

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 5, 2011
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 21, 2011](#)

Public Hearing

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5729 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/Gas Well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District at 4329 U.S. Highway 82 East, being 194.896 acres in the William Brogden Survey, Abstract No. 92 (Jack and Patsy Pierce, Mineral Rights Owners; Greg Spalding, Longfellow Energy, LP, Representative; and Sartin & Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Close Public Hearing and Consider Adoption of Ordinances

- B.2 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Number: 5729
- B.3 [CONSENT AGENDA](#)
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- C.1 [RESOLUTION NO. 5638](#)
Authorizing the Acceptance of Fiscal Year 2011 State Homeland Security Grant Program (SHSP) and State Homeland Security Program Law Enforcement and Terrorism Prevention Assistance (SHSP LETPA) Federal Grant Award Number EMW-2011-SS-00019 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security; Authorizing the Purchase of Equipment Related to Regional Response

C.2 [RESOLUTION NO. 5639](#)

Authorizing the Purchase of 4RE HD In-Car Video Systems for the Sherman Police Department from WatchGuard Video LLC through the Houston-Galveston Area Council of Governments (H-GAC)

C.3 [* RESOLUTION NO. 5640](#)

Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Distribution and Collection Miscellaneous Parts and Materials

Other Business

D.1 [* OTHER BUSINESS](#)

Consider Longfellow Energy, LP's Application for a Permit to Drill an Oil and Gas Well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District at 4329 U.S. Highway 82 East, being 194.896 Acres in the William Brogden Survey, Abstract No. 92

D.2 [CITIZEN REQUESTS](#)

D.3 [MEDIA QUESTIONS](#)

D.4 [COUNCIL COMMENTS](#)

D.5 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

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: 12-5-2011

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Robert G. Softly, Council Member



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. A.3

INVOCATION BY COUNCIL MEMBER ROBERT G. SOFTLY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. A.4

APPROVE MINUTES
OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 21, 2011

STATE OF TEXAS

§

November 21, 2011

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 21, 2011.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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 Deputy Mayor Willie Steele.

Deputy Mayor Steele introduced Rowdy Butler, Webelos Den, Pack 9, to lead the Pledge of Allegiance.

Mayor Magers recognized Don Eldredge, Herald Democrat Editor, who was in attendance to cover the City Council Meeting.

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 7, 2011 and the Called City Council Meeting (Election Canvass) of November 16, 2011. Deputy Mayor Steele moved to approve the Minutes as presented; Second by Council Member Softly. All present voted AYE.

MOTION CARRIED.

PROCLAMATION

"SHERMAN HOUSEHOLDS AND INDUSTRIES FOR TAX RELIEF AND STREETS – SHIFTRS"

SHIFTRS

Mayor Magers congratulated newly elected Council Members Robert Softly and David Plyler.

At the November 8, 2011 Election, the ballot also included an initiative to reauthorize the use of sales tax for the repair and maintenance of streets. The initiative is a million dollar savings for property tax owners and it passed by 89%.

Mayor Magers wanted to recognize the citizens and entities that participated financially in the campaign to reauthorize the sales tax. He read a proclamation listing the contributors to the specific purpose committee, SHIFTRS, Sherman Households and Industries for Tax Relief and Streets.

He thanked all who provided financial support adding that it was his goal to make this an afterthought. It is very important to "shift" the revenues for streets from a property

tax base to a sales tax base. Every four years the citizens have a chance to “grade” the City Council on the job they have done. He added that four years from now he looked forward to another successful sales tax initiative. “It’s a great policy.”

RESOLUTION NO. 5637 – CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

**RES 5637
GRAYSON APPRAISAL
DISTRICT BOARD
OF DIRECTORS**

Mayor Magers said Kiki Osterman, President of the Sherman School Board, contacted him asking if the City Council would be willing to support a candidate for the Grayson Appraisal District Board of Directors.

In the past, the City Council has not used their votes because they have an issue with the way property taxes are allocated in Texas. It is not based on value, but on tax levy. Therefore if an entity has higher taxes, they get more votes.

However, the SISD did support the sales tax initiative. Ms. Osterman has put together a coalition of the County and the School District to use their excess votes to elect another Appraisal District Board Member. She asked the City to include their votes toward the election too.

Lynn Mitchusson, 1716 Robin Drive

Mr. Mitchusson introduced himself saying he currently serves on the Sherman School Board and has been a lifelong resident of Sherman.

He worked at the Grayson Appraisal District in 1980 and previously worked at the County Tax Office and the Denison School District. He knows how the office operates and has knowledge of the process from appraisals to management.

Mayor Magers asked where he stood on keeping the Appraisal District in downtown Sherman. Mr. Mitchusson said it needs to stay downtown where the Court House is located.

ACTION TAKEN.

Motion by Council Member Smith to approve Resolution No. 5637, casting the City’s votes for Lynn Mitchusson to serve on the Grayson Central Appraisal District Board of Directors. Second by Council Member Howeth.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL ELECTION OF DEPUTY MAYOR

Mayor Magers asked for nominations for the Office of Deputy Mayor.

**ELECTION OF
DEPUTY MAYOR**

ACTION TAKEN.

Motion by Council Member Howeth to elect Council Member Willie Steele to serve as Deputy Mayor, for a term from November 21, 2011 to November 6, 2012.

Second by Council Member Smith.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5728 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.07, ENTITLED "WATER, SEWERS AND SEWAGE DISPOSAL", DIVISION 5, ENTITLED "REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE", PART II, ENTITLED "GENERAL SEWER USE REQUIREMENTS", AT SECTION 13.07.356, ENTITLED "SPECIFIC POLLUTANT LIMITATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5728
DISPOSAL OF
INDUSTRIAL WASTE

Mark Gibson, Director of Engineering and Public Works, explained the proposed revision for the allocation of local limits for the City's Pretreatment Program. He said the proposed changes will make it more efficient and equitable for all industries and those industries are in agreement with the proposed changes. Mr. Gibson said it will also provide stability and predictability for the industries.

Local limits apply to the ability of the City's Wastewater Treatment Plant to treat the wastewater entering the plant. The City must comply with the criteria set by the State pertaining to any stream in which they discharge.

Waste entering the plant is either commercial, residential, or industrial and the proposed changes apply only to the industrial component. Only 13 industries are currently permitted in the City of Sherman. Texas Instruments and Texas Health have two discharge points so they have two permits. There are also 13 pollutants for which the City issues permits.

Under the current system, Industrial Contributory Flow, the pollutants are allocated out to each industry based on their need. This allocation must then be reallocated for all 13 industries any time an industry leaves town, a new industry locates in town, or they change their product lines and the pollutants change. Every one of the permits must be reissued, which is a very labor intensive process. Mr. Gibson added that this happens approximately four times annually. It's not stable and it's not predictable.

The proposal is to move to a Uniform Concentration Method, where everyone receives an equal allocation of all

pollutants. The limits do not change with new industries entering, leaving, or changing processes. There will be no changes to permits, only the flow will vary. These proposed limits exceed the industries' existing discharge concentrations, which means no industry will need to put in treatment equipment to meet these levels at the current time.

Mayor Magers asked if the industries have a pretty good margin between their pollutants and the discharge level of the pollutant. Mr. Gibson said some are closer than others, but all industries are below the level at the current time. He added that generally only their flow will change and be affected.

The proposed system would be much fairer and gives everyone a "level playing field." The Industrial Contributory Flow system is very resource intensive for both the industry and the regulator. Mr. Gibson added that the State also recommends conversion to the Uniform Concentration Method and 95% of all pretreatment facilities in the United States use this method. In Texas, 68 out of 72 industrial pretreatment programs use the proposed method.

He outlined benefits of the proposed change for both the industries and the City including relaxed limits for some industries and a streamlined permit process, as well as a reduction in workload and the possible development of standardized reporting. The proposed change will have no effect on commercial or residential wastewater.

Mayor Magers verified that instead of looking at each industry's output, the City would be looking at the totals. Mr. Gibson said the staff has met with all affected industries and the proposed change is acceptable to them and will be more equitable and efficient. He added that it provided stability for industries and their future operations.

Mayor Magers asked what would happen if an industry exceeded the level. Mr. Gibson explained that all industries have the same level of each pollutant, only the flow will vary. If they have a process that will discharge above that level, they will need to put in some type of pretreatment to reduce that pollutant. Council Member Wacker verified that industries will not be allowed to "trade" pollutants to meet the discharge levels.

Council Member Howeth felt this would be a positive change to attract new businesses to Sherman.

No citizens appeared before the City Council to discuss Ordinance 5728.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 5728

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.07, ENTITLED "WATER, SEWERS AND SEWAGE DISPOSAL", DIVISION 5, ENTITLED "REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE", PART II, ENTITLED "GENERAL SEWER USE REQUIREMENTS", AT SECTION 13.07.356, ENTITLED "SPECIFIC POLLUTANT LIMITATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5728
DISPOSAL OF
INDUSTRIAL WASTE

ACTION TAKEN.

Motion by Council Member Smith to approve Ordinance No. 5728, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda.

CONSENT AGENDA

Deputy Mayor Steele verified that the City had advertised locally to purchase the fleet for the Distribution / Collection Department before it was actually purchased through the Houston-Galveston Area Council of Governments and the Texas Local Government Purchasing Cooperative.

Council Member Smith verified that the equipment being purchased was due to the City moving street and water repairs in-house in an effort to save money.

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

RESOLUTIONS

RESOLUTION NO. 5633 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MUNICIPAL WATER WORKS SUPPLY FOR THE PURCHASE OF WATER METERS AND WATER METER RADIO-READ ENDPOINTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MUNICIPAL WATER WORKS SUPPLY FOR THE PURCHASE OF WATER METERS AND WATER METER RADIO-READ ENDPOINTS.

CONSENT AGENDA.

RES 5633
WATER METERS &
WATER METER
RADIO-READ
ENDPOINTS

RESOLUTION NO. 5634 – AUTHORIZING THE PURCHASE OF A REPLACEMENT BACKHOE AND MINI EXCAVATOR FOR THE DISTRIBUTION/COLLECTION DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A REPLACEMENT BACKHOE AND MINI EXCAVATOR FOR THE DISTRIBUTION/COLLECTION DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).
CONSENT AGENDA.

**RES 5634
PURCHASE OF
BACKHOE &
MINI EXCAVATOR**

RESOLUTION NO. 5635 – AUTHORIZING THE PURCHASE OF A 2-½ TON FLAT BED DUMP TRUCK FOR THE DISTRIBUTION/COLLECTION DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2-1/2 TON FLAT BED DUMP TRUCK FOR THE DISTRIBUTION/ COLLECTION DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

**RES 5635
PURCHASE OF
DUMP TRUCK**

RESOLUTION NO. 5636 – AUTHORIZING THE PURCHASE OF REHABILITATION SERVICES FROM FUQUAY, INC. FOR REPAIRS TO THE FLOCCULATION/SEDIMENTATION BASINS AND PIPELINE AT THE WATER TREATMENT PLANT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF REHABILITATION SERVICES FROM FUQUAY, INC. FOR REPAIRS TO THE FLOCCULATION/SEDIMENTATION BASINS AND PIPELINE AT THE WATER TREATMENT PLANT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).
CONSENT AGENDA.

**RES 5636
WATER TREATMENT
PLANT REPAIRS**

OTHER BUSINESS

DISCUSSION OF RIGHT-OF-WAY SAFETY REGULATIONS

Brandon Shelby, City Attorney, said the City has received complaints from citizens concerning people soliciting on City streets. These solicitors include charitable organizations. The City currently has no ordinance to specifically address soliciting in the right-of-way. The State Transportation Code prohibits soliciting in the right-of-way unless the solicitor is from a charitable organization that has been permitted by the City.

**R-O-W SAFETY
REGULATIONS**

Mr. Shelby asked for City Council direction to develop an ordinance that will make it easier for the Police Department to enforce the State statute. Also by codifying the State statute under a local ordinance, the City will be allowed to keep more money from the fine.

Mayor Magers said he has received a number of complaints about solicitors on Loy Lake Road and he did feel it was a problem. He understood that if the solicitor was on the sidewalk and not in the street, it was okay.

Police Chief Tom Watt said if they don't have a permit, they can't solicit. If they do have a permit they can't get into the street. Mayor Magers questioned how they would solicit money without going into the street.

Deputy Mayor Steele verified that panhandling by an individual on the street corner is already illegal under the Transportation Code. Mr. Shelby added that codifying it in an ordinance makes it easier to prosecute in Municipal Court.

Mr. Shelby said by using the State statue as a model, the City can control where these charitable organizations can solicit by the permit process.

ACTION TAKEN.

Motion by Council Member Wacker to pursue an ordinance regulating right-of-way safety regulations for consideration by the City Council, as presented. Second by Council Member Softly.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

DISCUSSION OF THE SHERMAN MUNICIPAL AIRPORT ADVISORY BOARD

Mayor Magers said there is currently one person on the Airport Advisory Board. The City staff has been doing an excellent job of managing the Airport over the past two years. The advisory board is an "advisory board" to the City Council.

Ross Richardson, 2115 Turtle Creek Circle

Mr. Richardson said the Airport Advisory Board recognizes that they are an advisory board and that the City Council has the final word. Since 2010 the terms of board members have been expiring and the City Council should consider the applications and make appointments. The board has not met in 2011 to make any recommendations to the City Council.

Mayor Magers reiterated that the staff has done a great job of managing the Airport for the past few years. The Council will have some very critical decisions in the next couple of years regarding the Airport. In 2015 the Council will be looking at \$500,000 to repair and remodel some ramps. He said he respected the Airport Board's position, however he felt the Airport is a very small part of City government. There are 13 hangar slots at the Airport, and only six of those are used by Sherman residents.

AIRPORT ADVISORY BOARD

The decision making needs to be at the City Council level without the politics that might go along with it. Mayor Magers felt the Council needs to begin planning today for what will happen three years from now.

Council Member Smith did not feel he had enough information on how the staff is managing the Airport versus use of the Advisory Board. George Olson, City Manager, explained that the staff has managed the Airport forever and has always been responsible for the facility. The Advisory Board is an advisory board to the City Council.

Mr. Richardson said the advisory board is compiled of people that are interested and knowledgeable of aviation and airport matters and they are the ones that discuss what needs to be done, prioritize items, and then present it to the Council. There are also some generous grants from the Texas Department of Transportation that help with the ramp repairs and improvement programs. Mayor Magers said the Council is aware of the grants.

Deputy Mayor Steele said the funds are available, however there are many strings attached and the City would be "on the hook" for a certain period of time, a certain amount of money, and for maintenance. Council Member Wacker agreed that the Council needs to look at the future of the Airport. She added that if the Council is not going to use the advisory board, then the ordinance should be amended to dissolve the board.

Mayor Magers asked the staff to place an item on the agenda to discuss the Airport situation.

CITIZENS REQUESTS

There were no citizens requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS:

COUNCIL AUDIT COMMITTEE (3)

INVESTMENT COMMITTEE (2)

TAX REINVESTMENT COMMITTEE (2)

TAX INCREMENT FINANCING BOARD #1 (3)

TAX INCREMENT FINANCING BOARD #2 (3)

TAX INCREMENT FINANCING BOARD #3 (3)

ACTION TAKEN.

Motion by Council Member Howeth to reappoint Cary Wacker and Joe Smith and to appoint David Plyler to the Council Audit Committee for a term from November 22, 2011 to November 2012; to reappoint Willie Steele and Robert Softly to the Investment Committee for a term from November 22, 2011 to November 2012; to reappoint Joe Smith and to appoint David Plyler to the Tax Reinvestment Committee for a term from November 22, 2011 to November 2012; to reappoint Bill Magers and

BOARD APPOINTMENTS

Willie Steele and to appoint David Plyler to the Tax Increment Financing Board #1 for a term from November 22, 2011 to November 2012; to reappoint Bill Magers and Willie Steele and to appoint David Plyler to the Tax Increment Financing Board #2 for a term from November 22, 2011 to November 2012; and to reappoint Bill Magers and Willie Steele and to appoint David Plyler to the Tax Increment Financing Board #3 for a term from November 22, 2011 to November 2012. Second by Deputy Mayor Steele.

VOTING AYE: Howeth, Plyler, Smith, Softly, Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

GLAD TO SERVE CITIZENS

Council Member Plyler said he was glad to be able to serve the citizens.

GLAD TO SERVE
CITIZENS

THANKS TO WEBELOS

Deputy Mayor Steele thanked the Webelos for attending the City Council Meeting.

THANKS TO
WEBELOS

HAPPY THANKSGIVING

Council Member Wacker wished everyone a safe and happy Thanksgiving week.

HAPPY THANKSGIVING

HAPPY THANKSGIVING

Council Member Softly wished everyone a happy Thanksgiving. The Friendly Church of God in Christ will be distributing 150 Thanksgiving baskets to recipients tomorrow.

HAPPY THANKSGIVING

SHERMAN BEARCATS IN PLAYOFFS

Council Member Howeth said the Sherman Bearcats won in the Area Playoff game against Wichita Falls Rider last Friday night. She invited all citizens to attend the Regional Playoff game against Rockwall Heath in Denton on Saturday, November 26, 2011.

SHERMAN BEARCATS
IN PLAYOFFS

SHERMAN BEARCATS IN PLAYOFFS

Mayor Magers referenced the Sherman-Denison Football Rivalry and showed a photograph of Denison Mayor Robert Brady wearing a Sherman Bearcat jersey. Mayor Brady was showing his support for the Bearcats and called to wish Sherman the best in the playoffs.

SHERMAN BEARCATS
IN PLAYOFFS

SERVICE ON PLANNING AND ZONING COMMISSION

Scott Shadden, Director of Development Services, presented Council Member David Plyler with a plaque for his service on the Planning and Zoning Commission from June 5, 2007 through November 15, 2011.

SERVICE ON
PLANNING & ZONING
COMMISSION

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:47 p.m.

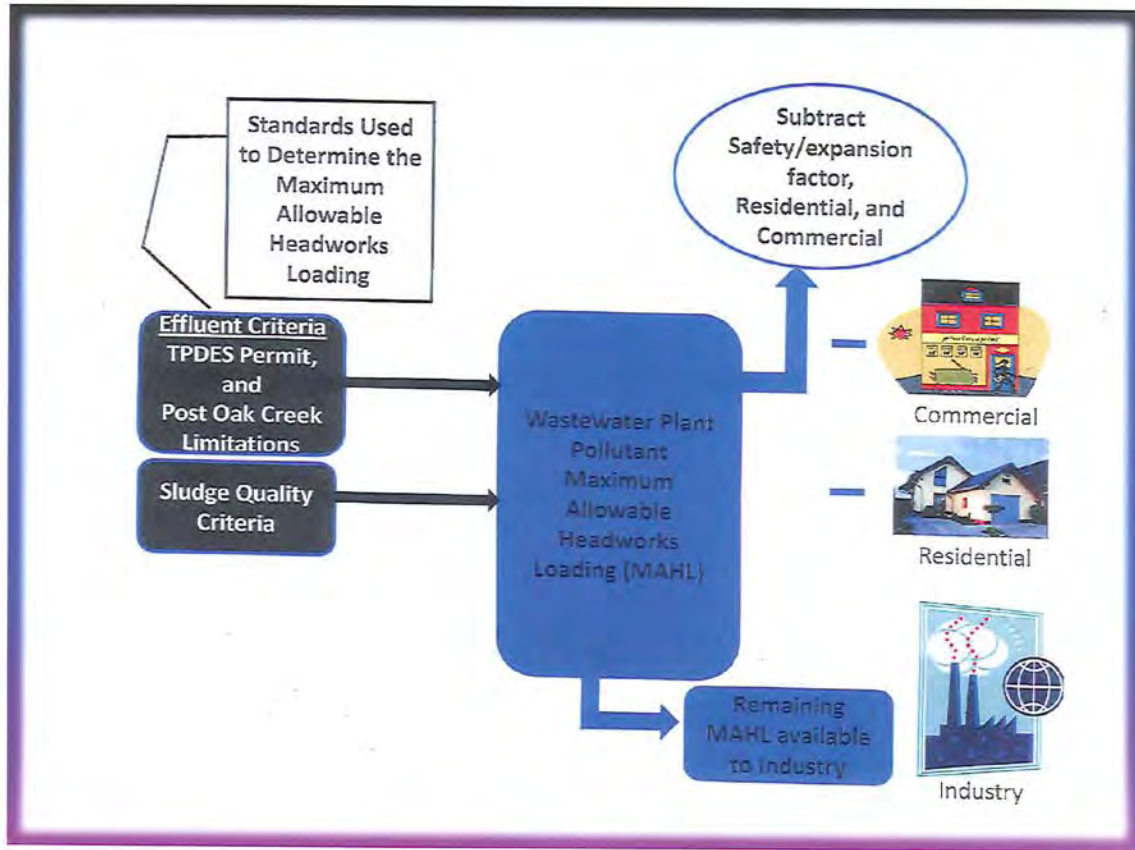
ADJOURNMENT

MAYOR

CITY CLERK

INDUSTRIAL PRETREATMENT PROGRAM REVISION FOR ALLOCATION OF LOCAL LIMITS

Industrial Contributory Flow
to
Uniform Concentration Method



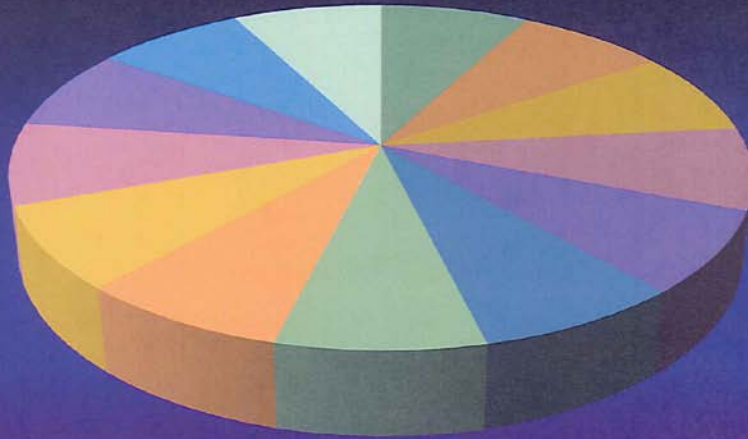
Industries

ActiTech
Cooper B-Line
Ball DP Food
Emerson Process
Sunny Delight
Globitech
Kaiser
Magni-Fab
MEMC
Texas Instruments (2)
Tyson Foods
Texas Health (2)

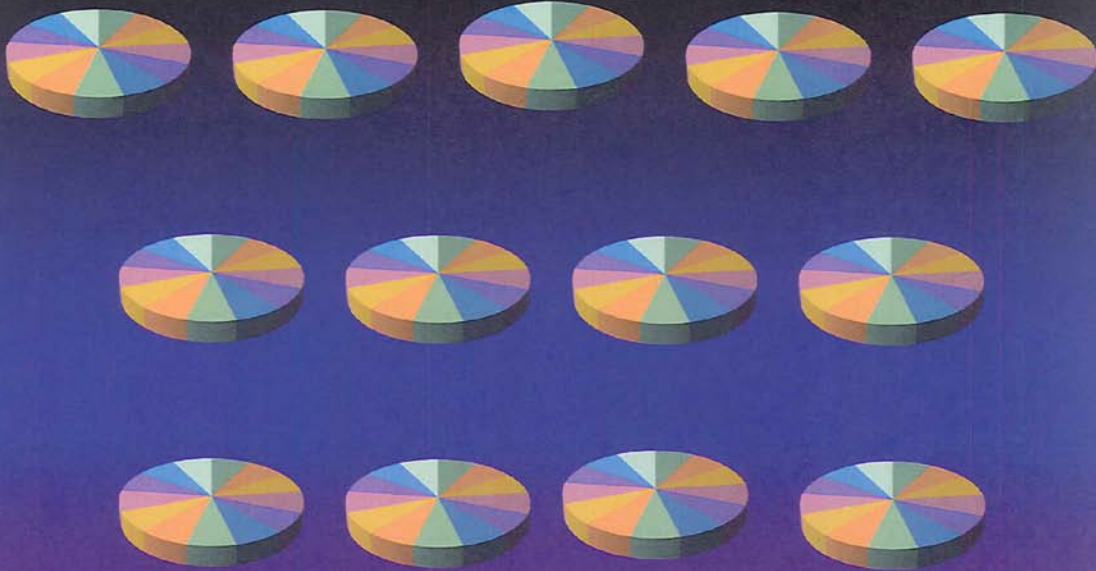
Pollutants

Cadmium
Chromium
Zinc
Nickel
Phenols
Silver
Copper
Molybdenum
Lead
Mercury
Arsenic
Cyanide
Selenium

Industrial Contributory Flow



Industrial Contributory Flow



Uniform Concentration Method

All industries have an equal allocation of all pollutants.

Limits do not change with new industries entering, leaving, or changing processes.

Proposed limits exceed industries' existing discharge concentrations.

Pollutants

Limit (mg/l)

Cadmium	0.14
Chromium	0.37
Zinc	0.52
Nickel	0.26
Phenols	2.6
Silver	0.19
Copper	0.33
Molybdenum	0.08
Lead	0.12
Mercury	0.0005
Arsenic	0.011
Cyanide	0.03
Selenium	0.006

Reasons to Change

- 1) Industrial Contributory Flow (ICF) does not treat each industry equally.
Uniform Concentration Method is fairer system.
Limits claims of preferred treatment.
- 2) ICF is very resource intensive for industries and regulator.
Must reallocate pollutant loading every time a change occurs in industrial sector.
- 3) State (TCEQ) recommends conversion to UCM.
- 4) Nationwide, over 95% of all POTW with industrial pretreatment programs use UCM.
- 5) In Texas, 68 of 72 industrial pretreatment programs (approx. 140 cities) use UCM.

Benefits of Change from ICF to UCM

Industries

- 1) Industries with pollutant allocations from ICF method will see changes to the limits.
- 2) All industries will receive allocations from all pollutants.
May relax limits for some.
- 4) Streamlined permits – Easier to understand and follow
- 5) Possible development of standardized reporting.

Commercial Businesses

No effect as local limits do not apply to commercial businesses.

City Staff

- 1) Reduction in workload.
- 2) Easier production and management of permits.
- 3) Easier to determine compliance with permit.
- 4) May allow development of standardized reporting leading to more effective monitoring with reduced effort.

Review / Coordination Process

Proposed change was submitted to Industries for review.

Meeting with Industries, City, and Consultant held on 10/20/2011.

Proposed Acceptable to all local Industries.

Friday, Oct. 21, 2011 – Communications sent out for additional questions and comments. All comments in Favor.

Summary

- UCM is Equitable
- UCM is Efficient
- UCM accepted by Industries



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. B.1

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5729
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/Gas Well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District at 4329 U.S. Highway 82 East, being 194.896 acres in the William Brogden Survey, Abstract No. 92 (Jack and Patsy Pierce, Mineral Rights Owners; Greg Spalding, Longfellow Energy, LP, Representative; and Sartin & Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00

Issue

To consider the request of Jack and Patsy Pierce (Mineral Rights Owners), Greg Spalding, Longfellow Energy, LP (Representative), and Sartin & Associates, Inc. (Surveyors) concerning the property located at 4329 U.S. Highway 82 East, being 194.896 acres in the William Brogden Survey, Abstract No. 92, to allow the drilling of an oil/gas well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District

Background

The property is located at 4329 U.S. Highway 82 East; the northwest corner of U.S. Highway 82 East and the F.M. 1417 NE Junction. The mineral rights owners were approved for the drilling of an oil/gas well (Skaggs #2) at the October 17, 2011 City Council meeting; and they would like to drill an additional oil/gas well (Skaggs #3) on the same property.

Origination

Jack and Patsy Pierce (Mineral Rights Owners), Greg Spalding, Longfellow Energy, LP (Representative), and Sartin & Associates, Inc. (Surveyors)

Board Recommendation

At the October 18, 2011 regular meeting, the Planning and Zoning Board voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Attachments

Ordinance No. 5729, Location Map, Photograph, Site Plan, P&Z Communication Form, and Staff Review Letter; Application and Supporting Documentation

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager

ORDINANCE NO. 5729

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW THE DRILLING OF AN OIL/GAS WELL (SKAGGS #3) IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 4329 U.S. HIGHWAY 82 EAST, BEING 194.896 ACRES IN THE WILLIAM BROGDEN SURVEY, ABSTRACT NO. 92 (JACK AND PATSY PIERCE, MINERAL RIGHTS OWNERS; GREG SPALDING, LONGFELLOW ENERGY, LP, REPRESENTATIVE; AND SARTIN & ASSOCIATES, INC., SURVEYORS); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

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

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

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

SECTION 1. That, from and after the passage of this ordinance, Jack and Patsy Pierce (Mineral Rights Owners), Greg Spalding, Longfellow Energy, LP (Representative), and Sartin & Associates, Inc. (Surveyors) are granted a Specific Use Permit to allow the drilling of an oil/gas well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District at 4329 U.S. Highway 82 East, and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

Tract 3

BEING a tract of land out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384 and being more particularly described as follows:

BEGINNING at a concrete highway monument at the intersection of the east R.O.W. of F.M. 1417 (U.S. Highway 82) and the northwest R.O.W. of the Texas and Pacific Railroad;

THENCE northeasterly along the east R.O.W. of F.M. 1417 (U.S. Highway 82) the following bearings and distances;

NORTH 03° 07' East a distance of 246.14 feet to a concrete highway monument found;

NORTHEASTERLY in a curve to the right with radius of 3154.04 feet and a central angle of 16° 03' 04" (chord bears 880.69 feet at North 11°09'53" East) an arc distance of 883.58 feet to a concrete highway monument found;

NORTH 24°14' East a distance of 340.00 feet to a concrete highway monument found;

NORTH 21°43' East a distance of 675.70 feet to a concrete highway monument found, said point being the intersection of the east R.O.W. of F.M. 1417 and the south R.O.W. of U.S. Highway 82;

THENCE Northeasterly along the south R.O.W. of U.S. Highway 82 the following bearings and distances;

NORTH 59°10' East a distance of 79.50 feet;

NORTH 85°40' East a distance of 257.10 feet;

NORTH 77°59' East a distance of 429.00 feet;

THENCE South 88°54' East continuing along the South R.O.W. of U.S. Highway 82 a distance of 558.10 feet to a ½" iron rod found for corner, said point also being in the east line of said 637.07 acre tract;

THENCE South 01°32'58" West along the east line of said 637.07 acre tract a distance of 1,397.21 feet to a ¼" iron rod found for corner, said point also being in the northeast line of a 2.00 acre tract of land conveyed to Maurice F. Reinsch by deed recorded in Volume 1667, Page 422;

THENCE North 75°05'45" West along the northeast line of said Reinsch tract and continuing along the northeast line of a tract of land conveyed to Preston Warren by deed recorded in Volume 1205, Page 483, a total distance of 1,461.53 feet to a ½" iron rod found for corner, said point being the north corner of said Warren tract;

THENCE South 15°34' West along the northwest line of said Warren tract a distance of 1,169.61 feet to a ½" iron rod found for corner, said point also being in the northwest R.O.W. of the Texas and Pacific Railroad;

THENCE southwesterly along the northwest R.O.W. of said T&P Railroad in a curve to the right with radius of 5,679.65 feet and central angle of 01°11'05" (Chord bears 117.43 feet at South 70°32'39" West) an arc distance of 117.43 feet to the **Place of Beginning and containing 44.104 acres of land.**

Tract 4

BEING a tract of land out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384 and being more particularly described as follows:

BEGINNING at a P-K nail set in the north R.O.W. of U.S. Highway 82 at it's intersection with the centerline of Skaggs Road, said point also being the southeast corner of a 10.58 acre tract of land conveyed to North Park Baptist Church by deed recorded in Volume 2281, Page 279;

THENCE North 01°37'14" East along the centerline of Skaggs Road a distance of 487.98 feet to a 50d nail found for corner, said point being in the center of public road;

THENCE North 82°19'56" East along the centerline of said public road a distance of 201.40 feet to a 50d nail found for corner;

THENCE South 88°43'32" East continuing along the centerline of said public road a distance of 4743.07 feet to a 50d nail found for corner, said point being in the west line of a tract of land conveyed to Stella Mae Roberts by deed recorded in Volume 1860, Page 537, and being the northeast corner of said 637.07 acre tract;

THENCE South 01°09'37" West along the west line of said Roberts tract and the east line of said 637.07 acre tract a distance of 1941.32 feet to a ½" iron rod found for corner, said point also being in the north R.O.W. of U.S. Highway 82;

THENCE westerly along the north R.O.W. of U.S. Highway 82 the following bearings and distances:

NORTH 65°11' West a distance of 203.20 feet;

NORTH 49°52' West a distance of 466.50 feet;

NORTH 64°08' West a distance of 208.80 feet;

NORTH 58°13' West a distance of 130.00 feet;

NORTH 33°10' West a distance of 83.90 feet;

NORTH 19°10' East a distance of 92.20 feet;

NORTH 70°50' West a distance of 325.00 feet to a concrete highway monument found;

SOUTH 19°10' West a distance of 185.00 feet to a concrete highway monument found;

SOUTH 62°30' West a distance of 217.70 feet to a concrete highway monument found;

SOUTH 88°15' West a distance of 305.90 feet to a concrete highway monument found;

SOUTH 79°01' West a distance of 522.30 feet to a concrete highway monument found;

SOUTH 86°10' West a distance of 297.00 feet to a concrete highway monument found;

NORTH 73°10' West a distance of 669.70 feet to a concrete highway monument found;

NORTH 71°17' West a distance of 763.80 feet to a concrete highway monument found;

NORTH 55°19' West a distance of 730.80 feet to a concrete highway monument found;

NORTH 72°01' West a distance of 294.00 feet to a concrete highway monument found;

NORTH 38°46' West a distance of 182.40 feet to a concrete highway monument found;

THENCE North 72°01' West continuing along the north R.O.W. of U.S. Highway 82 a distance of 23.74 feet to the **PLACE OF BEGINNING and containing 150.792 acres of land.....**

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

Zoning:

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

16. Other oil or fuel storage tanks that receive products from transmission or distribution lines that are not pumped into or out of for a period of six months shall be considered abandoned and/or unused. The leaseholder shall disassemble and completely remove such tanks and all associated appurtenances from the site unless it is shown that there are plans to reuse the storage tanks within the next two years.
17. Within six months after the removal of any oil storage tanks or tank batteries, the permittee shall restore the property to its original state insofar as possible, to include removal and/or restoration of any un-remediated soil.
18. Pumps shall be electrically powered.
19. All surface equipment shall be kept clean, painted, in good repair and properly lubricated in order that they will operate quietly. The noise produced by well jacks or units on a producing well shall not exceed 50 decibels at any boundary of the parcel on which the well is located.
20. All flow lines shall be buried at least (1) one foot under the ground. Depending upon adjacent land uses and proposed streets, roads and highways, the City may require lines to be buried at a greater depth.
21. Upon the removal of the associated tank batteries and/or the plugging of wells associated with such pipelines, the pipelines shall be removed.
22. Any waste oil or water in, on, or around any premises shall be immediately cleaned up and the ground shall be cleaned of any oil bearing dirt.
23. The leaseholder shall proceed with the drilling operations with the highest degree of care so as not to injure adjoining property or persons in any manner by keeping the premises suitably fenced or guarded 24 hours a day in such manner as to avoid trespassing during the drilling and exploratory operations; and to remove all drilling mud upon completion of drilling operations; immediately cleaning the grounds around the well of all drilling mud and/or salt water or water. The area shall be made to conform in appearance to the lands in the neighborhood wherein such drilling, exploration or maintenance operations are so conducted. All pits and contents shall be removed from the premises and the drill site within 30 days after completion of the well. Prior to the commencement of any drilling operations a private road shall be installed to the drill site and the operation site that is at least (10) ten feet wide and has an overhead clearance of at least 14 feet and is surfaced and maintained to prevent dust and mud.
24. Sounds during drilling operations shall not exceed 60 decibels during daytime hours between 7 a.m. and 7 p.m. and 50 decibels during nighttime hours between 7 p.m. and 7 a.m. measured at any occupied structure on a parcel other than the parcel on which the oil or gas well is located.
25. The center of any well at the surface shall be a minimum of 25 feet from any storage tank or source of ignition; 100 feet from any building accessory to the well, public street, road, highway, right-of-way or property line; 300 feet from any water well; 400 feet from any commercial or industrial building and 600 feet from any residence. The minimum distances may be reduced by a waiver granted by the Planning and Zoning Board and the City Council or by written notarized waivers granted by owners of all buildings within the radius being protected from drilling. All waivers must identify the property address, block and lot number,

subdivision name (if applicable), and plat volume and page. Such waivers must be filed, at the expense of the operator in the Grayson County Records.

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

Engineering:

27. All 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 \$2,000.00.

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

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

INTRODUCED on this the _____ day of _____, 2011.

ADOPTED on this the _____ day of _____, 2011.

EFFECTIVE DATE on this the _____ day of _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

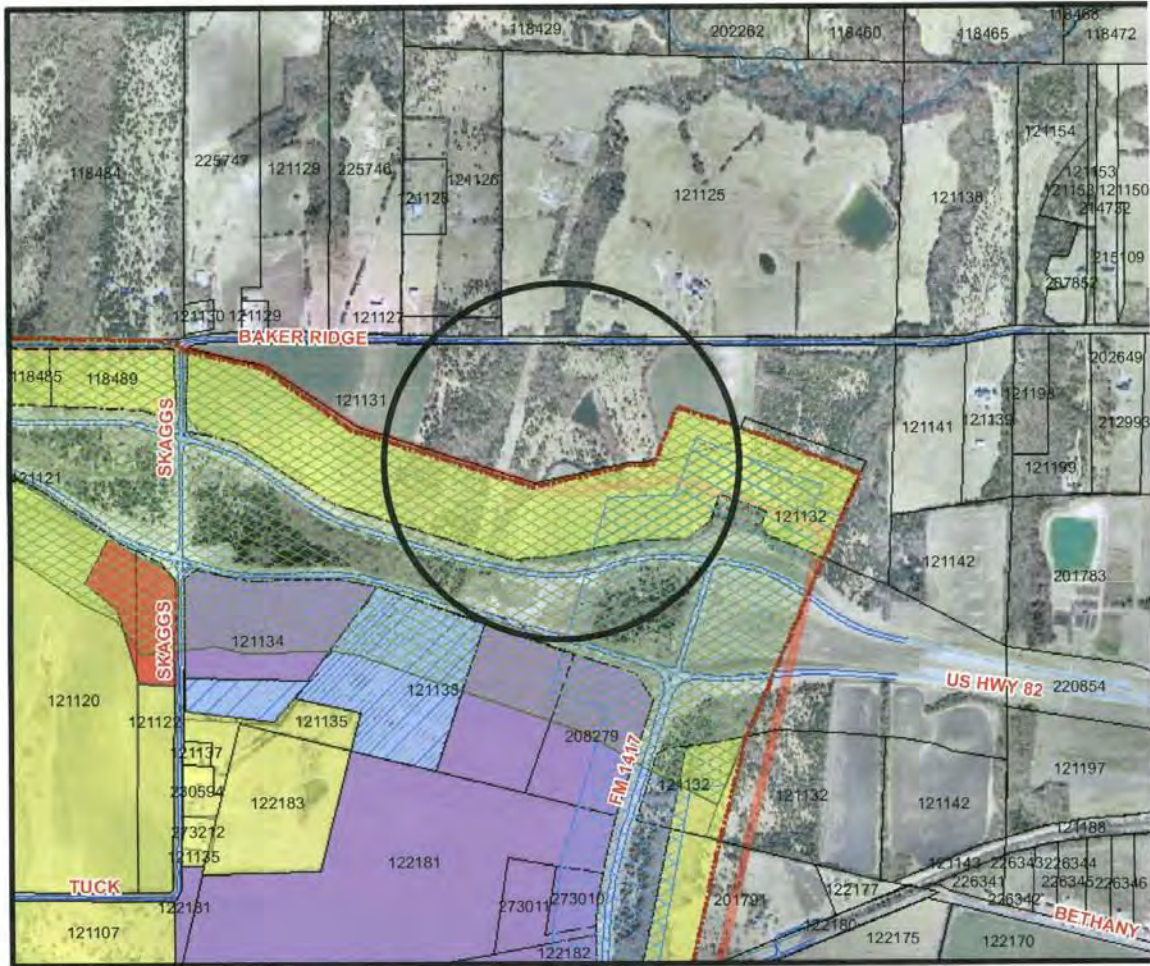
BY: _____
BILL MAGERS, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



1 inch = 1,030 feet



Zoning - 4329 U.S. Highway 82 East

Legend

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



City of Sherman, Texas
Developmental Services Department



1 inch = 1,030 feet

4329 U.S. Hwy. 82 E.



±1400' FNL
±1960' FWL

SAMUEL L.
MCGLOTHLIN
SURVEY
ABST. NO. 811

W. M. HUNTER SURVEY
ABST. NO. 508

C. C. FITCH SURVEY
ABST. NO. 1556

AARON BURLESON SURVEY
ABST. NO. 61

109 S. Travis, P. O. Box 1843 Sherman, Texas 75091-1843
Ph: (903) 892-8003 Fax: (903) 868-2970 Email: mivartin@gccslp.com

Perpendicular distances from nearest designated lines

Ground Elevation = 754 feet
Lat. 33 Deg. 39 Min. 40 Sec. N (33.661111)
Lng. -96 Deg. 33 Min. 48 Sec. W (-96.563333)

LONGFELLOW ENERGY, LP
4801 Gaillardia Parkway, Suite 225, Oklahoma City, OK 73142

I, Marshall Sartin, Registered Professional Land Surveyor, do hereby certify that the above captioned well location was surveyed and staked on the ground under my supervision.

Marshall Sartin R.P.L.S. # 3694



IRH
4:10 PM
9/21/2011

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
October 18, 2011
Lawrence Davis, Chairman

Jim Jacobs, Vice Chairman
Vacant, Commissioner
Ron Barton, Commissioner
Don Hicks, Commissioner

Brad Morgan, Commissioner
David Plyler, Commissioner
Darren Tankersley, Commissioner
Richard Barber, Commissioner

4329 U.S. Highway 82 East
Being 194.896 acres in the William Brogden Survey, Abstract No. 92
Specific Use Permit & Site Plan

Requested Action/Proposed Use:

Planning and Zoning Board

Specific Use Permit and site plan approval to allow the drilling of an oil/gas well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District.

Background:

The property is located at 4329 U.S. Highway 82 East; the northwest corner of U.S. Highway 82 East and the F.M. 1417 NE Junction. The mineral rights owners would like to drill a second oil/gas well on the property inside the city limits of Sherman.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Jack & Patsy Pierce (Mineral Rights Owners), Greg Spalding, Longfellow Energy, LP (Representative) and Sartin & Associates, Inc. (Surveyors)

Master Plan Designation:

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

Number of notices mailed:

1

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves, Development Services Secretary

Approved by:
Scott Shadden, Dir. of Development Services

**STAFF REVIEW LETTER**

October 13, 2011

Jack & Patsy Pierce
2001 Skaggs Rd.
Sherman, TX 75090

Greg Spalding
PO Box 1989
Addison, TX 75001

Dear Applicants,

The request for approval of a Specific Use Permit and site plan approval to allow the drilling of an oil/gas well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District for the property at 4329 U.S. Highway 82 East has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, October 18, 2011 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. Provide copy of Railroad Commission Application to drill and copies of requirements of Railroad Commission based on application.
3. Provide name address and phone number of operator of lease and property owner and name and number of contact person for the operator.
4. Provide description of the lease or lands involved and length of time surface operations are expected to occur.
5. Provide a scale drawing showing location of the well, ownership of the land, property lines, structures and offset operators or land owners.
6. Provide the name and address of the drilling contractor.
7. Provide a scaled drawing showing the proposed site and the location, distance to and nature of adjacent land uses.
8. Provide a statement warning of possible hazardous formation conditions that may be encountered during or as a result of the proposed drilling or exploration operation as maintenance of an existing well site.
9. Provide a copy of Operators Spill Prevention Plan.
10. Provide a certificate of insurance that carries a minimum coverage for bodily injury of \$500,000 for each occurrence and \$1,000,000 aggregate, and for the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage or pollution damage as first party recovery for the operator and related expenses, including but not limited to evacuation of residents, in the amount of at least \$5,000,000 per occurrence. The lease owner shall carry at all times this minimum limit of insurance until such time the well is out of production and all appurtenances removed from the site. The insurance under all situations and at all times shall list the City of Sherman as additionally named insured.
11. The oil or fuel storage tank or tank battery shall be installed in conformance with the spill prevention control and counter measure plan published by the U.S. Environmental Protection Agency.
12. A tank or tank battery shall not be located nearer than 150' from any residence or dwelling, unless the tank or tank battery existed prior to the residence or dwelling.
13. A tank or tank battery shall not be closer than 30' from any combustible structure.
14. Oil and fuel storage tanks or tank batteries, fences and wall shall be kept well painted and in good repair.
15. If the well(s) associated with an oil storage tank or tank battery is/are plugged, or if the storage tank battery is no longer in use, the storage tank or tank battery and associated pipelines shall be removed and

the land restored. This provision includes all associated appurtenances with the wells and or tank batteries. This removal shall occur within six months unless documentation can be provided that the well and or tank battery will be used within the next two years. For the purpose of this provision, the term no longer in user shall mean that the tank or tank battery, while it or they may contain some residue of fuel, has not been pumped into or out of within the past six months.

16. Other oil or fuel storage tanks that receive products from transmission or distribution lines that are not pumped into or out of for a period of six months shall be considered abandoned and/or unused. The leaseholder shall disassemble and completely remove such tanks and all associated appurtenances from the site unless it is shown that there are plans to reuse the storage tanks within the next two years.
17. Within six months after the removal of any oil storage tanks or tank batteries, the permittee shall restore the property to its original state insofar as possible, to include removal and/or restoration of any unremediated soil.
18. Pumps shall be electrically powered.
19. All surface equipment shall be kept clean, painted, in good repair and properly lubricated in order that they will operate quietly. The noise produced by well jacks or units on a producing well shall not exceed 50 decibels at any boundary of the parcel on which the well is located.
20. All flow lines shall be buried at least (1) one foot under the ground. Depending upon adjacent land uses and proposed streets, roads and highways, the City may require lines to be buried at a greater depth.
21. Upon the removal of the associated tank batteries and/or the plugging of wells associated with such pipelines, the pipelines shall be removed.
22. Any waste oil or water in, on, or around any premises shall be immediately cleaned up and the ground shall be cleaned of any oil bearing dirt.
23. The leaseholder shall proceed with the drilling operations with the highest degree of care so as not to injure adjoining property or persons in any manner by keeping the premises suitably fenced or guarded 24 hours a day in such manner as to avoid trespassing during the drilling and exploratory operations; and to remove all drilling mud upon completion of drilling operations; immediately cleaning the grounds around the well of all drilling mud and/or salt water or water. The area shall be made to conform in appearance to the lands in the neighborhood wherein such drilling, exploration or maintenance operations are so conducted. All pits and contents shall be removed from the premises and the drill site within 30 days after completion of the well. Prior to the commencement of any drilling operations a private road shall be installed to the drill site and the operation site that is at least (10) ten feet wide and has an overhead clearance of at least 14 feet and is surfaced and maintained to prevent dust and mud.
24. Sounds during drilling operations shall not exceed 60 decibels during daytime hours between 7 a.m. and 7 p.m. and 50 decibels during nighttime hours between 7 p.m. and 7 a.m. measured at any occupied structure on a parcel other than the parcel on which the oil or gas well is located.
25. The center of any well at the surface shall be a minimum of 25 feet from any storage tank or source of ignition; 100 feet from any building accessory to the well, public street, road, highway, right-of-way or property line; 300 feet from any water well; 400 feet from any commercial or industrial building and 600 feet from any residence. The minimum distances may be reduced by a waiver granted by the Planning and Zoning Board and the City Council or by written notarized waivers granted by owners of all buildings within the radius being protected from drilling. All waivers must identify the property address, block and lot number, subdivision name (if applicable), and plat volume and page. Such waivers must be filed, at the expense of the operator in the Grayson County Records.
26. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

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

P&Z - 10/18/11 - Staff Review Letter - 4329 U.S. Highway 82 E.

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
Don Keene, Exec. Dir. of Planning & Public Works

Nathan Huffman, Fire Marshal
Brandon Shelby, City Attorney
Lisa Whitfield, Engineering & Development Coordinator

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

Date: October 31, 2011

Name or Company or Operator

1. Name of Applicant: Longfellow Energy, L.P.
2. Permanent Address: 16803 North Dallas Parkway
3. City, State, Zip: Addison, Texas 75001
4. Is applicant an individual, partnership, or corporation?
o Individual o Partnership o Corporation
5. Principal Office: Addison, Texas
Address: 16803 North Dallas Parkway State: TX Zip: 75001
6. Names of all partners or officers: Malone Mitchell-Partner, Todd Dutton President.

Description of Lease

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

Harold Skaggs Jr.
13600 FM Rd, Austin, TX 78737

1/3 of 640 mineral acres more or less see
attached OGL

Patsy Jane Pierce
2001 Skaggs Rd, Sherman, TX 75091

1/3 of 640 mineral acres more or less see
attached OGL

Anna Keller
1901 Skaggs Rd, Sherman, TX 75091

1/3 of 640 mineral acres more or less see
attached OGL

West Gold Realtors
4545 Allstate Dr. Riverside, CA 92501

133.2 acres surface only

5. Names of streets, roads, lanes or alleys surrounding block:
North: Baker Ridge Road South: Texas State HWY 82
East: NA, private property West: Skaggs Rd
6. Distance from nearest producing well: 1,804 feet. (Skaggs #1)
7. Elevation of proposed location: 754 feet from sea level
8. Distance from nearest hospital, school, church, or public building: 1,091 feet. Direction: SSE.
9. Distance from nearest dwelling: 2,108 feet
10. Type of rig; rotary or cable: rotary.

APPLICATION FOR PERMIT TO DRILL OR DEEPEN

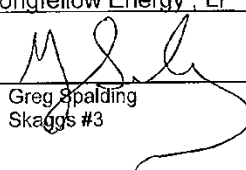
11. Source of power: o Diesel o Electric
12. Amount of well casing on hand with diameters: @50' of 16" 2,650' of 9 and 5/8' and @11,500' of 5 and 1/2'.
13. Describe proposed arrangement for slush pit if allowed by City Council and arrangement for handling mud and waste if slush pit not allowed:
We are using a closed loop system for oil-based mud no pits necessary.
14. Describe location and type of proposed production tanks, if allowed, and proposed arrangement for disposition of oil and gas produced:
Tank battery to be constructed with 2-3 steel tanks (210-300 bbls each). Proposed disposition of oil is Sunco via truck. Proposed disposition of gas is by SEMGAS via pipeline.
15. Name of surety company to carry bond required: RLI CORP.
16. Name of carrier of tort liability insurance required: ACE American Insurance Company.
17. Notice of this application was sent by registered mail to all owners and lessees (other than applicant) within the above-described block on October 19-31, 2011.

Attached to this application are:

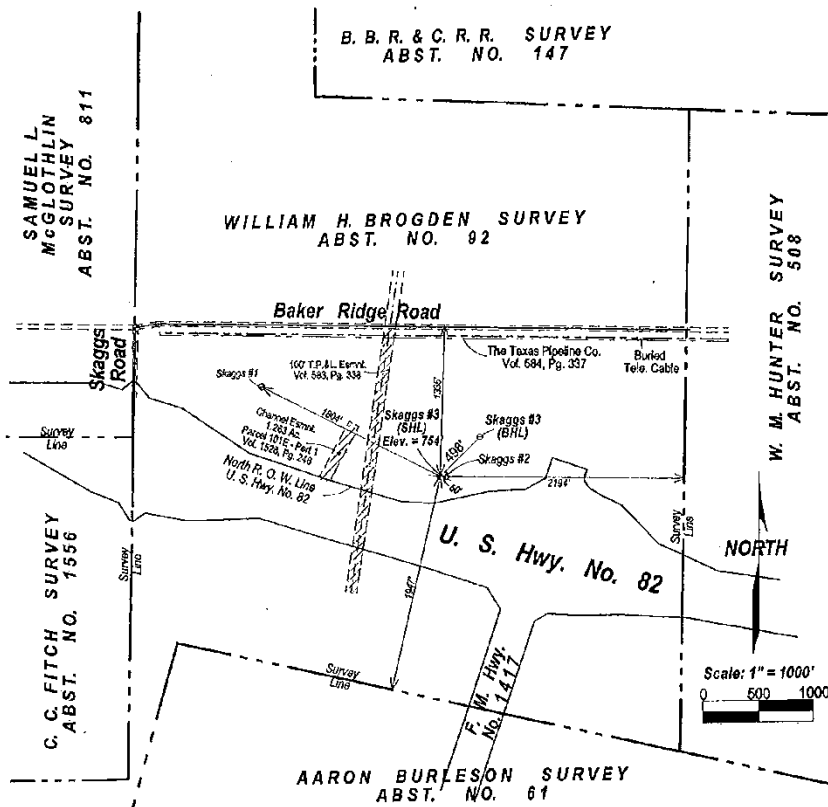
1. Map or plat, scale: 1 inch = 20 feet, of block covered in application showing exact location of the proposed well and all improvements on block.
2. Certified copies of leases or deeds showing ownership of fee or mineral interests in block (or abstracts of title if ownership or application is contested).
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.

Applicant Longfellow Energy, LP

By: 

Greg Spalding
Skaggs #3



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors

109 S. Travis, P.O. Box 1843 Sherman, Texas 75091-1843
Ph.: (903) 892-5003 Fax: (903) 868-2970 Email - msartin@gccetlp.com

WELL LOCATION PLAT ----- SKAGGS NO. 3
WILLIAM BROGDEN SURVEY, ABSTRACT NO. 92
GRAYSON COUNTY, TEXAS

Perpendicular distances from nearest designated lines

1335 feet FNL of Lease
2194 feet FEL of Survey
1947 feet FSL of Survey

Ground Elevation = 754 feet
Lat. 33 Deg. 39 Min. 40 Sec. N (33.661018)
Lng. -96 Deg. 33 Min. 46 Sec. W (-96.563471)

OPERATOR

LONGFELLOW ENERGY, LP
4801 Gaillardia Parkway, Suite 226, Oklahoma City, OK 73142

WARNING: This plat may not show all crossings of pipelines or cables. Sartin & Associates, Inc. assumes no responsibility to locate pipeline or cable crossings. No claim is hereby made regarding current or actual surface/mineral fee ownership or lessor.

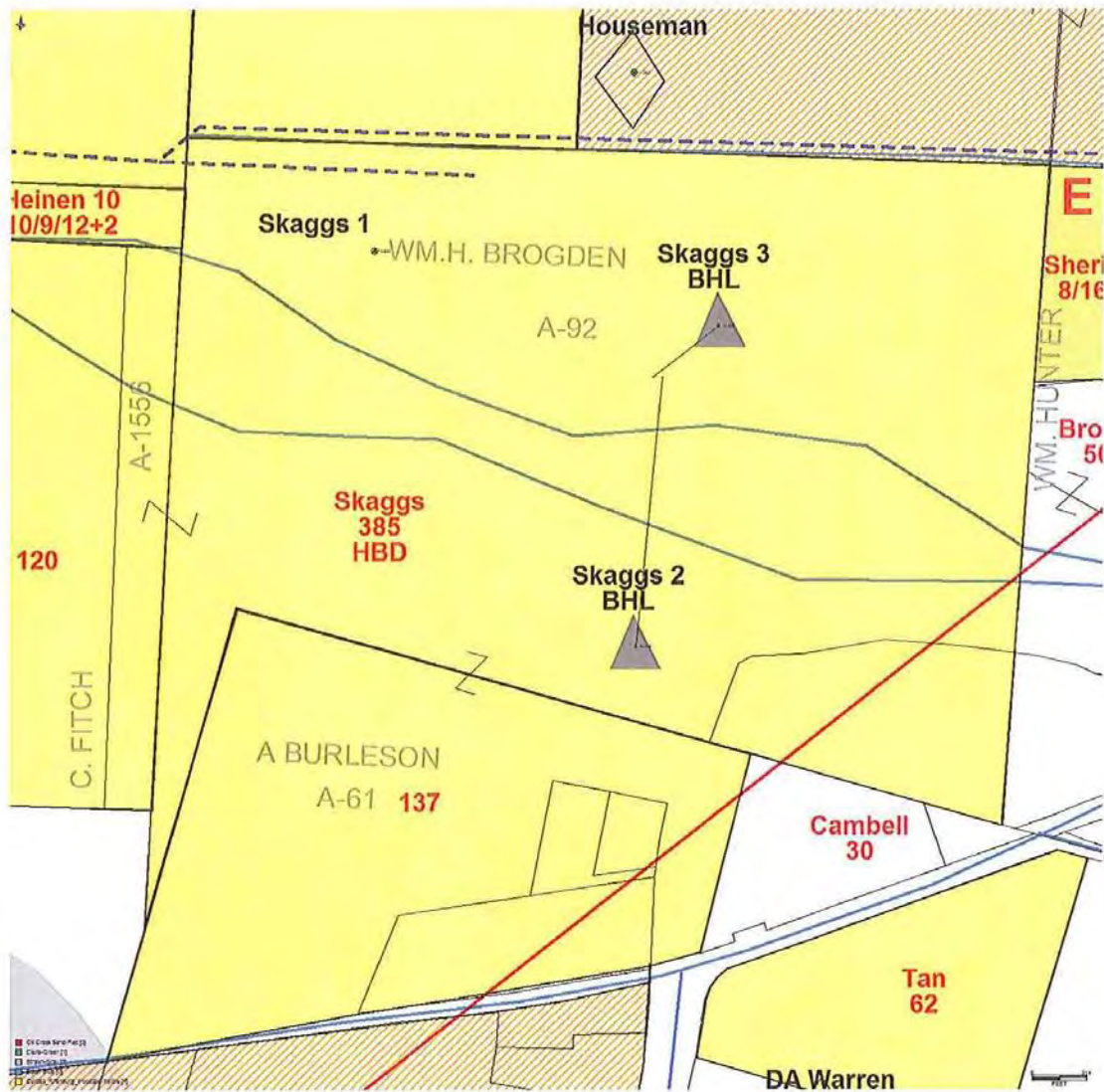
I, Marshall Sartin, Registered Professional Land Surveyor, do hereby certify that the above captioned well location was surveyed and staked on the ground under my supervision.



Marshall Sartin R.P.L.S. # 3894

SKAGGS-3.pcs

Grayson County, TX
Skaggs #3



Surface Location (NAD27)

Longitude	-96.5635054
Latitude	33.6611158

Bottom Hole Location (NAD27)

Longitude	-96.5622846
Latitude	33.6619608

FORMERLY A DOCUMENT THAT SECURED A FULLY ASSIGNED PAYABLE ACCOUNT AND NOW PRINTED ON REVERSE SIDE OF CHECK FOR COMPLETION OF THE ORDER

BANK OF AMERICA
HOUSTON, TX

LONGFELLOW ENERGY LP
PO BOX 1989
ADDISON, TX 75001

CHECK NO	CHECK DATE	CHECK AMOUNT
22623	10/21/11	\$*****650.00

PAY THIS AMOUNT:
***650 Dollars and No Cents

TO
THE
ORDER
OF
CITY OF SHERMAN
220 W MULBERRY
SHERMAN TX 75091

Michael W. Burch
Security features
include
Digital Ink

⑈0022623⑈ ⑆111000025⑆ ⑈488001507467⑈

LONGFELLOW ENERGY LP PO BOX 1989, ADDISON, TX 75001 405/286-6324

INVOICE	DATE	DESCRIPTION	NET
101911	10/19/11	APPLICATION FOR DRILL PERMIT	650.00

City Clerk (903) 892-7206

REC'D: 90380731 11/01/2011 1:26 PM
OFFER: ONE TERM: 113
REFID:

TRANS: 113.9999 OTHER MISC
LONGFELLOW ENERGY
OIL WELL APPLICATION
OIL & GAS RENTAL 650.0000

DRAWN: 650.00 CHECK
APPLIED: 650.00

CHECKED: 0.00

VISIT www.ci.sherman.tx.us
Utility Billing (903) 892-7207
Finance (903) 892-7209
Court (903) 892-7293

VENDOR CITSHE CHECK 22623 DATE 10/21/11 650.00

**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 727481	DATE PERMIT ISSUED OR AMENDED Nov 08, 2011	DISTRICT * 09
API NUMBER 42-181-31491	FORM W-1 RECEIVED Nov 02, 2011	COUNTY GRAYSON
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Directional	ACRES 640
OPERATOR LONGFELLOW ENERGY, LP PO BOX 1989 ADDISON, TX 75001		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 SKAGGS		WELL NUMBER 3
LOCATION 3 miles E direction from SHERMAN		TOTAL DEPTH 13000
Section, Block and/or Survey SECTION ◀ BLOCK ◀ ABSTRACT ◀ 92 SURVEY ◀ BROGDEN, W H		
DISTANCE TO SURVEY LINES 1947 ft. SOUTH 2194 ft. EAST		DISTANCE TO NEAREST LEASE LINE 994 ft.
DISTANCE TO LEASE LINES 1335 ft. NORTH 2194 ft. EAST		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
DENISON, S. (WOODLAKE) SKAGGS	640.00 994	13,000 1928
WELLBORE PROFILE(s) FOR FIELD: Directional		
RESTRICTIONS: Bottom Hole: BH1 Lease Lines: 994.0 F NORTH L 1860.0 F EAST L Survey Lines: 2410.0 F SOUTH L 1860.0 F EAST L		
WILDCAT SKAGGS	640.00 994	13,000 1928
WELLBORE PROFILE(s) FOR FIELD: Directional		
RESTRICTIONS: Bottom Hole: BH1 Lease Lines: 994.0 F NORTH L 1860.0 F EAST L Survey Lines: 2410.0 F SOUTH L 1860.0 F EAST L		

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

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TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Directional	ACRES 640
OPERATOR LONGFELLOW ENERGY, LP PO BOX 1989 ADDISON, TX 75001		508409 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 SKAGGS		WELL NUMBER 3
LOCATION 3 miles E direction from SHERMAN		TOTAL DEPTH 13000
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FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
WELL # DIST		
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.		

Groundwater
Advisory Unit

GROUNDWATER PROTECTION DETERMINATION

Date: November 7, 2011

GAU File No.: SC- 2959

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

API Number 18131491

Attention: DOREEN LOPEZ

RRC Lease No. 000000

SC_508409_18131491_000000_2959.pdf

LONGFELLOW ENERGY LP
P O BOX 1989
ADDISON TX 75001

P-5# 508409

--Measured--

2194 ft FEL

1945 ft FSL

MRL: SURVEY

Digital Map Location:

X-coord/Long 96.56347

Y-coord/Lat 33.66101

Datum 83

Zone

County GRAYSON

Lease & Well No. SKAGGS #3

Purpose ND

Location SUR-BROGDEN W., A-92, -- [TD=13000], [RRC 9],

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

The interval from the land surface to a depth of 100 feet must be protected. In addition the Woodbine, which is estimated to occur from a depth of 600 feet to 975 feet, and the Trinity (including the Houston), which is estimated to occur from a depth of 1475 feet to 2250 feet, must be protected.

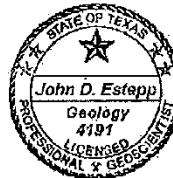
Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is intended for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form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

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

Sincerely,

John D. Estep, P.G.

GEOLOGIST SEAL



Geologist, Groundwater Advisory Unit
Oil & Gas Division

The seal appearing on this document was authorized by John D. Estep on 11/7/2011
Note: Alteration of this electronic document will invalidate the digital signature.

0091R Transition Form
Rev. 8/1/2011

P.O. Box 12997

Austin, Texas 78711-2997

512-463-2741

Internet address: www.rrc.state.tx.us



City of Sherman
P.O. Box 1106
Sherman, Texas 75091
Phone: (903) 892-7204
Fax: (903) 892-7394

OIL WELL PERFORMANCE BOND

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

BOND NO. RLB0013957

KNOW ALL MEN BY THESE PRESENTS:

That we, Longfellow Energy, LP, as principal, and RLI Insurance Company, as surety, hereby acknowledge ourselves, bound to the City of Sherman, a municipal corporation, for the benefit of the said City, and all persons, firms and corporations concerned, in the sum of One Hundred Thousand and No/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 Article 4.10 of the 2005 recodified ordinances, as amended, and whereas the said ordinances require a bond conditioned that if the permit be granted and if drilling operations be commenced thereunder the applicant and his assigns will comply with the terms and conditions of the said ordinances, and all future amendments and regulations thereunder in the drilling and operation of said well, and that the applicant will restore the streets and sidewalks and other public places of the City which may be disturbed in the operations to their former conditions, and will clear the blocks and lots of all litter, machinery, derricks and buildings erected or used in the drilling or operation of said well whenever the well shall be completed, abandoned or the operations therefor discontinued and that the applicant or his assigns will pay such sums as may be due by them by reason of production of oil, gas or other minerals to all persons, firms or corporations owning lots, blocks or tracts of land in said drilling block or area who have not executed, at the time of filing of such bond, or who shall not execute during the term of said bond and prior to the accrual of liabilities thereunder, leases, drilling contracts, waivers or other form of contract under which the applicant or his assigns is or are authorized to operate the premises of said owner of the development and production of oil and gas in accordance with the provisions of said ordinances.

NOW, THEREFORE, if the above bounden principal, his heirs, executors, administrators, and assigns, shall well and truly keep, do and perform each and every, all and singular the obligations, matters and things required by said Article 4.10 of the 2005 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 16th day of August, 2011.

Longfellow Energy, LP
PRINCIPAL [Signature]
SURETY RLI Insurance Company
[Signature]
Jason T. Kilpatrick, Attorney-in-Fact

AGENT USI Southwest-San Angelo

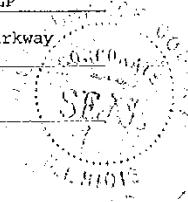
P. O. Box 1111
ADDRESS San Angelo, TX 76902

PHONE NO 325-486-5130

PRINCIPAL Longfellow Energy, LP

16803 North Dallas Parkway
ADDRESS Dallas, TX 75001

PHONE NO 972-590-9946





RLB0013957

RLI Surety
A division of RLI Insurance Company

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: JASON T. KILPATRICK in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$100,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

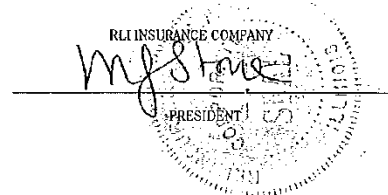
The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:
Jean M. Stephenson
CORPORATE SECRETARY
State of Illinois)
County of Peoria) SS



On this 16 day of August, 2011, before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Notary Public



SPA028 (03/11)



RLI Insurance Company
Peoria, Illinois 61615

TEXAS POLICYHOLDER NOTICE

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-444-0406

You may also write to RLI Insurance Company at:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615

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

1-800-252-3439

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
Fax Number: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de RLI Insurance Company's para informacion o para someter una queja al:

1-800-444-0406

Usted tambien puede escribir a RLI Insurance Company:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, Texas 78714-9104
Fax Number: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Client#: 151533

LONGFENE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2011

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

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

PRODUCER USI Southwest San Angelo CL 133 W. Concho Ave., Ste. 301 San Angelo, TX 76903 325 655-5856	CONTACT NAME: PHONE (A/C, No, Ext): 325 655-5856 FAX: 325 658-4519 EMAIL: ADDRESS:
INSURED Longfellow Energy, L.P. P.O. Box 1989 Addison, TX 75001-1989	INSURER(S) AFFORDING COVERAGE INSURER A: Ace American Insurance Company NAIC # 22667 INSURER B: AXIS Surplus Insurance Company 26620 INSURER C: Texas Mutual Insurance Company 22945 INSURER D: Certain Underwriters at Lloyds A85202 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LINE		INSUR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY	X	X	G23860393004	02/01/2011	02/01/2012
	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO- JECT ☐ LOC					
						EACH OCCURRENCE \$1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence) \$50,000
						MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COM/PROP AGG \$2,000,000
						\$
A	AUTOMOBILE LIABILITY	X	X	HO8303186004	02/01/2011	02/01/2012
	ANY AUTO					
	ALL OWNED AUTOS					
	☒ HIRED AUTOS					
	☐ SCHEDULED AUTOS					
	☒ NON-OWNED AUTOS					
						COMBINED SINGLE LIMIT (Per accident) \$1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB	X	X	G24817034	02/01/2011	02/01/2012
	EXCESS LIAB					
	☐ CLAIMS-MADE					
	☒ RETENTION \$10000					
						EACH OCCURRENCE \$10,000,000
						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	X	EAU73891701201	02/01/2011	02/01/2012
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
	(Mandatory in NH)					
	If yes, describe under					
	DESCRIPTION OF OPERATIONS below					
						X NO STATUTORY LIMITS \$10,000,000
						OTHER
						E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Control of Well			A0765COC	10/21/2011	10/21/2012
						\$5,000,000 CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 105, Additional Remarks Schedule, if more space is required)

Well Name: Skaggs #2

General Liability and Auto Liability provides a Blanket Waiver of Subrogation and Blanket Additional Insured in favor of the City of Sherman where required by written contract. Workers' Compensation provides a Blanket Waiver of Subrogation in favor of the City of Sherman as required by written contract. Control of Well coverage includes \$200,000 SIR. Evacuation Expense is included.

CERTIFICATE HOLDER

CANCELLATION

City of Sherman P.O. Box 1106 Sherman, TX 75091	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Zienfent P. Heard</i>

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Client#: 151533

LONGFENE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2011

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

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

PRODUCER USI Southwest San AngeloCL 133 W. Concho Ave., Ste. 301 San Angelo, TX 76903 325 655-5656	CONTACT NAME: PHONE (A/C, No, Ext): 325 655-5656 FAX (A/C, No): 325 658-4519 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED Longfellow Energy, L.P. P.O. Box 1989 Addison, TX 75001-1989	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ace American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ace American Insurance Company	22667	INSURER B: AXIS Surplus Insurance Company	26620	INSURER C: Texas Mutual Insurance Company	22945	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR YVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOG		G23860399004	02/01/2011	02/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		HO8303186004	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE		G24917034	02/01/2011	02/01/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$
B	DEDUCTIBLE ☒ RETENTION \$ 10000		EAU73891701201	02/01/2011	02/01/2012	\$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TSF0001225904	07/01/2011	05/15/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Well Name: Skaggs #2

General Liability and Auto Liability provides a Blanket Waiver of
(See Attached Descriptions)

CERTIFICATE HOLDER City of Sherman P.O. Box 1106 Sherman, TX 75091	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ben Kent R. Heard</i>
--	--

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ACORD 25 (2009/09)

1 of 2

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#S6461123/M6210645

BJKHC

DESCRIPTIONS (Continued from Page 1)

Subrogation and Blanket Additional Insured In favor of the City of Sherman where required by written contract. Workers' Compensation provides a Blanket Waiver of Subrogation In favor of the City of Sherman as required by written contract.

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 ☒ <i>Stan Perkins</i> ☐ Agent ☐ Address	
1. Article Addressed to: Anna Skaggs Keller 1901 Skaggs Rd. Sherman, TX 75090		B. Received by (Printed Name) <i>MT</i> C. Date of Delivery <i>11-17-11</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label)		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		4. Restricted Delivery? (Extra Fee) ☐ Yes	

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 ☒ <i>Stan Perkins</i> ☐ Agent ☐ Address	
1. Article Addressed to: Patsy Skaggs Pierce 2001 Skaggs Rd. Sherman, TX 75091		B. Received by (Printed Name) <i>MT</i> C. Date of Delivery <i>11-17-11</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label)		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		4. Restricted Delivery? (Extra Fee) ☐ Yes	

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 ☒ <i>Harold Skaggs</i> ☐ Agent ☐ Address	
1. Article Addressed to: Harold Skaggs 13600 FM 1826 Austin, TX 78737		B. Received by (Printed Name) <i>Harold Skaggs</i> C. Date of Delivery <i>NOV 21 2011</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label)		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1		4. Restricted Delivery? (Extra Fee) ☐ Yes	



November 16, 2011

Mrs. Anna Skaggs Keller
2001 Skaggs Rd.
Sherman, TX 75090

Re: Skaggs No. 3 Sherman City Council meeting on 12/5/11 5:00 pm
Grayson County, Texas

Dear Mr. and Mrs. Keller:

You executed a Paid Up Oil and Gas Lease dated March 14, 2008 to Grayson County Properties, LLC, which Lease is recorded in Volume 4533, Page 386 of the records of Grayson County, Texas. Grayson County Properties, LLC is a subsidiary company of Longfellow Energy, LP (hereinafter referred to as "Longfellow") headquartered in Addison, Texas.

Longfellow has plans to drill its Skaggs No. 3 well at a legal location on the lands that are covered by the Oil and Gas Lease. Paragraph 17 of Exhibit "A" attached to the Lease prohibits any surface or drilling operations on the leased lands without written permission from the Lessor.

Therefore, we respectfully request that you grant us permission to enter the leased lands to conduct additional surveying, construction of a well site and road for the drilling, completion of and operations for the subject well. All damages to the land in conducting these operations will be paid by Longfellow to the surface owner of the land on rates comparable for other drill sites in the area.

Please signify your permission to enter the leased lands by signing the attached copy and returning it to us in the stamped, addressed envelope, which we have enclosed.

The City Council of Sherman will review our application to drill the Skaggs #3 on December 5, 2011, at 5:00 pm, if you have any questions or concerns for the City Council you should plan to attend the meeting.

Please call me at (405) 203-9056 if you have any questions or need any additional information relative to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Spalding', is written over a horizontal line.

Greg Spalding

Accepted by Anna Skaggs Keller

A handwritten signature in black ink, appearing to read 'Anna Skaggs Keller', is written over a horizontal line.
dated 11-18-11



November 16, 2011

Mrs. Patsy Jane Pierce
2001 Skaggs Rd.
Sherman, TX 75090

Re: Skaggs No. 3 Sherman City Council meeting on 12/5/11 5:00 pm
Grayson County, Texas

Dear Mr. and Mrs. Pierce:

You executed a Paid Up Oil and Gas Lease dated March 14, 2008 to Grayson County Properties, LLC. which Lease is recorded in Volume 4533, Page 393 of the records of Grayson County, Texas. Grayson County Properties, LLC is a subsidiary company of Longfellow Energy, LP (hereinafter referred to as "Longfellow") headquartered in Addison, Texas.

Longfellow has plans to drill its Skaggs No. 3 well at a legal location on the lands that are covered by the Oil and Gas Lease. Paragraph 17 of Exhibit "A" attached to the Lease prohibits any surface or drilling operations on the leased lands without written permission from the Lessor.

Therefore, we respectfully request that you grant us permission to enter the leased lands to conduct additional surveying, construction of a well site and road for the drilling, completion of and operations for the subject well. All damages to the land in conducting these operations will be paid by Longfellow to the surface owner of the land on rates comparable for other drill sites in the area.

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Please call me at (405) 203-9056 if you have any questions or need any additional information relative to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Spalding'.

Greg Spalding

Accepted by Patsy Jane Pierce

A handwritten signature in black ink, appearing to read 'Patsy Jane Pierce', followed by the text 'dated 11/18/11'.



November 16, 2011

Mr. Harold Skaggs
13600 FM 1826
Austin, TX 78737

Re: Skaggs No. 3 Sherman City Council meeting on 12/5/11 5:00 pm
Grayson County, Texas

Dear Mr. Skaggs:

You executed a Paid Up Oil and Gas Lease dated March 14, 2008 to Grayson County Properties, LLC, which Lease is recorded in Volume 4533, Page 399 of the records of Grayson County, Texas. Grayson County Properties, LLC is a subsidiary company of Longfellow Energy, LP (hereinafter referred to as "Longfellow") headquartered in Addison, Texas.

Longfellow has plans to drill its Skaggs No. 3 well at a legal location on the lands that are covered by the Oil and Gas Lease. Paragraph 17 of Exhibit "A" attached to the Lease prohibits any surface or drilling operations on the leased lands without written permission from the Lessor.

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Please call me at (405) 203-9056 if you have any questions or need any additional information relative to this matter.

Sincerely

A handwritten signature in black ink, appearing to be 'G. Spalding'.

Greg Spalding

Accepted by Harold Skaggs

A handwritten signature in black ink, appearing to be 'H. Skaggs'.

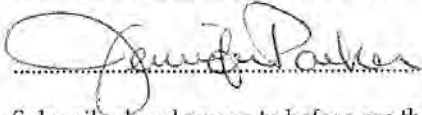
dated 11/21/11

Publisher's Affidavit

THE STATE OF TEXAS

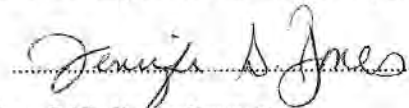
County of Grayson

Personally appeared before the undersigned authority JENNIFER PARKER,
CLASSIFIED MANAGER who being sworn says that LONGFELLOW ENERGY, CITY
COUNCIL MEETING was published in the HERALD DEMOCRAT / SHOPPER IN
SHERMAN/DENISON, TEXAS on the following dates to wit: NOVEMBER 23-25, 2011



Subscribed and sworn to before me this 25th day of NOVEMBER, A.D., 2011.




Notary Public, Grayson County, Texas

Classifieds

IN

B8 HERALD DEMOCRAT WEDNESDAY, NOVEMBER 23, 2011

- LINE ADS - ON LINE - UPDATED DAILY -

Visit our Web Site: www.herald-democrat.com

Call: 903-893-8181 or 903-465-7171



Fax: 903-868-19

Serving North Texas, Southern Oklahoma and the

Denison, TX
903-464-9099

0010 Legal Notice

Notice is hereby given that Longfellow Energy, LP, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 25th day of October, 2011, file with the city Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Tract 3: BEING a tract of land containing 44.104 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384 and Tract 4: BEING a tract of land containing 150.792 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5:00 o'clock p.m. on the 5th day of December, 2011.

0015 Who Has It

WHO HAS

Who has junk cars or wrecked cars and trucks, running or not? Grayson & Fannin County area. 214-726-5382

WHO HAS JUNK CARS, TRUCKS, VANS, BUSES, ETC?
I pay top dollar.
7 days a week.
No title needed.
(903)624-1833

Who Has Junk Cars/Trucks/Vans?

FAST CASH!

\$\$\$TOP DOLLAR\$\$\$

Lost Title OK

Free Haul off.

(903)814-1758
(903)815-2625

WHO HAS OLD DOLLS
from the 1960's and older?
I'm a doll collector looking for 1960's Barbies, 1950's

THE 500 BLOCK OF OAK ESTATES MIX-BREED DOG ADULT/MALE BLACK/WHITE FOUND IN THE 500 BLOCK OF OAK ESTATES DMH-CAT ADULT/MALE BLACK/WHITE FOUND IN THE 500 BLOCK OF S. HAZELWOOD DACHSHUND ADULT/MALERED FOUND IN THE 200 BLOCK OF MCKOWN DSH-CAT ADULT/MALE RED/WHITEFOUND IN THE 1700 BLOCK OF N. BINKLEY DSH-CAT ADULT/MALE RED/WHITEFOUND IN THE 500 BLOCK OF N. LEE

MIX-BREED DOG ADULT/MALE BROWN/BLACK FOUND IN THE 4000 BLOCK OF TEXOMA PKY ANIMALS FOUND ON 11-19-11 YORKIE-POODLE MIX ADULT/MALE SILVER/TAN/WHITE FOUND IN THE 1400 BLOCK OF E. PACIFIC LABRADOR MIX ADULT/MALE BROWN/WHITEFOUND IN THE 1800 BLOCK OF E. IDA RD.

The Sherman Animal Shelter @ 903-892-7255.



LOST CAT

903-463-6450.

0040 Personals

Disabled 57yr old white male, smoker, looking for SWF for friendship and possible companionship smoking ok, no drug or alcohol please. (903)483-2449 Jesse

HELP!! If you saw an accident on Oct. 8 on 1417 at Elk's Lodge road, a black Jeep & a black car about noon time. Please call Bill 903-818-0344.

Education/Instruction

0110 Education

WANT TO BE A FIREFIGHTER IN LESS THAN 6 MONTHS?

Texas Commission on Fire Protection & EMT Certification. Enroll now for Day & Evening Classes. Call 903-564-3862 for more information or Write to:

Haz-Co, Fire Academy P.O. Box 3063 Sherman, TX 75091

Employment

0220 Help Wanted

Need experienced mechanic's helper. Call (903)821-0804.

CLASSIFIED HAS the SALES POWER you've been looking for.

0010 Legal Notice

Whitewright

FEMALE SENIOR CARE GIVERS NEEDED 24 HOUR LIVE-IN CARE
IN-HOME CARE FOR FEMALE SENIORS
PHONE ANSWERED TUES-SAT.
8:00 am-6:30 pm
CALL (940)206-0276

The Homestead of Sherman now hiring:

PRN All NURSING STAFF
Two 2-10 CNA
One 10-6 CNA

1000 Sara Swamy Dr. Sherman.
Phone: (903)891-1730
Fax: (903)891-1703
EOE

Field Data Collector, P/T opportunity in Denison performing fieldwork & computer reporting for a national industry leader. No exp. Paid training. Performance based pay, \$12/hr. Apply at www.muellerreports.com. Task # 16724

Wanted: Dependable, experienced Diesel Truck Mechanic. Must have own tools. Apply in person James Garage Inc, 3112 Pottsboro Road, Denison.

0010 Legal Notice

GRAYSON COUNTY SHERIFF'S OFFICE

Corrections Officer - Jail Division - FT Opening.

Min reqs:
21 years of age, High school diploma or GED, TX.DL, meet all reqs. of TCLEOSE. Must pass physical exam, psychological, background check and drug screen. Starting salary \$2,625 monthly depending on education and exp. Excellent benefits. Applicants must be able to work any shift, weekends and holidays. Applicants must be a resident of Grayson County or willing to relocate to Grayson County. Accepting both female and male applicants. Fluency in Spanish a plus. Position open until filled.

Apply in person Grayson County H.R. DEPT., 100 W. Houston, Ste. G-2, Sherman, between 8:00 AM and 5:00 PM.
EOE

CAREGIVERS NEEDED NOW
Hourly and 24. Call office Mon-Fri 9-5 to arrange an interview. 903-463-4492 or 888-865-2992

0010 Legal Notice

TCLEOSE: Must be a licensed Texas Peace Officer and have

one-year full-time patrol experience. Must be able to pass background, records check, psychological test, drug test and physical examination including vision and hearing tests. Able to work any shift, weekends and holidays.

Must be a resident of Grayson County or willing to relocate to Grayson County. Accepting both male and female applicants. Fluency in Spanish a plus. Position open until filled. Apply Grayson County Courthouse, H. R. DEPT., 100 W. Houston, Ste. G-2, Sherman, between 8:00 a.m. and 5:00 p.m.

LEONARD MANOR IS OFFERING A \$500 SIGN-ON BONUS FOR CERTIFIED NURSE AIDES FOR OUR 2P-10P SHIFT.

A CERTIFIED ACTIVITY DIRECTOR POSITION IS ALSO AVAILABLE.

APPLY AT 902 E. HACKBERRY ST., LEONARD, TEXAS.
EOE

0010 Legal Notice

Classifieds

IN

C4 HERALD DEMOCRAT THURSDAY, NOVEMBER 24, 2011

- LINE ADS - ON LINE - UPDATED DAILY -

903-484-9088

0010 Legal Notice

Notice is hereby given that Longfellow Energy, LP, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 25th day of October, 2011, file with the city Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Tract 3: BEING a tract of land containing 44.104 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384 and Tract 4: BEING a tract of land containing 150.792 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5:00 o'clock p.m. on the 5th day of December, 2011.

DIGGING FOR BARGAINS?
Don't give up. You'll strike it rich if you search the classifieds daily.

ing the expiration of forty-two days after the date of issuance of this citation and petition, a default judgment may be taken against you.

TO: The Unknown Heirs at Law of Mildred A. Anderson, Deceased

You are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before ten o'clock a.m. on the Monday after the expiration of 42 days after the date of issuance of this citation, before the Honorable 397th District Court of Grayson County, Texas at the Justice Center, 10:00 a.m., Monday, of said County in Sherman, Texas on this the 27th day of December, 2010 in this case, numbered CV-10-2135 on the docket of said court, and styled:

Federal National Mortgage Association VS. Mike Rawlins, Adonna Rawlins Bagley, Steva Sullivan, Tony Rawlins, Belynda Rodriguez

The names of the party to the cause are as follows:

Mike Rawlins; Adonna Rawlins Bagley; Steva Sullivan; Tony Rawlins; Belynda Rodriguez

A brief statement of the nature of this suit is as follows, to-wit:

brought suit against Defendants Mike Rawlins, Adonna Bagley, Steva Sullivan, Tony Rawlins Belynda Rawlins and the Unknown Heirs of Mildred A. Anderson, to enforce the Loan Agreement on the property located at 908 W Laurel Street, Sherman, Texas 75092 and legally described as:

LOT TWENTY TWO (22) IN BLOCK FOUR (4) OF G. Y. GRAY'S SECOND ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 134, PAGE 113, DEED RECORDS, GRAYSON COUNTY, TEXAS.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Sherman, Texas, on this the 18th day of September, 2011.

KELLY ASHMORE, DISTRICT CLERK GRAYSON COUNTY, TEXAS

Sholana Brinkley DEPUTY

0015 Who Has It

Who has Chain Link Fence, canning jars, banjo, hardwood lumber or trees, green house material, canoe, king-size sheets sets?

(903)888-2036

WHO HAS JUNK CARS, TRUCKS, VANS, BUSES, ETC?
I pay top dollar.
7 days a week.
No title needed.
(903)824-1833

Who Has Junk Cars/Trucks/Vans?

FAST CASH!

\$\$\$TOP DOLLAR\$\$\$

Lost Title OK

Free Haul off.

(903)814-1758
(903)815-2625

WHO HAS OLD DOLLS from the 1960's and older?

I'm a doll collector looking for 1960's Barbies, 1950's Vogue (Ginny) or Madame Alexander, Antique Composition Dolls, German/French Bisque and other antique dolls. I may want to buy your old dolls & doll clothes/items. No dolls newer than 1970, please. Email pictures, details and asking price to:

Visit our Web Site: www.herald-democrat.com

OAK ESTATES

MIX-BREED DOG A D U L T / M A L E BLACK/WHITE FOUND IN THE 500 BLOCK OF OAK ESTATES DMH-CAT ADULT/MALE BLACK/WHITE FOUND IN THE 500 BLOCK OF S. HAZELWOOD D A C H S H U N D ADULT/MALERED FOUND IN THE 200 BLOCK OF MCKOWN DSH-CAT ADULT/MALE RED/WHITEFOUND IN THE 1700 BLOCK OF N. BINKLEY DSH CAT ADULT/MALE RED/WHITEFOUND IN THE 500 BLOCK OF N. LEE

MIX-BREED DOG A D U L T / M A L E BROWN/BLACK FOUND IN THE 4000 BLOCK OF TEXOMA PKY ANIMALS FOUND ON 11-19-11 YORKIE-POODLE MIX A D U L T / M A L E SILVER/TAN/WHITE FOUND IN THE 1400 BLOCK OF E. PACIFIC LABRADOR MIX A D U L T / M A L E BROWN/WHITEFOUND IN THE 1600 BLOCK OF E. IDA RD. The Sherman Animal Shelter @ 903-892-7255.

0040 Personals

Disabled 57yr old white male, smoker, looking for SWF for friendship and possible companionship smoking ok, no drug or alcohol please. (903)453-2448 Jesse

HELPI! If you saw an accident on Oct. 8 on 1417 at Elk's Lodge road, a black Jeep & a black car about noon time. Please call Bill 903-818-0344.

Education/Instruction

time hours available. Live in arrangement optional. Bill, (918)205-4475

TEXOMA SPECIALTY CARE CENTER is now taking applications for
• CNA Double Weekend
• LVN's PRN's for all Shifts

Please apply in person:
1300 MEMORIAL DRIVE DENISON, TEXAS 75020
EOE
Drug Free Workplace

BILINGUALS NEEDED
Starting \$13.78/hr for 44hr/wk. Managers start at \$40K plus bonus. We promote from within. Apply in person at 1610 Texoma Parkway, Sherman, or 2008 S. Armstrong, Denison, or email kevin_wolfe@talleyrents.com

Bonham Nursing & Rehabilitation is accepting applications for CNA's for 2pm-10pm, 10pm-6am. Contact Trena Wines RN, DON at 709 W. Fifth, Bonham, TX. (903)583-8551

Bonham Nursing & Rehabilitation is accepting applications LVN's 8am-10pm Sat. & Sun. Contact Trena Wines RN, DON at 709 W. Fifth, Bonham, TX. (903)583-8551

Grayson County College Adult Education Financial Coordinator and

Earn Up to \$15.00/hr.
2301 N. Loy Lake Rd, Sherman.

Kathleen's Kitchen
Lunch Time Hostess Needed. Please be Mature, Friendly & Energetic. Apply in person 1913 N. Travis, Sherman.

Nurse Meadowbrook Care Center, a 60 bed skilled nursing facility located in Van Alstyne, has openings for caring and dedicated individuals to join our team in one of the following positions:

CNAs PRN
TX certification required.

Medication Aide
Mon - Fri, 6A-2P

Competitive pay rate. Apply in person or send resume to:

Meadowbrook Care Center
632 Windsor Dr. Van Alstyne, TX 75405
Fax: 903-482-8048
stephen.white@fundlls.com
www.fundlls.com

EOE, M/F/H/V. Drug-free/Smoke-free Workplace

RN's wanted:

Come work for us and discover the benefits of working for a small independent home health agency. Be the nurse you always wanted to be.



HD-Bingo

Classifieds

IN

B8 HERALD DEMOCRAT FRIDAY, NOVEMBER 25, 2011

- LINE ADS - ON LINE - UPDATED DAILY -

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Call: 903-893-8181 or 903-465-7171



Fax: 903-868-1

Serving North Texas, Southern Oklahoma and the

903-818-6411

2010 Legal Notice

Notice is hereby given that Longfellow Energy, LP, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 25th day of October, 2011, file with the city Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Tract 3: BEING a tract of land containing 44.104 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 354 and Tract 4: BEING a tract of land containing 150.792 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 354. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5:00 o'clock p.m. on the 5th day of December, 2011.

SARAH DELUCCO: MINIBIKE, CLOTHES, FURNITURE
TONI THOMPSON: ROLLTOP DESK, TANNING BED, OLD STOVE
JEANETTE COX: TV, DEARBORN HEATER, MISC.
TAMMY PALM: ANTIQUE CIGARETTE MACH. REFRIG. TRUCK TOOL BOX

Questions Contact
David at 903-436-5757

Notice of Public Hearing

The Van Alstyne Planning and Zoning Commission will hold a public hearing at the Van Alstyne Community Center located at 262 N. Preston at 7:00 p.m. on December 12, 2011, to consider a request by the owner/agent of the property situated in the City of Van Alstyne, County of Grayson, State of Texas, being described as Abstract No. 770 W 65 ft of Subdivision 8 and 7 in Divisions 3; 281 Van Alstyne Pkwy for a zone change from C-1 (Commercial 1) to SF-1 (Single Family - 1).

You may attend the meeting and make com-

If it is worth selling, Herald Democrat Classified ads will sell it fast. To place your ad just dial 903.893.8181 or 903.465.7171.

SEWAGE DISPOSAL," DIVISION 5, ENTITLED "REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE", PART II, ENTITLED "GENERAL SEWER USE REQUIREMENTS", AT SECTION 13.07.356, ENTITLED "SPECIFIC POLLUTANT LIMITATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

I, Linda Ashby, City Clerk of the City of Sherman, Grayson County, Texas do hereby certify that the above and foregoing is a true and correct copy of the caption of Ordinance No. 5728 which was adopted by the City Council of the City of Sherman, Texas at the Regular Meeting of the City Council, November 21, 2011. A copy of this Ordinance is on file in the office of the City Clerk, at City Hall, 220 W. Mulberry, Sherman, Texas.

Linda Ashby
City Clerk
Sherman, Texas

SAVE TIME, STEPS and MONEY. Read and use Herald Democrat Classified ads. To place your ad just dial 903.893.8181 or 903.465.7171.

C-104 241, Van Alstyne, Texas; 75495.

CITY OF SOUTHMAYD REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

The City of Southmayd has recently been awarded a grant under the 2011 Texas Community Development Block Grant Program from the Texas Department of Agriculture's Office of Rural Affairs. The grant is to assist the city in a street reconstruction project. The construction budget is \$139,800.00 - federal and local funds. The city is seeking to contract with an engineering consultant, registered to practice in the State of Texas, to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. Any registered professional engineer interested in submitting a proposal must contact Lisa Stewart, City Secretary by calling 903/868-9420 to request a copy of the "Request for Engineering Services Proposal". All proposals must be in writing and received at the City Hall at the address below by no later than the deadline imposed below. All sealed proposals must be submitted to:

2011 TxCDBG Engineering Services Proposal
City of Southmayd

2011 TxCDBG Grant Management Services Proposal
City of Southmayd
4525 Elementary Dr.
Southmayd, Texas 76268
PO Box 88
Southmayd, Texas 76268-0088
Proposals must be received by the city no later than:

Wednesday,
December 7, 2011
Due Date
10:00 a.m.
Due Time

The City of Southmayd reserves the right to reject any and all proposals and to negotiate with any and all firms that submit proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards Act of 1981. The City of Southmayd is an Affirmative Action/Equal Opportunity Employer.

SHERMAN ANIMAL SHELTER

ANIMALS FOUND ON 11-18-11
SHEPHERD MIX A D U L T / M A L E BROWN/BLACK FOUND ON 289 S 120
MIX-BREED DOG A D U L T / F E M A L E BLACK/TAN FOUND IN THE 500 BLOCK OF OAK
ESTATES MIX-BREED DOG A D U L T / M A L E BLACK/WHITE FOUND IN THE 500 BLOCK OF OAK
ESTATES DMH-CAT ADULT/MALE BLACK/WHITE FOUND IN THE 500 BLOCK OF S. HAZELWOOD
D A C H S H U N D A D U L T / M A L E R E D FOUND IN THE 200 BLOCK OF MCKOWN
DSH-CAT ADULT/MALE RED/WHITE FOUND IN THE 1700 BLOCK OF N. BINKLEY
DSH-CAT ADULT/MALE RED/WHITE FOUND IN THE 500 BLOCK OF N. LEE
MIX-BREED DOG A D U L T / M A L E BROWN/BLACK FOUND IN THE 4000 BLOCK OF TEXOMA PKY
ANIMALS FOUND ON 11-19-11
YORKIE-POODLE MIX A D U L T / M A L E SILVER/TAN/WHITE FOUND IN THE 1400 BLOCK OF E. PACIFIC
LAHADOH MIX A D U L T / M A L E BROWN/WHITE FOUND IN THE 1800 BLOCK OF E. ICA RD.
The Sherman Animal Shelter @ 603-892-7255.

Full & Part-time positions available, experience preferred. Apply at First Quick Check Convenience Stores/Exxon, 130 E. Van Alstyne Pkwy, Van Alstyne, 419 Hwy. 69 South, Whitewright

FEMALE SENIOR CARE GIVERS NEEDED
24 HOUR LIVE-IN CARE IN-HOME CARE FOR FEMALE SENIORS
PHONE ANSWERED TUES-SAT
8:00 am-6:30 pm
CALL (940)206-0276

The Homestead of Sherman now hiring:

PRN All NURSING STAFF
Two 2-10 CNA
One 10-6 CNA

1000 Sara Swampy Dr. Sherman.
Phone: (903)891-1730
Fax: (903)891-1703
EOE

BILINGUALS NEEDED
Starting \$13.78/hr for 44hr/wk. Managers start at \$40K plus bonus. We promote from within. Apply in person at 1610 Texoma Parkway, Sherman, or 200B S. Armstrong, Denison, or email



LD BINGO



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. B.2

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 5729

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5729 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/Gas Well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District at 4329 U.S. Highway 82 East, being 194.896 acres in the William Brogden Survey, Abstract No. 92 (Jack and Patsy Pierce, Mineral Rights Owners; Greg Spalding, Longfellow Energy, LP, Representative; and Sartin & Associates, Inc., Surveyors); Providing that this Specific Use Permit Shall be Granted Subject to Certain Conditions; Providing a Penalty Not to Exceed \$2,000.00



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. B.3

CONSENT AGENDA

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

C.3 * *RESOLUTION NO. 5640*

Awarding a Bid to and Authorizing Execution of a Contract with Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer Distribution and Collection Miscellaneous Parts and Materials

D.1 * *OTHER BUSINESS*

Consider Longfellow Energy, LP's Application for a Permit to Drill an Oil and Gas Well (Skaggs #3) in an R-1 (One Family Residential) District/O-1 (75 & 82) Overlay District at 4329 U.S. Highway 82 East, being 194.896 Acres in the William Brogden Survey, Abstract No. 92



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. C.1

RESOLUTION NO. 5638

Authorizing the Acceptance of Fiscal Year 2011 State Homeland Security Grant Program (SHSP) and State Homeland Security Program Law Enforcement and Terrorism Prevention Assistance (SHSP LETPA) Federal Grant Award Number EMW-2011-SS-00019 from the Federal Emergency Management Agency and the U.S. Department of Homeland Security; Authorizing the Purchase of Equipment Related to Regional Response

Issue

On November 17, 2011, the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security awarded the City of Sherman a grant in the total amount of \$86,226.73. The grant award is in two parts:

- (1) State Homeland Security Program Law Enforcement and Terrorism Prevention Assistance (SHSP LETPA) funds of \$37,545.64; and
- (2) State Homeland Security Program (SHSP) funds of \$48,681.09. Council approval is required for the receipt and expenditure of these funds.

Background

The City of Sherman has been awarded a grant to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, response and recovery capabilities. This year's grant will be used to fund equipment costs and training for the Next Generation 9-1-1 (NG911) System for the Sherman Police Department. Any remaining grant funds will be used for public safety equipment and training for fire and police. Eligibility for this and future grants was contingent on compliance with state and federal guidelines, including compliance with the National Incident Management System (NIMS).

Origination

J. J. Jones, Fire Chief

Financial Consideration

The grant award of \$86,226.73 represents 100% of the total project cost. Funding relating to these grant expenditures was budgeted in the E-911 Fund for fiscal year 2012. Expenditure of these funds will be in accordance with City purchasing guidelines.

Staff Recommendation

It is recommended that the City Council approve acceptance of the award and the purchase of related equipment.

Alternatives

Though not recommended, the City Council could decline the award and not provide the programs as designed.

Attachments

Resolution No. 5638

Grant Award Package (Award notification and Sub-Recipient Agreements)

Prepared by:

Jeffrey J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5638

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) AND STATE HOMELAND SECURITY PROGRAM LAW ENFORCEMENT AND TERRORISM PREVENTION ASSISTANCE (SHSP LETPA) FEDERAL GRANT AWARD NUMBER EMW-2011-SS-00019 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY; AUTHORIZING THE PURCHASE OF EQUIPMENT RELATED TO REGIONAL RESPONSE; 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 documents being properly completed and approved as to form and content by the City Attorney, to accept the Fiscal Year 2011 State Homeland Security Grant Program and State Homeland Security Program Law Enforcement and Terrorism Prevention Assistance Federal Grant Award Number EMW-2011-SS-00019 from the Federal Emergency Management Agency (FEMA) and the U.S. Department of Homeland Security, in accordance with all award 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 _____, 2011.

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**

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

November 17, 2011

Dear Authorized Official:

Attached are the FY 2011 Homeland Security Grant Program (HSGP) sub-recipient award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant(s) and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions listed on Page 2 of the Sub-Recipient Agreement (SRA) (the box at the top of the 2011 Terms and Conditions), and return all documents as instructed below to the Texas Department of Public Safety (TXDPS), Texas Homeland Security State Administrative Agency (THSSAA) by no later than January 5, 2012.

The SRA, which includes the Award and the Terms and Conditions, must be filled out, signed, and each page initialed by the person indicated in Box 4 of the Sub-Recipient Award. Signature by anyone other than that person will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Sub-recipient. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award(s) unless the letter indicates otherwise.

Return SRA(s) via Email

The FY 2011 SRA documents should be returned via email to SAA_SRA@dps.texas.gov by no later than January 5, 2012. Please title the subject line of your email "HSGP" and name of jurisdiction (i.e. *HSGP Houston_City of*). If you have received multiple awards, please attach each SRA (including a signed award and set of Terms and Conditions) as a separate attachment to the email and use the following naming convention for each file: federal grant title abbreviation (from Box 5 on Award), "SRA" and name of jurisdiction. (i.e. *MMRS SRA Houston_City of*; *UASI SRA Houston_City of*).

Please retain a copy of each document submitted to the THSSAA for your records. The grant award(s) may be withdrawn if the required documents are not completed and submitted to the THSSAA within the deadlines established below.

Timeline for FY 2011 Grant Process

Below is the timeline for the FY 2011 HSGP awards and projects. The THSSAA will not approve FY 2011 expenditure requests until the signed Sub-Recipient Agreement(s) have been returned to the THSSAA, the Biannual Strategy Implementation Report (BSIR) Plan has been completed in the

"Restrictions, Disclaimers and Notices" of the T&Cs; certify agreement to the statements provided in Exhibits A, B, and C located at the back of the T&Cs by filling in contact information- signing all exhibits; and return all documents to the TXHLS-SAA by the due date provided in the bottom-left corner of the Sub-Recipient Award(s) box 13.

In addition, the TXHLS-SAA must have a current Direct Deposit Authorization from your organization in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. An electronic version of this form is available for you to download, populate and send to the TXHLS-SAA on the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf> . If you submitted a completed Direct Deposit Authorization form with prior acceptance documents for HSGP awards, you do not need to submit another authorization unless your bank account information has changed or you wish to receive reimbursement by check instead of by direct deposit.

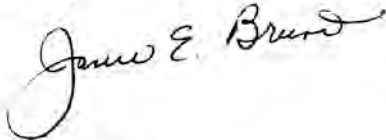
This HSGP SRA offer will be withdrawn if the required materials are not received at the TXHLS-SAA with a postmark no later than the due date indicated on your SRA(s). Extensions to this date will not be granted. You must submit required documents by the due date to the following address:

Texas Department of Public Safety
TXHLS- State Administrative Agency
1033 La Posada, Suite 100
Austin, TX 78752

Please retain a copy of each document submitted to the TXHLS-SAA for your records.

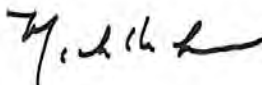
If you have any questions, please contact Edwin Staples at 512-377-0002.

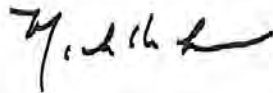
Sincerely,



Janice E. Bruno
Director
TXHLS-SAA

JEB:es

	Texas Department of Public Safety		
	2011 Sub-Recipient Award for City of Sherman		
1. General Award Information		Reference/Encumbrance No:	
Date of Award: November 17, 2011		Prepared By: Mounce, Ana-Jo	3. SAA Award Number: 11-SR 67496-01
4. Sub-Recipient Name and Address		5. Federal Grant Information	
Mayor Bill Magers City of Sherman P.O. Box 1106 Sherman, TX 75091-1106		Federal Grant Title: Homeland Security Grant Program (HSGP) State Homeland Security Program(SHSP)	
		Federal Grant Award Number: EMW-2011-SS-00019	
		Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate	
		Date Federal Grant Awarded to TxDPS: October 7, 2011	
CFDA: 97.067			
6. Award Amount and Grant Breakdowns			
SHSP \$48,681.09		Grant Period:	
		From: Sep 1, 2011	To: Aug 31, 2013
(The SAA must receive all invoices by the end of grant period)			
7. Statutory Authority for Grant: The Department of Defense and Full-Year Continuing Appropriations Act 2011 (Public Law 112-10), and Section 2003 of the Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act, 6 U.S.C. 604.			
8. Method of Payment: Primary method is reimbursement.			
9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov/eplis/search.do			
10. Agency Approvals			
Approving TxDPS Official: Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety		Signature of TxDPS Official: 	
11. Sub-Recipient Acceptance			
I have read, understood and agree to this Sub-Recipient Agreement and the attached Terms and Conditions.			
Print name and title of Authorized Sub-Recipient official:		Signature of Sub-Recipient Official:	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:		DUNS Number:	Date Signed :
DUE DATE: January 5, 2012 Signed award and Direct Deposit Form must be returned to TxDPS on or before the due date.			

	Texas Department of Public Safety		
	2011 Sub-Recipient Award for City of Sherman		
1. General Award Information		Reference/Encumbrance No:	
Date of Award: November 17, 2011		Prepared By: Mounce, Ana-Jo	3. SAA Award Number: 11-SR 67496-02
4. Sub-Recipient Name and Address		5. Federal Grant Information	
Mayor Bill Magers City of Sherman P.O. Box 1106 Sherman, TX 75091-1106		Federal Grant Title: Homeland Security Grant Program (HSGP) State Homeland Security Program (SHSP)	
		Federal Grant Award Number: EMW-2011-SS-00019	
		Federal Granting Agency: Department of Homeland Security FEMA Grant Programs Directorate	
		Date Federal Grant Awarded to TxDPS: October 7, 2011	
CFDA: 97.067			
6. Award Amount and Grant Breakdowns			
SHSP LETPA \$37,545.64		Grant Period:	
		From: Sep 1, 2011	To: Aug 31, 2013
(The SAA must receive all invoices by the end of grant period)			
7. Statutory Authority for Grant: The Department of Defense and Full-Year Continuing Appropriations Act 2011 (Public Law 112-10), and Section 2003 of the Homeland Security Act of 2002, as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act, 6 U.S.C. 604.			
8. Method of Payment: Primary method is reimbursement.			
9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov/eplis/search.do			
10. Agency Approvals			
Approving TxDPS Official: Machelle Pharr Deputy Assistant Director Texas Homeland Security State Administrative Agency Texas Department of Public Safety		Signature of TxDPS Official: 	
11. Sub-Recipient Acceptance			
I have read, understood and agree to this Sub-Recipient Agreement and the attached Terms and Conditions.			
Print name and title of Authorized Sub-Recipient official:		Signature of Sub-Recipient Official:	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:		DUNS Number:	Date Signed :
DUE DATE: January 5, 2012 Signed award and Direct Deposit Form must be returned to TxDPS on or before the due date.			

2011 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. Fill in the information and sign the Sub-Recipient Award.
2. Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.
3. Fill in the information located on Page 4.
4. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits.
5. Return all documents to the DPS/THSSAA on or before the date provided in the transmittal letter and/or in the agreement.

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2011 Sub-recipient Agreement on or before the date provided in the transmittal letter and/or in the Sub-recipient Agreement Award.

Sub-recipient may not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the DPS/THSSAA.

Overview and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2011 Grant Program Guidance for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2011 Grant Program Guidance as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which were approved by the THSSAA. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurance – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certification, hereinafter referred to as "Exhibit C"
4. Assurance – From UGMS § 14 hereinafter referred to as "Exhibit D"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the DPS/THSSAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/THSSAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/THSSAA until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved. Failure to timely implement projects may reduce future funding in additional DHS/FEMA grant programs administered by the DPS/THSSAA.

DPS/THSSAA Obligations

Measure of Liability. DPS/THSSAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/THSSAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/THSSAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the Sub-recipient Award.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award.

Excess Payments. The Sub-recipient shall refund to DPS/THSSAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/THSSAA or that DPS/THSSAA determines has resulted in overpayment to the Sub-recipient or that DPS/THSSAA determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

Initial _____ Date _____

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/THSSAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/THSSAA's Right to Terminate. DPS/THSSAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/THSSAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient Agreement's terms. DPS/THSSAA shall notify the Sub-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/THSSAA or its authorized representative reserves the right to perform periodic desk/office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/THSSAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et. seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/THSSAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipient government jurisdictions must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient government jurisdiction's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

Initial _____ Date _____

B. Projects identified in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant. Sub-recipient will submit its project plans, narrative and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this award. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

C. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and must identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

D. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the DPS/THSSAA.

E. Regional Planning Commissions/Council of Governments (COGs) will follow guidelines listed in the DPS/THSSAA FY2011 COG Statement of Work.

F. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

C. At the completion of the sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/THSSAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by HSGP grant. DPS/THSSAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Loan Star, to the other party at its respective address set forth below or to a Point of Contact listed for the sub-recipient in the DPS/THSSAA Grants Management System.

DPS/THSSAA Contact Information	Sub-Recipient Contact Information (Please Fill-In Contact Information below)
Deputy Assistant Director,	Name:
Texas Homeland Security State Admin. Agency	Title:
Texas Department of Public Safety	Agency:
P.O. Box 4087	Address:
Austin, TX 78773-0220	

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110);
3. 44 CFR Part 10, Environmental Considerations

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B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements –OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance

The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2011 Grant Program Guidance and application kit and supplemental resources, e.g., for Homeland Security Grant Program currently available at http://www.fema.gov/bxt/government/grant/2011/fy11_hsgp_kit.txt; for Regional Catastrophic Preparedness Grant Program, http://www.fema.gov/bxt/government/grant/2011/fy11_rcpgp_kit.txt; for Emergency Operations Center Grant Program, http://www.fema.gov/bxt/government/grant/2011/fy11_eoc_kit.txt; and Nonprofit Security Grant Program, http://www.fema.gov/bxt/government/grant/2011/fy11_nsgp_kit.txt.

Lobbying Prohibited

Sub-Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

Environmental Review

The Sub-recipient, as soon as possible upon receiving their grant award, must provide information to DPS/THSSAA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Recipient shall not undertake any written activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS § 42, and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for 3 years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct the sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of the Retention of Records and Access to Records sections in all subcontracts.

After Action Reporting. The Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

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Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

The Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement.

Except as otherwise directed by DPS/THSSAA, the Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/THSSAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/THSSAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/THSSAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/THSSAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/THSSAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/THSSAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/THSSAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Modification. FEMA or the DPS/THSSAA may change the award document after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates sub-recipient's acceptance of the changes to the award.

Written Amendment. Alterations, additions or deletions to this Sub-recipient agreement's terms, such as changes to period of performance and award amounts, will be made through Grant Adjustment Notices generated by the DPS/THSSAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to the Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

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Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

Other General Conditions

DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems Number (DUNS) is the number listed on the Sub-recipient agreement award. Data Universal Numbering System (DUNS) number means the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.

Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, and entered DPS/THSSAA-required information. See SAA Information Bulletin. Sub-recipient will keep current, and then review and update the CCR information at least annually, at the beginning of September of each year. Sub-recipient will keep information current in Central Contractor Registration database until the later of when it submits this grant's final financial report or receives final grant award payment. Sub-recipient agrees that it will not make any subaward agreement or contract related to this award without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

Reporting Total Compensation of Sub-recipient Executives. 2 CFR 170.320; see FEMA Information Bulletin 350; SAA Information Bulletin.

1. Applicability and what to report. Sub-recipient must report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 CFR 170.320. Sub-recipient must report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient must report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 CFR 229.402(c)(2)) for each of the Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report. Sub-recipient must report executive total compensation at www.ccr.gov. By signing this agreement Sub-recipient is certifying that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and agrees to keep information in the Central Contractor Registration database current, and update the information at least annually at the beginning of September for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it will not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

Contract Provisions. All contracts executed under this award will contain the contract provisions listed under 44 CFR 13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee, the Sub-recipient will determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and will confirm the vendor/subawardee does not appear in the Excluded Parties List System, currently at www.epls.gov/search.do.

Direct Deposit. Since September 1, 2011, Sub-recipient has either forwarded or is currently forwarding to DPS an updated direct deposit form currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification email feature which provides state of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to their financial institution. After receiving an APN, payees may securely access their payment details online.

Points of Contacts. Within 30 days of any change, Sub-recipient will enter, confirm, and/or correct the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

Publications. All publications produced as a result of this funding, which are submitted for publication in any magazine, journal, or trade paper shall carry the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Quarterly Performance Reports. The sub-recipient will submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Currently most reports are entered into the grants management system. For Homeland Security Grant Program, Emergency Operations Center Grant Program, Regional Catastrophic Preparedness Grant Program and Non-profit awards performance reports are currently due on each January 20, April 20, July 20 and October 20. The final report is to be filed the quarter after the end of Sub-recipients performance period. Failure to timely complete performance reports will result in the Sub-recipient being unable to request additional reimbursements/advances.

Controlled Unclassified Information. Some information and materials provided pursuant to or resulting from this Award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. The sub-recipient is responsible for compliance with all applicable laws and regulations.

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Security Requirements. Sub-recipients of this award shall use their own security procedures and protections to protect Sensitive Information received or distributed under this Award. The sub-recipient shall also establish procedures to provide reasonable assurance that no Sensitive Information will be developed or generated under this award. Such security procedures should include procedures (e.g., security check forms, type of background check/investigations performed (if necessary) and requirements for successful adjudication of the type of background check/investigations performed) to determine the suitability of sub-recipients' personnel requiring recurring access to government facilities or access to Sensitive Information provided under this award. A copy of the security procedures and any proposed Non-Disclosure Agreement for the sub-recipients' personnel shall be submitted to the DPS/THSSAA within two (2) weeks after signing this agreement. The sub-recipient will be notified of any concerns that may be identified once the security procedures are forwarded and reviewed by DHS.

Sensitive Information. Work under this award may involve access to Sensitive Information from the Federal Government. Therefore, the sub-recipient shall not disclose, orally or in writing, any Sensitive Information to any person unless authorized in writing by the DHS Grants Officer. Further, the sub-recipient shall ensure that Sensitive Information is protected in such a manner that it is safeguarded from public disclosure in compliance with local, state or Federal laws and with sub-recipient's security procedures. For those sub-recipient personnel authorized access to Sensitive Information, the sub-recipient must ensure that these persons receive training concerning the protection and disclosure of Sensitive Information both during and after the period of performance.

Public Dissemination of Sensitive Information. The sub-recipient will notify the DPS/THSSAA of any workshops, conferences, seminars or other public venues at least 100 days before presenting any potentially sensitive information regarding this project. No Sensitive Information may be presented by the sub-recipients' personnel without DPS/THSSAA and DHS Grants Officer's review and prior written approval.

Security Concerns/Violations. The sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) days of the sub-recipient being made aware of any security concerns with individuals having access to government facilities or Sensitive Information. In the event that Sensitive Information is divulged in violation of sub-recipient's security procedures, the sub-recipient will immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

Site Visits. The DHS and/or DPS/THSSAA, through authorized representatives, has the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the DHS on the premises of the sub-recipient, or a contractor under this Award, the sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. The sub-recipient shall obtain the respective agency's prior written approval before using either agencies' seal. Funding of this Award does not equate to endorsement of use of funding agencies' seals.

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Prohibited Activities

1) Trafficking In Person and Commercial Sex Act Prohibition

- a) Provisions applicable to a sub-recipient that is a private entity:
 - i) A sub-recipient and/or the sub-recipient's employees, may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or sub-award under this award.
 - ii) DPS/THSSAA or FEMA may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by an agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
 - (a) Associated with performance under this award; or
 - (b) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - b) Provisions applicable to a sub-recipient that is not a private entity:
 - i) THSSAA may unilaterally terminate this award, without penalty, if the sub-recipient:
 - (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
 - (1) Associated with performance under this award; or
 - (2) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)," as implemented at 2 CFR Part 3000.
 - c) Provisions applicable to any recipient:
 - i) A Sub-recipient must inform the DPS/THSSAA immediately of any information it received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
 - ii) DPS/THSSAA's right to terminate unilaterally is described in 1b or 2 of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to DPS/THSSAA under this award.
 - iii) Sub-recipient must include the requirements of 1a of this award term in any sub-award the sub-recipient makes to a private entity.
 - d) Definitions. For purposes of this award term:
 - i) "Employee" means either:
 - (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by Sub-recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt, bondage, or slavery.
 - iii) "Private entity" means:
 - (1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - (a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - (b) A for-profit organization
 - iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2) Classified Security Condition

- a) "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
- c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
- e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: D254AdministrativeSecujidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

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Operation Stonegarden (OPSG) Specific Condition

The OPSG Sub-recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific, or modified county level or equivalent Operational Order/Frag Operation Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) THE APPROPRIATE Customs and Border Productions (CBP) Border Patrol (BP) Sector Headquarters (HQ) upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPets) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Program Directorate (GPD), Grant Development and Administrative Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the Texas Homeland Security State Administrative Agency (THSSAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

Emergency Operations Center Grant Program (EOCGP) Specific Condition

The Sub-recipient is prohibited from obligating, expending or drawing down EOCGP funds provided through this award until the required budget and budget narrative are reviewed and approved by FEMA and an official notice has been issued from FEMA removing this special condition.

Regional Catastrophic Preparedness Grant Program (RCPGP) Specific Condition

The Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded. In addition, the Sub-recipient is prohibited from obligating or expending RCPGP funds provided through this award until DHS/FEMA has provided signed approval of the project narrative and project plans to the Sub-recipient.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in Texas Government Code Chapter 783, Uniform Grant and Contract Management Code: State Administrative Agency Information Bulletins, currently available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) currently at governor.state.tx.us/files/state-grants/UGMS062004.doc, and the State Administrative Agency Sub-recipient Manual, currently available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient(s) must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

The Sub-recipient will follow Texas General Appropriations Act, Art. IX, section 4.05 which requires conforming with:

- a) Texas General Appropriations Act, Art. IX, Parts 2 and 3 of the General Appropriations Act, except there is no requirement for increased salaries for local government employees;
- b) Texas Government Code section 556.004, 556.005, and 556.006 including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of a legislative including not assisting with the funding of a Lobbyist, or using grant funds to pay dues to an organization with a registered Lobbyist;
- c) Texas Government Code section 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
- d) Texas General Appropriations Act, Art. IX, section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
- e) General Appropriations Act, Art. IX, section 7.01, 7.02, and 7.03 and Texas Government Code § 2102.0091, including grants funds may only be expended if the Sub-recipient timely completes and files its reports.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____

Date _____

Initial _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Initial _____ Date _____

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

Initial _____ Date _____

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

Initial _____ Date _____

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official

Date

Initial _____ Date _____

Exhibit C

Certifications

The undersigned, _____ (print), as the authorized official of _____ certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List

www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

H. Sub-recipient agrees that it is not delinquent on any Federal debt.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

Initial _____ Date _____

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____ Date _____

Initial _____ Date _____

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient

1. Will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the subgrantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Must comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Will follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

Initial _____ Date _____

15. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

20. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

22. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

25. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official _____

_____ Date

Initial _____ Date _____



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. C.2

RESOLUTION NO. 5639

**Authorizing the Purchase of 4RE HD In-Car Video Systems
for the Sherman Police Department from WatchGuard Video LLC
through the Houston-Galveston Area Council of Governments (H-GAC)**

Issue

Approve the purchase of seventeen (17) WatchGuard in-car video system packages to replace the current outdated and unserviceable Digital Patroller 1 (DP1) systems for \$118,530.00

Background

The State of Texas has adopted a law prohibiting racial profiling, which is wholly supported by the Sherman Police Department. As part of the Sherman PD's approach to comply with the reporting requirements of this law, an in-car video recording system has been incorporated into all patrol vehicles to capture traffic stops. In addition, the in-car video systems are used to capture audio and video evidence and to defend the City and its employees from false reports or accusations.

The current video recording system, DP1, which was purchased from Integrian over six (6) years ago, has far exceeded its expected life cycle. In addition, Integrian subsequently changed hands to another company called Digital Systems Technology. Since that change, DP1 is no longer supported by the new owners and must be replaced.

In analyzing available products that meet the needs and budget of the City of Sherman, WatchGuard's 4RE High Definition in-car video systems has been selected to replace the outdated DP1's. WatchGuard is one of the largest producers of police in-car video systems in the United States, is universally recommended by all users contacted, and is based and produced in Allen, Texas.

The WatchGuard video recording packages are available for purchase through the Houston-Galveston Area Council of Governments (H-GAC) purchasing cooperative. Purchasing from the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination

Sherman Police Department

Financial Consideration

The replacement in-car digital video recorder system, priced at \$118,530.00, will be purchased from WatchGuard Video LLC, based in Allen, Texas, through the H-GAC at a total purchase price of \$118,530.00. Funding for this purchase is available through the Police Department budget and Court Technology Fund.

Staff Recommendation

It is recommended that staff be authorized to purchase the WatchGuard 4RE HD system packages, as quoted through the H-GAC.

Alternatives

None recommended

Attachments

Resolution No. 5639

H-GACBuy Contract Pricing Worksheet for WatchGuard's 4RE HD system

H-GAC Agreement

Prepared by:
Tom Watt, Police Chief

Approved by:
George Olson, City Manager

RESOLUTION NO. 5639

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF 4RE HD IN-CAR VIDEO SYSTEMS FOR THE SHERMAN POLICE DEPARTMENT FROM WATCHGUARD VIDEO LLC THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC); 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 to purchase from WatchGuard Video LLC of Allen, Texas, through the Houston-Galveston Area Council of Governments (H-GAC), seventeen (17) 4RE HD In-Car Video Systems at a total purchase price of One Hundred Eighteen Thousand Five Hundred Thirty Dollars and No Cents (\$118,530.00), in accordance with the provisions of the H-GAC proposal and the terms and conditions of the Interlocal Agreement, both attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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 _____, 2011.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

BILL MAGERS, MAYOR

BY: _____

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____

**BRANDON S. SHELBY,
CITY ATTORNEY**

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	EF04-11	Date Prepared:	11/22/2011
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.							
Buying Agency:	Sherman Police Department			Contractor:	WatchGuard Video LLC		
Contact Person:	Ken Francis			Prepared By:	Susanne Varner		
Phone:	806-366-5551			Phone:	214-785-2612		
Fax:	806-366-3142			Fax:	972-423-9778		
Email:	KenF@ci.sherman.tx.us			Email:	svarner@watchguardvideo.com		
Catalog / Price Sheet Name:	4RE In-Car Systems						
General Description of Product:	4RE In-Car Camera System. Featuring multiple resolution recording, GPS, In-Car WIFI						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Quan	Description	Unit Pr	Total				
17	4RE-STD-GPS - 4RE In-Car Camera System. Featuring multiple resolution	5485	93245				
17	4RE-WRL-KIT-05G - 4RE In-Car 802.11n Wireless Kit, 5GHz	300	5100				
1	KEY-ELB-SRV-200 - License Key, 4RE, Server, Evidence Library 2.0	3495	3495				
6	KEY-ELB-CLI-200 - License Key, 4RE, Client, Evidence Library 2.0	75	450				
2	WAP-KIT-05G-001 - WiFi Access Point Kit, 802.11n, 5GHz, Omni (Radio, Antenna, PoE)	405	810				
1	SVC-WGV-ONS-100 - On-Site Service, First Day, per person	1500	1500				
1	SVC-WGV-ONS-200 - On-Site Service, Additional Day, per person	1000	1000				
17	WAR-4RE-CPP-001 - 4RE Complete Protection Plan 2nd Year	360	6120				
2	SVC-WGV-ONS-200 - Access point Installation	1000	2000				
			0				
			0				
			0				
Total From Other Sheets, If Any:							
Subtotal A:			113720				
B. Unpublished Options, Accessory or Service Items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description	Unit Pr	Total				
17	MIC-WRL-KIT-400 - Hi-Fi Microphone Kit 1 (Transmitter, Cradle, Belt clip, Pivot clip, 10' antenna)	100	1700				
30	MIC-WRL-TRN-400 - Transmitter, Hi-Fi Microphone \$347.50ea	347.5	10425				
6	SPW-SQL-CAL-001 - Additional Software CAL, SQL Server 2008, 1 CAL	90	540				
			0				
Total From Other Sheets, If Any:							
Subtotal B:			12665				
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		11%		
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Quantity Discount (\$490 * 17)					-8330		
Freight - UPS Ground					475		
Subtotal C:					-7855		
Delivery Date:			D. Total Purchase Price (A+B+C):		118530		

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 1990 and ends 10/31/91, 1991. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government
BY Edna M. Bue
EDNA M. BUE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY Jack Steele Date 3/27/91
Manager of Cooperative Purchasing
BY Jack Steele Date 3/31/91
Jack Steele
Executive Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. C.3

*** RESOLUTION NO. 5640**

**Awarding a Bid to and Authorizing Execution of a Contract with
Morrison Supply Company, Inc. for an Annual Supply of Water and Sewer
Distribution and Collection Miscellaneous Parts and Materials**

Issue

To consider an award of bid for the City's annual contract for water and sewer parts/supplies to Morrison Supply Company.

Background

Water and sewer piping supplies and parts are used in the maintenance of the City's water and sewer systems. The new annual supply contract was publicly advertised and three bids were received on November 7, 2011, as noted in the attached bid tabulation. The low bidder was Morrison Supply Company of Sherman, Texas.

Origination

Department of Utilities Administration

Financial Consideration

Funds are budgeted in Distribution Services and Inflow/Infiltration Cost Centers for the needed parts and supplies, the total budget of which is about \$551,000. Although the low bid totals about \$1.2 million, only the budgeted amount will be spent on these items. The bid totals are higher than budget because maximum anticipated unit quantities were used to total the bids.

Staff Recommendation

It is recommended that the City Council award the contract to the low bidder, Morrison Supply Company, based on their bid of \$1,206,129.55, and authorize the City Manager to execute the contract documents.

Alternatives

As may be directed by the City Council

Attachments

Resolution No. 5640

Contract

Bid Tabulation

Prepared by:
Mark Gibson, Director of Engineering & Utilities

Approved by:
George Olson, City Manager

RESOLUTION NO. 5640

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MORRISON SUPPLY COMPANY, INC. FOR AN ANNUAL SUPPLY OF WATER AND SEWER DISTRIBUTION AND COLLECTION MISCELLANEOUS PARTS AND MATERIALS; 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 Morrison Supply Company, Inc. of Sherman, Texas, is hereby awarded the bid in the total amount of One Million Two Hundred Six Thousand One-Hundred Twenty-Nine Dollars and Fifty-Five Cents (\$1,206,129.55) for an annual supply of water and sewer distribution and collection miscellaneous parts and materials; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a contract for said purchase, in accordance with the terms and provisions of 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 _____, 2011.

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**

**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller: **MORRISON SUPPLY COMPANY, INC.**
1119 FRISCO RD
SHERMAN, TX 75090

DESCRIPTION OF GOODS

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

WATER AND SEWER MAINTENANCE SUPPLIES AND PARTS

[CHECK ONE:]

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

Date of Delivery

OR

 X This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for four additional one (1) year periods upon

sending written notice of intent thereof within forty-five (45) days prior to the expiration of the last day of the term of this Contract.

DURATION: From **NOVEMBER 21, 2011 THROUGH NOVEMBER 21, 2012**

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.

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

- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate

performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

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

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

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

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

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

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term

used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

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

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

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SELLER and on behalf of BUYER, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____, 2011.

SELLER:
MORRISON SUPPLY COMPANY

BUYER:
CITY OF SHERMAN, TEXAS

BY: _____
(Signature)

NAME: _____

TITLE: _____

ADDRESS: 1119 FRISCO RD
SHERMAN, TX 75090

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BRANDON SHELBY, CITY ATTORNEY

BY: _____

GEORGE OLSON
CITY MANAGER
220 W
MULBERRY
SHERMAN, TX 750901

Water and Sewer Supplies & Parts
Bid Opening: 2 pm 11/7/2011

**some items are unavailable*

Page	Description	Municipal Waterworks Supply	Morrison Supply Co	MSC Waterworks
2	Flanged x MJ Gate Valve	\$ 33,870.50	\$ 60,075.58	\$62,718.00
2	MJ Gate Valves	\$91,663.00	\$86,088.80	\$88,281.00
2	Flange X Flange Gate Valve	\$71,061.00	\$63,666.54	\$64,434.00
2	Flange Bolts & Gaskets Stainless Steel	\$590.00	\$2,494.45	\$3,780.25
4	MJ X MJ Butterfly Valve	\$14,501.00	\$10,978.58	\$11,148.00
4	flanged X MJ Butterfly Valve	\$ 3,112.50	\$ 2,499.90	\$11,148.00
4	Flanged X Flanged Butterfly Valve	\$ 14,501.00	\$10,978.58	\$11,148.00
6	MJ Caps	\$1,527.80	\$1,524.03	\$1,441.20
6	MJ solid Sleeve	\$8,353.00	\$8,325.48	\$8,141.50
6	MJ Plugs	\$1,933.50	\$1,887.26	\$1,830.60
7	MJ Bends	\$8,908.60	\$8,835.34	\$8,566.60
8	MJ Bends	\$5,250.90	\$5,243.76	\$5,189.50
9	MJ Reducers	\$3,595.10	\$3,559.60	\$3,564.00
10	MJ Tee	\$10,709.35	\$10,699.02	\$10,615.70
10	MJ Tee	\$16,206.15	\$16,543.23	\$16,173.00
11	MJ Cross	\$2,898.85	\$2,828.61	\$2,760.00
12	Flange to MJ Adapters	\$1,942.50	\$1,878.55	\$1,823.50
12	MJ X Flange 90 Adapters	\$3,289.05	\$3,232.20	\$3,569.50
13	Mega Lug 2000 Series Restraint Glands (for C900 PVC) Sets	\$18,759.00	\$18,716.50	\$16,503.00
13	Mega Lug 1100 Series Mechanical Joint Accessory Set	\$15,298.50	\$15,464.30	\$15,598.00
14	Restrainer Clamps	\$21,348.60	\$26,223.70	\$13,715.00
14	Mechanical Joint Accessory Set	\$4,295.20	\$6,989.20	\$6,526.50
14	Restraint Gland (for CIP)	\$12,022.60	\$12,124.80	\$10,810.00
16	Fire Hydrants	\$173,009.03	\$166,823.91	\$170,861.00
16	Fire Hydrant Extension Kit	\$15,250.00	\$5,396.80	\$8,140.00
16	Traffic Flange Repair Kit	\$5,430.00	\$2,104.20	\$3,000.00
16	Maint Valve Repair Kit	\$3,440.00	\$5,355.00	\$1,180.00
18	Repair Clamps ROMAC-SS1 Stainless Steel or Equal (for D.I. and C900 PVC)	\$112,919.20	\$113,892.35	\$116,550.50
19	Repair Clamps TOMAC-SS1 Stainless Steel	\$15,098.94	\$15,021.48	\$15,318.00
21	Stainless Steel Tapping Sleeve	\$27,035.58	\$29,988.80	\$28,175.60
21	Stainless Steel Tapping Sleeve	\$7,082.65	\$8,414.76	\$6,988.00

23	Brass Pipe Fittings	\$15,250.50	\$15,323.50	\$15,710.00
24	Brass Pipe Fittings	\$35,248.00	\$33,201.00	\$36,217.50
25	Brass Pipe Fittings	\$18,692.70	\$19,595.75	\$18,688.25
26	Brass Pipe Fittings	\$11,287.55	\$11,716.20	\$12,283.00
27	Meter Couplings	\$8,387.00	\$8,468.00	\$8,510.00
27	Curb Stops (Full Port)	\$69,103.70	\$68,367.40	\$69,348.00
27	Corporation Stops (Full Port)	\$41,230.50	\$46,679.50	\$41,990.00
28	Copper Tube Type "K"-60' Roll	\$36,440.00	\$31,338.00	\$45,170.00
29	Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal	\$63,803.46	\$61,091.13	\$86,609.95
30	Double Strap Service Saddles Nylon Coated Saddles with Stainless Steel Straps ROMAC Style 202N or Equal and ROMAC Style 101N or Equal	\$16,107.20	\$14,870.64	\$21,502.00
31	Adjustable Case Iron Valve Box	\$17,618.00	\$18,206.00	\$16,780.00
31	Valve Box Risers (Cast Iron	\$2,848.00	\$2,388.40	\$3,120.00
31	Manhole Gaskets	\$5,127.80	\$5,052.90	\$5,054.00
32	Manhole Ring & Lid 24" x 300 lbs	\$21,450.00	\$20,719.00	\$28,705.00
32	Manhole Extension Rings (Cast Iron	\$15,186.40	\$6,591.80	\$9,670.00
32	Meter Boxes	\$25,140.00	\$22,804.50	\$27,225.00
32	Fiberglass Manholes	\$7,949.98	\$6,749.56	\$7,352.00
33	PVC Water Pipe	\$31,438.00	\$26,517.00	\$27,442.40
33	PVC Sewer Pipe	\$31,653.00	\$28,039.00	\$29,538.00
34	4" SCL.40 Drain Fittings	\$4,195.00	\$4,197.00	\$4,505.00
34	SCL.40 Pipe	\$492.40	\$482.86	\$810.20
35	4" Sewer Tapping Saddles Predco STS 4-E or Equal	\$17,775.00	\$13,626.00	\$13,800.00
35	Clay Tile X SDR PVC Adapters Frengo or Equal	\$13,430.00	\$12,249.10	\$12,212.00
	GRAND TOTAL	\$1,234,757.29	\$1,206,129.55	\$1,271,940.25

Present:

From City of Sherman: Daryl Baker, Utility Field Superintendent; Mary Lawrence, Controller; Diana Diaz, Accountant

Others: Rick Dawson, Morrison Supply; Donna Smith, MSC Waterworks

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this proposal is accepted by The City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and the City of Sherman, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ☒ (The bid MUST be signed by an Officer of the company)
Partnership ☐ (The bid MUST be signed by a General Partner)
Joint Venture ☐ (The bid MUST be signed by an Officer of the company)
Sole Proprietor ☐ (The bid MUST be signed by the Owner)

COMPANY NAME:

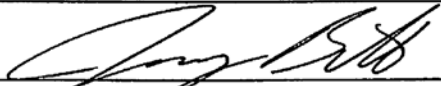
COMPANY NAME (TYPED/PRINTED): MORRISON SUPPLY CO.

COMPANY ADDRESS:(TYPED/PRINTED): 1119 FRISCO RD

CITY/STATE/ZIP(TYPED/PRINTED): SHERMAN, TX. 75409

AUTHORIZED COMPANY REPRESENTATIVE PLEASE SIGN BELOW:

NAME (TYPED/PRINTED): JEREMY BIBB

SIGNATURE: 

DATE: 11-7-11

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Invitation to Bid. When an award letter is issued, it becomes a part of this contract. Contract is not valid until a Purchase Order is issued.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. D.1

*** OTHER BUSINESS**

**Consider Longfellow Energy, LP's Application for a Permit
to Drill an Oil and Gas Well (Skaggs #3) in an R-1 (One Family Residential) District/
O-1 (75 & 82) Overlay District at 4329 U.S. Highway 82 East, being 194.896 Acres
in the William Brogden Survey, Abstract No. 92**

Issue

Longfellow Energy, LP has filed an application with the City of Sherman to drill an oil/gas well at 4329 U.S Highway 82 East. The public hearing on the application is scheduled for this meeting.

Background

Longfellow Energy, LP has provided the necessary paperwork for the application, including an Oil Well Performance Bond in the amount of \$100,000; Liability Insurance in the amount of \$1,000,000; a permit from the Railroad Commission; certification from the Texas Commission on Environmental Quality; a list of citizens notified by registered mail of the public hearing; return receipts from the registered mail notifications; a Publisher's Affidavit stating that the notice was advertised in the *Herald Democrat* on three separate occasions; and copies of the advertisements.

Origination

The application originated with Longfellow Energy, LP.

Financial Consideration

There is no financial consideration to the City of Sherman.

Staff Recommendation

The staff recommends approval of the oil well permit.

Alternatives

The City Council could choose not to approve the application or issue a permit.

Attachments

Copies of the application; the plat; the Liability Insurance; the Railroad Commission Permit; the Oil Well Performance Bond; certification from the Texas Commission on Environmental Quality; a list of citizens notified by registered mail of the public hearing ; a Publisher's Affidavit stating that the notice was advertised in the *Herald Democrat* on three separate occasions; and copies of the advertisements.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

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

Date: October 31, 2011

Name or Company or Operator

1. Name of Applicant: Longfellow Energy, L.P.
2. Permanent Address: 16803 North Dallas Parkway
3. City, State, Zip: Addison, Texas 75001
4. Is applicant an individual, partnership, or corporation?
o Individual o Partnership o Corporation
5. Principal Office: Addison, Texas
Address: 16803 North Dallas Parkway State: TX Zip: 75001
6. Names of all partners or officers: Malone Mitchell-Partner, Todd Dutton President.

Description of Lease

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

<u>Harold Skaggs Jr.</u>	<u>1/3 of 640 mineral acres more or less see</u>
<u>13600 FM Rd, Austin, TX 78737</u>	<u>attached OGL</u>

<u>Patsy Jane Pierce</u>	<u>1/3 of 640 mineral acres more or less see</u>
<u>2001 Skaggs Rd, Sherman, TX 75091</u>	<u>attached OGL</u>

<u>Anna Keller</u>	<u>1/3 of 640 mineral acres more or less see</u>
<u>1901 Skaggs Rd, Sherman, TX 75091</u>	<u>attached OGL</u>

<u>West Gold Realtors</u>	<u>133.2 acres surface only</u>
<u>4545 Allstate Dr. Riverside, CA 92501</u>	

5. Names of streets, roads, lanes or alleys surrounding block:
North: Baker Ridge Road South: Texas State HWY 82
East: NA, private property West: Skaggs Rd
6. Distance from nearest producing well: 1,804 feet. (Skaggs #1)
7. Elevation of proposed location: 754 feet from sea level
8. Distance from nearest hospital, school, church, or public building: 1,091 feet. Direction: SSE.
9. Distance from nearest dwelling: 2,108 feet
10. Type of rig; rotary or cable: rotary.

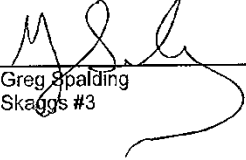
APPLICATION FOR PERMIT TO DRILL OR DEEPEN

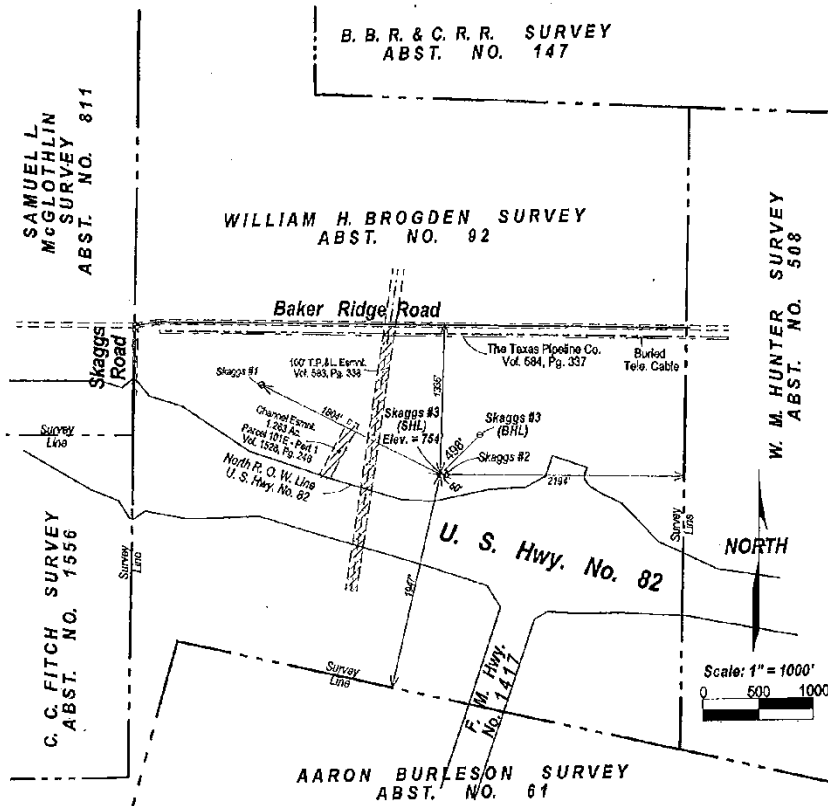
11. Source of power: o Diesel o Electric
12. Amount of well casing on hand with diameters: @50' of 16" 2,650' of 9 and 5/8' and @11,500' of 5 and 1/2'.
13. Describe proposed arrangement for slush pit if allowed by City Council and arrangement for handling mud and waste if slush pit not allowed:
We are using a closed loop system for oil-based mud no pits necessary.
14. Describe location and type of proposed production tanks, if allowed, and proposed arrangement for disposition of oil and gas produced:
Tank battery to be constructed with 2-3 steel tanks (210-300 bbls each). Proposed disposition of oil is Sunco via truck. Proposed disposition of gas is by SEMGAS via pipeline.
15. Name of surety company to carry bond required: RLI CORP.
16. Name of carrier of tort liability insurance required: ACE American Insurance Company.
17. Notice of this application was sent by registered mail to all owners and lessees (other than applicant) within the above-described block on October 19-31, 2011.
- 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.

Applicant Longfellow Energy, LP

By: _____


Greg Spalding
Skaggs #3



SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors

109 S. Travis, P.O. Box 1843 Sherman, Texas 75091 - 1843
Ph.: (903) 892-5003 Fax: (903) 868-2970 Email: msartin@gccelp.com

WELL LOCATION PLAT ----- SKAGGS NO. 3
WILLIAM BROGDEN SURVEY, ABSTRACT NO. 92
GRAYSON COUNTY, TEXAS

Perpendicular distances from nearest designated lines

1335 feet FNL of Lease
2194 feet FEL of Survey
1947 feet FSL of Survey

Ground Elevation = 754 feet
Lat. 33 Deg. 39 Min. 40 Sec. N (33.661018)
Lng. -96 Deg. 33 Min. 48 Sec. W (-96.563471)

OPERATOR

LONGFELLOW ENERGY, LP

4801 Gaillardia Parkway, Suite 226, Oklahoma City, OK 73142

WARNING: This plat may not show all crossings of pipelines or cables. Sartin & Associates, Inc. assumes no responsibility to locate pipeline or cable crossings. No claim is hereby made regarding current or actual surface/mineral fee ownership or lessor.

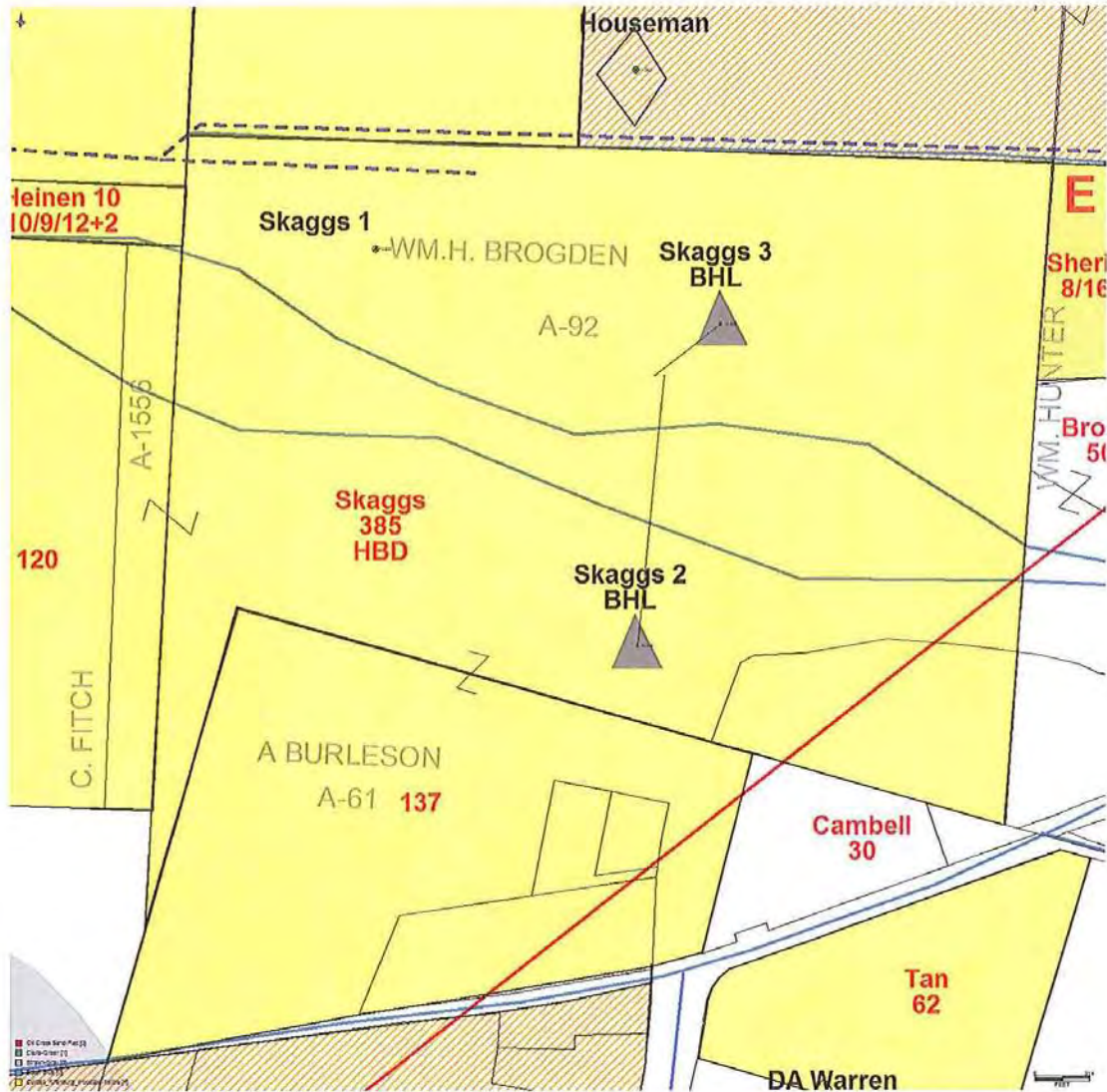
I, Marshall Sartin, Registered Professional Land Surveyor, do hereby certify that the above captioned well location was surveyed and staked on the ground under my supervision.



Marshall Sartin R.P.L.S. # 3684

SKAGGS-3.pcs

Grayson County, TX
Skaggs #3



Surface Location (NAD27)

Longitude -96.5635054

Latitude 33.6611158

Bottom Hole Location (NAD27)

Longitude -96.5622846

Latitude 33.6619608

ORIGINAL DOCUMENT HAS SECURITY FEATURES: YOUR BACKGROUND PHOTOGRAPH MICROPRINTED BORDER REVERSE SIDE FOR COMPLETE SECURITY FEATURES

BANK OF AMERICA
HOUSTON, TX

LONGFELLOW ENERGY LP
PO BOX 1989
ADDISON, TX 75001

CHECK NO	CHECK DATE	CHECK AMOUNT
22623	10/21/11	\$*****650.00

PAY THIS AMOUNT:
***650 Dollars and No Cents

TO
THE
ORDER
OF
CITY OF SHERMAN
220 W MULBERRY
SHERMAN TX 75091

Michael W. Burnett
Security features
included
on this check

⑈0022623⑈ ⑆111000025⑆ ⑈488001507467⑈

LONGFELLOW ENERGY LP PO BOX 1989, ADDISON, TX 75001 405/286-6324

INVOICE	DATE	DESCRIPTION	NET
101911	10/19/11	APPLICATION FOR DRILL PERMIT	650.00

City Clerk (903) 892-7206

REC'D: 00380731 11/01/2011 1:28 PM
OFFER: CDE TERM: 113
NEED:

TRANS: 113.9999 OTHER NESC
LONGFELLOW ENERGY
OIL WELL APPLICATION
OIL & GAS RENTAL 650.0000

TENDERED: 650.00 CHECK
APPLIED: 650.00

CHARGE: 0.00

VISIT www.ci.sherman.tx.us
City Billing (903) 892-7227
Finance (903) 892-7209
Court (903) 892-7295

VENDOR CITSHE CHECK 22623 DATE 10/21/11 650.00

**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 727481	DATE PERMIT ISSUED OR AMENDED Nov 08, 2011	DISTRICT * 09
API NUMBER 42-181-31491	FORM W-1 RECEIVED Nov 02, 2011	COUNTY GRAYSON
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Directional	ACRES 640
OPERATOR LONGFELLOW ENERGY, LP PO BOX 1989 ADDISON, TX 75001		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 SKAGGS		WELL NUMBER 3
LOCATION 3 miles E direction from SHERMAN		TOTAL DEPTH 13000
Section, Block and/or Survey SECTION ◀ BLOCK ◀ ABSTRACT ◀ 92 SURVEY ◀ BROGDEN, W H		
DISTANCE TO SURVEY LINES 1947 ft. SOUTH 2194 ft. EAST		DISTANCE TO NEAREST LEASE LINE 994 ft.
DISTANCE TO LEASE LINES 1335 ft. NORTH 2194 ft. EAST		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 WE
DENISON, S. (WOODLAKE) SKAGGS	640.00 994	13,000 1928
WELLBORE PROFILE(s) FOR FIELD: Directional		
RESTRICTIONS: Bottom Hole: BH1 Lease Lines: 994.0 F NORTH L 1860.0 F EAST L Survey Lines: 2410.0 F SOUTH L 1860.0 F EAST L		
WILDCAT SKAGGS	640.00 994	13,000 1928
WELLBORE PROFILE(s) FOR FIELD: Directional		
RESTRICTIONS: Bottom Hole: BH1 Lease Lines: 994.0 F NORTH L 1860.0 F EAST L Survey Lines: 2410.0 F SOUTH L 1860.0 F EAST L		

**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 727481	DATE PERMIT ISSUED OR AMENDED Nov 08, 2011	DISTRICT * 09
API NUMBER 42-181-31491	FORM W-1 RECEIVED Nov 02, 2011	COUNTY GRAYSON
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Directional	ACRES 640
OPERATOR LONGFELLOW ENERGY, LP PO BOX 1989 ADDISON, TX 75001		508409 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 SKAGGS		WELL NUMBER 3
LOCATION 3 miles E direction from SHERMAN		TOTAL DEPTH 13000
Section, Block and/or Survey SECTION ◀ BLOCK ◀ ABSTRACT ◀ 92 SURVEY ◀ BROGDEN, W H		
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DISTANCE TO LEASE LINES 1335 ft. NORTH 2194 ft. EAST		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 WE
WELL # NEAREST WE		
DIST		
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.		

Groundwater
Advisory Unit

GROUNDWATER PROTECTION DETERMINATION

Date: November 7, 2011

GAU File No.: SC- 2959

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

API Number 18131491

Attention: DOREEN LOPEZ

RRC Lease No. 000000

SC_508409_18131491_000000_2959.pdf

LONGFELLOW ENERGY LP
P O BOX 1989
ADDISON TX 75001

--Measured--

2194 ft FSL

1945 ft FSL

MRL: SURVEY

Digital Map Location:

X-coord/Long 96.56347

Y-coord/Lat 33.66101

Datum 83

Zone

P-5# 508409

County GRAYSON

Lease & Well No. SKAGGS #3

Purpose ND

Location SUR-BROGDEN W., A-92, -- [TD=13000], [RRC 9],

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

The interval from the land surface to a depth of 100 feet must be protected. In addition the Woodbine, which is estimated to occur from a depth of 600 feet to 975 feet, and the Trinity (including the Hosston), which is estimated to occur from a depth of 1475 feet to 2250 feet, must be protected.

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

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

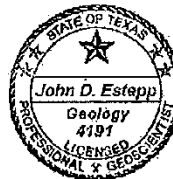
Sincerely,

[Signature]

John D. Estep, P.G.

Geologist, Groundwater Advisory Unit
Oil & Gas Division

GEOLOGIST SEAL



The seal appearing on this document was authorized by John D. Estep on 11/7/2011.
Note: Alteration of this electronic document will invalidate the digital signature.

0081R Transition Form
Rev. 8/1/2011

P.O. Box 12987

Austin, Texas 78711-2987

512-463-2741

Internet address: www.rrc.state.tx.us



City of Sherman
P.O. Box 1106
Sherman, Texas 75091
Phone: (903) 892-7204
Fax: (903) 892-7394

OIL WELL PERFORMANCE BOND

STATE OF TEXAS \$
COUNTY OF GRAYSON \$
CITY OF SHERMAN \$

BOND NO. RLB0013957

KNOW ALL MEN BY THESE PRESENTS:

That we, Longfellow Energy, LP, as principal, and RLI Insurance Company as surety, hereby acknowledge ourselves, bound to the City of Sherman, a municipal corporation, for the benefit of the said City, and all persons, firms and corporations concerned, in the sum of One Hundred Thousand and No/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 Article 4.10 of the 2005 recodified ordinances, as amended, and whereas the said ordinances require a bond conditioned that if the permit be granted and if drilling operations be commenced thereunder the applicant and his assigns will comply with the terms and conditions of the said ordinances, and all future amendments and regulations thereunder in the drilling and operation of said well, and that the applicant will restore the streets and sidewalks and other public places of the City which may be disturbed in the operations to their former conditions, and will clear the blocks and lots of all litter, machinery, derricks and buildings erected or used in the drilling or operation of said well whenever the well shall be completed, abandoned or the operations therefor discontinued and that the applicant or his assigns will pay such sums as may be due by them by reason of production of oil, gas or other minerals to all persons, firms or corporations owning this, 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 Article 4.10 of the 2005 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 16th day of August, 2011.

Longfellow Energy, LP
PRINCIPAL [Signature]
SURETY RLI Insurance Company
[Signature]
Jason T. Kilpatrick, Attorney-in-Fact

AGENT USI Southwest-San Angelo

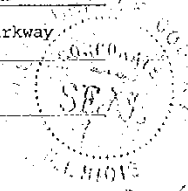
P. O. Box 1111
ADDRESS San Angelo, TX 76902

PHONE NO 325-486-5130

PRINCIPAL Longfellow Energy, LP

16803 North Dallas Parkway
ADDRESS Dallas, TX 75001

PHONE NO 972-590-9946





RLB0013957

RLI Surety
A division of RLI Insurance Company

POWER OF ATTORNEY RLI Insurance Company

Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: JASON T. KILPATRICK in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$100,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

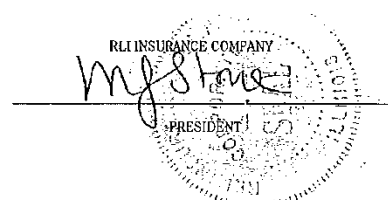
The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers-of-Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its PRESIDENT with its corporate seal affixed this

ATTEST:
Jean M. Stephenson
CORPORATE SECRETARY
State of Illinois)
County of Peoria) SS



On this 16 day of August, 2011 before me, a Notary Public, personally appeared Michael J. Stone and Jean M. Stephenson, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Notary Public



SPA028 (03/11)



RLI Insurance Company
Peoria, Illinois 61615

TEXAS POLICYHOLDER NOTICE

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-444-0406

You may also write to RLI Insurance Company at:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615

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

1-800-252-3439

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, Texas 78714-9104
Fax Number: (512) 475-1771

Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de RLI Insurance Company's para informacion o para someter una queja al:

1-800-444-0406

Usted tambien puede escribir a RLI Insurance Company:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, Illinois 61615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, Texas 78714-9104
Fax Number: (512) 475-1771

Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Client#: 151533 LONGFENE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2011

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

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

PRODUCER USI Southwest San Angelo CL 133 W. Concho Ave., Ste. 301 San Angelo, TX 76903 325 655-5656		CONTACT NAME: PHONE (A/C, Hq, Ext): 325 655-5656 FAX (A/C, Hq): 325 658-4519 E-MAIL ADDRESS: ADDRESS:															
INSURED Longfellow Energy, L.P. P.O. Box 1989 Addison, TX 75001-1989		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ace American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D: Certain Underwriters at Lloyd's</td> <td>A95202</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Ace American Insurance Company	22667	INSURER B: AXIS Surplus Insurance Company	26620	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Certain Underwriters at Lloyd's	A95202	INSURER E:		INSURER F:	
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COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSURER	TYPE OF INSURANCE	ADD'L SUBR INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENT. AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOG	X X	G23860399004	02/01/2011	02/01/2012	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/PROP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X X	H08303186004	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE	X X	G24917034	02/01/2011	02/01/2012	EACH OCCURRENCE	\$10,000,000
B	QED ☐ RETENTION \$10000	X X	EAU73891701201	02/01/2011	02/01/2012	AGGREGATE	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	TSF0001225904	07/01/2011	05/15/2012	☒ NO STATUTORY LIMITS ☐ OTHER	\$10,000,000
		N/A				E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Control of Well		A0765COC	10/21/2011	10/21/2012	\$5,000,000 CSL	

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

Well Name: Skaggs #2
 General Liability and Auto Liability provides a Blanket Waiver of Subrogation and Blanket Additional Insured in favor of the City of Sherman where required by written contract. Workers' Compensation provides a Blanket Waiver of Subrogation in favor of the City of Sherman as required by written contract.
 Control of Well coverage includes \$200,000 SIR. Evacuation Expense is included.

CERTIFICATE HOLDER City of Sherman P.O. Box 1106 Sherman, TX 75091	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Don'tent R. Heard</i>
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Client#: 151533 LONGFENE
ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 09/29/2011

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

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

PRODUCER USI Southwest San AngeloCL 133 W. Concho Ave., Ste. 301 San Angelo, TX 76903 325 655-5656		CONTACT NAME: PHONE (A/C, No, Ext): 325 655-5656 FAX (A/C, No): 325 658-4519 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:															
INSURED Longfellow Energy, L.P. P.O. Box 1989 Addison, TX 75001-1989		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ace American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ace American Insurance Company	22667	INSURER B: AXIS Surplus Insurance Company	26620	INSURER C: Texas Mutual Insurance Company	22945	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LT	NSR, NYD	NSR, NYD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY		G23860399004	02/01/2011	02/01/2012	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COM/PROP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☐ LOG					
A	AUTOMOBILE LIABILITY		HO8303186004	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
A	UMBRELLA LIAB	☒ OCCUR	G24917034	02/01/2011	02/01/2012	EACH OCCURRENCE \$10,000,000
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
B	DEDUCTIBLE		EAU73891701201	02/01/2011	02/01/2012	\$10,000,000
A	☒ RETENTION \$ 10000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TSF0001225904	07/01/2011	05/15/2012	☒ IWC STATUS: ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Well Name: Skaggs #2

General Liability and Auto Liability provides a Blanket Waiver of
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Sherman P.O. Box 1106 Sherman, TX 75091	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ben Kent R. Heard</i>
--	--

DESCRIPTIONS (Continued from Page 1)

Subrogation and Blanket Additional Insured In favor of the City of Sherman where required by written contract. Workers' Compensation provides a Blanket Waiver of Subrogation In favor of the City of Sherman as required by written contract.

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 <i>Stan Skaggs</i> ☐ Agent ☐ Address	
1. Article Addressed to: Anna Skaggs Keller 1901 Skaggs Rd. Sherman, TX 75090		B. Received by (Printed Name) <i>mtf</i> C. Date of Delivery <i>11-1-11</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7010 1870 0002 3789 8597		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1			

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 <i>Stan Skaggs</i> ☐ Agent ☐ Address	
1. Article Addressed to: Patsy Skaggs Pierce 2001 Skaggs Rd. Sherman, TX 75091		B. Received by (Printed Name) <i>mtf</i> C. Date of Delivery <i>11-1-11</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7010 1870 0002 3789 8337		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1			

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 <i>Harold Skaggs</i> ☐ Agent ☐ Address	
1. Article Addressed to: Harold Skaggs 13600 FM 1826 Austin, TX 78737		B. Received by (Printed Name) <i>Harold Skaggs</i> C. Date of Delivery <i>NOV 21 2011</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7011 1870 0003 4437 1000		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1			



November 16, 2011

Mrs. Anna Skaggs Keller
2001 Skaggs Rd.
Sherman, TX 75090

Re: Skaggs No. 3 Sherman City Council meeting on 12/5/11 5:00 pm
Grayson County, Texas

Dear Mr. and Mrs. Keller:

You executed a Paid Up Oil and Gas Lease dated March 14, 2008 to Grayson County Properties, LLC, which Lease is recorded in Volume 4533, Page 386 of the records of Grayson County, Texas. Grayson County Properties, LLC is a subsidiary company of Longfellow Energy, LP (hereinafter referred to as "Longfellow") headquartered in Addison, Texas.

Longfellow has plans to drill its Skaggs No. 3 well at a legal location on the lands that are covered by the Oil and Gas Lease. Paragraph 17 of Exhibit "A" attached to the Lease prohibits any surface or drilling operations on the leased lands without written permission from the Lessor.

Therefore, we respectfully request that you grant us permission to enter the leased lands to conduct additional surveying, construction of a well site and road for the drilling, completion of and operations for the subject well. All damages to the land in conducting these operations will be paid by Longfellow to the surface owner of the land on rates comparable for other drill sites in the area.

Please signify your permission to enter the leased lands by signing the attached copy and returning it to us in the stamped, addressed envelope, which we have enclosed.

The City Council of Sherman will review our application to drill the Skaggs #3 on December 5, 2011, at 5:00 pm, if you have any questions or concerns for the City Council you should plan to attend the meeting.

Please call me at (405) 203-9056 if you have any questions or need any additional information relative to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Spalding', is written over a horizontal line.

Greg Spalding

Accepted by Anna Skaggs Keller

A handwritten signature in black ink, appearing to read 'Anna Skaggs Keller', is written over a horizontal line.
dated 11-18-11



November 16, 2011

Mrs. Patsy Jane Pierce
2001 Skaggs Rd.
Sherman, TX 75090

Re: Skaggs No. 3 Sherman City Council meeting on 12/5/11 5:00 pm
Grayson County, Texas

Dear Mr. and Mrs. Pierce:

You executed a Paid Up Oil and Gas Lease dated March 14, 2008 to Grayson County Properties, LLC, which Lease is recorded in Volume 4533, Page 393 of the records of Grayson County, Texas. Grayson County Properties, LLC is a subsidiary company of Longfellow Energy, LP (hereinafter referred to as "Longfellow") headquartered in Addison, Texas.

Longfellow has plans to drill its Skaggs No. 3 well at a legal location on the lands that are covered by the Oil and Gas Lease. Paragraph 17 of Exhibit "A" attached to the Lease prohibits any surface or drilling operations on the leased lands without written permission from the Lessor.

Therefore, we respectfully request that you grant us permission to enter the leased lands to conduct additional surveying, construction of a well site and road for the drilling, completion of and operations for the subject well. All damages to the land in conducting these operations will be paid by Longfellow to the surface owner of the land on rates comparable for other drill sites in the area.

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The City Council of Sherman will review our application to drill the Skaggs #3 on December 5, 2011, at 5:00 pm, if you have any questions or concerns for the City Council you should plan to attend the meeting.

Please call me at (405) 203-9056 if you have any questions or need any additional information relative to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Spalding'.

Greg Spalding

Accepted by Patsy Jane Pierce Patsy Jane Pierce dated 11/18/11



November 16, 2011

Mr. Harold Skaggs
13600 FM 1826
Austin, TX 78737

Re: Skaggs No. 3 Sherman City Council meeting on 12/5/11 5:00 pm
Grayson County, Texas

Dear Mr. Skaggs:

You executed a Paid Up Oil and Gas Lease dated March 14, 2008 to Grayson County Properties, LLC, which Lease is recorded in Volume 4533, Page 399 of the records of Grayson County, Texas. Grayson County Properties, LLC is a subsidiary company of Longfellow Energy, LP (hereinafter referred to as "Longfellow") headquartered in Addison, Texas.

Longfellow has plans to drill its Skaggs No. 3 well at a legal location on the lands that are covered by the Oil and Gas Lease. Paragraph 17 of Exhibit "A" attached to the Lease prohibits any surface or drilling operations on the leased lands without written permission from the Lessor.

Therefore, we respectfully request that you grant us permission to enter the leased lands to conduct additional surveying, construction of a well site and road for the drilling, completion of and operations for the subject well. All damages to the land in conducting these operations will be paid by Longfellow to the surface owner of the land on rates comparable for other drill sites in the area.

Please signify your permission to enter the leased lands by signing the attached copy and returning it to us in the stamped, addressed envelope, which we have enclosed.

The City Council of Sherman will review our application to drill the Skaggs #3 on December 5, 2011, at 5:00 pm, if you have any questions or concerns for the City Council you should plan to attend the meeting.

Please call me at (405) 203-9056 if you have any questions or need any additional information relative to this matter.

Sincerely

A handwritten signature in black ink, appearing to be 'G. Spalding', written over a horizontal line.

Greg Spalding

Accepted by Harold Skaggs

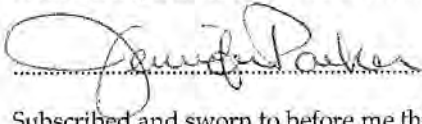
A handwritten signature in black ink, appearing to be 'Harold Skaggs', written over a horizontal line. To the right of the signature is the date '12/5/11'.

dated 12/5/11

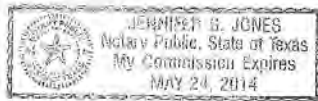
Publisher's Affidavit

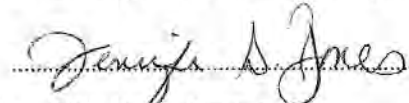
THE STATE OF TEXAS
County of Grayson

Personally appeared before the undersigned authority JENNIFER PARKER,
CLASSIFIED MANAGER who being sworn says that LONGFELLOW ENERGY, CITY
COUNCIL MEETING was published in the HERALD DEMOCRAT/SHOPPER IN
SHERMAN/DENISON, TEXAS on the following dates to wit: NOVEMBER 23-25, 2011


.....

Subscribed and sworn to before me this 25th day of NOVEMBER, A.D., 2011.




.....
Notary Public, Grayson County, Texas

Classifieds

IN

B8 HERALD DEMOCRAT WEDNESDAY, NOVEMBER 23, 2011

- LINE ADS - ON LINE - UPDATED DAILY -

Visit our Web Site: www.herald-democrat.com

Call: 903-893-8181 or 903-465-7171



Fax: 903-868-11

Serving North Texas, Southern Oklahoma and the

Denison, TX
903-464-9099

0010 Legal Notice

Notice is hereby given that Longfellow Energy, LP, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 25th day of October, 2011, file with the city Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Tract 3: BEING a tract of land containing 44.104 acres of land more or less out of the William Brogren Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384 and Tract 4: BEING a tract of land containing 150.792 acres of land more or less out of the William Brogren Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5:00 o'clock p.m. on the 5th day of December, 2011.

0010 Who Has It

WHO HAS

Who has junk cars or wrecked cars and trucks, running or not? Grayson & Fannin County area. 214-726-5382

WHO HAS JUNK CARS, TRUCKS, VANS, BUSES, ETC?
I pay top dollar.
7 days a week.
No title needed.
(903)624-1933

Who Has Junk Cars/Trucks/Vans?

FAST CASH!

\$\$\$TOP DOLLAR\$\$\$

Lost Title OK

Free Haul off.

(903)814-1758
(903)815-2625

WHO HAS OLD DOLLS
from the 1960's and older?
I'm a doll collector looking for 1960's Barbies, 1950's

THE 500 BLOCK OF OAK ESTATES MIX-BREED DOG A D U L T / M A L E BLACK/WHITE FOUND IN THE 500 BLOCK OF OAK ESTATES DMH-CAT ADULT/MALE BLACK/WHITE FOUND IN THE 500 BLOCK OF S. HAZELWOOD D A C H S H U N D ADULT/MALERED FOUND IN THE 200 BLOCK OF MCKOWN DSH-CAT ADULT/MALE RED/WHITEFOUND IN THE 1700 BLOCK OF N. BINKLEY DSH-CAT ADULT/MALE RED/WHITEFOUND IN THE 500 BLOCK OF N. LEE MIX-BREED DOG A D U L T / M A L E BROWN/BLACK FOUND IN THE 4000 BLOCK OF TEXOMAPKY ANIMALS FOUND ON 11-19-11 YORKIE-POODLE MIX A D U L T / M A L E SILVER/TAN/WHITE FOUND IN THE 1400 BLOCK OF E. PACIFIC LAHRADOR MIX A D U L T / M A L E BROWN/WHITEFOUND IN THE 1800 BLOCK OF E. IDA RD.

The Sherman Animal Shelter @ 903-892-7255.



LOST CAT

903-463-6450.

0040 Personals

Disabled 57yr old white male, smoker, looking for SWF for friendship and possible companionship smoking ok, no drug or alcohol please. (903)463-2449 Jesse

Education/Instruction

WANT TO BE A FIREFIGHTER IN LESS THAN 6 MONTHS?

Texas Commission on Fire Protection & EMT Certification. Enroll now for Day & Evening Classes. Call 903-564-3862 for more information or Write to: Haz-Co, Fire Academy P.O. Box 3063 Sherman, TX 75091

Employment

0220 Help Wanted

Need experienced mechanic's helper. Call (903)821-0804.

CLASSIFIED HAS the SALES POWER you've been looking for.

0010 Legal Notice

Whitewright

FEMALE SENIOR CARE GIVERS NEEDED 24 HOUR LIVE-IN CARE IN-HOME CARE FOR FEMALE SENIORS PHONE ANSWERED TUES-SAT. 8:00 am-6:30 pm CALL (940)208-0276

The Homestead of Sherman now hiring:

PRN ALL NURSING STAFF
Two 2-10 CNA
One 10-6 CNA

1000 Sara Swampy Dr. Sherman. Phone: (903)891-1730 Fax: (903)891-1703 EOE

Field Data Collector, P/T opportunity in Denison performing fieldwork & computer reporting for a national industry leader. No exp. Paid training. Performance based pay, \$12/hr. Apply at www.muellerreports.com. Task # 16724.

Wanted: Dependable, experienced Diesel Truck Mechanic. Must have own tools. Apply in person James Garage Inc, 3112 Pottsboro Road, Denison.

0010 Legal Notice

GRAYSON COUNTY SHERIFF'S OFFICE

Corrections Officer - Jail Division - FT Opening.

Min reqs: 21 years of age, High school diploma or GED, TX.DL, meet all reqs. of TOLDOSE. Must pass physical exam, psychological, background check and drug screen. Starting salary \$2,625 monthly depending on education and exp. Excellent benefits. Applicants must be able to work any shift, weekends and holidays. Applicants must be a resident of Grayson County or willing to relocate to Grayson County. Accepting both female and male applicants. Fluency in Spanish a plus. Position open until filled.

Apply in person Grayson County H.R. DEPT., 100 W. Houston, Ste. G-2, Sherman, between 8:00 AM and 5:00 PM.
EOE

CAREGIVERS NEEDED NOW
Hourly and 24. Call office Mon-Fri 9-5 to arrange an interview. 903-465-4492 or 888-865-2992

0010 Legal Notice

TOLDOSE Must be a licensed Texas Peace Officer and have one-year full-time patrol experience. Must be able to pass background, records check, psychological test, drug test and physical examination including vision and hearing tests. Able to work any shift, weekends and holidays. Must be a resident of Grayson County or willing to relocate to Grayson County. Accepting both male and female applicants. Fluency in Spanish a plus. Position open until filled. Apply Grayson County Courthouse, H. R. DEPT., 100 W. Houston, Ste. G-2, Sherman, between 8:00 a.m. and 5:00 p.m.

LEONARD MANOR IS OFFERING A \$500 SIGN-ON BONUS FOR CERTIFIED NURSE AIDES FOR OUR 2P-10P SHIFT.

A CERTIFIED ACTIVITY DIRECTOR POSITION IS ALSO AVAILABLE.

APPLY AT 902 E. HACKBERRY ST., LEONARD, TEXAS. EOE

0010 Legal Notice

Classifieds

IN

C4 HERALD DEMOCRAT THURSDAY, NOVEMBER 24, 2011

- LINE ADS - ON LINE - UPDATED DAILY -

0010 Legal Notice

Notice is hereby given that Longfellow Energy, LP, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 25th day of October, 2011, file with the city Clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Tract 3: BEING a tract of land containing 44.104 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384 and Tract 4: BEING a tract of land containing 150.792 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1126, Page 384. A hearing upon such application will be held in the Council Room of the City of Sherman at 5:00 o'clock p.m. on the 5th day of December, 2011.

DIGGING FOR BARGAINS?
Don't give up. You'll strike it rich if you search the classifieds daily.

ing the expiration of forty-two days after the date of issuance of this citation and petition, a default judgment may be taken against you.

TO: The Unknown Heirs at Law of Mildred A. Anderson, Deceased

You are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION at or before ten o'clock a.m. on the Monday after the expiration of 42 days after the date of issuance of this citation, before the Honorable 397th District Court of Grayson County, Texas at the Justice Center, 10:00 a.m., Monday, of said County in Sherman, Texas on this the 27th day of December, 2010 in this case, numbered CV-10-2135 on the docket of said court, and styled:

Federal National Mortgage Association VS.

Mike Rawlins, Adonna Rawlins Bagley, Steva Sullivan, Tony Rawlins, Belynda Rodriguez

The names of the party to the cause are as follows:

Mike Rawlins; Adonna Rawlins Bagley; Steva Sullivan; Tony Rawlins; Belynda Rodriguez

A brief statement of the nature of this suit is as follows, to-wit:

brought suit against Defendants Mike Rawlins, Adonna Bagley, Steva Sullivan, Tony Rawlins Belynda Rawlins and the Unknown Heirs of Mildred A. Anderson, to enforce the Loan Agreement on the property located at 908 W Laurel Street, Sherman, Texas 75092, and legally described as:

LOT TWENTY TWO (22) IN BLOCK FOUR (4) OF G. Y. GRAY'S SECOND ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 134, PAGE 113, DEED RECORDS, GRAYSON COUNTY, TEXAS.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT at Sherman, Texas, on this the 18th day of September, 2011.

KELLY ASHMORE, DISTRICT CLERK GRAYSON COUNTY, TEXAS

Shelana Brinkley DEPUTY

0015 Who Has It

Who has Chain Link Fence, canning jars, banjo, hardwood lumber or trees, green house material, canoe, king-size sheets sets?

(903)888-2036

WHO HAS JUNK CARS, TRUCKS, VANS, BUSES, ETC?
I pay top dollar.
7 days a week.
No title needed.
(903)624-1833

Who Has Junk Cars/Trucks/Vans?

FAST CASH!

\$STOP DOLLAR\$\$

Lost Title OK

Free Haul off.

(903)814-1758
(903)815-2625

WHO HAS OLD DOLLS from the 1960's and older?

I'm a doll collector looking for 1960's Barbies, 1950's Vogue (Ginny) or Madame Alexander, Antique Composition Dolls, German/French Bisque and other antique dolls. I may want to buy your old dolls & doll clothes/items. No dolls newer than 1970, please. Email pictures, details and asking price to:

Visit our Web Site: www.herald-democrat.com

OAK ESTATES DOG
MIX-BREED DOG
A D U L T / M A L E
BLACK/WHITE FOUND IN THE 500 BLOCK OF OAK ESTATES
DMH-CAT ADULT/MALE
BLACK/WHITE FOUND IN THE 500 BLOCK OF S. HAZELWOOD
D A G H S H U N D
A D U L T / M A L E
BROWN/BLACK FOUND IN THE 200 BLOCK OF MCKOWN
DSH-CAT ADULT/MALE
RED/WHITE FOUND IN THE 1700 BLOCK OF N. BINKLEY
DSH-CAT ADULT/MALE
RED/WHITE FOUND IN THE 500 BLOCK OF N. LEE
MIX-BREED DOG
A D U L T / M A L E
BROWN/BLACK FOUND IN THE 4000 BLOCK OF TEXOMA PKY
ANIMALS FOUND ON 11-12-11
YORKIE-POODLE MIX
A D U L T / M A L E
SILVER/TAN/WHITE FOUND IN THE 1400 BLOCK OF E. PACIFIC
LABRADOR MIX
A D U L T / M A L E
BROWN/WHITE FOUND IN THE 1600 BLOCK OF E. IDA RD.
The Sherman Animal Shelter @ 903-882-7255.

0040 Personals

Disabled 57yr old white male, smoker, looking for SWF for friendship and possible companionship smoking ok, no drug or alcohol please.
(903)453-2448 Jesse
HELP! If you saw an accident on Oct. 8 on 1417 at Elk's Lodge road, a black Jeep & a black car about noon time. Please call Bill 903-818-0344.

Education/Instruction

hours available. Live in arrangement optional. Bill, (916)205-4475

TEXOMA SPECIALTY CARE CENTER
is now taking applications for
• CNA Double Weekend
• LVN's PRN's for all Shifts

Please apply in person:
1300 MEMORIAL DRIVE DENISON, TEXAS 75020

EOE
Drug Free Workplace

BILINGUALS NEEDED
Starting \$13.78/hr for 44hr/wk. Managers start at \$40K plus bonus. We promote from within. Apply in person at: 1610 Texoma Parkway, Sherman, or 2008 S. Armstrong, Denison, or email kevin_wolfe@talleyrents.com

Bonham Nursing & Rehabilitation is accepting applications for CNA's for 2pm-10pm, 10pm-5am. Contact Trena Wines RN, DON at 709 W. Fifth, Bonham, TX. (903)583-8551

Bonham Nursing & Rehabilitation is accepting applications for LVN's 5am-10pm Sat. & Sun. Contact Trena Wines RN, DON at 709 W. Fifth, Bonham, TX. (903)583-8551

Grayson County College Adult Education Financial Coordinator and

Earn Up to \$15.00/hr.
2301 N. Loy Lake Rd, Sherman.

Kathleen's Kitchen
Lunch Time Hostess Needed. Please be Mature, Friendly & Energetic. Apply in person 1913 N. Travis, Sherman.

Nurse Meadowbrook Care Center, a 60 bed skilled nursing facility located in Van Alstyne, has openings for caring and dedicated individuals to join our team in one of the following positions:

CNAs PRN
TX certification required.

Medication Aide
Mon - Fri, 6A-2P

Competitive pay rate. Apply in person or send resume to:

Meadowbrook Care Center
632 Windsor Dr. Van Alstyne, TX 75405
Fax: 903-482-6048
stephen.white@meadowbrook.com
www.fundlic.com

EOE, M/F/H/V. Drug free/Smoke-free Workplace

RN's wanted:

Come work for us and discover the benefits of working for a small independent home health agency. Be the nurse you always wanted to be.



HD-Bingo

Classifieds

IN

88 HERALD DEMOCRAT FRIDAY, NOVEMBER 25, 2011

- LINE ADS - ON LINE - UPDATED DAILY -

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Fax: 903-868-1

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903-818-6411

2010 Legal Notice

Notice is hereby given that Longfellow Energy, LP, acting under and pursuant to the terms and provisions of Article 4.10 of the Sherman City Code did on the 25th day of October, 2011, file with the city clerk of the City of Sherman, an application for a permit to drill a well for oil and gas upon Tract 3: BEING a tract of land containing 44.104 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1125, Page 354 and Tract 4: BEING a tract of land containing 150.792 acres of land more or less out of the William Brogden Survey, Abstract No. 92, Grayson County, Texas and being a part of a 637.07 acre tract of land described in 4 tracts, conveyed to Anna Lee Howdeshell by deed recorded in Volume 1125, Page 354. A hearing upon such application will be held in the Council Room of the City of Sherman at 220 W. Mulberry at 5:00 o'clock p.m. on the 5th day of December, 2011.

SARAH DELUCCO: MINIBIKE, CLOTHES, FURNITURE TONI THOMPSON: ROLLTOP DESK, TANNING BED, OLD STOVE JEANETTE COX: TV, DEARBORN HEATER, MISC. TAMMY PALM: ANTIQUE CIGARETTE MACH. REFRIG. TRUCK TOOL BOX

Questions Contact David at 903-436-5757

Notice of Public Hearing

The Van Alstyne Planning and Zoning Commission will hold a public hearing at the Van Alstyne Community Center located at 262 N. Preston at 7:00 p.m. on December 12, 2011, to consider a request by the owner/agent of the property situated in the City of Van Alstyne, County of Grayson, State of Texas, being described as Abstract No. 770 W 65 ft of Subdivision 6 and 7 in Divisions 3; 261 Van Alstyne Parkway for a zone change from C-1 (Commercial 1) to SF-1 (Single Family - 1).

You may attend the meeting and make comment if it is worth saying. Herald Democrat Classified ads will not place your ad just dial 903.893.8181 or 903.465.7171.

SEWAGE DISPOSAL, DIVISION 5, ENTITLED "REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE", PART II, ENTITLED "GENERAL SEWER USE REQUIREMENTS", AT SECTION 13.07.356, ENTITLED "SPECIFIC POLLUTANT LIMITATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

I, Linda Ashby, City Clerk of the City of Sherman, Grayson County, Texas do hereby certify that the above and foregoing is a true and correct copy of the caption of Ordinance No. 5728 which was adopted by the City Council of the City of Sherman, Texas at the Regular Meeting of the City Council, November 21, 2011. A copy of this Ordinance is on file in the office of the City Clerk, at City Hall, 220 W. Mulberry, Sherman, Texas.

Linda Ashby
City Clerk
Sherman, Texas

SAVE TIME, STEPS and MONEY. Read and use Herald Democrat Classified ads. To place your ad just dial 903.893.8181 or 903.465.7171.

C. BOX 2411, Van Alstyne, Texas, 75495.

CITY OF SOUTHMAYD REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

The City of Southmayd has recently been awarded a grant under the 2011 Texas Community Development Block Grant Program from the Texas Department of Agriculture's Office of Rural Affairs. The grant is to assist the city in a street reconstruction project. The construction budget is \$139,800.00 - federal & local funds. The city is seeking to contract with an engineering consultant, registered to practice in the State of Texas, to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. Any registered professional engineer interested in submitting a proposal must contact Lisa Stewart, City Secretary by calling 903/868-9420 to request a copy of the "Request for Engineering Services Proposal". All proposals must be in writing and received at the City Hall at the address below by no later than the deadline imposed below. All sealed proposals must be submitted to:

2011 TxCDBG Grant Management Services Proposal

City of Southmayd
4525 Elementary Dr.
Southmayd, Texas
76268
PO Box 88
Southmayd, Texas
76268-0088
Proposals must be received by the city no later than:

Wednesday,
December 7, 2011
Due Date
10:00 a.m.
Due Time

The City of Southmayd reserves the right to reject any and all proposals and to negotiate with any and all firms that submit proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards Act of 1981. The City of Southmayd is an Affirmative Action/Equal Opportunity Employer.

2011 TxCDBG
Engineering Services
Proposal
City of Southmayd

SHERMAN ANIMAL SHELTER

ANIMALS FOUND ON 11-18-11
SHEPHERD MIX A D U L T / M A L E BROWN/BLACK FOUND ON 288 @ 120
MIX-BREED DOG A D U L T / F E M A L E BLACK/TAN FOUND IN THE 500 BLOCK OF OAK ESTATES
MIX-BREED DOG A D U L T / M A L E BLACK/WHITE FOUND IN THE 500 BLOCK OF OAK ESTATES
DMH-CAT ADULT/MALE BLACK/WHITE FOUND IN THE 500 BLOCK OF S. HAZELWOOD
D A C H S H U N D A D U L T / M A L E R E D / W H I T E F O U N D I N T H E 200 B L O C K O F M C K O W N
DSH-CAT ADULT/MALE RED/WHITE FOUND IN THE 1700 BLOCK OF N. BINKLEY
DSH-CAT ADULT/MALE RED/WHITE FOUND IN THE 500 BLOCK OF N. LEE
MIX-BREED DOG A D U L T / M A L E BROWN/BLACK FOUND IN THE 4000 BLOCK OF TEXOMA PKY
ANIMALS FOUND ON 11-19-11
YORKIE-POODLE MIX A D U L T / M A L E SILVER/TAN/WHITE FOUND IN THE 1400 BLOCK OF E. PACIFIC
LARAHOOR MIX A D U L T / M A L E BROWN/WHITE FOUND IN THE 1800 BLOCK OF E. IDA RD.
The Sherman Animal Shelter @ 603-892-7255.

Full & Part-time positions available, experience preferred. Apply at First Quick Check Convenience Stores/Exxon, 130 E. Van Alstyne Hwy, Van Alstyne, 419 Hwy, 68 South, Whitewright

FEMALE SENIOR CARE GIVERS NEEDED 24 HOUR LIVE-IN CARE IN-HOME CARE FOR FEMALE SENIORS PHONE ANSWERED TUES-SAT 8:00 am-6:30 pm CALL (940)206-0276

The Homestead of Sherman now hiring:

PRN All NURSING STAFF Two 2-10 CNA One 10-6 CNA 1000 Sara Swamy Dr. Sherman. Phone: (903)891-1730 Fax: (903)891-1703 EOE

BILINGUALS NEEDED Starting \$13.75/hr for 44hr/wk. Managers start at \$40K plus bonus. We promote from within. Apply in person at 1610 Texoma Parkway, Sherman, or 2005 S. Armstrong, Denison, or email



LD BINGO



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. D.2

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. D.3

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. D.4

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. D.5

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 12-5-2011

Subject: Agenda Item No. N/A

COUNCIL CALENDAR 2011 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		4	5	6	7	1
2	3					8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

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

01/03/11 - January 3rd Council meeting cancelled
01/17/11 - M.L.K., Jr. Birthday / Regular Council Meeting
02/21/11 - Washington's Birthday / Regular Council Meeting
03/03/11 - 12 Noon Long-Term Planning Meeting
03/28/11 - 12 Noon Called Meeting for PH & Adoption of Ord. #
(Annexation of 23.065 acres south of Dripping Springs Road and west of Cedar Park Village)
04/21/11 - 12 Noon Budget Planning Meeting in Council Chambers
06/17/11 - 8:00 AM Budget Workshop in Council Chambers
06/23/11 - 12 Noon Joint Meeting with SEDCO Board (Ramp Rev.)

07/04/11 - Independence Day - No Meeting Called for 07/05/11
09/05/11 - Labor Day / Called Council Meeting on 09/06/11
~~09/22/11 - 12 Noon Called Joint Meeting with SEDCO Board~~
10/03/11 - 5:15 PM Called Joint meeting with SEDCO Board
10/24/11 - 12 Noon Called Meeting for Annexation Ordinance
(U.S. Highway 82 and S.H. 289)
11/08/11 - City Council Election
11/16/11 - 12 Noon Called Meeting to Canvass Election Results

2012 CITY COUNCIL MEETINGS

JANUARY

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				

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	29			

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					

01/02/12 - January 2nd Council meeting cancelled
 01/16/12 - M.L.K., Jr. Birthday / Regular Council Meeting
 02/20/12 - Washington's Birthday / Regular Council Meeting
 09/03/12 - Labor Day / Called Council Meeting on 09/04/12