compensate the ENGINEER as follows:

PHASE 1

Phase 1 will include the design of Loy Lake Road from US 82 to Pecan Grove Road.

PHASE 2

Phase 2 of this project will include the redesign of the existing commercial (Sam's Club) driveway and signal at the intersection of Gallagher and Loy Lake Road.

A detailed scope of services is provided in Attachment A.

#	TASK	PH I FEE	PH II FEE ⁽²⁾
1	Preliminary Engineering	\$ 8,000.00	\$ 3,200.00
2	Final Engineering	\$ 59,500.00	\$ 15,000.00
3	Bidding Phase Services	\$ 4,000.00	\$ 1,000.00
4	Construction Services ~ (Reimbursable, ⁽¹⁾)	\$ 8,000.00	\$ 2,200.00
Subtotal		\$ 79,500.00	\$ 21,400.00
(1) - All Construction Services will be reimbursable with not to exceed budget w/o prior written approval from City. (2) - Phase II Services ~ Reimbursable with not to exceed budget w/o prior written approval from City.			

Direct expenses associated with this agreement shall be reimbursed by the CLIENT. Direct expenses include printing, plotting, reproduction, postage, courier service, photos and binding charges.

For non-labor and subcontract expenses, the CLIENT shall reimburse the ENGINEER at actual costs times a multiplier of 1.10. All city fees, newspaper advertisements fees, permitting fees, or any fee applied by third party entities shall be the responsibility of the CLIENT. Fees paid by the ENGINEER shall be reimbursed by the CLIENT.

1. **ADDITIONAL SERVICES:** Services provided by the ENGINEER which are not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates. Examples of **ADDITIONAL SERVICES** are shown on Attachment 'B'.
2. **BASIC SERVICES** and **EXTRA SERVICES** shall be billed monthly based on the percentage of work complete. The CLIENT shall pay promptly upon receipt of invoice. Delays of payment in excess of 21 days after receiving the invoice or 30 days of the invoice date may result in cessation of services until full payment is received. Time shall be added to the project schedule for any work stoppages resulting from the CLIENT'S failure to render timely payment.

Agreement to this contract acknowledges available funding for the proposed engineering and surveying services. Payment for engineering and surveying services shall not be contingent upon the CLIENT'S available project-specific funds, or anticipated future funding.

SCHEDULE: The proposed services shall begin within 5 working days of authorization to proceed.

SUPPLEMENTAL PROVISIONS: The attached supplemental provisions are incorporated and made a part of this agreement.

Please execute and return a signed copy for our files.

Approved by CLIENT:

George Olson

City Manager

By: _____

Title: _____

Date: _____

Accepted by:

Teague Nall and Perkins, Inc.

By: Chris Schmitt

Title: Principal

Date: January 12, 2010

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. ENGINEER'S OPINION OF PROBABLE COST

Any cost opinions provided by TNP, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures TNP, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost opinions.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. TNP shall deliver all such work to CLIENT in all then existing forms, including electronic CAD systems. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either CLIENT or TNP, Inc. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization shall include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable within 30 days of receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by TNP, Inc. if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

15. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.

16. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for site safety.

17. DRAINAGE CLAUSE

TNP, Inc. In the performance of its services may be required to assess the impact of the Project on neighboring property owners. The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

18. CONSTRUCTION MEANS AND METHODS

Means and methods of construction are the sole responsibility of the contractor.

ATTACHMENT 'A'

SCOPE OF BASIC SERVICES

Professional engineering services will be provided in the following phases:

PHASE I – LOY LAKE ROAD

Part I Topographic Survey

Topographic Survey services shall be provided by OWNER.

Part II Preliminary Engineering

Preliminary Engineering services for the reconstruction of Loy Lake Road from US Hwy 82 north to Pecan Grove Road will include the following:

1. The ENGINEER will collect, compile, and evaluate available data from the City or other entities that provide existing information related to the design of the project. The ENGINEER will make an effort to obtain as-built, record, and/or future plans for the following facilities in the project area including:
 - a. Culverts
 - b. Roadway
 - c. Water Lines
 - d. Sanitary Sewer Lines
 - e. Storm Drain Lines
 - f. Telephone and Cable TV Underground and/or Overhead Lines
 - g. Electric Underground and/or Overhead Lines
 - h. Gas Lines
 - i. Other Utilities Known to Serve the Project Area
2. The ENGINEER will prepare and provide a location map/schematic plan to the CITY for distribution to affected utility companies. The schematics will be used by the utility companies to show approximate locations of their facilities that are, or may be, affected by the project.
3. The ENGINEER will attempt to identify potential utility conflicts from available information and provide this information to utility companies.
4. ENGINEER shall review traffic signal configuration at the intersection of Loy Lake and Gallagher, US 82 frontage road, and E. Lasalle Drive for potential conflicts to proposed road improvements.
5. Based on information obtained during tasks noted above, ENGINEER shall provide costs estimates for Final Construction.
6. The ENGINEER will compile the preliminary information obtained above for later use in the field to help surveyors tie existing utility features and appurtenances visible on the ground surface. Relevant field tied information will be shown on the paving and drainage plans, as appropriate.

Part III Final Engineering

BASIS FOR SCOPE OF SERVICES

The following assumptions were used by the ENGINEER for the preparation of the scope of Basic Services and Special Services for this project and the determination of fees. In the event that there are changes to the scope of work, a contract amendment may be necessary to adjust the fees.

1. The project will be designed to reconstruct the existing pavement on Loy Lake Road from Pecan Grove Road to SH 82 frontage road.
2. The new pavement section will consist of a 36' F-F concrete curb and gutter road with a center continuous left turn lane. The 1988 Comprehensive Master plan indicated this section of Loy Lake requiring 5 lanes at ultimate build out. According to the Master Thorough Plan contained in the 1988 Comp Plan the 5 lane section would require 80' ROW and a 60' pavement section.
 - i. Within the last 5 years Loy Lake has been improved both south and north of this project. Both of those projects included the construction of a 36' F-F section.
 - ii. Per our discussions with City staff we are proposing the 36' F-F section in order to ensure continuity with the existing improvements.
 - iii. The new design will also attempt to incorporate protected right turn deceleration lanes at the intersection of Loy Lake Road and the west bound frontage road of US 82.
3. We understand that the necessary ROW is already in place to accommodate this road section. We will work with the City as necessary in order to verify which parcels, if any, need further action.
4. Right-of-way (ROW) negotiations or acquisition is not a part of the scope of this agreement. We understand that most ROW and easement documents have already been prepared as part of the initial phase of this project. If additional easements are required we request that those be billed as reimbursable on a case by case basis
5. Sidewalks shall be provided within the parkway and shall be generally located 1' within the ROW.
6. Engineer will coordinate with TxDOT order to provide any required adjustments to the existing traffic signal at SH 82 frontage road(s) as needed to accommodate the proposed improvements.
7. We do not anticipate the need for a noise survey, and have not included one in our scope.
8. Because the existing roadway is being reconstructed we do not anticipate the need for a permit from the State Antiquities Commission.
9. The project will be designed and constructed in accordance with the City of Sherman 's current standard specifications, drainage design criteria and pavement design criteria. This agreement is based on design in accordance with City standards, and review by City of Sherman staff only with the exception of the work SH 82 frontage road(s) which will also be reviewed by TxDOT.
10. No construction staking is included in the scope of this agreement.
11. Other than seeding of the medians and parkways, no landscaping or streetscaping is included in this proposal. Design of an irrigation system for the medians or parkways is not included in this proposal.

12. At this time we do not anticipate the need for retaining walls for this project. Should the need for retaining walls be deemed necessary in order to accommodate the proposed design an additional fee will be negotiated as part of this scope.
13. It is understood that no major upgrades of public utilities (water/sewer) will be required for this project.

A. DESIGN PHASE

a. Roadway and Storm Drainage Design

1. The ENGINEER will develop plans for the proposed roadway and drainage improvements. These plan sheets will be at a 1"=40' scale and contain topographic information, existing and proposed right-of-way lines, existing underground utilities at identified locations of conflict, locations of driveways, pavement edges, culvert layouts and sections, contours where necessary, limits of structures, limits of retaining walls, if any, drainage structures including pipes, limits of barriers and any other information necessary for pavement construction. Profiles at 1"=40' horizontal scale and 1"= 4' vertical scale will contain existing ground lines at the proposed profile grade line, limits of structures and profile elevations at one foot intervals.
2. The ENGINEER will prepare cross-sections along the roadway at 100-foot intervals, which will extend to the proposed right-of-way limits. These cross-sections will form the basis for the determination of earthwork quantities. Cut and fill quantities will be computed and tabulated, referencing cross-sections. Cross-sections will be included in the preliminary and final plans.

b. Other Roadway Design Elements

1. A project title sheet will be prepared as required and included in the plans.
2. Project Layout sheets will be prepared at a uniform scale which clearly indicate the limits of the entire project and the main construction elements of the project.
3. Roadway typical sections will be prepared for paving sections along the various portions of the project.
4. Roadway horizontal and vertical control and horizontal curve data will be shown on the plans.
5. Supplementary intersection layout information will be prepared to properly show the relationship between the profiles of intersecting streets, where deemed necessary by the ENGINEER.
6. Details will be developed as necessary, including paving, drainage, culvert, utility, bridge structural and miscellaneous details to describe the various types of construction for which the CITY has no standard details available.
7. An Erosion Control Plan will be prepared for the project, but a Stormwater Pollution Prevention Plan (SWPPP) will not. SWPPP development and implementation will be the responsibility of the Contractor. Standard City and NCTCOG details for erosion control will be used as appropriate.
8. A street light plan is not included in this scope of services

9. The signal modifications required for the relocation of the existing signal at the intersection of Loy Lake and SH 82 frontage road will likely include the following services:

- i. Obtain and review existing signal plans and proposed approach configuration.
- ii. Visit site and confirm conditions.
- iii. Prepare preliminary layout of signal modifications to provide for proposed approach addition.
- iv. Review preliminary layout with City/TxDOT
- v. Incorporate review input and prepare design plans for signal improvements to include:
 - vi. Traffic Signal Layout
 - vii. Traffic Signal Design Tables
 - viii. Design Details
 - ix. Identify General Notes, Special Specifications, and appropriate Standards.
 - x. Prepare quantity estimate for signal improvements.
 - xi. Address final City review comments.

c. Drainage Plans and Details

1. Drainage area maps will be prepared at a scale of 1"=200'. Off-site drainage areas will be depicted at a scale of 1"=400' minimum scale. Existing culverts and storm drain systems will be located and sub-drainage areas verified. The runoff to each culvert and storm drain system will be calculated in accordance with the City's current drainage design criteria.
2. Per conversations with City staff the current design approach will be to validate that the existing system has the capacity to handle the currently flows contributing from the pertinent drainage areas. We do not anticipate the need to modify the system with the exception of replacing the existing storm drain inlets.

d. Signing and Pavement Markings

The ENGINEER will develop pavement marking layout sheets for the project at an appropriate scale. These layouts will include baselines, pavement edges, right-of-way lines, pavement markings and buttons with dimensioning, culverts and other structures which may present a hazard to traffic, and proposed delineators and object markers. The City will be responsible for signage.

e. Traffic Control and Construction Phasing Plans

The ENGINEER will provide traffic control and construction phasing plans in order to facilitate the construction phase of the project while maintaining access to affected property owners along the proposed route.

f. Project Quantities and Opinion of Probable Cost

1. Project quantities and an Opinion of Probable Construction Cost will be a part of each submittal, as outlined below.
2. The ENGINEER's opinion of probable construction costs will be prepared for the entire project using current unit cost data. These opinions of cost will be provided on the basis of ENGINEER's experience and

professional judgment, but will not imply any warranty that final bids might not vary from the cost opinions provided, since neither the ENGINEER nor the CITY have any control over market conditions or bidding procedures.

g. Submittals

1. Conceptual Plans (25% Submittal)

Conceptual plans will be submitted as part of the Preliminary Engineering Phase of this project. These exhibits will show proposed roadway sections, horizontal alignment, intersection configurations, roadway profiles, and drainage area information. Up to eight (8) sets of conceptual plans will be submitted for CITY review, along with an Opinion of Probable Construction Cost.

2. Preliminary Plans (50% Submittal)

Preliminary plans will include essentially complete paving plan and profile sheets, drainage area map, preliminary striping plans, and preliminary proposal documents, in addition to revisions and modifications based on CITY review of conceptual plans. Upon CITY approval of preliminary plans, copies will be delivered to utility companies as plans adequate for utility relocation design.

3. Final Plans (95% Submittal)

Final plans will include the complete plan set, along the proposal document and a final updated Opinion of Probable Construction Cost.

4. Final Bid Documents (100% Submittal)

Final documents will be based on CITY review comments of the initial final plan submittal.

B. BIDDING & CONTRACT AWARD PHASE

1. ENGINEER will assist the CITY in the advertisement of the project for bid. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the project. The ENGINEER shall be responsible for dispersing all plans and specifications from its purchasing department to prospective bidders.
2. ENGINEER will provide technical support to the CITY during the Bidding & Contract Award phase by responding to bidder and CITY questions, reviewing the bids and making a recommendation of award to the CITY. ENGINEER will prepare necessary addenda during the bidding phase for distribution by the CITY.
3. The ENGINEER will participate in a Pre-Bid meeting (if held).
4. The ENGINEER will assist the CITY with the bid opening and will evaluate the bids and proposals and make recommendation to the CLIENT to award the construction contract.

C. CONSTRUCTION PHASE

A. Construction Observation and Contract Administration (CA)

The ENGINEER will provide limited construction observation and contract administration for the project within the scope of Basic Services as outlined below. Detailed daily construction inspection will be performed by the CITY. Any construction phase services requested by the CITY beyond those described below will be provided as Additional Services to be billed on an hourly reimbursable basis at ENGINEER'S standard hourly rates. Construction Administration Services will include:

- Attendance at pre-construction meeting
- Review of contractor submittals
- Respond to Contract RFI's
- Review and Process Contractor Pay Applications
- Consult and advise the CITY; and assist in the preparation of change orders as required.
- Prepare and submit record drawings (electronic and mylar) based on information and written documentation provided by the Contractor and the City inspector.

PHASE II – SAM'S DRIVEWAY

Compensation for the various tasks associated with Phase II services shall be provided on an hourly reimbursable basis.

The stated fee amounts shall not be exceeded without written authorization from the CLIENT. Reimbursement shall be at the ENGINEER'S standard hourly rates. A copy of the rate schedule is attached (Attachment 'C')

Part I Topographic Survey

Topographic Survey for Sams parking lot will be provided in Phase I.

Part II Preliminary Engineering

Preliminary Engineering services for the SAM's will consist of continuous support of City staff's efforts to negotiate with Sam's to allow the proposed driveway improvements. It is anticipated that this support will consist of the preparation of several different driveway/turn lane configurations, as well as potential discussion with Sam's design professionals regarding the layout options.

Part III Final Engineering

A. DESIGN PHASE

a. Roadway and Storm Drainage Design

- a. The ENGINEER will develop plans for the proposed roadway and drainage improvements. These plan sheets will be at a 1"=40' scale and contain topographic information, existing and proposed right-of-way lines, existing underground utilities at identified locations of conflict, locations of driveways, pavement edges, culvert layouts and sections, contours where necessary, limits of structures, limits of retaining walls, if any, drainage structures including pipes, limits of barriers and any other information necessary for pavement construction. Profiles at 1'=40' horizontal scale and 1"= 4' vertical scale will contain existing ground lines at the proposed profile grade line, limits of structures and profile elevations at one foot intervals.

b. Other Roadway Design Elements

- a. Project Layout sheets will be prepared at a uniform scale which clearly indicate the limits of the entire project and the main construction elements of the project.
- b. If Sams Club agrees to allow the driveway reconfiguration concept then the existing traffic signal will need to be modified in order to accommodate the proposed improvements at the Gallagher and Loy Lake Road intersection. These improvements will likely involve the relocation of the existing mast arm poles as well as the addition of a new signal for the commercial driveway traffic.
 - a. The signal Modifications will likely include the following services:
 - i. Obtain and review existing signal plans and proposed approach configuration.
 - ii. Visit site and confirm conditions.
 - iii. Prepare preliminary layout of signal modifications to provide for proposed approach addition.
 - iv. Review preliminary layout with City.
 - v. Incorporate review input and prepare design plans for signal improvements to include:
 - vi. Traffic Signal Layout
 - vii. Traffic Signal Design Tables

- viii. Design Details
- ix. Identify General Notes, Special Specifications, and appropriate Standards.
- x. Prepare quantity estimate for signal improvements.
- xi. Address final City review comments.

c. Signing and Pavement Markings

The ENGINEER will develop pavement marking layout sheets for the project at an appropriate scale. These layouts will include baselines, pavement edges, right-of-way lines, pavement markings and buttons with dimensioning, culverts and other structures which may present a hazard to traffic, and proposed delineators and object markers.

d. Traffic Control and Construction Phasing Plans

The ENGINEER will provide traffic control and construction phasing plans in order to facilitate the construction phase of the project while maintaining access to affected property owners along the proposed route.

e. Project Quantities and Opinion of Probable Cost

- a. Project quantities and an Opinion of Probable Construction Cost will be a part of each submittal, as outlined below.
- b. The ENGINEER's opinion of probable construction costs will be prepared for the entire project using current unit cost data. These opinions of cost will be provided on the basis of ENGINEER's experience and professional judgment, but will not imply any warranty that final bids might not vary from the cost opinions provided, since neither the ENGINEER nor the CITY have any control over market conditions or bidding procedures.

B. BIDDING & CONTRACT AWARD PHASE

Bidding and contract award phase services will match those provided in PHASE I.

C. CONSTRUCTION PHASE

Bidding and contract award phase services will match those provided in PHASE I.

ATTACHMENT 'B' ADDITIONAL SERVICES

ADDITIONAL SERVICES: **ADDITIONAL SERVICES** shall be any service provided by the ENGINEER which is not specifically included in **BASIC SERVICES** as defined above or delineated in Attachment 'A'. **ADDITIONAL SERVICES** shall include, but not be limited to:

- a.) Trips and meetings beyond a 50-mile radius of Sherman;
- b.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
- c.) Printing, copying, plotting and document reproduction beyond that required to complete the **BASIC SERVICES**, as described herein;
- d.) Revisions to plans to reduce costs after bidding;
- e.) Environmental Assessments or permitting;
- f.) Additional Surveying required to accommodate scope of either onsite or offsite design efforts;
- g.) Construction Staking;
- h.) S.U.E. Services
- i.) Preliminary / Final Plat(s);
- j.) Preparation of detailed landscape or lighting plans;
- k.) Correspondence and work requests related to Franchise Utility Design;
- l.) Serving as right of way and easement acquisition agent;
- m.) *Any offsite improvements: street improvements, drainage improvements, grading improvements, water or sanitary sewer improvements not defined in the Basic Services;*
- n.) Preparation of easements or ROW documents;
- o.) Permitting or inspection fees;
- p.) Filing/Inspection fees will be paid by the **CLIENT**.
- q.) Construction administration services are excluded. These services can be provided upon request.
- r.) Irrigation Design;
- s.) Client requested revisions to a proposed layout occurring after zoning, preliminary plat, or replat documents have been submitted to the City or County;
- t.) Design of retaining walls, foundations for structures, soil conditioning plans, landscape features, automated entry gates and water features.

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates as outlined in Attachment 'C'.

ATTACHMENT 'C'
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Reimbursable/Multiplier Contracts
Effective January 1, 2010 to December 31, 2010*

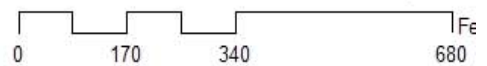
<u>Engineering / Technical</u>	<u>From</u>	<u>-</u>	<u>To</u>	
Principal	\$150	-	\$210	Per Hour
Project Manager	\$120	-	\$200	Per Hour
Senior Engineer	\$110	-	\$210	Per Hour
Engineer	\$85	-	\$140	Per Hour
Landscape Architect / Planner	\$100	-	\$160	Per Hour
Landscape Designer	\$70	-	\$100	Per Hour
Designer	\$85	-	\$120	Per Hour
Senior Designer	\$100	-	\$150	Per Hour
CAD Technician	\$60	-	\$90	Per Hour
Senior CAD Technician	\$75	-	\$110	Per Hour
IT Consultant	\$120	-	\$150	Per Hour
IT Technician	\$85	-	\$120	Per Hour
Clerical	\$50	-	\$80	Per Hour
Resident Project Representative	\$70	-	\$110	Per Hour
<u>Surveying</u>				
Survey Office Manager	\$130	-	\$170	
Registered Professional Land Surveyor	\$120	-	\$150	
S.I.T.	\$70	-	\$100	
Senior Survey/SUE Technician	\$70	-	\$100	
Junior Survey/SUE Technician	\$50	-	\$80	
2-Person Field Crew w/Equipment	\$115			
3-Person Field Crew w/Equipment	\$125			
4-Person Field Crew w/Equipment	\$150			
2-Person G.P.S. Crew w/Equipment	\$145			
3-Person G.P.S. Crew w/Equipment	\$165			
1-Person Robotic Crew w/Equipment	\$110			
2-Person Robotic Crew w/Equipment	\$130			
<u>Direct Cost Reimbursables</u>				
Photocopies, Scans & PDF Files:	\$0.10/page	letter and legal size bond paper, B&W		
	\$0.20/page	11" x 17" size bond paper, B&W		
	\$1.00/page	letter, legal and 11" x 17" size bond paper, color		
	\$2.00/page	22" x 34" and larger bond paper or vellum, B&W		
	\$4.00/page	22" x 34" and larger bond paper or vellum, color		
Plots:	\$1.00/page	11" x 17" size bond paper, B&W		
	\$2.00/page	11" x 17" size bond paper, color		
	\$4.00/page	22"x34" and larger bond paper or vellum, B&W		
	\$6.00/page	22"x34" and larger bond paper or vellum, color		
	\$6.00/page	22"x34" and larger mylar or acetate, B&W		
Mileage	\$0.55/mile			

All Subcontracted and outsourced services billed at rates comparable to TNP's billing rates shown above.

** Rates shown are for calendar year 2010 and are subject to change in subsequent years.*



**LOY LAKE RD.
FROM PECAN GROVE RD.
TO HWY 82**





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5463**

**Authorizing Execution of an Agreement and Statement of Work with AT&T
for an Upgrade of the Sherman Police Department's Vesta Pallas 911 System**

Issue

To authorize the upgrade of the 911 Vesta Pallas System, providing for complete new equipment and software for the two existing dispatch call-taker work stations and the creation of a third dispatch call-taker workstation

Background

The existing 911 software and equipment is nearing its end of life period and needs to be replaced to ensure continuous, uninterrupted 911 service. All 911 calls that come into the Police Department are processed using this equipment.

Origination

Police Department

Financial Consideration

There will be a nonrecurring cost of \$86,955.35 for hardware and software; a nonrecurring cost of \$8,244.00 for five years of licensing and technical support for Vesta Pallas PlantCML software; and a monthly recurring cost of \$2,374.30 for a five-year full maintenance lease and technical support. The amounts needed for both the non-recurring costs and the monthly costs are available in the current budget through the City's E-911 Funds.

Staff Recommendation

Approve the execution of this agreement

Alternatives

Deny the upgrade and continue using the existing equipment; but this is not recommended as there is a risk of equipment failure.

Attachments

Resolution No. 5463

AT&T Statement of Work

AT&T Attachment A – Pricing

AT&T Attachment B – Equipment List

AT&T Appendix – Security Provisions

Prepared by:

Tom Watt, Police Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT AND STATEMENT OF WORK WITH AT&T FOR AN UPGRADE OF THE SHERMAN POLICE DEPARTMENT'S VESTA PALLAS 911 SYSTEM; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement and Statement of Work with AT&T for the upgrade of the Sherman Police Department's Vista Pallas 911 System, in accordance with all contract documents attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2010.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

STATEMENT OF WORK

City of Sherman Sherman Police Department Vesta Pallas Upgrade



January 23, 2010

Prepared by:

Brenda Melcher

**Technical Sales Consultant II
AT&T Public Safety**

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Statement of Work

Executive Summary

The purpose of this Statement of Work (SOW) is to clarify the responsibilities of AT&T, regarding the scope of work, deliverables, and terms and conditions of the City of Sherman; Sherman Police Department, Vesta Pallas installation project. This document, and any subsequent revisions, shall hereafter be recognized as an addendum to the Service Agreement by and between City of Sherman; Sherman Police Department, and AT&T.

Contact Information

(i) Customer Information

Customer Name	City of Sherman		
Primary PSAP	Sherman Police Department		
Contact Position	Contact Name	Contact Number	Cell Number
Communications Supervisor	Cindy Carr	903-892-7185	903-815-4773
Communications	Capt. Otis Henry	903-892-7249	N/A

(ii) AT&T Information

Position	Contact Name	Contact Number	Cell Number
911 Service Assurance Center	Manager on Duty if you require escalation	1-866-SBC-E911 1-866-722-3911	
Applications Sales Executive II	Ronnie Freeman	405- 291-2579	405- 659-7681
Sr. Program Manager	Debbie Gee	817-884-9468	817-229-2026
Comm. Consultant	Cathy Hamilton	817- 884-9440	817-929-3739
Technical Sales Consultant II	Brenda Melcher	806-472-1763	806-789-3494

Scope of Work

Overview

AT&T will upgrade the Sherman Police Department Vesta Pallas 911 system from Plant/CML from Version 3.6 to Version 4.0. The upgrade will include: VESTA Pallas PBX, MCDN Software, license, servers, printer, monitors and workstation equipment. Vesta Pallas MagIC EX basic software is included on each of the three 9-1-1 Call Taking positions. Additionally one MagIC Monitoring software, client License and workstation, has been included to be deployed in the PSAP Supervisor's office. The Vesta ALI and VESTA CAD interface modules from the existing system will be redeployed on the new system. One new, third call-taker position, will be added to the system and deployed at the time of the upgrade. All existing peripheral equipment and existing racks will be reused and covered under the terms of this contract.

See attachment B – Equipment List

AT&T will deploy a network color printer which will be accessible by any of the three call-taker positions or the backroom equipment. Customer is responsible for paper and ink after initial startup of the network printer.

The 911 system includes five year hardware and software warranties, five year AT&T Labor maintenance, all associated installation and all needed replacement spare parts.

Existing Monthly Service Contract of \$953.00 per month will increase to \$2,374.30 for a period of 60 months/5 years from acceptance date with the acceptance of the new equipment.

Projected Acceptance/completion date of May 15th, 2010 based on January 2010 contract acceptance.

One time payment of \$95,199.35 is due in two payments of 50% each upon SCOW signing and acceptance of installation. See Attachment A - Pricing

Training is not included.

Assumptions

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Page 4

- A. The 911 equipment for the Sherman Police Department will be installed in the designated equipment room
- B. Existing UPS unit(s) will be utilized for the 911 system and the workstations when possible. Additional UPS upgrade(s) may be required and will be covered under this agreement. Any additional wiring for UPS placement, bypass switch, breakers or circuitry will be at the expense of the Sherman Police Department.
- C. AT&T technicians will run new CAT5 lines to each 911 dispatcher position where necessary.
- D. Ensure adequate, isolated electrical power is provided where necessary. Isolated electrical power to the new, third position will be required.

Responsibilities of the Parties

Sherman Police Department Responsibilities

Assist AT&T and Plant/CML with the scheduling of the Vesta Pallas 911 installation where necessary

Report any problems with the installation to the AT&T Project manager.

Complete the action items noted above under Assumptions.

AT&T Responsibilities

AT&T will install the 911 Pallas system at the Sherman Police Department location.

AT&T technicians will install the hardware components prior to the installation week.

AT&T will be the single point of contact for the customer on any issues while keeping the customer informed of any deviations from agreed upon timeline.

Plant/CML Responsibilities

Plant/CML will assist AT&T (if necessary) through phone support on any technical issues that may arise during or after the installation of the Vesta Pallas equipment.

Plant/CML will provide technical support before, during and after the installation of the Vesta Pallas System.

Maintenance Information

AT&T Labor Maintenance is provided by AT&T to Sherman Police Department on a 24x7x365, 4-hour response time at no additional charge. First point of contact for reporting trouble is the AT&T 911 Service Assurance Center at 1.866.722.3911.

Trouble calls where the 911 PSAP is not service affecting, will be dispatched on a priority basis, first technician available. The equipment maintenance & warranty will run for a 5 year period beginning on a go live date of the new Pallas equipment (date to be agreed on by AT&T) and Sherman Police Department. After the 5 year expiration date the maintenance & warranty will be re-negotiated.

ACCEPTANCE CRITERIA

The installed system will be considered accepted when Sherman Police Department and AT&T agree that the following criteria have been met.

Installation shall be deemed complete when the system is in operating condition (Cut live). Minor omissions not materially affecting System functionality shall be noted and shall be promptly remedied by AT&T or Plant/CML.

A. RELIABILITY - The quality and reliability of the system has reached a level of stability such that the system has been cut over, and has been in constant use for 72 consecutive hours without malfunctions. Malfunctions shall be defined as any feature, network element, or other problem that affects the normal operations of the system. Malfunctions will be mutually agreed upon between SHERMAN POLICE DEPARTMENT and AT&T; and

B. FEATURES - The system is providing all features and capabilities per the Scope of work, and associated executed contract; and

C. TRANSMISSION LEVELS - The quality and level of transmission will be consistent with published specifications of the system; and

D. EQUIPMENT INSTALLATION AND GROUNDING - All wiring, grounding, and interface equipment installation has been completed, and is in accordance with industry standards; and

E. TRAINING – Not Applicable; and

F. DOCUMENTATION - System documentation is complete and on file with SHERMAN POLICE DEPARTMENT; and

G. SERVICE CALL PROCEDURES - Procedures have been established, and understood by SHERMAN POLICE DEPARTMENT, for the receipt and dispatch of AT&T service specific technicians.

Customer Acknowledgment

The customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. This Statement of Work is part of AT&T's Product and Services Agreement. The customer also is aware that any delays incurred because of any of the reasons listed in the Customer Responsibilities section is considered billable time. Any questions concerning AT&T's responsibilities and the work to be done should be directed to the AT&T representative.

Sherman Police Department

AT&T

Signature

Signature

Name (type/print)

Name (type/print)

Title (type/print)

Applications Sales Executive 2

Title (type/print)

Date

Date

AT&T's LAN Policy

See attached Appendix - Competitive Access and Technology Security Provisions



Attachment A

Revised 1/11/2010

Brenda Melcher, TSCII

9-1-1 Equipment and Support options for City of Sherman Police Department

	Monthly	One Time Charges
Option 3		
All new 3 position Vesta Pallas with BCM release 4.0 - IP ready. (all new 3 position Vesta Pallas on a full maintenance lease)	\$ 2,374.30 (60 months)	\$ 86,955.35
Per our previous conversations Option 3 is the preferred Option per Captain Henry.		

License, Software, and Technical Support fees for the Sherman PD PSAP Vesta Pallas

The PlantCML licensing fees for Vesta Pallas software, and for manufacturer technical support, expired on 12/15/09. AT&T renewed these services based on the verbal approval and knowledge Sherman PD would be renewing the Software and technical Support with PlantCML via AT&T.

3	\$ 8,244.00 for five years of licensing and technical support. Per Captain Henry Option 3 - 5 years	\$8,244.00
---	--	------------

Total One Time Charges due 50% down and 50% upon completion	\$95,199.35
2 payments of	\$47,599.68
Total Monthly Cost Based on 60 Months	\$2,374.30



at&t

Attachment B - Equipment List

PLANT + CML
A T&T COMPANY

"Sherman Police Department, TX"

Quote Date: Rev. 1/11/10

Quote No.: ATT28083A

Site No.:102079

Customer Information

Customer: Sherman Police Department

Contact: Captain Otis Henry

Phone: 903-892-7249

Fax: 903-892-7395

E-Mail: otish@ci.sherman.tx.us

VESTA Pallas System

Qty.	Part No.	Description
		VESTA Pallas PBX Ver 4.0 System - Replacement <i>Note: Existing VPallas System PBX 3.6, 2 positions - upgrading to PBX 4.0 (new PBX), replacing MTU, refreshing HW & SW and adding a 3rd position. Software Support scheduled to expire 12/15/09.</i>
1	862309-00102	PBX 4.0 BASE UNIT LAN/LAN
2	862311-00901	CARD 4 PORT (50PIN X2)
3	872399-00101	LAN CTE 1 SEAT
1	809800-80401	PALLAS CFG
3	809800-80400	PALLAS STAGING PER POS
		MTU - Replacement
1	852204-00101	MTU BASE UNIT
1	852204-00201	RONTD PACKAGE - MTU
2	852210-00401	ACTIVE CAMA MODULE
1	809800-90305	SPT THRU YR 5 MTU FW
		VESTA Pallas for PBX Version 4.0
1	870899-03012.6U	VP2.6 PALLAS PBX4.0 UPGD
1	870899-03102.6U	VP 2.6 UPGRADE LICENSE
1	870899-03102.6	VP 2.6 LICENSE ONLY
3	809800-90205	SPT VP 5YR PCML
		Server Equipment <i>Note: Existing VALI & VCAD Interface Modules</i>
1	62000-F204803	SVR HP MINI 2G 160HD
1	04000-00084	KIT BACKUP 500GB SATA
1	04000-99690	KIT EXP CARD 8-PORT & CBL
1	63002-172805	MNTR 17IN
1	04000-00392	SVR WIN2008 DGRD + 5CAL
1	809800-70001	SYS SVR CFG

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3	61000-F204801X	Workstation Equipment WKST INTG HP XW4600 XP <i>Note: Currently using 17" Monitors. AT&T to provide 19" monitors.</i>
3	04000-0LX44	4-CHANNEL PCI SOUND CARD
3	850808-00702	AUDIO CONTROL UNIT (ACU)
3	809800-90001	V WKSTN CFG PEI
1	870890-07501	CPR/SYSPREP IMAGING
		VESTA with IRR for Radio <i>Note: Existing IRR for Radio. Software Support scheduled to expire 12/15/00.</i>
1	870810-00602	VIRR PHN/RAD MOD
3	809800-80002	SPT VIRR THRU YR5 PEI
		Peripherals & Equipment Racks <i>Note: Will be utilizing existing Peripherals & Equipment Rack.</i>
3	65000-00002	CBL PATCH 3FT, PNL TO SW
1	65000-00124	CBL PATCH 15FT
1	04000-01047	24-PORT 2610 PRCRVE SWITCH
1	AT&T	NETWORK COLOR PRINTER
MagIC - MIS System		
Qty.	Part No.	Description
1	871299-01601	Magic Monitoring Workstation Equipment MG 4.X/5.X DATA CLCTN LIC
1	871299-00201	MAGIC LICENSE ONLY
1	61000-F204801X	WKST INTG HP XW4600 XP
1	04000-01036	SWITCH KVM 2-PORT USB
1	809800-19001	MAGIC CONFIG SERVICE
PlantCML Services		
Qty.	Part No.	Description
112	800800-17101	Field Engineering Services FIELD ENG-PRIMARY AT&T Field Services Included
Power Draw Information		
Product		
VESTA Pallas System		5.12
Total Amps		5.12
Total Watts/VA		6.14.4
Total KVA		0.06
BTU's		1,677.93

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APPENDIX

Competitive Access and Technology Security Provisions

1. Background.

- 1.1 Traditionally, it has been AT&T's policy to install 911 Customer Premises Equipment (CPE) only in a secure PSAP Local Area Network ("LAN") that is not connected to any other computer network outside of AT&T's control, with few exceptions. It also has been AT&T's policy that, if Customer connected any portion of 911 CPE to another network outside of AT&T's control, AT&T was relieved of any and all warranty, repair and maintenance obligations pertaining to such 911 CPE. AT&T's policy was based upon the recognition that the introduction of new equipment, software and services into the 911 network could result in the introduction of unwanted malicious software (such as viruses or Trojan horses) that could disrupt the operation of both the CPE and the 911 network.
- 1.2 In light of the development of new network configurations, AT&T and Customer have recognized the need to develop methods and processes for the introduction of new services, equipment and software into 911 networks that were formerly considered closed networks. AT&T and Customer both recognize, however, that the introduction of new services, equipment and software can take place only after a thorough evaluation and examination of the proposed service, software and equipment, with due regard to the security and integrity of the 911 equipment and network. Moreover, both parties recognize that other PSAP customers cannot be negatively impacted by the addition of new services, equipment and software by Customer. Both AT&T and Customer recognize that the evaluation and examination must take into account the Customer's network configuration.
- 1.3 In recognition of the foregoing, the parties agree to the processes, procedures, and terms set forth below in the evaluation and examination of and the associated terms for the introduction of new services, software and equipment into the 911 network. The appropriate methods and procedures to be used will be determined by the Network Configuration that most closely approximates Customer's then-current network configuration. Sections 8, 9 and 10, below, are applicable to the installation of any new service, software or equipment, regardless of the Customer's network configuration.
- 1.4 Terms of this provision apply only to the products and services provided under this Agreement and not to any other agreements between Customer and AT&T. Terms of this provision do not supersede any Customer agreement that provides the Customer additional rights.

2. Customer Leased or Owned CPE with AT&T Routing Network and without Customer Network

- 2.1 Network Configuration Description. In this configuration, 911 CPE is located on Customer's premises. The 911 CPE may be placed, maintained and repaired by AT&T or may be placed, maintained and repaired by Customer. Under this configuration, AT&T provides the wide 911 network which routes calls to the PSAP (the "Routing Network"). Other than the Routing Network, AT&T does not provide any 911 networking services to Customer and individual PSAPs are not connected by a local network provided by AT&T ("Customer Network").
- 2.2 Examination and Evaluation. Prior to installing any new service, software or equipment to the 911 CPE, the Parties agree to conduct a joint risk and vulnerability assessment to determine whether the installation of the new service, software or equipment could expose the 911 CPE or the Routing Network to an unreasonable level of risk. The joint risk and vulnerability assessment shall begin upon Customer's written request for proposed installation and shall be conducted in a manner consistent with National Emergency Number Association Technical Information Documents (TIDs), specifically including but not limited to TID 04-501, TID 04-502, and 04-503, or such other reasonable or standard similar security guidelines that may be issued by AT&T from time to time and which are provided to Customer upon request. Both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment as long as Customer does not request more than two joint risk and vulnerability assessment per calendar year. For more than two joint risk and vulnerability assessment per calendar year, before undertaking any additional joint risk and vulnerability assessment, AT&T

and Customer shall reach an agreement as to the cost of the additional joint risk and vulnerability assessment. Notwithstanding the Customer initiated joint risk and vulnerability assessment, in the event that a joint risk and vulnerability assessment is necessary for Customer or AT&T compliance with a new federal or state requirement, then both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment. The Parties agree to conduct and complete the joint risk and vulnerability assessment as expeditiously as possible, and barring unforeseen complexity the joint risk and vulnerability assessment shall be completed within sixty (60) days. If AT&T determines within forty-five (45) days of receiving a request that undertaking a joint risk and vulnerability assessment is cost prohibitive, then parties shall seek to negotiate mutually acceptable terms for such joint risk and vulnerability assessment. Failing a successful resolution within sixty (60) days, then either party may treat such as a disagreement of the parties as provided elsewhere in this section for purposes of invoking any rights and remedies of Customer in the event of disagreement.

- 2.3 If the Parties Agree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer agree that the proposed introduction of new service, software or equipment does not expose the 911 CPE or the Routing Network to an unreasonable level of risk, or if the parties agree that the introduction may proceed upon satisfaction of certain conditions, then Customer may install the new service, software or equipment as soon as reasonably possible, after all conditions have been fulfilled. AT&T's warranty, repair and maintenance obligations (if any) pertaining to the 911 CPE will remain unaffected after installation of the new service, software or equipment, although such obligations will not extend to the new service, software or equipment. If AT&T and Customer agree at the conclusion of the joint risk and vulnerability assessment that the proposed introduction of the service, software and equipment will expose the 911 CPE or the Routing Network to an unreasonable level of risk, then Customer shall not install the service, software or equipment.
- 2.4 If the Parties Disagree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the 911 CPE to an unreasonable level of risk, and Customer thereafter installs such new service, software or equipment, then AT&T may void all maintenance, service and warranty obligations (if any) pertaining to the 911 CPE without further obligation. Thereafter, AT&T shall be responsible only for the Routing Network. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the service, software or equipment would expose the Routing Network to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then AT&T and Customer will jointly develop a transition plan to migrate Customer to a different network provider. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T or passes to Customer upon expiration of agreement, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid.
- 2.5 Costs. Customer is responsible for all costs related to the installation of any new service, software or equipment, including the costs related to the satisfaction of conditions related to the installation.
- 2.6 Failure of Performance or Breach of Service Obligations or Representations. Notwithstanding any provision of this agreement, if a joint risk and vulnerability assessment is necessary for Customer to work with or connect another provider or vendor as a result of the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s), then AT&T shall be required to perform its part of the joint risk and vulnerability assessment in those situations where AT&T would still be providing the CPE or Call-Handling Equipment, the Routing Network, or the Customer Network, and Customer shall be able to terminate without any penalty or prejudice all or parts of this agreement as may be determined necessary by Customer to remedy the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s).

3. Customer Leased or Owned CPE with AT&T Routing Network and with AT&T-provided Customer Network

3.1 Network Configuration Description. In this configuration, 911 CPE is located on Customer's premises. The 911 CPE may be placed, maintained and repaired by AT&T or may be placed, maintained and repaired by Customer. Under this configuration, AT&T provides the wide 911 network which routes calls to the PSAP (the "Routing Network"). In addition, AT&T provides local network connectivity between individual PSAPs (the "Customer Network"). The Customer Network may include the transfer of 911 calls between PSAPs.

3.2 Examination and Evaluation. Prior to installing any new service, software or equipment to the 911 CPE or the Customer Network, the Parties agree to conduct a joint risk and vulnerability assessment to determine whether the installation of the new service, software or equipment could expose the 911 CPE, the Customer Network or the Routing Network to an unreasonable level of risk. The joint risk and vulnerability assessment shall begin upon Customer's written request for proposed installation and shall be conducted in a manner consistent with National Emergency Number Association Technical Information Documents (TIDs), specifically including but not limited to TID 04-501, TID 04-502, and 04-503, or such other reasonable or standard similar security guidelines that may be issued by AT&T from time to time and for which Customer receives notice and which are provided to Customer upon request. Both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment as long as Customer does not request more than two joint risk and vulnerability assessment per calendar year. For more than two joint risk and vulnerability assessment per calendar year, before undertaking any additional joint risk and vulnerability assessment, AT&T and Customer shall reach an agreement as to the cost of the joint risk and vulnerability assessment. Notwithstanding the Customer initiated joint risk and vulnerability assessment, in the event that a joint risk and vulnerability assessment is necessary for Customer or AT&T compliance with a new federal or state requirement, then both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment. The Parties agree to conduct and complete the joint risk and vulnerability assessment as expeditiously as possible, and barring unforeseen complexity the joint risk and vulnerability assessment shall be completed within sixty (60) days. If AT&T determines within forty-five (45) days of receiving a request that undertaking a joint risk and vulnerability assessment is cost prohibitive, then parties shall seek to negotiate mutually acceptable terms for such joint risk and vulnerability assessment. Failing a successful resolution within sixty (60) days, then either party may treat such as a disagreement of the parties as provided elsewhere in this section for purposes of invoking any rights and remedies of Customer in the event of disagreement.

3.3 If the Parties Agree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer agree that the proposed introduction of the new service, software or equipment does not expose the 911 CPE, the Customer Network or the Routing Network to an unreasonable level of risk, or if the parties agree that the introduction may proceed upon satisfaction of certain conditions, then Customer may install the new service, software or equipment as soon as reasonably possible, after all conditions have been fulfilled. AT&T's warranty, repair and maintenance obligations pertaining to the 911 CPE (if any) will remain unaffected after installation of the new service, software or equipment, although such obligations will not extend to the new service, software or equipment. If AT&T and Customer agree at the conclusion of the joint risk and vulnerability assessment that the proposed introduction of the new service, software and equipment will expose the 911 CPE, Customer Network or the Routing Network to an unreasonable level of risk, then Customer shall not install the service, software or equipment.

3.4 If the Parties Disagree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the 911 CPE to an unreasonable level of risk, and Customer thereafter installs such new service, software or equipment, then AT&T may void all maintenance, service and warranty obligations pertaining to the 911 CPE without further obligation. Thereafter, AT&T shall be responsible only for the Customer Network and Routing Network. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the Routing Network to an

unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then AT&T and Customer will jointly develop a transition plan to migrate Customer to a different network provider. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the Customer Network to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then AT&T and Customer will jointly develop a transition plan to migrate Customer to a different network provider. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T or passes to Customer upon expiration of agreement, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid.

3.5 Costs. Customer is responsible for all costs related to the installation of any new service, software or equipment, including the costs related to the satisfaction of conditions related to the installation.

3.6 Failure of Performance or Breach of Service Obligations or Representations. Notwithstanding any provision of this agreement, if a joint risk and vulnerability assessment is necessary for Customer to work with or connect another provider or vendor as a result of the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s), then AT&T shall be required to perform its part of the joint risk and vulnerability assessment in those situations where AT&T would still be providing the CPE or Call-Handling Equipment, the Routing Network, or the Customer Network, and Customer shall be able to terminate without any penalty or prejudice all or parts of this agreement as may be determined necessary by Customer to remedy the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s).

4. Call Handling Equipment Hosted by AT&T with AT&T Routing Network and with or without AT&T-provided Customer Network (i.e., AT&T Hosted 911 Solution)

4.1 Network Configuration Description. In this configuration, certain Call Handling Equipment is owned or maintained by AT&T and is used by AT&T to provide 911 services to Customer. AT&T Call Handling Equipment is housed and hosted in designated administrative space on AT&T premises. This configuration also includes 911 CPE located on Customer's premises. The 911 CPE may be placed, maintained and repaired by AT&T or may be placed, maintained and repaired by Customer. Under this configuration, AT&T provides the wide 911 network which routes calls to the PSAP (the "Routing Network"). In addition, AT&T may or may not provide local network connectivity between individual PSAPs (the "Customer Network"). The Customer Network (if any) may include the transfer of 911 calls between PSAPs.

4.2 Examination and Evaluation. Prior to installing any new service, software or equipment to the 911 CPE or the Customer Network (if any), the Parties agree to conduct a joint risk and vulnerability assessment to determine whether the installation of the new service, software or equipment could expose the AT&T Call Handling Equipment, 911 CPE, the Customer Network (if any) or the Routing Network to an unreasonable level of risk. The joint risk and vulnerability assessment shall begin upon Customer's written request for proposed installation and shall be conducted in a manner consistent with National Emergency Number Association Technical Information Documents (TIDs), specifically including but not limited to TID 04-501, TID 04-502, and 04-503, or such other reasonable or standard similar security guidelines that may be issued by AT&T from time to time and for which Customer receives notice and which are provided to Customer upon request. Both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment as long as Customer does not request

more than two joint risk and vulnerability assessment per calendar year. For more than two joint risk and vulnerability assessment per calendar year, before undertaking any additional joint risk and vulnerability assessment, AT&T and Customer shall reach an agreement as to the cost of the joint risk and vulnerability assessment. Notwithstanding the Customer initiated joint risk and vulnerability assessment, in the event that a joint risk and vulnerability assessment is necessary for Customer or AT&T compliance with a new federal or state requirement, then both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment. The Parties agree to conduct and complete the joint risk and vulnerability assessment as expeditiously as possible, and barring unforeseen complexity the joint risk and vulnerability assessment shall be completed within sixty (60) days. If AT&T determines within forty-five (45) days of receiving a request that undertaking a joint risk and vulnerability assessment is cost prohibitive, then parties shall seek to negotiate mutually acceptable terms for such joint risk and vulnerability assessment. Failing a successful resolution within sixty (60) days, then either party may treat such as a disagreement of the parties as provided elsewhere in this section for purposes of invoking any rights and remedies of Customer in the event of disagreement.

4.3 If the Parties Agree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer agree that the proposed introduction of the new service, software or equipment does not expose the AT&T Call Handling Equipment, 911 CPE, the Customer Network (if any) or the Routing Network to an unreasonable level of risk, or if the parties agree that the introduction may proceed upon satisfaction of certain conditions, then Customer may install the new service, software or equipment as soon as reasonably possible, after all conditions have been fulfilled. AT&T's warranty, repair and maintenance obligations (if any) pertaining to the 911 CPE will remain unaffected after installation of the new service, software or equipment, although such obligations will not extend to the new service, software or equipment. If AT&T and Customer agree at the conclusion of the joint risk and vulnerability assessment that the proposed introduction of the new service, software and equipment will expose the AT&T Call Handling Equipment, 911 CPE, Customer Network (if any) or the Routing Network to an unreasonable level of risk, then Customer shall not install the service, software or equipment.

4.4 If the Parties Disagree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the 911 CPE to an unreasonable level of risk, and Customer thereafter installs such new service, software or equipment, then AT&T may void all maintenance, service and warranty obligations pertaining to the 911 CPE (if any) without further obligation. Thereafter, AT&T shall be responsible only for the AT&T Call Handling Equipment, Customer Network (if any) and Routing Network. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the AT&T Call Handling Equipment to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then AT&T and Customer will jointly develop a transition plan to migrate Customer to a different call handling equipment provider, who will be responsible for installation, maintenance and service of the replacement call handling equipment. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T or passes to Customer upon expiration of agreement, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the Routing Network to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then AT&T and Customer will jointly develop a transition plan to migrate Customer to a different network provider. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance

shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the Customer Network (if any) to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then AT&T and Customer will jointly develop a transition plan to migrate Customer to a different network provider. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance.

4.5 Costs. Customer is responsible for all costs related to the installation of any new service, software or equipment, including the costs related to the satisfaction of conditions related to the installation.

4.6 Failure of Performance or Breach of Service Obligations or Representations. Notwithstanding any provision of this agreement, if a joint risk and vulnerability assessment is necessary for Customer to work with or connect another provider or vendor as a result of the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s), then AT&T shall be required to perform its part of the joint risk and vulnerability assessment in those situations where AT&T would still be providing the CPE or Call-Handling Equipment, the Routing Network, or the Customer Network, and Customer shall be able to terminate without any penalty or prejudice all or parts of this agreement as may be determined necessary by Customer to remedy the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s).

5. Customer Leased or Owned CPE or Call Handling Equipment Hosted by AT&T without AT&T Routing Network and with or without AT&T-provided Customer Network (i.e., AT&T CPE or Hosted 911 Solution without AT&T-provided Routing Network)

5.1 Network Configuration Description. In this configuration, certain CPE or Call Handling Equipment is owned or maintained by Customer or AT&T and is used to provide 911 services to Customer. AT&T Call Handling Equipment is housed and hosted in designated administrative space on AT&T premises. This configuration also includes 911 CPE located on Customer's premises. The 911 CPE may be placed, maintained and repaired by AT&T or may be placed, maintained and repaired by Customer. Under this configuration, AT&T does not provide the wide 911 network which routes calls to the PSAP (the "Routing Network"). In addition, AT&T may not provide local network connectivity between individual PSAPs (the "Customer Network"). The Customer Network (if any) may include the transfer of 911 calls between PSAPs.

5.2 Examination and Evaluation. Prior to installing any new service, software or equipment to the 911 CPE or the Customer Network (if any), the Parties agree to conduct a joint risk and vulnerability assessment to determine whether the installation of the new service, software or equipment could expose the AT&T Call Handling Equipment, 911 CPE, the Customer Network (if any) or the Routing Network to an unreasonable level of risk. The joint risk and vulnerability assessment shall begin upon Customer's written request for proposed installation and shall be conducted in a manner consistent with National Emergency Number Association Technical Information Documents (TIDs), specifically including but not limited to TID 04-501, TID 04-502, and 04-503, or such other reasonable or standard similar security guidelines that may be issued by AT&T from time to time and for which Customer receives notice and which are provided to Customer upon request. Both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment as long as Customer does not request more than two joint risk and vulnerability assessment per calendar year. For more than two joint risk and vulnerability assessment, AT&T and Customer shall reach an agreement as to the cost of the joint risk and vulnerability assessment. Notwithstanding the Customer initiated joint risk and vulnerability assessment, in the event that a joint risk and vulnerability assessment is necessary for Customer or

AT&T compliance with a new federal or state requirement, then both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment. The Parties agree to conduct and complete the joint risk and vulnerability assessment as expeditiously as possible, and barring unforeseen complexity the joint risk and vulnerability assessment shall be completed within sixty (60) days. If AT&T determines within forty-five (45) days of receiving a request that undertaking a joint risk and vulnerability assessment is cost prohibitive, then parties shall seek to negotiate mutually acceptable terms for such joint risk and vulnerability assessment. Failing a successful resolution within sixty (60) days, then either party may treat such as a disagreement of the parties as provided elsewhere in this section for purposes of invoking any rights and remedies of Customer in the event of disagreement.

- 5.3 If the Parties Agree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer agree that the proposed introduction of the new service, software or equipment does not expose the AT&T Call Handling Equipment, 911 CPE or the Customer Network (if any) to an unreasonable level of risk, or if the parties agree that the introduction may proceed upon satisfaction of certain conditions, then Customer may install the new service, software or equipment as soon as reasonably possible, after all conditions have been fulfilled. AT&T's warranty, repair and maintenance obligations (if any) pertaining to the 911 CPE or Call Handling Equipment will remain unaffected after installation of the new service, software or equipment, although such obligations will not extend to the new service, software or equipment. If AT&T and Customer agree at the conclusion of the joint risk and vulnerability assessment that the proposed introduction of the new service, software and equipment will expose the AT&T Call Handling Equipment or 911 CPE, or Customer Network (if any) to an unreasonable level of risk, then Customer shall not install the service, software or equipment.
- 5.4 If the Parties Disagree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the 911 CPE to an unreasonable level of risk, and Customer thereafter installs such new service, software or equipment, then AT&T may void all maintenance, service and warranty obligations pertaining to the 911 CPE (if any) without further obligation. Thereafter, AT&T shall be responsible only for the AT&T Call Handling Equipment and Customer Network (if any). In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the AT&T Call Handling Equipment to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then except as provided in 5.6 AT&T and Customer will jointly develop a transition plan to migrate Customer to a different call handling equipment provider, who will be responsible for installation, maintenance and service of the replacement call handling equipment. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the Customer Network (if any) to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then except as provided in 5.6 AT&T and Customer will jointly develop a transition plan to migrate Customer to a different network provider. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T or passes to Customer upon expiration of agreement, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid.

- 5.5 Costs. Customer is responsible for all costs related to the installation of any new service, software or equipment, including the costs related to the satisfaction of conditions related to the installation.
- 5.6 Movement or Connection of CPE or Call Handling Equipment within designated administrative space on AT&T premises to another Vendor. Even where the Routing Network is not provided by AT&T, Customer or a vendor other than AT&T shall have the right to house existing AT&T provided CPE or AT&T Call Handling Equipment within designated administrative space on AT&T premises as long as Customer or such vendor pays the costs from the demarcation point of the AT&T CPE or Call Handling Equipment in the designated administrative space on AT&T premises to the Routing Network of the other vendor.
- 5.7 Failure of Performance or Breach of Service Obligations or Representations. Notwithstanding any provision of this agreement, if a joint risk and vulnerability assessment is necessary for Customer to work with or connect another provider or vendor as a result of the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s), then AT&T shall be required to perform its part of the joint risk and vulnerability assessment in those situations where AT&T would still be providing the CPE or Call-Handling Equipment, the Routing Network, or the Customer Network, and Customer shall be able to terminate without any penalty or prejudice all or parts of this agreement as may be determined necessary by Customer to remedy the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s).
6. Customer Leased or Owned CPE or Call Handling Equipment Hosted by AT&T with AT&T Routing Network and without AT&T-provided Customer Network (i.e., AT&T CPE or Hosted 911 Solution with other than AT&T-provided Customer Network)
- 6.1 Network Configuration Description. In this configuration, certain Call Handling Equipment is owned or maintained by AT&T and is used by AT&T to provide 911 services to Customer. AT&T Call Handling Equipment is housed and hosted in designated administrative space on AT&T premises. This configuration also includes 911 CPE located on Customer's premises. The 911 CPE may be placed, maintained and repaired by AT&T or may be placed, maintained and repaired by Customer. Under this configuration, AT&T provides the wide 911 network which routes calls to the PSAP (the "Routing Network") but another vendor may provide the local network connectivity between individual PSAPs (the "Customer Network"). The Customer Network (if any) may include the transfer of 911 calls between PSAPs.
- 6.2 Examination and Evaluation. Prior to installing any new service, software or equipment to the 911 CPE, Call Handling Equipment, or the Customer Network (if any), the Parties agree to conduct a joint risk and vulnerability assessment to determine whether the installation of the new service, software or equipment could expose the AT&T Call Handling Equipment, 911 CPE, or the Routing Network to an unreasonable level of risk. The joint risk and vulnerability assessment shall begin upon Customer's written request for proposed installation and shall be conducted in a manner consistent with National Emergency Number Association Technical Information Documents (TIDs), specifically including but not limited to TID 04-501, TID 04-502, and 04-503, or such other reasonable or standard similar security guidelines that may be issued by AT&T from time to time and for which Customer receives notice and which are provided to Customer upon request. Both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment as long as Customer does not request more than two joint risk and vulnerability assessment per calendar year. For more than two joint risk and vulnerability assessment per calendar year, before undertaking any additional joint risk and vulnerability assessment, AT&T and Customer shall reach an agreement as to the cost of the joint risk and vulnerability assessment. Notwithstanding the Customer initiated joint risk and vulnerability assessment, in the event that a joint risk and vulnerability assessment is necessary for Customer or AT&T compliance with a new federal or state requirement, then both Customer and AT&T shall bear their own costs of the joint risk and vulnerability assessment. The Parties agree to conduct and complete the joint risk and vulnerability assessment as expeditiously as possible, and barring unforeseen complexity the joint risk and vulnerability assessment shall be completed within sixty (60) days. If AT&T determines within forty-five (45) days of receiving a request that undertaking a joint

risk and vulnerability assessment is cost prohibitive, then parties shall seek to negotiate mutually acceptable terms for such joint risk and vulnerability assessment. Failing a successful resolution within sixty (60) days, then either party may treat such as a disagreement of the parties as provided elsewhere in this section for purposes of invoking any rights and remedies of Customer in the event of disagreement.

- 6.3 If the Parties Agree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer agree that the proposed introduction of the new service, software or equipment does not expose the AT&T Call Handling Equipment, 911 CPE, or the Routing Network to an unreasonable level of risk, or if the parties agree that the introduction may proceed upon satisfaction of certain conditions, then Customer may install the new service, software or equipment as soon as reasonably possible, after all conditions have been fulfilled. AT&T's warranty, repair and maintenance obligations (if any) pertaining to the 911 CPE will remain unaffected after installation of the new service, software or equipment, although such obligations will not extend to the new service, software or equipment. If AT&T and Customer agree at the conclusion of the joint risk and vulnerability assessment that the proposed introduction of the new service, software and equipment will expose the AT&T Call Handling Equipment, 911 CPE, or the Routing Network to an unreasonable level of risk, then Customer shall not install the service, software or equipment.
- 6.4 If the Parties Disagree. At the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the 911 CPE to an unreasonable level of risk, and Customer thereafter installs such new service, software or equipment, then AT&T may void all maintenance, service and warranty obligations pertaining to the 911 CPE (if any) without further obligation. Thereafter, AT&T shall be responsible only for the AT&T Call Handling Equipment, and Routing Network. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the AT&T Call Handling Equipment to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then except as provided in 6.6 AT&T and Customer will jointly develop a transition plan to migrate Customer to a different call handling equipment provider, who will be responsible for installation, maintenance and service of the replacement call handling equipment. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid. In addition, at the conclusion of the joint risk and vulnerability assessment, if AT&T and Customer disagree as to whether the proposed introduction of the new service, software or equipment would expose the Routing Network to an unreasonable level of risk, and Customer thereafter notifies AT&T of its intention to install such new service, software or equipment, then except as provided in 6.6 AT&T and Customer will jointly develop a transition plan to migrate Customer to a different network provider. Termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments, except that unused maintenance shall not be subject to any termination liability for any remaining period and any unused maintenance prepaid in advance shall be pro rata refunded in full for any remaining unused maintenance prepaid in advance. In the event Customer has prepaid costs for products and services the ownership of which remains with AT&T or passes to Customer upon expiration of agreement, termination liability under terms of this paragraph shall not exceed 30% of the present value of the remaining payments as though payments had been made periodically rather than prepaid.
- 6.5 Costs. Customer is responsible for all costs related to the installation of any new service, software or equipment, including the costs related to the satisfaction of conditions related to the installation.

6.6 Movement or Connection of CPE or Call Handling Equipment within designated administrative space on AT&T premises to another Vendor. Even where the Customer Network is not provided by AT&T, Customer or a vendor other than AT&T shall have the right to house existing AT&T provided CPE or AT&T Call Handling Equipment within designated administrative space on AT&T premises as long as Customer or such vendor pays the costs from the demarcation point of the AT&T CPE or Call Handling Equipment in the designated administrative space on AT&T premises to the Customer Network of the other vendor.

6.7 Failure of Performance or Breach of Service Obligations or Representations. Notwithstanding any provision of this agreement, if a joint risk and vulnerability assessment is necessary for Customer to work with or connect another provider or vendor as a result of the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s), then AT&T shall be required to perform its part of the joint risk and vulnerability assessment in those situations where AT&T would still be providing the CPE or Call-Handling Equipment, the Routing Network, or the Customer Network, and Customer shall be able to terminate without any penalty or prejudice all or parts of this agreement as may be determined necessary by Customer to remedy the failure of performance or breach of service obligations or representations by AT&T, or its subcontractor(s).

7. Customer shall have the right to connect any AT&T-provided Routing Network or AT&T-provided Customer Network with other Routing Networks or Customer Networks not provided by AT&T.

8. Indemnification.

Before installation of any new service, software or equipment to any 911 network configuration (whether or not implemented in accordance with this Appendix), Customer agrees, to the extent permitted by law, to release, indemnify, defend and hold harmless AT&T from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or person, for any personal injury to or death of any person or person, or for any loss, damage or destruction of any property, whether owned by Customer or others, as allowed by law, arising from or in any way related to the installation of the service, software or equipment.

9.0 Reservation of Rights

Regardless of whether the installation of any new service, software or equipment was implemented with the consent of AT&T, AT&T reserves the right to take any and all actions it deems necessary to protect its network (including, but not limited to, suspension of Customer's service) from any damage or potential damage caused by Customer's installation. Customer reserves the right to take any and all actions it deems necessary to provide 911 and emergency services in accordance with applicable laws and requirements, including, but not limited to, rules and requirements of the Federal Communications Commission under the New Emergency and Technologies 911 Improvement Act of 2008, Public Law 110-283, and to seek court or regulatory relief caused by AT&T's policy, refusal to connect, or termination.

10.0 Disclaimer of Warranties and Representations

AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY PERTAINING TO THE PROPOSED INSTALLATION OF ANY NEW SERVICE, SOFTWARE OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THOSE ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE PROPOSED INSTALLATION WILL FULFILL CUSTOMER'S INTENDED PURPOSE, OR THAT SUCH PROPOSED INSTALLATION WILL NOT DAMAGE OR HARM IN ANY WAY CUSTOMER'S EQUIPMENT, DATA, FACILITIES OR NETWORK. FURTHER, AT&T IS NOT RESPONSIBLE FOR ANY COMPATABILITY TESTING, CERTIFICATION OR SUPPORT FOR THE PROPOSED INSTALLATION.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**
Purchase of Four Police Patrol Vehicles

Issue

Request to advertise for the purchase of four police patrol vehicles

Background

The Police Department rotates the older patrol vehicles out of the patrol fleet each year to insure reliable and safe transportation for our first responders and the individuals they transport. This year, we have budgeted to purchase four new replacement vehicles consisting of four Ford Crown Victoria Police Interceptors. Once replaced with the new police patrol vehicles, the four designated older units would be rotated out of the fleet.

Origination

Police Department

Financial Consideration

Funding was budgeted for these purchases, including the approximate \$300.00 to advertise and mail bids.

Staff Recommendation

It is requested that the staff be authorized to advertise for the purchase of four police patrol vehicles.

Alternatives

Defer the needed replacement of police vehicles, although this alternative is not recommended.

Attachments

None

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.2

*** REQUEST TO ADVERTISE**

Agricultural Lease at the Wastewater Treatment Plant

Issue

Requesting permission to advertise for an agricultural lease on approximately 200 acres of City property at the Wastewater Treatment Plant

Background

The 200-acre tract was utilized for land application of biosolids in the past. The City is pursuing alternative methods of biosolids disposal; therefore, this property can be leased for agricultural purposes.

Origination

Utilities Administration

Financial Consideration

The cost of advertising will be approximately \$200.00.

Staff Recommendation

It is recommended that the request to advertise be approved.

Alternatives

As may be directed by the Council

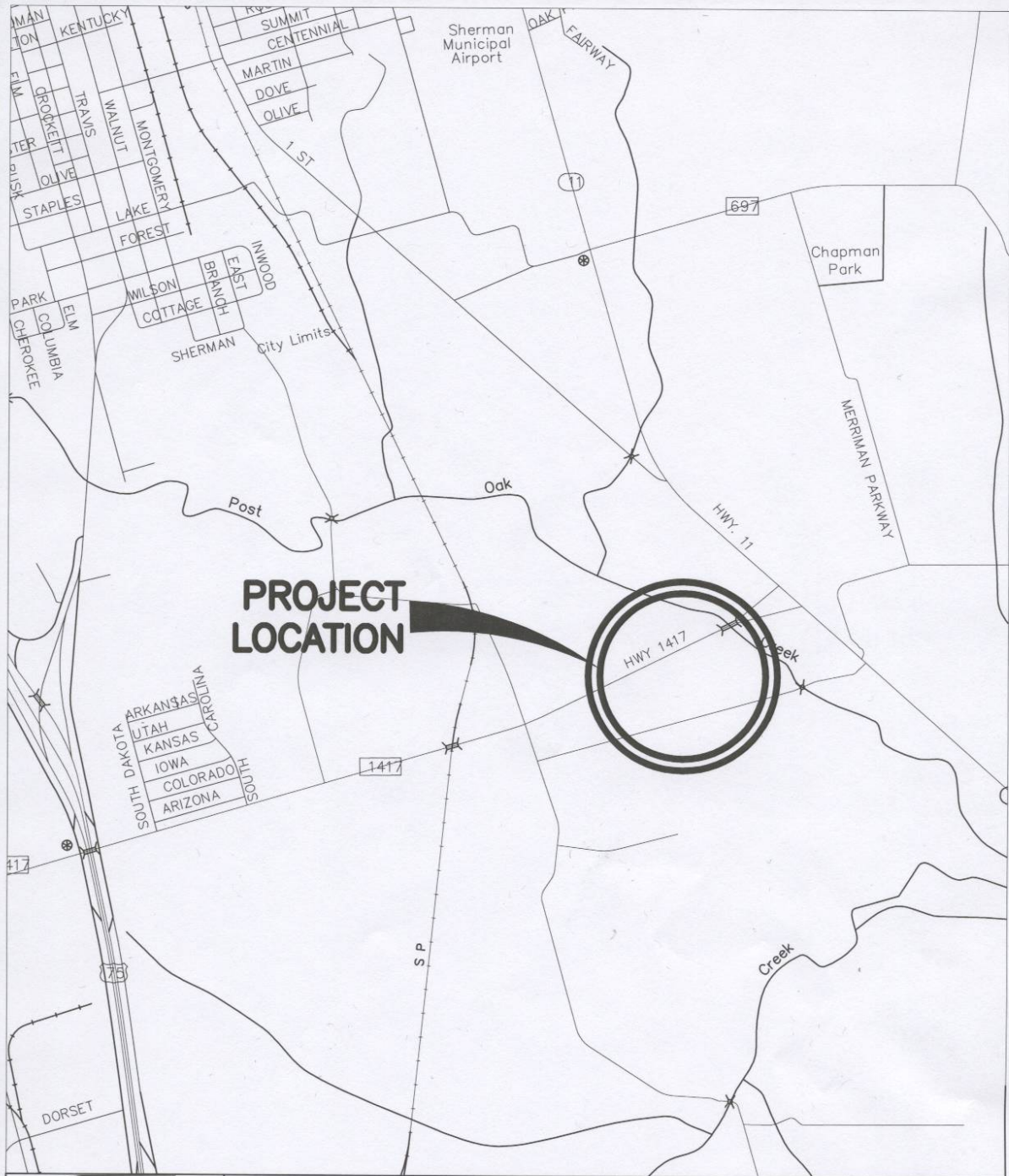
Attachments

Location Map

Agricultural Lease Area

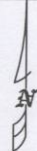
Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager



City of Sherman, Texas
**AGRICULTURAL LEASE
WASTEWATER TREATMENT PLANT**

PROJECT LOCATION MAP





City of Sherman, Texas
Engineering Department

EXHIBIT A
AGRICULTURAL LEASE AREA
WASTEWATER TREATMENT PLANT



0 200 400 800 Feet



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.3

*** CHANGE ORDER NO. 1**

Willow Street Waterline Replacement Project; \$661.78, Decrease

Issue

Change Order No. 1 is a final reconciliatory change order to adjust final project quantities for the Willow Street Waterline Replacement Project.

Background

The Willow Street Waterline Replacement Project has been completed. The change order results in a decrease of \$661.78 to the contract amount.

Origination

Department of Utility Services

Financial Consideration

The change order results in a \$661.78 decrease in the contract amount, yielding a final contract price of \$48,277.91.

Staff Recommendation

It is recommended that Change Order No. 1 be approved.

Alternatives

As may be directed by the City Council

Attachments

Change Order No. 1

Location Map

Prepared by:
Mark Gibson, Director of Utilities & Engineering

Approved by:
George Olson, City Manager

CHANGE ORDER

No. 1

PROJECT Willow Street Waterline Replacement

DATE OF ISSUANCE 1/28/10

EFFECTIVE DATE _____

OWNER City of Sherman

OWNER's Contract No. _____

CONTRACTOR Jerry Paul Higgins, Ltd.

ENGINEER Morris Engineers

You are directed to make the following changes in the Contract Documents:

Description: Reduce contract price by \$661.78 to \$48,277.91

Reason for Change Order: Reconcile contract price to final quantities of work

Attachments: spreadsheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 48,939.69	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. _ to _ \$ -0-	Net change from previous Change Orders No. _ to _ Days
Contract Price prior to this Change Order \$ 48,939.69	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ (661.78)	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 48,277.91	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:
Morris Engineers

By: [Signature]
Engineer (Authorized Signature)

Date: 1/28/10

APPROVED:
City of Sherman

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:
Jerry Paul Higgins, Ltd.

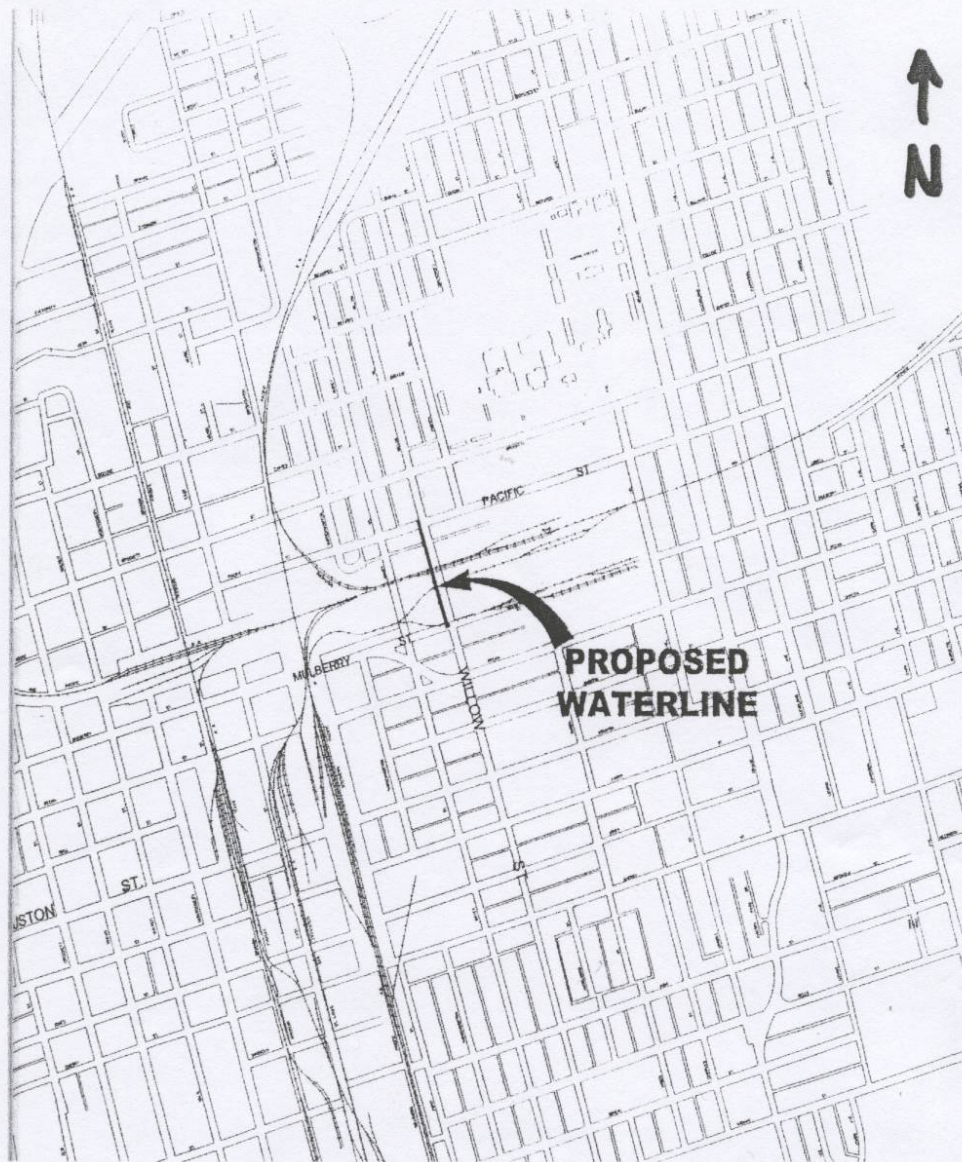
By: [Signature]
Contractor (Authorized Signature)

Date: 1/28/2010

CITY OF SHERMAN
WILLOW STREET WATER REPLACEMENT
JERRY PAUL HIGGINS, LTD.

1/28/2010

ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	ORIGINAL CONTRACT	CHANGE ORDER NO. 1			REV. QTY.	TOTAL CONTRACT
						ADD	DEDUCT	TOTAL		
1	F&I 6" DIA. AWWA C900 SDR18 PVC WATERLINE	785	LF	\$ 22.47	\$ 17,638.95				785	\$ 17,638.95
2	F&I 2" DIA. GATE VALVES	1	EA	\$ 483.25	\$ 483.25				1	\$ 483.25
3	F&I 4" DIA. GATE VALVES	1	EA	\$ 661.78	\$ 661.78		-1	\$ (661.78)	0	\$ -
4	F&I 6" DIA. GATE VALVES	3	EA	\$ 759.02	\$ 2,277.06				3	\$ 2,277.06
5	F&I CEMENT LINED D.I. FITTINGS	1	LOT	\$ 2,472.84	\$ 2,472.84				1	\$ 2,472.84
6	F&I ASPHALT STREET REPAIRS	176	LF	\$ 17.90	\$ 3,150.40				176	\$ 3,150.40
7	REPAIR CONC. DRVWY APPRCH, VALLEY GUTTERS	38	LF	\$ 72.34	\$ 2,748.92				38	\$ 2,748.92
8	REPAIR CONC. RESIDENTIAL SIDEWALKS	1	EA	\$ 860.00	\$ 860.00				1	\$ 860.00
9	F&I FIRE HYDRANT ASSY.	1	EA	\$ 2,690.72	\$ 2,690.72				1	\$ 2,690.72
10	F&I SHORT-SIDE SERVICE TAP	1	EA	\$ 640.42	\$ 640.42				1	\$ 640.42
11	F&I 1-1/2" TO 2" SERVICE CONNECTIONS	1	EA	\$ 880.60	\$ 880.60				1	\$ 880.60
12	ADD FOR 10" STEEL ENCASEMENT	20	LF	\$ 60.10	\$ 1,202.00				20	\$ 1,202.00
13	EQPT & LABOR TO INSTALL CITY-FURNISHED METER	1	EA	\$ 350.00	\$ 350.00				1	\$ 350.00
14	ADD FOR BORE & CASE RR STA. 3+39.2 TO 4+64.2	1	JOB		\$ 12,368.75				1	\$ 12,368.75
15	TRENCH EXCAVATION PROTECTION	PER	LF	\$ 0.75						\$ -
16	SWPPP	1	1	\$ 514.00	\$ 514.00				1	\$ 514.00
	TOTAL CONTRACT				\$ 48,939.69			\$ (661.78)		\$ 48,277.91





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.4

OTHER BUSINESS

Consider EOG Resources, Inc.'s Application for a Permit to Drill an Oil and Gas Well in an R-1 (One Family Residential) District in the 7200-8300 Blocks of U.S. Highway 75 South and the 500-600 Blocks of West Shepherd Road, being 109.35 Acres in the Friar McNeely Survey, Abstract No. 826

Issue

EOG Resources, Inc. has filed an application with the City of Sherman to drill an oil/gas well in the 7200 to 8300 blocks of U.S. Highway 75 South and the 500 to 600 blocks of West Shepherd Road. The public hearing on the application is scheduled for this meeting.

Background

EOG Resources, Inc. has provided the necessary paperwork for the application, including a permit from the Railroad Commission; an Oil Well Performance Bond in the amount of \$100,000; Liability Insurance in the amount of \$1,000,000; a copy of the Oil, Gas and Mineral Lease; and a list of citizens notified by registered mail of the public hearing. EOG Resources will also supply the City with a Publisher's Affidavit stating that the notice was advertised in the *Herald Democrat* on three separate occasions and return receipts from the registered mail notifications.

Subsequent to the Planning and Zoning Board meeting where this issue was approved, the staff has been researching the potential impacts of gas exploration on the City's water tables and air quality. While some recent studies and events in the Barnett Shale and other places have demonstrated that there are potential environmental risks, we believe these types of risks are manageable and remote. However, the staff would like additional time to validate this position by speaking with experts in the field of oil and gas exploration and environmental studies.

Origination

The application originated with EOG Resources, Inc.

Financial Consideration

There is no financial consideration to the City of Sherman.

Staff Recommendation

The staff recommends tabling this item and bringing back a positive recommendation to the Council that is supported by information from environmental experts. We believe this can be done in a few weeks.

Alternatives

The City Council could choose not to approve the application or issue a permit.

Attachments

Copies of the application; the Oil, Gas and Mineral Lease; the Liability Insurance; the Oil Well Performance Bond; the permit from the Railroad Commission; a copy of the public hearing notice that was published in the *Herald Democrat*; and a list of citizens notified by registered mail of the public hearing

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

Date: December 21, 2009

1. Name of Applicant: EOG Resources, Inc.
2. Permanent Address: 1111 Bagby, Sky Lobby 2
3. City, State, Zip: Houston, TX 77002
4. Is applicant an Individual, partnership or corporation?
☐ Individual ☐ Partnership ☒ Corporation
5. Principal Office: 421 W. Third St., Suite 150
Address: Fort. Worth State: TX Zip: 76102
6. Names of all partners or officers: Mark G. Papa, Loren M. Leiker,
Gary L. Thomas, Robert K. Garrison, Fredrick J. Plaeger, II,
Timothy K. Driggers

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: 100% ^{109.265 acres} square feet
 4. Names of all owners and lessees in block other than applicant, with number of square feet in block owned by each:

Ellis Olmstead Trust & G. Smith

- H:\CityClick\Master Forms\Bonds\Application for Permit to Drill or Deepen

APPLICATION FOR PERMIT TO DRILL OR DEEPEN

11. Source of power: ☒ Diesel ☐ Electric
12. Amount of well casing on hand with diameters:
3000' 9 5/8" 36# J55 LT+C for surface casing
13,500' 5 1/2" 17# P110 LT+C for production casing
13. Describe proposed arrangement for slush pit if allowed by City Council and arrangement for handling mud and waste if slush pit not allowed:
Earthen pit lined w/ 30 mil plastic liner. Fluid will be
transferred to a disposal site in Grandview, TX at the
end of drilling, and pit will be reclaimed.
14. Describe location and type of proposed production tanks, if allowed, and proposed arrangement for disposition of oil and gas produced:
Production tanks will be located on the drilling pad,
and will consist of one 500 bbl fiberglass tank for
water, and 2 or 3 300 bbl tanks for oil. Water and
oil will be trucked, gas (if any) will leave via
pipeline.
15. Name of surety company to carry bond required: Safeco Insurance
Company of America
16. Name of carrier of tort liability insurance required: Lexington Insurance
Company, Lloyd's & Certain Companies (see certificate attached)
17. Notice of this application was sent by registered mail to all owners and lessees (other than applicant) within the above-described block on 12/22, 2009.

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.

EO6 Resources, Inc.
Applicant.
By: DiDi Ross
Assoc. ROW & Lease Ops. Rep.

TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS
5259 E. HWY 377 • GRANBURY, TEXAS 76049
TELEPHONE: (817) 910-2672 • FAX (817) 326-5181
WWW.TOPOGRAPHIC.COM

GRAYSON COUNTY, TEXAS

SURFACE LOCATION: 2088' FSL & 2236' FEL

F. McNEELY SURVEY, A-826

C. S. DALE
A-356

M. G. FELERS
A-427

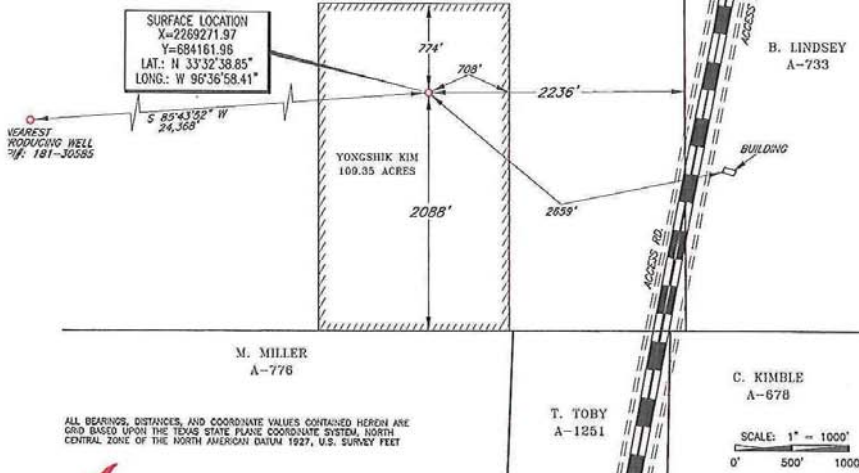
R. FOSTER
A-420

NO 27
OLD BOUNDARY
TEXAS NORTH CENTRAL ZONE

LEGEND

LEASE BOUNDARY
HIGHWAY
ROAD WAY
SURVEY LINE
IRON ROD FOUND

F. McNEELY
A-826



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

eog resources, inc.

LEASE NAME & WELL NO.: KIM #1 DATE OF SURVEY: 12/17/2009
LOCATED: ±2.5 MILES NORTH OF HOWE, TX GROUND ELEVATION: 783'
BEST ACCESSIBILITY TO LOCATION: FROM US. 75 ACCESS RD. TO A POINT ±2250 FEET SOUTHEAST OF THE LOCATION.
DISTANCE & DIRECTION
FROM HWY JCT. OR TOWN: FROM THE INTERSECTION OF US. 75 & FM. 902, GO NORTH ON ACCESS RD.
±1.6 MILES, THENCE WEST ON SHEPHERD RD. ±0.1 MILES, THENCE SOUTH ON US. 75 ACCESS RD. ±0.7
MILES TO A POINT ±2250 FEET SOUTHEAST OF THE LOCATION.

SHEET 1 OF 2 -SEE UNIT BOUNDARY PLAT ATTACHED HERETO AS SHEET 2



FILE: LO_KIM1_V3
J.S.T.

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.

TEXAS REG. NO. 5857

H:\E\G\LO_KIM1_V3.dwg, 12/21/2009 10:25:41 AM

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

CHECK NO. 1191515739

VENDOR NO. 276751

PAGE 1 OF 1

DATE 12/21/09

CITY OF SHERMAN
P O BOX 1106
SHERMAN, TX 75091 1106

VOUCHER NO.	INVOICE NO.	INVOICE DATE	DESCRIPTION	NET AMOUNT
097155	DEC1709	12/17/09	ACCESS LOCATION,ROADS & SURVEY	650.00
TOTAL CHECK AMOUNT				USD 650.00

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS.

THE FACE OF THIS CHECK IS PRINTED BLUE. THE BACK CONTAINS A SIMULATED WATERMARK.

EOG Resources, Inc.
P.O. Box 4362
Houston, TX 77210-4362

VENDOR NO. 276751

62-20 No. 1191515739
311 12/21/09

Six hundred fifty and 00/100 Dollars

PAY TO THE ORDER OF CITY OF SHERMAN
P O BOX 1106
SHERMAN, TX 75091 1106

*****\$650.00

NOT VALID AFTER 90 DAYS

OPERATIONS ACCOUNT

MP

1191515739 0311002091

3911028211

City Clerk (903) 892-7206

RECD: 00157438 12/22/2009 3:06 PM
OPER: CCC TERM: 113
REF#: 1191515739

TRAN: 113.9999 OTHER MISC
EOG RESOURCES OIL AND GAS
APPLICATION PERMIT
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

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 DRIVERS LICENSE NUMBER.

MEMORANDUM OF PAID UP OIL AND GAS LEASE

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

WHEREAS, Yongshik Kim, as Lessor, whose address is 670 West Arapaho, Suite 14, Richardson, Texas 75080 and Whitesands Energy Holdings, as Lessee, whose address is 3901 James Town Place, Plano, Texas, 75023, entered into a Paid Up Oil and Gas Lease dated September 11, 2009, covering land situated in Grayson County, State of Texas, and being more particularly described as follows, to-wit:

381.4515 acres of land, more or less, out of and a part of the Thomas Toby Survey, A-1251, the Mary Miller Survey, A-776, the Friar McNeely Survey, A-826 and the Benjamin Lindsay Survey, A-733, Grayson County, Texas; being more fully described in Seven Tracts as follows: Tract One: 20.9215 acres of land, more or less, being out of the Benjamin Lindsay Survey, A-733, Grayson County, Texas, and being the same land described in a Warranty Deed dated May 9, 1966 from Vista Farms, Inc. to Henry S. Miller, Jr., recorded in Volume 1054, Page 624, Deed Records, Grayson County, Texas; Tract Two: 79.685 acres of land, more or less, situated in the Mary Miller Survey, A-776 and the Thomas Toby Survey, A-1251, Grayson County, Texas; being the same land described in a Warranty Deed with Vendor's Lien dated September 28, 1984 from Robert E. B. Fielder to Delwin W. Morton, recorded in Volume 1716, Page 145, Deed Records, Grayson County, Texas; Tract Three: 4.288 acres of land, more or less, situated in the Benjamin Lindsay Survey, A-733, Grayson County, Texas; being the same land described as First Tract of Tract 4 in a Warranty Deed dated March 28, 1972 from Jerry L. Talley, et al to Robert W. Rehmet, et al, recorded in Volume 1214, Page 602, Deed Records, Grayson County, Texas; Tract Four: 53.76 acres of land, more or less, situated in the Friar McNeely Survey, A-826, Grayson County, Texas; being the same land described in a Warranty Deed dated September 28, 1984 from Recovery Company to Delwin W. Morton, recorded in Volume 1718, Page 514, Deed Records, Grayson County, Texas; Tract Five: 21.235 acres of land, more or less, situated in the Thomas Toby Survey, A-1251 and the Mary Miller Survey, A-776, Grayson County, Texas; being the same land described in a Warranty Deed dated October 24, 1968 from Howe State Bank to Elizabeth H. Penn, a widow, recorded in Volume 1119, Page 19, Deed Records, Grayson County, Texas; Tract Six: 92.297 acres of land, more or less, being the residue of a 96.585 acre tract of land, situated in the Friar McNeely Survey, A-826, Grayson County, Texas, being the same land described in a Warranty Deed dated October 25, 1984 from J.L. Rehmet, et al to Niels T. Sorenson, recorded in Volume 1721, Page 188, Deed Records, Grayson County, Texas, SAVE AND EXCEPT: 4.288 acres of land, situated in the Benjamin Lindsay Survey, A-733, Grayson County, Texas, being the same land described as First Tract of Tract 4 in a Warranty Deed dated March 28, 1972 from Jerry L. Talley to Robert W. Rehmet, et al, recorded in Volume 1214, Page 602, Deed Records, Grayson County, Texas; Tract Seven: 109.265 acres of land, more or less, being the residue of a 130.50 acre tract of land, situated in the Friar McNeely survey, A-826, Grayson County, Texas; being the same land described in a Warranty Deed dated September 28, 1984 from Recovery Company to Delwin W. Morton, recorded in Volume 1718, Page 519, Deed Records, Grayson County, Texas; SAVE AND EXCEPT 21.235 acres of land, more or less, situated in the Thomas Toby Survey, A-1251 and the Mary Miller Survey, A-776, Grayson County, Texas; being the same land described in a Warranty Deed dated October 24, 1968 from Howe State Bank to Elizabeth H. Penn, a widow, recorded in Volume 1119, Page 19, Deed Records, Grayson County, Texas.

WHEREAS, Lessor and Lessee desire to give public notice of the execution and delivery of said Lease by the recordation of this Memorandum of Paid Up Oil and Gas Lease:

NOW, THEREFORE, for the purposes aforesaid, Lessor and Lessee hereby state as follows:

1. The Lease provides for a Five (5) year primary term.
2. The lease contains special provisions as more particularly set forth therein, a copy of which is in the possession of both the Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed effective for all purposes as of the lease date.

LESSOR:

Yongshik Kim
Yongshik Kim

THE STATE OF TEXAS

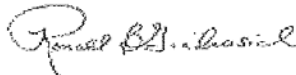
COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 8th day of October ~~September~~ 2009, by Yongshik Kim.

Michael S. Teer
Notary Public, State of Texas



ACORD_{TM}		CERTIFICATE OF INSURANCE		ISSUE DATE 10/22/2009	
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202 800-476-2211			This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.		
INSURED EOG Resources, Inc 1111 Bagby, Sky Lobby 2 Houston, TX 77002			COMPANIES AFFORDING COVERAGE		
			Company A Lexington Insurance Company		
			Company B Lloyds & Certain Companies		
			Company C		
			Company D		
			Company E		
This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of 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, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.					
CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☐ Owners' and Contractors' Protection ☐ General Aggregate Limit applies per: ☒ Policy ☐ Project ☐ Location	021435704	05/01/2009 05/01/2010	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE \$ 250,000 MEDICAL EXPENSE \$ PERS. AND ADVERTISING INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS AND COMP. OPER. AGG. \$ 2,000,000	
	AUTOMOBILE LIABILITY ☐ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☐ Hired Automobiles ☐ Non-owned Automobiles ☐			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMPREHENSIVE COLLISION	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit Other EL EACH ACCIDENT \$ EL DISEASE (Each employee) \$ EL DISEASE (Policy Limit) \$ EACH OCCURRENCE \$ AGGREGATE \$	
	EXCESS LIABILITY ☐ Occurrence ☐ Claims Made			See Below for Limit \$ \$ \$ \$ \$	
B	PROP PKG/CONTROL OF WELL	PE0802423 MSW0377	05/01/2009 05/01/2010	See Below for Limit \$ \$ \$ \$ \$	
Property Package includes Operator's Extra Expense - Limit: \$20,000,000. For Insured's Interest Only Re: Permit for Oil and Gas wells					
CERTIFICATE HOLDER City of Sherman 220 W. Mulberry Sherman, TX 75090			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
			Authorized Representative 		
			Page 1 of 1 Certificate ID # 1FPHKTHP		



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. 6676717

KNOW ALL MEN BY THESE PRESENTS:

That we, EOG Resources, Inc., as principal, and Safeco Insurance Company of America 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 & 00/100 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. N/A 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 thereof 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 18th day of December,
20 09 EOG Resources, Inc.

**Kim #1 Well

PRINCIPAL Helen Y. Lim
Helen Y. Lim, VP & Treasurer

SURETY Safeco Insurance Company of America

Tannis Mattson
Tannis Mattson, Attorney in fact

AGENT Marsh USA, Inc.
1000 Main, Suite 3000
ADDRESS Houston, TX 77002

PHONE NO 713-276-8678

PRINCIPAL EOG Resources, Inc.
111 Bagby, Sky Lobby 2
ADDRESS Houston, TX 77002

PHONE NO 713-651-6872

POWER
OF ATTORNEY

No. 5713

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

**AMY FOWLER; DON ALD R. GIBSON; MELISSA HADDICK; JOE MARTINEZ; TANNIS MATTSON; TERRI MORRISON;
SANDRA PARKER; MARY PENA; ELIZABETH RHODES; GINA A. RODRIGUEZ; Houston, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 20th day of October 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and

(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of December 2009



Dexter R. Legg

Dexter R. Legg, Secretary

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 688911	DATE PERMIT ISSUED OR AMENDED Dec 21, 2009	DISTRICT * 09
API NUMBER 42-181-31460	FORM W-1 RECEIVED Dec 21, 2009	COUNTY GRAYSON
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Vertical	ACRES 109.35
OPERATOR EOG RESOURCES, INC. 253162		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (940) 723-2153
LEASE NAME KIM		WELL NUMBER 1
LOCATION 2.5 miles N direction from HOWE		TOTAL DEPTH 13500
Section, Block and/or Survey SECTION  BLOCK  ABSTRACT  826 SURVEY  MC NEELY, F		
DISTANCE TO SURVEY LINES 2088 ft. S 2236 ft. E		DISTANCE TO NEAREST LEASE LINE 708 ft.
DISTANCE TO LEASE LINES 774 ft. N 708 ft. E		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE
WILDCAT	109.35	13,500
KIM	708	0
WELL # NEAREST WE		
DIST		
09		
RESTRICTIONS: For exploratory test only		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97.		

Railroad Commission of Texas

PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

CONDITIONS AND INSTRUCTIONS

Permit Invalidation. It is the operator's responsibility to make sure that the permitted location complies with Commission density and spacing rules in effect on the spud date. The permit becomes invalid automatically if, because of a field rule change or the drilling of another well, the stated location is not in compliance with Commission field rules on the spud date. If this occurs, application for an exception to Statewide Rules 37 and 38 must be made and a special permit granted prior to spudding. Failure to do so may result in an allowable not being assigned and/or enforcement procedures being initiated.

Permit expiration. This permit expires two (2) years from the date of issuance shown on the original permit. The permit period will not be extended.

Drilling Permit Number. The drilling permit number shown on the permit MUST be given as a reference with any notification to the district (see below), correspondence, or application concerning this permit.

Rule 37 Exception Permits. This Statewide Rule 37 exception permit is granted under either provision Rule 37 (h)(2)(A) or 37(h)(2)(B). Be advised that a permit granted under Rule 37(h)(2)(A), notice of application, is subject to the General Rules of Practice and Procedures and if a protest is received under Section 1.3, "Filing of Documents," and/or Section 1.4, "Computation of Time," the permit may be deemed invalid.

Before Drilling

Fresh Water Sand Protection. The operator must set and cement sufficient surface casing to protect all usable-quality water, as defined by the Texas Commission on Environmental Quality (TCEQ). Before drilling a well, the operator must obtain a letter from the Texas Commission on Environmental Quality stating the depth to which water needs protection. Write: Texas Commission on Environmental Quality (Surface Casing-MC151), P.O. Box 13087, Austin, TX 78711-3087. File a copy of the letter with the appropriate district office.

During Drilling

Permit at Drilling Site. A copy of the Form W-1 Drilling Permit Application, the location plat, a copy of Statewide Rule 13 alternate surface casing setting depth approval from the district office, if applicable, and this drilling permit must be kept at the permitted well site throughout drilling operations.

***Notification of Setting Casing.** The operator MUST call in notification to the appropriate district office (phone number shown on the permit) a minimum of eight (8) hours prior to the setting of surface casing, intermediate casing, AND production casing. The individual giving notification MUST be able to advise the district office of the drilling permit number.

Completion and Plugging Reports

Producing Well. Statewide Rule 16 states that the operator of a well shall file with the Commission the appropriate completion report within thirty (30) days after completion of the well or within ninety (90) days after the date on which the drilling operation is completed, whichever is earlier. Completion of the well in a field authorized by this permit voids the permit for all other fields included in the permit unless the operator indicates on the initial completion report that the well is to be a dual or multiple completion and promptly submits an application for multiple completion. All zones are required to be completed before the expiration date on the existing permit. Statewide Rule 40(d) requires that upon successful completion of a well in the same reservoir as any other well previously assigned the same acreage, proration plats and P-15s (if required) must be submitted with no double assignment of acreage.

Dry or Noncommercial Hole. Statewide Rule 14(b)(2) prohibits suspension of operations on each dry or non-commercial well without plugging unless the hole is cased and the casing is cemented in compliance with Commission rules. If properly cased, Statewide Rule 14(b)(2) requires that plugging operations must begin within a period of one (1) year after drilling or operations have ceased. Plugging operations must proceed with due diligence until completed. An extension to the one-year plugging requirement may be granted under the provisions stated in Statewide Rule 14(b)(2).

Intention to Plug. The operator must file a Form W-3A (Notice of Intention to Plug and Abandon) with the district office at least five (5) days prior to beginning plugging operations. If, however, a drilling rig is already at work on location and ready to begin plugging operations, the district director or the director's delegate may waive this requirement upon request, and verbally approve the proposed plugging procedures.

***Notification of Plugging a Dry Hole.** The operator MUST call in notification to the appropriate district office (phone number shown on permit) a minimum of four (4) hours prior to beginning plugging operations. The individual giving the notification MUST be able to advise the district office of the drilling permit number and all water protection depths for that location as stated in the Texas Commission on Environmental Quality letter.

*NOTIFICATION

The operator is REQUIRED to notify the district office when setting surface casing, intermediate casing, and production casing, or when plugging a dry hole. Time requirements are given above. The drilling permit number MUST be given with such notifications.

DIRECT INQUIRIES TO: DRILLING PERMIT SECTION, OIL AND GAS DIVISION

PHONE
(512) 463-6751

MAIL:
PO Box 12967
Austin, Texas, 78711-2967

To be published in the Herald-Democrat:

Notice is hereby given that EOG Resources, Inc., acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 22nd day of December, 2009 file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and/or gas upon lands located in the F. McNeeley Survey, Abstract 826, City of Sherman, Grayson County, Texas. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5 o'clock on the 15th day of February, 2010.

Must run three times beginning on January 20, 2010

Herald-Democrat
603 S. Sam Rayburn Freeway
Sherman, TX 75090

903-893-8181
903-465-7171

Running Wed Jan 27
Tues Feb 2
Sun Feb 7

email to:
linda@ci.sherman.tx.us

email jsewell@herald democrat.com



EOG Resources, Inc.
421 West 3rd Street, Suite 150
Fort Worth, TX 76102

January 25, 2010

Yongshik Kim
670 W. Arapaho Rd., Suite 14
Richardson, TX 75080

Dear Mineral, Surface or Royalty Owner:

Notice is hereby given that EOG Resources, Inc., acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 22nd day of December, 2009 file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and/or gas upon lands located in the F. McNeely Survey, Abstract 826, City of Sherman, Grayson County, Texas. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5 o'clock on the 15th day of February, 2010.

If you have any questions regarding EOG activities in your area, please feel free to contact me during regular business hours, and I will try to answer your questions.

Sincerely,

Vicki Ross
Associate Right of Way and
Lease Operations Representative
817-339-9380

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CERTIFIED MAIL [®] RECEIPT	
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
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Sent to Yongshik Kim	
or PO Box No. 670 W. Arapaho, Suite 14	
City, State, ZIP+4 [®] Richardson, TX 75080	
PS Form 3811, February 2004 See Reverse for Instructions	

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■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:	
Yongshik Kim 670 W. Arapaho Rd., Suite 14 Richardson, TX 75080	
2. Article Number (Transfer from service label)	
7008 1830 0001 3444 7703	

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A. Signature	
X	☐ 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	☐ Express Mail
☐ Registered	☐ Return Receipt for Merchandise
☐ Insured Mail	☐ O.D.D.
4. Restricted Delivery? (Extra Fee)	
☐ Yes ☐ No	

PS Form 3811, February 2004 Domestic Return Receipt 100595-02-M-1540



EOG Resources, Inc.
421 West 3rd Street, Suite 150
Fort Worth, TX 76102

January 25, 2010

W.W. Collins Holdings, LP
3821 Lands End
Fort Worth, TX 76109

Dear Mineral, Surface or Royalty Owner:

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Sincerely,

Vicki Ross
Associate Right of Way and
Lease Operations Representative
817-339-9380

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(If Delayed Delivery Fee (Endorsement Required))	
Total Postage & Fees	\$

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Here

Sent to
W.W. Collins Holdings, LP
3821 Lands End
Fort Worth, TX 76109
PS Form 3811, February 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ 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.	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes
1. Article Addressed to: W.W. Collins Holdings, LP 3821 Lands End Fort Worth, TX 76109	
2. Article Number (Transfer from service label) PS Form 3811, February 2004	7006 1630 0001 3444 7730 Domestic Return Receipt 108595-02-04-1540



EOG Resources, Inc.
421 West 3rd Street, Suite 150
Fort Worth, TX 76102

January 25, 2010

Olmstead, Ellis Tr & Smith, G
PO Box 1298
Sherman, TX 75091

Dear Mineral, Royalty or Adjacent Surface Owner:

Notice is hereby given that EOG Resources, Inc., acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 22nd day of December, 2009 file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and/or gas upon lands located in the F. McNeeley Survey, Abstract 826, City of Sherman, Grayson County, Texas. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5 o'clock on the 15th day of February, 2010.

If you have any questions regarding EOG activities in your area, please feel free to contact me during regular business hours, and I will try to answer your questions.

Sincerely,

Vicki Ross
Associate Right of Way and
Lease Operations Representative
817-339-9380

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P.O. Box 1298
Sherman, TX 75091

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Olmstead, Ellis Tr & Smith, G
PO Box 1298
Sherman, TX 75091

2. Article Number (Transfer from service label) 7008 1830 0001 3444 7727

COMPLETE THIS SECTION ON DELIVERY

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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 ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

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SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.5

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.6

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.7

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. D.8

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 2-15-2010

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2010 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		5	6	7	8	9
3	4	12	13	14	15	16
10	11	19	20	21	22	23
17	18	26	27	28	29	30
24	25					
31						

FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01/04/10 - January 4th Council meeting cancelled - holiday schedules
01/18/10 - M.L.K., Jr. Birthday / Regular Council Meeting
02/15/10 - Washington's Birthday / Regular Council Meeting
07/05/10 - Independence Day - Called Council Meeting on 07/06/10
09/06/10 - Labor Day / Called Council Meeting on 09/07/10