

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
September 10, 2024 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall



A quorum of the City Council intends to be physically present at the aforementioned location.

The City Council may discuss, consider, and take action on any item listed on this agenda.

OPENING ITEMS

1. Invocation – Pastor Larry Gilbert, Stonegate Fellowship
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:
 - 3a. Presentation of Proclamation for “The American Legion Day”.
 - 3b. Presentation of Proclamation for “National Surgical Technologist Week”.
 - 3c. Presentation from Director of Finance Christy Weakland regarding Budget.
 - 3d. Presentation from Director of Airports Justine Ruff regarding Capital Improvement Project.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF AUGUST 27, 2024
5. 099-2024 – MOTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$1,033,500 AWARDED BY THE U.S. DEPARTMENT OF HOMELAND SECURITY 2023 ASSISTANCE TO FIREFIGHTERS GRANT; SAID GRANT FUNDS TO BE USED FOR THE PURCHASE OF A QUINT FIRE TRUCK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS; AND APPROPRIATING THE SUM OF \$939,545.45 TO THE GARAGE FUND **(DISTRICT:**

NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

6. 2024-138 – RESOLUTION APPROVING THE PURCHASE OF A SPARTAN 77' REAR MOUNT AERIAL QUINT ON A GLADIATOR CHASSIS FROM METRO FIRE APPARATUS SPECIALISTS, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF \$1,841,968.00; AND APPROPRIATING AND TRANSFERRING FUNDS **(DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
7. 2024-139 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2025 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF \$712,735.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
8. 2024-140 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC FOR BENEFITS CONSULTING AND BROKERAGE SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT THROUGH THE EQUALIS GROUP PURCHASING PROGRAM FOR A TOTAL COST OF \$509,434.27; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
9. 2024-141 – RESOLUTION AWARDING A CONTRACT TO RIG SAFE SOLUTIONS INC. FOR ANNUAL GENERATOR MAINTENANCE FOR AN ANNUAL COST NOT TO EXCEED \$59,620.00 **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
10. 2024-142 – RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF \$372,721.46 FOR THE INSTALLATION OF PLAYGROUND EQUIPMENT AT TUMBLEWEED PARK AND THE BILL WILLIAMS SOFTBALL COMPLEX TO 4B RECREATION D/B/A PLAYGROUNDS ETC.; APPROVING \$93,180.36 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)**
11. 2024-143 – RESOLUTION AWARDING A CONTRACT IN THE AMOUNT OF \$440,112.80 FOR THE MIDLAND HOGAN PARK GOLF COURSE CLUBHOUSE RENOVATIONS PROJECT TO TOMMY KLEIN CONSTRUCTION, INC.; APPROVING \$44,012.20 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS **(DISTRICT 2) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)**
12. 2024-144 – RESOLUTION ADOPTING A CAPITAL FUNDING PLAN FOR IMPROVEMENTS AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**
13. 2024-145 – RESOLUTION ESTABLISHING THE DATES OF THE REGULAR CITY COUNCIL MEETINGS TO BE HELD DURING THE CALENDAR YEAR 2025 **(DISTRICT:**

ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)

14. 100-2024 – MOTION APPROVING, WITH STAFF’S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SHENANDOAH INDUSTRIAL PARK, BEING A PLAT OF A 25.64-ACRE TRACT OF LAND OUT OF SECTION 16, BLOCK 38, T-1-S, T&P CO. RR SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH COUNTY ROAD 1150, APPROXIMATELY 800 FEET NORTH OF EAST COUNTY ROAD 50) (EXTRATERRITORIAL JURISDICTION) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
15. 101-2024 – MOTION APPROVING, WITH STAFF’S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF HIGHWAY 158 ADDITION, SECTION 1, BEING A PLAT OF A 64.05-ACRE TRACT OF LAND OUT OF THE NORTH PART OF THE SOUTH HALF OF SECTION 1, BLOCK 38, T-2-S, T. J. MURPHY SURVEY, THE NORTH PART OF THE SOUTH HALF OF TRACT 1, BLOCK 38, T-2-S, H. M. HORTON SURVEY, AND TRACT 2, BLOCK 38, T-2-S, J. M. ROSE SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1140 AND EAST STATE HIGHWAY 158) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
16. 2024-146 – RESOLUTION GRANTING A VARIANCE FOR AN 11.486-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SOLOMON LANE, APPROXIMATELY 2,400 FEET EAST OF NORTH BIG SPRING STREET), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 150 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

SECOND READINGS

17. 10559 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, YMCA ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF AVALON DRIVE AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A CHILD-CARE: DAY-CARE CENTER; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 27, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
18. 10560 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

MIDLAND TO REZONE LOT 1A, BLOCK 97, ORIGINAL TOWN ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BAIRD STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 27, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

19. 10561 – GATHER PUBLIC INPUT ON THE PROPOSED 2024-2025 BUDGET; AND CONSIDER AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION **(DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
20. 10562 – TAX RATE INCREASE FOR FISCAL YEAR 2024-2025; AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025 **(DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
21. 10563 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.51-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 800 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
22. 10564 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, 2F, TWO-FAMILY
PACKET

DWELLING (DUPLEX) DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND LR, LOCAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND FIREWHEEL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 102-2024 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO COG OPERATING, LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MCC HZ UNIT #1106BH; MCC HZ UNIT #1106JH; MCC HZ UNIT #1107AH; MCC HZ UNIT #1107LH; MCC HZ UNIT #1107MH; MCC HZ UNIT #1108BH; MCC HZ UNIT #1109JH; MCC HZ UNIT #1109LH; MCC HZ UNIT #1111MH; AND MCC HZ UNIT #1109AH; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,630 FEET AND 1,810 FEET EAST OF NORTH A STREET EXTENSION AND 5,040 FEET NORTH OF MOCKINGBIRD LANE – PUBLIC HEARING ONLY **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
24. 103-2024 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO COG OPERATING, LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MCC HZ UNIT #1111AH; MCC HZ UNIT #1111BH; MCC HZ UNIT #1111LH; AND MCC HZ UNIT #1112JH; SAID WELLS BEING GENERALLY LOCATED BETWEEN 490 FEET AND 550 FEET EAST OF NORTH A STREET EXTENSION AND 5,005 FEET NORTH OF MOCKINGBIRD LANE – PUBLIC HEARING ONLY **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

MISCELLANEOUS

25. 10565 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF OCTOBER 1, 2024; AND ORDERING PUBLICATION **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
26. 10566 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10542; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
27. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

(DISTRICT: ALL) (CITY SECRETARY'S OFFICE)

PUBLIC COMMENT

28. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Respectfully Submitted,

Tommy Gonzalez
City Manager

MEETING ASSISTANCE INFORMATION: The Midland City Hall and Council Chamber are wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**MIDLAND CITY COUNCIL
MINUTES
August 27, 2024**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., August 27, 2024.

Council Members present: Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman

Council Members absent: None

Staff members present: City Manager Tommy Gonzalez, City Attorney John Ohnemiller

The meeting was called to order at 10:00 a.m.

OPENING ITEMS

1. Invocation – Father Bala Anthony Govindu, St. Stephen's Catholic Church
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:
 - 3a. Presentation from Chief of Staff Taylor Novak regarding updates on Chalk the Block.

Chief of Staff Taylor Novak gave a brief presentation on the upcoming Chalk the Block event that will take place downtown this October.

Immediately following the presentation, Mayor Blong moved to item number 25.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF AUGUST 13, 2024
 - 4b. REGULAR SESSION OF AUGUST 14, 2024
5. 2024-131 – RESOLUTION AUTHORIZING THE PURCHASE OF D-CELL LIGHTING FOR PACKET
4a.1 September 10, 2024

THE SCHARBAUER SPORTS COMPLEX FROM WHOLESALE ELECTRIC SUPPLY OF HOUSTON, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, AT A TOTAL COST OF \$278,965.00; APPROVING \$40,600.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2024-132 – RESOLUTION RATIFYING THE PROCUREMENT OF CONSTRUCTION SERVICES FROM MIDESSA UNDERGROUND OF MIDLAND, TEXAS, FOR THE EMERGENCY REPAIR OF THE STORM DRAIN LOCATED IN SANTA ROSA DRIVE; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$103,355.36 **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
7. 090-2024 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE LANDFILL ACCESS ROAD PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS AND TO NEGOTIATE AN AGREEMENT FOR SAID WORK; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL. **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
8. 2024-133 – RESOLUTION AWARDDING A CONTRACT FOR THE WEST CITIZEN COLLECTION STATION PROJECT TO ONYX GENERAL CONTRACTORS, LLC, FOR A COST OF \$3,670,288.40; APPROVING \$734,057.68 FOR CONTINGENCIES; AND APPROPRIATING FUNDS **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**
9. 091-2024 – MOTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS MAZARS, LLP FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; AND RATIFYING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS, LLP FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
11. 2024-134 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BOLER EQUIPMENT SERVICE, INC., IN THE AMOUNT OF \$4,344,835.00 FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING AND TRANSFERRING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

12. 093-2024 – MOTION AUTHORIZING THE EXECUTION OF A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDLAND DOWNTOWN FARMERS MARKET, INC., TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES **(DISTRICT 2) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
15. 2024-135 – RESOLUTION GRANTING A VARIANCE FOR A 53.86-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 1,700 FEET EAST OF THE INTERSECTION OF SOLOMON LANE AND COOPER CREEK ROAD), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 300 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**
16. 2024-136 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE “COMPANY”) REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES’ LEGAL COUNSEL **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**
18. 097-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-012) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C.; REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. **(DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**
19. 2024-137 – RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR ASSISTANT CITY MANAGER (COLLECTIVELY, THE “CITY MANAGER’S OFFICE”) TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY (1) TO CONVEY TO THE STATE OF TEXAS (THE “STATE”) A PACKET

DRAINAGE EASEMENT IN, ALONG, UPON AND ACROSS A 0.1676-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, AND SECTION 44, BLOCK 38, T-1-S, T&P RR CO. SURVEY, AND A 0.3208-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND (2) TO CONVEY TO THE STATE A 0.6887-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, AND A 0.0850-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER'S OFFICE TO ACCEPT, ON BEHALF OF THE CITY, CONSIDERATION FOR THE CONVEYANCES TOTALING \$174,985.00; SAID CONVEYANCES BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE AND BEING FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC IMPROVEMENTS ALONG OR NEAR INTERSTATE 20 **(DISTRICT 2) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

The following item(s) were pulled from consent agenda and considered individually.

10. 092-2024 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMMEMORATIVE AIR FORCE, INC., TO PROVIDE FOR THE 2024 AIRSHO AT MIDLAND INTERNATIONAL AIR & SPACE PORT

Council Member Poole reported on the upcoming AirSho and thanked Gena Linebarger for the partnership with the Fly Into Fall event.

Robin Poole moved to approve Motion No. 092-2024; seconded by John Norman.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

13. 094-2024 – MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE CITY OF MIDLAND PROVIDING FOR THE WIDENING OF THAT CERTAIN PORTION OF AVALON DRIVE LOCATED BETWEEN BRIARWOOD AVENUE AND MOCKINGBIRD AVENUE; AND AUTHORIZING PAYMENT FOR SAID AGREEMENT

Wendell Creech, 6516 Dahlia, spoke on issues with traffic. Mr. Creech also spoke on item number 25.

City Attorney John Ohnemiller reported the plat covers a portion of Avalon.

Midland Development Corporation Director Sara Harris reported the work that's being proposed under the economic development agreement is the portion between Mockingbird and Briarwood.

Eric Davidson moved to approve Motion No. 094-2024; seconded by Amy Stretcher

Burkes.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

14. 095-2024 – MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LS BRENTWAY LLC AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103

Al Escamilla, 5802 Grassland Court, spoke in favor of this item and economic development within Midland.

Asif Rafeek, 5621 Hathaway Court, spoke in favor of this item and economic development within downtown Midland.

Jacobe Kendrick, 3400 Limestone Lane, spoke in favor of this item.

Council Member Eric Davidson inquired about the hyperlocality model?

Al Escasmillia reported the hyperlocality aspect will be used to source items/needs locally within the community.

Council Member Poole reported why she is voting no. It's not about the project itself.

Midland Development Corporation Director Sara Harris gave a brief presentation of this item. Mrs. Harris spoke on the history of the building being the first high-rise in Midland as a hospital. Mrs. Harris reported on what to expect next, how the incentive is structured, the \$1.25 million upon certifying, 50% at completion of the project, \$3.75 million upon receipt of the certificate of occupancy, property tax abatement, hot tax reimbursement, term of agreement being 10 years, financial breakdown and the total incentive package.

City Manager Tommy Gonzalez reported this project is performance based and there is a need for one or two more hotels downtown.

Al Escamilla reported they are further along than the six months listed and he has spent the last three months working with the Hilton on this project. He will share updates next week with everyone after the Hilton has had time to review the information. There will be room for 60 jobs between the hotel and the restaurant.

Mark Wagner, 2806 Ann Drive, wants to know what happened to the DoubleTree.

Mayor Blong reported there are restrictions from the State how monies may be spent for this project and as far as the DoubleTree is concerned, they would need to speak for themselves.

Scott Dufford moved to approve Motion No. 095-2024; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Blong, Dufford, Ladd, Norman

NAY: Poole

ABSTAIN: None

ABSENT: None

17. 096-2024 – MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; GREATER MIDLAND FOOTBALL LEAGUE; POW5R SPORTS LEAGUE; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND. SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES.

Council Member Dufford reported he pulled this item so Council Member Norman could abstain.

Council Member Amy Stretcher Burkes was away from the dias during the vote but wanted to make sure everyone knew she was in support of this item.

Jack Ladd moved to approve Motion No. 096-2024; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Davidson, Poole, Blong, Dufford, Ladd

NAY: None

ABSTAIN: Norman

ABSENT: Stretcher Burkes

20. 098-2024 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND AND MIDLAND COUNTY UTILITY DISTRICT FOR THE DISCHARGE OF WASTEWATER INTO THE CITY OF MIDLAND WASTEWATER COLLECTION SYSTEM

Utilities Director Carl Craigo reported this agreement has to be renewed every ten years and it's a revenue generator for the City.

Jack Ladd moved to approve Motion No. 098-2024; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Davidson, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Stretcher Burkes

Robin Poole moved to approve consent agenda items 4-20, excluding items 10, 13, 14, 17 & 20; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

21. 10555 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10555.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10555; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

22. 10556 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10556.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10556; seconded by John Norman.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Dufford

23. 10557 – AN ORDINANCE MAKING CERTAIN FINDINGS PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE; AUTHORIZING AND DIRECTING THE MAYOR OR THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY A 3.74-ACRE TRACT OF LAND OUT OF BLOCKS 29 AND 36, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE “PROPERTY”), TO MIDLAND SOUP KITCHEN MINISTRY (“GRANTEE”) IN EXCHANGE FOR GRANTEE’S AGREEMENT TO USE THE PROPERTY IN A MANNER THAT PRIMARILY PROMOTES A PUBLIC PURPOSE OF THE CITY; SAID PROPERTY BEING A PORTION OF HIDALGO PARK THAT IS MOSTLY UNIMPROVED AND BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ORCHARD LANE AND CARVER STREET; SAID CONVEYANCE BEING CONDITIONED ON APPROVAL BY A MAJORITY OF VOTES RECEIVED AT AN ELECTION; AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10557.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10557; seconded by John Norman.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

24. 10558 – AN ORDINANCE AMENDING TITLE I , “ADMINISTRATIVE” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO ADD CHAPTER 14, “TERMINATION OF CAMPAIGN TREASURER APPOINTMENT”; SAID CHAPTER ESTABLISHING A PROCESS BY WHICH TO TERMINATE THE CAMPAIGN TREASURER APPOINTMENT OF AN INACTIVE CANDIDATE OR POLITICAL COMMITTEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT: ALL) (CITY SECRETARY’S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10558.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10558; seconded by Robin Poole.

The motion passed by the following vote:

PACKET

4a.8

September 10, 2024

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

The City Council will hold public hearings on the following items:

25. 10559 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, YMCA ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF AVALON DRIVE AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A CHILD-CARE: DAY-CARE CENTER; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10559.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is for a Specific Use Designation (SUD) without term for a childcare/daycare center at the YMCA. It only applies to a seven acre portion of land. Mrs. Triggs reviewed the state code and the SUD description and how it ties into the Tall City Tomorrow Comprehensive Plan.

There were letters of objection received regarding traffic which triggered the requirement of a supermajority vote by Council for approval; meaning, six Council votes are needed for this item to pass. The objections percentage was 31.8%. The City is working to assist with the traffic concerns. Staff recommends approval subject to a number of recommended conditions.

Mayor Blong opened the public hearing at 10:38 a.m.

Andy Torres, 6413 Los Conchos Lane, spoke in opposition of this item due to increased traffic concerns but reported he is not against the YMCA.

Amy Evans, 4506 Lennox, spoke on behalf of working parents in the area and their need for childcare.

Kevin Hunstable, 1404 Bedford, spoke in opposition of this item due to staffing, safety and other issues. He reported he is not against the YMCA itself.

Adrian Vega, Education Director for the Education Partnership of the Permian Basin
PACKET 4a.9 September 10, 2024

(Odessa), spoke in favor of this item advocating to provide more childcare seats. Mr. Vega spoke on Childcare Deserts and that Midland County has 5 “deserts”. Mr. Vega reported this is an economic issue and the State of Texas is losing about nine billion dollars per year in funding due to the lack of childcare services.

Barbara Aylor, 6408 Gladiola Avenue, spoke in opposition of this item due to traffic and timing but not against the YMCA .

Christine Bearden, 800 N. Big Spring, CEO of YMCA, reported that not approving the SUD will allow the YMCA to take in an unlimited number of children. With the SUD, the YMCA would be limited to 200 children. Ms. Bearden spoke on all of the positive aspects of the YMCA with regard to having a childcare facility.

Jodi Bradshasw, 6515 Gladiola Avenue, spoke in opposition of this item due to private street easement violations.

William Tripp Edwards, 1202 Country Club, spoke in favor of this item for the childcare need in Midland.

Maddie Nygaard, 1805 W. Tennessee Avenue, spoke in favor of this item. Ms. Nygaard has children that attend the YMCA and spoke on the positive aspects of the Mother’s Day Out program.

Elizabeth Harris, 6022 Spahn Street, spoke in favor of this item. Ms. Harris reported the YMCA self-reports for transparency and explained why the YMCA is needed for children and parents.

David Duree, 6200 Olympic Court, spoke in favor of this item.

Wendall Creech, 6516 Dahlia Avenue, spoke in opposition of this item due to the streets not being wide enough to support traffic.

Beth Ryan, 1920 Centerview Lane, spoke in favor of this item and the need for childcare. Ms. Ryan reported the YMCA is listening and addressing the traffic concerns.

There being no one else wishing to speak, the public hearing was closed at 11:17 a.m.

Council Member Amy Stretcher Burkes had questions regarding cost of the roads and timeline for the work to be done.

Fire Marshal James Howard reported he hasn’t identified anything regarding the fire code that would be a violation.

City Attorney John Ohnemiller reported that regarding the private roads, city staff pulled documents relating to the background of the roads and historical information. They also looked at case law similar to this and are comfortable with Council proceeding to vote today if they so choose.

City Manager Tommy Gonzalez reported the number is \$4.5 million on the full public pathway to provide road access.

Council Member Norman reported he is in support of the YMCA and has sent his son there.

Council Member Eric Davidson inquired about traffic timing/completion prior to Fall of 2025.

City Manager Tommy Gonzalez reported it will be a challenge but they will work hard to meet the deadlines.

Mayor Blong reported the traffic all over town is difficult but we must stay on top of the growth and plan ahead.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10559; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

26. 10560 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1A, BLOCK 97, ORIGINAL TOWN ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BAIRD STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10560.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is a zone change request for the future development of the Justice of the Peace Office building.

Mayor Blong opened the public hearing at 12:10 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10560; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

PACKET

4a.11

September 10, 2024

ABSTAIN: None
ABSENT: None

PUBLIC COMMENT

27. Receive public comments where individuals may address the City Council on City related issues and projects not on the present agenda. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting. (Please limit comments to three minutes or less.)

Mark Wagner, 2806 Ann Drive, presented Ordinance number 6855 from July, 1988 regarding restrictions for Ranchland Hills Golf Course. Mr. Wagner reported he will attend MISD's board meeting to express his disappointment.

EXECUTIVE SESSION

28. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:

Mayor Blong recessed the meeting to go into Executive Session at 12:13 p.m.

a. Section 551.087, Deliberate Economic Development Negotiations

a.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment of members to the Planning and Zoning Commission.

All the business at hand having been completed, the meeting adjourned at 1:23 p.m.

PASSED AND APPROVED September 10, 2024.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



City Council Meeting

Item Number: 5
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: MOTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$1,033,500 AWARDED BY THE U.S. DEPARTMENT OF HOMELAND SECURITY 2023 ASSISTANCE TO FIREFIGHTERS GRANT; SAID GRANT FUNDS TO BE USED FOR THE PURCHASE OF A QUINT FIRE TRUCK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS; AND APPROPRIATING THE SUM OF \$939,545.45 TO THE GARAGE FUND (DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

The purpose of this motion is to accept the grant that was awarded to the Fire Department for a new quint fire truck and appropriate the remaining funds needed to purchase the truck.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds of \$939,545.45 will be deposited to the Garage Fund for this purpose after receipt of the grant Funds. \$93,954.55 will be appropriated from the Garage Fund and transferred to a project to meet the grant's match amounts. \$1,748,013.45 will be appropriated from the Garage Fund Unappropriated Fund balance and transferred to a project for the remaining cost.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

This is a reimbursement FEMA grant from the Department of Homeland Security to purchase a Spartan Aerial Quint at a total cost of \$1,841,968. This is needed to replace outdated equipment.



City Manager's Office



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL

8/19/2024

Midland Fire Department
Brian McGary
1500 W. Wall Street
Midland, TX 79701

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis as specified:

Apparatus Price \$1,841,968.00

TOTAL CONTRACT \$1,841,968.00

Vendor Contract #113021-RVG-4

No State, Federal or local taxes included.

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals of the Midland Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 650 calendar days **after receipt of a purchase order from the City**. The completed apparatus will be delivered to you at:

Midland Fire Department
1500 W. Wall Street
Midland, TX 79701

Unless accepted within 30 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw or adjust this proposal.

By Brian Cudaback

Brian Cudaback – Apparatus Manager

TERMS:

Payment due upon delivery and acceptance of completed apparatus.

Cancellation Terms

Due to market conditions, a cancellation policy is in effect and terms are as follows:

In the event this proposal is accepted, and a purchase order issued then cancelled or terminated by the Customer before completion, Metro Fire will add a cancellation fee. The following charge schedule based on costs incurred will be applied.

- A) 10% of the purchase price after the order is placed.
- B) 20% of the purchase price after completion of the approval drawings and pre-construction.
- C) 30% of the purchase price upon any material requisition.
- D) 60% of the purchase price once the apparatus has begun manufacturing.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Metro Fire endeavors to mitigate any such cost through the sales of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Metro Fire upon sale of the product to another purchaser, plus any cost incurred by Metro Fire to conduct such sale.

To ensure the above-stated terms and conditions are understood and adhered to Metro Fire Apparatus Incorporated, Inc. requires an authorized individual from the purchasing organization to sign, date this proposal and included it with the purchase order. Upon signing this proposal, the terms and conditions stated herein will be binding and accepted by the Customer.

Execution of this document can be used as official acceptance and purchase order from the customer.

CUSTOMER ACCEPTANCE:

Name: _____

Date:

Print name: _____

Title:

METRO FIRE APPARATUS SPECIALISTS, INC. (COUNTER SIGNED)

Name: _____

Date:

Print name: _____

Title:

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/06/2024



Robin Pruett
CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702

EMW-2023-FG-05690

Dear Robin Pruett,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$939,545.45 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$93,954.55 for a total approved budget of \$1,033,500.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF MIDLAND

UEI-EFT: CPZ1T3B85A64

DUNS number: 073186579

Award number: EMW-2023-FG-05690

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$1,033,500.00
Indirect charges	\$0.00
Federal	\$939,545.45
Non-federal	\$93,954.55
Total	\$1,033,500.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Vehicle acquisition

Quint				
DESCRIPTION				
Gladiator 75' Quint with necessary equipment 1500 pump, 500 gallon tank, Truck only \$1,450,000.00 Equipment \$230,000.00				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$1,033,500.00	\$1,033,500.00	Other
CHANGE FROM APPLICATION				
Unit price from \$1,680,000.00 to \$1,033,500.00				
JUSTIFICATION				
The award reflects a reduction from the amount requested in the application. Cost requested for the Quint exceeds the average price range calculated from market research and prior awards for the same item.				

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF MIDLAND

UEI-EFT: CPZ1T3B85A64

DUNS number: 073186579

Award number: EMW-2023-FG-05690

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11**Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2023-FG-05690	2. Amendment No. N/A	3. Recipient No. 756000608	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address CITY OF MIDLAND 300 N LORAIN ST # 210 MIDLAND, TX 79701		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Robin Pruett		9a. Phone No. 4326857333	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/06/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/13/2024 to 08/12/2026 Budget Period 08/13/2024 to 08/12/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$939,545.45	\$939,545.45	\$93,954.55
Totals			\$0.00	\$939,545.45	\$939,545.45	\$93,954.55
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/06/2024



City Council Meeting

Item Number: 6
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING THE PURCHASE OF A SPARTAN 77' REAR MOUNT AERIAL QUINT ON A GLADIATOR CHASSIS FROM METRO FIRE APPARATUS SPECIALISTS, INC., THROUGH SOURCEWELL FOR A TOTAL COST OF \$1,841,968.00; AND APPROPRIATING AND TRANSFERRING FUNDS (DISTRICT: NONE) (GENERAL SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution for the purchase of one (1) Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis from Metro Fire Apparatus Specialists, Inc. through Sourcewell contract #113021-RVG-4 for a total cost of \$1,841,968.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds of \$939,545.45 will be deposited to the Garage Fund for this purpose after receipt of the grant funds. \$93,954.55 will be appropriated from the Garage Fund and transferred to a project to meet the grant's match amounts. \$1,841,968.00 will be appropriated from the Garage Fund Unappropriated Fund balance and transferred to a project for the remaining cost.

Strategic Priority:

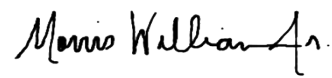
(Set the Standard for a Safe and Secure City)

Discussion:

Staff is recommending the purchase of one (1) Spartan 77' Rear Mount Aerial Quint on a

Gladiator Chassis for the Fire Department. The quint is available on the Sourcewell contract #113021-RVG-4. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Interim Fire Chief Michael Tully, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis from Metro Fire Apparatus Specialists, Inc. through Sourcewell contract #113021-RVG-4 for a total cost of \$1,841,968.00.



City Manager's Office



Interoffice Memorandum

Date: 8/28/2024
To: Regina Stephenson
From: Interim Fire Chief Michael Tully
Subject: 2024 Quint Purchase

The acquisition of a Spartan Quint Fire Apparatus is a strategic investment in our response capabilities to the citizens of Midland, along with maintaining our ISO 1 rating. This apparatus offers a combination of fire suppression and aerial operations in a single vehicle. This vehicle continues with the standardization of our fleet, optimizing our maintenance program.

Interim Fire Chief
Michael Tully

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE OF
A SPARTAN 77' REAR MOUNT AERIAL QUINT
ON A GLADIATOR CHASSIS FROM METRO
FIRE APPARATUS SPECIALISTS, INC.,
THROUGH SOURCEWELL FOR A TOTAL COST
OF \$1,841,968.00; AND APPROPRIATING AND
TRANSFERRING FUNDS**

WHEREAS, the Sourcewell is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Metro Fire Apparatus Specialists, Inc., has submitted a total proposed cost to the City of \$1,841,968.00 for the purchase of a Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis through Sourcewell, as shown on the proposal that is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Metro Fire Apparatus Specialists, Inc., for said Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis from Metro Fire Apparatus Specialists, Inc., through Sourcewell;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase a Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis from Metro Fire Apparatus Specialists, Inc., through Sourcewell for a total cost of \$1,841,968.00.

SECTION TWO. That funds of \$939,545.45 shall be deposited to the Garage Fund for this purpose after receipt of the grand funds. \$93,954.55 shall be appropriated from the Garage Fund and transferred to a project to meet the grant's match amounts. \$1,841,968.00 shall be appropriated from the Garage Fund Unappropriated Fund balance and transferred

to a project for the remaining cost.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Metro Fire Apparatus Specialists, Inc., for said Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



Vendor Contract #113021-RVG-4

August 20, 2024

City of Midland (Fire Department)
1500 W. Wall Street
Midland, TX 79701

Member ID # 106268

We are pleased to offer to you a SME004 Smeal 77' Rear Mount Aerial Ladder, Gladiator, Tandem Axle, 500 Gal Tank, 1500 GPM Pump through the Sourcewell® Contract, based on the provided specifications and drawings.

MSRP	\$1,952,092.40
Sourcewell Discount	-\$110,124.40
Discount Percentage	5.64%
Price Per Unit	\$1,841,968.00
Total Contract Price (x1)	\$1,841,968.00

Prices above do not include any Federal, State or local taxes.

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

PACKET



September 10, 2024



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL

8/19/2024

Midland Fire Department
Brian McGary
1500 W. Wall Street
Midland, TX 79701

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan 77' Rear Mount Aerial Quint on a Gladiator Chassis as specified:

Apparatus Price \$1,841,968.00

TOTAL CONTRACT \$1,841,968.00

Vendor Contract #113021-RVG-4

No State, Federal or local taxes included.

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals of the Midland Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 650 calendar days **after receipt of a purchase order from the City**. The completed apparatus will be delivered to you at:

Midland Fire Department
1500 W. Wall Street
Midland, TX 79701

Unless accepted within 30 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw or adjust this proposal.

By Brian Cudaback

Brian Cudaback – Apparatus Manager

TERMS:

Payment due upon delivery and acceptance of completed apparatus.

Cancellation Terms

Due to market conditions, a cancellation policy is in effect and terms are as follows:

In the event this proposal is accepted, and a purchase order issued then cancelled or terminated by the Customer before completion, Metro Fire will add a cancellation fee. The following charge schedule based on costs incurred will be applied.

- A) 10% of the purchase price after the order is placed.
- B) 20% of the purchase price after completion of the approval drawings and pre-construction.
- C) 30% of the purchase price upon any material requisition.
- D) 60% of the purchase price once the apparatus has begun manufacturing.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Metro Fire endeavors to mitigate any such cost through the sales of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Metro Fire upon sale of the product to another purchaser, plus any cost incurred by Metro Fire to conduct such sale.

To ensure the above-stated terms and conditions are understood and adhered to Metro Fire Apparatus Incorporated, Inc. requires an authorized individual from the purchasing organization to sign, date this proposal and included it with the purchase order. Upon signing this proposal, the terms and conditions stated herein will be binding and accepted by the Customer.

Execution of this document can be used as official acceptance and purchase order from the customer.

CUSTOMER ACCEPTANCE:

Name: _____

Date:

Print name: _____

Title:

METRO FIRE APPARATUS SPECIALISTS, INC. (COUNTER SIGNED)

Name: _____

Date:

Print name: _____

Title:



City Council Meeting

Item Number: 7
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2025 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF \$712,735.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of an estimated annual supply of Polymer, Copper Sulfate, and Gypsum for the Water Reclamation Facility for Fiscal Year 2025 for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY 2025 Operating Budget of the Utilities Fund.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for an estimated annual supply of Polymer, Copper Sulfate, and Gypsum for Water Reclamation Facility. Thirty-eight (38) bid requests were issued. We received five (5) bids. Staff recommends awarding each chemical to the respective low, most advantageous or sole bidders as shown in the table below. Please see the attached memo from Chester Brigham, III,

Water Reclamation Facility Superintendent, for more information.

Therefore, please consider a resolution awarding an estimated annual supply of chemicals for Water Reclamation Facility as shown in table below:

Items	Bidders	Cost
1	Polydyne Inc. of Riceboro, GA	\$207,000.00
2	Vineera Chemicals, LLC of Katy, TX	\$49,735.00
3	Miko Services & Mak Logistics of Midland, TX	\$456,000.00
Total estimated cost for Fiscal Year 2025		\$712,735.00



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Regina Stephenson, General Services Director, Erika Martinez, Purchasing Manager

FROM: Chester A. Brigham III, Superintendent

SUBJECT: Recommend Award for Annual Chemical Supply for WRF

DATE: August 23, 2024

Consider a resolution approving the award of purchases in the amount of \$207,000.00 to the bidder **Polydyne Inc.** for the purchase of 115,000 pounds of Polymer Inc. It will be delivered in 250 gallons totes, as and when needed to the City of Midland. All items are to be delivered and unloaded FOB to the City of Midland Water Reclamation Facility.

Consider a resolution approving the award of a purchase in the amount of \$49,735.00 to the bidder **Vineera Chemicals, LLC** for the purchase of 24,500 pounds of Copper Sulfate, which will be delivered as and when needed to City of Midland Water Reclamation Facility. All items are to be delivered and unloaded FOB to the City of Midland Water Reclamation Facility.

Consider a resolution approving the award of a purchase in the amount of \$456,000.00 to the bidder **Miko Services & Mak Logistics** for the purchase of 400 tons of gypsum, which will be delivered as and when needed to City of Midland Water Reclamation Facility. All items delivered and unloaded FOB to the City of Midland Water Reclamation Facility.

The City of Midland uses polymer to dewater sludge, which is then taken and disposed of at a landfill. The City of Midland uses copper sulfate at the Sprayberry ponds to control biological growth, and to prevent a surplus of algae in the ponds at Sprayberry. The City of Midland will be utilizing gypsum to improve the soil quality of the Plant Farm.

This purchase will cover all fiscal year 2025. This is a regularly occurring budgeted expense each year.

Project funding will be paid from the Water Reclamation Facility Operating Fund. Staff recommendation is to award the contract in the amount of \$207,000.00 for Polymer (**Polydyne Inc.**), \$49,735.00 for Copper Sulfate (**Vineera Chemicals, LLC**), and \$456,000 for Gypsum (**Miko Services & Mak Logistics**).

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF AN
ESTIMATED ANNUAL SUPPLY OF CHEMICALS FOR
THE WATER RECLAMATION FACILITY FOR FISCAL
YEAR 2025 FROM MULTIPLE BIDDERS, FOR A
TOTAL COST OF \$712,735.00**

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for an estimated annual supply of Polymer, Copper Sulfate, and Gypsum for the Water Reclamation Facility for fiscal year 2025; and

WHEREAS, Bid No. 25000009 was opened on August 21, 2024 with the lowest and/or most advantageous bids being submitted as follows and as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes:

Items	Bidders	Cost
1	Polydyne Inc.	\$207,000.00
2	Vineera Chemicals, LLC	\$49,735.00
3	Miko Services & Mak Logistics Incorporated	\$456,000.00

WHEREAS, the Council finds the price proposed by the bidders as shown above to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of chemicals for the Water Reclamation Facility from Polydyne Inc., Vineera Chemicals, LLC, Chemrite, Inc., and Miko Services & Mak Logistics Incorporated.;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase chemicals for the Water Reclamation Facility from Polydyne Inc., Vineera Chemicals, LLC, and Miko Services & Mak Logistics Incorporated for a total cost of \$712,735.00.

SECTION TWO. That upon receipt of proper invoice or statement approved by the City Manager, the City Comptroller is hereby authorized and directed to pay for said chemicals for the Water Reclamation Facility out of funds available in the FY 2025 Operating Budget of the Utilities Fund.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

25000009 Annual Supply of Chemicals for the Water Reclamation Facility Bid Opening: August 21, 2024												
			Chemrite, Inc.		Marubeni America Corporation		Miko Services & Mak Logistics		Polydyne Inc.		Vineera Chemicals, LLC	
Total Cost			\$64,925.00		\$244,260.00		\$456,000.00		\$207,000.00		\$49,735.00	
#	Items	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	FY-25 – Annual Supply of Polymer - 115,000 lbs. in 2300 lb. IBC - Polymer for dewatering to be delivered and unloaded FOB to the City of Midland Water Reclamation Facility located at 3600 E. Interstate 20 & FM 307 with the freight prepaid and included in the bid in accordance with Bid 21000000 and Resolution 2020-146. Delivery 7-10 days ARO CLARIFLOC CE-2271 (Polymer).(quantity in pounds)	115,000	No Bid	No Bid	\$2.12	\$244,260.00	No Bid	No Bid	\$1.80	\$207,000.00	No Bid	No Bid
#0-2	FY 25 – Annual Supply of Copper Sulfate – 490 50 lb. bags of Copper Sulfate or like lower algae in storage ponds to be ordered as and when needed from October 1, 2024 – September 30, 2025. Must comply with AWWA B403 and ANSI/NSE standard 60. All items to be delivered and unloaded FOB to the City of Midland Water Reclamation Facility located at 3600 E. Interstate 20 & FM 307 with the freight prepaid and included in bid. Please call at least 24-48 hours in advance of delivery at (432) 210-6581. (quantity in pounds)	24,500	\$2.65	\$64,925.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.03	\$49,735.00
#0-3	FY 25 – Annual Supply of Gypsum – 400-ton Gypsum – Pelletized, bulk delivered in 100-ton increments, as requested by the City. Spreading equipment must be included. Please include delivery time frame. (quantity in tons)	400	No Bid	No Bid	No Bid	No Bid	\$1,140.00	\$456,000.00	No Bid	No Bid	No Bid	No Bid

Bid Summary

38 Bid Requests were issued

5 Bids are listed above

1 NO BIDs were received

32 Bidders did not respond



City Council Meeting

Item Number: 8
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC FOR BENEFITS CONSULTING AND BROKERAGE SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT THROUGH THE EQUALIS GROUP PURCHASING PROGRAM FOR A TOTAL COST OF \$509,434.27; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing an agreement for an Employee Benefit Consulting and Brokerage services through Equalis contract R10-1125A with Lockton-Dunning Series of Lockton Companies, LLC.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the 2025 Operating Budget of the Employee Benefit Fund

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Administrative Services Department recommends approving an agreement for an Employee Benefit Consulting and Brokerage services through the Equalis contract R10-1125A.

We are members of the Equalis Group cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Jennifer Frescaz, Chief Information Officer/Managing Director, for additional information.

Therefore, please consider a resolution authorizing an agreement for an Employee Benefit Consulting and Brokerage services through Equalis contract R10-1125A with Lockton-Dunning Series of Lockton Companies, LLC. The total cost of the consulting services for five (5) years is \$509,434.27 and is budgeted in the HR Benefits – Consulting Fund. This resolution provides for optional yearly renewals for an additional three (3) years at a total cost of \$350,475.99.



City Manager's Office



City Council Agenda Item

DATE: August 29, 2024

TO: Erika Munoz, Purchasing Manager

FROM: Jennifer Frescaz, Managing Director / Chief Information Officer

SUBJECT: Consider a resolution approving the agreement for and employee benefit consulting and brokerage services through Equalis Contract R10-1125A with Lockton-Dunning for a cost of \$509,434.27.

Purpose:

Consider a resolution approving the agreement for and employee benefit consulting and brokerage services through Equalis Contract R10-1125A with Lockton-Dunning for a cost of \$509,434.27.

Discussion:

Employee benefits are a critical component of our organization's employee compensation package. To ensure that the City offers competitive benefits while effectively managing costs, it is necessary to engage a professional consulting and brokerage firm with expertise in employee benefits. After a thorough evaluation process, Lockton-Dunning was selected as the most qualified provider based on their experience, industry knowledge, and demonstrated ability to meet the City's needs.

The scope of services to be provided by Lockton-Dunning includes:

- **Brokerage Services:** Managing the procurement process for insurance carriers, negotiating terms, and ensuring the best value for the City.
- **Employee Communication and Education:** Providing resources and tools to help employees understand and maximize their benefits.
- **Compliance and Reporting:** Ensuring that the City's benefit plans adhere to all relevant federal and state regulations.

By engaging in an agreement with Lockton-Dunning, the City expects to achieve better financial outcomes through optimized benefit plans and more favorable contract terms with benefit providers.

The total cost of the consulting services for five (5) years is \$509,434.27 and is budgeted in the HR Benefits – Consulting Fund. This resolution provides for optional yearly renewals for an additional three (3) years at a total cost of \$350,475.99.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC FOR BENEFITS CONSULTING AND BROKERAGE SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT THROUGH THE EQUALIS GROUP PURCHASING PROGRAM FOR A TOTAL COST OF \$509,434.27; AND AUTHORIZING PAYMENT

WHEREAS, the Equalis Group Purchasing Program (“Equalis”) is a cooperative purchasing program in which the City participates in accordance with Section 271.102 of the Texas Local Government Code; and

WHEREAS, Lockton-Dunning Series of Lockton Companies, LLC (“Company”) submitted a total cost to the City of \$509,434.27 for proposed benefits consulting and brokerage services (the “Services”) through Equalis as shown in the proposed five-year agreement (the “Agreement”), which is attached hereto as Exhibit “A” and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the Services to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of the Agreement with Company;

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

SECTION ONE. That the City Manager or the City Manager’s designee is hereby authorized and directed to execute the Agreement with Company for the Services through Equalis for a total cost of \$509,434.27. The City Manager or the City Manager’s designee is additionally authorized to exercise no more than three one-year options to renew the Agreement in accordance with the terms of the Agreement.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Company for the Services in accordance with the Agreement from funds available in the 2025 Operating Budget of the Employee Benefit Fund upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

AGREEMENT

THIS AGREEMENT is made and effective the 11th day of September 2024, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Lockton-Dunning Series of Lockton Companies, LLC (“*COMPANY*”). *CITY* and *COMPANY* are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which *COMPANY* shall perform employee benefits consulting and brokerage services (the “*Services*”) for *CITY*. The *Services* are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the *Services* in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. *COMPANY* represents that any employee who performs the *Services* shall be fully qualified and competent to perform the *Services*.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay *COMPANY* an annual amount of \$95,000.00 for the performance of the *Services* during the first year of the term, \$98,325.00 for the performance of the *Services* during the second year of the term, \$101,766.38 for the performance of the *Services* during the third year of the term, \$105,328.20 for the performance of the *Services* during the fourth year of the term, and \$109,014.69 for the performance of the *Services* during the fifth year of the term. *CITY* agrees to pay *COMPANY* upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses that *COMPANY* incurs during the previous month for which *COMPANY* receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date *COMPANY*’s invoice is received by *CITY*, *CITY* shall pay the full amount of such invoice; provided, however, that if *CITY* objects to any portion of an invoice, *CITY* shall notify *COMPANY* of *CITY*’s objection and the grounds therefor within

fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from September 11, 2024 until September 10, 2029, unless the Agreement is terminated as otherwise provided in this Agreement.

CITY shall have the option to extend the term of this Agreement for three additional one-year periods by providing written notice to COMPANY of CITY's desire to extend the term of the Agreement not later than 60 days prior to the end of the then-current term. If CITY exercises this option, CITY agrees to pay COMPANY an annual amount of \$112,830.20 for the performance of the Services during the first renewal period. If CITY exercises this option a second time, CITY agrees to pay COMPANY an annual amount of \$116,779.26 for the performance of the Services during the second renewal period. If CITY exercises this option a third time, CITY agrees to pay COMPANY an annual amount of \$120,866.53 for the performance of the Services during the third renewal period.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least sixty (60) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data (“*Instruments of Service*”) given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perform the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and amounts with companies authorized to do business in

the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
Aggregate	\$2,000,000 general aggregate
Business Automobile Liability:	\$1,000,000.00 each accident-
Workers' Compensation:	Statutory limits
Employers' Liability:	\$500,000.00 per accident or occurrence

The Commercial General Liability policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be \$250,000.00 covering any vehicle used for the execution of the Services. This policy shall waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

COMPANY shall ensure a notice of cancellation will be provided to the CITY in accordance with policy provisions.

COMPANY shall be responsible for any of its subcontractors acts and omissions under this Agreement.

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article upon mutual agreement with COMPANY.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, AND TORT CLAIMS. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
 P.O. Box 1152
 Midland, Texas 79702

If to COMPANY: Lockton-Dunning Series of Lockton Companies, LLC
 6900 Dallas Pkwy, Suite 400
 Plano, Texas 75024

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect.

CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY & LIABILITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE

PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF

A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY IN THIS SECTION INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

COMPANY:

By: _____
Krill Cunningham, Senior Vice President

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Lockton-Dunning Series of Lockton Companies, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20____.

Notary Public, State of Texas

EXHIBIT “A”

Client Services Attachment to Agreement between City of Midland and Lockton-Dunning Series of Lockton Companies, LLC

This Client Services Attachment (hereinafter referred to as the “Attachment”) sets out the services contemplated by the agreement to which it is attached (hereinafter referred to as the “Agreement”).

I. Service Compensation

- A. Services provided by Lockton as set forth in Addendum A will be performed for annual compensation as provided in the Agreement (“Fee”), to be invoiced monthly. Notwithstanding the above, Lockton agrees not to accrue the Fee or invoice Client for a maximum period of one hundred and eighty (180) days from the Effective Date of the Agreement.
 - Payment of all invoices submitted under the Agreement will be made within thirty (30) days.
- B. Client acknowledges that commissions may be paid by insurance companies, other intermediaries, or third parties (“Commissions”) for the placement and/or renewal of voluntary insurance products by Lockton as set forth in Addendum A to this Attachment. Client consents and agrees to Lockton’s ability to receive Commissions under all circumstances.
- C. Client further acknowledges that Lockton may receive certain incentive compensation including contingency payments, overrides, and bonuses as a result of being Client’s insurance broker (collectively, “Additional Compensation”). Client consents and agrees to Lockton’s ability to receive such Additional Compensation under all circumstances.
- D. Client further acknowledges that the IAS Series of Lockton Specialties, LLC (“IAS”) has or will perform services as set forth in Addendum A specific to life, disability and leave administration. IAS may be entitled to receive certain compensation from the applicable carrier attributable to these services provided to Client or on Client’s behalf (“IAS Fee”). Client agrees the IAS Fee is reasonable based on the services being provided by IAS.
- E. Client further acknowledges that Lockton may receive fees, commissions, or other forms of compensation (collectively, “Vendor Management Fees”) for the performance of certain core and/or optional services listed in Addendum A. Client consents and agrees to Lockton’s ability to receive such Vendor Management Fees under all circumstances.

II. Services

- A. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Attachment. Client shall not: 1) request that Lockton place coverage on any additional line(s) of business; 2) request that Lockton provide other services beyond those set forth in Addendum A; or 3) cause the level and/or scope of services needed by Client to significantly exceed the level of services as contemplated at the inception of the Agreement.

- B. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.
- C. **Modeling and Analytics Services.** Lockton provides various modeling and/or data analytics services to its clients ("Modeling and Analytics Services") and may provide such services to Client. Client authorizes Lockton to 1) disclose information it receives from Client, its insurers and/or third-party administrators to Lockton's affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton's control, actual results may differ materially from Lockton's projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information, or 2) actual results differ from Lockton's projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

III. Termination of Services

Client may terminate the Agreement at any time with sixty (60) days written notice to the other party. Should Client terminate Lockton or designate an entity or individual other than Lockton as its agent of record at any time subsequent to the date of the Agreement, Lockton shall immediately cease providing services under the Agreement and will assist in the transition to a new broker/consultant. In such event, Lockton shall bill Client for the Fee relating to Services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of the Agreement. Moreover, Lockton shall be entitled to receive all Commission and Additional Compensation income earned up to the effective date of termination.

IV. Confidentiality

- A. **Confidential Information.** Lockton and Client acknowledge that the nature of Lockton's services provided to Client may result in either party (the "Disclosing Party") disclosing to the other party (the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. Client acknowledges and consents to Lockton's use and disclosure of information in the course of performing marketing, services, claims handling, risk management and/or insurances renewal services for Client. For purposes of this Attachment, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; carrier rate and discount data; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

- B. **Exclusions.** Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) the Receiving Party is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.
- C. **Receiving Party's Confidentiality Duties.** In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, and except as otherwise required by the Texas Public Information Act, the Receiving Party hereby agrees as follows:
1. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than the advancement of the services contemplated herein.
 2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.
 3. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Attachment by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.
 4. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Attachment.

V. General Conditions

- A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Attachment, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.
- B. The services of Lockton shall be performed in a professional manner for the Client. More specifically, Client and Lockton agree that for the purposes of providing its services under the Agreement, Lockton shall at all times: (1) exercise a duty of care, skill, prudence and diligence under the circumstances prevailing that a prudent person acting in a like capacity and familiar with Client's benefits program would use in the discharge of Lockton's services, (2) exercise a duty of good faith and fair dealing, (3)

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act in Client's best interest and to put Client's interest ahead of its own, (4) fully and fairly disclose all material facts relating to its vendor or other third-party business relationships and compensation arrangements, (5) exercise a duty of care, and (6) provide impartial and honest advice. Client acknowledges and agrees that Lockton will not be acting as a fiduciary pursuant to ERISA or applicable law.

- C. The Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them.
- D. Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors, deficiencies or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are the result of, arise from, or are based, in whole or in part, on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.
- E. Lockton is not obligated to utilize any particular insurer. In addition, Lockton is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which Lockton shall endeavor to make known to Client. Lockton shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Lockton does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Lockton will not take any action to replace Client's insurers unless Client instructs Lockton to do so.
- F. Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.
- G. Lockton will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including, without limitation, any acts or omissions occurring prior or subsequent to Lockton's engagement.

ADDENDUM A - SCOPE OF SERVICES

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Client Onboarding		
Data collection	At Engagement	✓
Develop client-specific service calendar	At Engagement	✓
Strategic Planning		
Establish goals for benefit plans and total rewards program	Annually	✓
Review workforce needs and trends to develop a benefits program that supports client's overall business objectives	Annually	✓
Compare client's current benefits program to national and peer group benchmarks	Annually	✓
Conduct situational analysis and identify opportunities to: • Contain costs • Optimize vendor network • Create an equitable employee/employer cost structure • Optimize member utilization • Identify operational/administrative inefficiencies and gaps	Annually	✓
Review current and alternative health and welfare delivery models and funding methodologies	Annually	✓
Develop recommended plan design alternatives	Annually	✓
Contribution modeling for employees and employer	Annually	✓
Benchmarking		
Utilize the most relevant survey tools including: • Lockton's Book of Business medical plan design, contribution and costs survey • Lockton's National Survey • Publicly available surveys with Public/Private and Industry cuts • Industry group surveys <i>Includes Medical, Rx, Dental, Vision</i>	Annually	✓
Analyze health plan historical cost trend analysis vs. peer and national benchmarks	Annually	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Implementation Process		
Management of vendor implementations, plan design document reviews and coordination between the client and vendor	As Needed	✓
Financial Management and Reporting		
Monthly Financial Reporting: • Paid claims • Enrollment • Actual plan expenses compared to budget • High claimant activity ○ (Medical / Pharmacy only) • Aggregate stop loss analysis including paid loss ratio and aggregate loss ratio (Self-funded only) ○ (Medical / Pharmacy only, as applicable)	Monthly	✓
Actuarial Services		
Develop emerging and projected budgets based on historical paid claims and current market trends	Annually	✓
Funding rate & COBRA rate development	Annually	✓
IBNR calculations	Semi-Annually	✓
Plan design change valuation	Annually	✓
Enrollment migration modeling	Annually	✓
Medicare Part D Creditable Coverage Determination by plan	Annually	✓
Post enrollment analysis	Annually	✓
Budget variance analysis	Annually	✓
Infolock® Data Intelligence		
Infolock Data Warehouse and Intelligence	Ongoing	✓
Infolock clinical review	Annually	✓
Lockton Pharmacy Solutions		
Pharmacy Benefit Manager contract review	Annually	✓
Reconciliation of contractual discounts and rebates	Annually	✓
Program design recommendations and clinical insights	Annually	✓
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<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Market check	As Needed; Up to every 18 months	✓
Precision Health Services		
Precision Health specialists focused on population health:		
- Develop multi-year wellness programs - Vendor assessment & ongoing management - Evaluate opportunities for wellness intervention programs	As Needed	✓
Compliance Services		
Annual compliance calendar	Annually	✓
Inventory of compliance-related documents	As Requested	✓
Research legislative/regulatory issues	As Necessary	✓
Periodic topical webcasts and seminars	Ongoing	✓
Compliance alerts, newsletters and employer guides	Ongoing	✓
Provide updates on trends and developments for Health & Welfare legislative guidance and changes	Ongoing	✓
Review SPDs and benefit summaries for accurate terms, plan requirements and plan design	As Requested	✓
Draft Client-specific Section 125 cafeteria plan document (fulfilled by a third-party vendor at a pass-through cost)	As Necessary	✓
Compliance training in areas of COBRA, Medicare, etc.	As Requested	✓
HIPAA compliance toolkit including HIPAA training	As Needed	✓
ACA Compliance support	Ongoing	✓
Compliance Reference Library	Ongoing	✓
Communication Services		
Facilitate communication strategy	Annually	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Employee Benefits Communications template-driven documents: - Employee Benefit Guide or Benefit Highlights Brochure - PowerPoint presentation for employee meetings - Vendor contact card - Annual enrollment postcard - Annual enrollment posters - Home mailers - Employee new hire guide - Access to employee benefits education video library <i>Edits fulfilled through Workfront system; up to 6 rounds of revisions included</i>	Annually; Service offering includes up to 4 documents, and 4 variations of each document	✓
Support Open Enrollment preparation and education - Prepare Open Enrollment "Train the Trainer" presentation - Up to two virtual training sessions - Host up to 4 virtual Open Enrollment education sessions for employees	As Necessary	✓
Distribute "Lifestyle Benefits" communication newsletter	Monthly	✓
Ongoing Service & Vendor Management		
Facilitate service meetings with vendors to address issues/problems and measure results against performance standards	As Necessary	✓
Provide assistance in resolving in scope Health & Welfare vendor service issues	Ongoing	✓
Regularly scheduled virtual calls to review open items and projects	Bi-weekly	✓
Provide benefit changes and plan details in Lockton formats to benefits outsourcing partner and communication resource(s): - Plan design changes - Employee contributions and COBRA rates - Vendor rates of premium equivalent rates - Vendor contact information	Annually	✓
Stop Loss Management		
Renewal, marketing / placement and implementation	Annually	✓
Ongoing Management: - Ongoing monitoring of stop loss reporting for cost-savings opportunities - Ensure timely claim reimbursement - Provide year-end reconciliation of excess claims	Ongoing	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Complex Claims and Clinical Consulting		
Claims Reviews		
Historical paid claims on top five high-cost members annually		
Clinical notes on condition and treatment of members		
Ongoing low and high projected costs	Ongoing	✓
Year-end claims for budget projections and marketing period		
Laser Reviews		
Historical paid claims on high-cost members		
Cost Containment Reviews for savings opportunities	Ongoing	✓
Integrated Absence Solutions		
Life/Disability/Leave renewals and marketing	Ongoing	✓
Benchmarking assessment	Ongoing	✓
Carrier advocacy	Ongoing	✓
Renewal, Marketing and Vendor Selection		
Request and coordinate renewal activities with all vendors:		
- Medical - Prescription Drug - Dental - Vision - Other ancillary lines (as applicable)	As Necessary	✓
Request, coordinate and negotiate renewal activities with applicable vendors	As Necessary	✓
Prepare and present a detailed marketing and renewal report that would include:		
- Total and itemized cost results - Rate guarantees - Network discount analysis - Provider disruption analysis - Service capabilities - Performance guarantees - Benefit designs and variances - Carrier financial ratings - Executive summary of final decisions, including cost analysis associated with program changes and / or price changes	As Necessary	✓

AGREEMENT

THIS AGREEMENT is made and effective the 11th day of September 2024, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Lockton-Dunning Series of Lockton Companies, LLC (“*COMPANY*”). *CITY* and *COMPANY* are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which *COMPANY* shall perform employee benefits consulting and brokerage services (the “*Services*”) for *CITY*. The *Services* are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the *Services* in a manner consistent with the same level of skill and care as other consultants that perform similar services for similar projects in approximately the same region and at approximately the same point in time. *COMPANY* represents that any employee who performs the *Services* shall be fully qualified and competent to perform the *Services*.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay *COMPANY* an annual amount of \$95,000.00 for the performance of the *Services* during the first year of the term, \$98,325.00 for the performance of the *Services* during the second year of the term, \$101,766.38 for the performance of the *Services* during the third year of the term, \$105,328.20 for the performance of the *Services* during the fourth year of the term, and \$109,014.69 for the performance of the *Services* during the fifth year of the term. *CITY* agrees to pay *COMPANY* upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses that *COMPANY* incurs during the previous month for which *COMPANY* receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date *COMPANY*’s invoice is received by *CITY*, *CITY* shall pay the full amount of such invoice; provided, however, that if *CITY* objects to any portion of an invoice, *CITY* shall notify *COMPANY* of *CITY*’s objection and the grounds therefor within

fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from September 11, 2024 until September 10, 2029, unless the Agreement is terminated as otherwise provided in this Agreement.

CITY shall have the option to extend the term of this Agreement for three additional one-year periods by providing written notice to COMPANY of CITY's desire to extend the term of the Agreement not later than 60 days prior to the end of the then-current term. If CITY exercises this option, CITY agrees to pay COMPANY an annual amount of \$112,830.20 for the performance of the Services during the first renewal period. If CITY exercises this option a second time, CITY agrees to pay COMPANY an annual amount of \$116,779.26 for the performance of the Services during the second renewal period. If CITY exercises this option a third time, CITY agrees to pay COMPANY an annual amount of \$120,866.53 for the performance of the Services during the third renewal period.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least sixty (60) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data (“*Instruments of Service*”) given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perform the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and amounts with companies authorized to do business in

the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
Aggregate	\$2,000,000 general aggregate
Business Automobile Liability:	\$1,000,000.00 each accident-
Workers' Compensation:	Statutory limits
Employers' Liability:	\$500,000.00 per accident or occurrence

The Commercial General Liability policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability policy shall cover any vehicle for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be \$250,000.00 covering any vehicle used for the execution of the Services. This policy shall waive subrogation in favor of CITY.

The Workers' Compensation policy shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Agreement. The Workers' Compensation policy shall waive all rights of subrogation in favor of CITY.

COMPANY shall ensure a notice of cancellation will be provided to the CITY in accordance with policy provisions.

COMPANY shall be responsible for any of its subcontractors acts and omissions under this Agreement.

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article upon mutual agreement with COMPANY.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE), COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

CITY's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, AND TORT CLAIMS. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
 P.O. Box 1152
 Midland, Texas 79702

If to COMPANY: Lockton-Dunning Series of Lockton Companies, LLC
 6900 Dallas Pkwy, Suite 400
 Plano, Texas 75024

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any contrary provision contained herein, COMPANY's failure to comply with the requirements herein shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Agreement are reasonable.

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Sections 2271.002, 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Agreement, COMPANY hereby verifies:

- COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement;
- COMPANY does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and
- COMPANY does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against any firearm entity or firearm trade association.

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

O. Conflict of Terms. If a conflict of terms or language exists between: (i) any of the provisions of this Agreement; and (ii) any of the provisions contained in any exhibit(s) attached to this Agreement, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the Parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Agreement that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect.

CITY's sole and exclusive obligations under this Agreement are contained in the provisions of this Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

P. Iron or Steel Products Statute. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Agreement shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY & LIABILITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE

PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO: 1) ANY DAMAGES AWARDED IN CONJUNCTION WITH A FINAL JUDICIAL DETERMINATION OF FRAUD OR GROSS NEGLIGENCE OR 2) PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENT, WILLFUL OR INTENTIONAL ACTS OF

A PARTY OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. REFERENCES TO A PARTY IN THIS SECTION INCLUDE SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND DOMESTIC AND INTERNATIONAL AFFILIATED ENTITIES.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

COMPANY:

By: _____
Kril Cunningham, Senior Vice President

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Lockton-Dunning Series of Lockton Companies, LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __day of _____, 20____.

Notary Public, State of Texas

EXHIBIT “A”

Client Services Attachment to Agreement between City of Midland and Lockton-Dunning Series of Lockton Companies, LLC

This Client Services Attachment (hereinafter referred to as the “Attachment”) sets out the services contemplated by the agreement to which it is attached (hereinafter referred to as the “Agreement”).

I. Service Compensation

- A. Services provided by Lockton as set forth in Addendum A will be performed for annual compensation as provided in the Agreement (“Fee”), to be invoiced monthly. Notwithstanding the above, Lockton agrees not to accrue the Fee or invoice Client for a maximum period of one hundred and eighty (180) days from the Effective Date of the Agreement.
 - Payment of all invoices submitted under the Agreement will be made within thirty (30) days.
- B. Client acknowledges that commissions may be paid by insurance companies, other intermediaries, or third parties (“Commissions”) for the placement and/or renewal of voluntary insurance products by Lockton as set forth in Addendum A to this Attachment. Client consents and agrees to Lockton’s ability to receive Commissions under all circumstances.
- C. Client further acknowledges that Lockton may receive certain incentive compensation including contingency payments, overrides, and bonuses as a result of being Client’s insurance broker (collectively, “Additional Compensation”). Client consents and agrees to Lockton’s ability to receive such Additional Compensation under all circumstances.
- D. Client further acknowledges that the IAS Series of Lockton Specialties, LLC (“IAS”) has or will perform services as set forth in Addendum A specific to life, disability and leave administration. IAS may be entitled to receive certain compensation from the applicable carrier attributable to these services provided to Client or on Client’s behalf (“IAS Fee”). Client agrees the IAS Fee is reasonable based on the services being provided by IAS.
- E. Client further acknowledges that Lockton may receive fees, commissions, or other forms of compensation (collectively, “Vendor Management Fees”) for the performance of certain core and/or optional services listed in Addendum A. Client consents and agrees to Lockton’s ability to receive such Vendor Management Fees under all circumstances.

II. Services

- A. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Attachment. Client shall not: 1) request that Lockton place coverage on any additional line(s) of business; 2) request that Lockton provide other services beyond those set forth in Addendum A; or 3) cause the level and/or scope of services needed by Client to significantly exceed the level of services as contemplated at the inception of the Agreement.

- B. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.
- C. **Modeling and Analytics Services.** Lockton provides various modeling and/or data analytics services to its clients ("Modeling and Analytics Services") and may provide such services to Client. Client authorizes Lockton to 1) disclose information it receives from Client, its insurers and/or third-party administrators to Lockton's affiliates, parents, employees, and/or to third parties as necessary to perform such Modeling and Analytics Services, and 2) contribute such information to benchmarking databases created by or for Lockton to facilitate the creation of analytic reports for its clients, provided that such reports shall not include any information that personally identifies Client or its employees.

Modeling and Analytics Services will be based upon a number of assumptions, conditions and factors, as well as information provided by third parties. If any such information provided to or utilized by Lockton is inaccurate, incomplete or should change, the Modeling and Analytics Services provided by Lockton could be materially affected. As Modeling and Analytics Services are subject to inherent uncertainty and involve variables beyond Lockton's control, actual results may differ materially from Lockton's projections. The parties agree that Lockton shall have no liability to Client if 1) Lockton is provided inaccurate or incomplete information, or 2) actual results differ from Lockton's projections. Modeling and Analytics Services do not constitute, and are not intended to be a substitute for, independent actuarial, accounting or tax advice.

III. Termination of Services

Client may terminate the Agreement at any time with sixty (60) days written notice to the other party. Should Client terminate Lockton or designate an entity or individual other than Lockton as its agent of record at any time subsequent to the date of the Agreement, Lockton shall immediately cease providing services under the Agreement and will assist in the transition to a new broker/consultant. In such event, Lockton shall bill Client for the Fee relating to Services provided up to the effective date of termination on a pro rata basis in accordance with the compensation terms of the Agreement. Moreover, Lockton shall be entitled to receive all Commission and Additional Compensation income earned up to the effective date of termination.

IV. Confidentiality

- A. **Confidential Information.** Lockton and Client acknowledge that the nature of Lockton's services provided to Client may result in either party (the "Disclosing Party") disclosing to the other party (the "Receiving Party") certain of Disclosing Party's information ("Information"), some of which may be of a confidential or proprietary nature. Client acknowledges and consents to Lockton's use and disclosure of information in the course of performing marketing, services, claims handling, risk management and/or insurances renewal services for Client. For purposes of this Attachment, Information shall mean any and all nonpublic information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; customer information; carrier rate and discount data; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

- B. **Exclusions.** Information shall not include any information that: 1) is or becomes publicly known and generally available in the public domain through no wrongful action or disclosure by the Receiving Party; 2) becomes known by the Receiving Party without any obligation to hold such information in confidence; 3) is received from a third party without similar restrictions known to the Receiving Party; 4) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Information; or 5) the Receiving Party is required by law, regulation, summons, subpoena or similar judicial, regulatory or administrative order or proceeding to disclose, but only to the extent and for the purpose of such required disclosure, provided the Receiving Party, unless prohibited by law, gives the Disclosing Party prompt written notice of such required disclosure to enable the Disclosing Party to pursue protective measures.
- C. **Receiving Party's Confidentiality Duties.** In consideration of the Disclosing Party's disclosure of Information to the Receiving Party, and except as otherwise required by the Texas Public Information Act, the Receiving Party hereby agrees as follows:
1. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Information, and shall not use the Information for any purpose other than the advancement of the services contemplated herein.
 2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, publish or disclose to others any of the Information, except that Client expressly authorizes Lockton to disclose Client's Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing the services contemplated herein.
 3. The Parties acknowledge that any unauthorized disclosure or use of the Information in violation of this Attachment by a Receiving Party may cause the Disclosing Party irreparable harm, and that money damages alone, the amount of which might be difficult to ascertain, might be an inadequate remedy and, therefore, agree that the Disclosing Party shall have the right to seek injunctive relief in addition to any other remedies otherwise available to the Disclosing Party at law or in equity.
 4. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting the Information, except that the Receiving Party shall be permitted to retain an archival copy of the Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Information is not feasible, the Receiving Party shall maintain the Information pursuant to the terms and conditions of this Attachment.

V. General Conditions

- A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Attachment, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.
- B. The services of Lockton shall be performed in a professional manner for the Client. More specifically, Client and Lockton agree that for the purposes of providing its services under the Agreement, Lockton shall at all times: (1) exercise a duty of care, skill, prudence and diligence under the circumstances prevailing that a prudent person acting in a like capacity and familiar with Client's benefits program would use in the discharge of Lockton's services, (2) exercise a duty of good faith and fair dealing, (3)

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September 10, 2024

act in Client's best interest and to put Client's interest ahead of its own, (4) fully and fairly disclose all material facts relating to its vendor or other third-party business relationships and compensation arrangements, (5) exercise a duty of care, and (6) provide impartial and honest advice. Client acknowledges and agrees that Lockton will not be acting as a fiduciary pursuant to ERISA or applicable law.

- C. The Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them.
- D. Client shall be solely responsible for the accuracy and completeness of all information furnished to Lockton and/or to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the services contemplated herein. Lockton shall not be responsible for independently verifying the accuracy or completeness of any information that Client provides, and Lockton shall be entitled to rely on such information. Lockton shall have no liability for any errors, deficiencies or omissions in any services provided to Client, including the placement of insurance on Client's behalf, that are the result of, arise from, or are based, in whole or in part, on inaccurate or incomplete information provided to Lockton. Client understands that the failure to provide accurate and complete information to an insurer, whether intentional or by error, could result in the denial of claims or rescission of coverage altogether. Client will review all policy documents provided to Client by Lockton and shall inform Lockton of any inaccuracies, deficiencies or discrepancies contained therein.
- E. Lockton is not obligated to utilize any particular insurer. In addition, Lockton is not authorized to make binding commitments on behalf of any insurer, except under certain circumstances which Lockton shall endeavor to make known to Client. Lockton shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. Lockton does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client. Lockton will not take any action to replace Client's insurers unless Client instructs Lockton to do so.
- F. Any reports or advice provided by Lockton should not be relied upon as accounting, legal, actuarial or tax advice. In all instances, Lockton recommends that Client seek independent advice on such matters from professional accounting, legal, actuarial and tax advisors.
- G. Lockton will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented or placed by another broker, including, without limitation, any acts or omissions occurring prior or subsequent to Lockton's engagement.

ADDENDUM A - SCOPE OF SERVICES

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Client Onboarding		
Data collection	At Engagement	✓
Develop client-specific service calendar	At Engagement	✓
Strategic Planning		
Establish goals for benefit plans and total rewards program	Annually	✓
Review workforce needs and trends to develop a benefits program that supports client's overall business objectives	Annually	✓
Compare client's current benefits program to national and peer group benchmarks	Annually	✓
Conduct situational analysis and identify opportunities to: • Contain costs • Optimize vendor network • Create an equitable employee/employer cost structure • Optimize member utilization • Identify operational/administrative inefficiencies and gaps	Annually	✓
Review current and alternative health and welfare delivery models and funding methodologies	Annually	✓
Develop recommended plan design alternatives	Annually	✓
Contribution modeling for employees and employer	Annually	✓
Benchmarking		
Utilize the most relevant survey tools including: • Lockton's Book of Business medical plan design, contribution and costs survey • Lockton's National Survey • Publicly available surveys with Public/Private and Industry cuts • Industry group surveys <i>Includes Medical, Rx, Dental, Vision</i>	Annually	✓
Analyze health plan historical cost trend analysis vs. peer and national benchmarks	Annually	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Implementation Process		
Management of vendor implementations, plan design document reviews and coordination between the client and vendor	As Needed	✓
Financial Management and Reporting		
Monthly Financial Reporting: • Paid claims • Enrollment • Actual plan expenses compared to budget • High claimant activity ○ (Medical / Pharmacy only) • Aggregate stop loss analysis including paid loss ratio and aggregate loss ratio (Self-funded only) ○ (Medical / Pharmacy only, as applicable)	Monthly	✓
Actuarial Services		
Develop emerging and projected budgets based on historical paid claims and current market trends	Annually	✓
Funding rate & COBRA rate development	Annually	✓
IBNR calculations	Semi-Annually	✓
Plan design change valuation	Annually	✓
Enrollment migration modeling	Annually	✓
Medicare Part D Creditable Coverage Determination by plan	Annually	✓
Post enrollment analysis	Annually	✓
Budget variance analysis	Annually	✓
Infolock® Data Intelligence		
Infolock Data Warehouse and Intelligence	Ongoing	✓
Infolock clinical review	Annually	✓
Lockton Pharmacy Solutions		
Pharmacy Benefit Manager contract review	Annually	✓
Reconciliation of contractual discounts and rebates	Annually	✓
Program design recommendations and clinical insights	Annually	✓
PACKET	8.46	September 10, 2024

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Market check	As Needed; Up to every 18 months	✓
Precision Health Services		
Precision Health specialists focused on population health:		
- Develop multi-year wellness programs - Vendor assessment & ongoing management - Evaluate opportunities for wellness intervention programs	As Needed	✓
Compliance Services		
Annual compliance calendar	Annually	✓
Inventory of compliance-related documents	As Requested	✓
Research legislative/regulatory issues	As Necessary	✓
Periodic topical webcasts and seminars	Ongoing	✓
Compliance alerts, newsletters and employer guides	Ongoing	✓
Provide updates on trends and developments for Health & Welfare legislative guidance and changes	Ongoing	✓
Review SPDs and benefit summaries for accurate terms, plan requirements and plan design	As Requested	✓
Draft Client-specific Section 125 cafeteria plan document (fulfilled by a third-party vendor at a pass-through cost)	As Necessary	✓
Compliance training in areas of COBRA, Medicare, etc.	As Requested	✓
HIPAA compliance toolkit including HIPAA training	As Needed	✓
ACA Compliance support	Ongoing	✓
Compliance Reference Library	Ongoing	✓
Communication Services		
Facilitate communication strategy	Annually	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Employee Benefits Communications template-driven documents: - Employee Benefit Guide or Benefit Highlights Brochure - PowerPoint presentation for employee meetings - Vendor contact card - Annual enrollment postcard - Annual enrollment posters - Home mailers - Employee new hire guide - Access to employee benefits education video library <i>Edits fulfilled through Workfront system; up to 6 rounds of revisions included</i>	Annually; Service offering includes up to 4 documents, and 4 variations of each document	✓
Support Open Enrollment preparation and education - Prepare Open Enrollment "Train the Trainer" presentation - Up to two virtual training sessions - Host up to 4 virtual Open Enrollment education sessions for employees	As Necessary	✓
Distribute "Lifestyle Benefits" communication newsletter	Monthly	✓
Ongoing Service & Vendor Management		
Facilitate service meetings with vendors to address issues/problems and measure results against performance standards	As Necessary	✓
Provide assistance in resolving in scope Health & Welfare vendor service issues	Ongoing	✓
Regularly scheduled virtual calls to review open items and projects	Bi-weekly	✓
Provide benefit changes and plan details in Lockton formats to benefits outsourcing partner and communication resource(s): - Plan design changes - Employee contributions and COBRA rates - Vendor rates of premium equivalent rates - Vendor contact information	Annually	✓
Stop Loss Management		
Renewal, marketing / placement and implementation	Annually	✓
Ongoing Management: - Ongoing monitoring of stop loss reporting for cost-savings opportunities - Ensure timely claim reimbursement - Provide year-end reconciliation of excess claims	Ongoing	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
Complex Claims and Clinical Consulting		
Claims Reviews Historical paid claims on top five high-cost members annually Clinical notes on condition and treatment of members Ongoing low and high projected costs Year-end claims for budget projections and marketing period Laser Reviews Historical paid claims on high-cost members	Ongoing	✓
Cost Containment Reviews for savings opportunities	Ongoing	✓
Integrated Absence Solutions		
Life/Disability/Leave renewals and marketing	Ongoing	✓
Benchmarking assessment	Ongoing	✓
Carrier advocacy	Ongoing	✓
Renewal, Marketing and Vendor Selection		
Request and coordinate renewal activities with all vendors:		
• Medical • Prescription Drug • Dental • Vision • Other ancillary lines (as applicable)	As Necessary	✓
Request, coordinate and negotiate renewal activities with applicable vendors	As Necessary	✓
Prepare and present a detailed marketing and renewal report that would include:		
• Total and itemized cost results • Rate guarantees • Network discount analysis • Provider disruption analysis • Service capabilities • Performance guarantees • Benefit designs and variances • Carrier financial ratings • Executive summary of final decisions, including cost analysis associated with program changes and / or price changes	As Necessary	✓



City Council Meeting

Item Number: 9
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT TO RIG SAFE SOLUTIONS INC. FOR ANNUAL GENERATOR MAINTENANCE FOR AN ANNUAL COST NOT TO EXCEED \$59,620.00 (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution awarding an annual Generator Maintenance contract to Rig Safe Solutions, Inc. for an annual cost of \$59,620.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General Fund

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Manager approved specifications and authorized advertisement for bids for Annual Generator Maintenance for City owned equipment. Bid requests were issued to twenty-seven (27) vendors. We received six (6) bids. Staff recommends awarding a service contract to Rig Safe Solutions LLC. Please see the attached memo from Mark Garcia, Facilities Services Superintendent, for further information.

Therefore, please consider a resolution awarding an annual Generator Maintenance contract to Rig Safe Solutions, Inc. for an annual cost of \$59,620.00.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Regina Stephenson, General Services Director

FROM: Mark Garcia, Facilities Services Manager

SUBJECT: Request for Bids 24003020R for an annual Generator Maintenance Service Contract

DATE: August 27, 2024

The annual generator maintenance service request for bids was sent to twenty-seven (27) potential bidders. We received six (6) responsive bids. The apparent low bidder was contacted and was unable to comply with the contract terms. Staff recommends awarding the service contract to the next low bidder, Rig Safe Solutions, Inc. References for Rig Safe Solutions, Inc. were contacted and it appears that Rig Safe Solutions, Inc. will be able to provide generator maintenance services as required. Rig Safe Solutions, Inc. has stated that they will comply with the contract terms.

Therefore, please consider a resolution awarding a contract for annual generator maintenance services to Rig Safe Solutions, Inc. of Magnolia, Texas for an annual cost of \$59,620.00. This contract has four (4) one (1) year renewals so the potential contract amount for five (5) years is \$298,100.00.

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT TO RIG
SAFE SOLUTIONS INC. FOR ANNUAL GENERATOR
MAINTENANCE FOR AN ANNUAL COST NOT TO
EXCEED \$59,620.00**

WHEREAS, the City Manager approved plans and specification and authorized advertisement for bids for annual generator maintenance; and

WHEREAS, the bids were opened on July 10, 2024, with the lowest responsible and responsive bid being submitted by Rig Safe Solutions Inc. as shown on the tabulation attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Rig Safe Solutions Inc. for said annual generator maintenance to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Rig Safe Solutions Inc. for said annual generator maintenance;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract not to exceed an annual cost of \$59,620.00 with Rig Safe Solutions Inc. for the said annual generator maintenance. Said contract to be kept on file in the office of the City Secretary and referenced by the date and number of this Resolution.

SECTION TWO. That funding shall be available in the 2025 Operating Budget of the General Fund.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Rig Safe Solutions Inc. pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the

City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

S:\Resolutions\Purchase\2024\Contracts\Award Contract - Annual Generator Maintenance.wpd

24003020R Generator Maintenance
Bid Opening: July 10, 2024

Vendor			4 Flags Enterprises LLC			Divine Power Group			LARMAR INDUSTRIES -			Loftin Equipment Co.			Poffs Power Solutions			RSS - Rig Safe Solutions		
Total Cost			\$78,205.00			\$84,000.00			DFW\$56,509.00			\$40,540.00			\$144,474.00			\$59,620.00		
#	Items	Quantity Required	Cost per PM1	Cost for PM2	Total Cost	Cost per PM1	Cost for PM2	Total Cost	Cost per PM1	Cost for PM2	Total Cost	Cost per PM1	Cost for PM2	Total Cost	Cost per PM1	Cost for PM2	Total Cost	Cost per PM1	Cost for PM2	Total Cost
#0-1	Central Fire Station	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$890.00	\$1,155.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-2	Fire Station #2	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$860.00	\$1,125.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-3	Fire Station #3	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$860.00	\$1,125.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-4	Fire Station #4	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$860.00	\$1,125.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-5	Fire Station #5	1	\$515.00	\$930.00	\$1,445.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,175.00	\$1,440.00	\$340.00	\$1,465.00	\$1,805.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,010.00	\$1,440.00
#0-6	Fire Station #6	1	\$515.00	\$1,000.00	\$1,515.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,045.00	\$1,310.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-7	Fire Station #8	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$860.00	\$1,125.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-8	Fire Station #9	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$860.00	\$1,125.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-9	Fire Station #10	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$890.00	\$1,155.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-10	Fire Station #11	1	\$515.00	\$930.00	\$1,445.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,175.00	\$1,440.00	\$370.00	\$1,520.00	\$1,890.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,010.00	\$1,440.00
#0-11	Airport Pump station	1	\$515.00	\$1,650.00	\$2,165.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,095.00	\$1,360.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,010.00	\$1,440.00
#0-12	Air Terminal	1	\$515.00	\$1,368.00	\$1,883.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,095.00	\$1,360.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,250.00	\$1,680.00
#0-13	Airport FireStation #7	1	\$515.00	\$932.00	\$1,447.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$870.00	\$1,135.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$910.00	\$1,340.00
#0-14	Airport Lighting	1	\$515.00	\$1,368.00	\$1,883.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,095.00	\$1,360.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,250.00	\$1,680.00
#0-15	Baseball Field	1	\$515.00	\$1,259.00	\$1,774.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,095.00	\$1,360.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,250.00	\$1,680.00
#0-16	Building # 6, Garage	1	\$515.00	\$930.00	\$1,445.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$870.00	\$1,135.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,250.00	\$1,680.00
#0-17	Football Field	1	\$515.00	\$1,368.00	\$1,883.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,095.00	\$1,360.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,250.00	\$1,680.00
#0-18	Health Department	1	\$465.00	\$779.00	\$1,244.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,125.00	\$1,390.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,010.00	\$1,440.00
#0-19	Municipal Court	1	\$515.00	\$1,000.00	\$1,515.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,095.00	\$1,360.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,010.00	\$1,440.00
#0-20	Police Dept.	1	\$515.00	\$1,421.00	\$1,936.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,670.00	\$1,935.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,250.00	\$1,680.00
#0-21	Police Training	1	\$515.00	\$898.00	\$1,413.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$835.00	\$1,100.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$810.00	\$1,240.00
#0-22	Service Center Pumps	1	\$515.00	\$930.00	\$1,445.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$830.00	\$1,095.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$810.00	\$1,240.00
#0-23	Water Plant	1	\$515.00	\$1,316.00	\$1,831.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,420.00	\$1,685.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$1,010.00	\$1,440.00
#0-24	Edgewood Water Lab	1	\$515.00	\$883.00	\$1,398.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$834.00	\$1,099.00	No Bid	No Bid	\$0.00	\$1,057.00	\$1,757.00	\$2,814.00	\$430.00	\$810.00	\$1,240.00
#0-25	City Hall	1	\$515.00	\$993.00	\$1,508.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,370.00	\$1,635.00	No Bid	No Bid	\$0.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-26	Midland utility Service Center	1	\$515.00	\$927.00	\$1,442.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,125.00	\$1,390.00	No Bid	No Bid	\$0.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$910.00	\$1,340.00
#0-27	Landfill	1	\$515.00	\$928.00	\$1,443.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$870.00	\$1,135.00	No Bid	No Bid	\$0.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$910.00	\$1,340.00
#0-28	Bush Center	1	\$515.00	\$1,000.00	\$1,515.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$1,120.00	\$1,385.00	No Bid	No Bid	\$0.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-29	Kermit Generator	1	\$715.00	\$1,281.00	\$1,996.00	\$300.00	\$1,700.00	\$2,000.00	\$340.00	\$1,275.00	\$1,615.00	\$810.00	\$2,820.00	\$3,630.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-30	Kermit Generator	1	\$715.00	\$1,281.00	\$1,996.00	\$300.00	\$1,700.00	\$2,000.00	\$340.00	\$1,275.00	\$1,615.00	\$810.00	\$2,820.00	\$3,630.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-31	Kermit Generator	1	\$715.00	\$1,281.00	\$1,996.00	\$300.00	\$1,700.00	\$2,000.00	\$340.00	\$1,275.00	\$1,615.00	\$810.00	\$2,820.00	\$3,630.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-32	Kermit Generator	1	\$715.00	\$1,281.00	\$1,996.00	\$300.00	\$1,700.00	\$2,000.00	\$340.00	\$1,275.00	\$1,615.00	\$810.00	\$2,820.00	\$3,630.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-33	Kermit Generator	1	\$715.00	\$1,281.00	\$1,996.00	\$300.00	\$1,700.00	\$2,000.00	\$340.00	\$1,275.00	\$1,615.00	\$810.00	\$2,820.00	\$3,630.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-34	Kermit Generator	1	\$715.00	\$1,281.00	\$1,996.00	\$300.00	\$1,700.00	\$2,000.00	\$340.00	\$1,275.00	\$1,615.00	\$810.00	\$2,820.00	\$3,630.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-35	Kermit Generator	1	\$715.00	\$1,281.00	\$1,996.00	\$300.00	\$1,700.00	\$2,000.00	\$340.00	\$1,275.00	\$1,615.00	\$810.00	\$2,820.00	\$3,630.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-36	Peggy Sue	1	\$515.00	\$968.00	\$1,483.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$935.00	\$1,200.00	\$345.00	\$1,410.00	\$1,755.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,010.00	\$1,440.00
#0-37	Airport radio Tower site	1	\$515.00	\$968.00	\$1,483.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$935.00	\$1,200.00	\$335.00	\$1,395.00	\$1,730.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$910.00	\$1,340.00
#0-38	FIRE STATION #4 Radio tower SITE	1	\$515.00	\$905.00	\$1,420.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$935.00	\$1,200.00	\$330.00	\$1,380.00	\$1,710.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$910.00	\$1,340.00
#0-39	LANDFILL Radio TOWER	1	\$515.00	\$968.00	\$1,483.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$935.00	\$1,200.00	\$305.00	\$1,330.00	\$1,635.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$910.00	\$1,340.00
#0-40	TEXAS & FRONT radio TOWER	1	\$515.00	\$968.00	\$1,483.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$935.00	\$1,200.00	\$315.00	\$1,345.00	\$1,660.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$910.00	\$1,340.00
#0-41	T Bar Terminal	1	\$585.00	\$1,281.00	\$1,866.00	\$300.00	\$1,700.00	\$2,000.00	\$265.00	\$935.00	\$1,200.00	\$435.00	\$2,510.00	\$2,945.00	\$1,057.00	\$2,057.00	\$3,114.00	\$430.00	\$1,250.00	\$1,680.00
#0-42	Software Requirement	1	\$2,000.00	\$9,500.00	\$11,500.00	\$300.00	\$1,700.00	\$2,000.00	\$100.00	\$1,500.00	\$1,600.00	\$0	\$0	\$0.00	\$12,000.00	\$12,000.00	\$24,000.00	\$500.00	\$500.00	\$1,000.00

Bidding Summary

27 Bid requests were issued
6 Bids were listed above
1 No bids were received
18 Bidders did not respond
1 Unresponsive

**CITY OF MIDLAND
SERVICE CONTRACT
#24003020R**

THIS CONTRACT, effective this 11 day of September 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and Rig Safe Solutions, Inc, hereinafter referred to as the "COMPANY".

Projected Annual Cost: \$59,620.00 =

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.
2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.
3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.
4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.
5. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES**

PACKET

9.7

September 10, 2024

S:\PURCH-PDF\PROCFLDR\FY2024\24003020R GENERATOR MAINTENANCE\SERVICE CONTRACT REV 07-31-23.DOC Revised: August 7, 2024

RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

5.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND,

INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

- a. defective work not corrected;
- b. completed service report not submitted;
- c. failure of COMPANY to pay subcontractors or suppliers;
- d. damage to other work or CITY's property or equipment; or
- e. default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of one (1) year, unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of four (4) additional one (1) year periods. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

- a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;
- b. have a designated supervisor on the job site at all times work is in progress;
- c. make no changes in the scheduled work without written authorization from CITY;

- e. permit and facilitate inspection of the work in progress by CITY;
- f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;
- g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;
- h. remedy all defects in workmanship which develop within a period of one (1) year from the date of service report acceptance by CITY; and
- i. not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY.

The above addresses may be changed at any time by providing written notice to the other party.

13. **GOVERNING LAW AND VENUE:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **PROMPT PAY ACT** – CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the “Prompt Pay Act”) does not waive governmental immunity.

18. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY’S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY’S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

19. **WAIVER OF ATTORNEY FEES:** BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY

BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and

except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

21. **GOVERNMENTAL IMMUNITY:** By executing this Contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

22. **ASSIGNMENTS:** COMPANY shall not, either directly or indirectly assign all or any part of this Contract or any interest, right, or privilege herein, without the prior consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **THIRD-PARTY BENEFICIARY:** CITY's approval of this Contract does not create a third-party beneficiary. There is no third-party beneficiary to this Contract. No person or entity who is not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or

employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a “Community of Pecuniary Interest” or an “Equal Right of Control” which would give rise to vicarious liability.

25. **CLEANUP:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the Contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the Contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

26. **WARRANTY:** Neither the final payment nor any provision in this Contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

27. **CONIDERATION:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **TERMINATION AT WILL:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person

	\$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
<u>Worker's Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Worker's Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **COMPLIANCE:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

31. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the “Anti-Boycott Statutes”) apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s)

attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

35. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.
THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of Rig Safe Solutions, Inc, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024.

Notary Public, State of _____



300 NORTH LORAIN
P. O. BOX 1152
MIDLAND, TX 79702
BID NO: 24003020R

CLOSING DATE:

July 10, 2024

CLOSING TIME:

2:00PM

BIDS WILL BE RECEIVED UNTIL **2:00PM** on **7/10/2024** THROUGH BONFIRE FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO: **(Various Locations of the City of Midland)**

DESCRIPTION
Annual Generator Maintenance in Accordance with the attached detail sheet.
Total: \$59,620.00
NOTICE TO BIDDERS: - FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM. - IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS WITHIN 21 DAYS OF THE DATE OF THE TRANSMITTAL LETTER. - IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF CONTRACT, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER. - IMPORTANT NOTICE: IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK. - BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA. PUBLIC INFORMATION: To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR EMAIL PURCHASING@MIDLANDTEXAS.GOV
NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID. THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.
COMPANY NAME: Rig Safe Solutions, INC ADDRESS: CITY: Midland, TX 79705 STATE: TX 79705 PHONE NO: 432-653-0111 EMAIL: j.p. DELIVERY CAN BE MADE: on completion of Award AUTHORIZED SIGNATURE: [Signature]

(THIS IS NOT AN ORDER)

PACKET

9.19

September 10, 2024



Generator Maintenance Contract #24003020

Detail Sheet

1. Central Fire Station UNIT #6001 1500 W. Wall St. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails Travel, physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, travel, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

2. Fire Station 2 UNIT #6085 701 E. Florida Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails Travel, physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, travel, a 2-hour load bank, oil & filter change, primary fuel filter changes or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

3. Fire Station 3 UNIT #2359 1707 N. Lames Rd. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter changes or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

4. Fire Station 4 UNIT #6078 5100 N. Big Spring Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

5. Fire Station 5 UNIT #2320 2210 W. Golf Course Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter changes or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

6. Fire Station 6 UNIT #2306 301 Tradewinds Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

7. Fire Station 8 UNIT #6088 3301 Haynes Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

8. Fire Station 9 UNIT #6108 6005 N. Midland DR. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

9. Station 10 UNIT #6118 4105 Sinclair Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

10. Fire Station 11 UNIT #2330 6600 Briarwood Ave. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

11. Airport Pump Station Unit #3190 Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

12. Air Terminal UNIT #4507 9506 La Force Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter changes or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

13. Airport Fire Station 7 UNIT #6102 2507 Pliska Dr. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

14. Airport lighting UNIT #4519 2400 Pliska Dr. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

15. Baseball Field UNIT Serial #1191553501 5514 Champions Dr. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

16. Football Field UNIT #3412 5514 Champions Dr. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

17. Fleet Services Garage Bldg. 6 UNIT #9119 1701 Orchard Ln. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

18. Health Department UNIT #4795 3301 W. Illinois Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or

cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

19.Municipal Court UNIT #4417 201 E. Texas Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

20.Police Department UNIT #2300 601 N. Loraine Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

21.Police Training UNIT #5703 4214 FM 307 Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

22. Service center pumps UNIT #9507 500 N Carver Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter changes or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

23. Water Plant UNIT #3824 5000 N Midland Dr. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

24. Edgewood Water Lab S/N #3009195071 305 Edgewood Dr. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

25. City Hall UNIT #2328 301 N. Lorraine Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

26. Midland Utility Service Center UNIT #9598 401 N. Carver Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

27. Landfill #7945 7901 E. Garden City Hwy. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

28. Bush Convention Center UNIT #2348 105 S. Main St. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

29. Airport Radio Tower Site Serial #SGM329F6X 9506 La Force BLVD. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or

cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

30.Fire station #4 Radio Tower Site Serial #SGM329F59 5100 N Big Spring Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

31.Landfill Radio Tower Site Serial #SGM329F6W 7901 E. Garden City Hwy Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

32.Peggy Sue Radio Tower Site Serial #SGM329F58 5100 Avalon Dr. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter changes or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

33. Texas & Front Radio Tower Site Serial #SGM329F57 Intersection of East Front and Texas Ave. Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

34. T Bar Terminal Radio Tower Site Unit #3803 4111 FM 1788 Midland, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

35. Kermit Generator Unit #3873 12215 Co. Rd. 101 Kermit, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

36. Kermit Generator Unit #3893 12215 Co. Rd. 101 Kermit, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or

cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

37.Kermit Generator Unit #3883 12215 Co. Rd. 101 Kermit, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

38.Kermit Generator Unit #3833 12215 Co. Rd. 101 Kermit, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

39.Kermit Generator Unit #3843 12215 Co. Rd. 101 Kermit, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

40.Kermit Generator Unit #3863 12215 Co. Rd. 101 Kermit, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

41.Kermit Generator Unit #3853 12215 Co. Rd. 101 Kermit, TX

All generators require scheduled maintenance (PM1) performed annually. PM1 entails physical inspections, oil sample analysis, cooling sample analysis level 1, normal make-up oil & anti-freeze, test run and a written report.

All generators require scheduled maintenance (PM2) performed annually. PM2 entails PM1 services, a 2-hour load bank, oil & filter change, primary fuel filter change or cleaning, secondary fuel filter change, clean breather, all batteries tested, terminals cleaned, coolant sample analysis level 1, coolant additive added if necessary.

42. Software Requirement

Awarded vendor Shall have readily available access to the software required for all Brand of generators on #24003020 detail sheet utilized by The City of Midland in the event of an emergency repair that should involve circuit boards and controllers or any other repair in its class.

VENDOR CONTACT:

All potential vendors shall direct ALL questions, areas for bid clarification and specification verification to the Purchasing Agent IN WRITING, via mail or fax as follows:

The City Of Midland
Office of the Purchasing Agent OR FAX: (432) 685-0523
P.O. Box 1152 E-mail:
purchasing@midlandtexas.gov
Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Verbal responses shall not be considered binding.

Award:

If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code.

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE BIDDER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE BID DOCUMENTS INCLUDING BUT NOT LIMITED TO THE CONTRACT. THE BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE BIDDER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE BIDDER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE BID DOCUMENTS, INCLUDING THE CONTRACT, WITH COMPETENT LEGAL COUNSEL PRIOR TO SUBMISSION OF THE BID OR EXECUTION OF THE CONTRACT.

B. WAIVER: BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR
4. AWARD OF THE CONTRACT.

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

If this form is not signed and included with your bid documents your bid will be considered non-responsive and will be rejected.

Rig Safe Solutions Inc.

07-10-2024

Company Name

Kristina Benton

Authorized Signature

Kristina Benton

Print Above Name

Date

281-656-5212

Phone

Fax



RIG SAFE SOLUTIONS

Generating Reliability

Re: RFP 24-028 (Emergency Generators Inspections, Maintenance and Repairs)

To: City of Midland

What a remarkable year 2024 has already started off to be. We are excited to see you are looking at new vendors for your Generator Maintenance programs. We are thrilled to have the chance to be a part of your story and partner with you to improve the efficiency of your Emergency Power Systems.

Rig Safe Solutions is pleased to offer you innovative solutions to streamline your preventative maintenance programs. We are eager to serve you by offering the following:

- Factory Trained Technicians that know and understand the needs of your power systems
- Automated Service Software that gives you a live view of our preventative Maintenance Services
- 24-hour 7 day a week emergency response statewide
- Competitive pricing without all the hidden fees
- Unparalleled service including customer support to get you your ROI

Our attached proposal shares all the details but if you need any additional information as you consider your options, please let me know. I'd also be happy to connect you with a few of our customers including the ones referenced in this proposal. Our business success only comes from the satisfaction of the customers we have partnered with, and their satisfaction ultimately tells you everything you need to know about Rig Safe Solutions.

We are excited to share our passion for improving your maintenance programs and look forward to the opportunity to work with you as your partner and achieve everything you're looking for in a Generator and Power Systems Partner.

Methodology: Rig Safe Solutions schedules preventative maintenance through our state-of-the-art service software called ServiceTrade. This software tracks each assets history and keeps track of ongoing schedules to ensure preventative maintenance on your Power Systems are never delayed or missed. Service trade also gives you a view of schedules and ongoing repairs to your equipment.

When emergencies arise, and they will, Rig Safe solutions is just a call away. Rig Safe Solutions services City of Midland from our Odessa/Midland Branch. Technicians are mobile and using our GPS trackers we find the closest available technician and can have them in route at a moment's notice.



RIG SAFE SOLUTIONS

Generating Reliability

On every service call, inspections are made of your equipment. We log any deficiencies that are found and quote repairs as soon as pricing is known. This gives you full visibility to the condition of your equipment so you can make informed decisions to keep your equipment running efficiently.

Expertise: Rig Safe Solutions is a Certified Cummins & JCB Dealer and we also partner with other top brands including Caterpillar, Kohler, Olympian, JCB, MQ Power, Generac, Taylor and others. Our technicians are constantly being trained in the latest methods of service and repair and stay up to date on the manufacturers' recommended service methods. Our trucks are rigged out with mobile servicing equipment including oil change Sage Vacs, Cranes, compressors and state of the art tools to ensure we meet your needs.

Management: All of our management have been technicians at one part of our careers. We understand the needs of the customer as well as the needs of the technicians to make your contract a success. With over 40 combined years in the industry our management bring you the expertise you need to keep your equipment online.

Reputation: One of the most dangerous forms of human error is forgetting what one is trying to achieve. Many companies are so busy dreaming of the American Dream, fantasizing about what they could be or have the right to be, that they're all asleep at the switch. Our reputation is what keeps us in business, and we haven't forgotten that, so we keep a close eye on that switch. Mistakes sometimes happen but what sets us apart is our desire to immediately correct it and get it right. We go to great lengths to ensure the customers' satisfaction. The only way we can do that is to care more about your equipment than you do.

"It takes many good deeds to build a good reputation, and only one bad one to lose it. The way to gain a good reputation is to endeavor to be what we desire to appear. A good reputation is more valuable than money. One can survive everything, nowadays, except death, and live down everything except a good reputation." ~ Benjamin Franklin

Thank you for your time and consideration,

Jared Brown
General Manager, Rig Safe Solutions



RIG SAFE SOLUTIONS

Generating Reliability

RSS's support includes equipment service and maintenance, emergency repairs, equipment overhaul, site monitoring and parts. Our technicians are readily available at a moments notice 24/7/365 to support your equipment needs including:

Generator Preventive Maintenance

Load bank services
Oil and coolant analysis
Coolant flushes
Radiator service
Temporary distribution
Temporary HVAC
Temporary Chiller
HVAC Filter Change
Generator Sales & Service
Generator Rentals
Distribution Rentals

Gear box service

Variable Frequency Drive Service
Controls
Welding
Temporary Ducting
Conveyor belt services
Forklift Preventative maintenance
Hydraulic Service
Bearing Service
Site Monitoring
Equipment Cleaning
24 HR Emergency Service

POC/Project Management - Jared Brown – Director of Operations / General Manager – 281-730-9778

Executive Contacts:

Tom Eadie, President – 281-658-5441

Jared Brown – Director of Operations / General Manager – 281-730-9778

Jay Eichenberg, Odessa Director – 281-221-6830

Kristina Benton – Director of Accounting / Office Manager – 321-591-8051

Similar Contracts and Existing Customers:

City of Waco: 32 Generators – Water Utilities Quarterly Preventative Maintenance and Load banking
City of Lubbock – 38 Generators – Quarterly Preventative Maintenance and Load Banking
Pedernales Electric Cooperative – 20 Generators - Quarterly Preventative Maintenance and Load banking
Austin State Supported Living Center – 18 Generators Quarterly Preventative Maintenance
Department of Public Safety El Campo - Quarterly Preventative Maintenance and Load banking
Department of Public Safety West - Quarterly Preventative Maintenance and Load banking
Brenham State Supported Living Center – 7 Generators – Annual Maintenance and Load Banking
Hi-Crush – Bi Weekly Maintenace and Emergency Repairs – 40+ Generators and Conveyor systems
Aqua -Prop – Maintenance and Emergency Repairs - 30+ Generators and Conveyor systems
Liberty Oil Field Services – Maintenance and Emergency Repairs 30+ Generators and Conveyor systems
Step Energy – Generator Maintenance and Emergency Services
PropX Propane, 100 Generators, Bi-Weekly Preventative Maintenance and Emergency Repairs

PACKET

9-36

September 10, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rig Safe Solutions
Magnolia, TX United States

Certificate Number:

2024-1184259

Date Filed:

07/05/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Midland

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#24003020
Generator Maintenance Contract #24003020

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jared Brown, and my date of birth is 5/23/1971.

My address is 40327 FM 149, Magnolia, TX, 77354, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Texas, on the 5 day of July, 20 24.
(month) (year)

PACKET

9.37

Signature of authorized agent of contracting business entity
(Declarant) September 10, 2024

CITY OF MIDLAND

ADDENDUM 1

BID # 24003020R

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: July 8, 2024

The following questions were raised by one or more of the proposers. The answers are provided as a matter of clarification for all proposers as follows:

The following generators models have been updated.

- Airport Pump Station
- Air Terminal
- Airport Lighting
- Building 6
- Football Field
- T-Bar Terminal

Please see attached Updated Generator List.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Rig Safe Solutions, Inc

Company Name



Bidder Authorized Signature

7/9/2024

Date

Jared Brown

Please Print Above Name

281-730-9778

Phone

COM GENERATOR LIST

Item	Building:	Unit #	Address:	Unit Make:	Manufacture Date:	Model	Generator S/N	Generator Set S/N	Powered (natural gas, diesel, etc.)
1	Central Fire Station	6001	1500 W. Wall	Caterpillar	3.2019	DG80-2	A2503223	T3800184	Natural gas
2	Fire Station #2	6085	701 E. Florida	Caterpillar	3.2019	DG50-2	LSB02686	T3700335	Natural gas
3	Fire Station #3	2359	1707 N. Lamesa Rd.	Caterpillar	3.2019	DG50-2	LSB02748	T3700331	Natural gas
4	Fire Station #4	6078	5100 N. Big Spring	Caterpillar	3.2019	DG50-2	LSB02750	CAT0DGG60TT3700322	Natural gas
5	Fire Station #5	2320	2210 W. Golf Course	Kohler	10.22.2020	150REZGC		337DGMHMM0021	Natural gas
6	Fire Station #6	2306	301 Tradewinds Blvd.	Cummins Power Generation	6.15.2016	DSGAA-1621066	F160964791		Diesel
7	Fire Station #8	6088	3301 Haynes	Caterpillar	3.2019	DG50-2	LSB02800	CAT0DGG60VT3700337	Natural gas
8	Fire Station #9	6108	6005 N. Midland Dr.	Caterpillar	3.2019	DG50-2	LSB02801	CAT0DGG60CT3700336	Natural gas
9	Fire Station #10	6118	4501 Sinclair	Caterpillar	10.22.2020	DG80-2	A2503217	CAT0DGG80CT3800183/T3800	Natural gas
10	Fire Station #11	2330	6600 Briarwood Ave.	Kohler	10.22.2020	150REZGC		337DGMHMM0022	Natural gas
11	Airport Pump station	3190	9506 La Force	Onan	2010	250KW		J0900339886	
12	Air Terminal	4507	9506 La Force	Caterpillar	1997	SR4B		7AJ01135	Diesel
13	Airport FireStation #7	6102	2507 Pliska Dr	Olympian	2002	D60P3		OLY00000VNPFO1137	Diesel
14	Airport Lighting	4519	2400 Pliska Dr	Caterpillar	1989	SR4		5EA05653	Diesel
15	Baseball Field	none	5514 Champions Dr.	Caterpillar	2001	3306		1191553501	Diesel
16	Building # 6, Garage	9119	1701 Orchard Ln.	Caterpillar	2019	D60-4LC	ISO8528	CAT00C44LCN4000363	Diesel
17	Football Field	3412	5514 champions Dr.	Caterpillar	2001	SR4		9EP01455	Diesel
18	Health Department	4795	3301 W. Illinois	Olympian	2005	D100P4		OLY00000JD4P00974	Diesel
19	Municipal Court	4417	201 E. Texas	Cummins Power Generation	12.09.2015	DSGAC-1531402	M15K472791	L150899209	Diesel
20	Police Dept.	2300	601 N. Loraine	Onan	10.1989	500DEFB	Y1977/05	L890287378	Diesel
21	Police Training	5703	4214 FM 307	Generac	2017	QT02516ANSX		6732288	Propane
22	Service Center Pumps	9507	500 N. Carver	Deyno	2017	DCA-20SPUXU4F		8720385	Diesel
23	Water Plant	3024	5000 N Midland Dr	Onan	08.12.2008	250GFBC		M08E30902701	
24	Edgewood Water Lab		305 Edgewood Dr.	Generac		Guardian 24kW		3009195071	Natural Gas
25	City Hall	2328	300 N. Loraine	Caterpillar		D200-2	AT00C71LWG0033	G5A09900	Diesel
26	Midland utility Service Center	9598	401 N. Carver	Caterpillar	4.2018	D100-8	ISO8528	CAT00C44ECN600341	Diesel
27	Landfill	7945	7901 E. Garden City Hwy	Onan	1995	C60 D6		H160981317	Diesel
28	Bush Center	2348	105 S. Main St.	Cummins Power Generation	07.18.19	DSGAD-1884351		G180388405	Diesel
29	Kermit Generator	3893	12215 CR101 Kermit, TX 79745	Kohler		175RE0ZT4		337NGMHCC0001	Diesel
30	Kermit Generator	3883	12215 CR101 Kermit, TX 79745	Kohler		175RE0ZT4		337NGMHCC0002	Diesel
31	Kermit Generator	3833	12215 CR101 Kermit, TX 79745	Kohler		175RE0ZT4		337NGMHCC0003	Diesel
32	Kermit Generator	3843	12215 CR101 Kermit, TX 79745	Kohler		175RE0ZT4		337NGMHCC0004	Diesel
33	Kermit Generator	3863	12215 CR101 Kermit, TX 79745	Kohler		175RE0ZT4		337NGMHCC0005	Diesel
34	Kermit Generator	3853	12215 CR101 Kermit, TX 79745	Kohler		175RE0ZT4		337NGMHCC0006	Diesel
35	Kermit Generator		5100 Avalon Dr..	Kohler		125RE0ZJ4		334GMGR0001	Diesel
36	Peggy Sue			Kohler	2.28.2014	50RE0ZJD		SGM329F58	Diesel
37	Airport radio Tower site		9506 La Force Blvd.	Kohler	2.28.2014	50RE0ZJD		SGM329F6X	Diesel
38	FIRE STATION #4 Radio tower SITE		5100 N. Big Spring	Kohler	2.28.2014	50RE0ZJD		SGM329F59	Diesel
39	LANDFILL Radio TOWER		7901 E Garden City Hwy	Kohler		50RE0ZJD		SGM329F6W	Diesel
40	TEXAS & FRONT radio TOWER		Intersection of East Front and Texas Ave.	KOHLER		50RE0ZJD		SGM329F57	Diesel
41	T Bar Terminal	3803	4111 FM 1788	KOHLER		350RE0ZJ			Diesel

RSS - Rental Sales and Service

#	Items	QuantityRequired	CostperPM1	CostforPM2	TotalCost
#0-1	Central Fire Station	1	430	\$910	\$1,340.00
#0-2	Fire Station #2	1	430	\$910	\$1,340.00
#0-3	Fire Station #3	1	430	\$910	\$1,340.00
#0-4	Fire Station #4	1	430	\$910	\$1,340.00
#0-5	Fire Sation #5	1	430	\$1,010.00	\$1,440.00
#0-6	Fire Station #6	1	430	\$910	\$1,340.00
#0-7	Fire Station #8	1	430	\$910	\$1,340.00
#0-8	Fire Station #9	1	430	\$910	\$1,340.00
#0-9	Fire Station #10	1	430	\$910	\$1,340.00
#0-10	Fire Station #11	1	430	\$1,010.00	\$1,440.00
#0-11	Airport Pump station	1	430	\$1,010.00	\$1,440.00
#0-12	Air Terminal	1	430	\$1,250.00	\$1,680.00
#0-13	Airport FireStation #7	1	430	\$910	\$1,340.00
#0-14	Airport Lighting	1	430	\$1,250.00	\$1,680.00
#0-15	Baseball Field	1	430	\$1,250.00	\$1,680.00
#0-16	Building # 6, Garage	1	430	\$1,250.00	\$1,680.00
#0-17	Football Field	1	430	\$1,250.00	\$1,680.00
#0-18	Health Department	1	430	\$1,010.00	\$1,440.00
#0-19	Municipal Court	1	430	\$1,010.00	\$1,440.00
#0-20	Police Dept.	1	430	\$1,250.00	\$1,680.00
#0-21	Police Training	1	430	\$810	\$1,240.00
#0-22	Service Center Pumps	1	430	\$810	\$1,240.00
#0-23	Water Plant	1	430	\$1,010.00	\$1,440.00
#0-24	Edgewood Water Lab	1	430	\$810	\$1,240.00
#0-25	City Hall	1	430	\$1,010.00	\$1,440.00
#0-26	Midland utility Service Center	1	430	\$910	\$1,340.00
#0-27	Landfill	1	430	\$910	\$1,340.00
#0-28	Bush Center	1	430	\$1,010.00	\$1,440.00
#0-29	Kermit Generator	1	430	\$1,010.00	\$1,440.00
#0-30	Kermit Generator	1	430	\$1,010.00	\$1,440.00
#0-31	Kermit Generator	1	430	\$1,010.00	\$1,440.00
#0-32	Kermit Generator	1	430	\$1,010.00	\$1,440.00
#0-33	Kermit Generator	1	430	\$1,010.00	\$1,440.00
#0-34	Kermit Generator	1	430	\$1,010.00	\$1,440.00
#0-35	Kermit Generator	1	430	\$1,010.00	\$1,440.00
#0-36	Peggy Sue	1	430	\$1,010.00	\$1,440.00
#0-37	Airport radio Tower site	1	430	\$910	\$1,340.00
#0-38	FIRE STATION #4 Radio tower SITE	1	430	\$910	\$1,340.00
#0-39	LANDFILL Radio TOWER	1	430	\$910	\$1,340.00
#0-40	TEXAS & FRONT radio TOWER	1	430	\$910	\$1,340.00
#0-41	T Bar Terminal	1	430	\$1,250.00	\$1,680.00
#0-42	Software Requirement	1	500	\$500	\$1,000.00
#0-43	Total				\$59,620.00



A Message for Our Vendors

The City of Midland, Texas has developed a strategic plan with long-term objectives, new mission and vision statements, and a course of action to carry out goals established by and for our community. This includes strategic priorities that will address our economy, infrastructure, quality of life, standards for a safe and secure city, plus much more that's detailed below. We hope you join us on this exciting journey and to be part of the energy toward a successful and prosperous Midland!

Vision Statement

The City of Midland will be the premier and safest city in West Texas by providing world-class municipal services through operational excellence and a culture of innovation.

Mission Statement

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

Communication • Customer Service
Economic Development
Fiscal Responsibility & Accountability
High-Performing City Team • Legislation
Quality of Place • Technology Improvements

Core Values

Commitment: Duty to the public good.
Engagement: Foster partnerships and collaboration.
Excellence: Practice continuous improvement.
Innovation: Embrace creativity and cutting-edge solutions.
Integrity: Operate with transparency and accountability.
Inclusivity: Ensure all voices are heard and valued.

Strategic Goals

1. Strong Economy with More Quality Jobs

- 1.1 Increase the Midland Sales Tax Base: Develop strategies to expand the tax base by attracting businesses and supporting local commerce.
- 1.2 Enhance Visitor Revenue Opportunities: Boost tourism through marketing and infrastructure improvements.
- 1.3 Continue Downtown and West Midland Redevelopment: Promote revitalization efforts for a vibrant downtown.
- 1.4 Nurture Development Districts: Establish key action plans honed to enhance Development Districts.
- 1.5 Grow the Core Business of Air Transportation: Develop and transform the Midland airport system.
- 1.6 Diversify Midland's Economy: Support initiatives that diversify the local economy and enhance resilience.
- 1.7 Expand Opportunities and Programming for General and Small Business: Foster the growth, retention, and expansion of local small businesses as well as business in general.
- 1.8 Improve Speed to Market for Citizens, Builders, Developers, and Contractors: Reduce wait times for permit review/approval and inspection process of permitted work.
- 1.9 Establish Midland Community as a Premier Destination for Retail and Entertainment: Create unique, compelling experiences that draw visitors, ultimately driving economic growth and community vibrancy, while increasing tourism and business development.

2. Set the Standard for a safe and secure City

- 2.1 Enhance public safety programs.
- 2.2 Improve Pedestrian and Motorist Safety: Invest in traffic management and infrastructure.
- 2.3 Implement Effective Code Enforcement Strategies: Address nuisances to improve overall health and safety.
- 2.4 Revitalize Neighborhoods: Utilize best practices to support the redevelopment of neighborhoods.
- 2.5 Enhance Animal Services: Ensure the welfare of pets and wildlife in the city.
- 2.6 Grow and Retain Public Safety Resources: Expand law enforcement presence as well as fire reduction and prevention programs while reducing attrition.

3. Quality of Life and Place

- 3.1 Enhance Community Engagement: Champion innovative recreational, educational, and cultural programs that enrich residents' lives in partnership with the business community.
- 3.2 Foster Relationships with Foundations and Outside Businesses: Collaborate to create world-class facilities and amenities.
- 3.3 Create an Attractive and Inclusive Living Environment: Develop and enhance live, work, and play opportunities for our citizens.
- 3.4 Establish Beautification Programs: Implement initiatives to make the community clean and bright.
- 3.5 Nurture and Promote a Healthy Community: Increase healthy community living and education opportunities for citizens of all ages.
- 3.6 Build the Best Parks System in Our Region: Offer diverse, accessible, and enjoyable green spaces, tournament-ready ball fields, safe playgrounds, and unique recreational opportunities that enhance the quality of life/quality of place for our community.

4. Transparent and Consistent Communication

- 4.1 Set a Climate of Respect, Collaboration, and Team Spirit: Cultivate a culture of openness and respect.
- 4.2 Enhance Communication Efficiency and Effectiveness: Leverage and expand the use of technology to facilitate the exchange of information.
- 4.3 Elevate Internal Communication and Employee Engagement: Strengthen information flow and collaboration among city staff.
- 4.4 Advance Two-Way Communication of Key Messages: Engage effectively with external stakeholders; foster community engagement.
- 4.5 Strengthen Messaging Opportunities Through Various Media Outlets: Communicate the city's achievements and initiatives.

5. Provide Sound Governance and Fiscal Management

- 5.1 Recruit and Retain a Skilled and Diverse Workforce: Invest in talent and diversity; grow our local pipeline of skilled employees.
- 5.2 Enhance Citizen Experience: Improve employee working conditions to better serve citizens.
- 5.3 Hone Public Servant Proficiency: Cultivate a culture of professional growth, skilled mastery, and information exchange.
- 5.4 Implement Cutting-Edge Practices: Harness automation and Artificial Intelligence technology for efficient resource utilization.
- 5.5 Promote a Well-Balanced Customer Service Philosophy: Consistently deliver excellent service to residents.
- 5.6 Deliver Services Timely and Efficiently: Prioritize continuous improvement.
- 5.7 Ensure Continued Financial Stability and Accountability: Maintain financial transparency.
- 5.8 Deliver Effective and Efficient Processes: Maximize value in procurement.
- 5.9 Ensure Reliability and Safety: Maintain existing assets and develop new city asset opportunities, including parks and other facilities, with a standard of excellence.
- 5.10 Create a Work Environment that Supports Bleeding-Edge Practices: Encourage bleeding-edge practice that then cultivates an environment where employees can learn from their experiences and improve processes; thus, becoming a learning organization.

6. Strengthen and Sustain Our Infrastructure

- 6.1 Provide Reliable and Sustainable Utilities: Guarantee water supply and distribution systems security and longevity.
- 6.2 Enhance Infrastructure for Economic Growth: Improve competitiveness through infrastructure investments that includes collaboration with neighboring jurisdictions and exemplary peer agencies.
- 6.3 Streamline and Consolidate City Facilities: Create synergy for improved services.
- 6.4 Standardize Infrastructure Processes Across the City: Ensure consistency, timeliness, and accountability in infrastructure development.
- 6.5 Implement a Funding Stream for Infrastructure: Establish reliable funding for continual improvements.
- 6.6 Strategize and Monitor City Growth: Develop proactive responses to growth.
- 6.7 Develop and Implement Comprehensive Road Planning and Maintenance Initiatives: Ensure safe and maintained roads for existing and new developing areas and main thoroughfares.

COM GENERATOR LIST

Item	Building:	Unit #	Address:	Unit Make:	Manufacture Date:	Model	Generator S/N	Generator Set S/N	Powered (natural gas, diesel, etc.)
1	Central Fire Station	6001	1500 W. Wall	Caterpillar	3.2019	DG80-2	A2503223	T3800184	Natural gas
2	Fire Station #2	6085	701 E. Florida	Caterpillar	3.2019	DG50-2	LSB02686	T3700335	Natural gas
3	Fire Station #3	2359	1707 N. Lamesa Rd.	Caterpillar	3.2019	DG50-2	LSB02748	T3700331	Natural gas
4	Fire Station #4	6078	5100 N. Big Spring	Caterpillar	3.2019	DG50-2	LSB02750	CAT0DG60TT3700322	Natural gas
5	Fire Station #5	2320	2210 W. Golf Course	Kohler	10.22.2020	150REZGC		337DGMHMM0021	Natural gas
6	Fire Station #6	2306	301 Tradewinds Blvd.	Cummins Power Generation	6.15.2016	DSGAA-1621066	F160964791		Diesel
7	Fire Station #8	6088	3301 Haynes	Caterpillar	3.2019	DG50-2	LSB02800	CAT0DG60VT3700337	Natural gas
8	Fire Station #9	6108	6005 N. Midland Dr.	Caterpillar	3.2019	DG50-2	LSB02801	CAT0DG60CT3700336	Natural gas
9	Fire Station #10	6118	4501 Sinclair	Caterpillar	10.22.2020	DG80-2	A2503217	CAT0DG80CT3800183/T380	Natural gas
10	Fire Station #11	2330	6600 Briarwood Ave.	Kohler	10.22.2020	150REZGC		337DGMHMM0022	Natural gas
11	Airport Pump station	3190						J0900339886	
12	Air Terminal	4507	9506 La Force	Caterpillar	1997	SR4B		7AJ01135	Diesel
13	Airport FireStation #7	6102	2507 Pliska Dr	Olympian	2002	D60P3		OLY00000VNPFO1137	Diesel
14	Airport Lighting	4519	2400 Pliska Dr	Caterpillar	1989	SR4		5EA05653	Diesel
15	Baseball Field	none	5514 Champions Dr.					1191553501	Diesel
16	Building # 6, Garage	9119	1701 Orchard Ln.	Caterpillar	2019			CAT00C44LCN4000363	Diesel
17	Football Field	3412	5514 champions Dr.	Caterpillar	2001	SR4		9EP01455	Diesel
18	Health Department	4795	3301 W. Illinois	Olympian	2005	D100P4		OLY00000ID4P00974	Diesel
19	Municipal Court	4417	201 E. Texas	Cummins Power Generation	12.09.2015	DSGAC-1531402	M15K472791	L150899209	Diesel
20	Police Dept.	2300	601 N. Loraine	Onan	10.1989	500DFFB	Y1977/05	L890287378	Diesel
21	Police Training	5703	4214 FM 307	Generac	2017	QT02516ANSX		6732288	Propane
22	Service Center Pumps	9507	500 N. Carver	Deyno	2017	DCA-20SPUXU4F		8720385	Diesel
23	Water Plant	3824	5000 N Midland Dr	Onan	08.12.2008	250GFBC		M08E30902701	
24	Edgewood Water Lab		305 Edgewood Dr.	Generac		Guardian 24kW		3009195071	Natural Gas
25	City Hall	2328	300 N. Loraine	Caterpillar	5.2018	D200-2	AT00C71LWG0033	G5A09900	Diesel
26	Midland utility Service Center	9598	401 N. Carver	Caterpillar	4.2018	D100-8	ISO8528	CAT00C44ECN600341	Diesel
27	Landfill	7945	7901 E. Garden City Hwy	Onan	1995	C60 D6		H160981317	Diesel
28	Bush Center	2348	105 S. Main St.	Cummins Power Generation	07.18.19	DSGAD-1884351		G180388405	Diesel
29	Kermit Generator	3873	12215 CR101 Kermit, TX 79745	Kohler		175REQZT4		337NGMHCC0001	Diesel
30	Kermit Generator	3893	12215 CR101 Kermit, TX 79745	Kohler		175REQZT4		337NGMHCC0002	Diesel
31	Kermit Generator	3883	12215 CR101 Kermit, TX 79745	Kohler		175REQZT4		337NGMHCC0003	Diesel
32	Kermit Generator	3833	12215 CR101 Kermit, TX 79745	Kohler		175REQZT4		337NGMHCC0004	Diesel
33	Kermit Generator	3843	12215 CR101 Kermit, TX 79745	Kohler		175REQZT4		337NGMHCC0005	Diesel
34	Kermit Generator	3863	12215 CR101 Kermit, TX 79745	Kohler		175REQZT4		337NGMHCC0006	Diesel
35	Peggy Sue	3853	12215 CR101 Kermit, TX 79745	Kohler		125RF0Z14		334GMGR0001	Diesel
36	Airport radio Tower site		5100 Avalon Dr..	Kohler	2.28.2014	50REQZJD		SGM329F58	Diesel
37	FIRE STATION #4 Radio tower SITE		9506 La Force Blvd.	Kohler	2.28.2014	50REQZJD		SGM329F6X	Diesel
38	LANDFILL Radio TOWER		5100 N. Big Spring	Kohler		50REQZJD		SGM329F59	Diesel
39	TEXAS & FRONT radio TOWER		7901 E Garden City Hwy	KOHLER		50REQZJD		SGM329F6W	Diesel
40	T Bar Terminal		Intersection of East Front and Texas Ave.	KOHLER				SGM329F57	DIESEL
41		3803	4111 FM 1788						Diesel

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: <http://www.midlandtexas.gov/>

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

~~PACKET~~ 9-45

~~September 10, 2024~~

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Consideration of Location of Bidder's Principal Place of Business
For Bids of \$50,000 up to \$100,000 for Services and \$500,000 for Commodities**

Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: _____

Company Name and Address (as it appears on permit):

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

☐ Yes ☐ No

If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/COMPANY OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/COMPANY MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/COMPANY CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER’S COMPENSATION INSURANCE, BIDDER/COMPANY MUST CARRY WORKER’S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER’S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU “NO BID” THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE
AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS
SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN
FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE
CITY MANAGER.

**IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING**

1. All bids are to be submitted as specified in the procurement document(s).
2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.
3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.
4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.
5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.
6. Time of proposed delivery shall be stated in number of calendar days.
7. NOTE: The City of Midland, Texas is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.
8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.
9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.
10. Detailed specifications rule over General specifications (headings, etc.)
11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.
12. No officer or employee of the City 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 lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.
13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.
14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

STANDARD PURCHASE TERMS AND CONDITIONS
PURCHASING DIVISION, CITY OF MIDLAND, TEXAS

"Seller", as used herein, has the same meaning as "Company". "Buyer", as used herein, has the same meaning as "City".

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and 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 packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments 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 serve as a tender of goods.

3. **TITLE & RISK OF LOSS** - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery in Midland, Texas.

4. **NO REPLACEMENT 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 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.

5. **PLACE OF DELIVERY** - The place of delivery shall be that set forth in the block of the purchase order entitled "deliver to".

6. **INVOICES** - Seller shall submit separate ORIGINAL invoices, on each purchase order. Invoices shall indicate the purchase order number. All invoices must be mailed to City of Midland, Accounts Payable, P.O. Box 1152, Midland, TX 79702-1152. Payment will be made within 30 days from the date the invoice and properly executed receiving documents are received by City of Midland, Accounts Payable at the above address. Invoices sent to any other address will delay payment.

7. **GRATUITIES** - The buyer may, by written notice to the seller, cancel this contract without liability to Seller, if it is determined by 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 the City of Midland with a view toward securing a contract or securing favorable treatment with respect to performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

8. **WARRANTY - PRICE -**

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this 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 order by others, or in the alternative, Buyer may cancel this contract without liability to Seller 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 employees or bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the 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.

9. **WARRANTY - PRODUCT** - 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. Seller warrants that the goods furnished will conform to the specification, drawings, and description 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.

10. **SAFETY WARRANTY** - Seller warrants that the product sold to 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 the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by buyer will be at Seller's expense.

11. **RIGHT OF INSPECTION** - Buyer shall have the right to inspect the goods at delivery before accepting them.

12. **CANCELLATION** - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breached any of the terms hereof including warranties of Seller if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. **TERMINATION** - The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.

14. **FORCE MAJEURE** - Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

15. **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. Any attempted assignment or delegation by the Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. **MODIFICATIONS** - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

17. **INTERPRETATION - PAROL EVIDENCE** - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this 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.

18. **ADVERTISING** - Seller shall not advertise or publish without Buyer's prior consent the fact that Buyer has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

19. **RIGHT TO ASSURANCE** - Whenever one party to the 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 this 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.

20. **PROTECTION AGAINST ROYALTIES OR PATENT INFRINGEMENT** - The Seller shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with Patentee or Owner thereof. The Seller shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Buyer harmless from any loss on account thereof, except that Buyer shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process is allowed to the Seller, the Seller shall indemnify and save Buyer harmless from any loss on account thereof. If the material or process specified or required by Buyer is an infringement, the Seller shall be responsible for such loss unless he promptly gives written notice to the buyer of such infringement.

21. TIME - It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

22. TAX - The City of Midland is exempt from all Federal, State and City tax. Please do not include these taxes in your bid price or invoice. Taxable items must be so designated, and the City will supply vendor with a Tax Exemption Certificate, properly executed.

23. INSURANCE –

The following provisions apply unless the agreement is for the supply of goods only:

Seller shall at all times during the term of this agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person
	\$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage
<u>Worker's Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on an occurrence basis.

The Workers' Compensation coverage provided by Seller shall inure to the benefit of employees injured during the course and scope of their employment by Seller pursuant to this agreement.

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

All insurance required pursuant to this agreement, except for Worker's Compensation Insurance, shall name the Buyer as an additional insured on a claims occurred basis. All insurance required pursuant to this agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the Buyer.

The parties agree that, prior to the execution of the agreement, Seller shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, the following endorsement:

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."

Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

24. **ASSIGNMENT** - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. **RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.**

26. **GOVERNING LAW AND VENUE** - This agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this agreement or the performance of this agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this agreement shall be deemed to have occurred in Midland County, Texas.

27. **INDEPENDENT CONTRACTOR** - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES** - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Seller's failure to comply with the requirements herein shall perpetually bar Seller's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Buyer has actual or constructive notice or knowledge of said claim or alleged damages. Seller agrees that the requirements of this entire agreement are reasonable.

29. **INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,**

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF BUYER, BUYER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH SELLER OR SELLER'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND SELLER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST BUYER OR ANY OF BUYER'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

30. **SOVEREIGN IMMUNITY** - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. **THIRD PARTY BENEFICIARY** - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

32. **ATTORNEY FEES - BY EXECUTING THIS AGREEMENT, SELLER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE BUYER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE SELLER SPECIFICALLY AGREES THAT IF THE SELLER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE SELLER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED.**

SELLER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. SELLER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE SELLER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BUYER AND THE SELLER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. **CONSIDERATION** - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. **CERTIFICATION** - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

35. **FEDERAL WAGE REQUIREMENTS** - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of the agreement, to which the parties to this agreement have agreed to be bound.

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

**No-Bid
Response
For**

Request #: 24003020R

If your firm has made a decision not to bid on this request, please complete this form and return to:

Office of the Purchasing Manager
City of Midland
P.O. BOX 1152
Midland, TX 79702-1152

Fax to: (432) 685-0523
or
Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

- ☐ Cannot provide items requested.
- ☐ Cannot be competitive.
- ☐ Cannot meet the specifications in the request.
- ☐ Cannot provide the liability insurance required by the City of Midland.
- ☐ Cannot provide the Worker's Compensation Insurance required by the City of Midland.
- ☐ Cannot provide the required bonding.
- ☐ Cannot comply with the indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City of Midland.
- ☐ Other. Please explain below:

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

PLEASE NOTE: THIS COMPLETED FORM MAY BE FAXED TO 432-685-0523.

IT IS NOT NECESSARY TO RETURN ANY OTHER DOCUMENTS.
PACKET 9.58 September 10, 2024



City Council Meeting

Item Number: 10
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Regina Stephenson, Director
Subject: RESOLUTION AWARDDING A CONTRACT IN THE AMOUNT OF \$372,721.46 FOR THE INSTALLATION OF PLAYGROUND EQUIPMENT AT TUMBLEWEED PARK AND THE BILL WILLIAMS SOFTBALL COMPLEX TO 4B RECREATION D/B/A PLAYGROUNDS ETC.; APPROVING \$93,180.36 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Resolution executing a contract with 4B Recreation dba Playgrounds Etc. through Buyboard contract 679-22 for the installation of playground equipment and associated improvements at Tumbleweed and Bill Williams Softball Complex for the cost of \$372,721.46; plus \$93,180.36 for project related expenses; for a total cost of \$465,901.82 for the Parks and Recreation Department.

Recommended City Council Action:

Approve

Fiscal Impact:

\$465,901.82 is available in the Parks Bond Fund and will be appropriated to projects for stated purposes.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Staff recommends executing a contract with 4B Recreation dba Playgrounds Etc. through Buyboard contract 679-22 for the installation of playground equipment and associated improvements at Tumbleweed and Bill Williams Softball Complex. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution executing a contract with 4B Recreation dba Playgrounds Etc. through Buyboard contract 679-22 for the installation of playground equipment and associated improvements at Tumbleweed and Bill Williams Softball Complex for the cost of \$372,721.46; plus \$93,180.36 for project related expenses; for a total cost of \$465,901.82 for the Parks and Recreation Department.



City Manager's Office



Parks Division
Interoffice Memorandum

Date: August 27, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Tumbleweed and Bill Williams Softball Complex Playground Equipment Purchase – Award Contract

The playground at the Bill Williams Complex softball fields at Hogan Park has had to be removed due to its age and the inability to purchase parts to make repairs. This playground has been used both during adult softball league play and during many baseball and softball tournaments held at the facility. A ballpark themed playground has been proposed for this location.

At Tumbleweed Park, a few individual play features exist, but it is not a recognized playground. Tumbleweed Park is the neighborhood park located immediately adjacent to Windlands Park. This park was formerly Midland Airpark property. The FAA charges the City of Midland rent for the location. It has been proposed that a “Flight” themed playground at this park would result in the reduction of the rent on an annual basis. The proposed playground exhibits a flight theme by incorporating both an air traffic control tower and an airplane. Additional signage will be added along the walking trails in the park to tell the story of Midland Airpark’s history and significance to air flight in Midland.

Playgrounds, Etc. has provided a design for new playground equipment at both the Bill Williams softball facility and Tumbleweed Park. The quoted BuyBoard price for the equipment, artificial turf surfacing, shipping and installation is \$237,933.60 for Tumbleweed and \$134,787.86 for the Bill Williams softball playground. An additional 25% is requested to complete the Tumbleweed signage, as well as for related work to be completed by the Parks Division construction crew, such as site preparation and project fencing. The total cost for both playgrounds is \$465,901.82.

[\\$465,901.82 is available in the Parks Bond Fund and will be appropriated to projects for stated purposes.](#)

RESOLUTION NO. _____

**RESOLUTION AWARDED A CONTRACT IN THE
AMOUNT OF \$372,721.46 FOR THE INSTALLATION OF
PLAYGROUND EQUIPMENT AT TUMBLEWEED PARK
AND THE BILL WILLIAMS SOFTBALL COMPLEX TO
4B RECREATION D/B/A PLAYGROUNDS ETC.;
APPROVING \$93,180.36 FOR PROJECT RELATED
EXPENSES; AND APPROPRIATING FUNDS**

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, 4B Recreation d/b/a Playgrounds Etc. has submitted a total proposed cost to the City of \$372,721.46 through Buyboard for the work associated with the installation of playground equipment at Tumbleweed Park and the Bill Williams Softball Complex; and

WHEREAS, the Council finds the price proposed by 4B Recreation d/b/a Playgrounds Etc. through Buyboard for the work associated with the installation of playground equipment at Tumbleweed Park and the Bill Williams Softball Complex to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract for the installation of playground equipment at Tumbleweed Park and the Bill Williams Softball Complex to 4B Recreation d/b/a Playgrounds Etc.; and

WHEREAS, the City Council finds it to be in the public interest to approve \$93,180.36 for project related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with 4B Recreation d/b/a Playgrounds Etc. in the amount of \$372,721.46, through Buyboard, for the installation of playground equipment at Tumbleweed Park and the Bill Williams

Softball Complex. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$93,180.36 for project related expenses is hereby approved.

SECTION THREE. That \$465,901.82 shall be available in the Parks Bond Fund and shall be appropriated to projects for stated purposes.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay 4B Recreation d/b/a Playgrounds Etc., in accordance with the provisions of the above-referenced contract, upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



THE CITY OF MIDLAND CONTRACT

Contract No. 25000014

THIS CONTRACT, effective the 11th day of September 2024, by and between the City of Midland, hereinafter referred to as "CITY", and 4B Recreation Group, LLC dba Playgrounds Etc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 372,721.46 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for installation of playgrounds at Tumbleweed Park and Bill Williams Softball Complex at Hogan Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,
PACKET 10.7 September 10, 2024

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 250 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding \$25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. Governmental Immunity: By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

20. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

September 10, 2024

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

21. **Assignment:** COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Government Code, and Section 311.034 of the Texas Government Code, unless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of 4B Recreation Group, LLC dba Playgrounds Etc. , known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 2024.



Playgrounds Etc.

1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date

Bid #

8/28/2024

31674

Name / Address

COM
300 N. Loraine Ave
Midland TX 79701

Notes to Client

Customer is responsible for demo of existing play structure and excavation down 6" removing sand and top soil as well as concrete work if needed

Rep	Project Location	Project		
Amber Graham	Bill William Park	Playground - Baseball Theme w Bond		
Item	Description	Qty	Rate	Total
SRPFX-50551	Custom Playground Baseball Design	1	\$71,032.63	\$71,032.63
AT-CS	1940 square feet of Artificial Turf with padding installed over compacted stone base, includes French drain	1	\$38,661.43	\$38,661.43
Bond	Bond	1	\$2,325.00	\$2,325.00
Freight	Freight	1		\$5,600.00
Installation	Installation of items listed on this proposal	1		\$26,368.80
BuyBoard Discount	BuyBoard Discount, Vendor #679-22			-\$9,200.00
			SubTotal	\$134,787.86
			Sales Tax (0.0%)	\$0.00
			Total	\$134,787.86

Approval Signature: _____ **Date:** _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.



Playgrounds Etc.

1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Bid

Date

Bid #

8/28/2024

31675

Name / Address

COM
300 N. Loraine Ave
Midland TX 79701

Notes to Client

Customer is responsible for site prep and concrete work

Rep	Project Location	Project		
Amber Graham	Tumbleweed Park	Airplane Playground w Bond		
Item	Description	Qty	Rate	Total
SRPFX-50053-01	Custom FX Play Structure	1	\$147,553.39	\$147,553.39
AT-CS	2600 square feet of Artificial Turf with padding installed over 4 inch compacted stone base.	1	\$55,528.57	\$55,528.57
Bond	Bond	1	\$3,346.00	\$3,346.00
Freight	Freight	1		\$11,608.00
Installation	Installation of items listed on this proposal	1		\$52,697.64
BuyBoard Discount	BuyBoard Discount, Vendor #679-22			-\$32,800.00
			SubTotal	\$237,933.60
			Sales Tax (0.0%)	\$0.00
			Total	\$237,933.60

Approval Signature: _____ **Date:** _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, in the amount of

_____ DOLLARS

(\$ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs,

administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____

day of _____, 20____, for the furnishing of materials, equipment to perform all labor and work

necessary for _____, hereof as fully and to the

same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants

supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said

contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition

to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings

accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders,

shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS (\$ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00

OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



City Council Meeting

Item Number: 11
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Regina Stephenson, Director
Subject: RESOLUTION AWARDDING A CONTRACT IN THE AMOUNT OF \$440,112.80 FOR THE MIDLAND HOGAN PARK GOLF COURSE CLUBHOUSE RENOVATIONS PROJECT TO TOMMY KLEIN CONSTRUCTION, INC.; APPROVING \$44,012.20 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 2) (GENERAL SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Resolution executing a contract with Tommy Klein Construction, Inc. through Buyboard contract 728-24 for the Midland Hogan Park Golf Course Clubhouse Renovations Project for a cost of \$440,112.80; plus \$44,012.20 for project related expenses; for a total cost of \$484,125.00 for the Parks and Recreation Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Golf Course PFC Fund and will be appropriated for this purpose.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Staff recommends executing a contract with Tommy Klein Construction, Inc. through Buyboard contract 728-24 for the Midland Hogan Park Golf Course Clubhouse Renovations Project. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government

Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for more information.

Therefore, please consider a resolution executing a contract with Tommy Klein Construction, Inc. through Buyboard contract 728-24 for the Midland Hogan Park Golf Course Clubhouse Renovations Project for a cost of \$440,112.80; plus \$44,012.20 for project related expenses; for a total cost of \$484,125.00 for the Parks and Recreation Department.



City Manager's Office



**Hogan Golf Course Division
Interoffice Memorandum**

Date: August 27, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Clubhouse Renovation at Hogan Park Golf Course

The clubhouse at Hogan Park Golf Course needs renovations to provide a better experience for patrons. The work would include paint, new floors, new restroom fixtures and stalls, raising the ceilings in the dining/meeting area, new partitions, and new doors where needed.

The clubhouse kitchen and the pro shop will be included in the renovations. The work will be pursued in two phases, so that operations at the course are able to continue during the performance of the work.

Tommy Klein Construction has worked with staff to provide a BuyBoard quote in the amount of \$440,112.80. A 10% contingency is requested to cover any unforeseen work that may arise during the renovation. Total funds required are \$484,125.00.

Funds are available in the Fund 141 account, which have accumulated through the Player Facility Charge that has been assessed with greens fees for improvements at the course.

Funding is available in the Golf Course PFC Fund and will be appropriated for this purpose.

RESOLUTION NO. _____

**RESOLUTION AWARDDING A CONTRACT IN THE
AMOUNT OF \$440,112.80 FOR THE MIDLAND HOGAN
PARK GOLF COURSE CLUBHOUSE RENOVATIONS
PROJECT TO TOMMY KLEIN CONSTRUCTION, INC.;
APPROVING \$44,012.20 FOR PROJECT RELATED
EXPENSES; AND APPROPRIATING FUNDS**

WHEREAS, Buyboard is a cooperative purchasing agency with which the City participates with on purchases through a cooperative purchasing program in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Tommy Klein Construction, Inc., has submitted a total proposed cost to the City of \$440,112.80 through Buyboard for the work associated with the Midland Hogan Park Golf Course Clubhouse Renovations Project; and

WHEREAS, the Council finds the price proposed by Tommy Klein Construction, Inc., through Buyboard for the work associated with the Midland Hogan Park Golf Course Clubhouse Renovations Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract for the Midland Hogan Park Golf Course Clubhouse Renovations Project to Tommy Klein Construction, Inc.; and

WHEREAS, the City Council finds it to be in the public interest to approve \$44,012.20 for project related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Tommy Klein Construction, Inc., in the amount of \$440,112.80, through Buyboard, for the Midland Hogan Park Golf Course Clubhouse Renovations Project . Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$44,012.20 for project related expenses is hereby approved.

SECTION THREE. That funding shall be available in the Golf Course PFC Fund and will be appropriated for this purpose.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Tommy Klein Construction, Inc., in accordance with the provisions of the above-referenced contract, upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



THE CITY OF MIDLAND
CONTRACT
Contract No.25000016

THIS CONTRACT, effective the 11th day of September, 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Tommy Klein Construction, Inc, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 440,112.80 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described and shall provide labor, materials, equipment and supervision necessary for the renovation of the Hogan Park Golf Course. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials,
PACKET 11.7 September 10, 2024

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.2. COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND

INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 180 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of said contract are completed, and CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, CITY shall thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. CITY shall be the final judge of when the work is completed by COMPANY. CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to CITY's requirements. CITY may make periodic payments to COMPANY, however such periodic payments may only be made pursuant to this paragraph, and only after all work and all Change Orders are completed by COMPANY and approved by CITY. For contracts exceeding \$25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to

this contract shall have any third-party beneficiary or other rights hereunder.

18. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

19. Governmental Immunity: By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

20. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured ~~PACKET~~ on a claims occurred basis (except workers compensation).

September 10, 2024

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

21. **Assignment:** COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

22. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

23. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

24. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine

of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

25. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Government Code, and Section 311.034 of the Texas Government Code, unless if

CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

26. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

27. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

28. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

29. To the extent that Sections 2271.002 and 2274.002, and 2276.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Company hereby verifies:

- that Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association.

To the extent that the Anti-Boycott Statutes do not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

30. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY;

and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

31. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

32. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

33. Company agrees that all iron or steel products produced through a manufacturing process and used in the project that is the subject of this Contract shall be produced in the United States in accordance with Government Code § 2252.202, et seq., as amended.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Tommy Klein Construction, Inc, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20____.



Tommy Klein Construction, Inc.

August 26, 2024

City of Midland

Attention: **Mark Garcia**

Reference: **Midland Hogan Park Golf Course Clubhouse Renovations**

Mark,

Below is the scope and pricing is attached for the Clubhouse Renovation at Hogan Park Golf Course. Please let me know if you need further info.

Scope-

- Install New LVP flooring and cove base in all areas but Kitchen.
- Demo of one layer of flooring is included.
- Minor floor floating is included.
- Paint all interior walls.
- Remove and replace accordion doors.
- Install new storefront door in wall dividing Dining and Pro Shop.
- Install new magnetic wall in Meeting Area.
- Install new cabinets in Dining Area. PLAM with PLAM tops.
- Install new stainless top at Concession Area.
- Frame walls where needed for new ceiling layout.
- Install new drop ceilings in Offices and Restrooms only.
- Paint exposed ceilings in other areas.
- Install new toilets, urinals, and sinks in Restrooms.
- Install new partitions and accessories in Restrooms.
- Install new doors at Restrooms and Kitchen entries.
- Install new water cooler with bottle filler in Dining Room.
- Work to be done in two phases.
- No abatement included if needed.
- No demo of existing above ceiling materials or equipment if needed. Unknown at this time.
- Includes \$ 30,000 Allowance for Electrical work.
- Includes \$ 20,000 Allowance for Mechanical work.

- **Work priced under our BuyBoard RS Means Contract 728-24.**

Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,
Shad Hartman
Tommy Klein Construction
806-252-1305

Attachments:

1. Cost Summary Sheet

**Budgetary Cost Summary
Midland Hogan Park
Golf Course Clubhouse**

			Costs
RS Means Line Item Pricing			\$434,560.00
Bid Coefficient-			
BuyBoard RS Means		0.88	\$52,147.20
Subtotal			\$382,412.80
Non Pre-Priced Items			
Electrical Allowance			\$30,000.00
Mechanical Allowance			\$20,000.00
Subtotal			\$50,000.00
Subtotal of Costs			
Subtotal			\$432,412.80
Bond			\$7,700.00
Total			\$440,112.80
Cost Breakdown			
Material			\$286,073.32
Labor			\$154,039.48
Total			\$440,112.80

Notes:

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Oblige.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT
_____ of the City of
_____ of the County of _____ and State of Texas
as Principal, and _____, as Surety, are held and
firmly bound unto the City of Midland, Texas, as Oblige, in the amount of
_____ DOLLARS
(\$ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____
day of _____, 20____, for the furnishing of materials, equipment to perform all labor and work
necessary for _____, hereof as fully and to the
same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants
supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said
contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition
to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings
accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders,
shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS (\$ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____, specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____, 20__.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00

OPERATOR: Roller.....	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 15.00 **	0.73
PIPEFITTER.....	\$ 25.80	8.55
ROOFER.....	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



City Council Meeting

Item Number: 12
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Justine Ruff, Director
Subject: RESOLUTION ADOPTING A CAPITAL FUNDING PLAN FOR IMPROVEMENTS AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Resolution approving a financing plan for improvements for the Midland International Air & Space Port and Midland Airpark.

Recommended City Council Action:

Approve

Fiscal Impact:

N/A

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

The Department of Airports has identified capital improvement projects with an estimated cost of \$150,000,000. The purpose of this resolution is to establish and adopt a capital financing plan that incorporates long-term financing strategies.

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION ADOPTING A CAPITAL FUNDING PLAN
FOR IMPROVEMENTS AT THE MIDLAND
INTERNATIONAL AIR & SPACE PORT**

WHEREAS, the Midland International Air & Space Port serves as a valuable asset, offering opportunities for tourism, transportation and global reach; and

WHEREAS, improvements of the Midland International Air & Space Port are essential to ensure its continued operation and attractiveness to residents and visitors alike; and

WHEREAS, a comprehensive capital funding plan is necessary to finance critical improvement projects at the Midland International Air & Space Port;

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

SECTION ONE. That the City Council hereby adopts a capital funding plan for improvement projects at the Midland International Air & Space Port (the “Plan”), which outlines the necessary investments and funding mechanisms to address the identified infrastructure needs, said Plan being attached hereto as Exhibit “A” and incorporated herein for all purposes.

SECTION TWO. That the City Council hereby expresses the intent to undertake the Plan.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Capital Estimates for Airport – “Exhibit A”

Airport Capital Needs at Midland International Air & Space Port:

South End Fuel Spill	\$ 4,400,000
Runway Blast pad Construction	\$ 2,900,000
Air Carrier Runway Mill & Fill	\$ 14,000,000
Checkpoint Expansion & Relocation	\$ 38,000,000
Customs Facility	\$ 5,000,000
Cargo Building	\$ 15,000,000
Airfield Drainage	\$ 6,000,000
Master Plan Update	\$ 1,000,000
Air Carrier Taxiway Reconstruction	\$ 8,444,440
General Aviation Runway Reconstruction	\$ 8,000,000
Airfield Snow Removal Equipment	\$ 3,320,000
Overflow Parking Improvements	\$ 5,000,000
Entrance Road Improvements	<u>\$ 1,000,000</u>
Total Capital needs at Midland	\$112,064,440

International Air & Space Port

Airport Capital Needs at Midland Airpark:

Maintenance Facility	\$ 3,000,000
Hangar Infrastructure Project	\$ 16,000,000
Airport Entrance Road	\$ 3,000,000
Airfield Reconstruction & Rehabilitation	\$ 23,000,000
Self-Service Fuel Facility	\$ 1,000,000
Total Capital needs at Midland Airpark	\$ 46,000,000



City Council Meeting

Item Number: 13
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Marcia Bentley-German, City Governance Officer/City Secretary
Subject: RESOLUTION ESTABLISHING THE DATES OF THE REGULAR CITY COUNCIL MEETINGS TO BE HELD DURING THE CALENDAR YEAR 2025 (DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

The attached resolution will set the 2025 City Council Meeting Dates.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

None

A handwritten signature in black ink, appearing to read "Morris Williams Jr.", is positioned above a horizontal line.

RESOLUTION NO. _____

**RESOLUTION ESTABLISHING THE DATES OF THE
REGULAR CITY COUNCIL MEETINGS TO BE HELD
DURING THE CALENDAR YEAR 2025**

WHEREAS, the City Council finds it to be in the public interest to establish the dates on which the City Council will meet in regular session during the calendar year 2025;

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

THAT the dates of the regular City Council meetings to be held during the 2025 calendar year as shown on Exhibit A, which is attached hereto and made a part hereof for all purposes, are hereby adopted. The City Council expressly reserves the right to approve and adopt one or more regular City Council meeting dates for said calendar year.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marica Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



2025 Council Meeting Dates

January 14 Exhibit	August 12
January 28	August 13 – (<u>Budget Wkshop/Set Tax Rate Ceiling</u>)
February 11	August 26
February 25	September 9 – (First Tax Rate Hearing & Budget
March 18	Hearing)
April 8	September 16 – (Second Tax Rate Hearing and
April 22	Passing of tax rate & Budget)
May 13	September 23
May 27	October 14
June 10	October 28
June 24	November 18
July 8	December 16
July 22	

EXHIBIT A

PACKET

13.5

September 10, 2024



City Council Meeting

Item Number: 14
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Daniel Humbert, Senior Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF SHENANDOAH INDUSTRIAL PARK, BEING A PLAT OF A 25.64-ACRE TRACT OF LAND OUT OF SECTION 16, BLOCK 38, T-1-S, T&P CO. RR SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH COUNTY ROAD 1150, APPROXIMATELY 800 FEET NORTH OF EAST COUNTY ROAD 50) (EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering on behalf of Shenandoah Bar M Ranch, LLC, is requesting to plat a 25.64-acre tract of land located on North County Road 1150 into four lots for the purpose of selling the property.

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

BUILDING CODE: (Approved)

ETJ, no jurisdiction.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: There are no impact fees associated with this plat. Plat outside designated service areas. [For Applicant's Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant's Information Only.]

PAVING: CR 1150 roadway is not built to City Standards, construct to City standards for entire platted frontage.[For Applicant's Information Only.]

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

ETJ; no comments.

OIL AND GAS: (Approved)

Not in the City limits- no oil or gas jurisdiction.

GIS: (Approved)

Is a ROW dedication needed for this plat? (along N C R 1150)

PUBLIC WORKS: (Approved)

The county recommends requiring a drainage plan and a water availability certificate or a will serve letter from a public water source.

The plat shows roadway dedication. If the intention is to dedicate the road to the county it must follow county road standards described in subdivision regulations Sect. 3.12 and attached detail. Road should be centered within ROW to allow drainage ditch and Utility access. Owner should also be aware of road dedication process.

If roads will remain private caliche, will require a variance from County Standards to be approved at the discretion of the City.

CRMWD: (Approved)

No comments.

HEALTH DEPARTMENT: (Approved)

Yes, the health department will review applications from the 4 proposed lots of Shenandoah Industrial Park Addition, PLAT OF A 25.6 ACRE TRACT OF LAND OUT OF SECTION 16, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY ,Block 1 lot 1 is 5 acres, 1 lot 2 is 5 acre, Block 2 lot 1 is 6.8 acre, 2 lot 2 is 6.5 acre property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

PLANNING: (Approved)

This plat will need to go to City Council for approval at Preliminary since it is over 25 acres. [11-2-3(D)11(a)(6)]

Add "For approval by the commission:" under Certificate of Approval [11-2-3(H)5(f)]

Provide N County Road 1150 (Elkins Road) ROW. [11-2-3(H)3(b)(6)]

Staff recommends approval of the Preliminary Plat of Shenandoah Industrial Park, subject to condition A through D.

Conditions:

- A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]**
- B. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)].**
- C. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**
- D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Proposed Preliminary Plat
Application
Location Map
Aerial Photo
PowerPoint Presentation



City Manager's Office



Preliminary Plat Application

Project Number:

SUB-24-0749

Case Number:

Proposed Subdivision Plat Name: Shenandoah Industrial Park

Legal Description (attached sealed Metes and Bounds):

BEING A 25.64-ACRE TRACT OF LAND SITUATED IN SECTION 16, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY SURVEY, MIDLAND COUNTY, TEXAS

Property Owner

Printed Name: SHENANDOAH BAR M RANCH, LLC

Phone (432) 685-1964

Email
troymjr@shenpetro.com

Address 24 SMITH ROAD, STE. 601

City MIDLAND

State TX

Zip 79705

Developer (if different than Owner)

Printed Name:

Phone ()

Email

Address

City

State

Zip

Representative (if acting as Agent, see affidavit on page 2)

Firm: Maverick Engineering

Printed Name: Paladin Huckaba

Phone (432) 262-0999

Email
phuckaba@maverick-eng.com

Address 1909 W Wall St. Ste K

City Midland

State TX

Zip 79701

Current Zoning: ETJ

Reason for Platting: OWNERSHIP

Plat Information

Total Acreage:

25.64

Type: ☐ Single-Family Residential☐ Multi-Family Residential☐ Commercial☒ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 4

Number of Multi-family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved***, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature):

Troy Martin

Date:

7/24/2024

Property Owner (printed):

Troy Martin

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

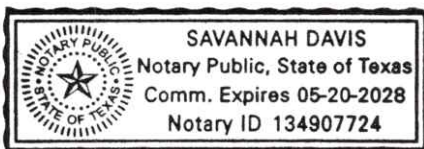
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of Shenandoah Square Industrial Park or is authorized by Troy Martin the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (signature)

Subscribed and sworn to before me, this 24 day of July, 2024, to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY☐ Property Owner Authorization☐ 1 Copy of Dimensioned Plat☐ Plat in Digital Format (PDF/JPEG)☐ Application Fee☐ 1 Copy of Plat (11x17)

Check #

4917

Received By:

[Signature]

Date:

RY.

RECEIVED
JUL 24 2024

****Application will not be considered for scheduling until reviewed by a planner.****

Preliminary Plat Application

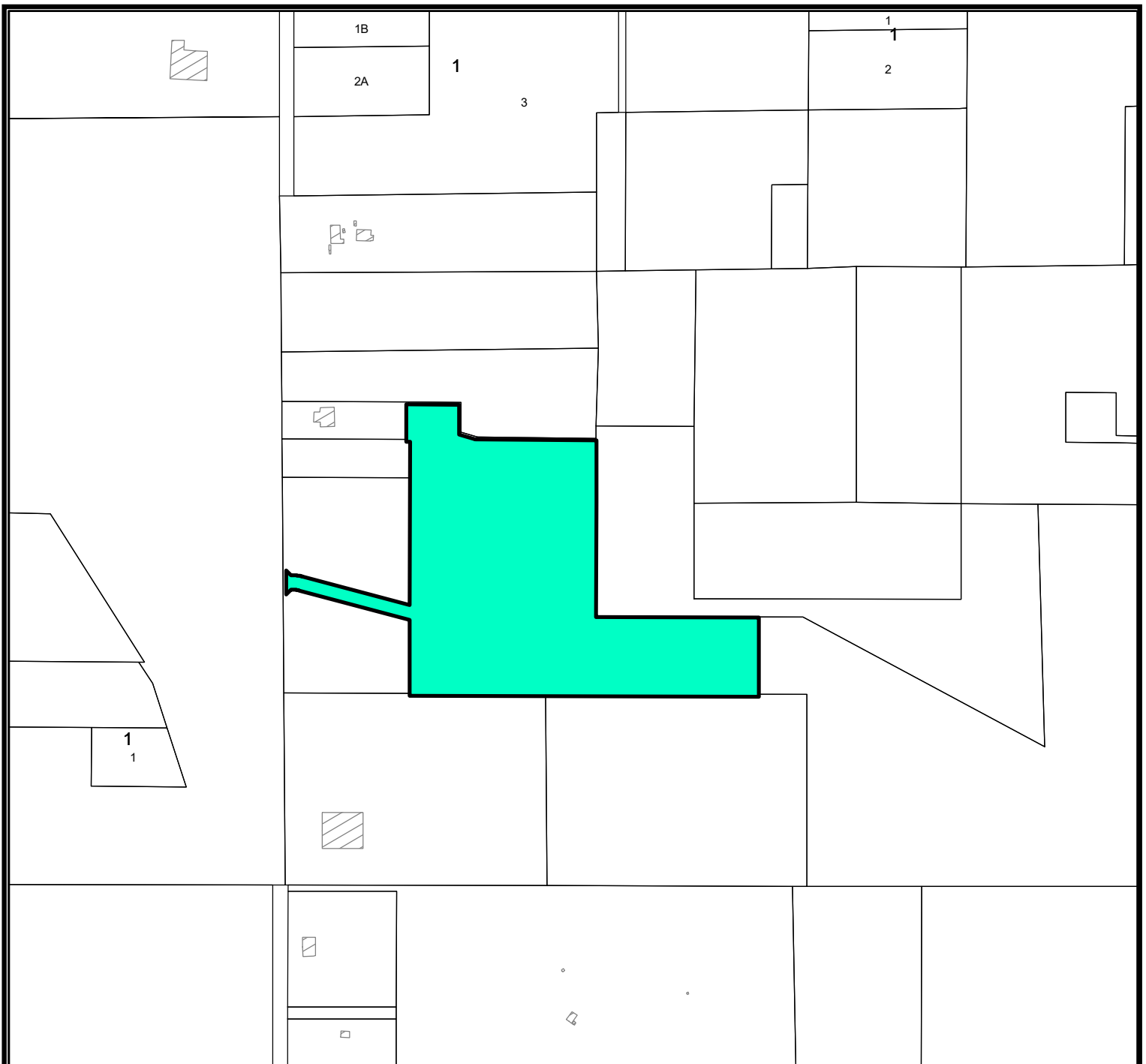
2

Revised 07/01/19

PACKET

14.6

September 10, 2024



Location Map

SUB-24-0749

Scale: 1" = 600'

Proposed Plat of Shenandoah Industrial Park, being a plat of a 25.64-acre tract of land situated in Section 16, Block 38, T-1-S, T&P Co. RR Survey, Midland County, Texas.

Generally located on the east side of North County Road 1150, approximately 800 feet north of East County road 59. (Extraterritorial Jurisdiction) 14.7

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

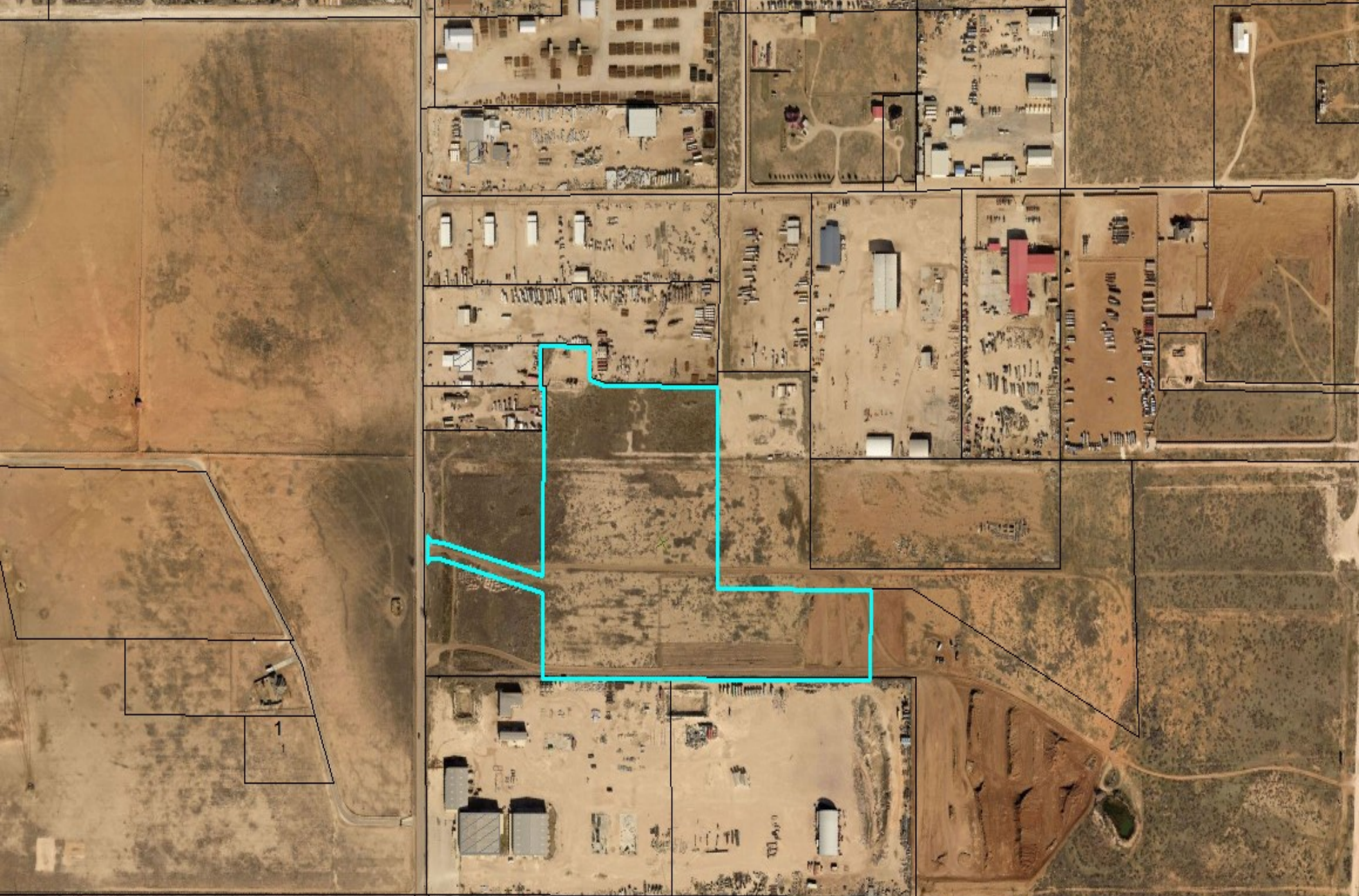


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. NOR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 10, 2024





Shenandoah Industrial Park



Visit Our Website

MIDLANDTEXAS.GOV

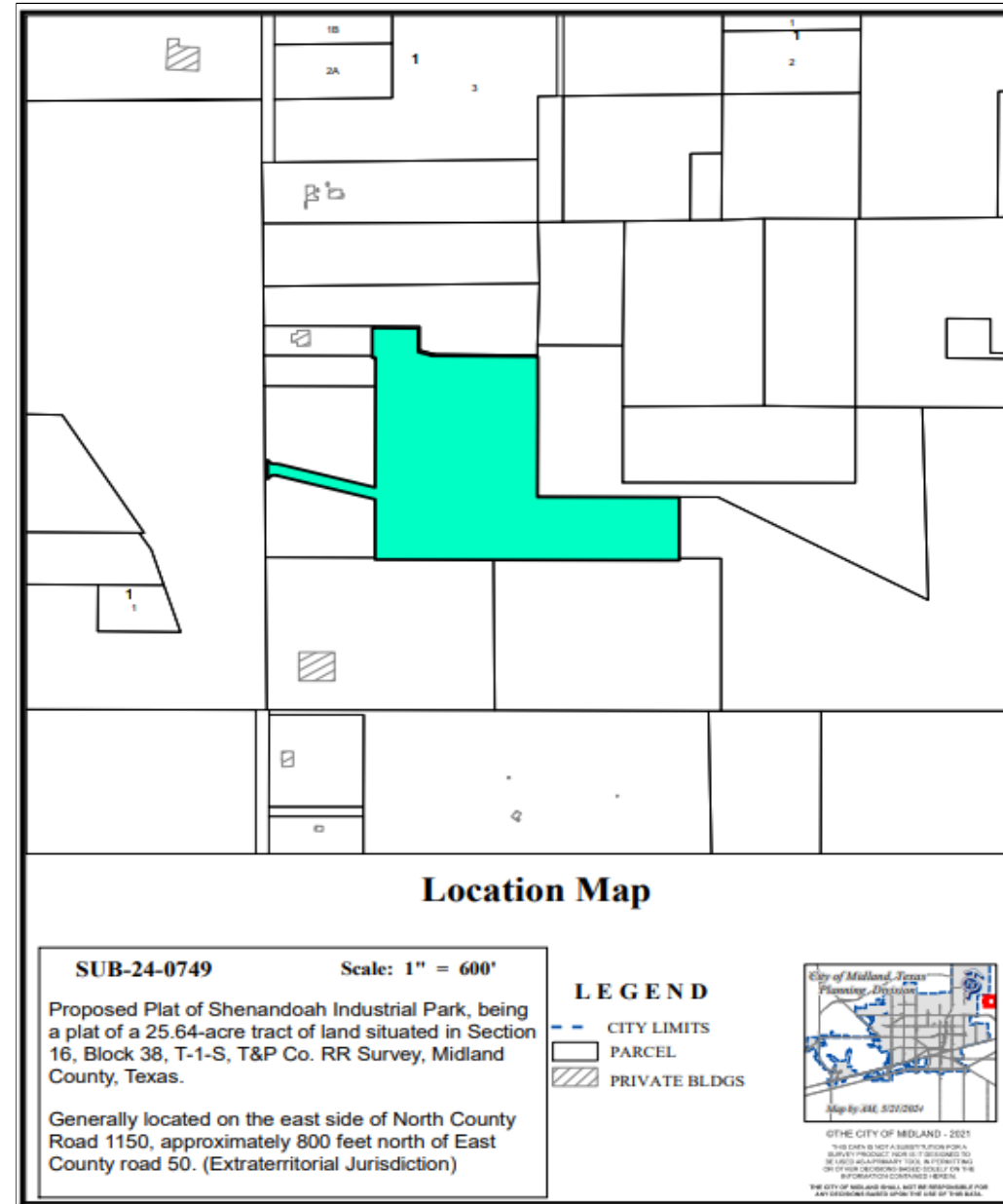
PACKET

14.10

September 10, 2024

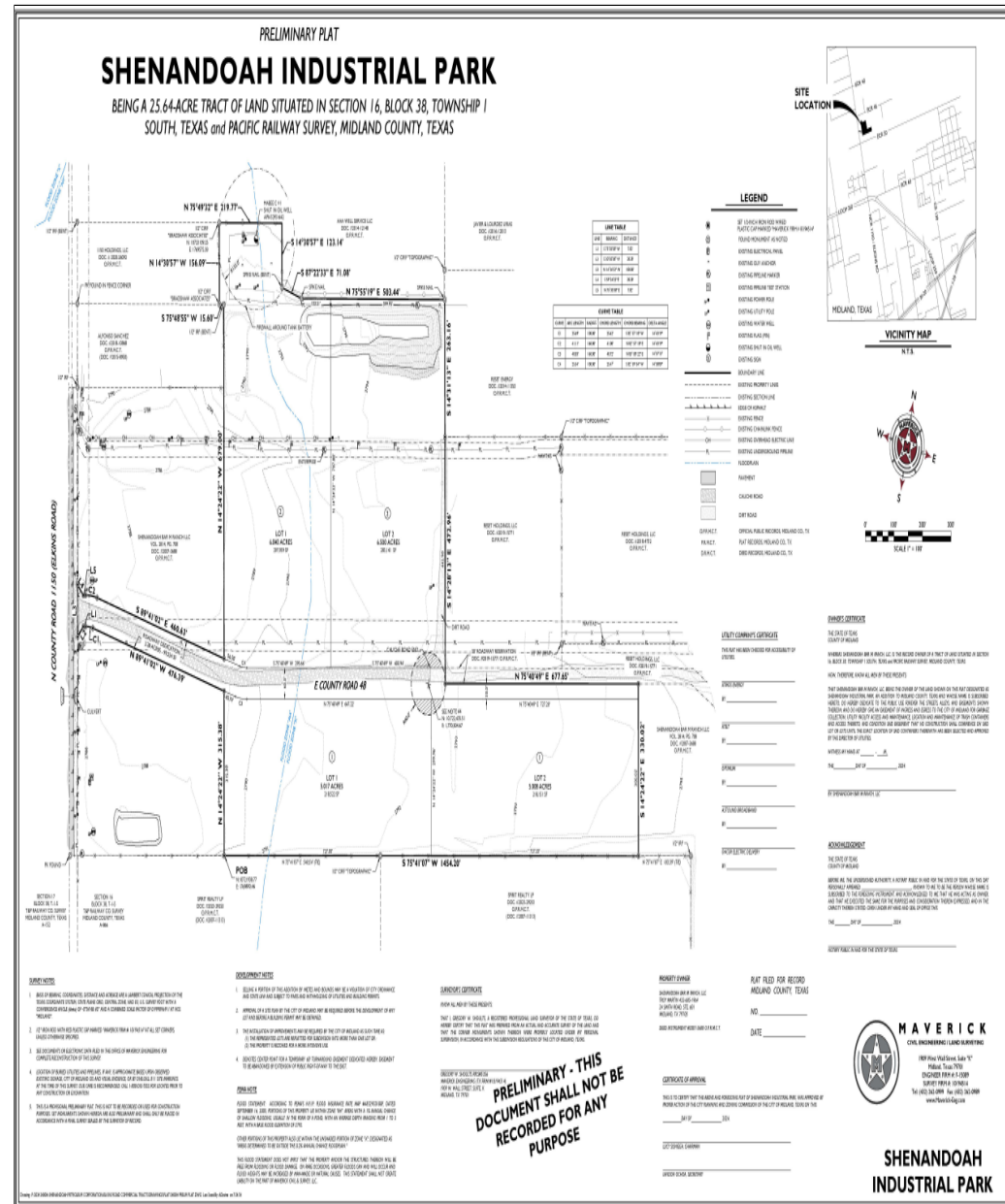
Shenandoah Industrial Park

- Maverick Engineering on behalf of Shenandoah Bar M Ranch, LLC
- Preliminary Plat Approval
- Located on Elkins Road



Shenandoah Industrial Park

- 25.64 acres
- Requesting to plat for ownership purposes
- Consists of 4 lots





- The plat meets all requirements; therefore, staff recommends approval of Shenandoah Industrial Park, subject to conditions A through D.
- Conditions:
 - A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]
 - B. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)]
 - C. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]
 - D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 15
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Daniel Humbert, Senior Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF HIGHWAY 158 ADDITION, SECTION 1, BEING A PLAT OF A 64.05-ACRE TRACT OF LAND OUT OF THE NORTH PART OF THE SOUTH HALF OF SECTION 1, BLOCK 38, T-2-S, T. J. MURPHY SURVEY, THE NORTH PART OF THE SOUTH HALF OF TRACT 1, BLOCK 38, T-2-S, H. M. HORTON SURVEY, AND TRACT 2, BLOCK 38, T-2-S, J. M. ROSE SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1140 AND EAST STATE HIGHWAY 158) (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of Concam Holding, LLC, Adicio Capital, and GESCH Real Estate Holdings, is requesting to plat a 64.05-acre tract of land located on East State Highway 158 into 21 lots for ownership purposes.

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Discussion:

BUILDING CODE: (Approved)

ETJ, no jurisdiction.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: There are no impact fees associated with this plat. Plat outside designated service areas. [For Applicant's Information Only.]

ROW: Refer to transportation's comments for ROW. [For Applicant's Information Only.]

PAVING: State Highway 158 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required. South County Road 1140 is sub-standard, construct to City Standards for entire platted frontage or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral based on located in the South Midland Utility District. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No comments.

OIL AND GAS: (Approved)

Not in the City limits- no oil or gas jurisdiction.

GIS: (Approved with Conditions)

North-south road easement will need a name assigned to it. Add label to roads of "Access Easement." Label purpose of easement (2018-16980). Width is cut off on a measurement. Distances needed for access easement dedication. See markup.

PUBLIC WORKS: (Approved)

A drainage plan or detail indicating the requirements on Section 5 .01-.10 will be met. (Possibly answers next two as well)

Need building set-back lines at least 25' for County Roads 50' for State and Federal Roads (Sect. 9.2)

Need certificate of Well water availability and quality (Sect. 10.8-.09) or will serve agreement (Sect. 10.1-.4) (Also see state legislation SB 2440)

Streets must have a minimum ROW of 60' in width; 32' Roadway surface; 12' wide lanes; 4' shoulder

Streets must comply with minimum standards described in Subdivision Regulations Section 3.12.01 a-d.

*Private caliche roads utilizing less than 60' ROW's would be a variance from Minimum County standards. Since this plat is in the ETJ variance to be granted at the discretion of the City.

CRMWD: (Approved)

No comments.

HEALTH DEPARTMENT: (Approved)

The Health Department will review applications from the 20 proposed lots of Highway 158 Addition, Section 1, PLAT OF A 64 ACRE TRACT OF LAND OUT OF SECTION I, BLOCK 38, T.J. MURPHY PREEMPTION SURVEY A-579 NORTH PART OF SOUTH HALF OF TRACT I, BLOCK 38, T-2-S, H.M. HORTON SURVEY, A-1082 AND TRACT 2 BLOCK 38 T-2-S, J.M. ROSE SURVEY A-585 MIDLAND COUNTY TEXAS lots 1-4 are 2 acre, lots 5-7 are 4 acres and above, lots 8,9 are 3 acre lots, 10-12 are 2 acres, lots 13, 14 are 3 acre, lots 15-16 are 1 acre, lot 17-20 are 3 acre, property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur, to ensure the proposed plans for existing structures and existing wells on the application for the septic system will meet the setbacks from the all wells on the property's and the water wells on the adjacent properties.

PLANNING: (Approved with Conditions)

The Planning and Zoning Commission recommended approval of this request on August 19, 2024.

Staff recommends approval of the Preliminary Plat of Highway 158 Addition, Section 1, subject to conditions A and B.

Conditions:

- A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]**
- B. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Proposed Preliminary Plat
Application
Location Map
Aerial Photo
PowerPoint Presentation

City Manager's Office



Preliminary Plat Application

Project Number: SUB-23-0691

Case Number: P-24-2049

Proposed Subdivision Plat Name: (Highway 158 Addition, Section 1)

Legal Description (attached sealed Metes and Bounds): Being a Plat of 64.05-Acre Tract of Land Located in the North Part of the South Half of Section 1, Block 38, T-2-S, T.J. Murphy Survey, A-579, the North Part of the South Half of Tract 1, Block 38, T-2-S, H.M. Horton Survey, A-1082, and Tract 2, Block 38, T-2-S, J.M. Rose Survey, A-585, Midland County, Texas

Property Owner

Printed Name: **Adicio Capital**

Phone (432) 262-0999

Email nathancullum@yahoo.com

Address PO Box 50218

City Midland

State TX

Zip 79710

Developer (if different than Owner)

Printed Name:

Phone (432) 262-0999

Email

Address

City

State

Zip

Representative (if acting as Agent, see affidavit on page 2)

Firm: Maverick Engineering

Printed Name: Paladin Huckaba

Phone (432) 262-0999

Email phuckaba@maverick-eng.com

Address 1909 W Wall St Ste K

City Midland

State TX

Zip 79701

Current Zoning: ETJ

Reason for Platting: ownership purposes

Plat Information

Total Acreage: 64.05

Type: ☐ Single-Family Residential

☐ Multi-Family Residential

☒ Commercial

☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 22

Number of Multi-family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- ☒ 1 FOLDED Copy of Dimensioned Plat
- ☒ 1 Extra Copy (11x17)
- ☒ Digital Files (JPEG & PDF)
- ☒ Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☒ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved***, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature): Nathan Cullum Date: 4/8/24
Property Owner (printed): Nathan Cullum

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

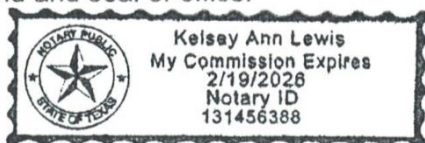
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Miller who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Adicio Capital the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Miller
Authorized Agent (signature)

Subscribed and sworn to before me, this 8th day of April, 2024, to certify which witness my hand and seal of office.

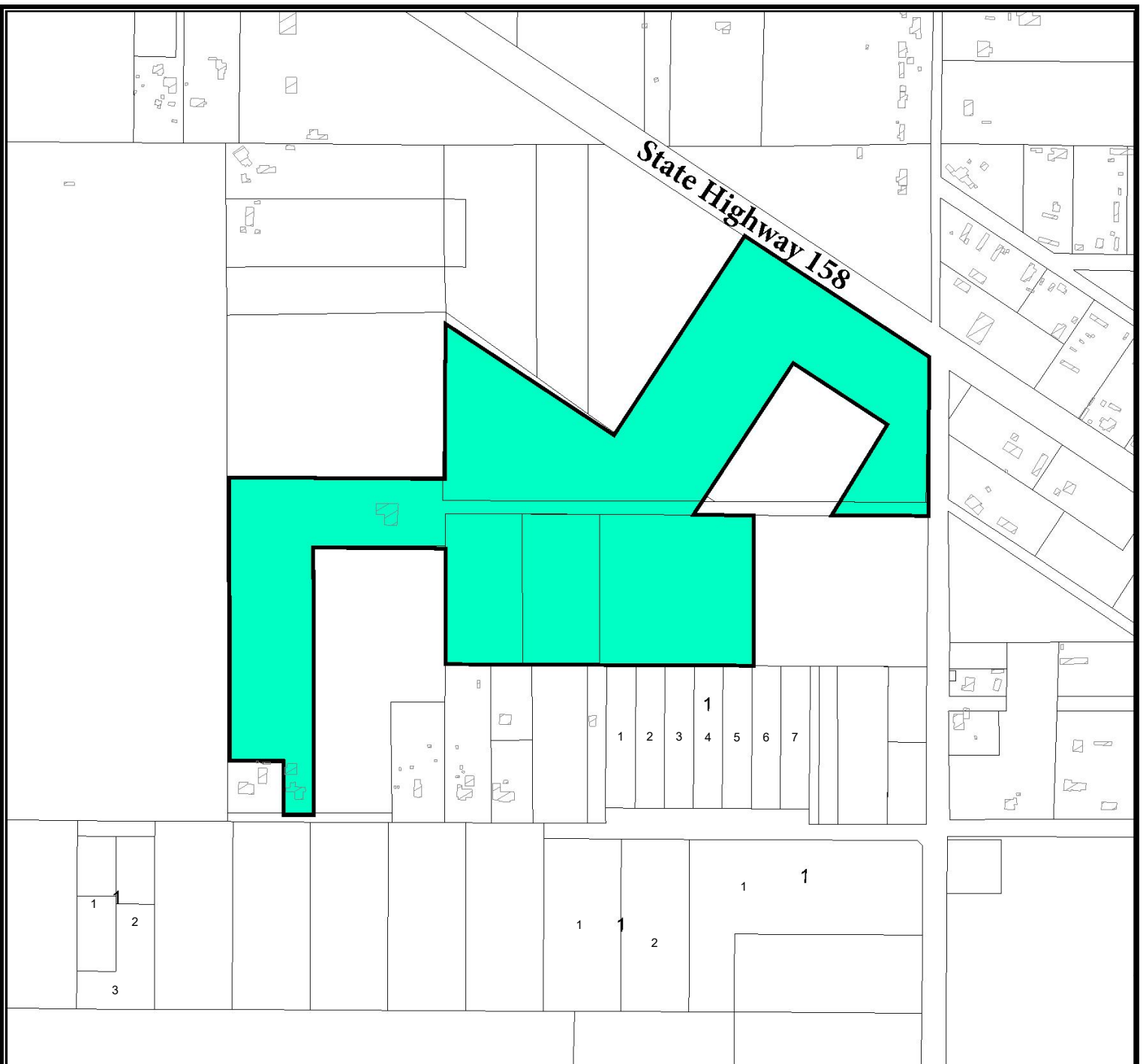


Kelsay Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization ☒ 1 Copy of Dimensioned Plat ☐ Plat in Digital Format (PDF/JPEG)
☒ Application Fee ☒ 1 Copy of Plat (11x17)
Check # 4916
Received By: [Signature] Date: _____

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

SUB-23-0691

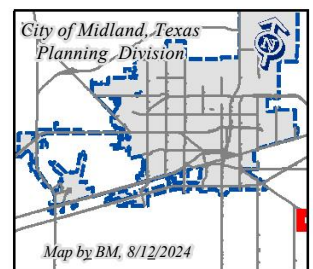
Scale: 1" = 556'

Proposed plat of Highway 158 Addition, Section 1, being a Plat of a 51.52-acre tract of land located in the north part of the south half of Section 1, Block 38, T-2-S, T. J. Murphy Survey, A-579, the north part of the south half of Tract 1, Block 38, T-2-S, H. M. Horton Survey, A-1082, and Tract 2, Block 38, T-2-S, J. M. Rose Survey, A-585, Midland County, Texas.

Generally located on the southwest corner of the intersection of South County Road 1140 and East State Highway 158.
(ETJ)

LEGEND

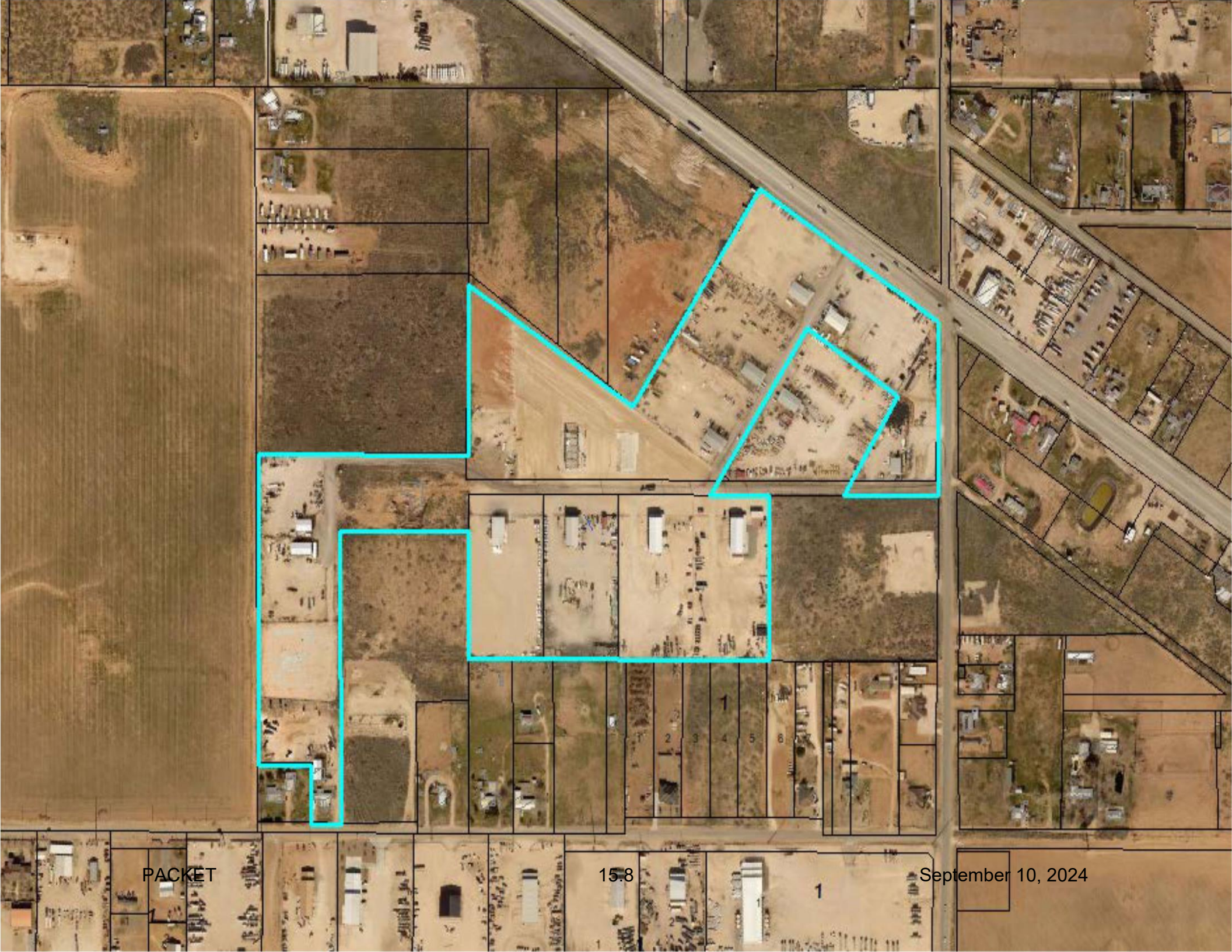
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

September 10, 2024

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEYOR'S PROFESSIONAL OPINION NOR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



PACKET

15.8

September 10, 2024

PRELIMINARY
PLAT
HIGHWAY 158 ADDITION, SECTION I

BEING A PLAT OF A 64.05-ACRE TRACT OF LAND LOCATED IN THE NORTH PART OF THE SOUTH HALF OF SECTION I,
BLOCK 38,
T-2-S, T. J. MURPHY SURVEY, A-579, THE NORTH PART OF THE SOUTH HALF OF TRACT I, BLOCK 38, T-2-S, H. M.
HORTON SURVEY,
A-1082, AND TRACT 2, BLOCK 38, T-2-S, J. M. ROSE SURVEY, A-585, MIDLAND COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE
PRESENTS:
THAT I, GREGORY W. SHOULTS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY
CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACCURATE SURVEY OF THE LAND SHOWN THEREON, THAT THE CORNER
MONUMENTS SHOWN THEREON WERE LOCATED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH
THE SURVEYING REGULATIONS OF MIDDLE TEXAS.
GREGORY W. SHOULTS, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 101945, STATE OF TEXAS
MAVERICK ENGINEERING, P.C., 1909 WEST WALL STREET, SUITE K, MIDLAND, TEXAS 79710

**PRELIMINARY - THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SURVEY
DOCUMENT.**

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS ADICIO CAPITAL, LLC, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN
SECTION I,
BLOCK 1, T. J. MURPHY PREEMPTION SURVEY, A-542, SCRAP FILE 6285, BLOCK 38, TOWNSHIP 2
SOUTH, T. J.
MURPHY SURVEY, A-1082, AND THE JOHN M. ROSE PREEMPTION SURVEY, A-585, IN MIDLAND
COUNTY, TEXAS, WE HEREBY, KNOW ALL MEN BY THESE
PRESENTS:
THAT ADICIO CAPITAL, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT
DESIGNATED AS
HIGHWAY 158 ADDITION, SECTION I, AN ADDITION TO MIDLAND COUNTY, TEXAS AND WHOSE
NAME IS
SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS,
ALLEYS, RANDES, AND HANDS AT MIDLAND, TEXAS,
AND THE MONUMENTS SHOWN THEREON;
THE DAY OF _____, 2024.

By: NATHAN CULLUM, FOR ADICIO CAPITAL,
LLC

UTILITY COMPANY'S
CERTIFICATE
THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY
OF
UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

OPTIMUM
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:
THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF HIGHWAY 158 ADDITION, SECTION I, WAS
APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND,
TEXAS
ON THIS _____ DAY OF _____, 2024.

LUCY SISNIEGA, CHAIRMAN _____

LONDON OCHOA, SECRETARY _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS,
ON THIS _____ DAY PERSONALLY APPEARED _____, KNOWN TO ME
TO BE
THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND
ACKNOWLEDGED TO
ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE
PURPOSES AND DAY OF _____, 2024.
CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY
HAND
AND SEAL OF OFFICE THIS _____
NOTARY PUBLIC IN AND FOR THE STATE OF
TEXAS

PROPERTY OWNER

ADICIO CAPITAL LLC
NATHAN CULLUM
432-262-0999
PO BOX 50218
MIDLAND, TX 79710
DEED INSTRUMENT #2020-3653 & #2021-
4742

PLAT FILED FOR RECORD
MIDLAND COUNTY,
TEXAS
NO. _____

DATE



MAVERICK
CIVIL ENGINEERING / LAND
SURVEYING
1909 West Wall Street, Suite
"K"
MIDLAND, TEXAS 79710
ENGINEER FIRM # 07701089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-
0989
www.Maverick-Eng.com

**HIGHWAY 158
ADDITION**
September 10, 2024
SECTION I

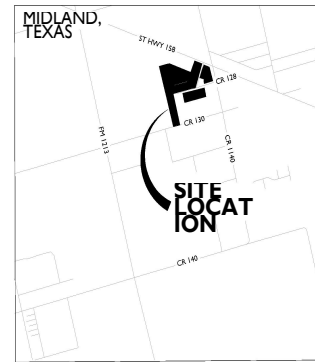
PACKET

15.9

SHEET 2 OF 2

PRELIMINARY PLAT - 11-

BEING A PLAT OF A 64.05-ACRE TRACT OF LAND LOCATED IN THE NORTH PART OF THE SOUTH HALF OF SECTION 1, BLOCK 38, T-2-S, T-2-J. MURPHY SURVEY, A-579, THE NORTH PART OF THE SOUTH HALF OF TRACT 1, BLOCK 38, T-2-S, H. M. HORTON SURVEY, A-1082, AND TRACT 2, BLOCK 38, T-2-S, J. M. ROSE SURVEY, A-585, MIDLAND COUNTY, TEXAS.



VICINITY
MAP

LEGEND

-  SET POINT WITH KNOCKED VALVE
 PLASTIC PIPE WITH KNOCKED VALVE
 AC PIPE WITH KNOCKED VALVE
 EXISTING CLEANOUT
 EXISTING ELBOW WITH KNOCK
 EXISTING FIBERGLASS PIPE WITH KNOCK
 EXISTING CUI ANCHOR
 EXISTING LIGHT VALVE
 EXISTING MANHOLE
 EXISTING MANHOLE FLANGE
 EXISTING MANHOLE TEST STATION
 EXISTING MANHOLE
 EXISTING ELECTRIC & WATER CONNECTION
 EXISTING ELBOW WITH KNOCK
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MEIES &
ROUNDS[illegible]

NOTE

[illegible]

PROPERTY
OWNER
SOUTH
CENTRAL LLC
ESTD 1999
PO BOX 50218
MIDLAND TX 79710
9551 SOUTH CENTRAL #2020-
3653 & #2021-4742

PLAT FILED FOR
RECORD
MIDLAND
COUNTY, TEXAS
September
DATE

PLAT FILED FOR
RECORD
MID-SEPTEMBER
COUNTY, TEXAS



MAVERICK
CIVIL ENGINEERING /
LAND SURVEYING
1909 West Wall Street,
Suite "K"
Midland, Texas
79701
ENGINEER FIRM #: F-
15089

SURVEY FIRM #:
10194514
Tel: (432) 262-0999 Fax:
10194514
www.maverick-
eng.com

HIGHWAY 158 ADDITION SECTION



Highway 158 Addition, Section 1



Visit Our Website

MIDLANDTEXAS.GOV

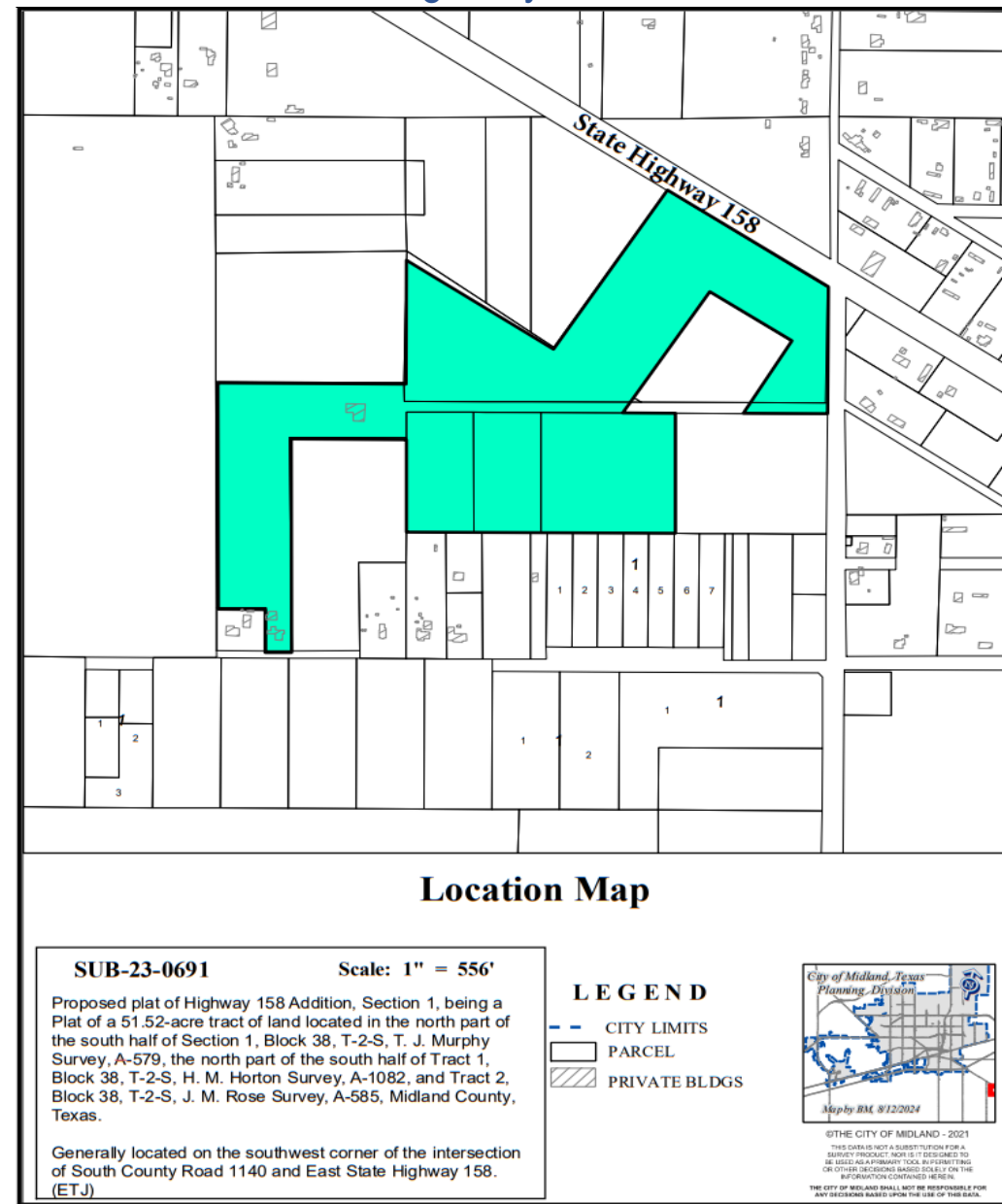
PACKET

15.11

September 10, 2024

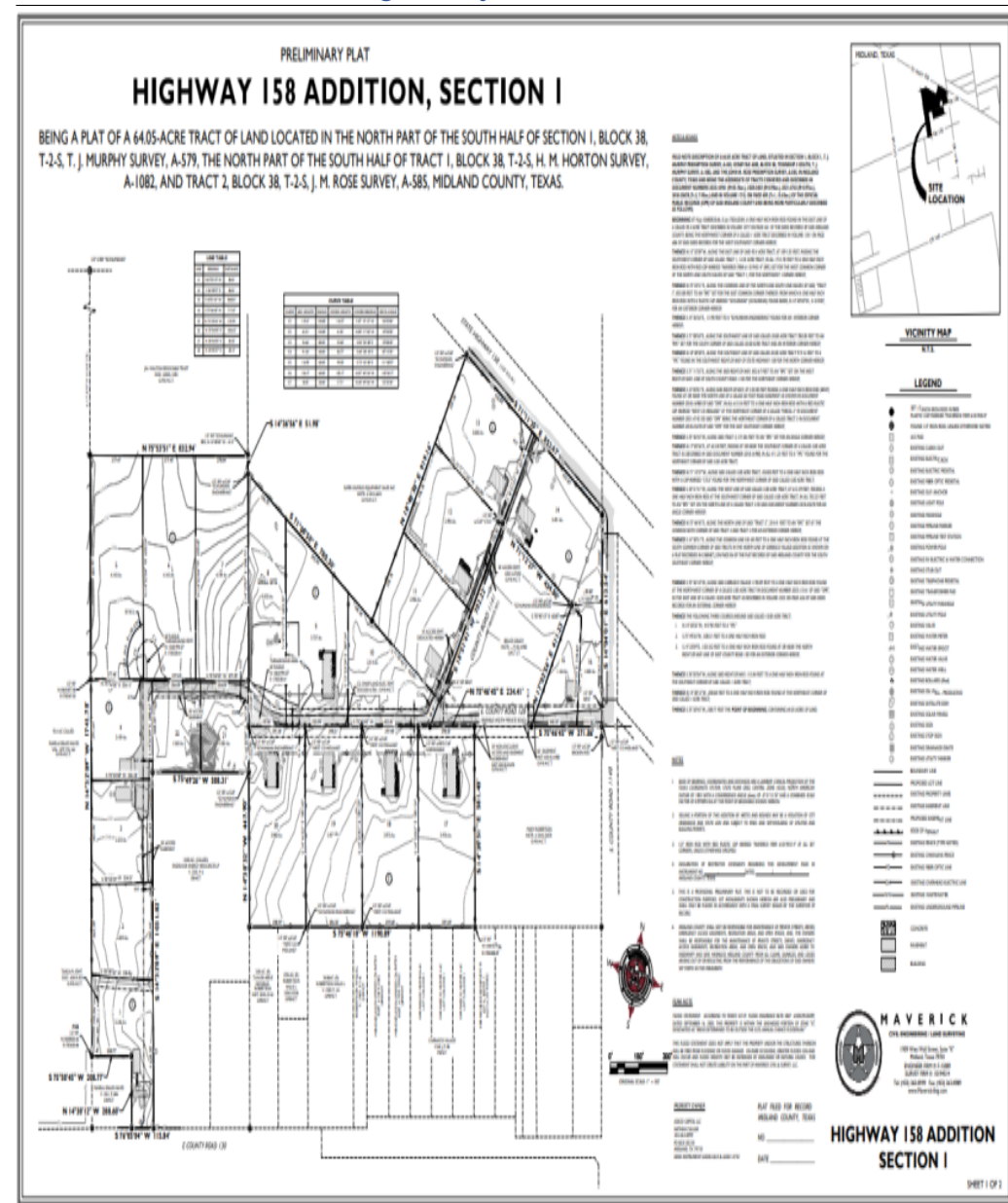
Highway 158 Addition, Section 1

- Maverick Engineering, on behalf of Adicio Capital
- Preliminary Plat Approval
- Located on State Highway 158



Highway 158 Addition, Section 1

- 64.05 acres
- Requesting to replat
- Consists of 21 lots



PRELIMINARY PLAT

HIGHWAY 158 ADDITION, SECTION I

BEING A PLAT OF A 64.05-ACRE TRACT OF LAND LOCATED IN THE NORTH PART OF THE SOUTH HALF OF SECTION I, BLOCK 38, T-2-S, T. J. MURPHY SURVEY, A-579, THE NORTH PART OF THE SOUTH HALF OF TRACT I, BLOCK 38, T-2-S, H. M. HORTON SURVEY, A-1082, AND TRACT 2, BLOCK 38, T-2-S, J. M. ROSE SURVEY, A-585, MIDLAND COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

THAT I, GREGORY W. SHULTS, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A CORRECTLY CONDUCTED SURVEY IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACTS OF THE STATE OF TEXAS, AND THAT THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS ADICO CAPITAL, LLC, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION I, BLOCK I, T. J. MURPHY PREEMPTION SURVEY, A-542, SCAMP FILE 4281, BLOCK 38, TOWNSHIP 2 SOUTH, T. J. MURPHY SURVEY, A-582, AND THE JOHN A. ROSE PREEMPTION SURVEY, A-585, IN MIDLAND COUNTY, TEXAS;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ADICO CAPITAL, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS HIGHWAY 158 ADDITION, SECTION I, AN ADDITION TO MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON;

WITNESS MY HAND AT MIDLAND, TEXAS, THIS

____ DAY OF _____, 2024.

By: NATHAN CULLUM, FOR ADICO CAPITAL, LLC

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATKINS ENERGY

BY: _____

STET

BY: _____

OPTIMUM

BY: _____

PROUDER BROTHERS

BY: _____

ONEOK ELECTRIC DELIVERY

BY: _____

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF HIGHWAY 158 ADDITION, SECTION I, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS, ON THIS

____ DAY OF _____, 2024.

LUCKY SORCELA, CHAIRMAN

LONDON DEWHA, SECRETARY

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS:

THE ____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PROPERTY OWNER

ADICO CAPITAL, LLC
NATHAN CULLUM
432-262-0999

PO BOX 38218
MIDLAND, TX 79710
DEED INSTRUMENT #3203-3653 & #3021-4742

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____

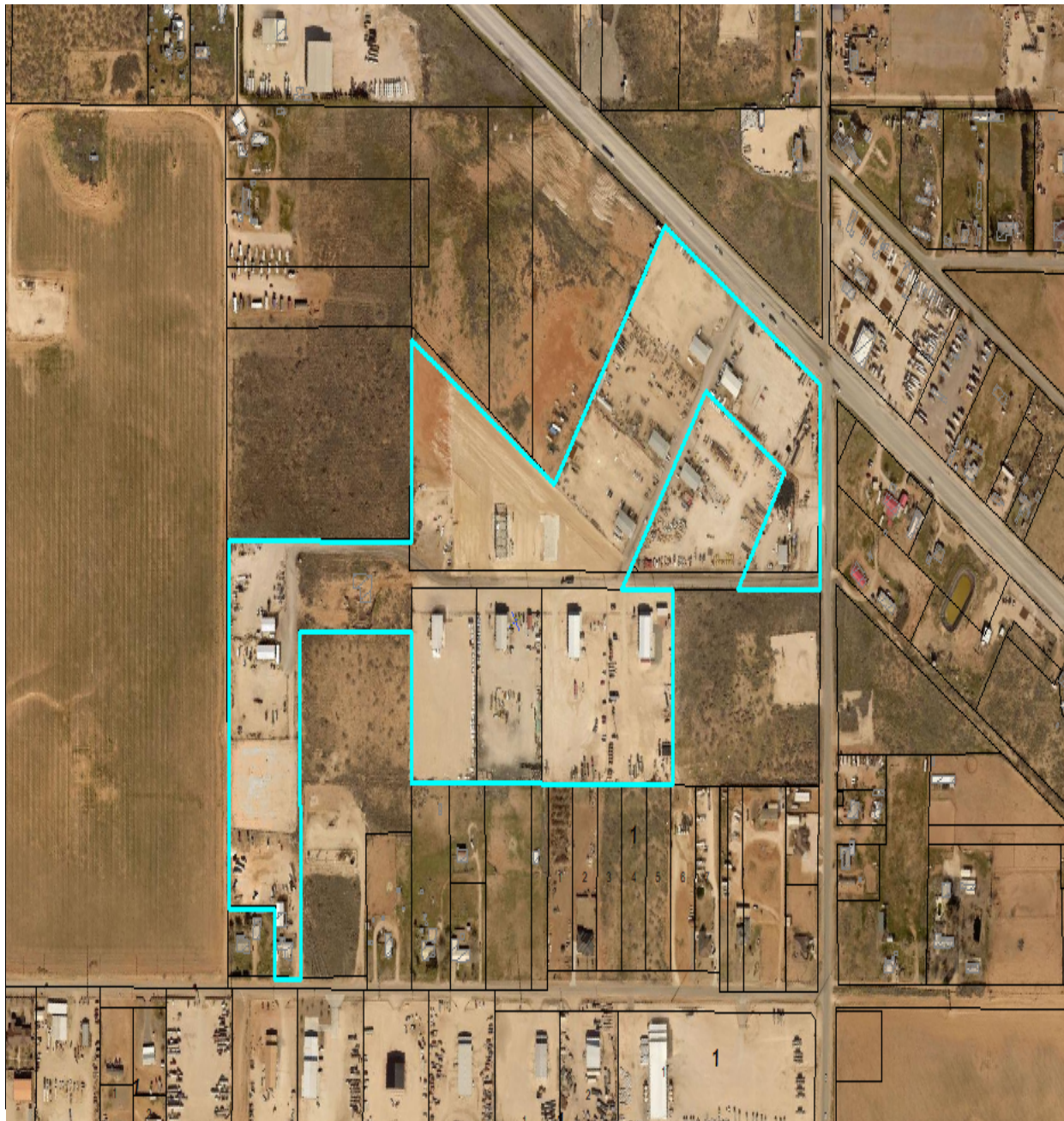


MAVERICK
CIVIL ENGINEERING / LAND SURVEYING

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM # 6-15089
SURVEY FIRM # 10194514
Tel: (432) 362-0999 Fax: (432) 362-0989
www.Maverick-Eng.com

**HIGHWAY 158 ADDITION
SECTION I**

SHEET 2 OF 2



- The plat meets all requirements; therefore, staff recommends approval of Highway 158 Addition, Section 1 subject to the following conditions.
- Condition:
 - A. Public improvements must be completed or a request for a deferral letter must be submitted by Final Plat submittal. [11-2-3(G)1]
 - B. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 16
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Jeff Pinkstaff,
Subject: RESOLUTION GRANTING A VARIANCE FOR AN 11.486-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SOLOMON LANE, APPROXIMATELY 2,400 FEET EAST OF NORTH BIG SPRING STREET), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 150 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Resolution granting a variance to Ordinance 8769, (January 1, 2010 Oil and Gas Well Drilling Ordinance), an 11.486-Acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, (Generally located on the south-side of Solomon Lane, approximately 2,400 feet east of North Big Spring Street), by permitting construction of residences where no portion of any structure is closer than 150 feet of an existing oil and gas well (Hogan 1-13-C 4206H (Hogan 4206H), Hogan 1-24-4307H (Hogan 2605H), Hogan 1-13-D-2808H (Hogan 2808H), and Hogan1-13-C-2806H (Hogan 2806H).

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

Ordinance 8769 states from the application filing date of the oil and gas well permit, any building permit for construction of a building within 500 feet of the well, requires a distance variance.

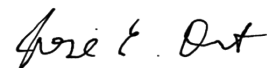
The applicant, Mark Payne of Midland Stonebridge Properties L.P. is developing a residential subdivision located on an 11.486-Acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas that lies within 500 feet of previously permitted oil and gas wells. Mr. Payne is requesting this variance to allow a reduction in the radius to 150 feet for the development of this property. Upon granting of the variance building permits meeting the allowed distance may be issued.

The Operator of the wells (Hogan 1-13-C 4206H (Hogan 4206H), Hogan 1-24-4307H (Hogan 2605H), Hogan 1-13-D-2808H (Hogan 2808H), and Hogan 1-13-C-2806H (Hogan 2806H) is Pioneer Natural Resources and is aware of the variance request before the council. Mr. Payne has notified the operator concerning the variance request.

The ordinance states, "In no event shall a building permit be issued by the City of Midland for any private residence or commercial building to be constructed, either in whole or in part, within three hundred (300) feet of a previously permitted but undrilled Oil and Gas Well or one hundred thirty-five (135) feet of an existing oil and gas well or within one hundred fifty (150) feet of a previously permitted tank battery."

Previously, variances have been granted for other properties within the city limits to allow permits to be issued for residences and commercial buildings as close as 135 feet of existing oil and gas well. Therefore staff recommends approval of this variance.

Attachments: Signed request letter, Exhibit, Metes and Bounds



City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING A VARIANCE FOR AN 11.486-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SOLOMON LANE, APPROXIMATELY 2,400 FEET EAST OF NORTH BIG SPRING STREET), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 150 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS

WHEREAS, pursuant to Section 6-1-23(H)(2)(c) of the City Code of Midland, Texas, the owner of the property described in Section One hereof has applied for a variance in order to receive building permits for the construction of residences where no portion of any structure is closer than 150 feet of an oil and gas well; and

WHEREAS, the City Council finds and determines that granting a variance for such purpose will not present a health or safety risk to the applicant or subsequent occupants of the structures;

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

SECTION ONE. That a variance is hereby granted for an 11.486-acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein, by permitting construction of residences where no portion of a structure is closer than 150 feet of an oil and gas well.

SECTION TWO. That the Building Official is hereby authorized and directed to issue building permits to the applicant and to other appropriate parties, entities, individuals, successors or assigns for such purpose with the following notation: “This building permit is issued for a structure to be constructed on a lot or tract located within 500 feet of a previously permitted Oil and Gas Well, but no portion of the structure shall be closer than 150 feet of a previously permitted Oil and Gas Well.”

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**A 11.486-ACRE TRACT OF LAND IN
SECTION 1, BLOCK "X",
H.P. HILLIARD SURVEY, ABSTRACT NO. 11
MIDLAND COUNTY, TEXAS**

A 11.486-acre tract of land in Section 1, Block "X", H.P. Hilliard Survey, Abstract No. 11, Midland County, Texas, being a portion of that certain 105.40-acre tract conveyed to Mark A. Payne, described in a special warranty deed recorded in Document No. 2013-15577 of the Official Public Records of Midland County, Texas, said 11.486-acre tract being further described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set in the east right-of-way line of Cooper Creek Road, dedicated in Stonebridge Addition Section 3, recorded in Plat Cabinet "L", Page 57 of the Plat Records of Midland County, Texas, for the southwest corner of that certain 4.30-acre tract, conveyed to Parsley Energy, L.P. described as Parcel B1 in a warranty deed recorded in Document No. 2018-2415 of said Official Public Records, for the northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,714,597.89 and EASTING: 1,756,879.29, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, and from which the southwest corner of said Section 1, Block "X" as shown on said Stonebridge Addition, Section 3 bears *South 75 degrees 39 minutes 47 seconds West* a distance of 2066.61 feet and *South 14 degrees 22 minutes 02 seconds East* a distance of 2229.21 feet;

(1) THENCE *North 75 degrees 39 minutes 47 seconds East* a distance of 679.11 feet along the south line of said 4.30-acre tract and the south line of that certain 7.91-acre tract conveyed to Parsley Energy, L.P. described as Parcel "B" in said Document No. 2018-2415, to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the northeast corner of this tract, and from which a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found at the most southerly southeast corner of said 7.91-acre tract bears *North 75 degrees 39 minutes 47 seconds East* a distance of 454.59 feet, and *South 58 degrees 13 minutes 38 seconds East* a distance of 180.91 feet;

(2) THENCE *South 14 degrees 22 minutes 00 seconds East* a distance of 664.69 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner of this tract;

(3) THENCE *South 59 degrees 22 minutes 00 seconds East* a distance of 21.21 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for a corner of this tract;

(4) THENCE *South 14 degrees 22 minutes 00 seconds East* a distance of 60.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6889" set for the most southerly southeast corner of this tract;

(5) THENCE *South 75 degrees 38 minutes 00 seconds West* a distance of 679.11 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the east right-of-way line of said Cooper Creek Road, for the southwest corner of this tract, and from which a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found bears *South 30 degrees 34 minutes 53 seconds West* a distance of 21.22 feet;

(6) THENCE along the east right-of-way line of said Cooper Creek Road, the following 11 courses,

- a) *North 14 degrees 22 minutes 00 seconds West* a distance of 60.00 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
- b) *North 59 degrees 21 minutes 07 seconds West* a distance of 21.22 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
- c) *North 14 degrees 22 minutes 00 seconds West* a distance of 192.50 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
- d) *North 30 degrees 38 minutes 52 seconds East* a distance of 21.21 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
- e) *North 14 degrees 22 minutes 00 seconds West* a distance of 55.00 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
- f) *North 59 degrees 21 minutes 08 seconds West* a distance of 21.22 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;

- g) *North 14 degrees 22 minutes 00 seconds West* a distance of 195.00 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
- h) *North 30 degrees 38 minutes 54 seconds East* a distance of 21.21 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
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- k) *North 14 degrees 22 minutes 00 seconds West* a distance of 107.53 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distances and areas called in this description are based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. Distances are grid and area calculations are based on grid distances. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect this tract. A plat of this survey accompanies this description.

Surveyed on the ground: August 14th, 2024

Signed: By Franklin Leamons August 14, 2024


Franklin Leamons
R.P.L.S. 6889



**A 11.486-ACRE TRACT OF LAND IN
SECTION 1, BLOCK "X",
H.P. HILLIARD SURVEY, ABSTRACT NO. 11
MIDLAND COUNTY, TEXAS**

A 11.486-acre tract of land in Section 1, Block "X", H.P. Hilliard Survey, Abstract No. 11, Midland County, Texas, being a portion of that certain 105.40-acre tract conveyed to Mark A. Payne, described in a special warranty deed recorded in Document No. 2013-15577 of the Official Public Records of Midland County, Texas, said 11.486-acre tract being further described by metes and bounds as follows:

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- e) *North 14 degrees 22 minutes 00 seconds West* a distance of 55.00 feet to a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found for a corner hereof;
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Surveyed on the ground: August 14th, 2024

Signed: By Franklin Leamons August 14, 2024


Franklin Leamons
R.P.L.S. 6889





City Council Meeting

Item Number: 16
Meeting Date: September 10th, 2024
To: City Council / City Manager
From: Jeff Pinkstaff, Building Official
Subject: Resolution granting a variance to Ordinance 8769, (January 1, 2010 Oil and Gas Well Drilling Ordinance), for an 11.486-Acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, (Generally located on the south-side of Solomon Lane, approximately 2,400 feet east of North Big Spring Street) by permitting construction of residences where no portion of any structure is closer than 150 feet of an existing oil and gas well (Hogan 1-13-C 4206H (Hogan 4206H), Hogan 1-24-4307H (Hogan 2605H), Hogan 1-13-D-2808H (Hogan 2808H), and Hogan1-13-C-2806H (Hogan 2806H). (DISTRICT: 1) (DEVELOPMENT SERVICES)

Purpose

Resolution granting a variance to Ordinance 8769, (January 1, 2010 Oil and Gas Well Drilling Ordinance), an 11.486-Acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, (Generally located on the south-side of Solomon Lane, approximately 2,400 feet east of North Big Spring Street), by permitting construction of residences where no portion of any structure is closer than 150 feet of an existing oil and gas well (Hogan 1-13-C 4206H (Hogan 4206H), Hogan 1-24-4307H (Hogan 2605H), Hogan 1-13-D-2808H (Hogan 2808H), and Hogan1-13-C-2806H (Hogan 2806H).

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Discussion:

Ordinance 8769 states from the application filing date of the oil and gas well permit, any building permit for construction of a building within 500 feet of the well, requires a distance variance.

The applicant, Mark Payne of Midland Stonebridge Properties L.P. is developing a residential subdivision located on an 11.486-Acre tract of land out of Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas that lies within 500 feet of previously permitted oil and gas wells. Mr. Payne is requesting this variance to allow a reduction in the radius to 150 feet for the development of this property. Upon granting of the variance building permits meeting the allowed distance may be issued.

The Operator of the wells (Hogan 1-13-C 4206H (Hogan 4206H), Hogan 1-24-4307H (Hogan 2605H), Hogan 1-13-D-2808H (Hogan 2808H), and Hogan1-13-C-2806H (Hogan 2806H) is Pioneer Natural Resources and is aware of the variance request before the council. Mr. Payne has notified the operator concerning the variance request.

The ordinance states, *"In no event shall a building permit be issued by the City of Midland for any private residence or commercial building to be constructed, either in whole or in part, within three hundred (300) feet of a previously permitted but undrilled Oil and Gas Well or one hundred thirty-five (135) feet of an existing oil and gas well or within one hundred fifty (150) feet of a previously permitted tank battery."*

Previously, variances have been granted for other properties within the city limits to allow permits to be issued for residences and commercial buildings as close as 135 feet of existing oil and gas well. Therefore staff recommends approval of this variance.

Attachments: Signed request letter, Exhibit, Metes and Bounds

City Manager's Office

Jeff Pinkstaff
City of Midland
300 N. Loraine Street
Midland, TX 79701

Re: Stonebridge Addition, Section 5 – Setback Variance for well Hogan #4206H, #2605H, #2808H, and #2806H Located in Section 1, Block 'X' H.P. Hilliard Survey, City of Midland, Midland County, TX.

Dear Mr. Pinkstaff:

I, Mark A. Payne, being a representative of Midland Stonebridge Properties, LP, the owner of Stonebridge Addition, Section 5 (being an 11.49 Acre tract Located in Section 1, Block 'X' H.P. Hilliard Survey, City of Midland, Midland County, TX) am writing to request a variance be granted from Ordinance #8769 of the "Midland Texas Code of Ordinances" regarding "Oil and gas well permits issued on or after January 1, 2010" with an effective date of January 1, 2010.

The Hogan Units are owned and operated by Pioneer Natural Resources USA Inc.

Table 1: Hogan Units Permitted Dates

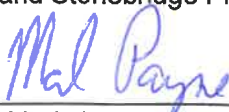
Unit	Date Permitted	Date Approved
4206H	10/27/2018	10/30/2018
2605H	07/24/2020	07/29/2020
2808H	07/24/2020	07/29/2020
2806H	06/20/2019	06/24/2019

The attached exhibit shows the location of these four wells in relation to the proposed residential and non-residential lots in the subdivision. In order to develop these lots, residences and non-residential structures will need to be built within the 500-foot radius of these wells. No structures will be within 150 feet of the permitted wells.

Paragraph H.2.c of Ordinance #8769 states that: "An owner of private residences or commercial structures may request a variance from the City Council in order to receive a building permit for the construction of a residence or building within 500 feet of any previously permitted oil and gas well." I request that the city grant a variance from the stated section of the City of Midland Code of Ordinances to obtain a building permit for the requested lots. I also ask you to place this item on the agenda of the Midland City Council, at the next possible date, in order to consider this request.

Sincerely,

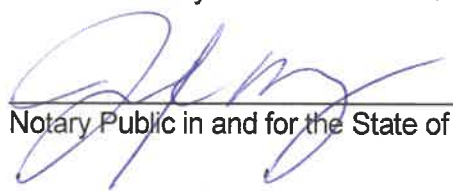
Midland Stonebridge Properties, LP

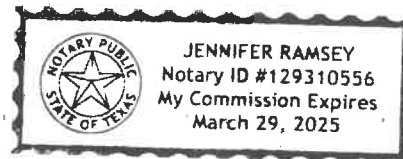
By 
Mark A. Payne, President

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, Jennifer Ramsey, on this day personally appeared Mark A. Payne, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 12th day of June, 2024.


Notary Public in and for the State of Texas

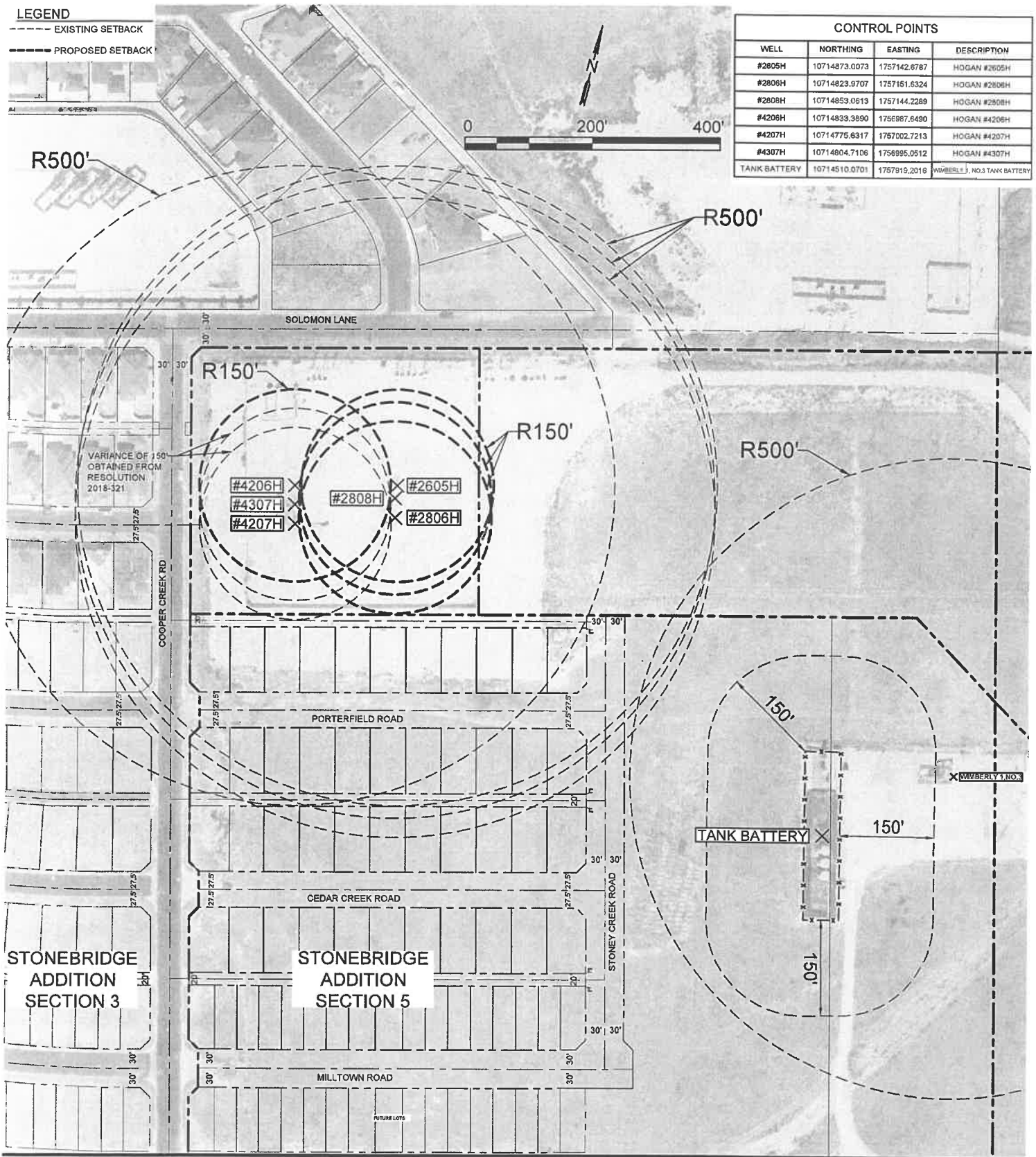


LEGEND

--- EXISTING SETBACK
 --- PROPOSED SETBACK

CONTROL POINTS

WELL	NORTHING	EASTING	DESCRIPTION
#2605H	10714873.0073	1757142.8787	HOGAN #2605H
#2806H	10714823.9707	1757151.6324	HOGAN #2806H
#2808H	10714853.0613	1757144.2289	HOGAN #2808H
#4206H	10714833.3890	1756987.6480	HOGAN #4206H
#4207H	10714775.6317	1757002.7213	HOGAN #4207H
#4307H	10714804.7106	1756995.0512	HOGAN #4307H
TANK BATTERY	10714510.0701	1757919.2016	WIMBERLY NO. 3 TANK BATTERY



MIDLAND STONEBRIDGE PROPERTIES, L.P.
STONEBRIDGE ADDITION SECTION 5

OIL & GAS SETBACK VARIANCE REQUEST
 HOGAN #2605H, #2806H, #2808H, AND #4206H

Parkhill

Parkhill.com

VARIANCE REQUEST

Issue: 1
 Date: 06/11/2024
 September 10, 2024 41855.23
 Sheet: 1

PACKET

16.13



City Council Meeting

Item Number: 17
Meeting Date: August 27, 2024, September 10, 2024
To: City Council / City Manager
From: Daniel Humbert, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, YMCA ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF AVALON DRIVE AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A CHILD-CARE: DAY-CARE CENTER; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

LCA, Inc., on behalf of YMCA of Midland, is requesting a Specific Use Designation without Term for a day-care center located at 5549 Avalon Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The property to the north is a neighborhood zoned CE, Country Estate District developed with single family-homes.

The properties to the south and west are zoned AE, Agricultural Estate District and are the locations of a shed and agricultural buildings.

The properties to the east are zoned RR, Regional Retail District and SF-3, Single-Family Dwelling District and are the locations of Oil Wells and an AT&T Cell Tower.

Analysis:

The property is located at 5549 Avalon Drive and is currently being developed into a recreational facility. The property is zoned AE, Agricultural Estate District, which allows for the use of *Child-Care: Day-Care Center* with a Specific Use Designation without Term. Per the definition of *Child-Care: Day-Care Center* as defined in Section 11-1-2.01.71:

Per Section 42.002 of the State of Texas Human Resource Code, as may be amended, "day-care center" means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week. [11-1-2.01.71]

The hours of operation for the YMCA are:

Monday through Sunday from 5 a.m. to 9 p.m.

The proposed hours of operation for the Child Care: Day-Care Center are:

Monday through Sunday from 7:30 a.m. to 9:00 p.m.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan as the Tall City Tomorrow Plan designated this area as U-M, Urban-Medium. The U-M designation supports a mix of uses, including single-family residential, multi-family housing, schools, mid-sized parks and churches, commercial and other mixed uses. The YMCA and the Child-Care is a use that is complementary to the surrounding residential development as it provides services that benefit the surrounding property owners.

The request is also in compliance with Chapter 6-Character Plan Goal 4, which is to "Create vibrant multi-use destinations that support activities and residential settings for multiple generations." This day-care center will enhance the quality of life in Midland by alleviating time restrictions for childcare, afterschool programs, and other similar youth outreach programs where current time limitations prohibit and encumber the effectiveness of these services.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objection

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

No objections.

Planning:

The Planning & Zoning Commission recommended denial of this request on August 5, 2024.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for a Child Care: Day-Care Center, subject to Conditions A through E.

Conditions:

- A. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday 7:30 a.m. to 9:00 p.m.**
- B. That the Establishment shall be operated in compliance with all applicable state and local laws, ordinances, rules and regulations.**
- C. That the following shall be located along the north side of the Property, approximately five feet (5') south of the Mockingbird Lane right-of-way:**
 - 1. a screening wall or a fence that is three feet six inches (3' 6") to eight feet (8') in height that is constructed of masonry, wrought iron, or a combination thereof; or**
 - 2. a berm with shade trees that are spaced a maximum of 30 feet apart.**
- D. That no vehicular or pedestrian access to or egress from the Property shall be permitted off of Mockingbird Lane except to the extent permitted by Building Permit No. COM24-000002024.**

E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

Letters of Objection:

As of August 21, 2024, staff has received 5 letters of objection resulting in a 31.8% objection percentage. Supermajority vote by Council is required for this item to pass.

There are two letters from Peggy Veatch. However, only one objection per address is counted in the objection percentage. Therefore, the above percentage is the percentage of four objections.

Attachments:

Application
Maps
Photos
Objection Letters
PowerPoint

For E. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, YMCA ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF AVALON DRIVE AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A CHILD-CARE: DAY-CARE CENTER; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas (the “Property”) as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for a Child-Care: Day-Care Center as defined in Section 11-1-2.01 of the City Code (the “Establishment”), together with the uses permitted in the present AE, Agricultural Estate District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

- A. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday 7:30 a.m. to 9:00 p.m.
- B. That the Establishment shall be operated in compliance with all applicable state and local laws, ordinances, rules and regulations.
- C. That the following shall be located along the north side of the Property, approximately five feet (5') south of the Mockingbird Lane right-of-way:
 - 1. a screening wall or a fence that is three feet six inches (3' 6") to eight feet (8') in height that is constructed of masonry, wrought iron, or a combination thereof; or
 - 2. a berm with shade trees that are spaced a maximum of 30 feet apart.
- D. That no vehicular or pedestrian access to or egress from the Property shall be permitted off of Mockingbird Lane except to the extent permitted by Building Permit No. COM24-000002024.
- E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney


**Specific Use Designation
Application (Non-Alcohol)**
Case Number: SUD-24-0043

Ord. Number: _____

Applicant (if acting as Agent, see affidavit on page 2) Printed Name: LCA, Inc. (Agent for property owner)		Phone (432) 332-5058 Email LCA@LCAODESSA.COM	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Property Owner Printed Name: YMCA of Midland / Christine Bearden, CEO		Phone (432) 682-2551 Email cthomas@midlandymca.org	
Address 800 North Big Spring Street PO BOX 954 -79702	City Midland Midland	State TX TX	Zip 79701 79702

Representative (if different from Applicant or Property Owner) Firm: _____ Printed Name: _____		Phone () Email	
Address	City	State	Zip

Type of Permit: SUD without Term	For Office Use Only ☐ with Term ☐ without Term
Is there any Code Enforcement action pending on property? ☐ Yes ☒ No	

Street Address: 6401 Mockingbird Lane	(A new address is pending. GIS is working on assigning an address for the property off of Avalon).
Legal Description Lot: 1 Block: 1 Subdivision: YMCA Addition, Section 1	

Current Zoning: AE	
Maximum Floor Area: 12,405	Maximum Occupancy: 535
Proposed hours and days of use or operation: Hours of operation for SUD services = Monday-Sunday (7 days a week) from 7:30 AM-9:00 PM. YMCA's full operational hours are 5:00 AM to 9:00PM. Monday-Sunday.	
Reason for request: SUD will alleviate time restrictions for childcare, after school programs, and other similar youth outreach programs where current time limitations prohibit and encumber the effectiveness of these services.	
Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: As a 501C3 Nonprofit, the YMCA is dedicated to improving public safety, health, morals, general welfare. As such, this SUD application adds to the YMCA's ability to service the area's increasing and long undeserved need for affordable child care.	

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
 - Parking (if applicable)
 - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Date:

Applicant (printed):

Property Owner (signature):

Christine R. Bearden

Date:

6-14-24

Property Owner (printed):

Christine R. Bearden

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

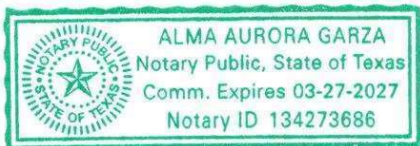
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Lewi Bryand who, being by me duly sworn, upon oath says: That (s)he is authorized by Christine R. Bearden (VMCA), the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 10th day of June, 2024, to certify which witness my hand and seal of office.



Alma Aurora Garza
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY☒ Property Owner Authorization☒ Dimensioned Site Plan☒ Application Fee☐ Site Plan in Digital Format (PDF/JPEG)

Check #

42381

Received By:

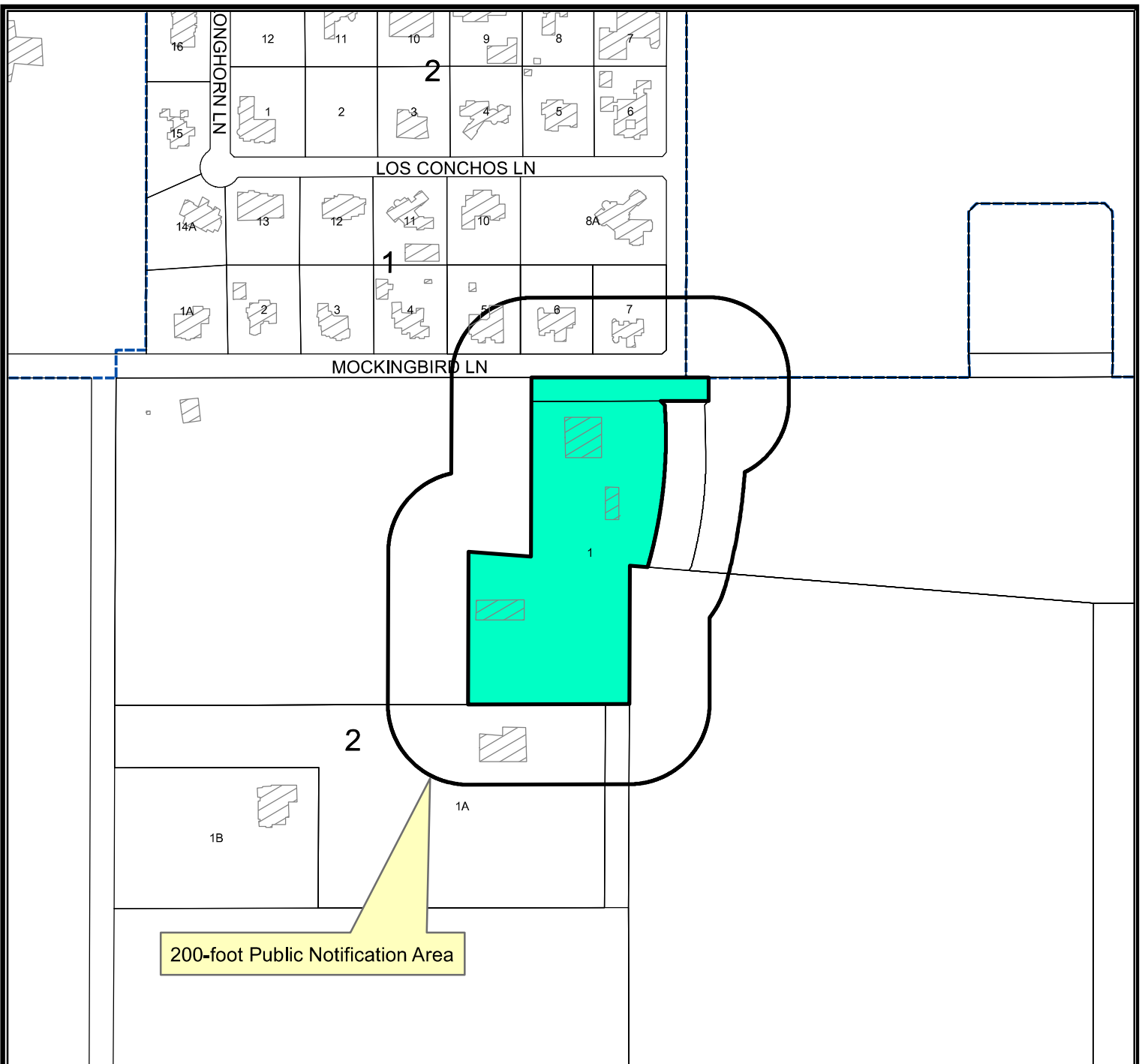
[Signature]

Date:

RECEIVED
JUN 20 2024

BY:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

SUDwo-24-0043

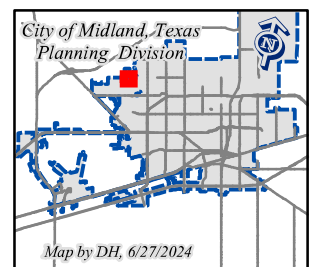
Scale: 1" = 360'

Consider a request by LCA, Inc., on behalf of YMCA of Midland, for a Specific Use Designation Without Term for a Child-Care: Day-Care Center on Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

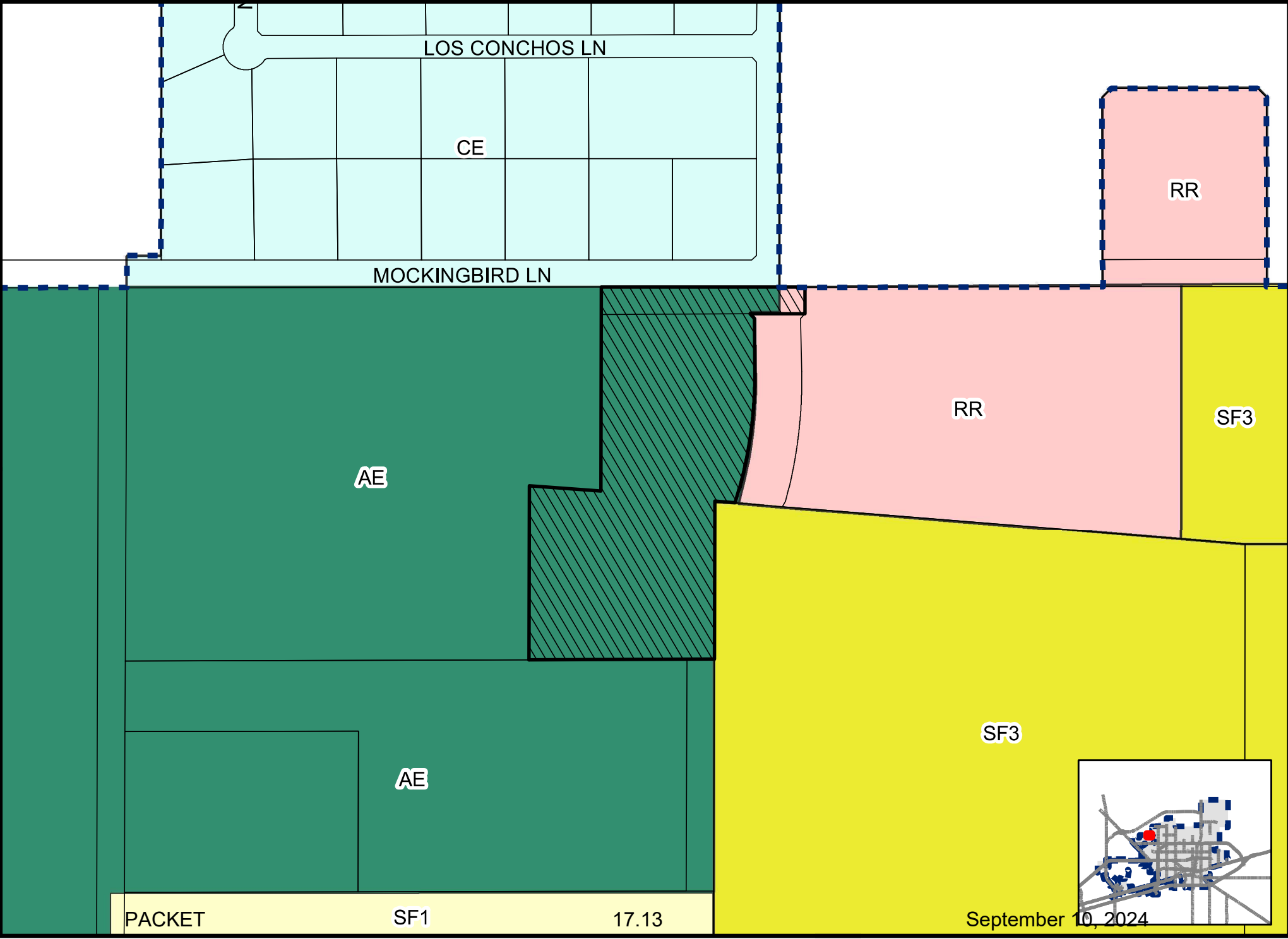
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. NOR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 10, 2024

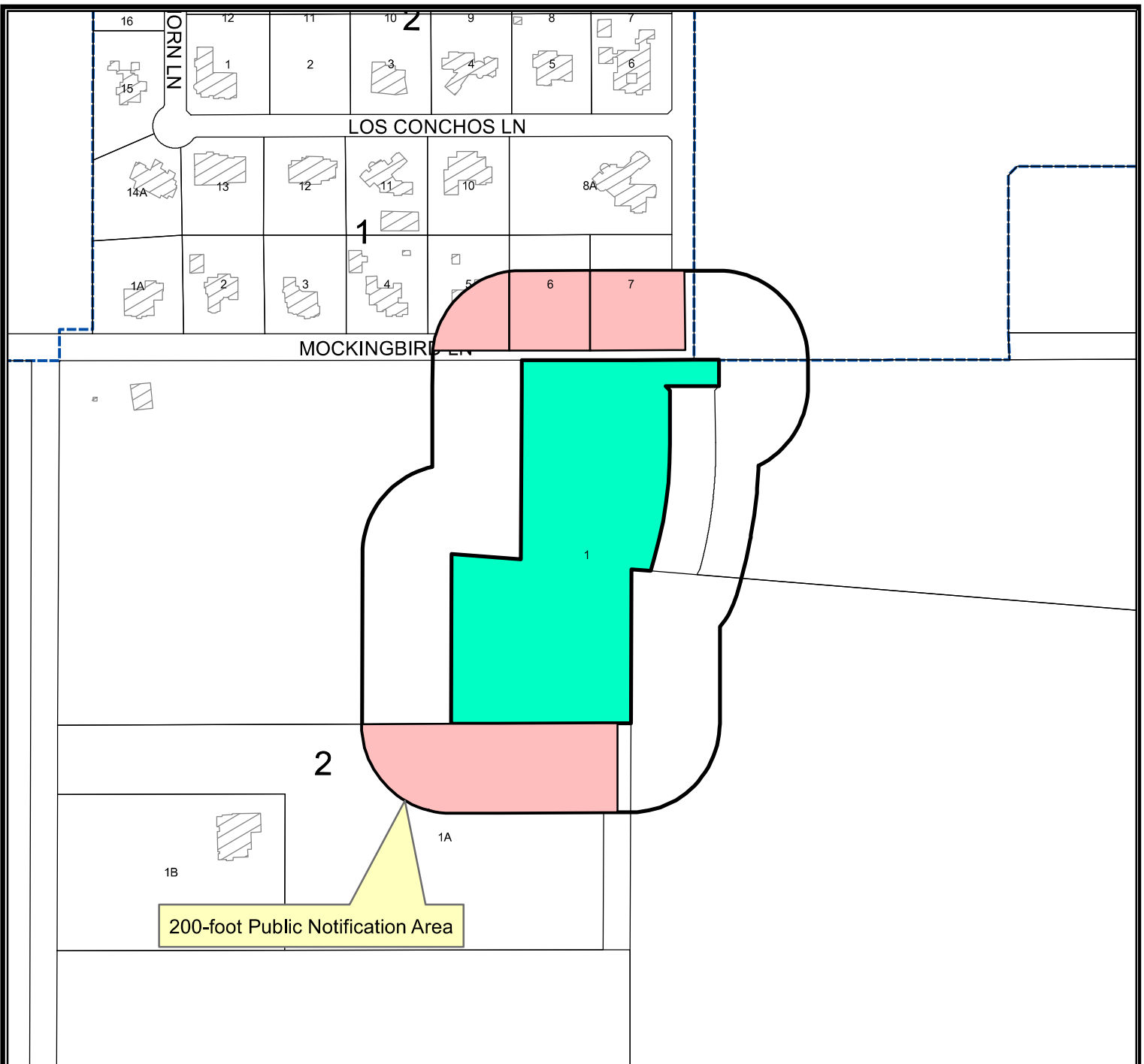
PACKET

17.12









31.8% Objection

SUDwo-24-0043

Scale: 1" = 324'

Consider a request by LCA, Inc., on behalf of YMCA of Midland, for a Specific Use Designation Without Term for a Child-Care: Day-Care Center on Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.

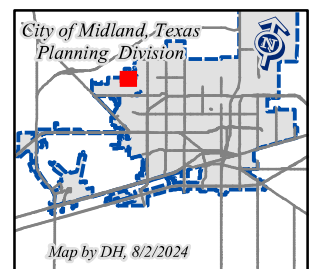
Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)

PACKET

17.16

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021

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September 10, 2024



RECEIVED
JUL 30 2024

PEGGY VEATCH
5508 GOLDEN GATE DR
MIDLAND TX 79707-9608

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, August 5, 2024**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701 on a request by **LCA, Inc., on behalf of YMCA of Midland**, for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)

CURRENT ZONING: AE, Agricultural Estate District.

SPECIFIC USE: Child-Care: Day-Care Center.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered in writing** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ☒ **Comments:** *I DO NOT want my bldgs or property restricted for any YMCA reason to prevent me from further development on my property. This project is going to create too much traffic and an unacceptable noise level for a residential area.*

Required Information:

Peggy Veatch Peggy Veatch 5508 Golden Gate Dr
Property Owner's Signature Printed Name Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 7/25/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Landon Ochoa
Planning Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: <http://www.midlandtexas.gov/9671/PrimeGov-Meetings>



JAQUEZ EDWIN DANIEL
6400 MOCKINGBIRD LN
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ☒ Comments: Nightmare Traffic. Infrastructure not there!

Required Information:

Edwin Jaquez
Property Owner's Signature

Edwin Jaquez
Printed Name

6400 Mockingbird Ln
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 7/25/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Landon Ochoa
Planning Manager
Department of Development Services

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BURKHOLDER *Audrey*
6406 MOCKINGBIRD LN
MIDLAND TX 79707

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I object to this request ☒ Comments: *Lack of infrastructure / traffic / originally stated no*
This organization has not worked with requested.
the neighborhood.

Required Information:
[Signature] *Audrey Burkholder* *6406 Mockingbird Ln 79707*
Property Owner's Signature Printed Name Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 7/25/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

[Signature]
Landon Ochoa
Planning Manager
Department of Development Services

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BARNHILL BOBBY D
6412 MOCKINGBIRD LN
MIDLAND TX 79707

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I object to this request ☒

Comments:

WE Strongly object & are utterly opposed

Required Information:

Property Owner's Signature

Printed Name

Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8

Date Mailed: 7/25/2024

Case Number: SUDwo-24-0043

Case Name: YMCA of Midland

Planner's Initials: DH

Landon Ochoa

Landon Ochoa

Planning Manager

Department of Development Services

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AUG 14 2024

PEGGY VEATCH
5508 GOLDEN GATE DR
MIDLAND TX 79707-9608

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday, August 27, 2024**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, on an appeal by **LCA, Inc., on behalf of YMCA of Midland**, for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)

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SPECIFIC USE: Child-Care: Day-Care Center.

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I object to this request ☒ Comments: *All infreasure should be finalized and completed before a company developes and builds to do business in that area. Since this is a country estates residential area, limited business hours should be in place. Would like to see plans being considered.*

Required Information:

Peggy Veatch
Property Owner's Signature

Peggy Veatch
Printed Name

5508 Golden Gate Dr
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 8/9/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Landon Ochoa
Senior Planner
Department of Development Services

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www.MidlandTexas.gov



Specific Use Designation Without Term for a Child-Care: Day-Care Center

YMCA

August 27, 2024



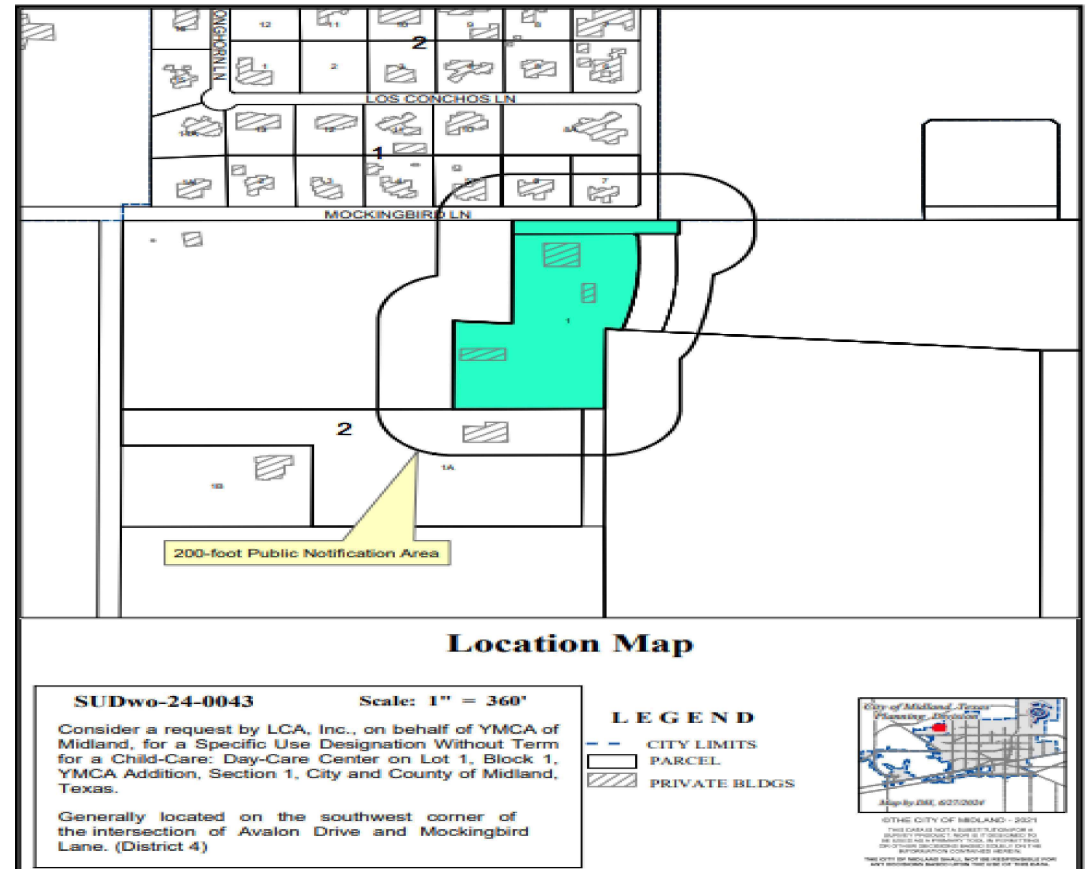
Visit Our Website:
MIDLANDTEXAS.GOV

1

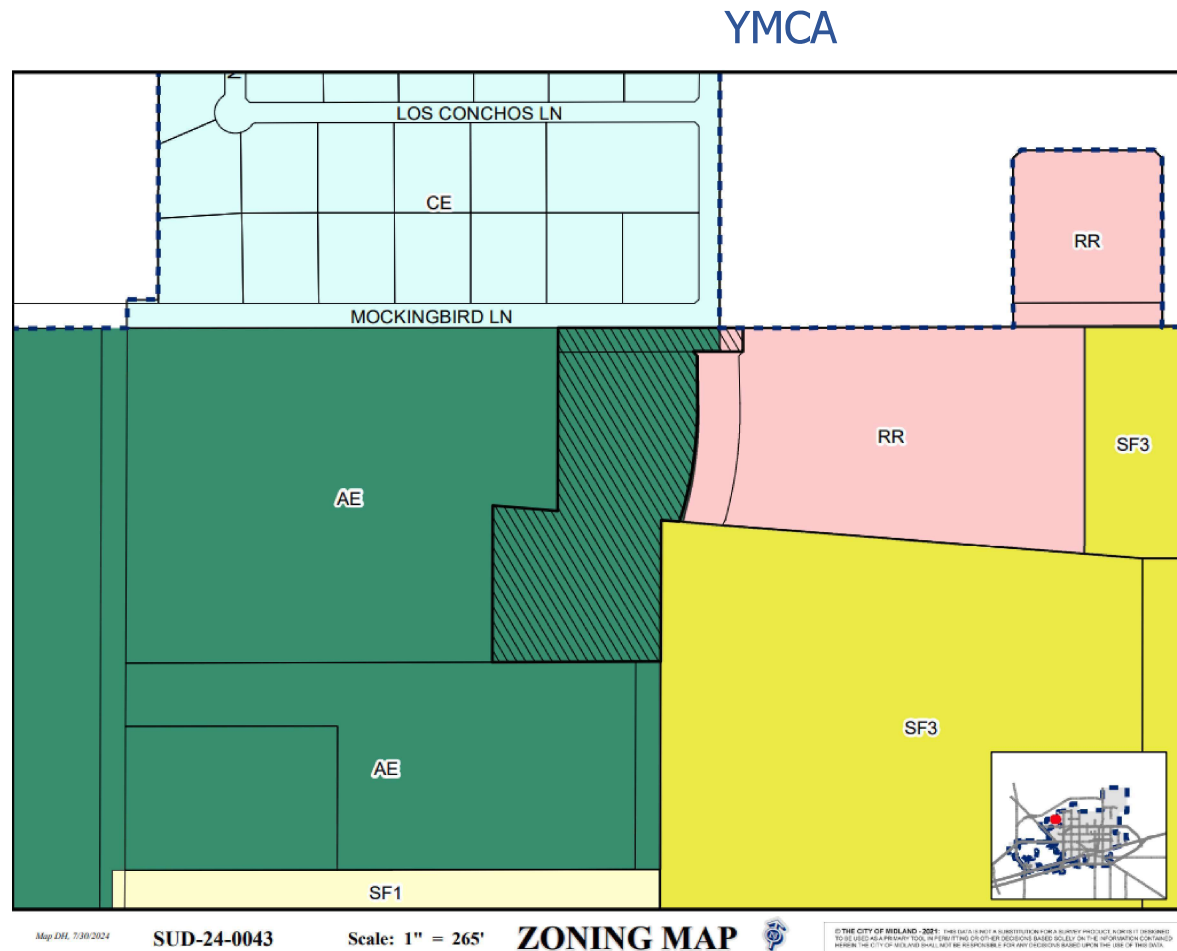


YMCA

- Property Owner: YMCA of Midland
- Applicant: LCA, inc. (acting as agent for the property owner)
- SUD Without Term for a Child-Care: Day-Care Center
- Located at 5549 Avalon Drive
- District 4

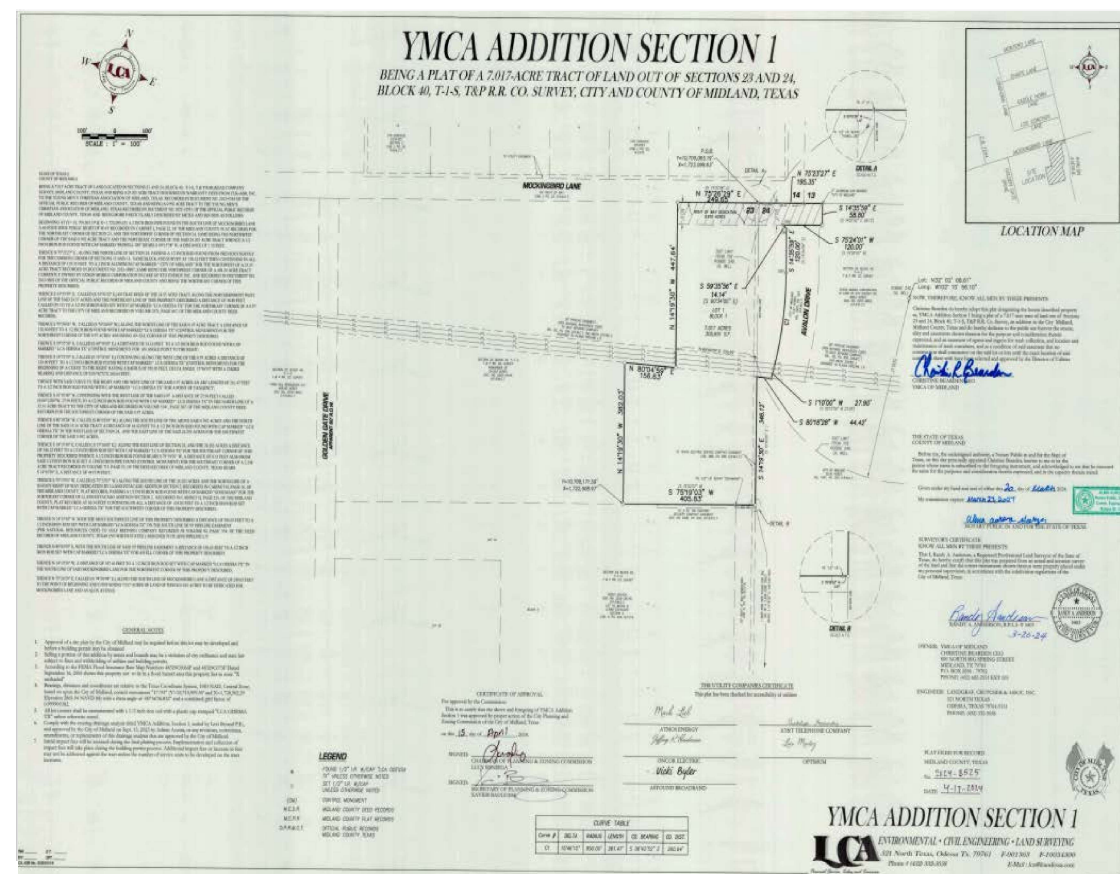


- Current Zoning: AE, Agricultural Estate District
- Surrounding Zoning:
 - North: CE, Country Estate District
 - East: RR, Regional Retail District
 - South & West: AE, Agricultural Estate
- The use of Child-Care: Day-Care Center is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03



YMCA

- SUD will be for the entirety of YMCA Addition, Section 1
- Proposed Days and Hours of Operation:
 - Monday - Sunday, 5 a.m. to 9 p.m.
- Proposed Days and Hours of SUD:
 - Monday - Sunday, 7:30 a.m. to 9:00 p.m.



4

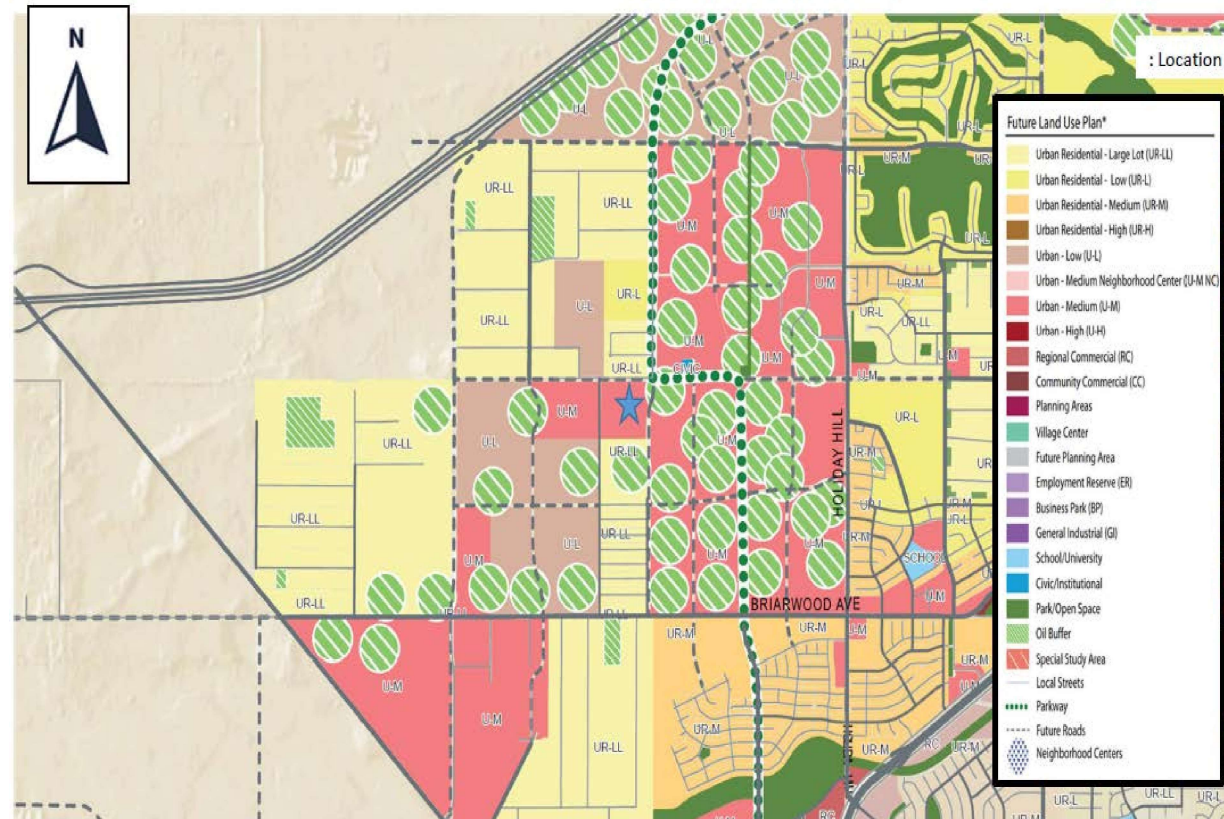
PACKET

17.25

September 10, 2024



- TCT Land Use Designation: Urban-Medium (U-M)
- Supported Uses:
 - Supports a mix of uses complementary to each other
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



YMCA

- Current Use of the Property: Currently being developed into a Recreational Facility
- Surrounding Uses:
 - North: Residential Dwellings
 - South: Building for Agricultural Use
 - East: Oil and Gas Well and AT&T Cell Tower
 - West: shed





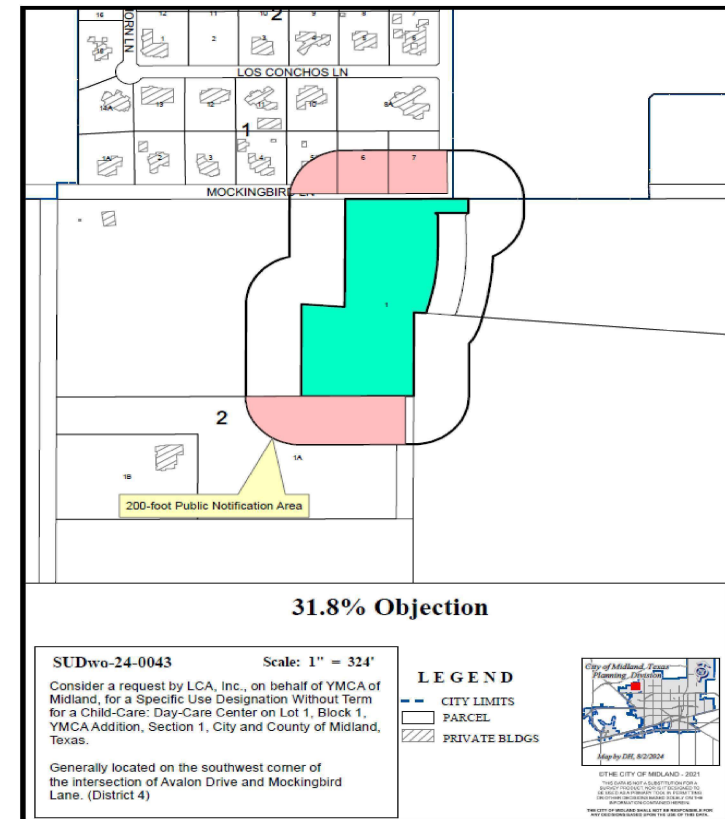
7

On Mockingbird Lane, Looking South



- 4 objections received
- Reason for Objections:
 - Concerns about increased traffic
- Objections Percentage: 31.8%
- Supermajority vote by Council is required for approval

YMCA



- Recommendation
 - Staff has received four letters of objection as of August 21, 2024.
 - The Planning & Zoning Commission recommended denial of this request on August 5, 2024.
 - Staff recommends approval of the request of the Specific Use Designation without Term for a Child-Care: Day-Care Center, subject to Conditions A through E.

Conditions:

- A. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday 7:30 a.m. to 9:00 p.m.
- B. That the Establishment shall be operated in compliance with all applicable state and local laws, ordinances, rules and regulations.
- C. That the following shall be located along the north side of the Property, approximately five feet (5') south of the Mockingbird Lane right-of-way:
 - 1. a screening wall or a fence that is three feet six inches (3' 6") to eight feet (8') in height that is constructed of masonry, wrought iron, or a combination thereof; or
 - 2. a berm with shade trees that are spaced a maximum of 30 feet apart.

- D. That no vehicular or pedestrian access to or egress from the Property shall be permitted off of Mockingbird Lane except to the extent permitted by Building Permit No. COM24-000002024.
- E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.



City Council Meeting

Item Number: 18
Meeting Date: August 27, 2024, September 10, 2024
To: City Council / City Manager
From: Landon Ochoa, Planning Division Manager
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1A, BLOCK 97, ORIGINAL TOWN ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BAIRD STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Midland County, is requesting to rezone Lot 1A, Block 97, Original Town, Section 26, City and County of Midland, Texas, from LI, Light Industrial District to O-1, Office District to construct a new Justice of the Peace building at 301 S Main.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:**Surrounding Zoning and Land Use:**

The properties to the north, south, & west are zoned LI, Light Industrial District, and are the location of a jail and business and businesses. The property to the north is zoned CB, Central Business District and is the location of Front Street.

Analysis:

The applicant is requesting this change from LI, Light Industrial District, to O-1, Office District, in order to construct a new County Annex. This property was recently replatted into one lot as to obtain permits. The Future Land Use Map Chapter 3 of the Tall City Tomorrow Comprehensive Plan designated this area as Urban-Medium (U-M) which calls for commercial zonings such as Office Districts.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments or objections

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The Planning & Zoning recommended approval this request August 5, 2024.

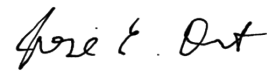
Staff recommends approval of this request for a zone change.

Letters of Objection:

As of August 21, 2024, staff has not received any letters of objection.

Attachments:

Application
Location Map
Zoning Map
Aerial
Photo
PowerPoint Presentation



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1A, BLOCK 97, ORIGINAL TOWN ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BAIRD STREET AND EAST INDIANA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1A, Block 97, Original Town Addition, Section 26, City and County of Midland, Texas (the “Property”) to O-1, Office District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to O-1, Office District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Terry Johnson

Phone: (432) 427-370

Email
tjohnson@mccounty.com

Address

500 N. Loraline

City

Midland

State

TX

Zip

79701

Property Owner

Printed Name: Midland County

Phone (432) 427-370

Email
4327427370

Address

City

State

Zip

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: Terry Johnson

Phone (432) 427-370

Email

Address

City

State

Zip

Street Address: 301 S Main, 300 S Baird

Legal Description

Lot: 13-23, 7-12 Block: 97 Subdivision: original town

Current Zoning:

LI

Proposed Zone: O2

(List by tracts if more than one district is requested)

Reason for Zone Change Request: proposed new county court annex will require zone change per pre development meeting

No negative impact anticipated. In fact, a new law enforcement facility may enhance area.

Present Use of Property: empty lot

Proposed Use of Property: County Court Annex for Justice of the Peace Courts

How would this zone change affect the public health, safety and welfare? _____

No negative impact anticipated. In fact, a new law enforcement facility may enhance area.

Describe how conditions affecting the property have changed since present zoning designation: _____

No negative impact anticipated. In fact, a new law enforcement facility may enhance area.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): <u>[Signature]</u>	Date: <u>6/17/24</u>
Applicant (printed): _____	
Property Owner (signature): _____	Date: _____
Property Owner (printed) : _____	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear TERRE JOHNSON who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by MIDLAND COUNTY, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.



 Authorized Agent (signature)

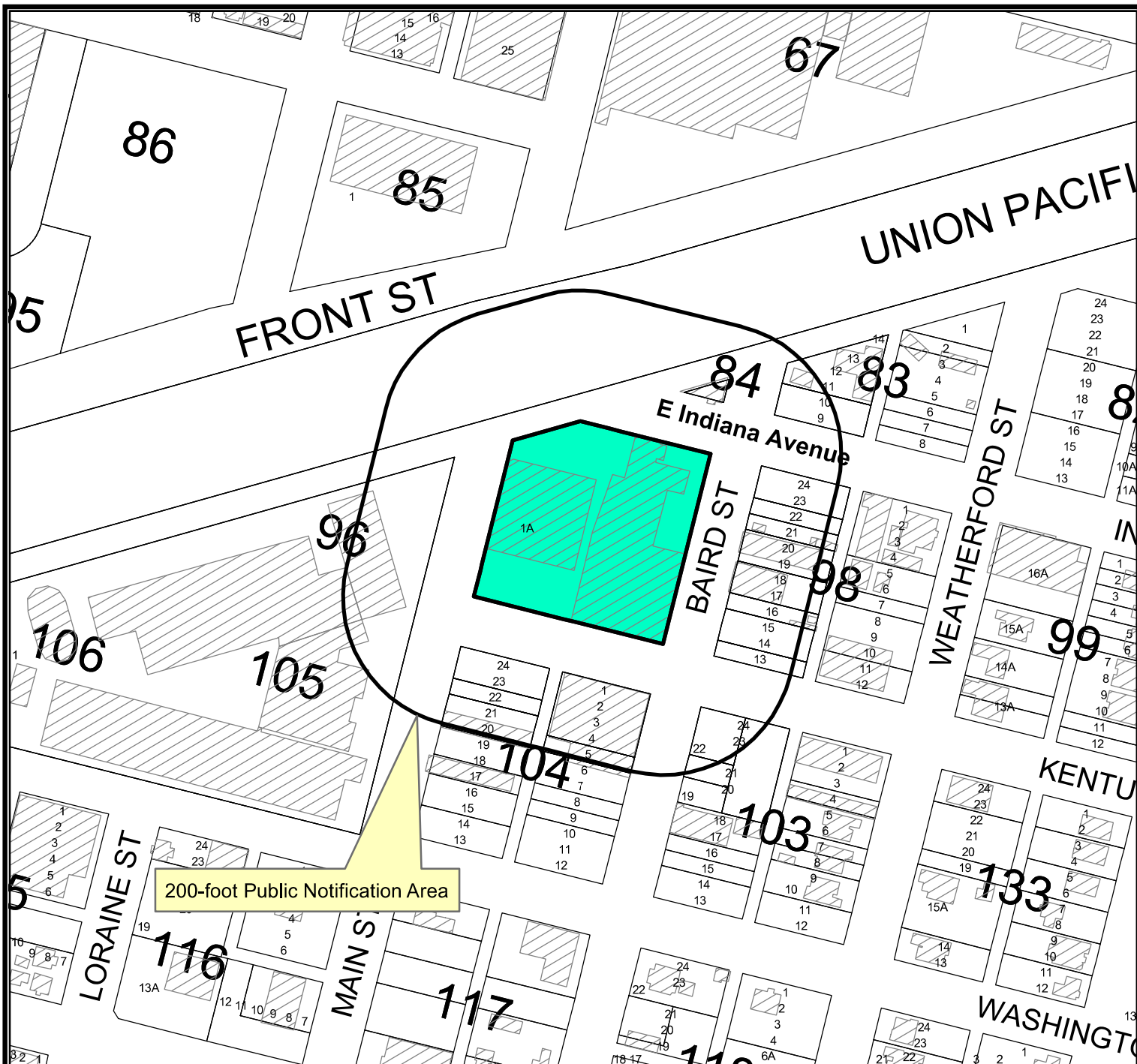
Subscribed and sworn to before me, this 17 day of JUNE, 2024, to certify which witness my hand and seal of office.



Jennifer Hilborn

 NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☒ Property Owner Authorization ☒ Application Fee Check # <u>418951</u>	☐ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By: <u>[Signature]</u> Date: _____	



Location Map

Z-24-0386

Scale: 1" = 220'

A request by Midland County for a zone change from, LI, Light Industrial District, to O-2, Office District, for Lot 1A, Block 97, Original Town, Section 26, City and County of Midland, Texas.

Generally located on the southwest corner of South Baird Street and East Indiana Avenue. (District 2)

PACKET

18.9

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

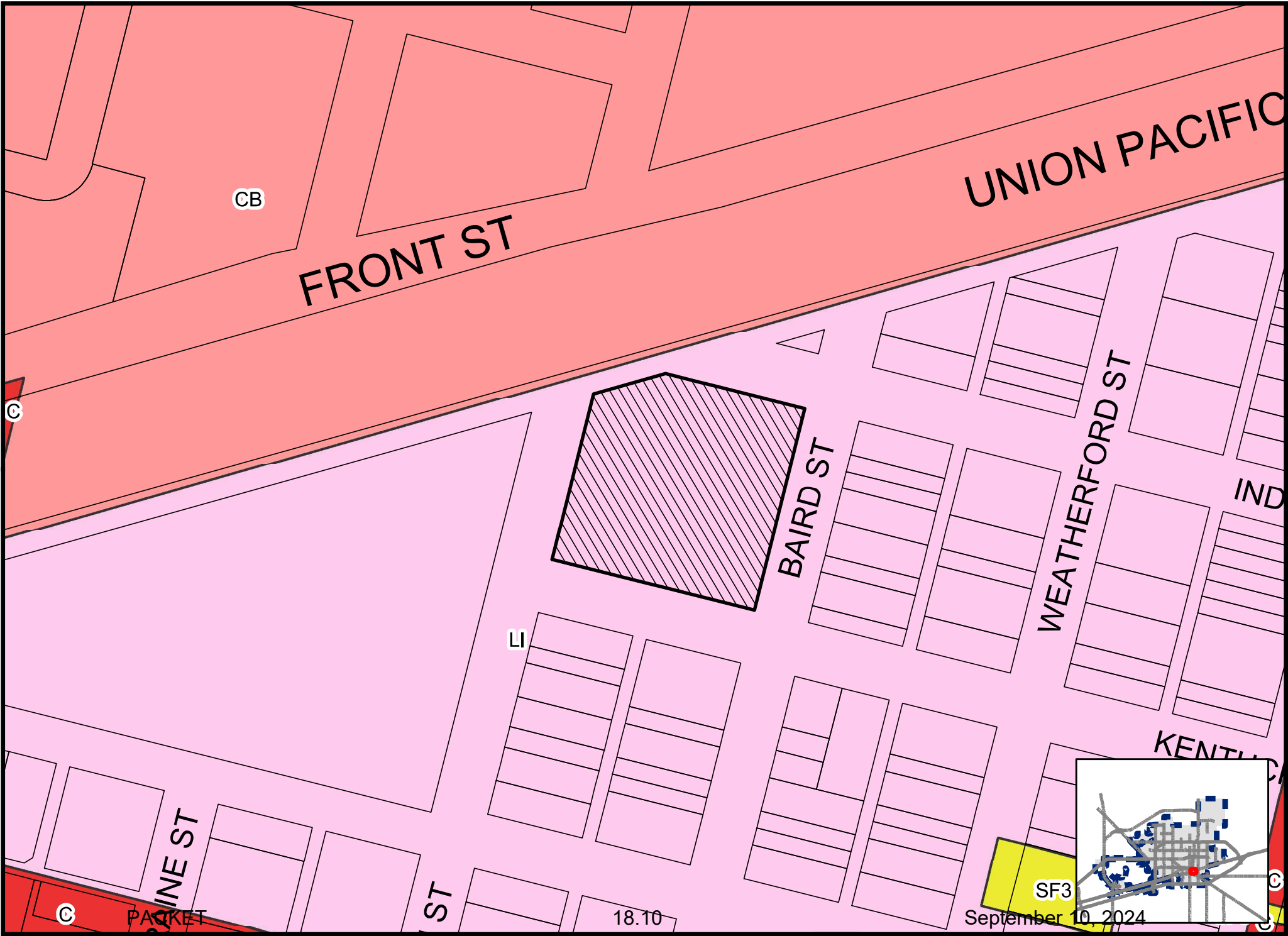


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. IT IS DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 10, 2024









Justice of the Peace Zone Change

August 5, 2024



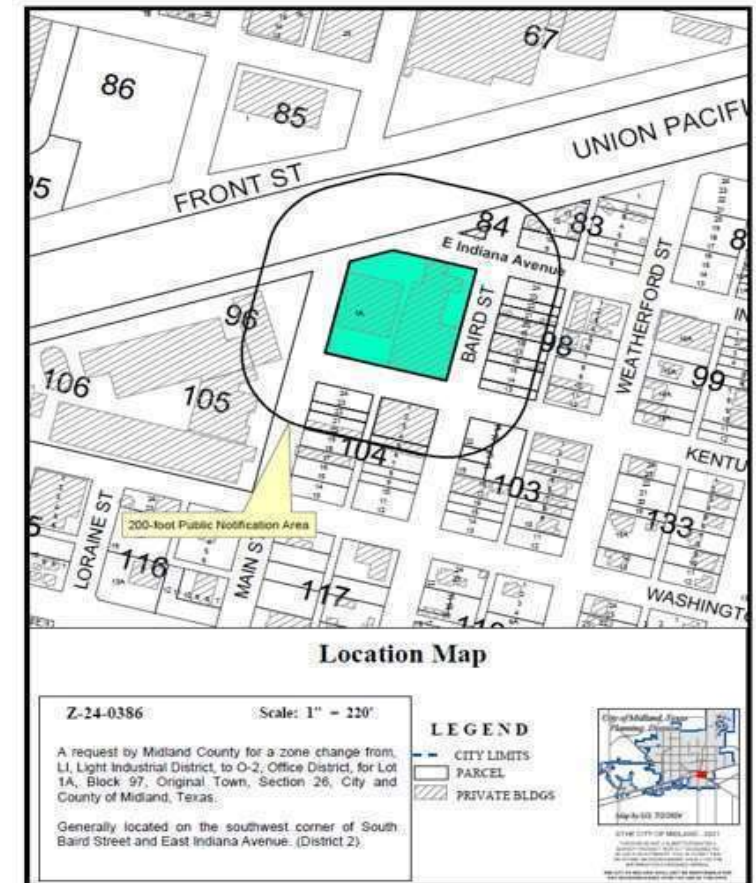
Visit Our Website:
MIDLANDTEXAS.GOV

1

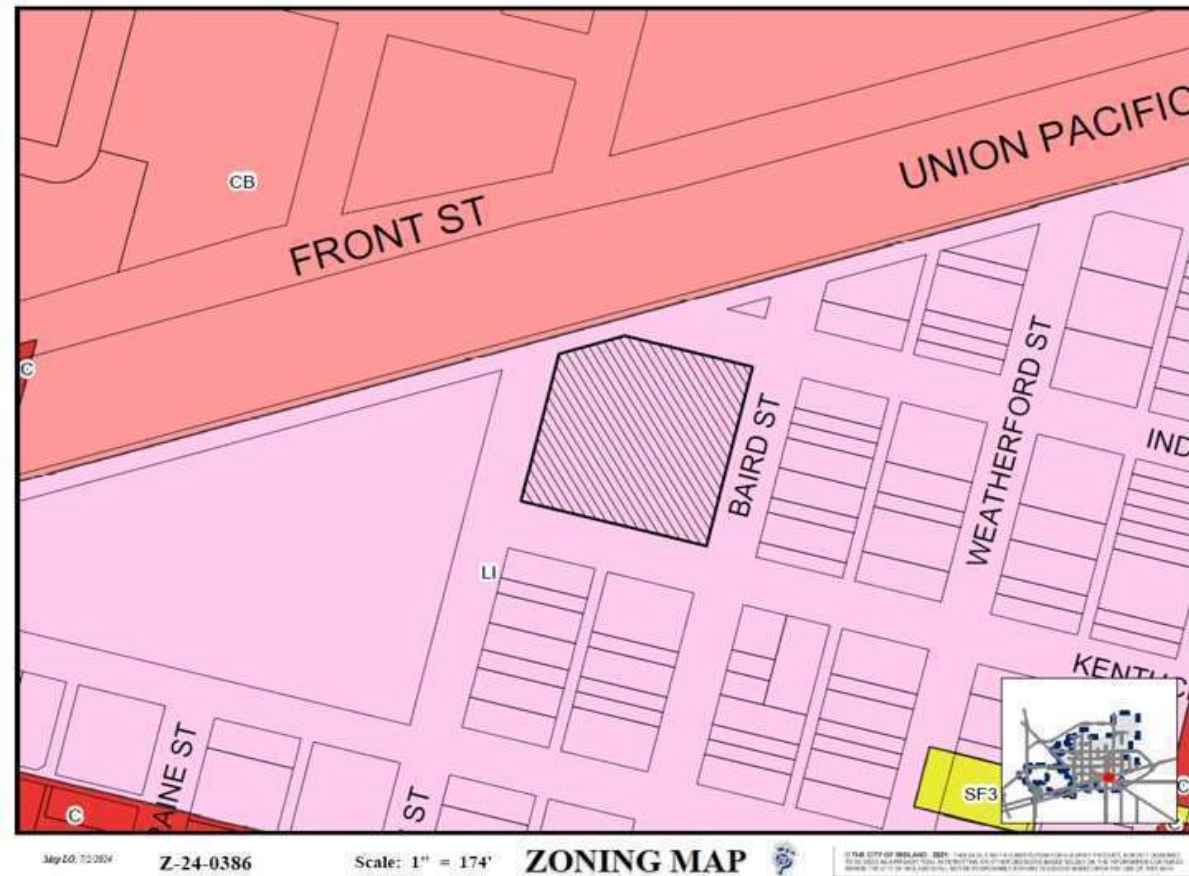


Justice of the Peace

- Applicant: Terry Johnson with Midland County
- Zone Change
- Address: 301 S Main Street
- Reason for Request: For the future development of a Justice of the Peace building
- District 2



- Current Zoning: LI, Light Industrial District
- Surrounding Zoning:
 - North: CB, Central Business District
 - South, East, & West: LI, Light Industrial District
- Proposed Zoning: O-1, Office District



- Current Use of the Property: Vacant
- Proposed Use of the Property: Offices
- Surrounding Uses:
 - North: East Front Street
 - South: Businesses, Church
 - East: Businesses
 - West: Midland County Justice of the Peace Building & Midland County Jail





5

On Industrial Avenue, Looking South



- TCT Land Use Designation: Urban-Medium (U-M)
- Supported Uses:
 - Supports a mix of complementary uses
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



- No objections received.
- The Planning and Zoning Commission Recommended approval of this request on August 5, 2024.
- Staff recommends APPROVAL of this zone change from LI, Light Industrial District to O-1, Office District.



City Council Meeting

Item Number: 19
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: GATHER PUBLIC INPUT ON THE PROPOSED 2024-2025 BUDGET; AND CONSIDER AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Compliance with the Texas Local Government Code requires a public hearing on the proposed budget more than 15 days after the proposed budget is filed with the city Secretary. The budget was filed with the City Secretary on August 14, 2024.

Recommended City Council Action:

Approve

Fiscal Impact:

The proposed budget is submitted as the City of Midland's general operating plan for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The City Council established a Proposed Tax Rate of 0.350662 cents on August 14, 2024. At this tax rate the General Fund will have a budget appropriated of \$176,339,702 for FY25. The budgets of the other funds total \$277,972,618.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION

WHEREAS, as required by Article IV, Section 14, of the City Charter, the City Manager has prepared and submitted to the City Council a Budget Estimate of expenditures and revenues of all City departments, activities, and offices for the year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, said Budget has been filed with the City Secretary of the City of Midland, Texas, as required; and

WHEREAS, notices of a public hearing upon said Budget have been duly and legally made; and

WHEREAS, said public hearing has been held and full and final consideration given said Budget;

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

SECTION ONE. That for the purpose of providing the funds necessary and proposed to be expended in the Budget of the City of Midland for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the Budget prepared by the City Manager and submitted to the City Council for its consideration and approval is hereby approved, and the available resources and revenues of the City of Midland as set forth in said Budget for said fiscal year, are hereby appropriated and set aside for the maintenance and operation of the various departments of the Government of the City of Midland, together with the various

activities and improvements as set forth in said Budget; and the appropriations shall be strictly applied for the uses and purposes in the respective departments as provided for in said Budget.

SECTION TWO. That the said Budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, approved herein shall be attached to and made a part of this ordinance the same as if copied in full herein, said Budget being on file in the City Secretary's office referenced by the number and date of this Ordinance.

SECTION THREE. That expenditures during the fiscal year beginning October 1, 2024, and ending September 30, 2025, shall be made in accordance with the summary Budget approved by this ordinance unless otherwise authorized by a duly enacted resolution or ordinance of the City of Midland and subject to the following provisions and conditions, to wit:

1. That no expenditure may be made without Council approval which shall increase the total appropriation for any one Fund.
2. That the City Manager may make transfers to and between departments and divisions unless such transfers would increase the total appropriation within a Fund.
3. That department managers are hereby authorized to approve transfers of amounts between line items within their departments if such transfers do not significantly change the work program contemplated in the approved Budget.

SECTION FOUR. During each year while there is any liability by reason of the City's Personnel Policies or Employment Agreements, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls with full allowance being made for tax collection, which will be sufficient to raise the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligations assumed by the City's Personnel Policies or Employment

Agreements. Said rate and amount of ad valorem tax will be ordered to be levied against all taxable property in the City for each year while any liability exists by reason of the obligations undertaken by the City's Personnel Policies or Employment Agreements, and said ad valorem tax shall be assessed and collected each year until all of the obligations incurred in the City's Personnel Policies or Employment Agreements shall have been discharged and all liability discharged.

SECTION FIVE. For the purpose of this ordinance, certain words as used herein are defined as follows:

1. The term "agency" wherever used in the said Budget shall mean the same and be synonymous with the term "department" as used in the Charter, ordinances, resolutions, and other official documents and policies of the City of Midland, Texas.
2. The term "organization" wherever used in the said Budget shall mean the same and be synonymous with the term "division" as used in the Charter, ordinances, resolutions and other official documents and policies of the City of Midland, Texas.

SECTION SIX. All departments of the City required to be established by the City Charter, state law, or federal law are deemed to be created.

SECTION SEVEN. That all transfers from the Water and Sewer Fund and Sanitation Fund are made in compliance with Sections 1502.057, 1502.058 and 1502.059 of the Texas Government Code.

SECTION EIGHT. That the City Manager shall give notice of water rate increases to appropriate individuals and entities as required by state law.

SECTION NINE. That the City Manager is hereby authorized and directed to execute contracts for grants of Hotel/Motel Tax funds to the extent that said grants are included in the Budget.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 20
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: TAX RATE INCREASE FOR FISCAL YEAR 2024-2025; AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025 (DISTRICT: ALL) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

The purpose of this item is to provide notification to the public and to allow a public forum for citizen input on the tax increase.

Recommended City Council Action:

Approve

Fiscal Impact:

The proposed Ad Valorem Tax Rate of 0.350662 per \$100 valuation for the fiscal year 2024-2025 operating budget will generate approximately 63,564,230 in revenue for the General Fund.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The proposed rate of 0.350662 is composed of a voter-approval maintenance and operations rate (0.29232 per \$100 valuation) and a debt service levy (0.058342 per \$100 valuation.)

This budget will raise more revenue from property taxes than last year's budget by \$2,247,998 or 3.04%, and of that amount, \$956,594 is tax revenue to be raised from new property added

to the tax roll this year.

Attached are the Chief Appraiser's 2024 Certified Estimates of Taxable Value for the City of Midland, the "Notice of Public Hearing on Tax Increase," and the "Notice of Tax Rates."

A handwritten signature in black ink, reading "Morris Williams Jr." with a stylized flourish at the end.

City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE FIXING THE TAX LEVY FOR THE
CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024, AND ENDING
SEPTEMBER 30, 2025**

WHEREAS, the Midland City Council voted to propose a tax rate of \$0.350662 for each one hundred dollar valuation of taxable property for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the Midland City Council finds and determines that the City of Midland has fully and timely complied with all notice, hearing and other legal requirements relative to the adoption of this ordinance; and

**WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE;
AND**

**WHEREAS, THE TAX RATE WILL EFFECTIVELY BE RAISED BY
2.61 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND
OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$2.51.**

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

SECTION ONE. That to pay interest and principal on outstanding bonds as they mature, a tax levy of \$0.058342 on each \$100.00 valuation of all taxable property in the City of Midland, Texas is hereby made and levied for the year 2024 to be credited to the Interest and Sinking Fund of the City.

SECTION TWO. That to raise funds to help defray current General expenses of the City, a levy of \$0.292320 on each \$100.00 valuation of all taxable property within the City is hereby made and levied for the year 2024. The collections from these levies are to be apportioned and deposited as follows:

Interest and Sinking Fund	<u>\$0.058342</u>
General Fund	<u>\$0.292320</u>
TOTAL TAX LEVY FOR ALL PURPOSES	<u>\$0.350662</u>

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, with the motion being stated as “I move that the property tax rate be increased by the adoption of a tax rate of \$0.350662, which is effectively a 1.92 percent increase in the tax rate”, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, with the motion being stated as “I move that the property tax rate be increased by the adoption of a tax rate of \$0.350662, which is effectively a 1.92 percent increase in the tax rate”, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND
COMPLETENESS:

Christy Weakland, Director of Finance

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

 COPY



MIDLAND CENTRAL APPRAISAL DISTRICT
4631 ANDREWS HWY.
P. O. BOX 908002 MIDLAND, TEXAS 79708-0002
(432) 699-4991 FAX (432) 689-7185

JERRY BUNDICK
RPA, RTA
Chief Appraiser

July 25, 2024

Ms. Christy Weakland
Director of Finance
City of Midland
P. O. Box 1152
Midland, Texas 79702

Dear Christy:

In accordance with Section 26.01 (a-1) of the Texas Property Tax Code, please find enclosed the Chief Appraiser's 2024 Certified Estimate of Taxable value for the City of Midland.

If you have any questions, please contact me.

Sincerely,

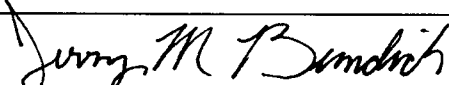


Jerry Bundick, RPA, RTA
Chief Appraiser

**2024 CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND**

GROSS VALUE	\$24,038,332,001
LOSS DUE TO AGRICULTURAL USE	(\$43,081,980)
CONSTITUTIONAL EXEMPT PROPERTY	(\$954,154,566)
DISABLED VETERAN EXEMPTION	(\$6,973,008)
DISABLED VETERAN EXEMPTION FROZEN	\$0
DISABLED VETERAN EXEMPTION (100%)	(\$92,721,469)
GENERAL HOMESTEAD EXEMPTION	\$0
GENERAL HOMESTEAD EXEMPTION FROZEN	\$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	\$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	\$0
OVER 65 EXEMPTION	\$0
FROZEN OVER 65 EXEMPTION	\$0
OVER 65 EXEMPTION (LOCAL OPTION)	(\$66,694,744)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	\$0
DISABLED EXEMPTION	\$0
DISABLED EXEMPTION FROZEN	\$0
DISABLED EXEMPTION (LOCAL OPTION)	\$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	\$0
ABATEMENTS	\$0
POLLUTION CONTROL	(\$2,208,465)
FREEPORT EXEMPTION	(\$5,521,733)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY	(\$1,041,534)
PARTIAL YEAR EXEMPTION/ LEASED VEHICLES & OTHER	(\$185,220)
10% CAP LOSS - HS	(\$152,620,670)
10% CAP LOSS - CIRCUIT BREAKER	(\$110,718,177)
TOTAL TAXABLE VALUE FOR 2024	\$22,602,410,435
LESS VALUE STILL UNDER PROTEST	\$4,181,106,563
TOTAL LESS PROTESTED	\$18,421,303,872
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	\$3,378,180,173
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2024	\$21,799,484,045

I, Jerry M. Bundick, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.



Jerry M. Bundick

Sworn to and subscribed before me the 25th day of July, 2024

**2024 CHIEF APPRAISER'S CERTIFIED ESTIMATE
CITY OF MIDLAND**

PAGE

	REAL ESTATE	P P	Minerals	P & A PP	TOTALS
GROSS VALUE	\$19,461,402,201	\$1,483,391,890	\$2,600,700,480	\$492,837,430	\$24,038,332,001
LESS DUE TO AGRICULTURAL USE	(\$43,081,980)	\$0	\$0	\$0	(\$43,081,980)
CONSTITUTIONAL EXEMPT PROPERTY	(\$945,167,876)	(\$3,996,380)	(\$4,990,310)	\$0	(\$954,154,566)
DISABLED VETERAN EXEMPTION	(\$6,961,008)	(\$12,000)	\$0	\$0	(\$6,973,008)
DISABLED VETERAN EXEMPTION FROZEN	\$0	\$0	\$0	\$0	\$0
DISABLED VETERAN EXEMPTION (100%)	(\$92,696,493)	(\$24,976)	\$0	\$0	(\$92,721,469)
GENERAL HOMESTEAD EXEMPTION	\$0	\$0	\$0	\$0	\$0
GENERAL HOMESTEAD EXEMPTION FROZEN	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION FROZEN (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION)	\$0	\$0	\$0	\$0	\$0
HOMESTEAD EXEMPTION (LOCAL PERCENT OPTION) FROZEN	\$0	\$0	\$0	\$0	\$0
OVER 65 EXEMPTION	\$0	\$0	\$0	\$0	\$0
FROZEN OVER 65 EXEMPTION	\$0	\$0	\$0	\$0	\$0
OVER 65 EXEMPTION (LOCAL OPTION)	(\$66,446,617)	(\$248,127)	\$0	\$0	(\$66,694,744)
OVER 65 EXEMPTION FROZEN (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION FROZEN	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION (LOCAL OPTION)	\$0	\$0	\$0	\$0	\$0
DISABLED EXEMPTION (LOCAL OPTION) FROZEN	\$0	\$0	\$0	\$0	\$0
ABATEMENTS	\$0	\$0	\$0	\$0	\$0
POLLUTION CONTROL	\$0	(\$2,177,225)	\$0	(\$31,240)	(\$2,208,465)
FREEPORT EXEMPTION	\$0	(\$417,903)	\$0	(\$5,103,830)	(\$5,521,733)
MINIMUM VALUE LOSS (MINERALS & PERSONAL PROPERTY)	\$0	(\$793,180)	(\$236,234)	(\$12,120)	(\$1,041,534)
PARTIAL YEAR EXEMPTION/LEASED VEHICLES & OTHER	(\$144,550)	(\$40,670)	\$0	\$0	(\$185,220)
10% CAP LOSS - HS	(\$152,620,670)	\$0	\$0	\$0	(\$152,620,670)
10% CAP LOSS - CIRCUIT BREAKER	(\$80,219,281)	\$0	(\$30,498,896)	\$0	(\$110,718,177)
TOTAL TAXABLE VALUE FOR 2024	\$18,074,063,726	\$1,475,681,429	\$2,564,975,040	\$487,690,240	\$22,602,410,435
LESS VALUE STILL UNDER PROTEST	\$3,966,791,992	\$145,434,441	\$6,078,820	\$62,801,310	\$4,181,106,563
TOTAL LESS PROTESTED	\$14,107,271,734	\$1,330,246,988	\$2,558,896,220	\$424,888,930	\$18,421,303,872
ESTIMATED VALUE THAT WILL BE CERTIFIED BY ARB	\$3,186,759,944	\$133,783,941	\$4,255,174	\$53,381,114	\$3,378,180,173
CERTIFIED ESTIMATE TAXABLE VALUE FOR 2024	\$17,294,031,678	\$1,464,030,929	\$2,563,151,394	\$478,270,044	\$21,799,484,045

I, Jerry M. Bundick, Chief Appraiser for the Midland Central Appraisal District, do solemnly swear or affirm that I have made, or caused to be made, a diligent effort to ascertain all property in the City of Midland subject to appraisal by me and that I have included in the certified estimate, the market and taxable values of property that I am aware of at an appraised value determined as required by law.


 Jerry M. Bundick
 Sworn to and subscribed before me the 25th day of July, 2024

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.350662 per \$100 valuation has been proposed by the governing body of City of Midland.

PROPOSED TAX RATE	\$0.350662 per \$100
NO-NEW-REVENUE TAX RATE	\$0.344044 per \$100
VOTER-APPROVAL TAX RATE	\$0.361054 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Midland from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of Midland may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Midland is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 10, 2024 AT 10:00 AM AT 300 N Loraine, Midland, TX 79701.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Midland is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the of City of Midland at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE
CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Midland last year to the taxes proposed to be imposed on the average residence homestead by City of Midland this

PACKET

2024

September 10, 2024

year.

	2023	2024	Change
Total tax rate (per \$100 of value)	\$0.350662	\$0.350662	increase of 0.000000 per \$100, or 0.00%
Average homestead taxable value	\$0	\$0	0 of 0.00%
Tax on average homestead	\$0.00	\$0.00	0 of 0.00, or 0.00%
Total tax levy on all properties	\$73,850,773	\$76,098,771	increase of 2,247,998, or 3.04%

For assistance with tax calculations, please contact the tax assessor for City of Midland at or , or visit . for more information.

Notice About 2024 Tax Rates

Property tax rates in City of Midland.

This notice concerns the 2024 property tax rates for City of Midland. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.344044/\$100
This year's voter-approval tax rate	\$0.361054/\$100

To see the full calculations, please visit for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Debt Service	700,192

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (*or additional sales tax revenues, if applicable*).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2024 CO Golf Course	0	541,531	0	541,531
2023 GO	545,000	1,038,225	0	1,583,225
2121 Tax and Lim Pledge CO	805,000	714,675	0	1,519,675
2021 GO Refunding	605,000	257,975	0	862,975
2020 GO Refunding	1,620,000	236,204	0	1,856,204
2020 Tax and Lim Pledge CO	275,000	270,425	0	545,425
2020 GO	605,000	796,900	0	1,401,900
2019 GO Improvement and Refunding	1,215,000	966,725	0	2,181,725
2019 Tax and Lim Pledge CO	290,000	285,950	0	575,950
2018 GO Improvement and Refunding	1,085,000	922,462	0	2,007,462
2016 Tax and Limited Pledge CO	815,000	979,800	0	1,794,800
	0	0	0	0
	0	0	0	0

Total required for 2024 debt service	\$14,870,872
- Amount (if any) paid from funds listed in unencumbered funds	\$0
- Amount (if any) paid from other resources	\$2,336,331
- Excess collections last year	\$0
= Total to be paid from taxes in 2024	\$12,534,541
+ Amount added in anticipation that the unit will collect only 99.00% of its taxes in 2024	\$126,611
= Total debt levy	\$12,661,152

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by , on 08/12/2024 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.



City Council Meeting

Item Number: 21
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Daniel Humbert, Senior Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 1.51-ACRE TRACT OF LAND OUT OF THE SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 800 FEET WEST OF NORTH MIDLAND DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of Mattisyn Swierc Henderson, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, to permit a permit a reduced minimum lot area for a property located on Mockingbird Land for the development of a residence.

Recommended City Council Action:

Approval

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The subject property is zoned AE, Agricultural Estate District. Per Section 5.04 – Residential

Zoning District Dimensional Regulations Chart, the minimum lot area is two (2) acres in the AE, Agricultural Estate District. The applicant is requesting to reduce this minimum lot area to one and half (1.5) acre to allow for the development of a residence.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Fire: (Approved)

No objections to zoning.

Building: (Approved)

No objection.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Oil and Gas: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Planning (Approved):

The minimum lot area regulation creates a hardship for this property as this existing property does not meet the minimum dimensions and would be prevented from being developed. Granting this exception would alleviate the hardship and allow the property owner to construct their home.

Staff recommends approval of this request.

Letters of Objection:

Staff has not received any letters of objection as of September 6, 2024.

Attachments:

Survey
Application
Maps
Aerial Photo
PowerPoint Presentation

For E. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION
FOR A 1.51-ACRE TRACT OF LAND OUT OF THE
SOUTHEAST QUARTER OF SECTION 7, BLOCK X, H.P.
HILLIARD SURVEY, CITY AND COUNTY OF
MIDLAND, TEXAS (GENERALLY LOCATED ON THE
NORTH SIDE OF MOCKINGBIRD LANE,
APPROXIMATELY 800 FEET WEST OF NORTH

MIDLAND DRIVE), BY PERMITTING A REDUCED
WHEREAS, the City Council modified the authority of the Board of Adjustment
in MINIMUM LOT AREA; CONTAINING A CUMULATIVE

CLAUSE; CONTAINING A SAVINGS AND
Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and
SEVERABILITY CLAUSE; PROVIDING FOR A

WHEREAS, the Council finds that satisfactory evidence has been presented that
the MAXIMUM PENALTY OR FINE OF TWO THOUSAND
special

DOLLARS (\$2,000.00); ORDERING RECORDATION BY

use to be authorized by the granting of the special exception will not be detrimental
to the THE CITY SECRETARY IN THE DEED RECORDS OF

MIDLAND COUNTY, TEXAS; AND ORDERING
WHEREAS, the Council finds that it is clearly and specifically authorized by
health, safety, comfort and welfare of the occupants of the land area near the tract
on which the PUBLICATION

terms of Section 11-1-7 to grant such a special exception, and said exception will
be in use to be allowed by special exception will be located; and

WHEREAS, after a full and fair public hearing at which all parties in interest
were
harmony with the general purposes and intent of the zoning provisions of the
Midland City
offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the
public
Code; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-
7, for PACKET 21.4 September 10, 2024

the purposes herein stated, subject to special conditions;

CITY OF MIDLAND, TEXAS:

SECTION ONE. That a special exception is hereby granted for the property

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this described as a 1.51-acre tract of land out of the southeast quarter of Section 7, Block X, H.P.

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland Survey, City and County of Midland, Texas (the "Property"), said Property being

affect the validity of the remaining portions of this ordinance. The Council of the City of Midland that the minimum lot area of any lot on the Property shall be 1.51 more fully described in Exhibit "A", which is attached hereto and incorporated herein.

Said acres SECTION THREE. The provisions of this ordinance are to be cumulative of all Midland hereby declares that it would have passed this ordinance and each section other ordinances or parts of ordinances governing or regulating the same subject matter as

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more SECTION TWO. Said special exception is subject to the following special that covered herein; provided, however, that all prior ordinances or parts of ordinances conditions.

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid. inconsistent with or in conflict with any of the provisions of this ordinance are hereby

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance expressly repealed to the extent of any such inconsistency or conflict.

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this

ordinance with the Office of the County Clerk for purposes of recordation.

PACKET

21.52

September 10, 2024

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the _____ day of _____, A.D., 2024; and passed to second reading

Council members voting "AYE":

on motion of Council member _____, seconded by Council member

Council members voting "NAY":

_____, by the following vote:

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":
meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

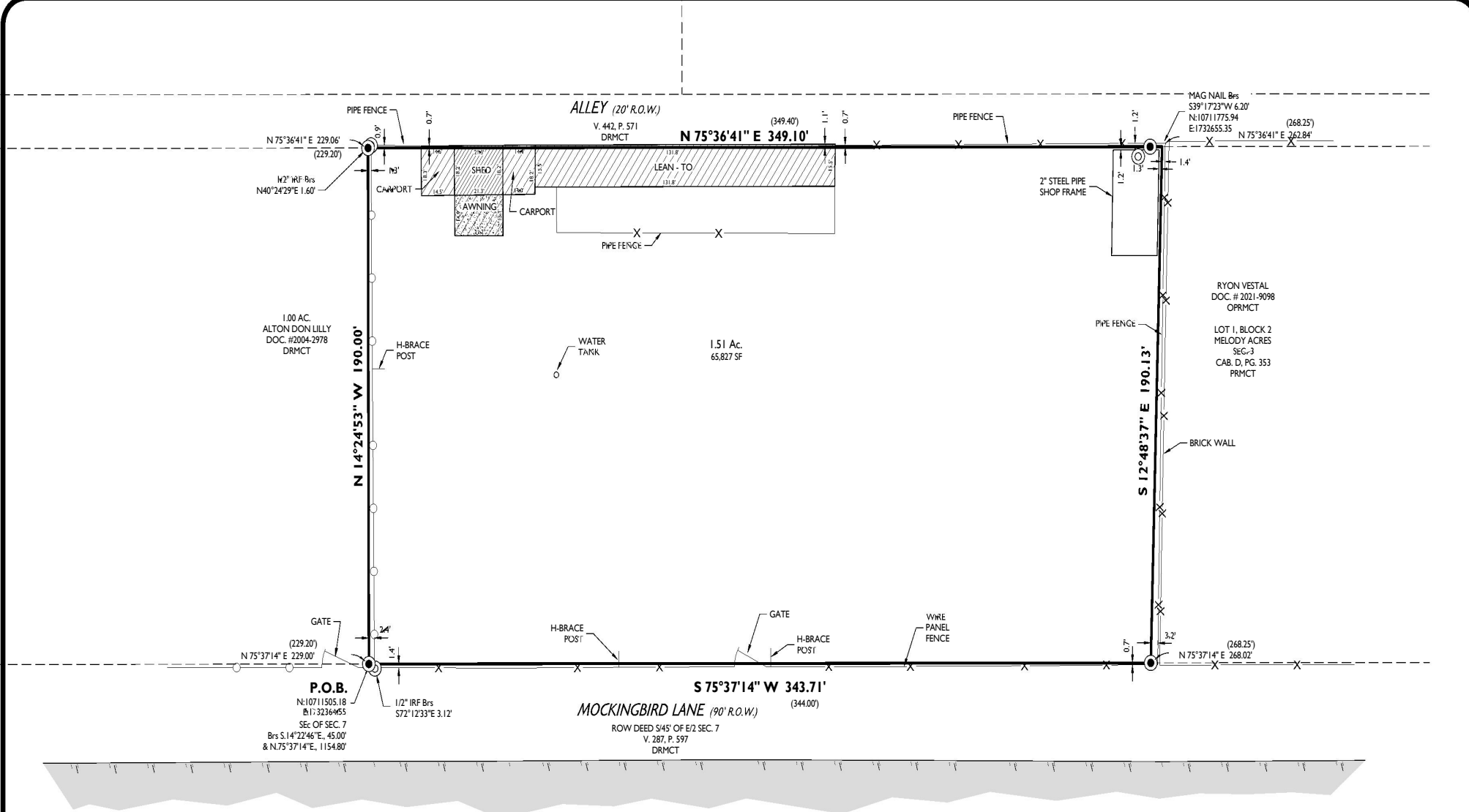
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Drawing: F:\2024\240093-SIGNATURE HOMES-MELODY ACRES-REPLAT\DRAWINGS\BLOCKS\240093_X_SURVEY.DWG Last Saved By: A.Davine on 7/24/24



MAVERICK

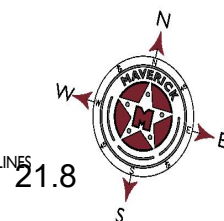
CIVIL ENGINEERING / LAND SURVEYING

1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

PACKET

LEGEND

- DENOTES BOUNDARY LINE
- - - DENOTES EXISTING PROPERTY LINES



ORIGINAL SCALE: 1" = 40'

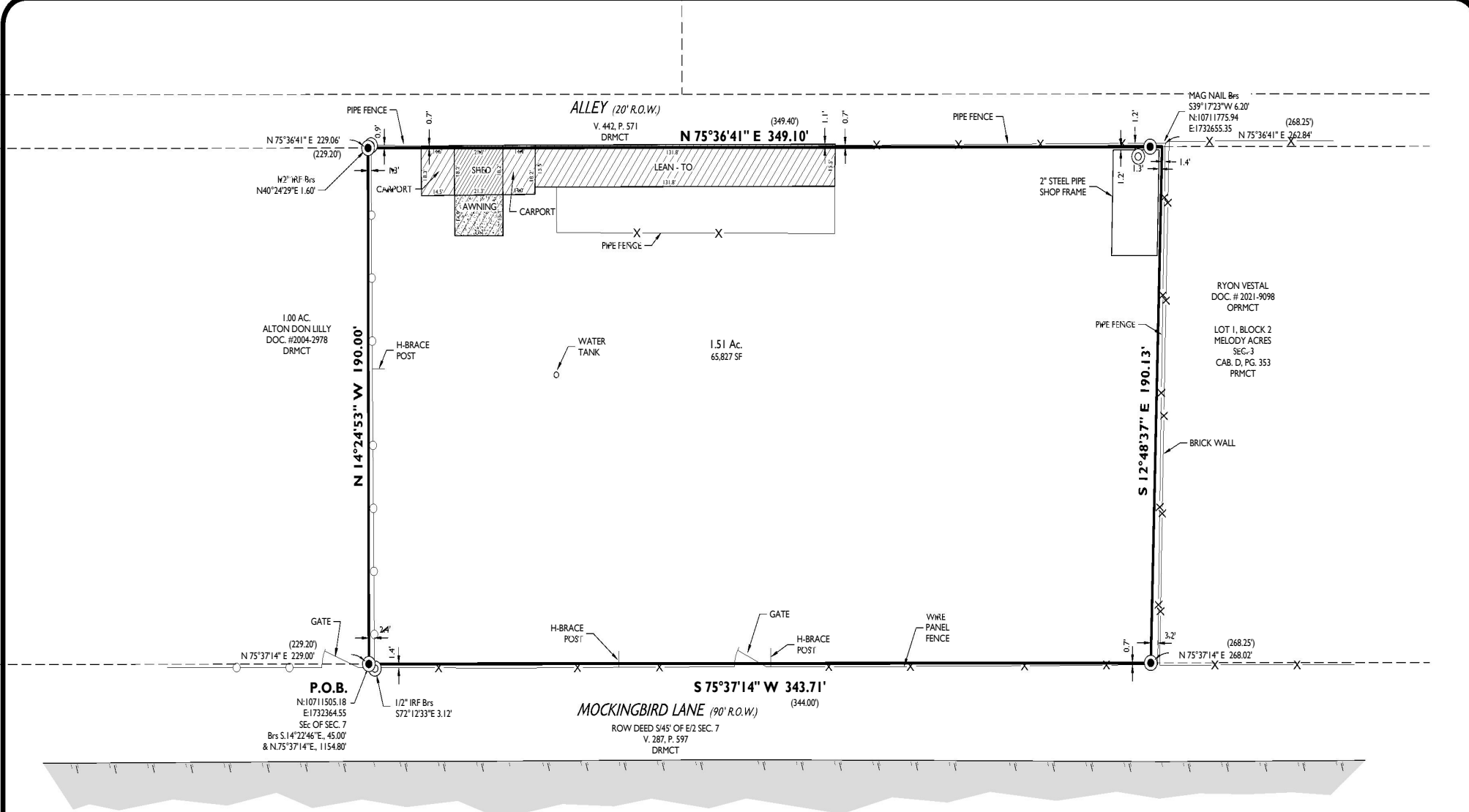
SITE PLAN FOR SPECIAL EXCEPTION APPLICATION

BEING A 1.51-ACRE TRACT OF LAND IN SECTION 7, BLOCK X, H. P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

EXHIBIT "A"

JOB NO.: 240093 FIELD WORK: - DRAWN BY: AD REV 1: REV 2:

Drawing: F:\2024\240093-SIGNATURE HOMES-MELODY ACRES-REPLAT\DRAWINGS\BLOCKS\240093_X_SURVEY.DWG Last Saved By: A.Davine on 7/24/24

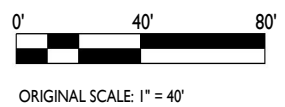
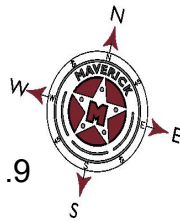


MAVERICK
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PACKET

LEGEND

- DENOTES BOUNDARY LINE
- DENOTES EXISTING PROPERTY LINES



SITE PLAN FOR SPECIAL EXCEPTION APPLICATION

BEING A 1.51-ACRE TRACT OF LAND IN SECTION 7, BLOCK X, H. P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

JOB NO.: 240093
FIELD WORK: -
DRAWN BY: AD
REV 1: -
REV 2: -



Special Exception Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: See owner

Phone ()

Email

Address

City

State

Zip

Property Owner

Printed Name: Mattisyn Swierc Henderson

Phone (432) 296-0089

Email mattihenderson@yahoo.com

Address 2504 Briaroaks Drive

City Midland

State TX

Zip 79707

Representative (if different from Applicant or Property Owner)

Firm: MAVERICK ENGINEERING

Printed Name: Paladin Huckaba

Phone (432) 262-0999

Email

phuckaba@maverick-eng.com

Address 1909 W. Wall Street Suite K

City Midland

State TX

Zip 79701

Street Address: NOT AVAILABLE

Legal Description 1.51 ACRE TRACT OF LAND SITUATED IN SECTION 7, BLOCK X, H.P. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Current Zoning: AE AGRICULTURAL ESTATES

This property qualifies as an exception to the City Code because:

- ☒ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: APPLICANT IS SEEKING TO PLAT A 1.5 ACRE LOT WHICH IS LESS THAN THE REQUIRED 2 ACRE MINIMUM PER EXISTING ZONING OF AE

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
 - Parking
 - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature): <u>See owner</u>	Date:
Applicant (printed):	
Property Owner (signature): Signed by: <u>Mattisyn Swierc Henderson</u> ATTESTED FOR 24135	Date: <u>7/23/2024</u>
Property Owner (printed): <u>Mattisyn Swierc Henderson</u>	
<i>The Special Exception shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.</i> <i>All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.</i>	

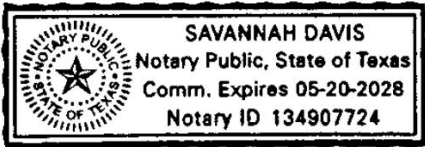
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared ASHLEE Devine who, being by me duly sworn, upon oath says: That (s)he is authorized by Mattisyn S. Henderson, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

ASHLEE Devine
Authorized Agent (signature)

Subscribed and sworn to before me, this 24th day of July, 20 24, to certify which witness my hand and seal of office.

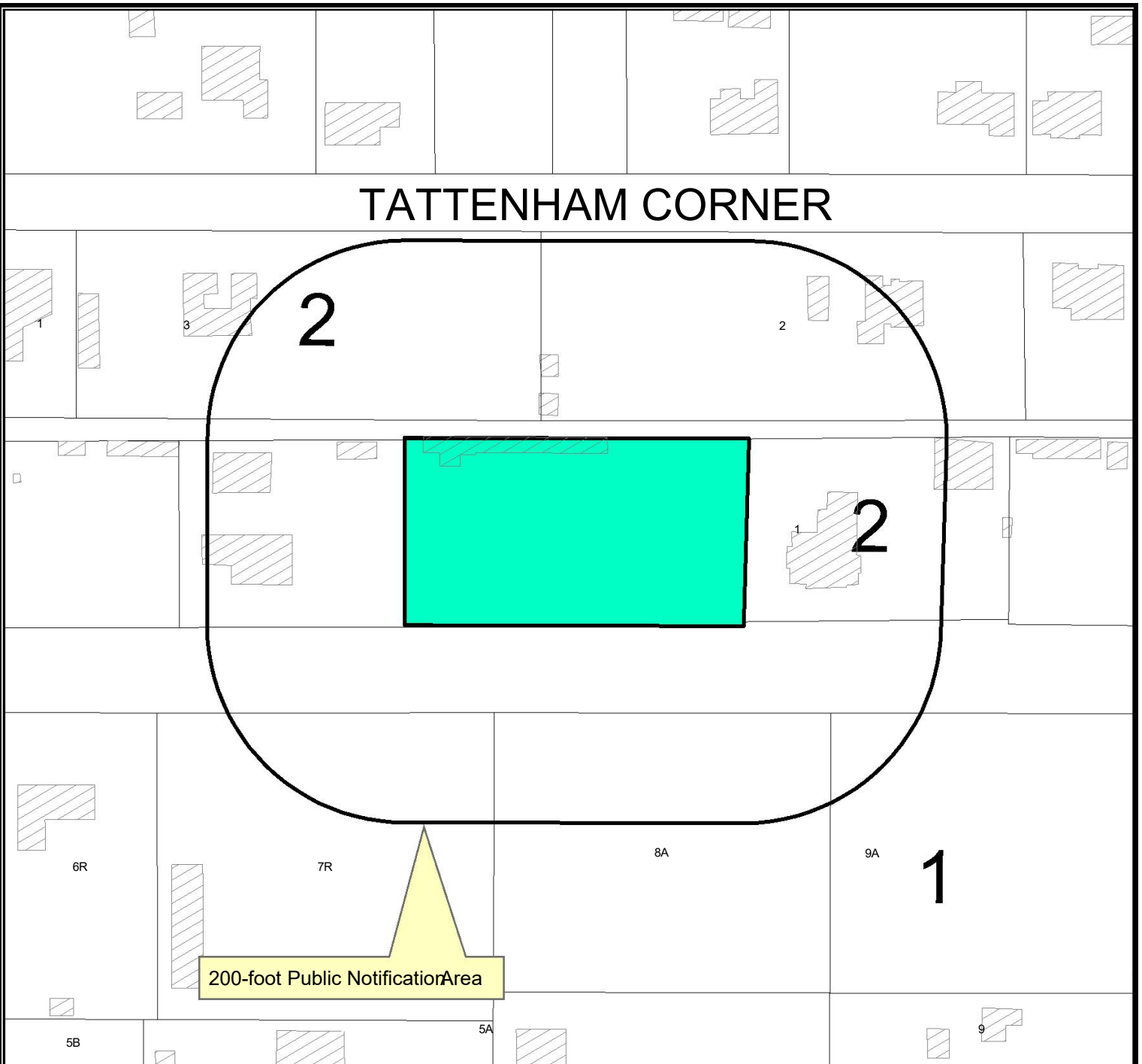


[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization ☐ Application Fee Check # _____	☐ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By:	Date:

Application will not be considered for scheduling until reviewed by a planner

TATTENHAM CORNER



Location Map

E-24-0127

Scale: 1" = 146'

Consider a request by Maverick Engineering, on behalf of Mattis Swierc Henderson for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, a 1.51-acre tract of land located in the southeast quarter of Section 7, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located on the north side of Mockingbird Lane, approximately 800 feet west of North Midland Drive.
(Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND NOR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 10, 2024

PACKET

21.12

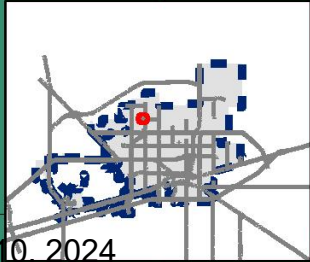
TATTENHAM CORNER

AE

PACKET

21.13

September 10, 2024



TATTENHAM CORNER

2

2

PACKET

21.14

September 10, 2024

1



Mattisyn Swierc Henderson Special Exception



Visit Our Website

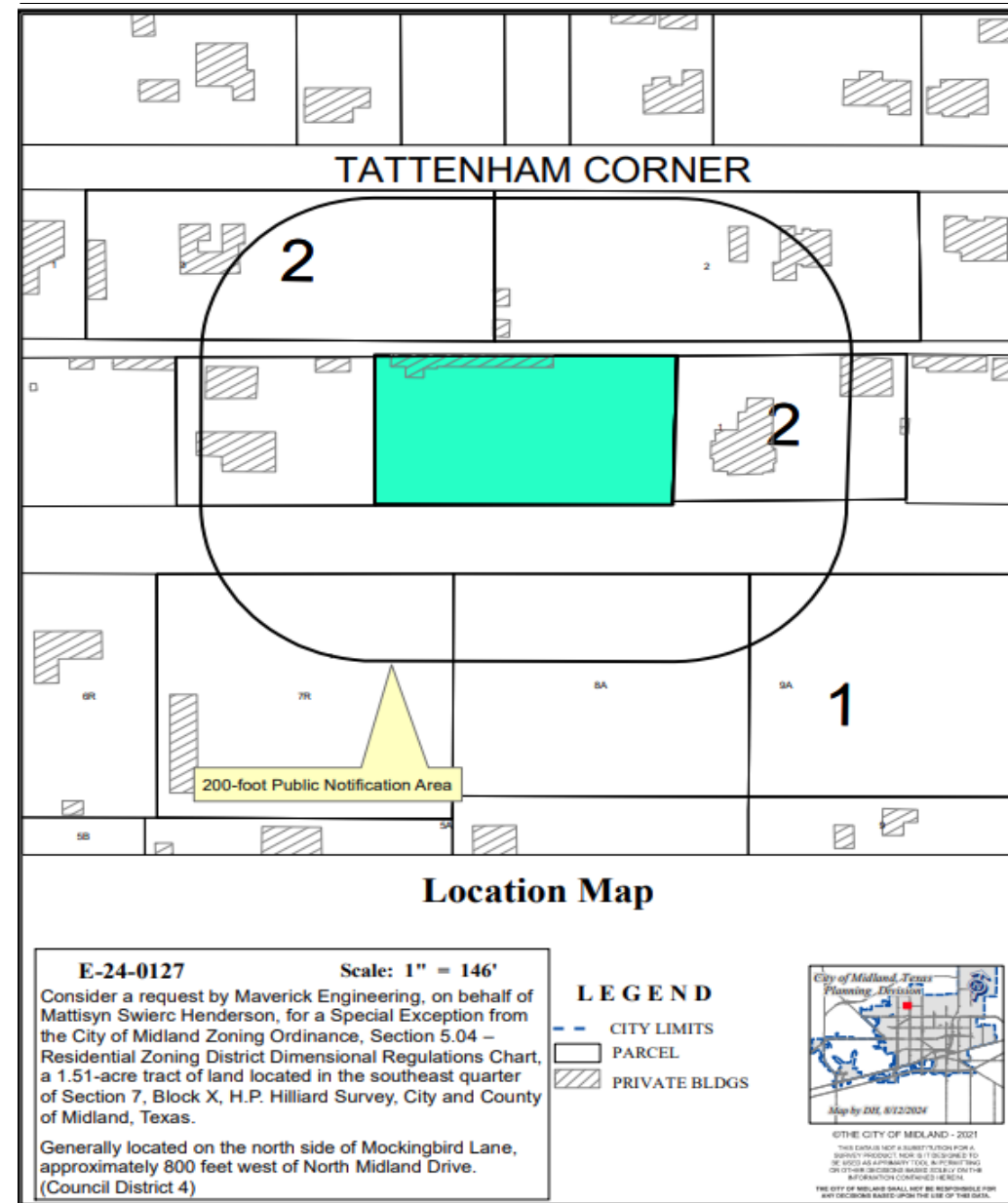
MIDLANDTEXAS.GOV

PACKET

21.15

September 10, 2024

- Maverick Engineering, on behalf of Mattisyn Swierc Henderson
- Special Exception
- Located on Mockingbird Lane



- Current use: Vacant lot
- Proposed Use: Residential dwelling

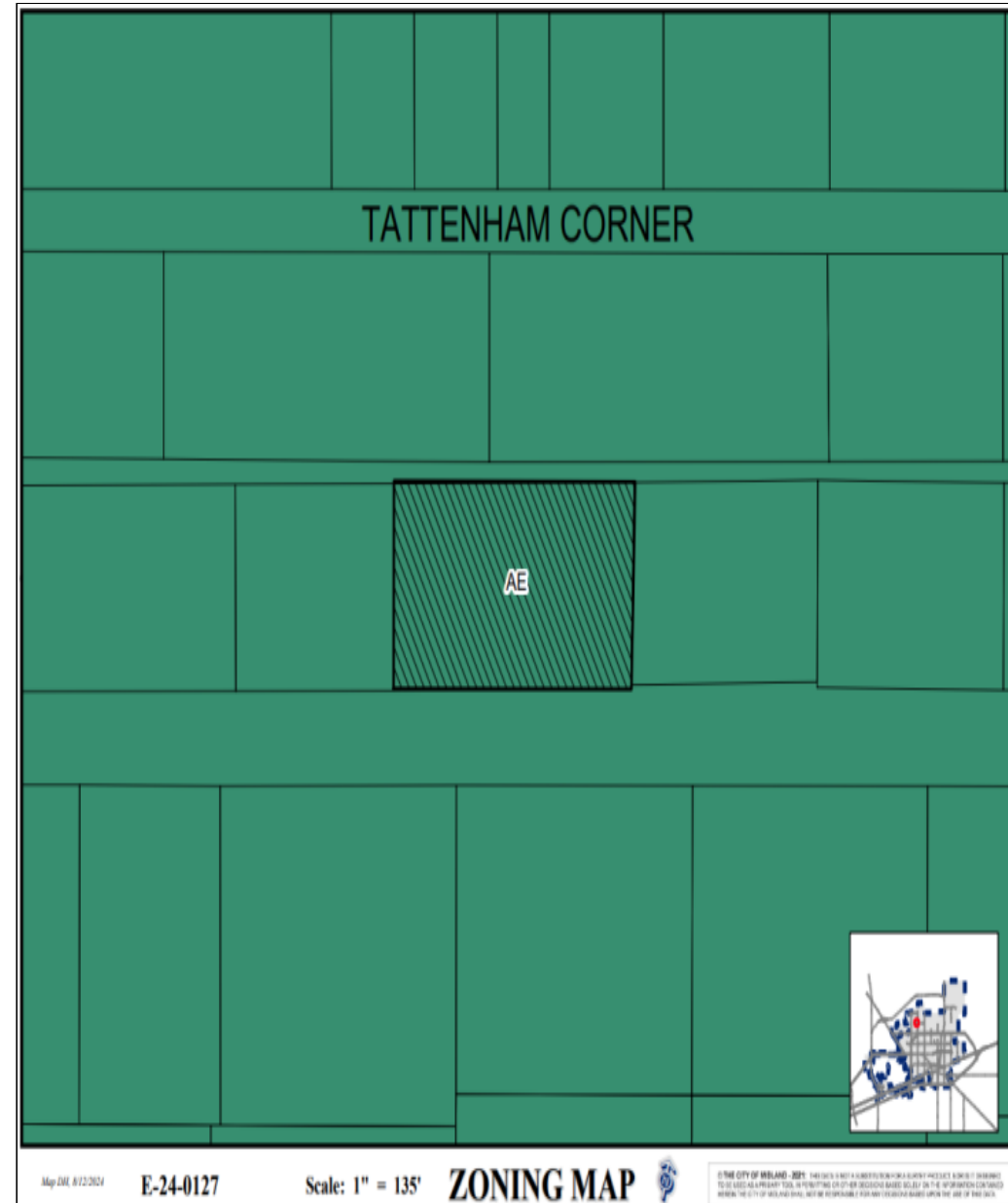


Currently Zoned:

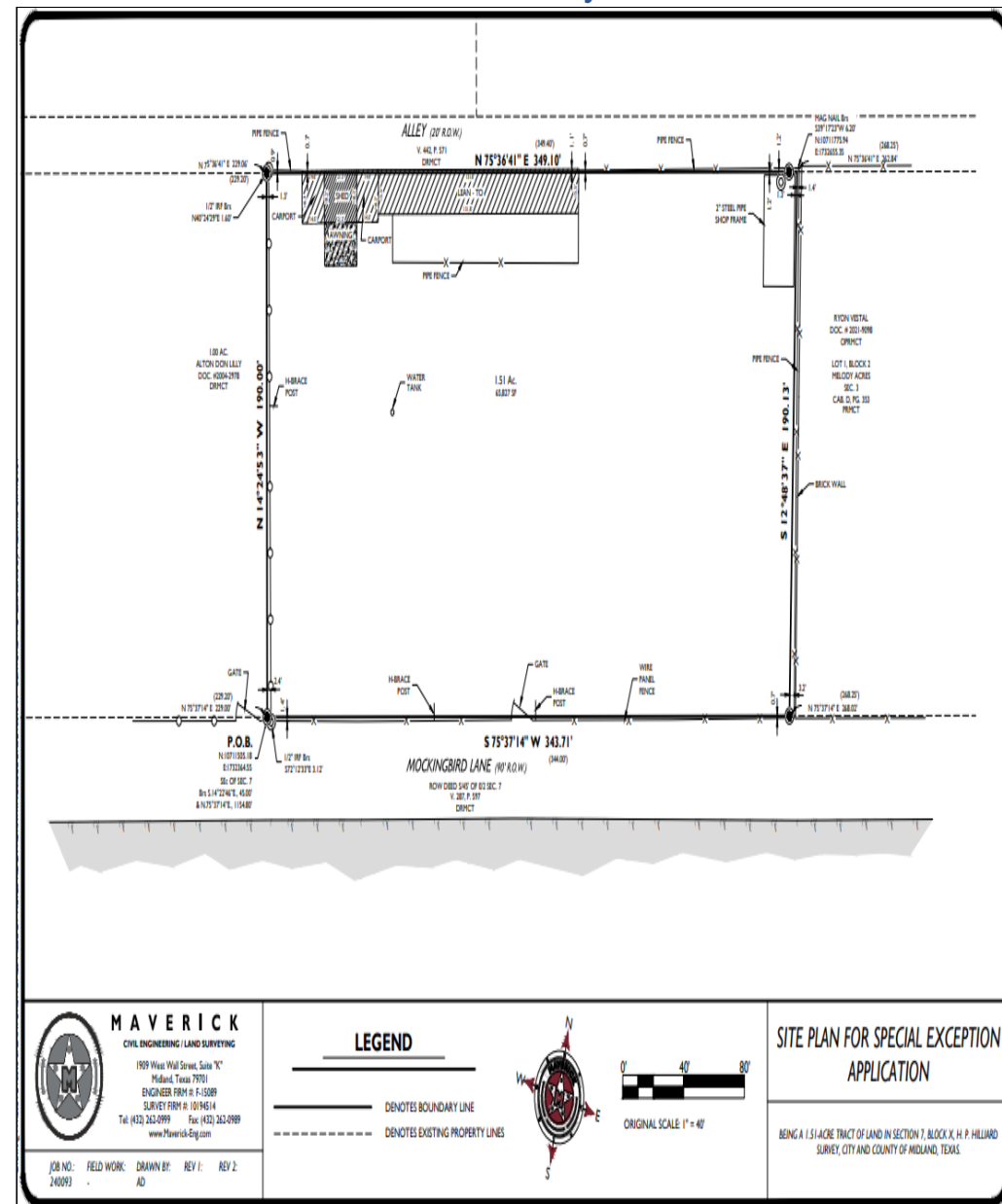
- AE, Agricultural Estate District

Surrounding Zoning:

- AE, Agricultural Estate District



- Proposing a one-and-a-half-acre AE, Agricultural Estate District lot minimum requirement
- Agricultural Estate District lot minimum requirement is 2 acres
- Current parcel owned and available to be platted is 1.5 acres





- Staff has not received any letters of objection as of September 6, 2024.
- Staff recommends approval of this request. However, should Council approve it, staff recommends that it be subject to conditions A and B.

Conditions:

- A. That the minimum lot area shall be one and a half acres.
- B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 22
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Daniel Humbert, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND LR, LOCAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND FIREWHEEL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of Betenbough Homes LLC, is requesting a Zone Change from LR, Local Retail District, in part, TH, Townhouse (Attached) Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, to PD, Planned Development District for Housing Development to allow for the development of multi-use site including single family housing, cottage housing, and greenspace/detention.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:**Quality of Life and Place****Discussion:**

LR, Local Retail District, in part, TH, Townhouse (Attached) Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part.

Surrounding Zoning and Land Use:

The zoning to the north is SF-3, Single-Family Dwelling District and AE, Agricultural Estate District. The zoning to the east is AE, Agricultural Estate District. The properties to the south are zoned PD, Planned Development District for Housing Development (Ordinance 10344). The properties to the west are zoned PD, Planned Development District for Housing Development (Ordinance 6128) and SF-3, Single-Family Dwelling District.

Analysis:

Maverick Engineering, on behalf of Betenbough Homes LLC, is requesting a Zone Change for the development of multi-use site including single family housing, cottage housing, and greenspace uses. This proposed subdivision will have a total of one thousand three hundred and twenty-two (1,322) residential lots and approximately 60 acres of greenspace/detention pond that is composed of parks, trails, common areas, and drainage ponds.

The current zoning is LR, Local Retail District, in part, TH, Townhouse (Attached) Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and the location of vacant property.

The applicant is proposing the development to be executed in fourteen (12-26) phases. The lots width will vary from either 45 or 50 feet and the minimum depth would be 83 feet. Below is a chart with the lot class tabulation, representing them by phases and percentage by lot widths.

LOT CLASS TABULATION

Product Class	Smallest Lot		Smallest Lot Depth		Phase #																Percent of Total
	Area SF	LF	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26				
Core	45'	4825	96'	46	30	50	22	25	45	48	69	24	25	49	25	32	23	37	42%		
	50'	4851	90'	53	20	64	46	35	16	6	37	40	22	28	26	31	25	16	35%		
Cottages	50'	4120	83'	1	49	0	41	12	36	49	2	1	46	31	0	37	2	0	23%		
PHASE TOTAL				100	99	114	109	72	97	103	108	65	93	108	51	100	50	53	100%		
				OVERALL TOTAL				1322													

These lots will have an underlying zoning of SF-3, Single Family Dwelling District but with the following amendments. The minimum dimensions are as follows:

For core dwellings:

1. The minimum lot Width shall be 45 feet.
2. The minimum lot Depth be 90 feet.
3. The minimum lot Area shall be 4,825 square feet.

For cottages:

1. A minimum lot Width shall be 50 feet.
2. A minimum lot Depth shall be 83 feet.
3. A minimum lot Area shall be 4,120 square feet.

The proposed uses consist of two product classes which are:

- 1015 - Core (SF-3, Single-Family Dwelling District lots)
- 307 – Cottages (SF-3, Single-Family District lots)

The proposed density for each district is as followed:

- Core (SF-3): 6.0 units per acre
- Cottage (SF-3): 1.84 units per acre

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart. Not all the proposed lots meet the minimum lot depth, minimum lot width, and minimum lot area requirements of the SF-3 district. However, the new PD Ordinance will allow reduced depth, width, and areas as outlined above.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection to zone change.

Oil and Gas: (Approved)

No Oil & Gas well concerns. Non-Permitted wells identified with 135 ft. well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

Engineering: (Approved)

No objections to zoning. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

The area is classified as Urban Residential-Low, in part, which calls for restrictive land use, emphasizing single-family detached development. The area is also classified as Urban Medium which calls for a mix of complementary uses, including single-family housing, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use. The plan also calls for a parkway that would run through the property which is identified on the site plan. All of these uses are compatible with the Low and Medium designations.

The Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Development Policy Areas" labels this area as part of the "Current Development Area" which seeks to address the compatibility of uses, "specifically between different housing intensities," As shown in the proposed site plan, the applicant is planning to create a gradual transition from existing housing developments at the western edge of the property in question which is consistent with this statement.

Principle 4 of Chapter 3 of the Tall City Tomorrow Plan seeks to increase the diversity of the housing stock in Midland specifically including the need of smaller lot homes. This proposal works in compliance since the development will be introducing a neighborhood with a mix of housing intensities to include single-family sized lots of varying in size. Additionally, Principle 8 of the Chapter 3 requests that land use policies and regulations support the creation of more balanced neighborhoods, which include “a variety of housing options, access to open space, and contain activity centers such as parks...” The applicant is proposing to develop more specifically delineated park space and trails in the development which will help give the residents a diversity of recreation allowing for a more balance feel.

Principle 5 of Chapter 3 requests planning for community amenities such as parks and open space to support “community activity, personal interaction a sense of place, and ultimately a sense of ownership in the community.” The applicant is proposing to include parks, greenspace, and trails, all of which will contribute to creating a sense of place for new residents.

The Planning and Zoning Commission recommended approval of this request on August 19, 2024.

If this zone change is approved, staff recommends that it should be subject to conditions A through C.

Conditions:

- A. That the Property, including the minimum dimensions of each lot and the minimum area of each lot contained therein, shall significantly conform to the site plan attached hereto as Exhibit “B”.**
- B. That the Property shall significantly conform to the amenity plan, which is attached hereto as Exhibit “C” and incorporated herein for all purposes.**
- C. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.**

Letters of Objection:

Staff has not received any letters of objection as of September 4, 2024.

Attachments:

Application
Site Plan
Survey
Amenity Plan
Maps
PowerPoint

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 302.39-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-2, SINGLE-FAMILY DWELLING DISTRICT, IN PART, SF-3, SINGLE-FAMILY DWELLING DISTRICT, IN PART, TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT, IN PART, 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT, IN PART, MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND LR, LOCAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF FAIRGROUNDS ROAD AND FIREWHEEL ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 302.39-acre tract of land out of Section 18, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (the “Property”) to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-1, Single-Family Dwelling District, in part,

SF-2, Single-Family Dwelling District, in part, SF-3, Single-Family Dwelling District, in part, TH, Townhouse (Attached) Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, MF-16, Multiple-Family Dwelling District, in part, and LR, Local Retail District, in part, to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit “B” and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

- A. That the Property, including the minimum dimensions of each lot and the minimum area of each lot contained therein, shall significantly conform to the site plan attached hereto as Exhibit “B”.
- B. That the Property shall significantly conform to the amenity plan, which is attached hereto as Exhibit “C” and incorporated herein for all purposes.
- C. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

MAVERICK

ENGINEERING • SURVEY • WATER RESOURCES

1909 West Wall Street, Suite K • Midland, TX 79701

Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514



FIELD NOTE DESCRIPTION OF A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING A PORTION OF THAT SAME TRACT CALLED FOR IN DOCUMENT NUMBER 2018-20726 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10723537.29, E.(x): 1758089.19, A ONE HALF INCH IRON ROD WITH A PLASTIC CAP MARKED "ASB 5689", FOUND ON THE NORTH LINE OF SAID SECTION 18, AT THE NORTHEAST CORNER OF A CALLED 22.96 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2019-3532 OF SAID PUBLIC RECORDS, FROM WHICH A ONE HALF INCH IRON ROD FOUND AT A FENCE CORNER AND ACCEPTED AS BEING IN THE POSITION OF THE PATENTED IRON PIPE AT THE COMMON WEST CORNER OF SAID SECTION 18, AND SECTION 7 OF THE SAME BLOCK BEARS S.75°19'52"W., ALONG THE COMMON LINE OF SAID SECTIONS 7 AND 18, 156.42 FEET, AND BEING THE NORTHWEST CORNER HEREOF;

THENCE N.75°19'52"E., ALONG THE COMMON LINE OF SAID SECTIONS 7 AND 18, 4894.40 FEET TO A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1040.00 FEET AND A CHORD BEARING AND DISTANCE OF S.06°51'59"E., 431.04 FEET BEING ON THE EAST LINE OF PROPOSED "TODD DRIVE" FOR THE NORTHEAST CORNER HEREOF;

THENCE ALONG SAID TODD DRIVE AND THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 434.18 FEET TO THE POINT OF TANGENCY;

THENCE S.18°49'35"E., CONTINUING ALONG SAID TODD DRIVE, 1868.51 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 2560.00 FEET AND A CHORD BEARING AND DISTANCE OF S.16°37'01"E., 197.40 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT, 197.45 FEET TO A POINT OF DEFLECTION RIGHT FOR THE SOUTHEAST CORNER HEREOF;

THENCE THE FOLLOWING 9 COURSES AND DISTANCES ALL TO AN "RPC" FOUND, TO A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1305.00 FEET AND A CHORD BEARING AND DISTANCE OF S.43°21'40"W., 886.78 FEET;

1. S.75°20'52"W., 265.00 FEET;
2. S.80°51'01"W., 60.26 FEET;
3. S.75°20'52"W., 115.00 FEET;
4. S.14°25'02"E., 7.06 FEET;
5. S.75°20'52"W., 115.00 FEET;
6. S.81°18'37"W., 60.27 FEET;
7. S.69°08'15"W., 114.62 FEET;
8. S.14°39'08"E., 46.14 FEET;
9. S.77°16'15"W., 15.51 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 904.79 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE N.26°46'36"W., 115.00 FEET TO AN "RPC" FOUND;

THENCE N.29°43'59"W., 80.11 FEET TO AN "RPC" FOUND;

THENCE N.26°33'48"W., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.66°52'14"W., 119.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 119.27 FEET TO A POINT OF TANGENCY;

THENCE S.72°23'25"W., 72.42 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.78°25'37"W., 137.13 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 137.24 FEET TO A POINT OF DEFLECTION LEFT;

THENCE S.07°37'18"E., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.88°33'08"W., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 351.41 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.81°45'01"W., 154.30 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 154.34 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE THE FOLLOWING 3 COURSES AND DISTANCES TO A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF S.73°17'02"W., 1317.88 FEET;

1. N.42°57'36":W., 30.03 FEET;
2. N.85°29'31"W., 60.34 FEET;
3. S.45°51'35"W., 27.04 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE TO THIS TRACT 1344.34 FEET TO A POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF S.64°37'59"W., 354.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 356.44 FEET TO THE POINT OF TANGENCY;

THENCE THE FOLLOWING 5 COURSES AND DISTANCES;

1. S.75°43'57"W., 651.20 FEET;
2. N.59°20'03"W., 28.32 FEET;
3. S.74°47'34"W., 79.96 FEET;
4. S.75°43'57"W., 95.07 FEET TO AN "RPC" FOUND FOR THE SOUTHWEST CORNER HEREOF;
5. N.14°24'01"W., 2733.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 302.39 ACRES OF LAND.



JULY 10, 2024

Gregory W. Shoults

www.maverick-eng.com

Texas RPLS - No. 5356

Maverick Engineering (FIRM – No. 10194514)



EXHIBIT "B"

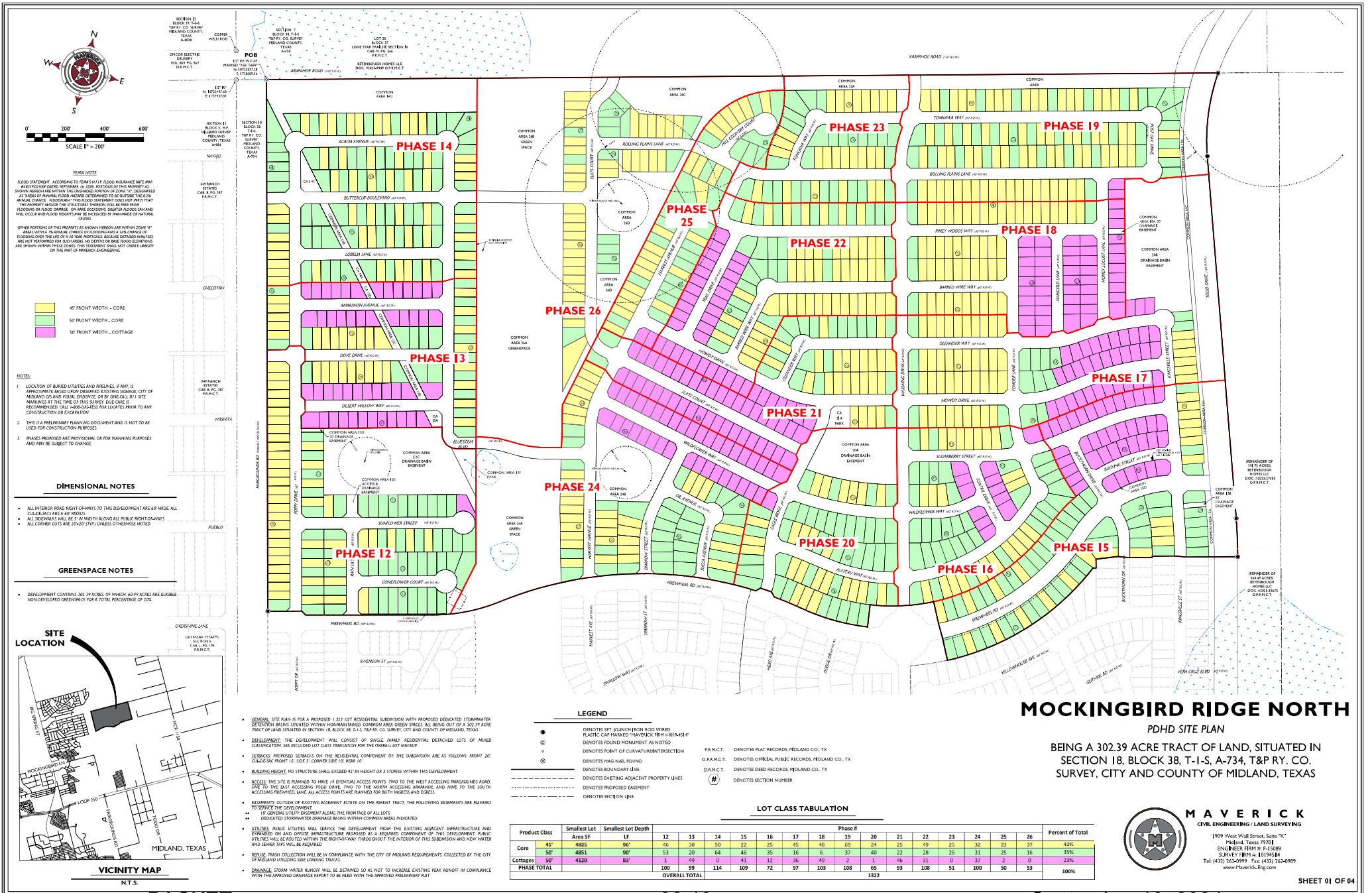


EXHIBIT "C"



MOCKINGBIRD
RIDGE

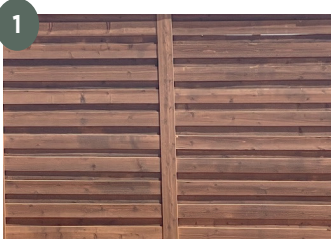
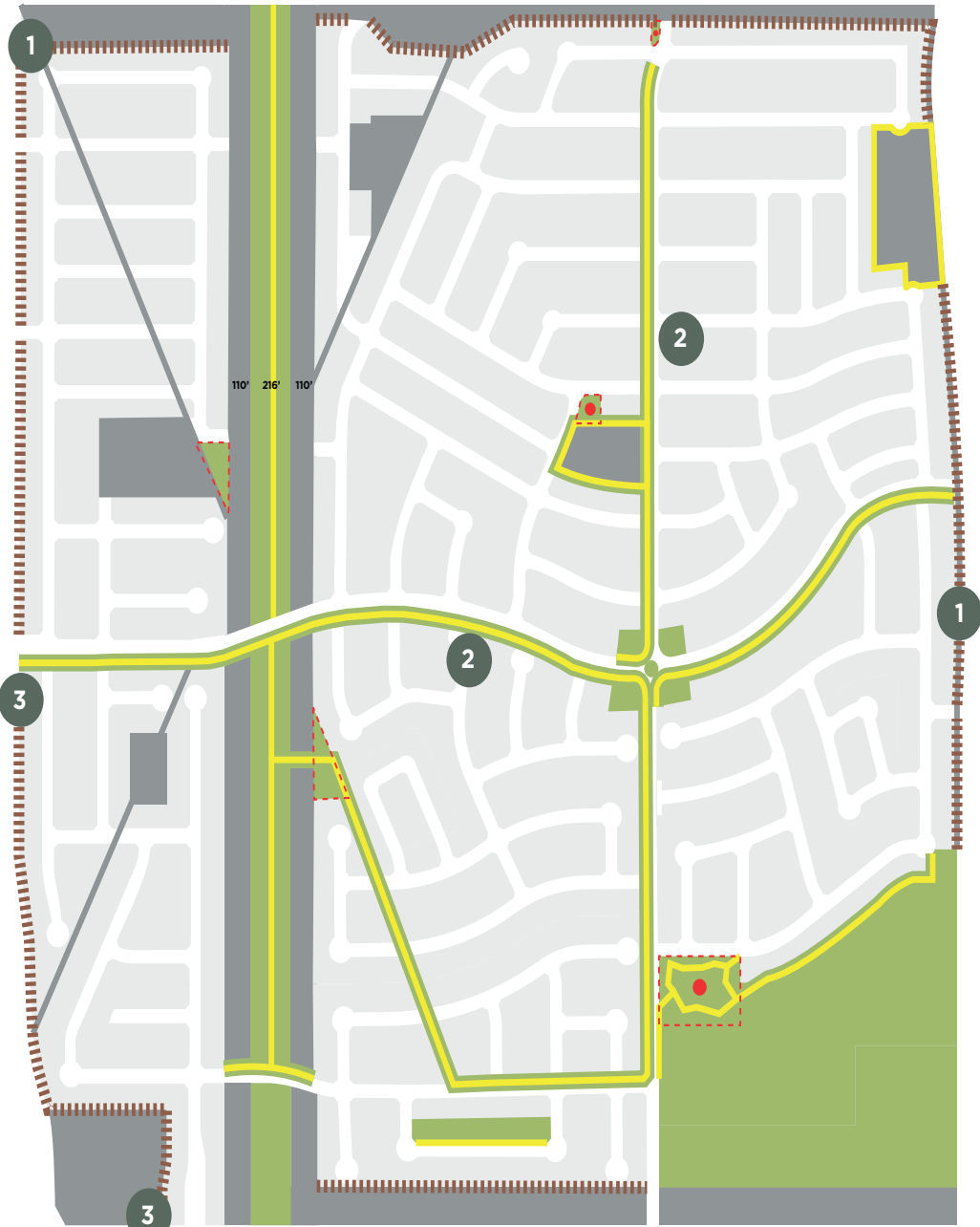
AMENITY MAP

Mockingbird Ridge Space Percentages		
Usable Acres	501	%
Amenity Space (Acreage)	76	15%
Parks, Native Area, Parkway, Treelines, Roundabout		
Lots & ROW	425	85%

Open, Active Space	Acres	Qty	Radius Miles (Ideal)	Radius Miles Standard)
	6	5		
Park (SE)	4	1 (Large)	0.25	0.50
Park (North Central)	1	1 (Med/Small)	0.25	0.50
Park (Far North Central)	0.2	1 (Med/Small)	0.25	0.50
Park (Triangle North of Firewheel)	0.5	Grass	0.25	0.50
Park (Triangle South of Firewheel)	0.5	Grass	0.25	0.50

Source for Radius Numbers: Midland Parks, Recreation, and Open Space Master Plan Page 3.18

Trail (Miles)	4
Total (Feet)	23,240
Trail North	2,713
Trail South	1,918
Trail Pipeline	1,901
Trail Common Area	637
Trail Park (Southeast - around Playscape)	1,500
Trail Park (Southeast Extension)	1,806
Trail around Basin (North Central)	1,288
Trail around Basin (Northeast)	1,984
Trail along Firewheel (Treelined Streets)	5,396
Trail along Blazing Saddle	1,235
Trail along Waxwing North (Pocket Park down to Roundabout)	2,862



- Home Sites
- Amenity/Native Space
- Unusable Space
(Pipeline, Basin, Oil Wells, Commercial)
- Trails
- Community Fence
- Playscape



**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: L-24-0387
Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Betenbough Homes LLC

Phone (432) 262-0999

Email
ronniew@betenbough.com

Address 6305 82nd St

City Lubbock

State TX

Zip 79424

Property Owner

Printed Name: see applicant

Phone ()

Email

Address

City

State

Zip

Representative (if different from Applicant or Property Owner)

Firm: Maverick Engineering

Printed Name: Paladin Huckaba

Phone (432) 262-0999

Email
phuckaba@maverick-eng.com

Address 1909 W Wall St Ste K

City Midland

State TX

Zip 79701

Street Address: NA

Legal Description 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P
Lot: Block RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Current Zoning: LR, TH, MF16, SF3, SF2
SF1, 2F

Proposed Zone: PDHD

(List by tracts if more than one district is requested)

Reason for Zone Change Request: To advance proposed housing development

Present Use of Property: vacant

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? no adverse affect

Describe how conditions affecting the property have changed since present zoning designation: No Change since original zoning

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

PACKET

22.15

September 10, 2024

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature): [Signature]

Date: 7-10-24

Applicant (printed): Ronnie Wallace

Property Owner (signature): see applicant

Date: 7-10-24

Property Owner (printed) : see applicant

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

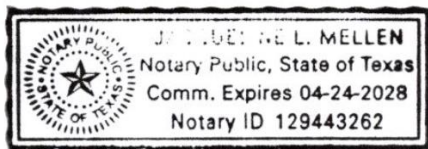
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is authorized by Betenbough Homes LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (signature)

Subscribed and sworn to before me, this 10 day of July, 20 24, to certify which witness my hand and seal of office.



Jacqueline Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Site Plan

☒ Application Fee

☒ Plans in Digital Format (PDF/JPEG) - Sarah Brandon

Check # 4798

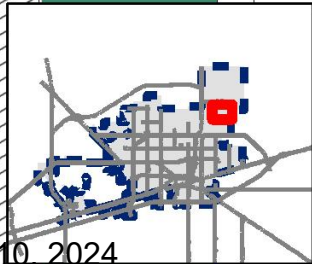
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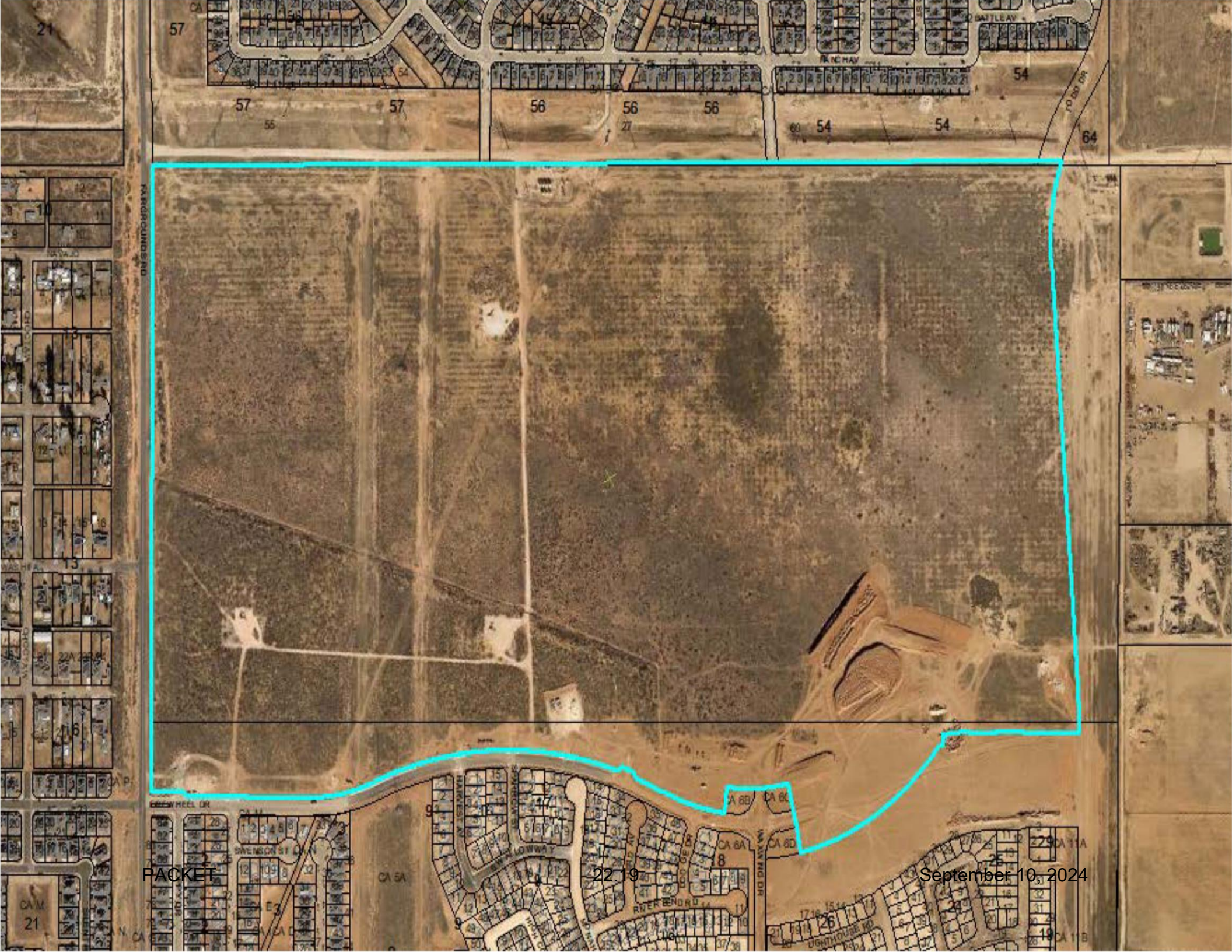
Date: 7-10-2024

RECEIVED
JUL 10 2024

BY:

*PACKET 22-16 September 10, 2024
Application will not be considered for scheduling until reviewed by a planner.



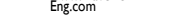


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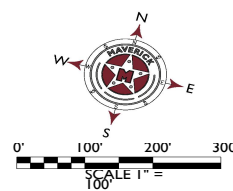
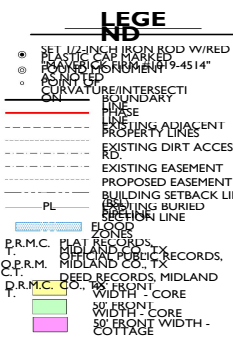
22 19

September 10, 2024





BEING A 302.39 ACRE TRACT OF LAND, SITUATED
IN SECTION 18, BLOCK 38, T-1-S,
A-734 T&P RY. CO. SURVEY, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS.



MAVERICK PACKET

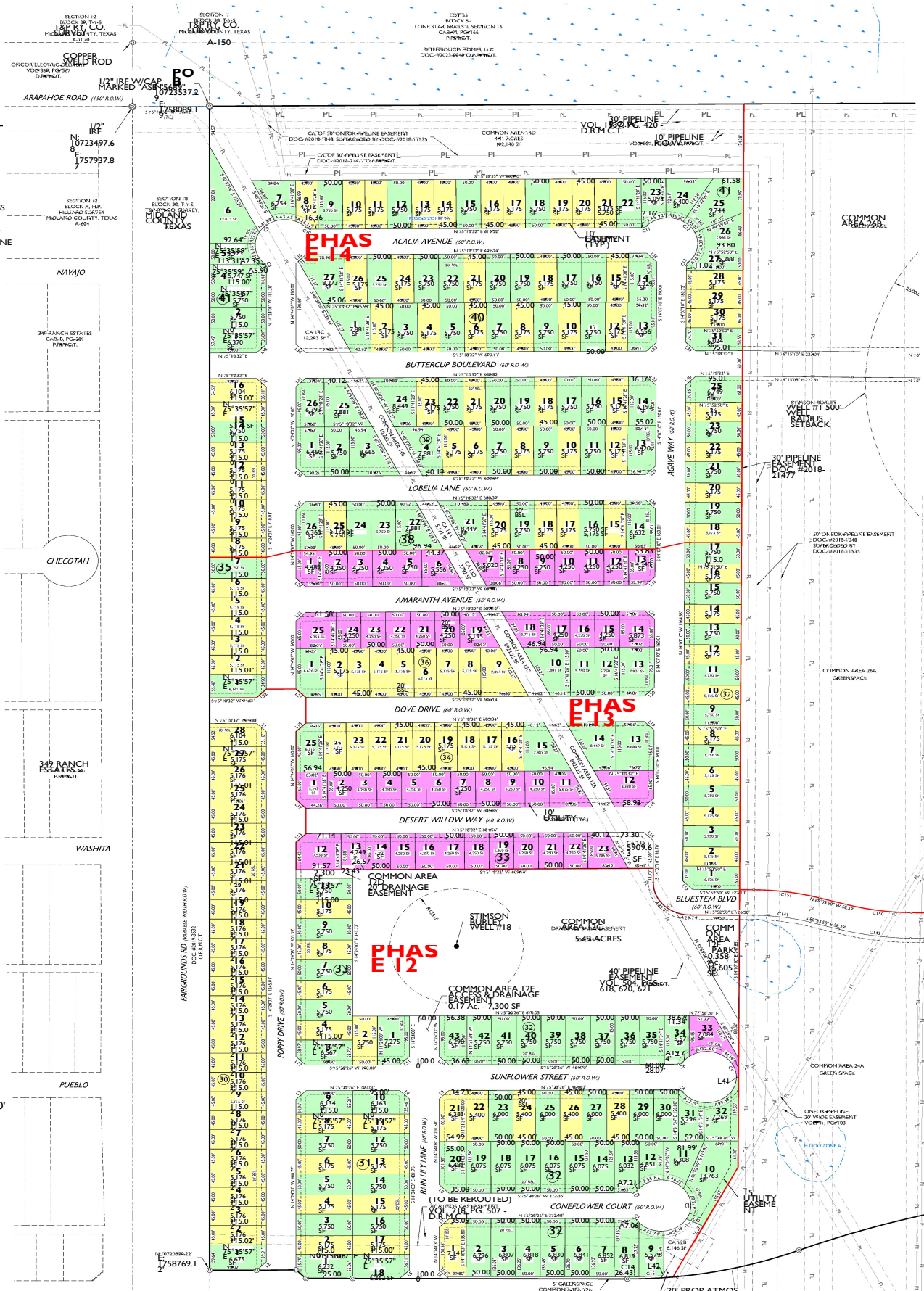
**CIVIL ENGINEERING /
LAND SURVEYING**

ENGINEER FIRM #: F-

15089
SURVEY FIRM #:
10194514

Tel: (432) 262-0999 Fax:
(432) 262-0989

www.Maverick-Eng.com

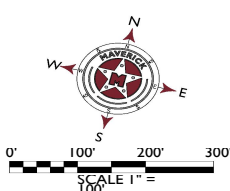


22.22

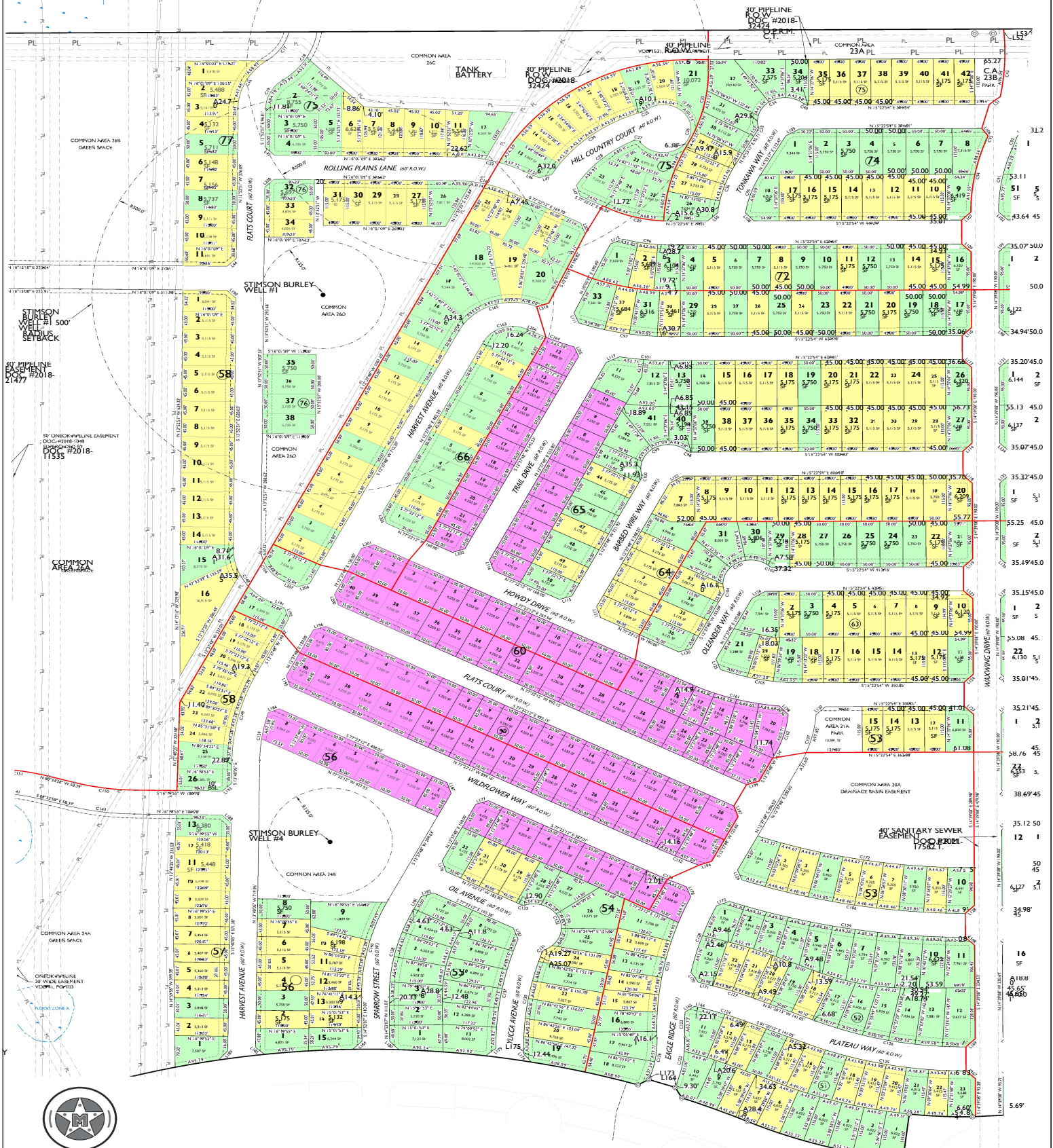
September 10, 2024

SHEET 2

OF 6

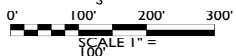


PDHD SITE PLAN
MOCKINGBIRD RIDGE
BEING A 302.39 ACRE TRACT OF LAND, SITUATED
IN SECTION 18, BLOCK 38, T-1-S
A-734, T&P RY. CO. SURVEY, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS.



- 45' FRONT WIDTH
- 50' FRONT WIDTH - CORE COTTAGE
- 50' FRONT WIDTH - COTTAGE

September 10, 2024



PDHD SITE PLAN
MOCKINGBIRD RIDGE
BEING A 302.39 ACRE TRACT OF LAND, SITUATED
IN SECTION 18, BLOCK 38, T-1-S
A-734 T&P RY. CO. SURVEY, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS.



22.24

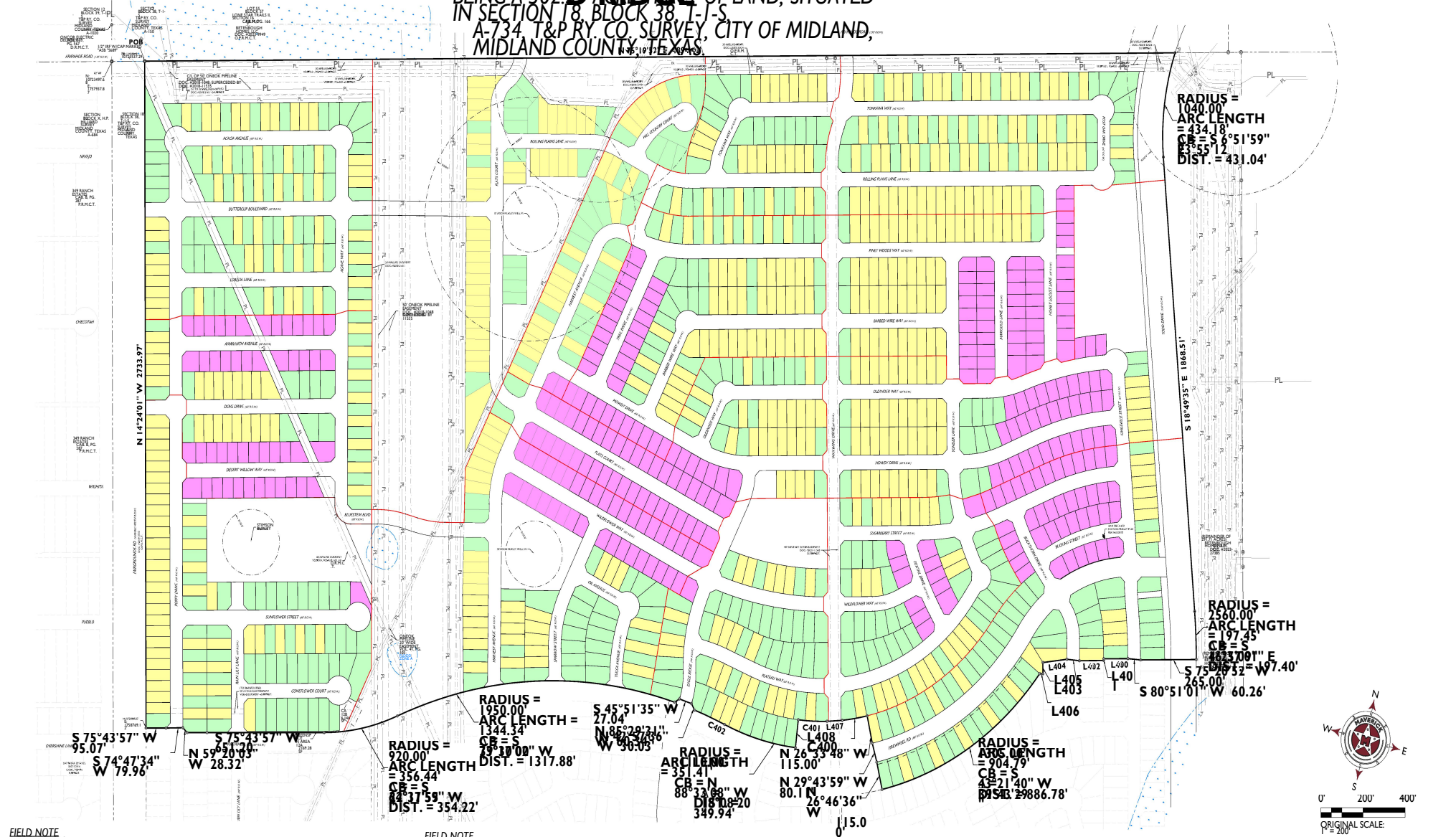
September 10, 2024

1709 West Wall Street,
Suite "K"
Midland, Texas
79701
ENGINEER FIRM #: F-
L5089
SURVEY FIRM #:
10194514
Tel: (432) 262-6989 Fax:
(432) 262-0989
www.Maverick-
Eng.com

PDHD SITE PLAN
MOCKINGBIRD RIDGE
BEING A 302.39 ACRE TRACT OF LAND SITUATED
IN SECTION 18, BLOCK 38, T-1-S
A-734, T&P RY. CO. SURVEY, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS.

LINE	TABLE	DISTANCE	LINE	TABLE	DISTANCE	LINE	TABLE	DISTANCE	CURVE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	
L1	BEARING	28.21	L12	30°15'02" W	28.25	L23	CS	0.00	C1	70.00	14.4° 31'	35° 08'5"	C1	70.00	14.4° 31'	35° 08'5"	
L2	9°32'45" E	28.25	L13	30°11'16" W	28.27	L24	CS	0.00	C2	303.9	68.57	53°1' 40'	53° 08'5"	C2	303.9	68.57	53°1' 40'
L3	30°39'57" E	28.32	L14	30°11'16" W	28.28	L25	CS	0.00	C3	303.9	68.57	53°1' 40'	53° 08'5"	C3	303.9	68.57	53°1' 40'
L4	N	28.25	L15	30°11'16" W	28.28	L26	CS	0.00	C4	303.9	68.57	53°1' 40'	53° 08'5"	C4	303.9	68.57	53°1' 40'
L5	30°32'12" E	28.28	L16	30°11'16" W	28.28	L27	CS	0.00	C5	303.9	68.57	53°1' 40'	53° 08'5"	C5	303.9	68.57	53°1' 40'
L6	N	28.30	L17	30°11'16" W	28.28	L28	CS	0.00	C6	303.9	68.57	53°1' 40'	53° 08'5"	C6	303.9	68.57	53°1' 40'
L7	9°27'48" E	28.32	L18	30°11'16" W	28.28	L29	CS	0.00	C7	303.9	68.57	53°1' 40'	53° 08'5"	C7	303.9	68.57	53°1' 40'
L8	N	28.32	L19	30°11'16" W	28.28	L30	CS	0.00	C8	303.9	68.57	53°1' 40'	53° 08'5"	C8	303.9	68.57	53°1' 40'
L9	30°39'58" E	28.25	L20	30°11'16" W	28.28	L31	CS	0.00	C9	303.9	68.57	53°1' 40'	53° 08'5"	C9	303.9	68.57	53°1' 40'
L10	N	28.32	L21	30°11'16" W	28.28	L32	CS	0.00	C10	303.9	68.57	53°1' 40'	53° 08'5"	C10	303.9	68.57	53°1' 40'
L11	9°18'05" E	28.25	L22	30°11'16" W	28.28	L33	CS	0.00	C11	303.9	68.57	53°1' 40'	53° 08'5"	C11	303.9	68.57	53°1' 40'
L12	N	28.25	L23	30°11'16" W	28.28	L34	CS	0.00	C12	303.9	68.57	53°1' 40'	53° 08'5"	C12	303.9	68.57	53°1' 40'
L13	30°32'12" E	28.36	L24	30°11'16" W	28.28	L35	CS	0.00	C13	303.9	68.57	53°1' 40'	53° 08'5"	C13	303.9	68.57	53°1' 40'
L14	N	28.14	L25	30°11'16" W	28.28	L36	CS	0.00	C14	303.9	68.57	53°1' 40'	53° 08'5"	C14	303.9	68.57	53°1' 40'
L15	9°32'45" E	28.27	L26	30°11'16" W	28.28	L37	CS	0.00	C15	303.9	68.57	53°1' 40'	53° 08'5"	C15	303.9	68.57	53°1' 40'
L16	30°39'57" E	28.32	L27	30°11'16" W	28.28	L38	CS	0.00	C16	303.9	68.57	53°1' 40'	53° 08'5"	C16	303.9	68.57	53°1' 40'
L17	N	28.43	L28	30°11'16" W	28.28	L39	CS	0.00	C17	303.9	68.57	53°1' 40'	53° 08'5"	C17	303.9	68.57	53°1' 40'
L18	9°32'45" E	28.21	L29	30°11'16" W	28.28	L40	CS	0.00	C18	303.9	68.57	53°1' 40'	53° 08'5"	C18	303.9	68.57	53°1' 40'
L19	9°27'48" E	28.36	L30	30°11'16" W	28.28	L41	CS	0.00	C19	303.9	68.57	53°1' 40'	53° 08'5"	C19	303.9	68.57	53°1' 40'
L20	30°32'12" E	28.43	L31	30°11'16" W	28.28	L42	CS	0.00	C20	303.9	68.57	53°1' 40'	53° 08'5"	C20	303.9	68.57	53°1' 40'
L21	9°18'05" E	28.21	L32	30°11'16" W	28.28	L43	CS	0.00	C21	303.9	68.57	53°1' 40'	53° 08'5"	C21	303.9	68.57	53°1' 40'
L22	N	28.14	L33	30°11'16" W	28.28	L44	CS	0.00	C22	303.9	68.57	53°1' 40'	53° 08'5"	C22	303.9	68.57	53°1' 40'
L23	30°32'12" E	28.36	L34	30°11'16" W	28.28	L45	CS	0.00	C23	303.9	68.57	53°1' 40'	53° 08'5"	C23	303.9	68.57	53°1' 40'
L24	N	28.43	L35	30°11'16" W	28.28	L46	CS	0.00	C24	303.9	68.57	53°1' 40'	53° 08'5"	C24	303.9	68.57	53°1' 40'
L25	9°32'45" E	28.14	L36	30°11'16" W	28.28	L47	CS	0.00	C25	303.9	68.57	53°1' 40'	53° 08'5"	C25	303.9	68.57	53°1' 40'
L26	30°39'57" E	28.36	L37	30°11'16" W	28.28	L48	CS	0.00	C26	303.9	68.57	53°1' 40'	53° 08'5"	C26	303.9	68.57	53°1' 40'
L27	N	28.43	L38	30°11'16" W	28.28	L49	CS	0.00	C27	303.9	68.57	53°1' 40'	53° 08'5"	C27	303.9	68.57	53°1' 40'
L28	9°32'45" E	28.21	L39	30°11'16" W	28.28	L50	CS	0.00	C28	303.9	68.57	53°1' 40'	53° 08'5"	C28	303.9	68.57	53°1' 40'
L29	9°27'48" E	28.36	L40	30°11'16" W	28.28	L51	CS	0.00	C29	303.9	68.57	53°1' 40'	53° 08'5"	C29	303.9	68.57	53°1' 40'
L30	30°32'12" E	28.43	L41	30°11'16" W	28.28	L52	CS	0.00	C30	303.9	68.57	53°1' 40'	53° 08'5"	C30	303.9	68.57	53°1' 40'
L31	9°18'05" E	28.21	L42	30°11'16" W	28.28	L53	CS	0.00	C31	303.9	68.57	53°1' 40'	53° 08'5"	C31	303.9	68.57	53°1' 40'
L32	N	28.14	L43	30°11'16" W	28.28	L54	CS	0.00	C32	303.9	68.57	53°1' 40'	53° 08'5"	C32	303.9	68.57	53°1' 40'
L33	30°32'12" E	28.36	L44	30°11'16" W	28.28	L55	CS	0.00	C33	303.9	68.57	53°1' 40'	53° 08'5"	C33	303.9	68.57	53°1' 40'
L34	N	28.43	L45	30°11'16" W	28.28	L56	CS	0.00	C34	303.9	68.57	53°1' 40'	53° 08'5"	C34	303.9	68.57	53°1' 40'
L35	9°32'45" E	28.14	L46	30°11'16" W	28.28	L57	CS	0.00	C35	303.9	68.57	53°1' 40'	53° 08'5"	C35	303.9	68.57	53°1' 40'
L36	30°39'57" E	28.36	L47	30°11'16" W	28.28	L58	CS	0.00	C36	303.9	68.57	53°1' 40'	53° 08'5"	C36	303.9	68.57	53°1' 40'
L37	N	28.43	L48	30°11'16" W	28.28	L59	CS	0.00	C37	303.9	68.57	53°1' 40'	53° 08'5"	C37	303.9	68.57	53°1' 40'
L38	9°32'45" E	28.21	L49	30°11'16" W	28.28	L60	CS	0.00	C38	303.9	68.57	53°1' 40'	53° 08'5"	C38	303.9	68.57	53°1' 40'
L39	9°27'48" E	28.36	L50	30°11'16" W	28.28	L61	CS	0.00	C39	303.9	68.57	53°1' 40'	53° 08'5"	C39	303.9	68.57	53°1' 40'
L40	30°32'12" E	28.43	L51	30°11'16" W	28.28	L62	CS	0.00	C40	303.9	68.57	53°1' 40'	53° 08'5"	C40	303.9	68.57	53°1' 40'
L41	9°18'05" E	28.21	L52	30°11'16" W	28.28	L63	CS	0.00	C41	303.9	68.57	53°1' 40'	53° 08'5"	C41	303.9	68.57	53°1' 40'
L42	N	28.14	L53	30°11'16" W	28.28	L64	CS	0.00	C42	303.9	68.57	53°1' 40'	53° 08'5"	C42	303.9	68.57	53°1' 40'
L43	30°32'12" E	28.36	L54	30°11'16" W	28.28	L65	CS	0.00	C43	303.9	68.57	53°1' 40'	53° 08'5"	C43	303.9	68.57	53°1' 40'
L44	N	28.43	L55	30°11'16" W	28.28	L66	CS	0.00	C44	303.9	68.57	53°1' 40'	53° 08'5"	C44	303.9	68.57	53°1' 40'
L45	9°32'45" E	28.14	L56	30°11'16" W	28.28	L67	CS	0.00	C45	303.9	68.57	53°1' 40'	53° 08'5"	C45	303.9	68.57	53°1' 40'
L46	30°39'57" E	28.36	L57	30°11'16" W	28.28	L68	CS	0.00	C46	303.9	68.57	53°1' 40'	53° 08'5"	C46	303.9	68.57	53°1' 40'
L47	N	28.43	L58	30°11'16" W	28.28	L69	CS	0.00	C47	303.9	68.57	53°1' 40'	53° 08'5"	C47	303.9	68.57	53°1' 40'
L48	9°32'45" E	28.21	L59	30°11'16" W	28.28	L70	CS	0.00	C48	303.9	68.57	53°1' 40'	53° 08'5"	C48	303.9	68.57	53°1' 40'
L49	9°27'48" E	28.36	L60	30°11'16" W	28.28	L71	CS	0.00	C49	303.9	68.57	53°1' 40'	53° 08'5"	C49	303.9	68.57	53°1' 40'
L50	30°32'12" E	28.43	L61	30°11'16" W	28.28	L72	CS	0.00	C50	303.9	68.57	53°1' 40'	53° 08'5"	C50	303.9	68.57	53°1' 40'
L51	9°18'05" E	28.21	L62	30°11'16" W	28.28	L73	CS	0.00	C51	303.9	68.57	53°1' 40'	53° 08'5"	C51	303.9	68.57	53°1' 40'
L52	N	28.14	L63	30°11'16" W	28.28	L74	CS	0.00	C52	303.9	68.57	53°1' 40'	53° 08'5"	C52	303.9	68.57	53°1' 40'
L53	30°32'12" E	28.36	L64	30°11'16" W	28.28	L75	CS	0.00	C53	303.9	68.57	53°1' 40'	53° 08'5"	C53	303.9	68.57	53°1' 40'
L54	N	28.43	L65	30°11'16" W	28.28	L76	CS	0.00	C54	303.9	68.57	53°1' 40'	53° 08'5"	C54	303.9	68.57	53°1' 40'
L55	9°32'45" E	28.14	L66	30°11'16" W	28.28	L77	CS	0.00	C55	303.9	68.57	53°1' 40'	53° 08'5"	C55	303.9	68.57	53°1' 40'
L56	30°39'57" E	28.36	L67	30°11'16" W	28.28	L78	CS	0.00	C56	303.9	68.57	53°1' 40'	53° 08'5"	C56	303.9	68.57	53°1' 40'
L57	N	28.43	L68	30°11'16" W	28.28	L79	CS	0.00	C57	303.9	68.57	53°1' 40'	53° 08'5"	C57	303.9	68.57	53°1' 40'
L58	9°32'45" E	28.21	L69	30°11'16" W	28.28	L80	CS	0.00	C58	303.9	68.57	53°1' 40'	53° 08'5"	C58	303.9	68.57	53°1' 40'
L59	9°27'48" E	28.36	L70	30°11'16" W	28.28	L81	CS	0.00	C59	303.9	68.57	53°1' 40'	53° 08'5"	C59	303.9	68.57	53°1' 40'
L60	30°32'12" E	28.43	L71	30°11'16" W	28.28	L82	CS	0.00	C60	303.9	68.57	53°1' 40'	53° 08'5"	C60	303.9	68.57	53°1' 40'
L61	9°18'05" E	28.21	L72	30°11'16" W	28.28	L83	CS	0.00	C61	303.9	68.57	53°1' 40'	53° 08'5"	C61	303.9	68.57	53°1' 40'
L62	N	28.14	L73	30°11'16" W	28.28	L84	CS	0.00	C62	303.9	68.57	53°1' 40'	53° 08'5"	C62	303.9	68.57	53°1' 40'
L63	30°32'12" E	28.36	L74	30°11'16" W	28.28	L85	CS	0.00	C63	303.9	68.57	53°1' 40'	53° 08'5"	C63	303.9	68.57	53°1' 40'
L64	N	28.43	L75	30°11'16" W	28.28	L86	CS	0.00	C64	303.9	68.57	53°1' 40'	53° 08'5"	C64	303.9	68.57	53°1' 40'
L65	9°32'45" E	28.14	L76	30°11'16" W	28.28	L87	CS	0.00	C65	303.9	68.57	53°1' 40'	53° 08'5"	C65	303.9	68.57	53°1' 40'
L66	30°39'57" E	28.36	L77	30°11'16" W	28.28	L88	CS	0.00	C66	303.9	68.57	53°1' 40'	53° 08'5"	C66	303.9	68.57	53°1' 40'
L67	N	28.43	L78	30°11'16" W	28.28	L89	CS	0.00	C67	303.9	68.57	53°1' 40'	53° 08'5"	C67	303.9	68.57	53°1' 40'
L68	9°32'45" E	28.21	L79	30°11'16" W	28.28	L90	CS	0.00	C68	303.9	68.57	53°1' 40'	53° 08				

BEING A 302.18 ACRES OF LAND, SITUATED
IN SECTION 18, BLOCK 38, T-1-S
A-734, T&P RY. CO. SURVEY, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS.

[illegible][illegible]

LINE TABLE			DISTANCE
LINE	BEARING		
1400	S		
75	10°52'	W	115.6
1401	S		7.06
1402	S		115.6
75	20°52'	E	0
1403	S		60.2
81	18°37'	W	114.3
1404	S		2
73	10°15'	W	16.1
1405	S		75.3
77	16°15'	W	
1407	S		72.4
74	18°25'	W	115.6
07	37°18'	W	0

CURVE	ARC	LENGTH	RADIUS	CHORD LENGTH
C400	19.2	995.00	19.2	5'86.52" 6'52"
C401	137.2	995.00	137.1	5'78.25" 7'54"
C402	154.3	1950.0	154.3	8'81.45" 4'32"



MAVERICK
CIVIL ENGINEERING /
LAND SURVEYING
1909 West Wall Street,
Suite "K"
Midland, Texas
79701
ENGINEER FIRM #: F-
15089
SURVEY FIRM #:
10194514
Tel: (432) 262-0999 Fax:

September 10, 202

MOCKINGBIRD RIDGE **SHEET 6**
OF 6



FIELD NOTE DESCRIPTION OF A 302.39 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, ABSTRACT NUMBER 734, GLO FILE NUMBER 66103, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, AND BEING A PORTION OF THAT SAME TRACT CALLED FOR BY DOCUMENT NUMBER 370189, E(x): 1758089.19, A ONE 20'00" DEFECTION RIGHT FOR THE NORTH LINE OF SAID MIDLAND COUNTY LAND BEING NORTH LINE OF MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CORNER OF A CALLED 279.6 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2079.3532 OF SAID PUBLIC RECORDS FROM WHICH ONE HALF INCH IRON ROD FOUND AT A FENCE CORNER AND ACCEPTED AS BEING IN THE POSITION OF THE PATENTED IRON ROD AT THE COMMON LINE OF SAID SECTION 18 AND SECTION 10 BEING IN SECTION 7 OF THE SAME BLOCK 38 AS SAID MAVERICK MAVERICK FIRM #10194514 (RPC) THE COMMON LINE OF SAID SECTION 7 AND 18, 156.42 FEET AND BEING THE CENTER LINE OF A CURVE HAVING A RADIUS OF 1040.00 FEET AND A CHORD BEARING AND DISTANCE OF N.88°33'08"W., 349.94 FEET AND BEING THE COMMON LINE OF SAID TRACT AND THE RIGHT OF WAY OF SAID TRACT.

THE RIGHT OF WAY OF SAID TRACT BEING A DRIVE ALONG SAID TODD DRIVE 1868.5 FEET TO A POINT OF CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET AND A CHORD BEARING AND DISTANCE OF S.75°20'52"W., 265.00 FEET TO THIS TRACT 137.45 FEET TO A POINT OF DEFLECTION RIGHT FOR THE SOUTHEAST CORNER BEING THE FOLLOWING 9 COURSES AND DISTANCES ALL TO AN "RPC" FOUND TO A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1305.00 FEET AND A CHORD BEARING AND DISTANCE OF S.43°21'40"W., 886.78 FEET; 60.26 FEET; 115.00 FEET; 3.75 FEET; 115.00 FEET; 1.15 FEET; 4.06 FEET; 7.06 FEET; 115.00 FEET; 115.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX TO THIS TRACT 904.79 FEET TO A POINT OF DEFLECTION RIGHT;

THENCE S.75°20'52"W., 115.00 FEET TO AN "RPC" FOUND;

THENCE S.75°20'52"W., 80.11 FEET TO A POINT OF DEFLECTION LEFT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF S.78°25'37"W., 137.13 FEET TO THIS TRACT 137.24 FEET TO A POINT OF DEFLECTION LEFT;

THENCE S.07°37'18"E., 115.00 FEET TO AN "RPC" FOUND AT A POINT OF DEFLECTION RIGHT FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.88°33'08"W., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE BEING CONVEX
 TO THIS TRACT 351.41 FEET TO A POINT
 OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING
 A RADIUS OF 1950.00 FEET AND A
 CHORD BEARING AND DISTANCE OF S. 84° 07' 10" W., 154.30
 FEET TO THIS TRACT 154.34 FEET TO A
 POINT OF DEFLECTION RIGHT;
 THENCE THE FOLLOWING 3 COURSES AND DISTANCES TO A
 POINT OF DEFLECTION RIGHT FOR A
 CURVE TO THE LEFT HAVING A RADIUS OF 1950.00 FEET AND A
 CHORD BEARING AND DISTANCE OF
 S. 73° 01' 30" E., 1317.88 FEET;
 2. N. 85° 29' 31" W.,
 THENCE ALONG THE ARC OF SAID CURVE BEING CONCAVE
 TO THIS TRACT 1944.34 FEET TO A
 POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT
 HAVING A RADIUS OF 920.00 FEET AND
 CHORD BEARING AND DISTANCE OF S. 84° 07' 10" W., 154.34
 FEET TO THIS TRACT 154.34 FEET TO THE
 POINT OF TANGENCY;
 THENCE THE FOLLOWING 5
 COURSES AND DISTANCES;
 2. N. 59° 20' 03" W., 28.32 FEET;
 3. S. 74° 47' 34" W., 79.96 FEET;
 4. S. 75° 43' 57" W., 95.07 FEET TO AN "RPC" FOUND FOR THE
 SOUTHWEST CORNER HEREOF;
 5. N. 14° 24' 01" W., 2733.97 FEET TO THE POINT OF
BEGINNING, CONTAINING 302.39 ACRES OF
 LAND.


 Gregory W. Shoultz
 July 10, 2024
shoultz-maverick-eng.com
 Texas RPLS - No. 5356
 Maverick Engineering (FIRM
 - No. 10194514)



MOCKINGBIRD RIDGE

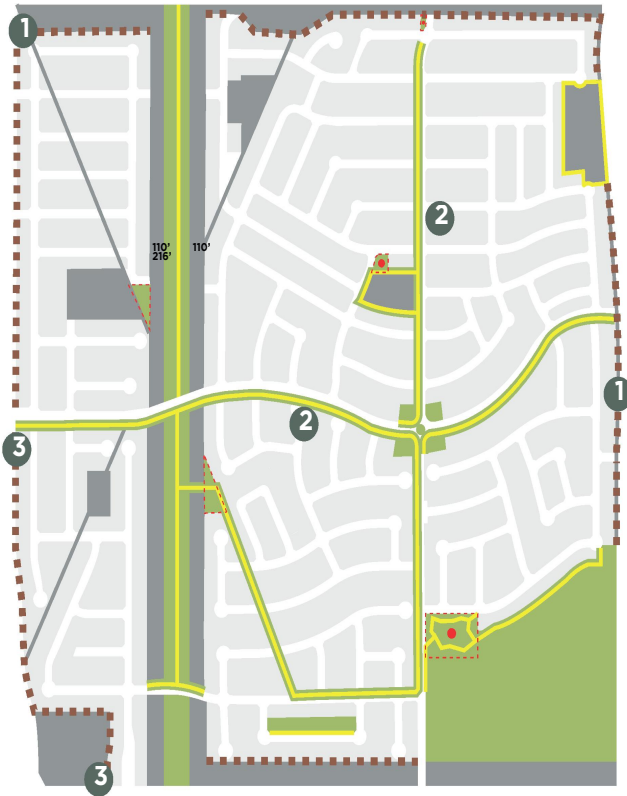
AMENITY Y MAP

Mockingbird Ridge Space Percentages			
Usable Acres	501	%	
Amenity Space (Acreage)	76	15%	
Parks, Native Area, Pathways, Trailheads, Roundabout	425	85%	

Open, Active Space	Acres	Qty	Radius Miles (Ideal)	Radius Miles Standard
Park (SE)	4	1 (Large)	0.25	0.50
Park (North Central)	1	1 (Mid/Small)	0.25	0.50
Park (Far North Central)	0.2	1 (Mid/Small)	0.25	0.50
Park (Triangle North of Firewheel)	0.5	Grass	0.25	0.50
Park (Triangle South of Firewheel)	0.5	Grass	0.25	0.50

Source for Radius Numbers: Midland Parks, Recreation, and Open Space Master Plan Page 3.18

Trail (Miles)	4
Total (Feet)	23,248
Trail North	2,713
Trail South	1,918
Trail Pipeline	1,901
Trail Common Area	637
Trail Park (Southeast - around Playscape)	1,500
Trail Park (Southeast Extension)	1,806
Trail around Basin (North Central)	1,288
Trail around Basin (Northeast)	1,984
Trail along Firewheel (Treed Streets)	5,396
Trail along Blazing Saddle	1,235
Trail along Vanishing North (Pocket Park down to Roundabout)	2,862



- Home Sites
- Amenity/Native Space
- Unusable Space (Pipeline, Basin, Oil Wells, Commercial)
- Trail
- Community Fence
- Playscape



Mattisyn Swierc Henderson Special Exception



Visit Our Website

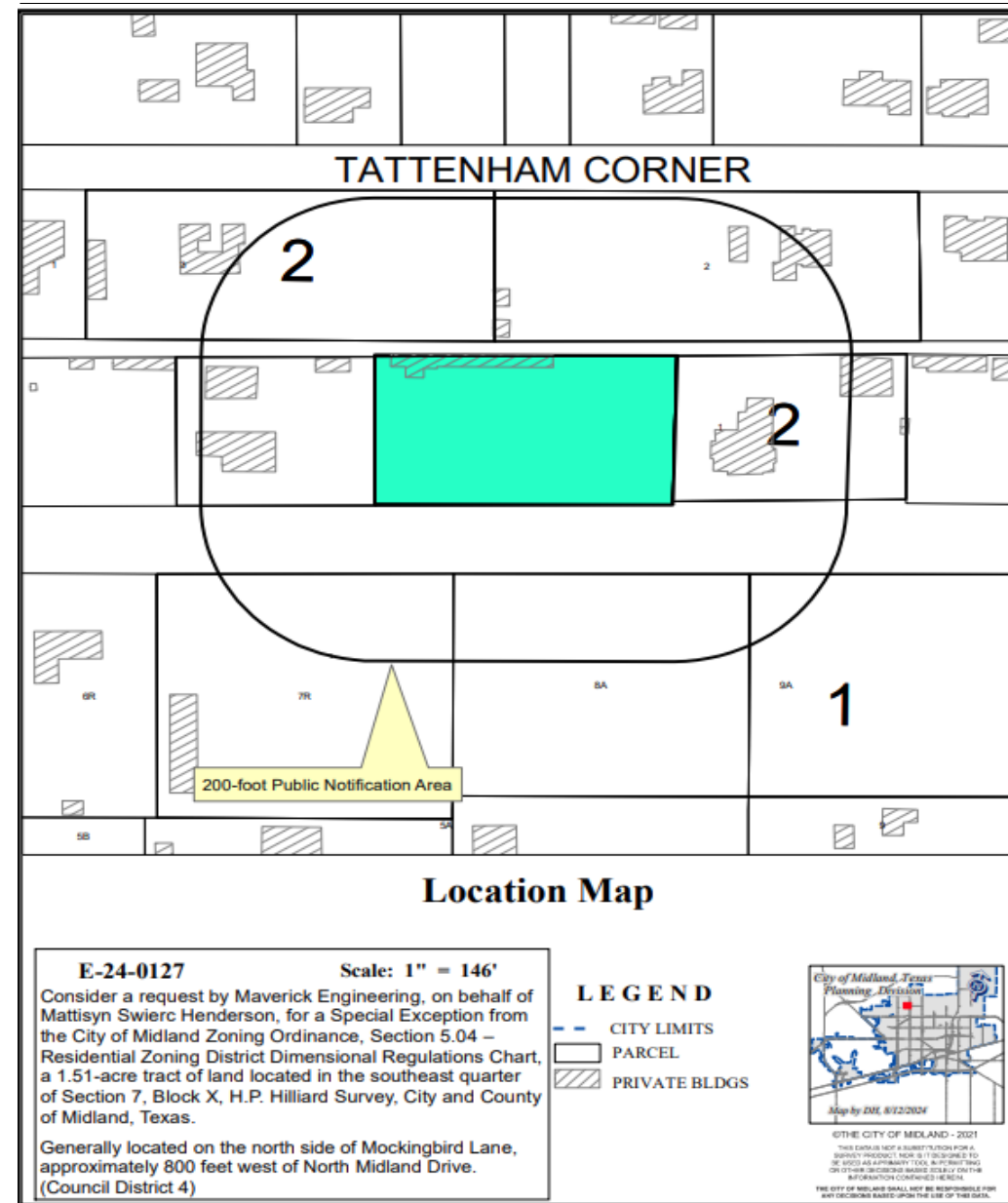
MIDLANDTEXAS.GOV

PACKET

22.30

September 10, 2024

- Maverick Engineering, on behalf of Mattisyn Swierc Henderson
- Special Exception
- Located on Mockingbird Lane



- Current use: Vacant lot
- Proposed Use: Residential dwelling

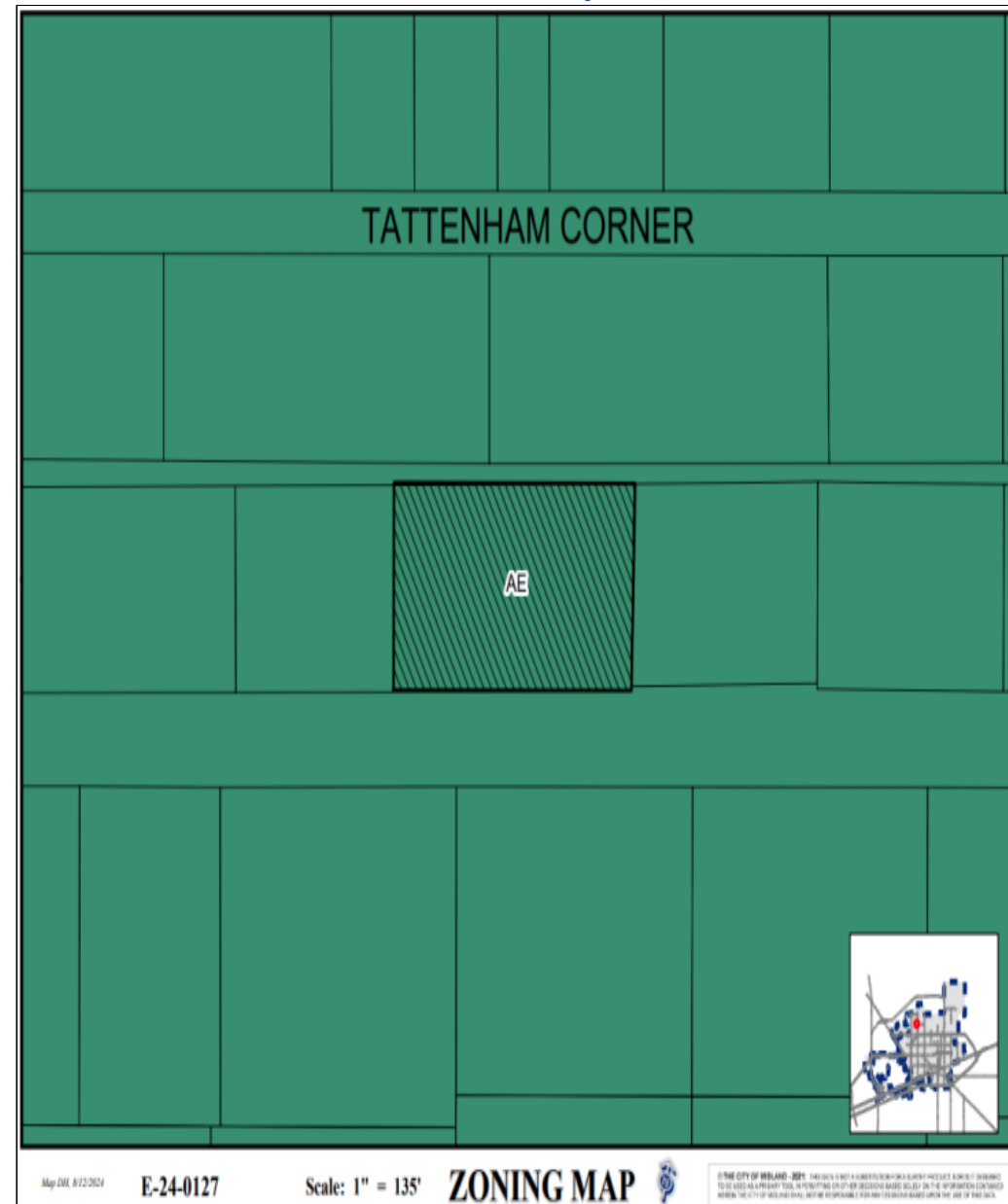


Currently Zoned:

- AE, Agricultural Estate District

Surrounding Zoning:

- AE, Agricultural Estate District



- 5

22.34





- Staff has not received any letters of objection as of September 6, 2024.
- Staff recommends approval of this request. However, should Council approve it, staff recommends that it be subject to conditions A and B.

Conditions:

- A. That the minimum lot area shall be one and a half acres.
- B. That the locations of all structures on the Property shall significantly conform to the site plan, which is attached hereto as Exhibit “A” and incorporated herein for all purposes.

MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.



City Council Meeting

Item Number: 23
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO COG OPERATING, LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MCC HZ UNIT #1106BH; MCC HZ UNIT #1106JH; MCC HZ UNIT #1107AH; MCC HZ UNIT #1107LH; MCC HZ UNIT #1107MH; MCC HZ UNIT #1108BH; MCC HZ UNIT #1109JH; MCC HZ UNIT #1109LH; MCC HZ UNIT #1111MH; AND MCC HZ UNIT #1109AH; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,630 FEET AND 1,810 FEET EAST OF NORTH A STREET EXTENSION AND 5,040 FEET NORTH OF MOCKINGBIRD LANE (PUBLIC HEARING ONLY) (District 1) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to COG Operating, LLC ("Operator") for the drilling of the following oil and gas wells: MCC HZ UNIT #1106BH; MCC HZ UNIT #1106JH; MCC HZ UNIT #1107AH; MCC HZ UNIT #1107LH; MCC HZ UNIT #1107MH; MCC HZ UNIT #1108BH; MCC HZ UNIT #1109JH; MCC HZ UNIT #1109LH; MCC HZ UNIT #1111MH; and MCC HZ UNIT #1109AH; said wells being generally located between 1,630 feet and 1,810 feet east of north a street extension and 5,040 feet north of mockingbird lane (public hearing only). Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval with consideration of a fourth, North facing sound barrier and an additional exhibit. COG Operating will be using 24 ft. tall sound walls on 3 of 4 sides of the location during drilling and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, with power generation equipment that will be staged on pad behind sound barriers. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept on the property and the Tank Battery for these wells will be located in the county. COG Operating is requesting the following variances:

- (1) requests to allow for twenty-four-hour fracing operations.
- (2) requests variance to the Road Repair Agreement due to no city streets will be used.
- (3) request a variance to the landscaping and irrigation due to no access to city water and the land is undeveloped.
- (4) requests variance to remove drill cuttings from the location.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display

For E. Ort

City Manager's Office



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 6/3/2024	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____		
Option B: Matt Wilson 600 W. Illinois Ave. Midland, TX 79701 Office: (432) 253-4554 Cell: (432) 472-6978		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
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Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
<i>ATTACHED AS EXHIBIT C</i>		
ATTACHED AS EXHIBIT C is (a <i>Title Opinion</i> by _____, a <i>licensed Texas Attorney</i> /Title Commitment by <i>Abstract</i> _____, Company/a Take-off from Caroline Hoban _____, a <i>Certified Petroleum Landman</i> /an <i>opinion letter</i> from _____, a <i>licensed Texas Attorney</i>) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Surface use: Open Pasture		
Surface Ownership: See Exhibit "D"		
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the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1106BH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit “G”

Legal Description of Proposed Well Site:

Surface Hole Location: 280’ FNL & 1810’ FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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(1) **Drilling:** None

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ATTACHED AS EXHIBIT “N” [See § L(10)]:

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

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CERTIFICATION OF APPLICATION

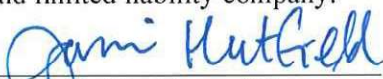
I, **Rebecca L. Morris**, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

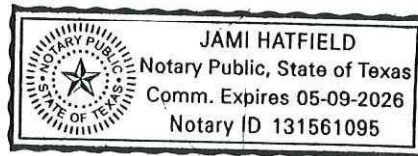


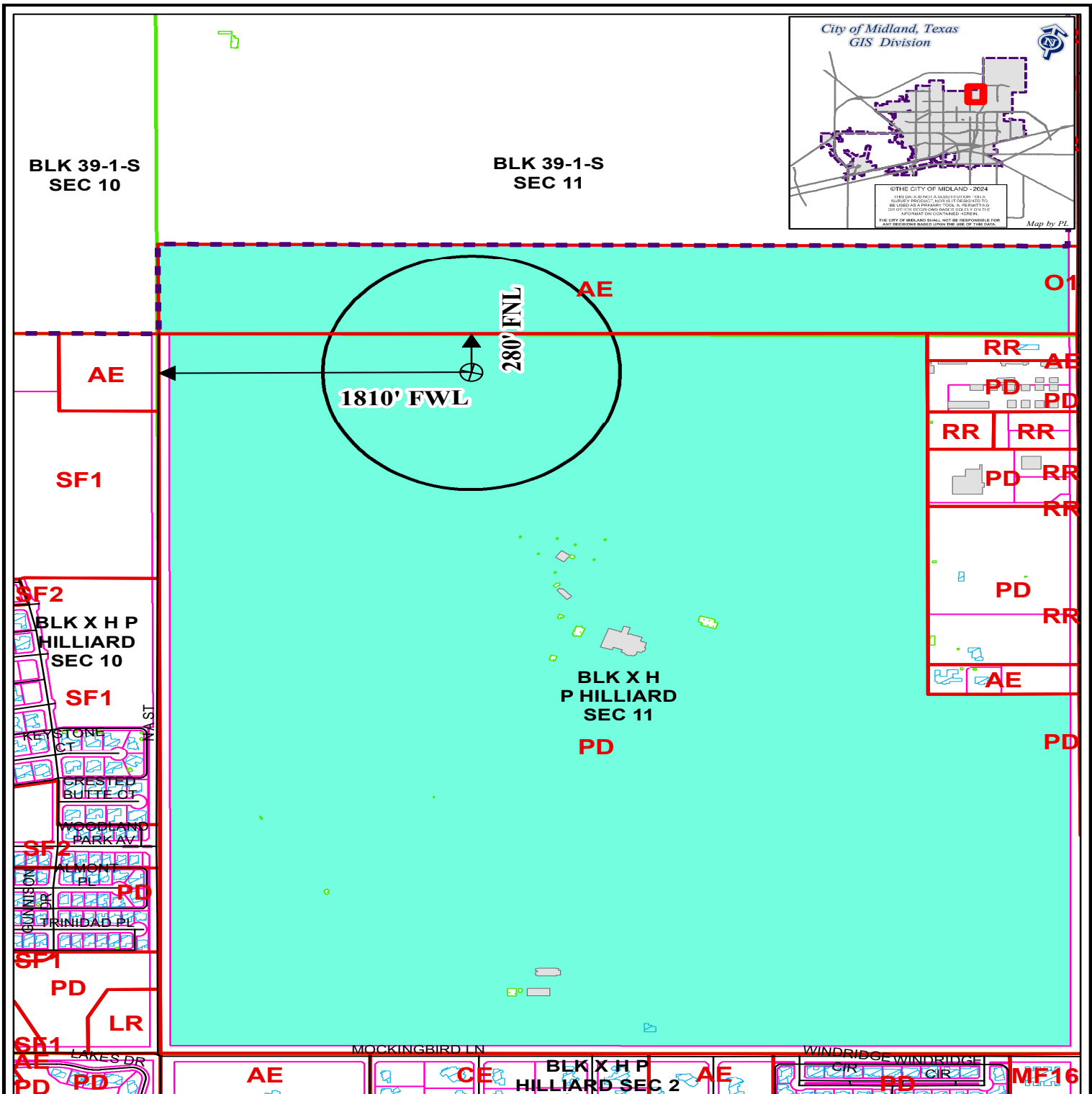
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas





LOCATION AND ZONING MAP

Oil - 061942 - 2024 **Scale: 1" = 800'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 280' FNL and 1,810' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 1,810 feet east of North A Street and 5,040 feet north of Mockingbird Lane.

MCC HZ Unit #1106BH

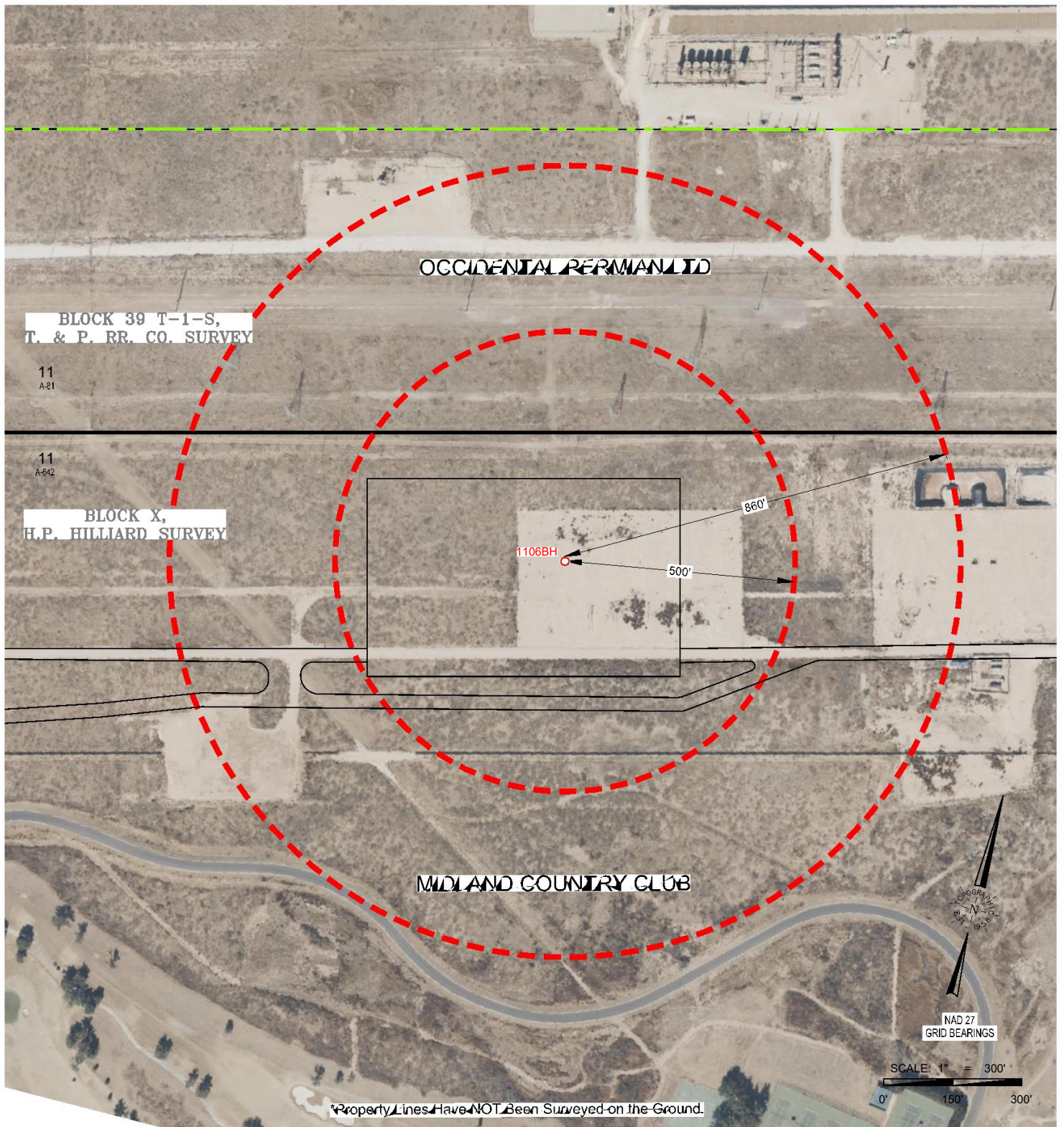
LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:			
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	CI, C2, C3	COMMERCIAL RETAIL
MF1, MF2	ONE-FAMILY DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
	MOBILE HOME DWELLING	LI	LIGHT INDUSTRY
	TOWNHOUSE DWELLING	HI	HEAVY INDUSTRY
	TWO-FAMILY DWELLING		
	MULTIPLE FAMILY DWELLING		

23.7

September 10, 2024



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MCC_HZ_UNIT_1106BH_RADIUS_REV2



MCC HZ UNIT 1106BH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
- Block Line
- Radius Line
- Lease Road
- Found Monument
- Calculated Corner

Surveyed: 04/2023

Revision: BCL (2)

6/25/24

2308 ORIGINAL DOC. SIZE: 8.5"x11"

September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
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Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
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IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1106JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 280' FNL & 1790' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

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Description of water source to be used during Drilling:

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Description of all electric lines to production facilities (reference exhibits as necessary)

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CERTIFICATION OF APPLICATION

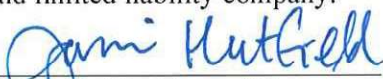
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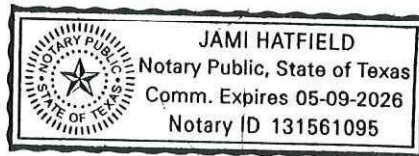


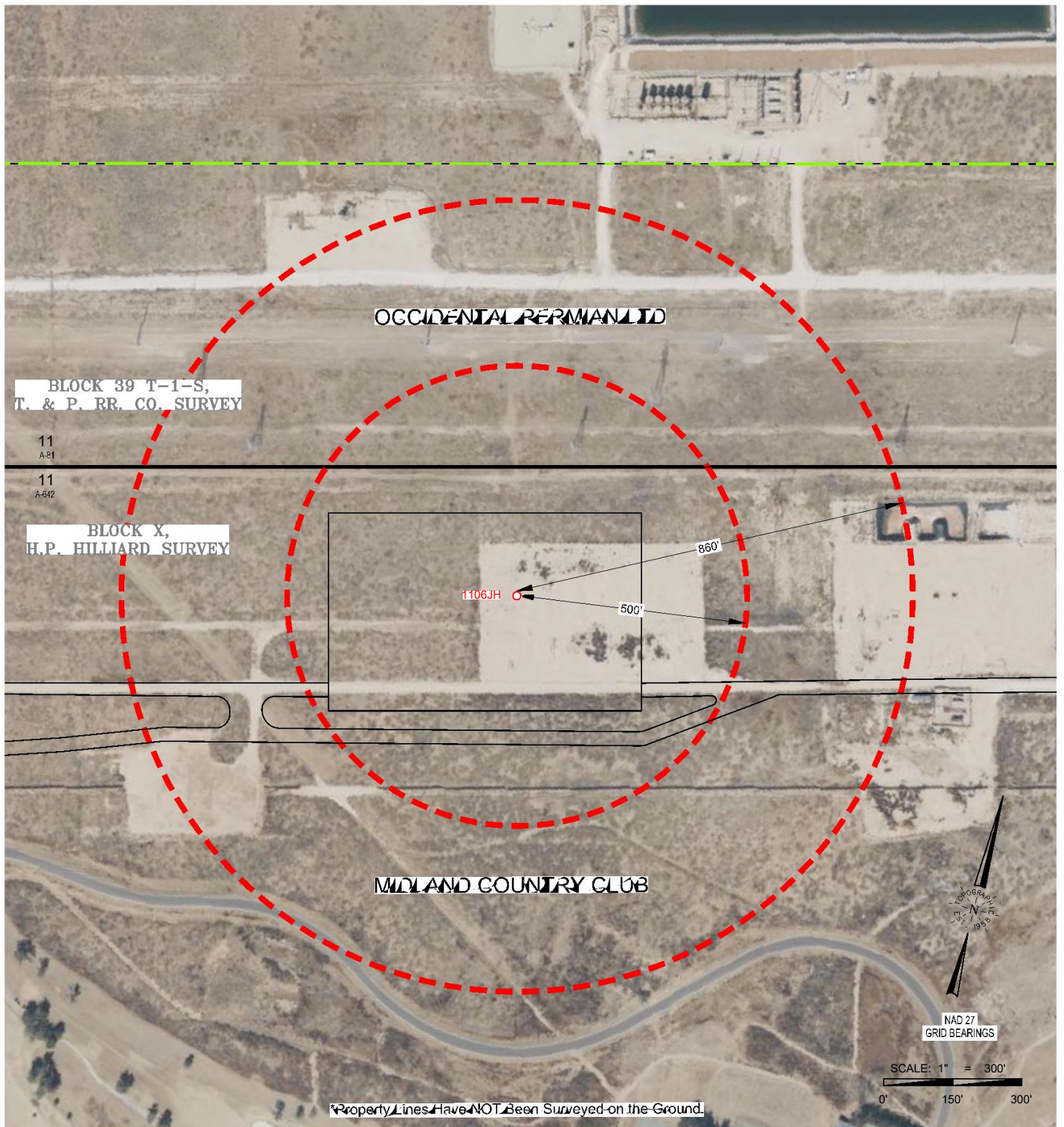
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STATE OF TEXAS §
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CD_MCC_HZ_UNIT_1106JH_RADIUS_REV2



CONCHO
OPERATOR: COG OPERATING LLC

MCC HZ UNIT 1106JH RADIUS MAP

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LEGEND

- City Limits
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6/25/24

23.14

ORIGINAL DOC. SIZE: 8.5"x11" September 10, 2024

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Drawn By: EAH; 10/04/23



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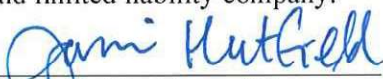
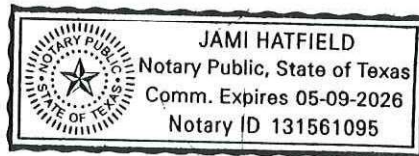
I, **Rebecca L. Morris**, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

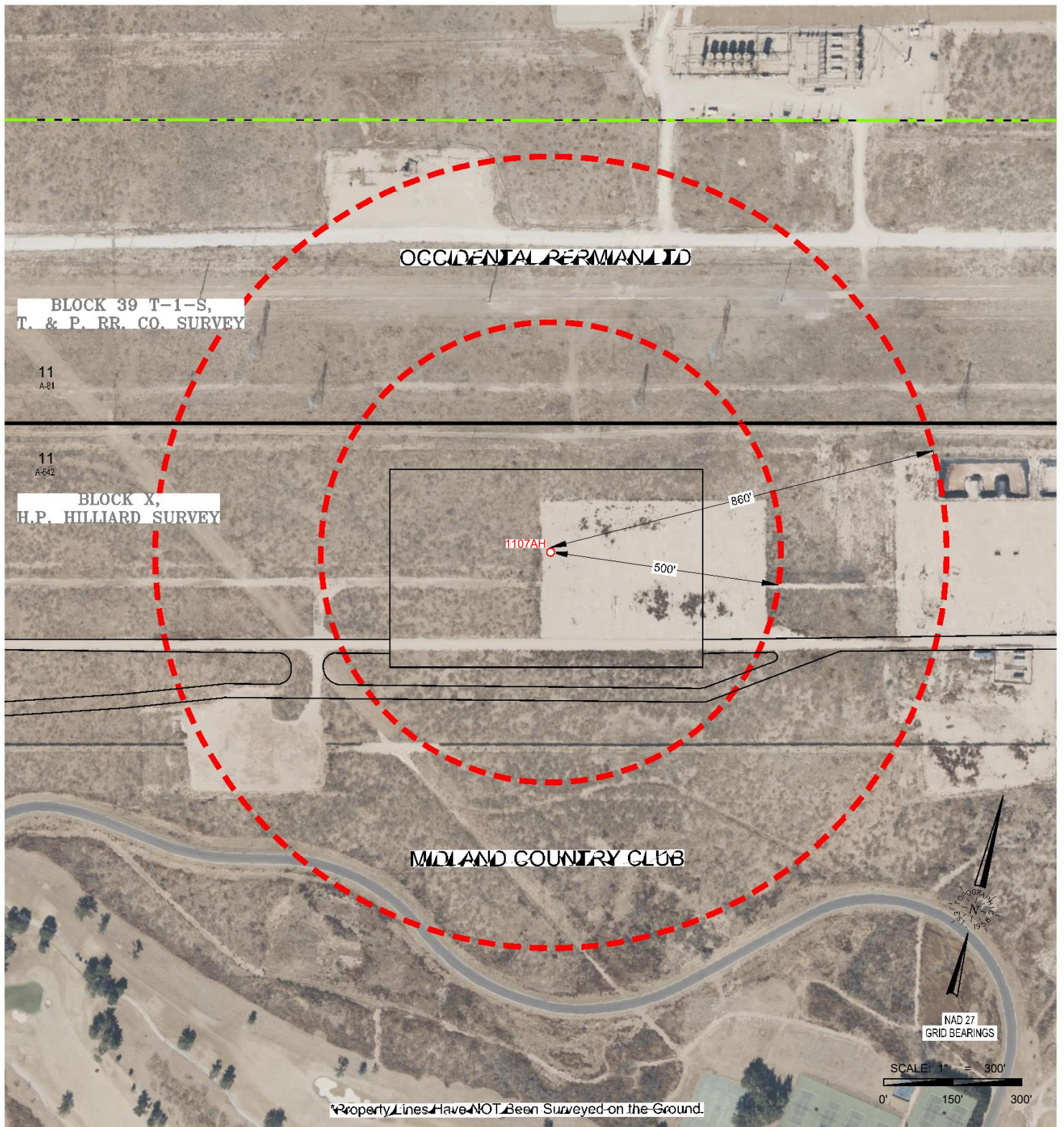


Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
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TEXAS FIRM REGISTRATION NO. 10042500
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CD_MCC_HZ_UNIT_1107AH_RADIUS_REV2



MCC HZ UNIT 1107AH RADIUS MAP

LOCATION DESCRIPTION:

SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
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Surveyed: 04/2023

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6/25/24

23.20

ORIGINAL DOC. SIZE: 8.5"x11" September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 6/3/2024	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
Fee: \$4,000.00 Rec'd Yes___ No__	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
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Option B: Matt Wilson 600 W. Illinois Ave. Midland, TX 79701 Office: (432) 253-4554 Cell: (432) 472-6978		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
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Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
<i>ATTACHED AS EXHIBIT C is (a Title Opinion by _____, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].</i>		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Open Pasture Surface Ownership: See Exhibit "D"		
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ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1107LH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 280' FNL & 1770' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

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(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" [See § L(10)]:

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

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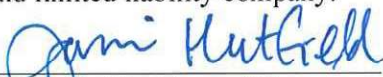
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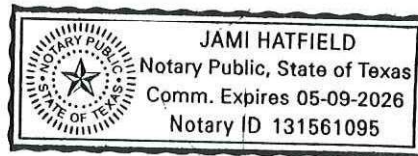


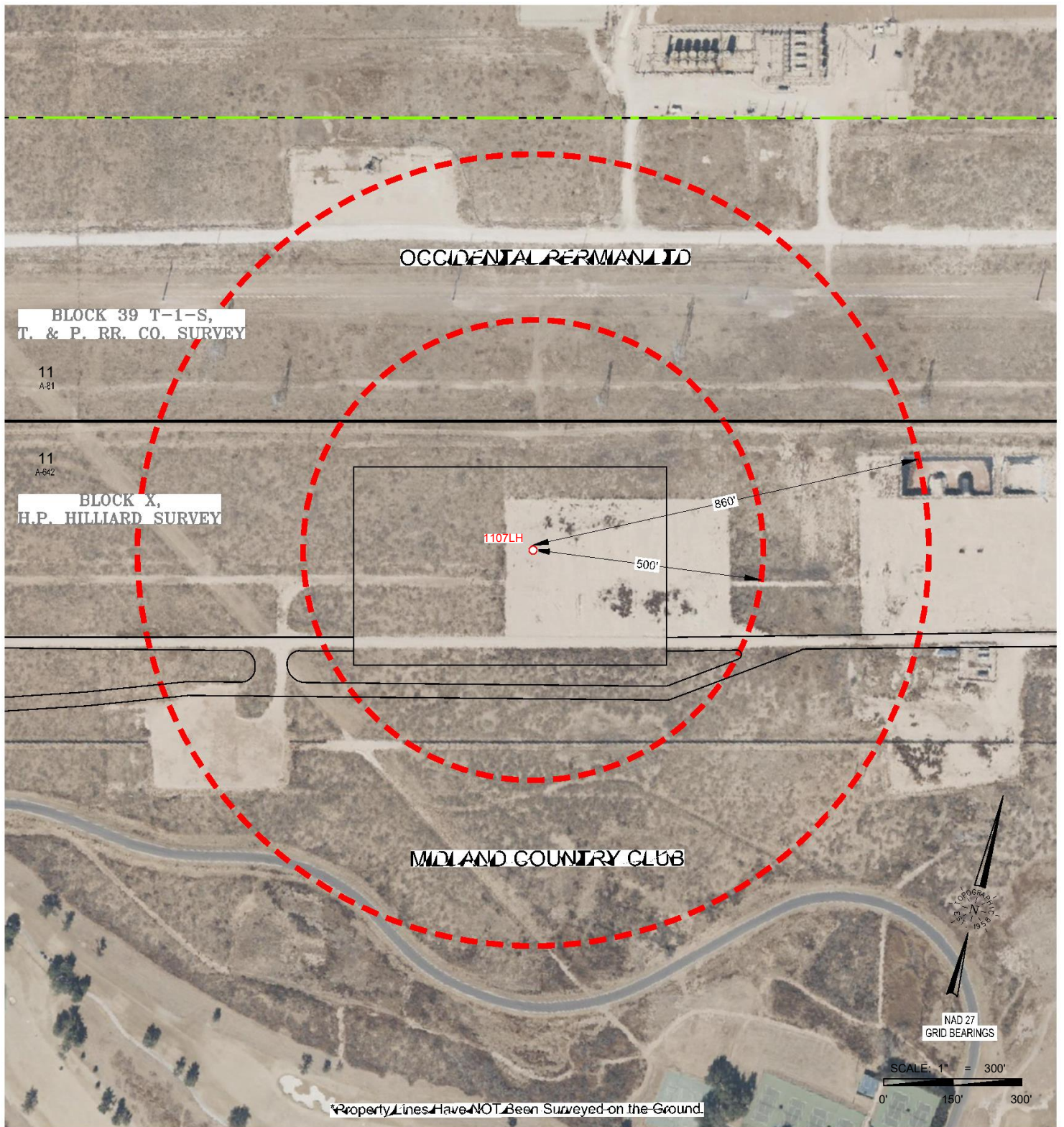
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CD_MCC_HZ_UNIT_1107LH_RADIUS_REV2



MCC HZ UNIT 1107LH RADIUS MAP

LOCATION DESCRIPTION:
 SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
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LEGEND

- City Limits
- Section Line
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- Lease Road
- Ground Monument
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Surveyed: 04/2023

Revision: BCL (2)

6/25/24

23.26

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September 10, 2024

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Drawn By: EAH; 10/04/23



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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
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Proposed Well Name: MCC HZ UNIT #1107MH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4):
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Legal Description of Proposed Well Site:

Surface Hole Location: 280' FNL & 1750' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

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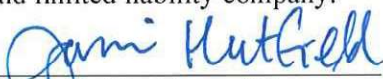
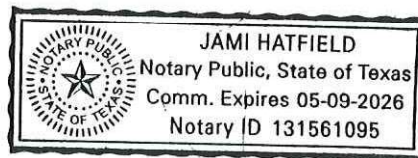
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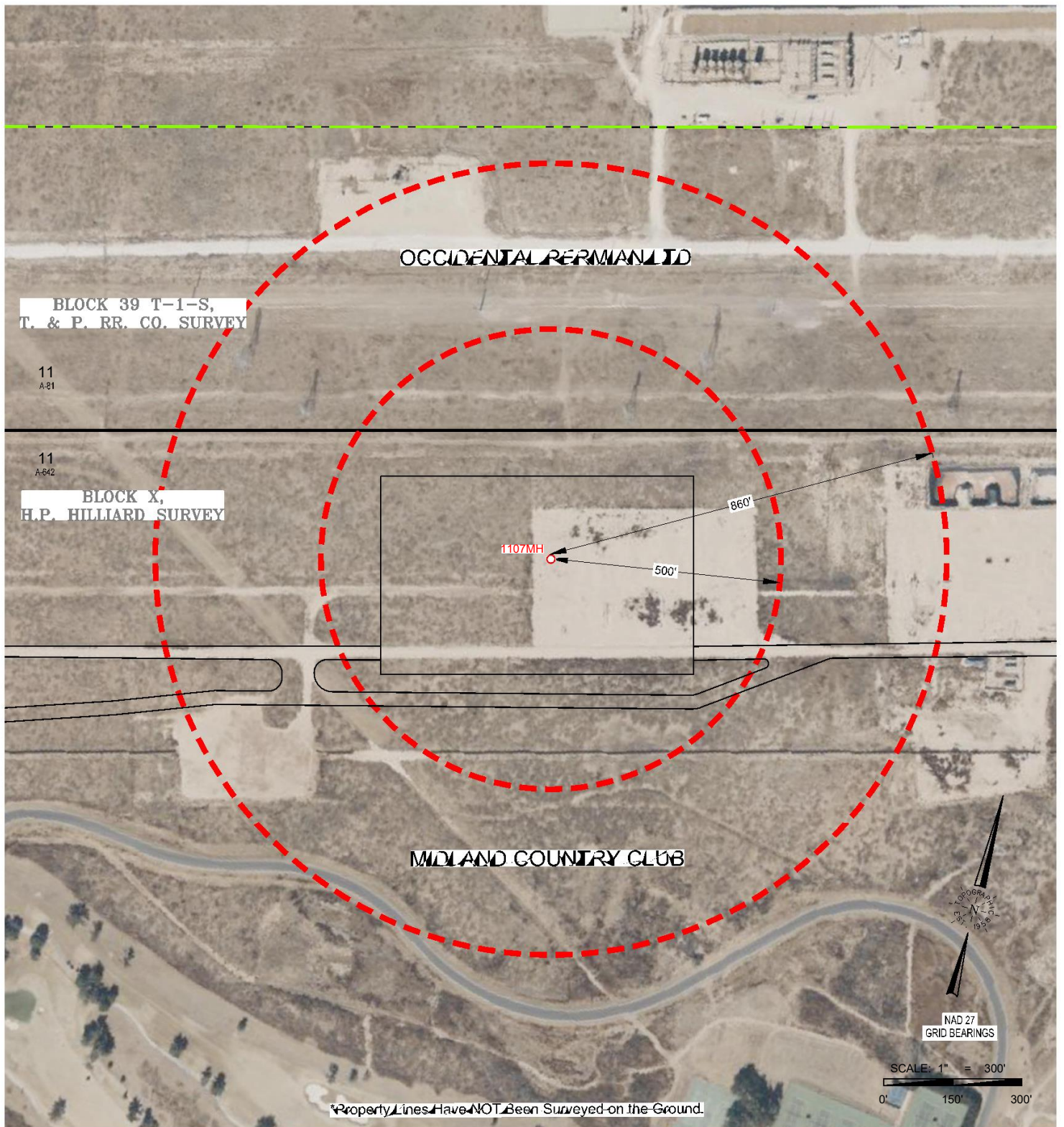


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CONCHO
OPERATOR: COG OPERATING LLC

MCC HZ UNIT 1107MH RADIUS MAP

LOCATION DESCRIPTION:

SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

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- Section Line
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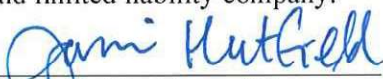
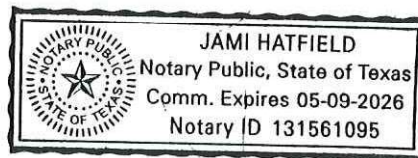
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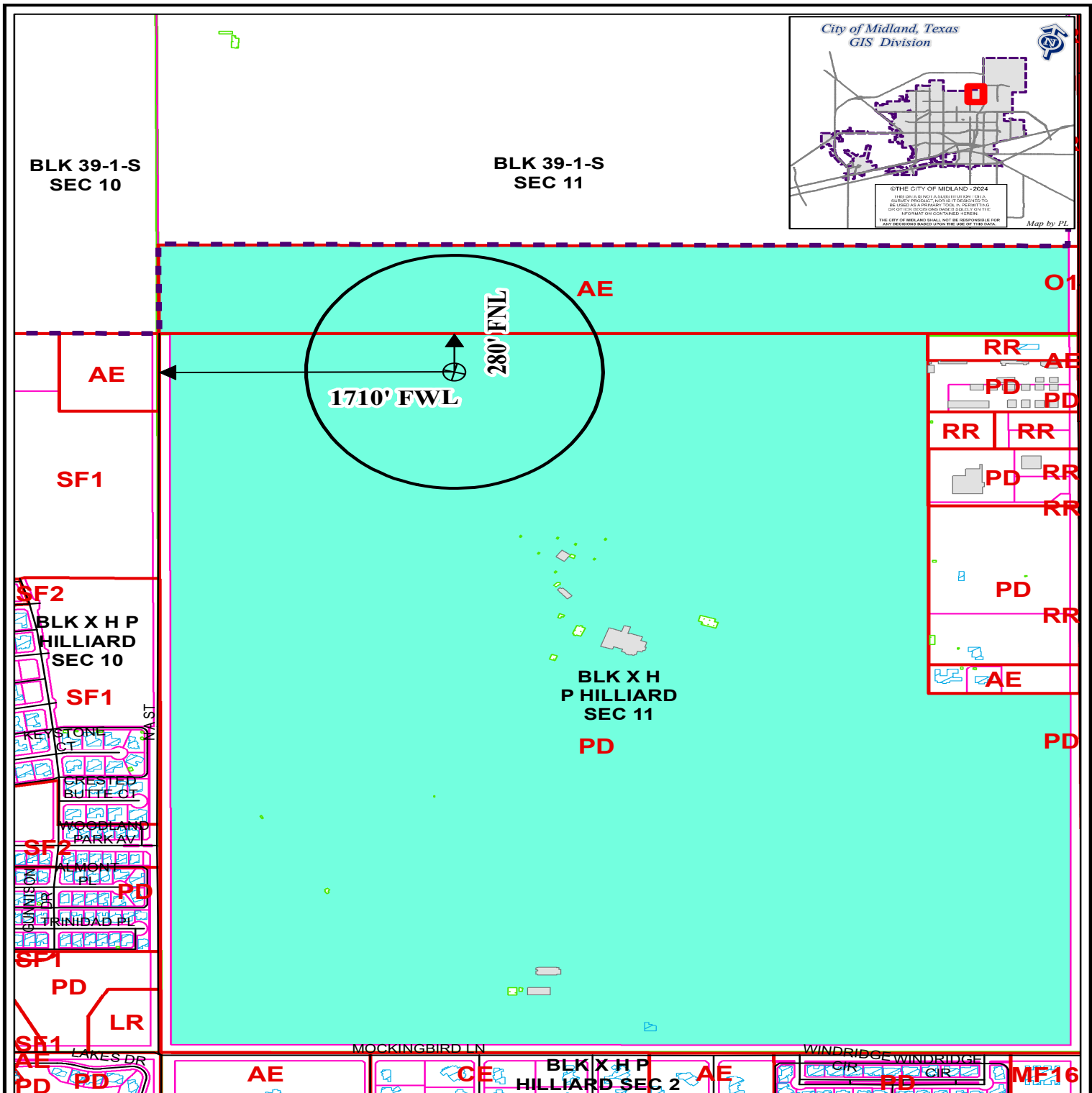


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COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



LOCATION AND ZONING MAP

Oil - 061948 - 2024 **Scale: 1" = 800'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 280' FNL and 1,710' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 1,710 feet east of North A Street and 5,040 feet north of Mockingbird Lane.

MCC HZ Unit #1108BH

LEGEND

CITY PARCELS

COUNTY PARCELS

ZONING

PUBLIC BLDGS

PRIVATE BLDGS

ACCESSORY BLDGS

CITY LIMITS

860 FT. BUFFER

SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
MF1, MF2, IF3	ONE-FAMILY DWELLING	CI, C1, C2, C3	COMMERCIAL RETAIL
MH	MOBILE HOME DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
TH	TOWNHOUSE DWELLING	LI	LIGHT INDUSTRY
2F	TWO-FAMILY DWELLING	HI	HEAVY INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING		

2337

September 10, 2024

2337

September 10, 2024



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 6/3/2024	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
Fee: \$4,000.00 Rec'd Yes___ No__	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B: Matt Wilson 600 W. Illinois Ave. Midland, TX 79701 Office: (432) 253-4554 Cell: (432) 472-6978		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978 ConocoPhillips Global Security – 24 Hour Emergency Hotline: (281) 293-1748 ConocoPhillips Corporate Crisis 24 Hour Hotline: (281) 293-3333 Midland Police Department: 911 or 432-685-7110 Midland Fire Department: 911 Ambulance: 911 Paramedics: 911		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
<i>ATTACHED AS EXHIBIT C</i>		
ATTACHED AS EXHIBIT C is (a Title Opinion by _____, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from Caroline Hoban _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Surface use: Open Pasture		
Surface Ownership: See Exhibit "D"		
ATTACHED AS EXHIBIT D is (a Title Opinion by _____, a licensed Texas Attorney/a Take-off from _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1109JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4):
See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 280' FNL & 1670' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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ATTACHED AS EXHIBIT M is the ~~Road Repair Agreement~~ and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least \$25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request.* [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" [See § L(10)]:

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" [See § J(35)]

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

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ATTACHED AS EXHIBIT V is Summary List of Variances

ATTACHED AS EXHIBIT W is Acoustic Impact Study/Mitigation Plan

CERTIFICATION OF APPLICATION

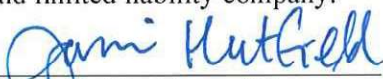
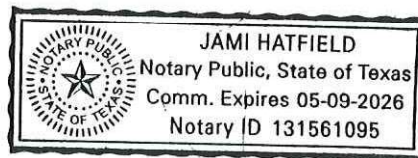
I, **Rebecca L. Morris**, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

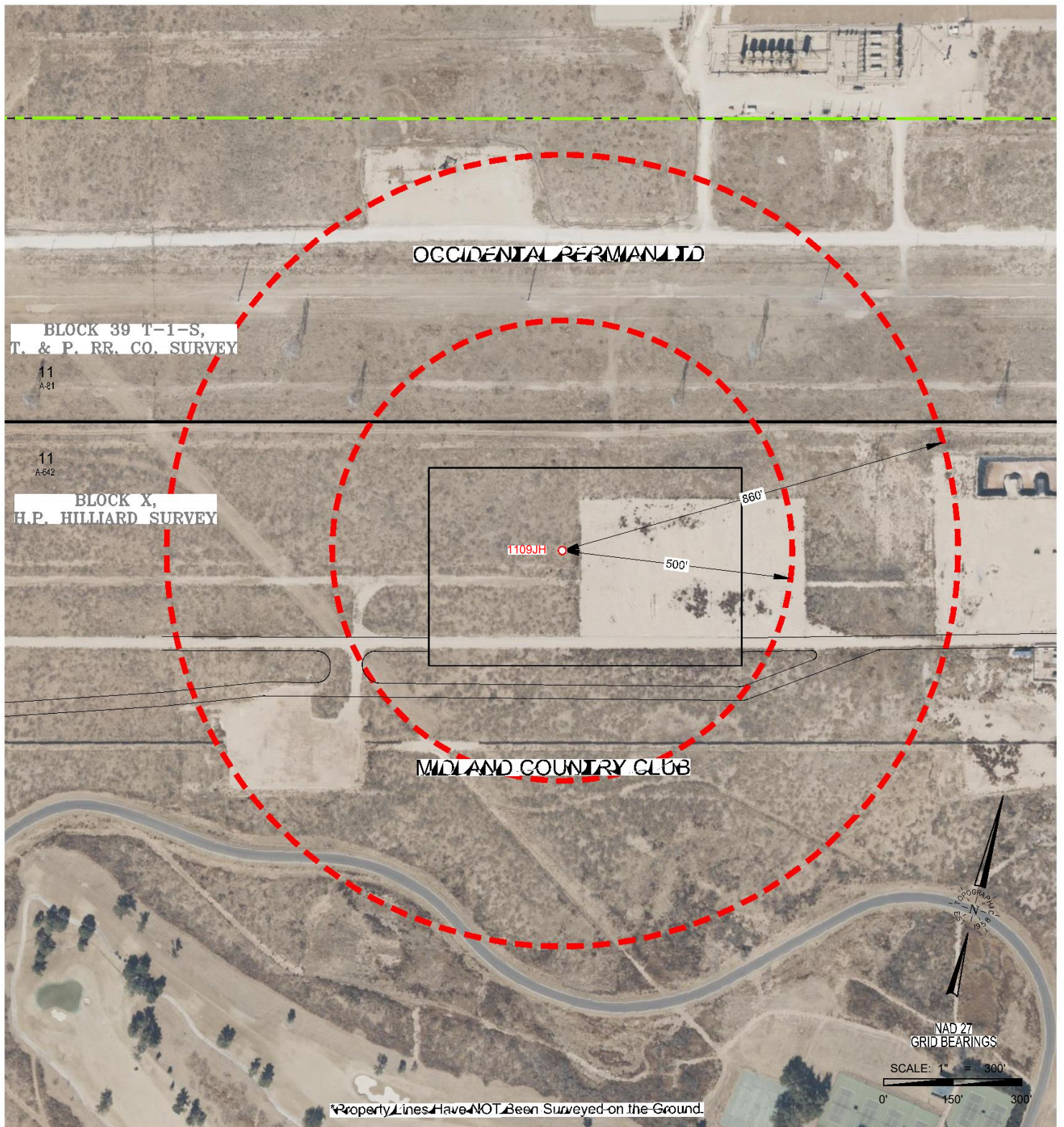


Rebecca L. Morris
Attorney-in-Fact
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Notary Public, State of Texas



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TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MCC_HZ_UNIT_1109JH_RADIUS_REV2



CONCHO
OPERATOR: COG OPERATING LLC

MCC HZ UNIT 1109JH RADIUS MAP

LOCATION DESCRIPTION:

SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
- Block Line
- Radius Line
- Lease Road
- Found Monument
- Calculated Corner

Surveyed: 04/2023

Revision: DCR (2)

6/25/24

23.44

ORIGINAL DOC. SIZE: 8.5"x11" September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23



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Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
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IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1109LH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 280' FNL & 1690' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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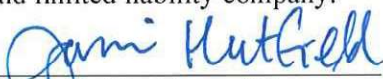
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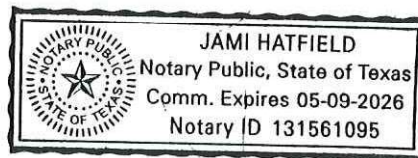


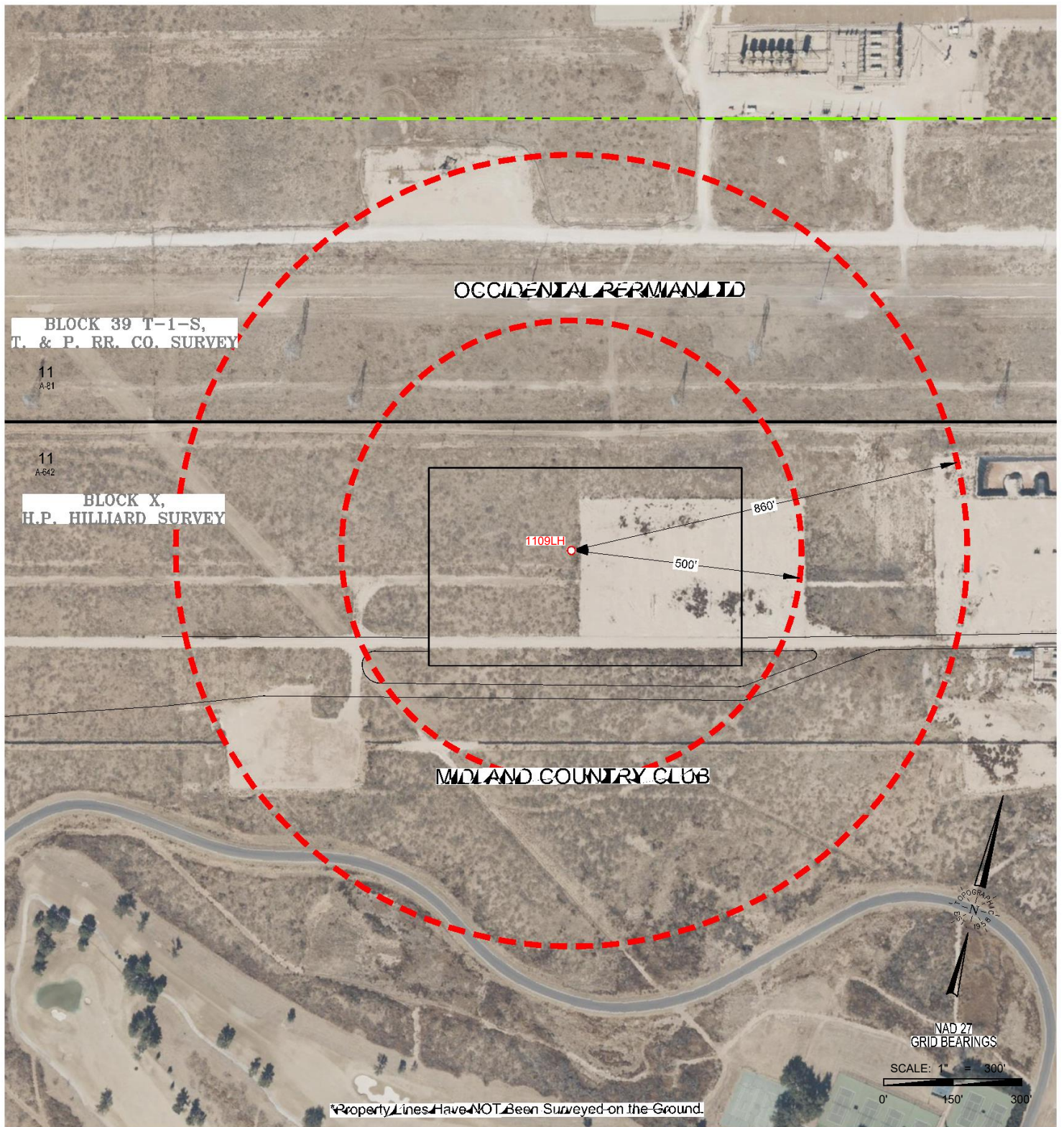
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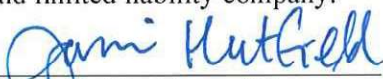
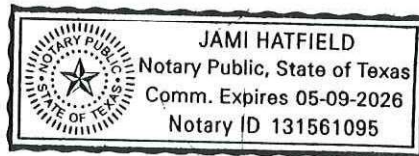
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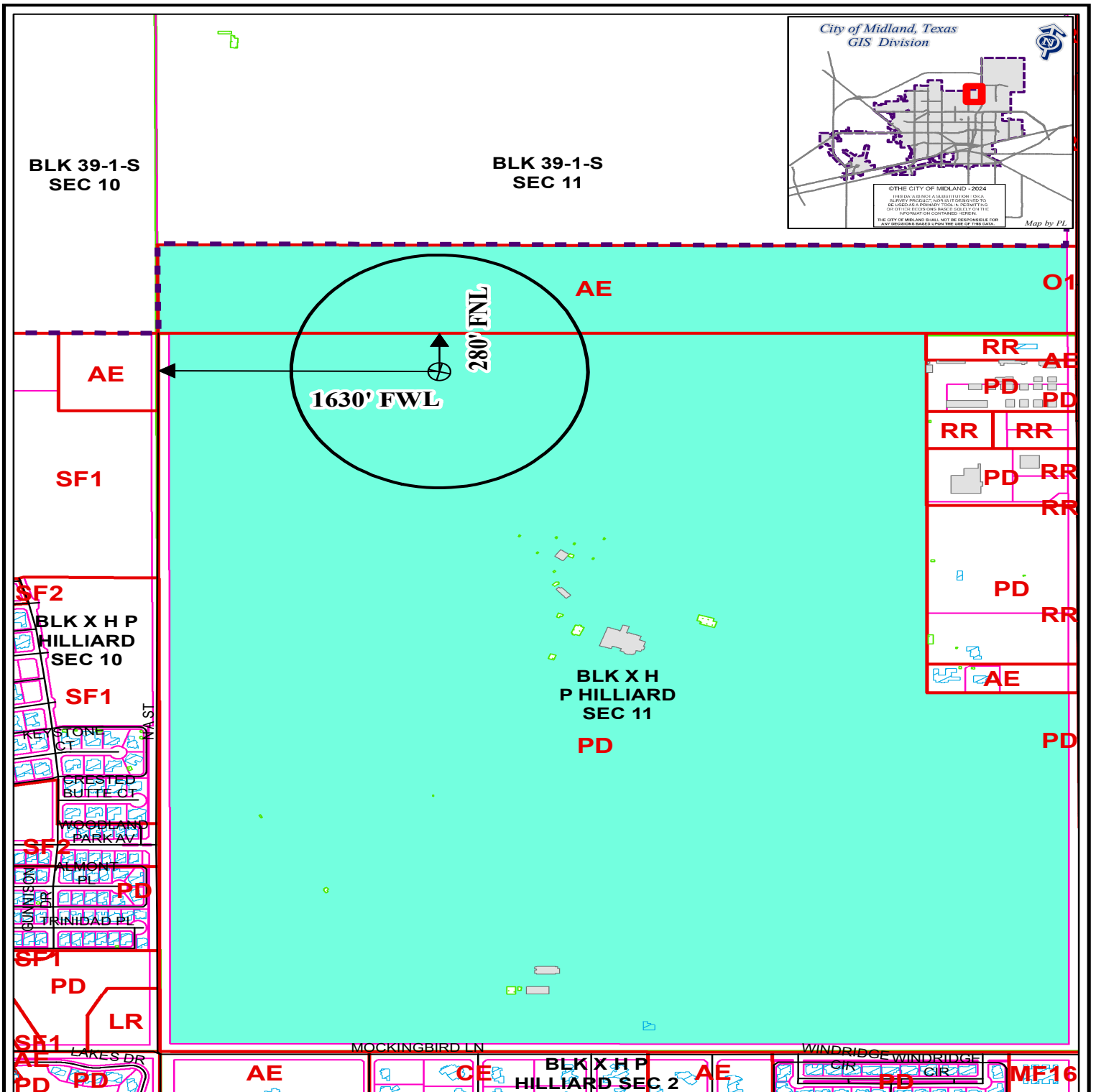


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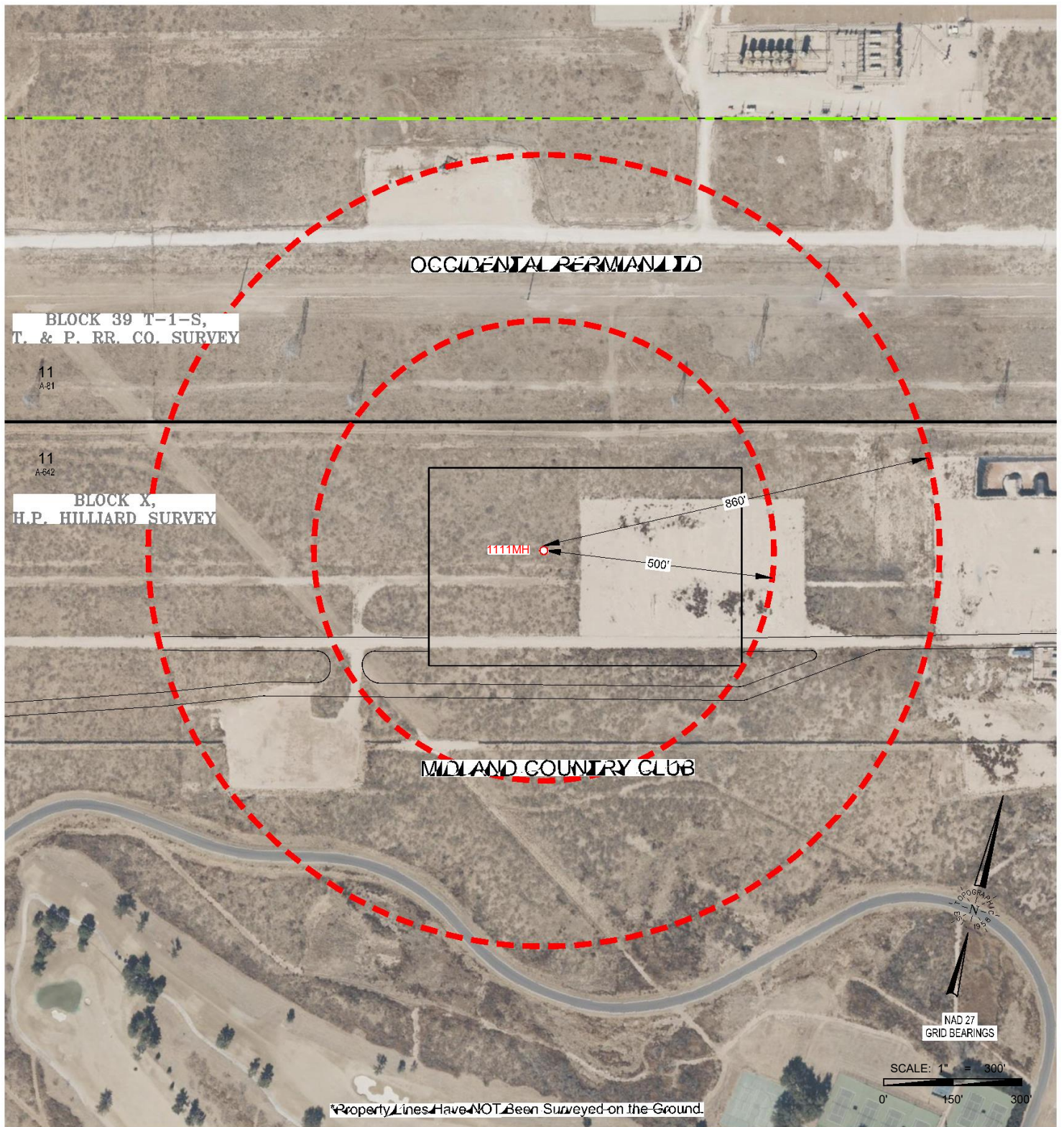
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CE	COUNTRY ESTATE	MF1, MF2	NEIGHBORHOOD SERVICE
MF1, MF2, IF3	ONE-FAMILY DWELLING	CI, C2, C3	COMMERCIAL
MH	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
TH	TOWNHOUSE DWELLING	LI	LIGHT INDUSTRY
2F	TWO-FAMILY DWELLING	HI	HEAVY INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING		

2355

September 10, 2024



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
 TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
 TEXAS FIRM REGISTRATION NO. 10042500
 WWW.TOPOGRAPHIC.COM

CD_MCC_HZ_UNIT_1111MH_RADIUS_REV2



MCC HZ UNIT 1111MH RADIUS MAP

LOCATION DESCRIPTION:
 SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
 MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
- Block Line
- Radius Line
- Lease Road
- Found Monument
- Calculated Corner

Surveyed: 04/2023

Revision: DCR (2)

6/25/24

23.56

ORIGINAL DOC. SIZE: 8.5"x11"

September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 6/3/2024	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
Fee: \$4,000.00 Rec'd Yes___ No__	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B: Matt Wilson 600 W. Illinois Ave. Midland, TX 79701 Office: (432) 253-4554 Cell: (432) 472-6978		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978 ConocoPhillips Global Security – 24 Hour Emergency Hotline: (281) 293-1748 ConocoPhillips Corporate Crisis 24 Hour Hotline: (281) 293-3333 Midland Police Department: 911 or 432-685-7110 Midland Fire Department: 911 Ambulance: 911 Paramedics: 911		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
<i>ATTACHED AS EXHIBIT C is (a Title Opinion by _____, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].</i>		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Open Pasture Surface Ownership: See Exhibit "D"		
<i>ATTACHED AS EXHIBIT D is (a Title Opinion by _____, a licensed Texas Attorney/a Take-off from _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].</i>		

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well’s surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1109AH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit “G”

Legal Description of Proposed Well Site:

Surface Hole Location: 280’ FNL & 1650’ FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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ATTACHED AS EXHIBIT M ~~is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].~~

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Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT “N” [See § L(10)]:

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT “O” [See § J(35)]

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

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ATTACHED AS EXHIBIT V is Summary List of Variances

ATTACHED AS EXHIBIT W is Acoustic Impact Study/Mitigation Plan

CERTIFICATION OF APPLICATION

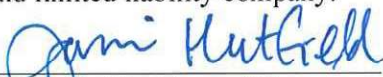
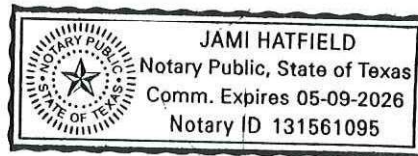
I, **Rebecca L. Morris**, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

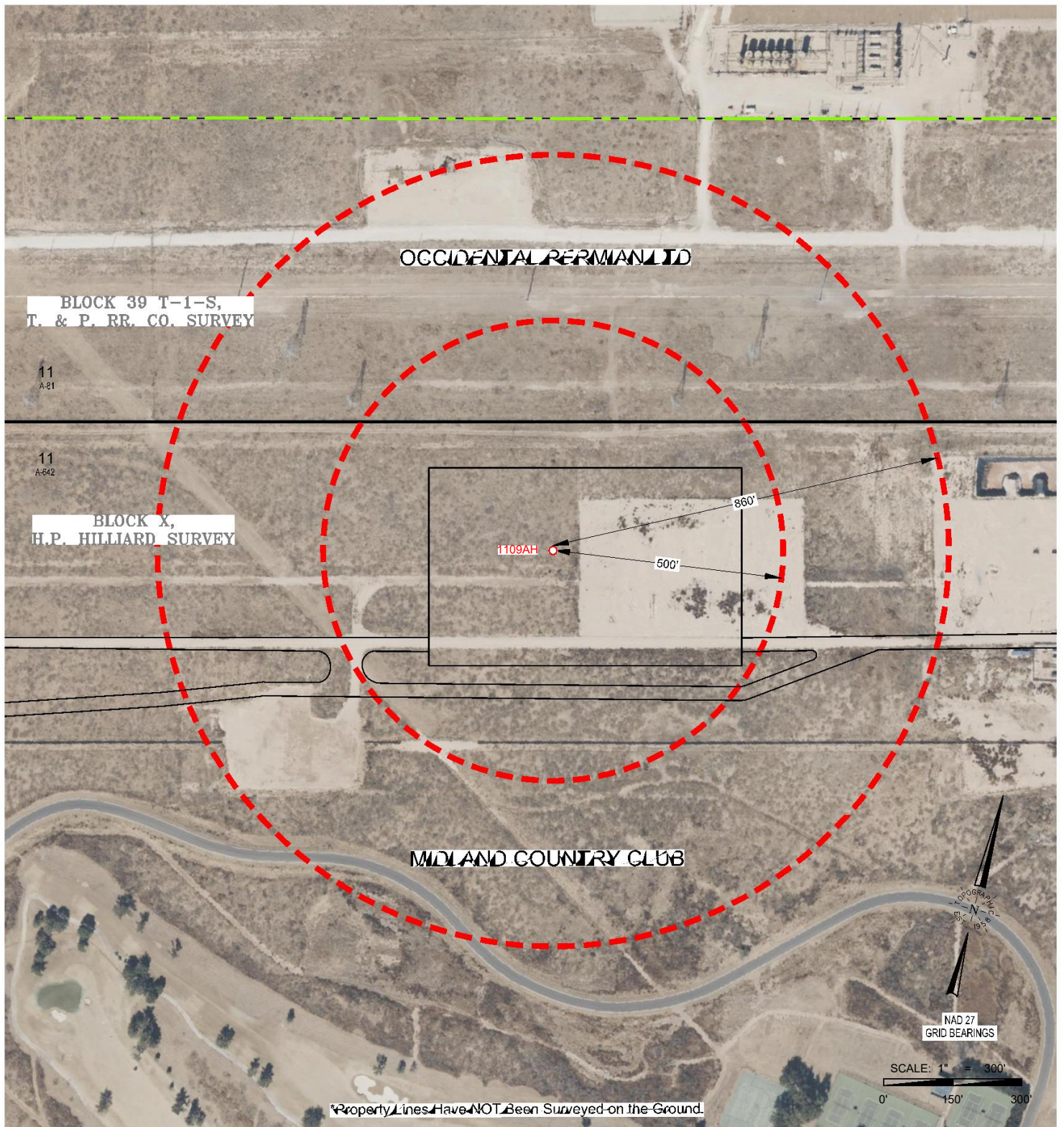


Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
 TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
 TEXAS FIRM REGISTRATION NO. 10042500
 WWW.TOPOGRAPHIC.COM

CD_MCC_HZ_UNIT_1109AH_RADIUS_REV2



MCC HZ UNIT 1109AH RADIUS MAP

LOCATION DESCRIPTION:
 SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
 MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
- Block Line
- Radius Line
- Lease Road
- Found Monument
- Calculated Corner

Surveyed: 04/2023

Revision: BCL (2)

6/25/24

23.02

ORIGINAL DOC. SIZE: 8.5"x11"

September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23

MCC EXHIBIT G

LOCATION DESCRIPTION:

SECTION 11, A-642
BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

SPECIAL NOTES:

Original Document Size: 8.5"x14"
All Coordinates are in NAD 27 TX-C Zone
unless otherwise noted.

LEGEND

- Section Line
- Block Line
- Sound Wall
- City Limits
- Powerline
- Pipeline
- Proposed Pipeline
- Lease Road
- Found Monument
- Calculated Corner

Orig. Doc. 8.5x14 Surveyed: 10/04/23

COGO: 724-108888

Revision: BCL (4) 6/26/24

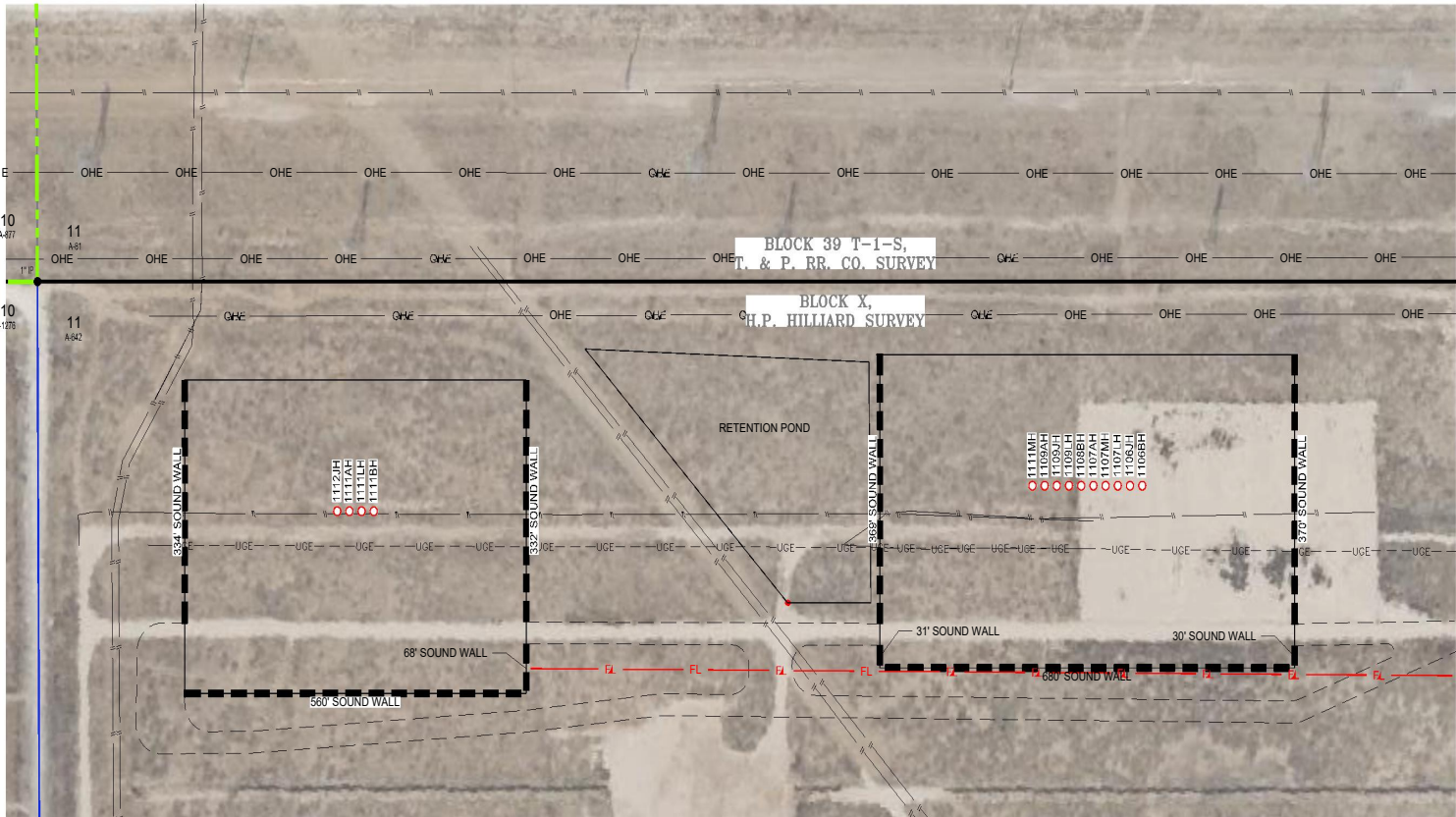
Drawn By: EAH; 06/11/24



2003 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653
TEXAS FIRM REGISTRATION NO. 110422-00
WWW.TOPOGRAPHIC.COM

PACKET

FILE NAME: CD_MCC_EXHIBIT_G_REV4



MCC HZ UNIT 1112JH
315' FNL & 490' FWL (SEC. 11)
315' FNLL & 490' FWLL
SHL Ground Elevation: 2810'
X = 1451703 Y = 878093
LAT.: N 32°04'08.21" LONG.: W 102°06'11.54"
LAT.: N 32.0689477 LONG.: W 102.1032052

MCC HZ UNIT 1111MH
280' FNL & 1630' FWL (SEC. 11)
280' FNLL & 1630' FWLL
SHL Ground Elevation: 2805'
X = 1452799 Y = 878410
LAT.: N 32°04'11.52" LONG.: W 102°05'58.87"
LAT.: N 32.0698665 LONG.: W 102.0996858

MCC HZ UNIT 1108BH
280' FNL & 1710' FWL (SEC. 11)
280' FNLL & 1710' FWLL
SHL Ground Elevation: 2805'
X = 1452876 Y = 878430
LAT.: N 32°04'11.73" LONG.: W 102°05'57.97"
LAT.: N 32.0699245 LONG.: W 102.0994367

MCC HZ UNIT 1106JH
280' FNL & 1790' FWL (SEC. 11)
280' FNLL & 1790' FWLL
SHL Ground Elevation: 2805'
X = 1452954 Y = 878450
LAT.: N 32°04'11.94" LONG.: W 102°05'57.08"
LAT.: N 32.0699824 LONG.: W 102.0991876

MCC HZ UNIT 1111AH
315' FNL & 510' FWL (SEC. 11)
315' FNLL & 510' FWLL
SHL Ground Elevation: 2810'
X = 1451723 Y = 878098
LAT.: N 32°04'08.26" LONG.: W 102°06'11.31"
LAT.: N 32.0689622 LONG.: W 102.1031429

MCC HZ UNIT 1109AH
280' FNL & 1650' FWL (SEC. 11)
280' FNLL & 1650' FWLL
SHL Ground Elevation: 2805'
X = 1452818 Y = 878415
LAT.: N 32°04'11.57" LONG.: W 102°05'58.64"
LAT.: N 32.0698810 LONG.: W 102.0996235

MCC HZ UNIT 1107AH
280' FNL & 1730' FWL (SEC. 11)
280' FNLL & 1730' FWLL
SHL Ground Elevation: 2805'
X = 1452896 Y = 878435
LAT.: N 32°04'11.78" LONG.: W 102°05'57.75"
LAT.: N 32.0699390 LONG.: W 102.0993745

MCC HZ UNIT 1106BH
280' FNL & 3522' FWL (SEC. 11)
280' FNLL & 3522' FWLL
SHL Ground Elevation: 2805'
X = 1452973 Y = 878455
LAT.: N 32°04'11.99" LONG.: W 102°05'56.85"
LAT.: N 32.0699969 LONG.: W 102.0991254

MCC HZ UNIT 1111LH
315' FNL & 530' FWL (SEC. 11)
315' FNLL & 530' FWLL
SHL Ground Elevation: 2810'
X = 1451742 Y = 878103
LAT.: N 32°04'08.32" LONG.: W 102°06'11.09"
LAT.: N 32.0689767 LONG.: W 102.1030806

MCC HZ UNIT 1109JH
280' FNL & 1670' FWL (SEC. 11)
280' FNLL & 1670' FWLL
SHL Ground Elevation: 2805'
X = 1452837 Y = 878420
LAT.: N 32°04'11.62" LONG.: W 102°05'58.42"
LAT.: N 32.0698955 LONG.: W 102.0995613

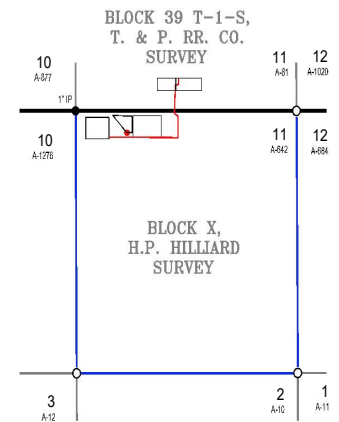
MCC HZ UNIT 1107MH
280' FNL & 1750' FWL (SEC. 11)
280' FNLL & 1750' FWLL
SHL Ground Elevation: 2805'
X = 1452915 Y = 878440
LAT.: N 32°04'11.83" LONG.: W 102°05'57.52"
LAT.: N 32.0699535 LONG.: W 102.0993122

23.63

MCC HZ UNIT 1111BH
315' FNL & 550' FWL (SEC. 11)
315' FNLL & 550' FWLL
SHL Ground Elevation: 2809'
X = 1451761 Y = 878108
LAT.: N 32°04'08.37" LONG.: W 102°06'10.87"
LAT.: N 32.0689912 LONG.: W 102.1030183

MCC HZ UNIT 1109LH
280' FNL & 1690' FWL (SEC. 11)
280' FNLL & 1690' FWLL
SHL Ground Elevation: 2805'
X = 1452857 Y = 878425
LAT.: N 32°04'11.68" LONG.: W 102°05'58.20"
LAT.: N 32.0699100 LONG.: W 102.0994990

MCC HZ UNIT 1107LH
280' FNL & 1770' FWL (SEC. 11)
280' FNLL & 1770' FWLL
SHL Ground Elevation: 2805'
X = 1452934 Y = 878445
LAT.: N 32°04'11.88" LONG.: W 102°05'57.30"
LAT.: N 32.0699680 LONG.: W 102.0992499



September 10, 2024



City Council Meeting

Item Number: 24
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Garrick Clayton, Oil and Gas Officer
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO COG OPERATING, LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: MCC HZ UNIT #1111AH; MCC HZ UNIT #1111BH; MCC HZ UNIT #1111LH; AND MCC HZ UNIT #1112JH; SAID WELLS BEING GENERALLY LOCATED BETWEEN 490 FEET AND 550 FEET EAST OF NORTH A STREET EXTENSION AND 5,005 FEET NORTH OF MOCKINGBIRD LANE (PUBLIC HEARING ONLY) (District 1) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to COG Operating, LLC ("Operator") for the drilling of the following oil and gas wells: MCC HZ UNIT #1111AH; MCC HZ UNIT #1111BH; MCC HZ UNIT #1111LH; and MCC HZ UNIT #1112JH; said wells being generally located between 490 feet and 550 feet east of North A Street extension and 5,005 feet North of Mockingbird Lane. Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval with consideration of a fourth, North facing sound barrier and an additional exhibit. COG Operating will be using 24 ft. tall sound walls on 3 of 4 sides of the location during drilling

and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, with power generation equipment that will be staged on pad behind sound barriers. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept on the property and the Tank Battery for these wells will be located in the county. COG Operating is requesting the following variances:

- (1) requests to allow for twenty-four-hour fracing operations.
- (2) requests variance to the Road Repair Agreement due to no city streets will be used.
- (3) request a variance to the landscaping and irrigation due to no access to city water and the land is undeveloped.
- (4) requests variance to remove drill cuttings from the location.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display

For E. Out

City Manager's Office



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 6/3/2024	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B: Matt Wilson 600 W. Illinois Ave. Midland, TX 79701 Office: (432) 253-4554 Cell: (432) 472-6978		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
<i>ATTACHED AS EXHIBIT C is (a Title Opinion by _____, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].</i>		
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General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Open Pasture Surface Ownership: See Exhibit "D"		
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Proposed Well Name: MCC HZ UNIT #1111AH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
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Legal Description of Proposed Well Site:

Surface Hole Location: 315’ FNL & 510’ FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

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Water source will be from off-site water wells or trucked if necessary

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT “N” [See § L(10)]:

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT “O” [See § J(35)]

V. Additional Required Exhibits

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CERTIFICATION OF APPLICATION

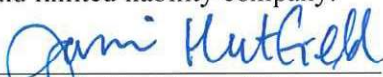
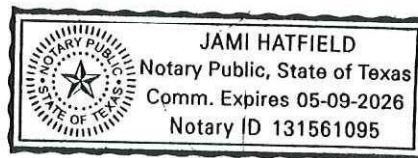
I, **Rebecca L. Morris**, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

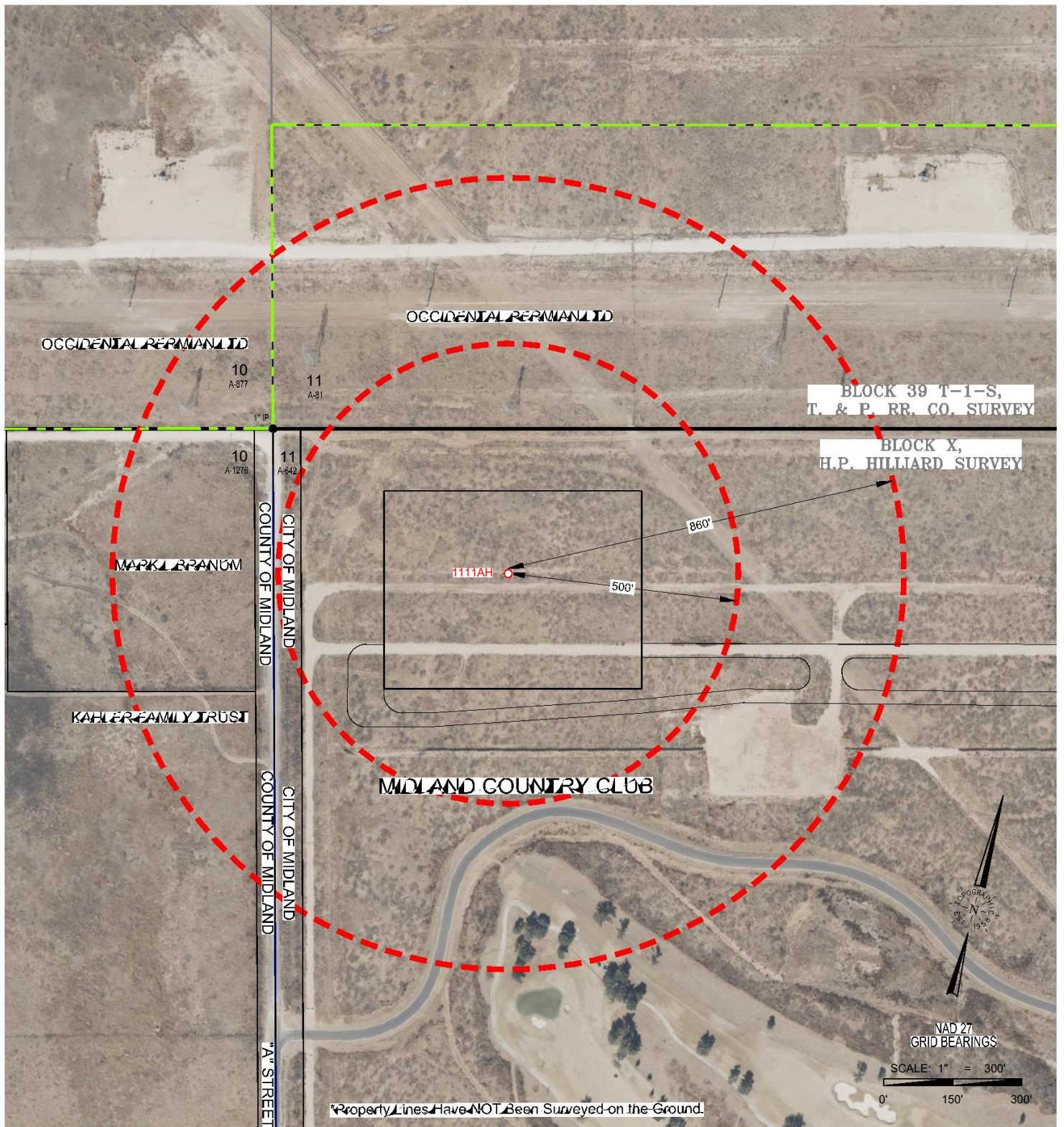


Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
 TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
 TEXAS FIRM REGISTRATION NO. 10042500
 WWW.TOPOGRAPHIC.COM

CD_MCC_HZ_UNIT_1111AH_RADIUS_REV2



MCC HZ UNIT 1111AH RADIUS MAP

LOCATION DESCRIPTION:
 SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
 MIDLAND COUNTY, TEXAS

Surveyed: **POCKET**

Revision: DCR (2)

6/25/24

2408 ORIGINAL DOC. SIZE: 8.5"x11"

September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23

LEGEND

- City Limits
- Section Line
- Block Line
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Date 6/3/2024	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B: Matt Wilson 600 W. Illinois Ave. Midland, TX 79701 Office: (432) 253-4554 Cell: (432) 472-6978		
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Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): <i>ATTACHED AS EXHIBIT C</i>		
<i>ATTACHED AS EXHIBIT C is (a Title Opinion by _____, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].</i>		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Open Pasture Surface Ownership: See Exhibit "D"		
<i>ATTACHED AS EXHIBIT D is (a Title Opinion by _____, a licensed Texas Attorney/a Take-off from _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].</i>		

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1111BH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 315' FNL & 550' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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ATTACHED AS EXHIBIT M is the ~~Road Repair Agreement~~ and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least \$25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* ~~Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request.~~ [See § J(31)].

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(1) Drilling: None

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Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

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ATTACHED AS EXHIBIT "N" [See § L(10)]:

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CERTIFICATION OF APPLICATION

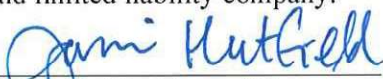
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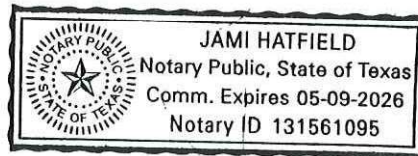


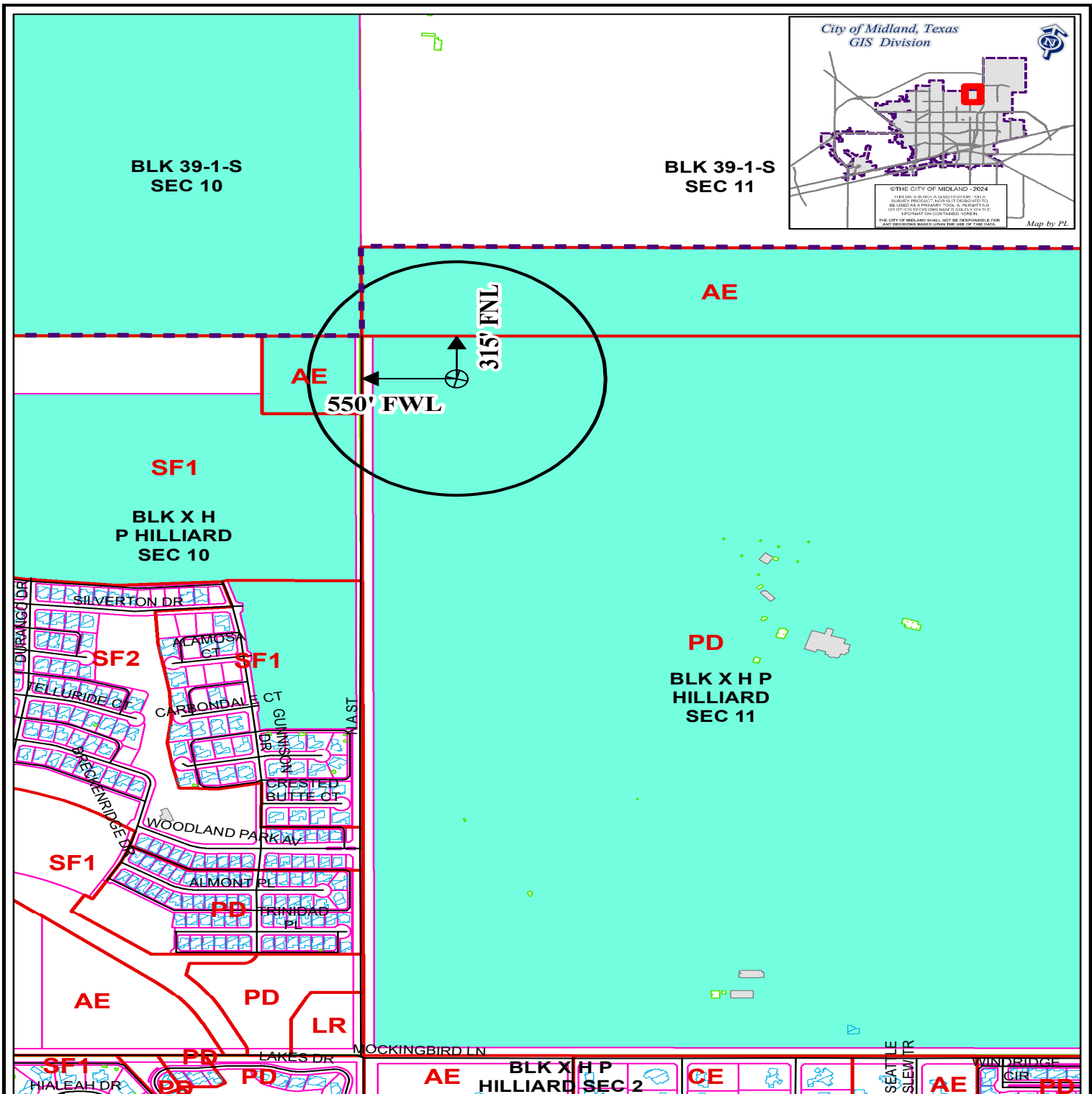
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas





LOCATION AND ZONING MAP

Oil - 061953 - 2024

Scale: 1" = 800'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 315' FNL and 550' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 550 feet east of North A Street and 5,005 feet north of Mockingbird Lane.

MCC HZ Unit #1111BH

LEGEND

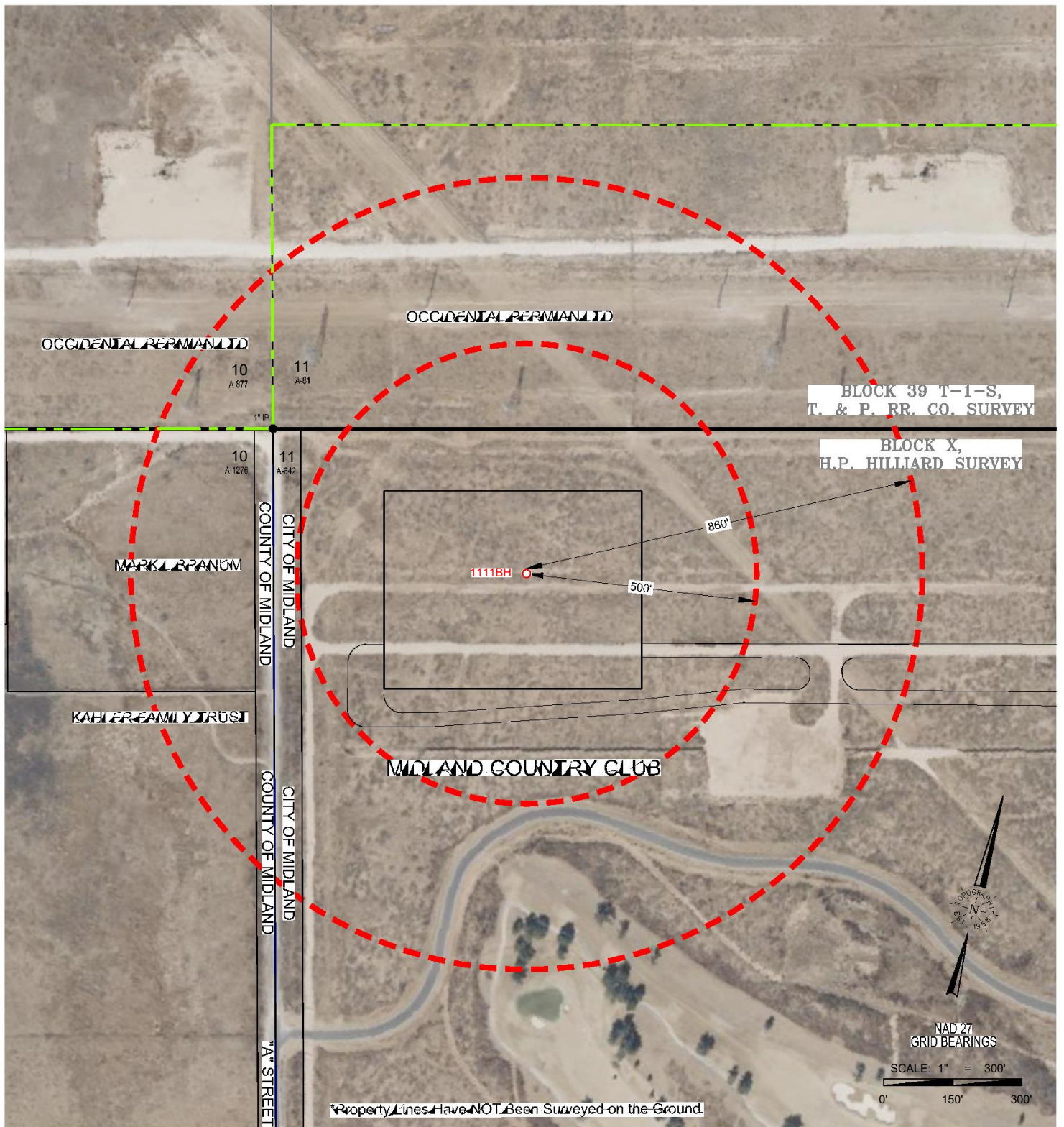
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ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
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CE	COUNTRY ESTATE	CI, C2, C3	COMMERCIAL RETAIL
MF1, MF2, MF3	ONE-FAMILY DWELLING	IP1, IP2, IP3	INDUSTRIAL PARK
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TH	TOWNHOUSE DWELLING	HI	HEAVY INDUSTRY
2F	TWO-FAMILY DWELLING		
MF1, MF2	MULTIPLE FAMILY DWELLING		

2413

September 10, 2024



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
 TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
 TEXAS FIRM REGISTRATION NO. 10042500
 WWW.TOPOGRAPHIC.COM

CD_MCC_HZ_UNIT_1111BH_RADIUS_REV2



MCC HZ UNIT 1111BH RADIUS MAP

LOCATION DESCRIPTION:
 SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
 MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
- Block Line
- Radius Line
- Lease Road
- Found Monument
- Calculated Corner

Surveyed: **PAKKE**

Revision: DCR (2)

6/25/24

24.14

ORIGINAL DOC. SIZE: 8.5"x11"

September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 6/3/2024	Operator Name (must match W-1) COG Operating LLC	Operator Address 600 W. Illinois Ave. Midland, TX 79701
Representative Name Rebecca L. Morris, Land Manager, Midland Basin	Representative Address (within Midland City Limits) 600 W. Illinois Ave. Midland, TX 79701	Rep. Tele. (432) 685-4339 Rep. Fax
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General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Open Pasture Surface Ownership: See Exhibit "D"		
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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: MCC HZ UNIT #1111LH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:
See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 315' FNL & 530' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

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(1) **Drilling:** None

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Water source will be from off-site water wells or trucked if necessary.

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CERTIFICATION OF APPLICATION

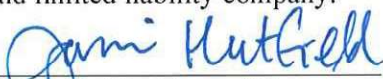
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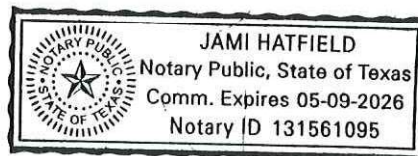


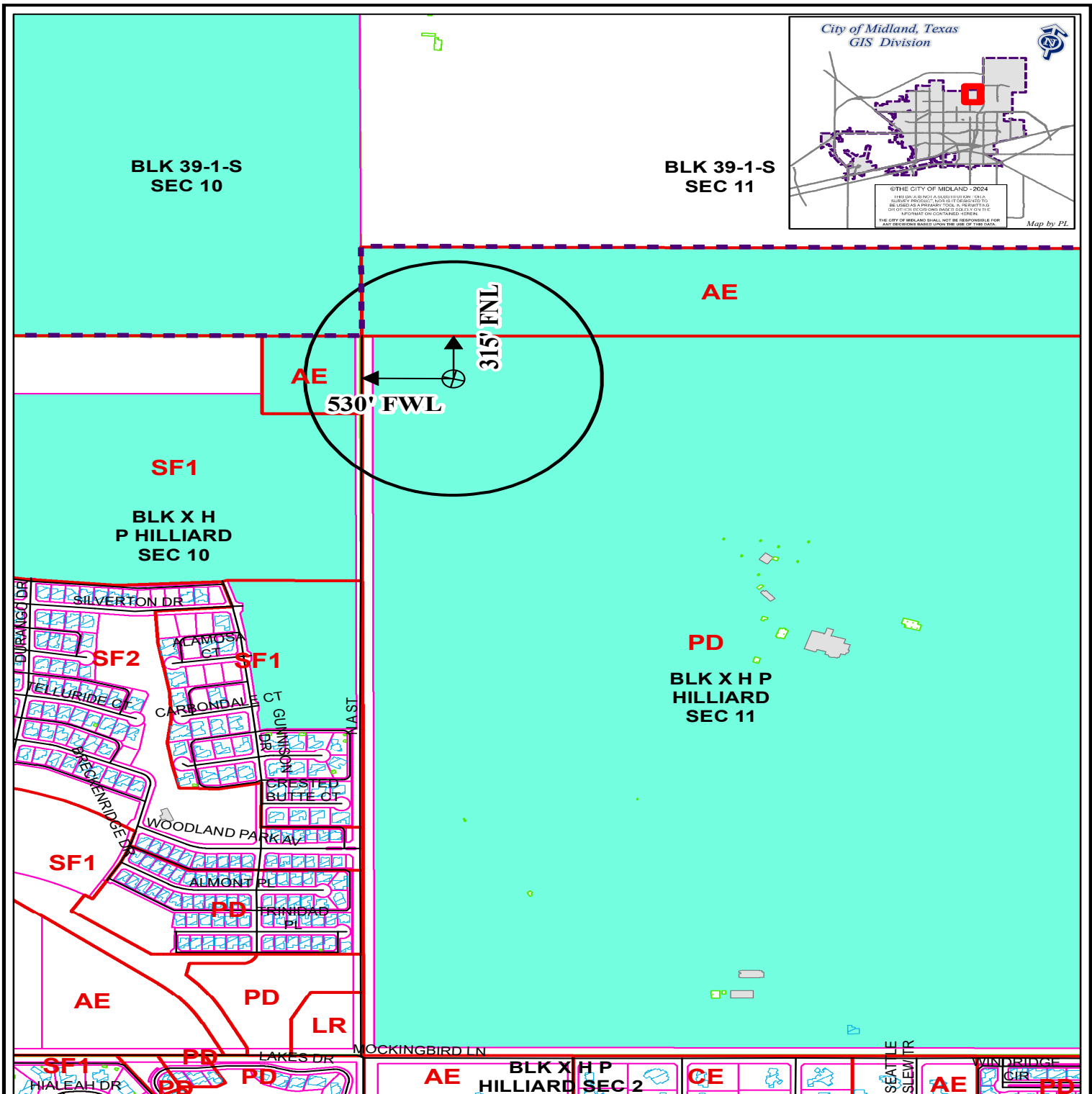
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

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Notary Public, State of Texas





LOCATION AND ZONING MAP

Oil - 061954 - 2024

Scale: 1" = 800'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 315' FNL and 530' FWL, Section 11, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 530 feet east of North A Street and 5,005 feet north of Mockingbird Lane.

MCC HZ Unit #1111LH

LEGEND

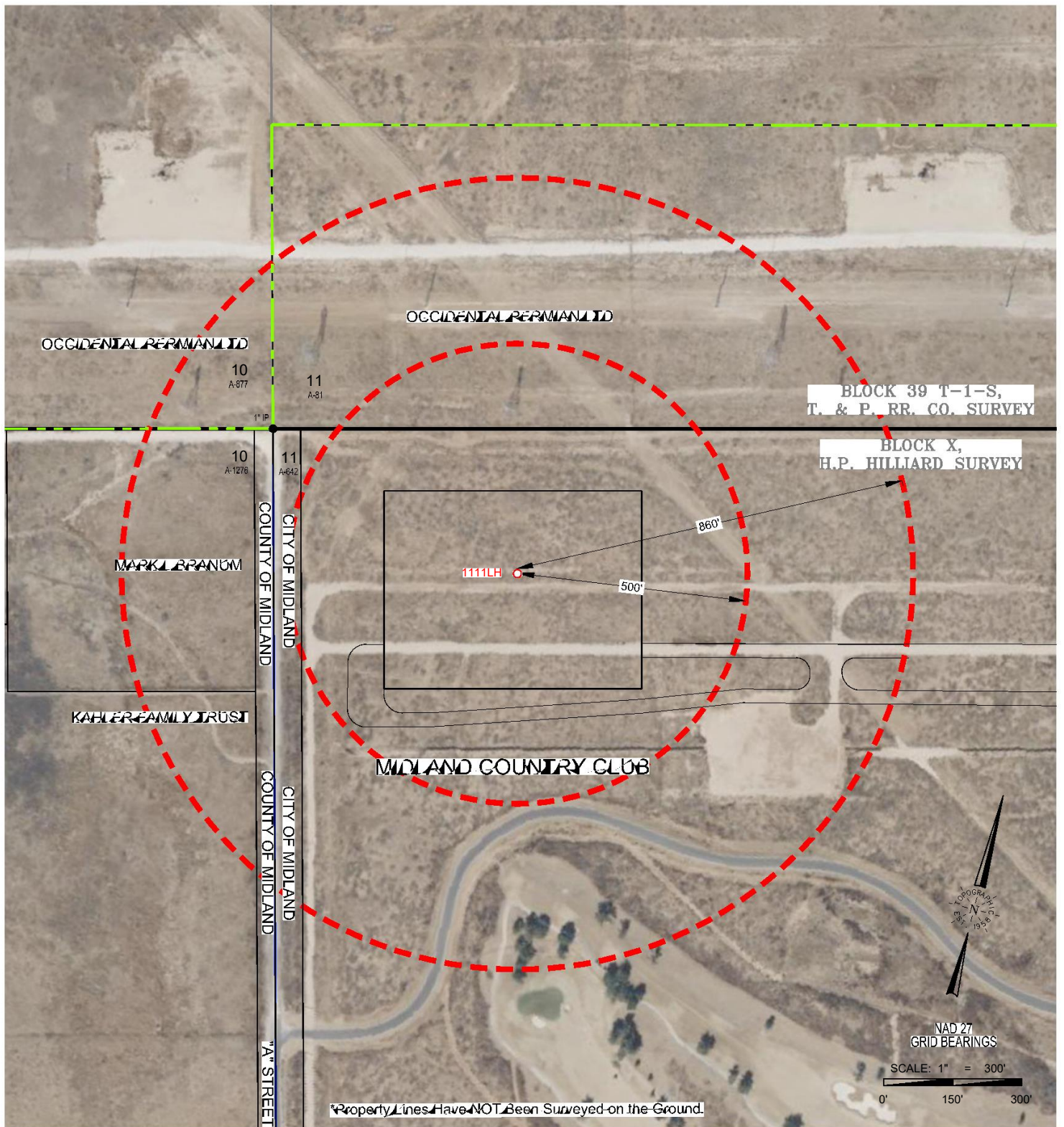
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2F	TWO-FAMILY DWELLING		
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2419

September 10, 2024



2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
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 TEXAS FIRM REGISTRATION NO. 10042500
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CD_MCC_HZ_UNIT_1111LH_RADIUS_REV2



MCC HZ UNIT 1111LH RADIUS MAP

LOCATION DESCRIPTION:
 SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
 MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
- Block Line
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Surveyed: PACKET	Revision: DCR (2)	6/25/24	24.20 ORIGINAL DOC. SIZE: 8.5"x11"	September 10, 2024
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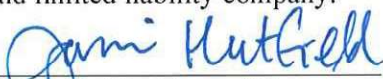
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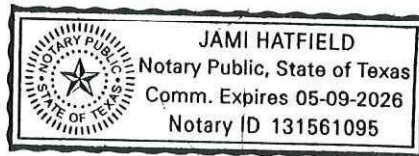


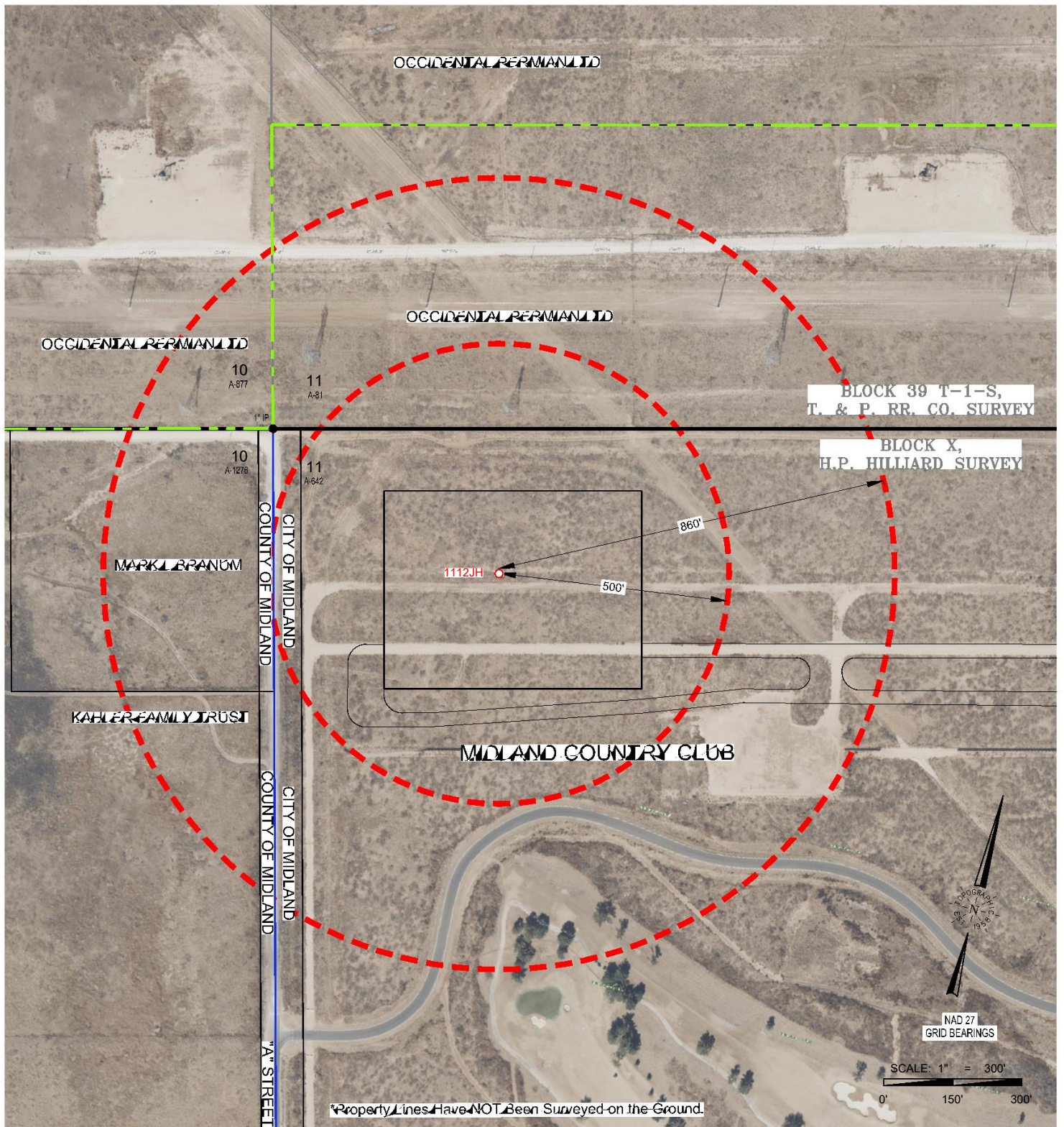
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This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas





2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MCC_HZ_UNIT_1112JH_RADIUS_REV5



CONCHO
OPERATOR: COG OPERATING LLC

MCC HZ UNIT 1112JH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 11, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Section Line
- Block Line
- Radius Line
- Lease Road
- Found Monument
- Calculated Corner

Surveyed: **PAKKE**

Revision: DCR (5)

6/24/24

24.26

ORIGINAL DOC. SIZE: 8.5"x11" September 10, 2024

COGO: 724-108888

Drawn By: EAH; 10/04/23

MCC EXHIBIT G

LOCATION DESCRIPTION:

SECTION 11, A-642
BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

SPECIAL NOTES:

Original Document Size: 8.5"x14"
All Coordinates are in NAD 27 TX-C Zone
unless otherwise noted.

LEGEND

- Section Line
- Block Line
- Sound Wall
- City Limits
- Powerline
- Pipeline
- Proposed Pipeline
- Lease Road
- Found Monument
- Calculated Corner

Orig. Doc. 8.5x14 Surveyed: 10/04/23

COGO: 724-108888

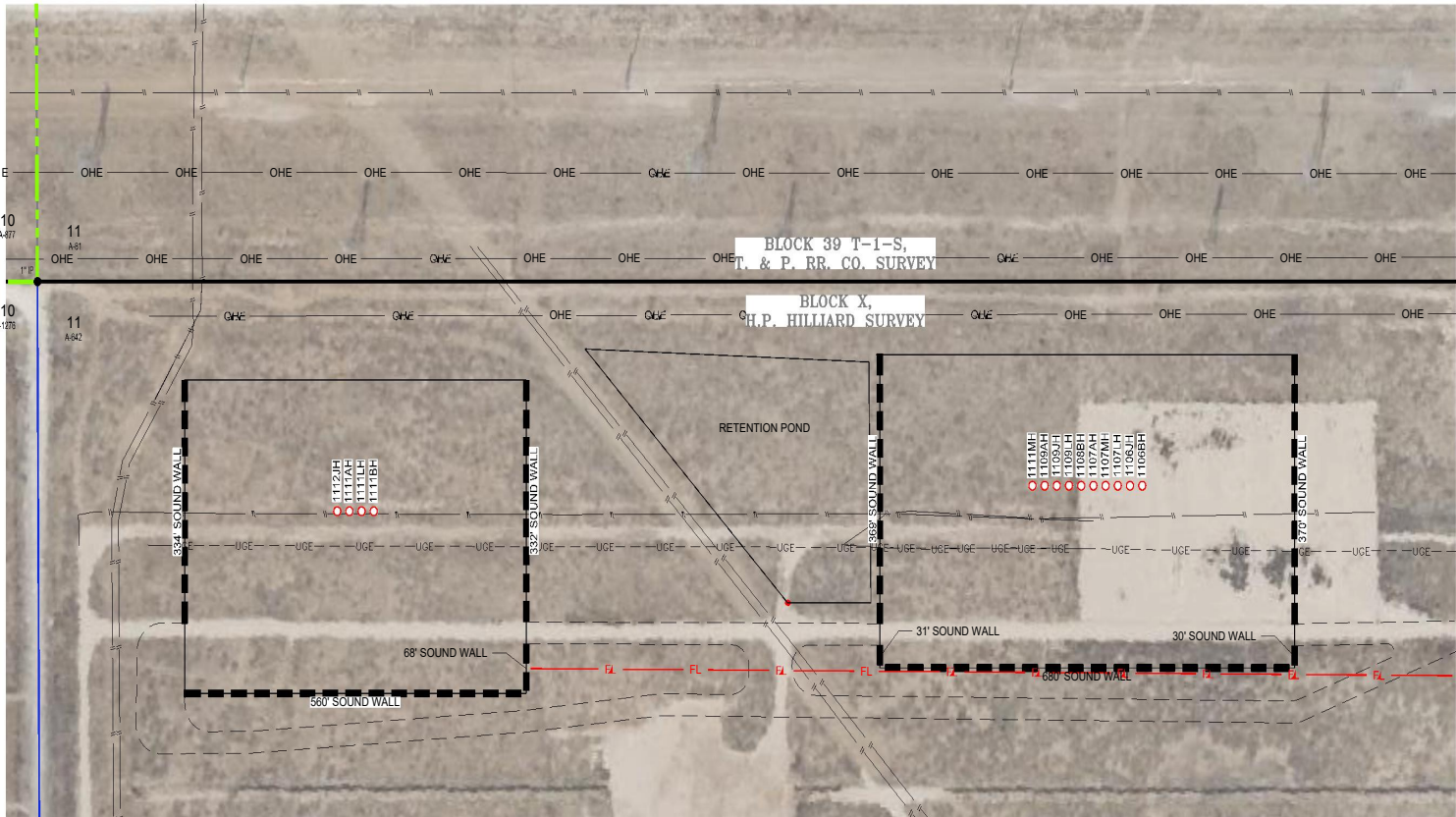
Revision: BCL (4) 6/26/24

Drawn By: EAH; 06/11/24



2003 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653
TEXAS FIRM REGISTRATION NO. 110422-0000
WWW.TOPOGRAPHIC.COM

FILE NAME: CD_MCC_EXHIBIT_G_REV4



MCC HZ UNIT 1112JH
315' FNL & 490' FWL (SEC. 11)
315' FNLL & 490' FWLL
SHL Ground Elevation: 2810'
X = 1451703 Y = 878093
LAT.: N 32°04'08.21" LONG.: W 102°06'11.54"
LAT.: N 32.0689477 LONG.: W 102.1032052

MCC HZ UNIT 1111MH
280' FNL & 1630' FWL (SEC. 11)
280' FNLL & 1630' FWLL
SHL Ground Elevation: 2805'
X = 1452799 Y = 878410
LAT.: N 32°04'11.52" LONG.: W 102°05'58.87"
LAT.: N 32.0698665 LONG.: W 102.0996858

MCC HZ UNIT 1108BH
280' FNL & 1710' FWL (SEC. 11)
280' FNLL & 1710' FWLL
SHL Ground Elevation: 2805'
X = 1452876 Y = 878430
LAT.: N 32°04'11.73" LONG.: W 102°05'57.97"
LAT.: N 32.0699245 LONG.: W 102.0994367

MCC HZ UNIT 1106JH
280' FNL & 1790' FWL (SEC. 11)
280' FNLL & 1790' FWLL
SHL Ground Elevation: 2805'
X = 1452954 Y = 878450
LAT.: N 32°04'11.94" LONG.: W 102°05'57.08"
LAT.: N 32.0699824 LONG.: W 102.0991876

MCC HZ UNIT 1111AH
315' FNL & 510' FWL (SEC. 11)
315' FNLL & 510' FWLL
SHL Ground Elevation: 2810'
X = 1451723 Y = 878098
LAT.: N 32°04'08.26" LONG.: W 102°06'11.31"
LAT.: N 32.0689622 LONG.: W 102.1031429

MCC HZ UNIT 1109AH
280' FNL & 1650' FWL (SEC. 11)
280' FNLL & 1650' FWLL
SHL Ground Elevation: 2805'
X = 1452818 Y = 878415
LAT.: N 32°04'11.57" LONG.: W 102°05'58.64"
LAT.: N 32.0698810 LONG.: W 102.0996235

MCC HZ UNIT 1107AH
280' FNL & 1730' FWL (SEC. 11)
280' FNLL & 1730' FWLL
SHL Ground Elevation: 2805'
X = 1452896 Y = 878435
LAT.: N 32°04'11.78" LONG.: W 102°05'57.75"
LAT.: N 32.0699390 LONG.: W 102.0993745

MCC HZ UNIT 1106BH
280' FNL & 3522' FWL (SEC. 11)
280' FNLL & 3522' FWLL
SHL Ground Elevation: 2805'
X = 1452973 Y = 878455
LAT.: N 32°04'11.99" LONG.: W 102°05'56.85"
LAT.: N 32.0699969 LONG.: W 102.0991254

MCC HZ UNIT 1111LH
315' FNL & 530' FWL (SEC. 11)
315' FNLL & 530' FWLL
SHL Ground Elevation: 2810'
X = 1451742 Y = 878103
LAT.: N 32°04'08.32" LONG.: W 102°06'11.09"
LAT.: N 32.0689767 LONG.: W 102.1030806

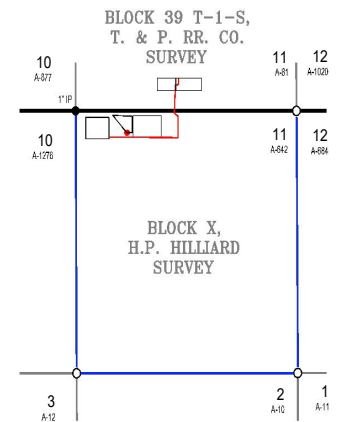
MCC HZ UNIT 1109JH
280' FNL & 1670' FWL (SEC. 11)
280' FNLL & 1670' FWLL
SHL Ground Elevation: 2805'
X = 1452837 Y = 878420
LAT.: N 32°04'11.62" LONG.: W 102°05'58.42"
LAT.: N 32.0698955 LONG.: W 102.0995613

MCC HZ UNIT 1107MH
280' FNL & 1750' FWL (SEC. 11)
280' FNLL & 1750' FWLL
SHL Ground Elevation: 2805'
X = 1452915 Y = 878440
LAT.: N 32°04'11.83" LONG.: W 102°05'57.52"
LAT.: N 32.0699535 LONG.: W 102.0993122

MCC HZ UNIT 1111BH
315' FNL & 550' FWL (SEC. 11)
315' FNLL & 550' FWLL
SHL Ground Elevation: 2809'
X = 1451761 Y = 878108
LAT.: N 32°04'08.37" LONG.: W 102°06'10.87"
LAT.: N 32.0689912 LONG.: W 102.1030183

MCC HZ UNIT 1109LH
280' FNL & 1690' FWL (SEC. 11)
280' FNLL & 1690' FWLL
SHL Ground Elevation: 2805'
X = 1452857 Y = 878425
LAT.: N 32°04'11.68" LONG.: W 102°05'58.20"
LAT.: N 32.0699100 LONG.: W 102.0994990

MCC HZ UNIT 1107LH
280' FNL & 1770' FWL (SEC. 11)
280' FNLL & 1770' FWLL
SHL Ground Elevation: 2805'
X = 1452934 Y = 878445
LAT.: N 32°04'11.88" LONG.: W 102°05'57.30"
LAT.: N 32.0699680 LONG.: W 102.0992499





City Council Meeting

Item Number: 25
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF OCTOBER 1, 2024; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Revise an ordinance establishing regulatory and user fees collected by the City of Midland to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees.

Recommended City Council Action:

Approve

Fiscal Impact:

Regulatory and User Fees generate revenue designed to cover the cost of the service being provided by the City of Midland

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Fee revisions are from six separate departments:

1. Parks & Recreation – Add fee for Temporary fence set up in Parks (Exhibit B) and Sports Complex (Exhibit N), and update to Pool pavilion rental deposit in Recreation (Exhibit C).
2. Fire Department – Health Services (Exhibit D) updates to vaccines, services and rates.

Animal Services (Exhibit E) updates to some rates and removal of certain fees.

3. Development – Adding and removing of fees for Planning (Exhibit G). Updating “Lot Clearing” fees in Code (Exhibit H).

4. Airport – \$1 increase to Maximum Per 24-hour period rates (Exhibit M).

5. Water – 5% increase to most Water & Sewer (Exhibit J) and Utility Billing (Exhibit K) rates.

6. Police – Updates to Miscellaneous (Exhibit O) Peddler and Carnival Operator licenses.



City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A FEE SCHEDULE;
CONTAINING A SAVINGS AND SEVERABILITY
CLAUSE; PROVIDING AN APPEAL PROCESS;
ESTABLISHING AN EFFECTIVE DATE OF OCTOBER
1, 2024; AND ORDERING PUBLICATION**

WHEREAS, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

WHEREAS, the City Manager's designees have prepared Exhibits "A" through "P", which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

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

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

SECTION TWO. That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or

regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

SECTION THREE. Any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

- A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress.

If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

- B. The City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. The City shall not file criminal charges against a person in an attempt to collect the fee.
- C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.
- D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid

SECTION SIX. That this ordinance shall become effective on October 1, 2024.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tommy Gonzalez, City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license-Original	\$25.00
Renewal of junk and secondhand good	\$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	\$200.00
Limo or Motorbus operating fee (each)	\$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	\$1,000.00
Rental Fee (minimum of 4 hours)	\$62.50/hour
Extensions	\$100.00
Show Lights	\$200.00
Deposit for Show Lights	\$500.00
PORTABLE BLEACHERS	
Deposit	\$100.00
Rental Fee (per day)	\$100.00
PORTABLE STAGE	
Deposit	\$100.00
Rental Fee	\$250.00
TRASH CANS	
Deposit	\$100.00
Rental Fee (minimum of 10 cans)	\$5.00/can/day
PARK PAVILION RENTAL	
Deposit	\$100.00
Rental Fee 9am-10pm	\$60.00
Rental Fee 9am-3pm	\$30.00
Rental Fee 4pm-10pm	\$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	\$300.00
Deposit w/Alcohol	\$500.00
Rental Fee Per Hour	\$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	\$100.00
Rental Fee 9 am- 3 pm	\$50.00
Rental Fee 4 pm-10 pm	\$50.00
Rental Fee 9 am-10 pm	\$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$25.00/team
Tournament Cleaning Fee	\$150/field
Tournament Deposit	\$100/field
Temporary fence set up on artificial turf field	\$200/field
Game Cleaning Fee	\$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$30/game
Tournament Cleaning Fee	\$150/field
PACKET	

Tournament Deposit	\$100/field
Game Cleaning Fee	\$75/Field

CONCESSION RENTALS

Concession Stand Deposit	\$100.00
Concession Stand Rental	\$25.00/hour

ULMER SAND VOLLEYBALL COURT

Deposit	\$25.00
Rental Fee	\$25.00/day

WHITEHOUSE RENTAL

Deposit	\$200.00
Rental Fee 10 am - 4 pm	\$200.00
Rental Fee 6 pm - 12 am	\$200.00
Rental Fee All Day	\$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	\$5.00
Children under 2	Free
10 Punch Card	\$20.00
25 Punch Card	\$40.00
75 Punch Card	\$80.00
Personal Cooler Admission	\$10.00
Soda	\$3.00
Water	\$2.00
Snacks	\$2.00
Swim lesson (1 week)	\$20.00
Life Jacket Rental	Free
PRIVATE RENTALS	
DEPOSIT	\$150.00
RENTAL FEE (2 hours)	\$850.00
POOL PAVILION RENTALS	
(Doug Russell Only)	
DEPOSIT	\$150.00
RENTAL FEE	\$100/session
MARTIN LUTHER KING RECREATION CENTER	
	per hour
Activity Room	
During Operation	\$25.00
After Hours	\$35.00
Deposit	\$100.00
Activity Rm/with Gameroom	
	per hour
During Operation	\$50.00
After Hours	\$70.00
Deposit	\$300.00
Auditorium	
	per hour
During Operation	\$50.00
After Hours	\$75.00
Deposit No Alcohol	\$500.00
Deposit Alcohol	\$750.00
Gymnasium	
	per hour
During Operation	\$40.00
After Hours	\$60.00
Deposit	\$200.00
MLK Volleyball Net Setup Fee	\$15.00

Exhibit C

Recreation

	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	\$50.00
After Hours	\$75.00
Deposit	\$1,000.00
Daily Entrance Fee	\$1.00
Monthly Membership	\$15.00
MOVIE SCREEN	
Deposit	\$1,000.00
Fee (Maximum 4 hours)	\$500.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	\$175.00
Mobile Food (Seasonal)	\$105.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Deli/Meat Market/Bakery	\$75.00
Farmers Market	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Retail Food Store	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Child Care Programs	
Day Care	\$100.00
Foster Care	\$50.00
Child Care Program for after School	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	\$100.00
Water Feature Permit	\$100.00
Non-Profit Yearly	\$30.00
Non-Profit Temporary	\$30.00
Re-inspection (When Establishment is shut down)	\$75.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	\$150.00
Septic System Commercial	\$210.00
Septic re-inspection (When fails initial inspection)	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Late Fee (When not paid by specified date)	25% of Permit Fee

Exhibit D

Health and Senior Services

Fee

Clinical Section

Health Department Services

Infanrix/Daptacel (DTaP)	\$45.00
Kinrix (DTaP & Polio)	\$60.00
Pentacel (DTaP & Polio & Flu Type B)	\$115.00
IPOL IPV (Polio)	\$45.00
Haverix Pedi HEP A	\$40.00
Engerix Pedi HEP B	\$35.00
Acthib/Hiberix - HIB (Flu Type B)	\$20.00
Vaxelis (DTaP, HIB, Polio & HEB B)	\$150.00
Rototeq/Rotarix (Rotavirus)	\$140.00
Proquad (MMR & Varicella)	\$270.00
Prevnar20/Vaxneuvance 15 (Pneumococcal Conjugate)	\$260.00
Pneumovax 23 (PPSV23-Pneumococcal Conjugate)	\$125.00
MMR II	\$95.00
Varivax (Varicella)	\$175.00
Tenivac (TD-Tetanus & Diptheria)	\$45.00
Boostrix/Adacel - TDAP (Tetanus Diptheria and Pertussis)	\$50.00
Gardasil (HPV 9)	\$280.00
Menqaudfi/Menveo (Meningitis)	\$200.00
Trumenba (Meningococcal Group B)	\$190.00
Bexsero (Meningococcal Group B)	\$200.00
Havrix (Adult Hep A)	\$80.00
Energix (3-dose Adult Hep B)	\$65.00
Heplisav (2-dose Adult Hep B)	\$125.00
Abrysvo/Arexvy (Adult RSV)	\$295.00
Beyfortus (Infant RSV)	\$500.00
RabAvert (Rabies)	\$580.00
Imovax (Rabies)	\$400.00
Pfizer- Infant (COVID-19)	\$65.00
Pfizer- Adolescent (COVID-19)	\$90.00
Pfizer- Adult (COVID-19)	\$130.00
Moderna- Adult (COVID-19)	\$145.00
Shingrix (Shingles)	\$200.00
Infant flu	\$25.00
Flu	\$30.00
High Dose Flu	\$65.00
Flublok	\$65.00
Yellow Fever	\$130.00
TB Test	\$15.00
TB Clinic	\$15.00
Pregnancy Test-Urine	\$15.00

Exhibit D

Health and Senior Services

	Fee
Pregnancy Test - Blood	\$15.00
STD Testing	\$15.00
HIV Testing	\$15.00
STD Clinic Treatment	\$15.00
STD Clinic Retreatment	\$15.00
Prep Panel	\$70.00
Prep Office Visit	\$15.00
Rapid GC/CT	\$50.00
Rapid Trichomoniasis	\$10.00
Rapid Syphilis	\$20.00
Rapid HIV	\$25.00
Renal Panel	\$4.00
Lipid Panel	\$4.00
Comprehensive Metabolic Panel (CMP)	\$4.00
Complete Blood Count (CBC)	\$3.00
Hemoglobin A1c	\$6.00
PSA Total Screen	\$8.00
Hepatitis B Surface Ab	\$8.00
Hepatitis B Surface Ag	\$8.00
Hepatitis C Ag	\$9.00
Hepatitis C Ab	\$9.00
MMR/Varicella Panel	\$36.00
Administration Fees	
Insured	\$60.00
TVFC 1=\$10, 2=\$20, >or= 3 = \$30	
Fees In Red- Indicates the fee is not listed or different than stated in code.	
Refugee	\$0.00
Medicaid/CHIP	\$13.75
Medicare Flu or Pneumonia	\$60.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	\$50 for Cats; \$75 for Dogs
Ducks, Rabbits, Other	\$5.00
Vaccines and Medical Fees	
Rabies (\$10 special event and \$20 reg)	\$10.00 or \$20.00
Impoundment Fees	
Impoundment - 1st Offense (altered)	\$25.00
Impoundment - 1st Offense (unaltered)	\$100.00
Impoundment - 2nd Offense (altered)	\$50.00
Impoundment - 2nd Offense (unaltered)	\$150.00
Impoundment - 3rd+ Offense (altered)	\$75.00
Impoundment - 3rd+ Offense (unaltered)	\$100.00
Livestock Impoundment	\$150.00
Boarding & Quarantine	
Boarding (per day)	\$10.00
Quarantine Fees (minimum of 10 days)	\$10.00/day
Pick-up Fees	
Pickup Fee - Owner release	\$15.00
Pickup Fee -Owner release (additional animals)	\$5.00/each
Pickup Fee - Deceased	\$10.00
Pickup Fee - Dead Small Livestock	\$50.00
Pickup Fee- Deceased Livestock	\$150.00
Miscellaneous Fees	
Drop off Fee - Owner release	\$10.00
Rabies Specimen Shipping	\$100.00
Dangerous Dog Yearly Registration	\$50.00
Off Leash Training Permit	\$5.00
Microchipping	
Microchips	\$10.00
Pet Licenses	
Pet License (yearly)	\$10.00
Pet License (replacement)	\$1.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	\$30.00
Green Fee - Weekend	\$35.00
Green Fee - after 4:00	\$20.00
Green Fee - Weekend AM - 9 Holes	\$18.00
Green Fee - Weekday Senior	\$20.00
Green Fee - Weekday Senior - 9 Holes	\$13.00
Green Fee - Junior/High School/College	\$9.50
Green Fee - Senior Annual Pass (Monday- Thursday)	\$500.00
Green Fee - Senior w/Annual Pass per round	\$5.00
Cart Fee - 18 holes per rider	\$15.00
Cart Fee - 9 holes per rider	\$7.50
Tournament Fee - Weekday per player	\$55.00
Tournament Fee - Weekend per player	\$65.00
Tournament Cooker Fee, per player (revenue to concessionaire)	\$5.00
Range Balls - Small Bucket (w/tax)	\$8.00
Range Balls - Medium Bucket (w/tax)	\$10.00
Range Balls - Large Bucket (w/tax)	\$15.00
Range Balls - Tournament Bucket (w/tax)	\$5.00
Club Rental	\$40.00
Pull Cart Rental	\$5.00

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	\$225.00
Sketch Plan Application (2nd review)	\$100.00
Preliminary Plat Application (up to 50 acres)	\$350.00
Preliminary Plat Application (over 50 acres)	\$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	\$350.00
Standard Plat or Residential over 50 acres Max	\$500.00
Administrative Plat	\$250.00
Digital File Conversion Fee	\$50.00
Recording Fees- Plats up to 18"x24"	\$61.00
Recording Fees- Plats over 18"x24"	\$81.00
Related Documents	\$26.00
Replat	
Replat with Public Hearing	\$250.00
Replat without Public Hearing	\$250.00
Annexation/Zone Change Application	
Standard Zone Change	\$500.00
Planned District Zone Change	\$650.00
Multiple PD Proposal Basic	\$550.00
Multiple PD Proposal Per Additional District	\$100.00
Additional PD Regulations	\$75.00
Site Plan in PDF Format for City Council	\$50.00
Application Fee	\$500.00
Zoning Board of Appeal Fee	\$600.00
Special Exception Application Fee	\$500.00
Zone Change in Council District 2 from MF-22, Multiple-Family Dwelling District or C, Commercial District to SF-1, Single-Family Dwelling District, SF-2, Single-Family Dwelling District, or SF-3, Single-Family Dwelling District	\$0.00
Zoning Verification Letter	\$25.00
Oil and Gas	
Application for Oil and Gas Permit	\$4,000.00
Application for Oil and Gas Variance	\$250.00
Credit Access Businesses	
Application Fee	\$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	\$300.00
Application for General SUP/SUD	\$400.00
Renewal SUP/SUD	\$75.00
Temporary Mobile Home	

Exhibit G

Planning

	Fee
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	\$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	\$100.00
Dedications	
Review Fee	\$400.00
Vacation	
Application Fee	\$400.00
Creation of a Building Site	
Application Fee	\$400.00
Master Sign Plan	
Application Fee	\$300.00
Traffic Impact	
Traffic Impact (Staff Study)	\$350.00
Traffic Impact (Review of Submittal)	\$600.00
Portable Storage Containers	
Freight or Portable storage cont.- permit fee	\$125.00
Each add'l on same property	\$25.00
90- day permit fee for storage container	\$150.00
Each add'l container	\$25.00
45- day permit fee for storage container	\$125.00
Each add'l container	\$25.00
30 day permit fee for storage container	\$75.00
Certificate of occupancy and compliance	
Certificate of occupancy and compliance	\$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	\$50.00
Sidewalk/ROW Commercial (No building permit)	\$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	\$50.00
Manufactured Home	\$200.00
Manufactured Home Skirting Deposit	\$100.00
Moving Fee	\$200.00
Non-Profit Residential	\$150.00
Temporary Structure	\$100.00
Detached Assessory (120Sq.ft or less)	\$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	\$100.00
Demolition Permits	
Commercial Demo Fee - Building	\$500.00
Commerical Demo Fee - Interior	\$100.00
Residential or Accessory Bldg	\$50.00
Temporary Sign Permits	
Permanent Sign Permits	\$50.00
Temporary sign annual permit fee	\$50.00
Failure to remove sign- hauling fee	\$50.00
Failure to remove sign- daily storage fee	\$10.00
Oil & Gas Drilling Permits	
Amendment Fee	\$1,000.00
Certification Fee & Inspection	\$300.00
Oil & Gas Application Fee	\$4,000.00
Well Tranfer Fee	\$500.00
*TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended	
Mobile Home Park Licenses	
Mobile Home Park Licenses	\$25.00 plus \$1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	\$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	\$2,000.00
Clearing Deposits (Floor & Foundation) Residential	\$600.00
Clearing Deposits (Rubbish, Litter, Lot)	\$200.00
Clearing Deposit (Accessory Bldg, Debris, Material)	\$200.00

Lot Clearing

Exhibit H

Code Enforcement

	Fee
Administrative Fee (per cas)	\$100.00
Mow Lot 12,000 square feet or less (per lot)	\$175.00
Mow Lot larger than 12,000 square feet (per lot)	\$275.00
Mow Weeds in Alley or Right-of-Way (per lot frontage)	\$50.00
Trash Removal (per ton)	\$110.00
Auto or Pick-Up Tire Removal (per tire)	\$5.00
Semi-Truck or Similar Large Tire Removal (per tire)	\$12.00
Tree Removal and Trimming (per hour)	\$75.00
Graffiti Removal (per lot)	\$100.00
Electrical Fees	
Minimum Fee	\$50.00
Temporary Service	\$50.00
Temporary Construction Pole	\$50.00
Parking Lot Wiring	\$50.00
Building Wiring	\$0.05 per sq.ft
Service Change	\$50.00
Sign Electrical Fee	\$50.00
Electrical Fixture Fee (for first, \$1.00 each after)	\$15.00
Mobile Home Rewiring (\$5 for each add'l)	\$50.00
Clearance for Elec Connect/Disconnect Residential	\$50.00
Reinspection (Red Tag)	\$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge (\$5 for each add'l inspection)	\$50.00
Fire Extinguishing Permit	\$50.00
Boiler Inspections (33K to 1165 BTU)	\$50.00
Boiler Inspections (1165K to 3300 BTU)	\$50.00
Boiler Inspections (over 3300 BTU)	\$50.00
Reinspection (Red Tag)	\$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Floor Furnace, Boiler	\$50.00
Vented Recessed Heater	\$50.00
Gas line service	\$50.00
Vented Appliance (\$10 each add'l)	\$50.00
Temporary Connection	\$50.00
Reinspection (Red Tag)	\$50.00
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00

Exhibit H

Code Enforcement

	Fee
Furnace, unit or wall heater (\$10 each add'l)	\$50.00
Water heater (\$10 each add'l)	\$50.00
Water softener	\$50.00
Lawn Sprinkler	\$50.00
Water Line Service	\$50.00
Sewer Line Service	\$50.00
Replumb Bldg	\$0.05 Sq. Ft.
Fire Sprinkler	\$0.05 Sq. Ft.
Backflow Assembly Device (\$10 each add'l)	\$50.00
Reinspection (Red Tag)	\$30.00
Vendor Permit	
Vendor Permit	\$100.00
Water Well Fee	
Drill new well	\$50.00
Reinspection Fee	
Reinspection (All Permits)	\$100.00
Application to Board of Appeals	
Application	\$200.00
Public Ways and Property	
House moving permit fee	\$25.00
Network Nodes-5 in same application	\$500.00
Each additional node in application	\$250.00
Node Support Pole Application	\$1,000.00
Fee to attach network node to public ROW pole	\$20.00

Exhibit I

Engineering

	Fee
Traffic	
Street Name and Traffic Control Sign Fee	\$500/intersection
Right of Way Use Permit Fee	\$350.00

Exhibit J

Water & Sewer Fees

	Fee
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$22.69
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$18.48
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$6.42
Rate per 1,000 gallons from 10,001 up to 25,000	\$8.43
Rate per 1,000 gallons from 25,001 up to 50,000	\$11.34
Irrigation)	\$14.18
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	\$22.88
All Customers Rate per 1,000 after Base Rate	\$0.92
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$34.04
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$27.72
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$9.63
Rate per 1,000 gallons from 10,001 up to 25,000	\$12.65
Rate per 1,000 gallons from 25,001 up to 50,000	\$17.01
Irrigation)	\$21.26
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	\$34.32
Residential Rate per 1,000 after Base Rate	\$1.39
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	\$0.32

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	\$78.75
Re-read of Water Meter (2nd time)	\$26.25
Test of Water Meter (2nd time)	\$26.25
Non-sufficient fund check	\$31.50
Reconnect-Disconnect fee	\$31.50
Application Fee	\$21.00
Transfer Fee	\$20.00
Tampering/Straight Fee (1st time)	\$210.00
Tampering/Straight Fee (2nd time)	\$315.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	\$42.00
1" water meter-with existing meter box	\$105.00
1" water meter tap (no paving cut or meter installation)	\$409.50
1" service charge for tap and meter with meter box	\$446.25
2" water meter- with existing meter box	\$252.00
2" water meter tap (no paving cut or meter installation)	\$564.00
2" service charge for tap and meter with meter box	\$745.50
3" water meter	\$393.75
4" water meter	\$375.00
4" sewer tap	\$367.50
6" sewer tap	\$400.00
Replacement sewer tap (per line)	\$300.00
Fee to abandon line for replacement	\$150.00
Paving cut/Boring & Casing Fee	\$400.00
Fire hydrant meter setting or moving	\$200.00
Fire Hydrant meter deposit setting	\$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	\$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	\$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	\$25.00
Move a service line no more than 5 feet	\$150.00

Exhibit L

Sanitation Fees

Inside City Limits

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$23.00			
0.5	\$46.00			
0.75	\$69.00			
1	\$92.00			
Commercial				
0.25	\$32.50	\$48.75	\$65.00	\$81.25
0.5	\$65.00	\$97.50	\$130.00	\$162.50
0.75	\$97.50	\$146.25	\$195.00	\$243.75
1	\$130.00	\$195.00	\$260.00	\$325.00
2	\$247.00	\$370.50	\$494.00	\$617.50
3	\$364.00	\$546.00	\$728.00	\$910.00
4	\$481.00	\$721.00	\$962.00	\$1,202.50
5	\$598.00	\$897.00	\$1,196.00	\$1,495.00
6	\$715.00	\$1,072.50	\$1,430.00	\$1,787.50
7	\$832.00	\$1,248.00	\$1,664.00	\$2,080.00
8	\$949.00	\$1,423.50	\$1,898.00	\$2,372.50
9	\$1,066.00	\$1,599.00	\$2,132.00	\$2,665.00
10	\$1,183.00	\$1,774.50	\$2,366.00	\$2,957.50
11	\$1,300.00	\$1,950.00	\$2,600.00	\$3,250.00
12	\$1,417.00	\$2,125.50	\$2,834.00	\$3,542.50
13	\$1,534.00	\$2,301.00	\$3,068.00	\$3,835.00
14	\$1,651.00	\$2,476.50	\$3,302.00	\$4,127.50
15	\$1,768.00	\$2,652.00	\$3,536.00	\$4,420.00
16	\$1,885.00	\$2,827.50	\$3,770.00	\$4,712.50
17	\$2,002.00	\$3,003.00	\$4,004.00	\$5,005.00
18	\$2,119.00	\$3,718.50	\$4,238.00	\$5,297.50
19	\$2,236.00	\$3,354.00	\$4,472.00	\$5,590.00
20	\$2,353.00	\$3,529.50	\$4,706.00	\$5,882.50
21	\$2,470.00	\$3,705.00	\$4,940.00	\$6,175.00
22	\$2,587.00	\$3,880.50	\$5,174.00	\$6,467.50
23	\$2,704.00	\$4,056.00	\$5,408.00	\$6,760.00
24	\$2,821.00	\$4,231.50	\$5,642.00	\$7,052.50
25	\$2,938.00	\$4,407.00	\$5,876.00	\$7,345.00
26	\$3,172.00	\$4,758.00	\$6,344.00	\$7,930.00
27	\$3,289.00	\$4,933.50	\$6,578.00	\$8,222.50
28	\$3,406.00	\$5,109.00	\$6,812.00	\$8,515.00
29	\$3,523.00	\$5,284.50	\$7,046.00	\$8,807.50
30	\$3,640.00	\$5,460.00	\$7,280.00	\$9,100.00

Exhibit L

Sanitation Fees

Per Month

Recycling fee	\$0.50
Litter Abatement Fee	\$1.00

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$34.50			
0.5	\$69.00			
0.75	\$103.50			
1	\$138.00			
Commercial				
0.25	\$48.75	\$73.13	\$97.50	\$121.88
0.5	\$97.50	\$146.25	\$195.00	\$243.75
0.75	\$146.25	\$219.38	\$292.50	\$365.63
1	\$195.00	\$292.50	\$390.00	\$487.50
2	\$370.50	\$555.75	\$741.00	\$926.25
3	\$546.00	\$819.00	\$1,092.00	\$1,365.00
4	\$721.50	\$1,082.25	\$1,443.00	\$1,803.75
5	\$897.00	\$1,345.50	\$1,794.00	\$2,242.50
6	\$1,072.50	\$1,608.75	\$2,145.00	\$2,681.25
7	\$1,248.00	\$1,872.00	\$2,496.00	\$3,120.00
8	\$1,423.50	\$2,135.25	\$2,847.00	\$3,558.75
9	\$1,599.00	\$2,398.50	\$3,198.00	\$3,997.50
10	\$1,774.50	\$2,661.75	\$3,549.00	\$4,436.25
11	\$1,950.00	\$2,925.00	\$3,900.00	\$4,875.00
12	\$2,125.50	\$3,188.25	\$4,251.00	\$5,313.75
13	\$2,301.00	\$3,451.50	\$4,602.00	\$5,752.50
14	\$2,476.50	\$3,714.75	\$4,953.00	\$6,191.25
15	\$2,652.00	\$3,978.00	\$5,304.00	\$6,630.00
16	\$2,827.50	\$4,241.25	\$5,655.00	\$7,068.75
17	\$3,003.00	\$4,504.50	\$6,006.00	\$7,507.50
18	\$3,178.50	\$4,767.75	\$6,357.00	\$7,946.25
19	\$3,354.00	\$5,031.00	\$6,708.00	\$8,385.00
20	\$3,529.50	\$5,294.25	\$7,059.00	\$8,823.75
21	\$3,705.00	\$5,557.50	\$7,410.00	\$9,262.50
22	\$3,880.50	\$5,820.75	\$7,761.00	\$9,701.25
23	\$4,056.00	\$6,084.00	\$8,112.00	\$10,140.00
24	\$4,231.50	\$6,347.25	\$8,463.00	\$10,578.75
25	\$4,407.00	\$6,610.50	\$8,814.00	\$11,017.50

PACKET

25.27

September 10, 2024

Exhibit L

Sanitation Fees

Open Top/Compactor Fees

One-time set up fee (Delivery fee)	\$51.00 + Tax
Daily Rental	\$11.00 + Tax
Haul Charge	\$255.00 + Tax
Per Ton Disposal Fee (Landfill Charge)	\$47.38 per ton

Removal of Garbage by Other Entity

Garbage Hauler's Permit	\$500.00
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Landfill- Dumping and Unloading Charges

Landfill Access Fee-	\$25.00
Unlimited Landfill Access Fee-year	\$500.00
Minimum Fee under 1 Ton	\$23.69
Per ton Disposal Fee	\$47.38
Materials not contained	\$75.00
Pull off Fee	\$77.00

Special Waste/Minor or TDH permit

Special Waste Fee- Per Ton	\$94.76
Minimum Fee under 1 Ton	\$47.38

Exhibit M

Airport

	<u>Fee</u>
Landing Fees (per 1000 pounds of gross landing weight)	\$2.10
Air carrier fees (per 1000 pounds of gross landing weight)	Based on Rates & Charges
Public Aircraft parking – locally based aircraft (month)	\$25.00
Public Aircraft parking – transient aircraft (day)	\$1.50
Customer Facility Charge - vehicle rentals (per transaction day)	\$3.00
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	\$3.00
Every additional hour	\$2.00
Maximum per 24-hour period	\$17.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$14.00
Public Parking – P2 & P4 (Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$11.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$13.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$9.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	\$25.00
Buses	\$25.00
Courtesy vehicles for off-airport hotel	\$25.00
Courtesy vehicles for off-airport car rental (plus 10% airport revenue)	\$25.00
Courtesy vehicles for off-airport parking lot (plus 10% airport revenue)	\$25.00

Exhibit M

Airport

	<u>Fee</u>
Employee Parking	
Annual Employee Parking media (prorated monthly)	\$40.00

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Football/Soccer Stadium	
<i>Sporting Events</i>	
Half Stadium Rental	\$1,500.00/day
Whole Stadium Rental	\$3,000.00/day
All Inclusive Football Game Package	\$10,000.00/game
<i>This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.</i>	
<i>Non-Sporting Events</i>	
Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500.00/day
Commercial Deposit	\$2,500.00
Commercial Rental	\$2,500.00/day
<i>Cleaning Fees</i>	
Less than 2,000 people	\$1,500/side
More than 2,000 people	\$2,500/side
Lighting Fee	\$75.00/hour
Baseball Stadium	
Baseball Events	\$750.00/day
<i>Non-Baseball Events</i>	
Non-Profit Deposit	\$1,000.00
Non-Profit Rental	\$1,000.00/day
Commercial Deposit	\$1,500.00
Commercial Rental	\$1,500/day
Cleaning Fees assessed by Midland Rockhounds	
Lighting Fee	\$75.00/hour
Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds	
Diamond Club Deposit	\$100.00
Diamond Club Rental (minimum 2 hours)	\$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	\$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUM	Hourly
Video Board Operator	\$50.00
Scoreboard Operator	\$50.00
PA Announcer	\$50.00
Camera Operator	\$45.00
Replay Technician	\$45.00
Sound Operator	\$45.00
Temporary fence set up on artificial turf field	\$45.00

SSC - Common Area/Parking Lot Rentals*Pavilion*

Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500/day
Commercial Deposit	\$2,000.00
Commercial Rental	\$2,000/day

Parking Lot Only

Parking Lot Deposit	\$1,000.00
Set Up/Tear Down	\$1,000/day
Rental Fee	\$1,500/day

Cleaning Fees - Common Area/Parking Lot Rentals

Less than 1,000 people	\$1,000.00
1,001 to 2,500 people	\$1,500.00
More than 2,500 people	\$2,000.00

SSC - Auxiliary Fields*Non-Tournament Fees*

Deposit	\$100.00
Field Rental	\$65.00/hour

Tournament Fees

Deposit	\$100.00/field
Rental	\$30.00/game
Cleaning Fee	\$150.00/field
Lighting Fee	\$25.00/hour
Concession Stand Deposit	\$100.00
Game Cleaning Fee	\$75/Field
Concession Stand Rental	\$25.00/hour

Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	\$3.00
Municipal Court Technology Fee	\$4.00
Municipal Court Copy Fee	\$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	\$100.00
Closing out sale license fees - 60 days	\$125.00
Closing out sale license fees - 90 days	\$150.00
Door to Door Solicitors (Peddler) license	\$30.00
Mobile Home/Travel Trailer Park App Fee	\$10.00
Mobile Home/Travel Trailer Park License	\$25 plus \$1 ea.space
Mobile Home Mini Park location app	\$10.00
Mobile Home Mini Park revised site plan	\$10.00
City Chauffeur's license app fee	\$25.00
Airport Cabstand Permit fee (per month)	\$25.00
Special police officer license fee (individual)	\$10.00
Special police officer license fee (firm)	\$50.00
Carnival operator's license	\$100.00
Carnival employee's license	\$6.00
Side walk sale application fee	\$4.00
Police Regulations	
Ambulance Services- Basic Life Support	\$650 + \$10 per mile
Ambulance Services- Advanced Life Support	\$750 + \$10 per mile
Ambulance Services- Advanced Level II	\$850 + \$10 per mile
Ambulance Waiting Charge	\$200 per hour
Ambulance Service- Outside Midland County	\$100.00
Food Truck Fire Inspection	\$50 per inspection annually
Alarm Permit Application Fee-Commercial	\$25.00
Alarm Permit Application Fee-Residential	\$20.00
Alarm Permit Renewal Fee -Commercial	\$20.00
Alarm Permit Renewal Fee - Residential	\$15.00
Alarm Permit Service fee	\$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	\$25.00
Franchise application and review fee	\$500.00
Franchise renewal application and review fee	\$500.00

Exhibit P

Right of Way

Right-of-Way License Fees and Rates for crossing property or public right-of-way
owned by the City of Midland.

Fees (non-refundable):

Application Fee:	\$ 1,000.00
Application Fee of Expired License:	\$ 1,500.00

The City of Midland's Rate and Damage Schedule is 200% of the then-current University Lands Rate and
Damage Schedule for a 10-year license.

Fees and rates will be paid at the commencement of the 10-year license in one payment.

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license-Original	\$25.00
Renewal of junk and secondhand good	\$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	\$200.00
Limo or Motorbus operating fee (each)	\$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	\$1,000.00
Rental Fee (minimum of 4 hours)	\$62.50/hour
Extensions	\$100.00
Show Lights	\$200.00
Deposit for Show Lights	\$500.00
PORTABLE BLEACHERS	
Deposit	\$100.00
Rental Fee (per day)	\$100.00
PORTABLE STAGE	
Deposit	\$100.00
Rental Fee	\$250.00
TRASH CANS	
Deposit	\$100.00
Rental Fee (minimum of 10 cans)	\$5.00/can/day
PARK PAVILION RENTAL	
Deposit	\$100.00
Rental Fee 9am-10pm	\$60.00
Rental Fee 9am-3pm	\$30.00
Rental Fee 4pm-10pm	\$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	\$300.00
Deposit w/Alcohol	\$500.00
Rental Fee Per Hour	\$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	\$100.00
Rental Fee 9 am- 3 pm	\$50.00
Rental Fee 4 pm-10 pm	\$50.00
Rental Fee 9 am-10 pm	\$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$25.00/team
Tournament Cleaning Fee	\$150/field
Tournament Deposit	\$100/field
Temporary fence set up on artificial turf field	\$150/field
Game Cleaning Fee	\$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$30/game
Tournament Cleaning Fee	\$150/field
PACKET	

Tournament Deposit	\$100/field
Game Cleaning Fee	\$75/Field

CONCESSION RENTALS

Concession Stand Deposit	\$100.00
Concession Stand Rental	\$25.00/hour

ULMER SAND VOLLEYBALL COURT

Deposit	\$25.00
Rental Fee	\$25.00/day

WHITEHOUSE RENTAL

Deposit	\$200.00
Rental Fee 10 am - 4 pm	\$200.00
Rental Fee 6 pm - 12 am	\$200.00
Rental Fee All Day	\$400.00

Exhibit C

Recreation

	Fee
CITY POOL RATES	
Entry Fee	\$5.00
Children under 2	Free
10 Punch Card	\$20.00
25 Punch Card	\$40.00
75 Punch Card	\$80.00
Personal Cooler Admission	\$10.00
Soda	\$3.00
Water	\$2.00
Snacks	\$2.00
Swim lesson (1 week)	\$20.00
Life Jacket Rental	Free
PRIVATE RENTALS	
DEPOSIT	\$150.00
RENTAL FEE (2 hours)	\$850.00
POOL PAVILION RENTALS	
(Doug Russell Only)	
DEPOSIT	\$150.00
RENTAL FEE	\$100/session
MARTIN LUTHER KING RECREATION CENTER	
	per hour
Activity Room	
During Operation	\$25.00
After Hours	\$35.00
Deposit	\$100.00
Activity Rm/with Gameroom	
	per hour
During Operation	\$50.00
After Hours	\$70.00
Deposit	\$300.00
Auditorium	
	per hour
During Operation	\$50.00
After Hours	\$75.00
Deposit No Alcohol	\$500.00
Deposit Alcohol	\$750.00
Gymnasium	
	per hour
During Operation	\$40.00
After Hours	\$60.00
Deposit	\$200.00
MLK Volleyball Net Setup Fee	\$15.00

Exhibit C

Recreation

	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	\$50.00
After Hours	\$75.00
Deposit	\$1,000.00
Daily Entrance Fee	\$1.00
Monthly Membership	\$15.00
MOVIE SCREEN	
Deposit	\$1,000.00
Fee (Maximum 4 hours)	\$500.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	\$175.00
Mobile Food (Seasonal)	\$105.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Deli/Meat Market/Bakery	\$75.00
Farmers Market	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Retail Food Store	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Child Care Programs	
Day Care	\$100.00
Foster Care	\$50.00
Child Care Program for after School	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	\$100.00
Water Feature Permit	\$100.00
Non-Profit Yearly	\$30.00
Non-Profit Temporary	\$30.00
Re-inspection (When Establishment is shut down)	\$75.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	\$150.00
Septic System Commercial	\$210.00
Septic re-inspection (When fails initial inspection)	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Late Fee (When not paid by specified date)	25% of Permit Fee

Exhibit D

Health and Senior Services

Fee

Clinical Section

Health Department Services

Infanrix/Daptacel (DTaP)	\$45.00
Kinrix (DTaP & Polio)	\$60.00
Pentacel (DTaP & Polio & Flu Type B)	\$115.00
IPOL IPV (Polio)	\$45.00
Haverix Pedi HEP A	\$40.00
Engerix Pedi HEP B	\$35.00
Acthib/Hiberix - HIB (Flu Type B)	\$20.00
Vaxelis (DTaP, HIB, Polio & HEB B)	\$150.00
Rototeq/Rotarix (Rotavirus)	\$140.00
Proquad (MMR & Varicella)	\$270.00
Prevnar20/Vaxneuvance 15 (Pneumococcal Conjugate)	\$260.00
Pneumovax 23 (PPSV23-Pneumococcal Conjugate)	\$125.00
MMR II	\$95.00
Varivax (Varicella)	\$175.00
Tenivac (TD-Tetanus & Diptheria)	\$45.00
Boostrix/Adacel - TDAP (Tetanus Diptheria and Pertussis)	\$50.00
Gardasil (HPV 9)	\$280.00
Menqaudfi/Menveo (Meningitis)	\$200.00
Trumenba (Meningococcal Group B)	\$190.00
Bexsero (Meningococcal Group B)	\$200.00
Havrix (Adult Hep A)	\$80.00
Energix (3-dose Adult Hep B)	\$65.00
Heplisav (2-dose Adult Hep B)	\$125.00
Abrysvo/Arexvy (Adult RSV)	\$295.00
Beyfortus (Infant RSV)	\$500.00
RabAvert (Rabies)	\$580.00
Imovax (Rabies)	\$400.00
Pfizer- Infant (COVID-19)	\$65.00
Pfizer- Adolescent (COVID-19)	\$90.00
Pfizer- Adult (COVID-19)	\$130.00
Moderna- Adult (COVID-19)	\$145.00
Shingrix (Shingles)	\$200.00
Infant flu	\$25.00
Flu	\$30.00
High Dose Flu	\$65.00
Flublok	\$65.00
Yellow Fever	\$130.00
TB Test	\$15.00
TB Clinic	\$15.00
Pregnancy Test-Urine	\$15.00

PACKET

25.41

September 10, 2024

Exhibit D

Health and Senior Services

	Fee
Pregnancy Test - Blood	\$15.00
STD Testing	\$15.00
HIV Testing	\$15.00
STD Clinic Treatment	\$15.00
STD Clinic Retreatment	\$15.00
Prep Panel	\$70.00
Prep Office Visit	\$15.00
Rapid GC/CT	\$50.00
Rapid Trichomoniasis	\$10.00
Rapid Syphilis	\$20.00
Rapid HIV	\$25.00
Renal Panel	\$4.00
Lipid Panel	\$4.00
Comprehensive Metabolic Panel (CMP)	\$4.00
Complete Blood Count (CBC)	\$3.00
Hemoglobin A1c	\$6.00
PSA Total Screen	\$8.00
Hepatitis B Surface Ab	\$8.00
Hepatitis B Surface Ag	\$8.00
Hepatitis C Ag	\$9.00
Hepatitis C Ab	\$9.00
MMR/Varicella Panel	\$36.00
Administration Fees	
Insured	\$60.00
TVFC 1=\$10, 2=\$20, >or= 3 = \$30	
Fees In Red- Indicates the fee is not listed or different than stated in code.	
Refugee	\$0.00
Medicaid/CHIP	\$13.75
Medicare Flu or Pneumonia	\$60.00



City Council Meeting

Item Number: 26
Meeting Date: September 10, 2024
To: City Council / City Manager
From: Taha Sakrani,
Subject: AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10542; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (ENGINEERING SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

Lowering the residential speed limit from 30 MPH to 25 MPH on Legacy Subdivision as requested by HOA. As per state law, the governing body of a municipality, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe." [Texas Transportation Code, Sect. 545.356(b-1)].

Additionally, lowering the speed limit on Garfield to 40 MPH between Bluebird and Loop 250, consistent with the existing speed limits north of Bluebird and south of Loop 250, ensures uniformity and safety along the corridor.

Recommended City Council Action:

Approve

Fiscal Impact:

The cost will be negligible and can be accommodated within the Division's normal maintenance budget. Any signs being removed due to a speed limit change will be salvaged for reuse if in good condition, or re-sheeted or recycled if their condition is no longer

acceptable.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Legal Department has prepared an ordinance amending existing ordinance no. 10542 establishing speed limits as follows:

Anthem Road (both directions)

25 mph – in its entirety

Arlington Road (both directions)

25 mph - in its entirety

Bald Eagle Court (both directions)

25 mph – in its entirety

Bunker Hill Road (both directions)

25 mph - in its entirety

Colony Road (both directions)

25 mph - in its entirety

Commonwealth Road (both directions)

25 mph - in its entirety

Constitution Way (both directions)

25 mph - in its entirety

Courage Place (both directions)

25 mph - in its entirety

Crown Point Court (both directions)

25 mph – in its entirety

Daisy Road (both directions)

25 mph – in its entirety

Dupont Court (both directions)

25 mph – in its entirety

Foggy Bottom Court (both directions)

25 mph - in its entirety

Fortitude Court (both directions)

25 mph – in its entirety

Founders (both directions)

25 mph - in its entirety

Gallantry Lane (both directions)

25 mph - in its entirety

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Minuteman Road

Jamestown Street (both directions)

25 mph – in its entirety

July Fourth Road (both directions)

25 mph - in its entirety

L'Enfant Lane (both directions)
25 mph – in its entirety
McPherson Lane (both directions)
25 mph - in its entirety
Minuteman Road (both directions)
25 mph - in its entirety
Musket Drive (both directions)
25 mph - in its entirety
Patriot Parkway (both directions)
25 mph - in its entirety
Pentagon Road (both directions)
25 mph - in its entirety
Potomac Parkway (both directions)
25 mph - in its entirety
Revere Place (both directions)
25 mph – in its entirety
Thomas Paine Road (both directions)
25 mph – in its entirety
Valor Court (both directions)
25 mph - in its entirety
Valor Lane (both directions)
25 mph - in its entirety
Vanguard Road (both directions)
25 mph - in its entirety
Victory Parkway (both directions)
25 mph – in its entirety
Viva Max (both directions)
25 mph - in its entirety
Garfield Street (both directions)
40 mph - from the northern terminus of Garfield Street to the centerline of Wadley Avenue

Staff recommends approval of this ordinance.

Frederick D. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10542; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION

WHEREAS, under Section 542.202 and Section 545.356 of the Texas Transportation Code, the City Council is authorized to make certain findings based upon engineering and traffic investigations and to alter the prima facie speed limits on City streets or portions thereof; and

WHEREAS, the City Traffic Engineer has made studies and surveys of the traffic flowing along certain streets within the City limits of Midland, Texas; and

WHEREAS, the Council finds and determines from the above mentioned studies that certain streets, as hereinafter described in this ordinance, should be speed zoned to rates hereinafter set out in this ordinance;

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

SECTION ONE. That no person shall drive a vehicle on those certain streets as set out below at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limits specified in this Section shall be lawful, but any speed in excess of the limits specified in this Section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. Such speed limits are hereby fixed at the rates of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

A Street (both directions)

40 mph - from the northern terminus of A Street to the centerline of Loop 250

40 mph - from the centerline of Veterans Airpark Lane to the centerline of Scharbauer Drive

35 mph - from the centerline of Scharbauer Drive to the centerline of Wall Street

30 mph - from the centerline of Wall Street to the southern terminus of A Street

Anthem Road (both directions)

25 mph - in its entirety

Arlington Road (both directions)

25 mph - in its entirety

Ashwood Court (both directions)

25 mph - in its entirety

Avalon Drive (both directions)

40 mph - from the northern terminus of Avalon Drive to the centerline of Briarwood Avenue

40 mph - from the centerline of State Highway 191 to the southern terminus of Avalon Drive

Bald Eagle Court (both directions)

25 mph - in its entirety

Bent Tree Trail (both directions)

25 mph - in its entirety

Blackwood Drive (both directions)

25 mph - in its entirety

Bluebird Lane (both directions)

35 mph - from the centerline of Midland Drive to the centerline of Kingston Drive

25 mph - from the centerline of Kingston Drive to the eastern terminus of Bluebird Lane

Brandy Hill Road (both directions)

25 mph - in its entirety

Brentwood Drive (both directions)

25 mph - in its entirety

Briaroaks Court (both directions)

25 mph - in its entirety

Briaroaks Drive (both directions)

25 mph - in its entirety

Briarwood Avenue (both directions)

45 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive

40 mph - from the centerline of Avalon Drive to the centerline of Mathis Street

35 mph - from the centerline of Mathis Street to the centerline of Midland Drive

Bunker Hill Road (both directions)

25 mph - in its entirety

Business State Highway 349C (both directions)

65 mph - from the northern boundary of Midland County to a point 797 feet north of Occidental Parkway

50 mph - from a point 797 feet north of Occidental Parkway to a point 370 feet south of the centerline of the south service road of Loop 250

Candlestick Drive (both directions)

25 mph - in its entirety

Cardinal Lane (both directions)

30 mph - from the centerline of Oriole Drive to the centerline of Midland Drive

35 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

Castle Wood Drive (both directions)

25 mph - in its entirety

Centerview (both directions)

25 mph - in its entirety

Champions Drive (both directions)

25 mph - from the centerline of Tradewinds Boulevard to the centerline of Koufax Court

Clemente Court (both directions)

25 mph - in its entirety

Coliseum Court (both directions)

25 mph - in its entirety

Colony Road (both directions)

25 mph - in its entirety

Colt Court (both directions)

25 mph - in its entirety

Comiskey Court (both directions)

25 mph - in its entirety

Commonwealth Road (both directions)

25 mph - in its entirety

Constitution Way (both directions)

25 mph - in its entirety

Courage Place (both directions)

25 mph - in its entirety

Coyote Trail (both directions)

40 mph - in its entirety

Cranston Place (both directions)

25 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

Crosley Drive (both directions)

25 mph - in its entirety

Crown Point Court (both directions)

25 mph - in its entirety

Cuthbert Avenue (both directions)

30 mph - from the western terminus of Cuthbert Avenue to the centerline of Midkiff Road

35 mph - from the centerline of Midkiff Road the centerline of Ward Street

25 mph - from the centerline of Ward Street to the centerline of Garfield Street

25 mph - from the centerline of Garfield Street to a point 220 feet east of F Street

30 mph - from a point 220 feet east of F Street to the eastern terminus of Cuthbert Avenue

Daisy Road (both directions)

25 mph - in its entirety

Deauville Boulevard (both directions)

40 mph - from the centerline of Avalon Drive to the centerline of Loop 250

Deeanna Lane (both directions)

25 mph - in its entirety

Devlin Place (both directions)

25 mph - in its entirety

DiMaggio Court (both directions)

25 mph - in its entirety

DiMaggio Drive (both directions)

25 mph - in its entirety

Drexel Court (both directions)

25 mph - in its entirety

Driftwood Drive (both directions)

25 mph - in its entirety

Dupont Court (both directions)

25 mph - in its entirety

Fairgrounds Road (both directions)

45 mph - from the northern terminus of Fairgrounds Road to the centerline of Loop 250

50 mph - from the centerline of Loop 250 to the southern City limits

Florida Avenue (both directions)

35 mph - from the centerline of Garfield Street to the centerline of Big Spring Street

Foggy Bottom Court (both directions)

25 mph - in its entirety

Fortitude Court (both directions)

25 mph - in its entirety

Founders (both directions)

25 mph - in its entirety

Fringewood Drive (both directions)

25 mph - in its entirety

Gallantry Lane (both directions)

25 mph - in its entirety

Garfield Street (both directions)

40 mph - from the northern terminus of Garfield Street to the centerline of Wadley Avenue

35 mph - from the centerline of Wadley Avenue to the centerline of Michigan Avenue

Gehrig Avenue (both directions)

25 mph - in its entirety

Gladewood Drive (both directions)

25 mph - in its entirety

Glen Mist Drive (both directions)

25 mph - in its entirety

Golden Gate Drive (both directions)

40 mph - from the northern terminus of Golden Gate Drive to the centerline of Briarwood Avenue

Golf Course Road (both directions)

35 mph - from the centerline of Andrew Highway/Alpine Street to the centerline of Scharbauer Drive

30 mph - from the centerline of Scharbauer Drive to the centerline of A Street

30 mph - from the centerline of Big Spring Street to the centerline of Fairgrounds Road

35 mph - from the centerline of Fairgrounds Road to the eastern terminus of Golf Course Road

Grassland Boulevard (both directions)

25 mph - in its entirety

Green Tree Boulevard (both directions)

35 mph - from the western terminus of Green Tree Boulevard to the centerline of Holiday Hill Road

25 mph - from the centerline of Holiday Hill Road to the centerline of Midland Drive

Greenridge (both directions)

25 mph - in its entirety

Griffith Court (both directions)

25 mph - in its entirety

Griffith Drive (both directions)

25 mph - from the centerline of Deauville Boulevard to the centerline of Candlestick Drive

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Minuteman Road

Hathaway Court (both directions)

25 mph - in its entirety

Haywood Drive (both directions)

25 mph - in its entirety

Heartland Avenue (both directions)

25 mph - in its entirety

Heartland Court (both directions)

25 mph - in its entirety

Hereford Boulevard (both directions)

25 mph - in its entirety

Highland Boulevard (both directions)

25 mph - in its entirety

Highland Court (both directions)

25 mph - in its entirety

Hillcrest Court (both directions)

25 mph - in its entirety

Hillcrest Place (both directions)

25 mph - in its entirety

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

Homeland Court (both directions)

25 mph - in its entirety

Homeland Drive (both directions)

25 mph - in its entirety

Homestead Boulevard (both directions)

25 mph - in its entirety

Homestead Court (both directions)

25 mph - in its entirety

Humble Avenue (both directions)

25 mph - from the centerline of Scharbauer Drive to the centerline of Big Spring Street

Illinois Avenue (both directions)

35 mph - from the centerline of Thomason Drive to the centerline of Andrews Highway

25 mph - from the centerline of Andrews Highway to the centerline of N Street

35 mph - from the centerline of N Street to the centerline of A Street

30 mph - from the centerline of A Street to the centerline of Front Street

Ironwood Drive (both directions)

25 mph - in its entirety

Island Circle (both directions)

25 mph - in its entirety

Island Drive (both directions)

25 mph - in its entirety

Jadewood Drive (both directions)

25 mph - in its entirety

Jamestown Street (both directions)

25 mph - in its entirety

July Fourth Road (both directions)

25 mph - in its entirety

King Kelly Court (both directions)

25 mph - in its entirety

Kirkwood Drive (both directions)

25 mph - in its entirety

Koufax Court (both directions)

25 mph - in its entirety

L'Enfant Lane (both directions)

25 mph - in its entirety

La Force Boulevard (both directions)

35 mph - from the centerline of Business Interstate 20 to the centerline of Banks

Drive

30 mph - from the centerline of Banks Drive to a point 590 feet east of Banks Drive

20 mph - from a point 590 feet east of Banks Drive to a point 1,155 feet east of Banks Drive

15 mph - from a point 1,155 feet east of Banks Drive to a point 2,560 feet east of Banks Drive

30 mph - from a point 2,560 feet east of Banks Drive to the centerline of La Force Boulevard

Lamesa Road (northbound)

45 mph - from the southern City limits to a point 195 feet north of the centerline of Taylor Avenue

40 mph - from a point 195 feet north of the centerline of Taylor Avenue to a point 245 feet north of the centerline of Wall Street

35 mph - from a point 245 feet north of the centerline of Wall Street to a point 170 feet north of Wadley Avenue

45 mph - from a point 170 feet north of Wadley Avenue to the centerline of the north service road of Loop 250

Lamesa Road (southbound)

45 mph - from the centerline of the north service road of Loop 250 to a point 130 feet south of the centerline of Wadley Avenue

35 mph - from a point 130 feet south of the centerline of Wadley Avenue to a point 140 feet north of the centerline of Missouri Avenue

40 mph - from a point 140 feet north of the centerline of Missouri Avenue to a point 180 feet south of the centerline of Taylor Avenue

45 mph - from a point 180 feet south of the centerline of Taylor Avenue to the southern City limits

Legends Boulevard (both directions)

25 mph - in its entirety

Mac Drive (both directions)

25 mph - in its entirety

Mantle Court (both directions)

25 mph - in its entirety

Mays Drive (both directions)

25 mph - in its entirety

McPherson Lane (both directions)

25 mph - in its entirety

Mel Ott Lane (both directions)

25 mph - in its entirety

Memorial Court (both directions)

25 mph - in its entirety

Midkiff Road (both directions)

40 mph - from the northern terminus of Midkiff Road to the centerline of Wall Street

35 mph - from the centerline of Wall Street to the centerline of Industrial Avenue

40 mph - from the centerline of Industrial Avenue to the centerline of Stokes Avenue

45 mph - from the centerline of Stokes Avenue to the southern City limits

Midland Drive (both directions)

35 mph - from the northern terminus of Midland Drive to the centerline of Green Tree Boulevard

45 mph - from the centerline of Green Tree Boulevard to the centerline of Loop 250

35 mph - from the centerline of Andrews Highway to the centerline of Wall Street

Mile High Lane (both directions)

25 mph - in its entirety

Minuteman Road (both directions)

25 mph - in its entirety

Mockingbird Lane (both directions)

30 mph - from the western terminus of Mockingbird Lane to the centerline of Midland Drive

45 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

40 mph - from the centerline of Midkiff Road to the centerline of Big Spring Street

45 mph - from the centerline of Big Spring Street to the eastern terminus of Mockingbird Lane

Mosswood Drive (both directions)

25 mph - in its entirety

Musial Way (both directions)

25 mph - in its entirety

Musket Drive (both directions)

25 mph - in its entirety

Neely Avenue (both directions)

30 mph - in its entirety

Nolan Ryan Drive (both directions)

25 mph - in its entirety

Olympic Court (both directions)

25 mph - in its entirety

O'Rourke Street (both directions)

25 mph - in its entirety

Pagewood Drive (both directions)

25 mph - in its entirety

Patriot Parkway (both directions)

25 mph - in its entirety

Pentagon Road (both directions)

25 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

Potomac Parkway (both directions)

25 mph - in its entirety

Prairie Ridge Drive (both directions)

25 mph - in its entirety

Rangers Court (both directions)

25 mph - in its entirety

Rankin Highway (both directions)

30 mph - from the centerline of Interstate 20 to the centerline of Business Interstate 20

Revere Place (both directions)

25 mph - in its entirety

Ridgemont Court (both directions)

25 mph - in its entirety

Ridgemont Place (both directions)

25 mph - in its entirety

Riverfront Drive (both directions)

25 mph - in its entirety

Roadrunner Trail (both directions)

40 mph - in its entirety

Rustic Trail (both directions)

25 mph - in its entirety

Scharbauer Drive (both directions)

35 mph - from the centerline Golf Course Road to the eastern terminus of Scharbauer Drive

Sequoia Drive (both directions)

25 mph - in its entirety

Shea Lane (both directions)

25 mph - in its entirety

Sloan Field Boulevard (both directions)

35 mph - from the centerline of Wright Drive to the centerline of Windecker Street

30 mph - from to centerline of Windecker Street to the eastern terminus of Sloan Field Boulevard into La Force Boulevard

Solomon Lane (both directions)

30 mph - in its entirety

Spahn Street (both directions)

25 mph - in its entirety

State Highway 349 (both directions)

65 mph - from the northern City limits to the southern boundary of Martin County

Sterling Court (both directions)

25 mph - in its entirety

Sterling Place (both directions)

25 mph - in its entirety

Stonecrest (both directions)

25 mph - in its entirety

Sundance Court (both directions)

25 mph - in its entirety

Sundance Place (both directions)

25 mph - in its entirety

Teakwood Trace (both directions)

25 mph - in its entirety

Thomas Paine Road (both directions)

25 mph - in its entirety

Thomason Drive (both directions)

35 mph - from the western terminus of Thomason Drive to the centerline of Holly Drive/Anetta Drive

30 mph - from the centerline of Holly Drive/Anetta Drive to the centerline of Wall Street

Three Rivers Lane (both directions)

25 mph - in its entirety

Todd Drive (both directions)

40 mph - from the northern terminus of Todd Drive to the centerline of Golf Course Road (within the City limits)

30 mph - from the centerline of Golf Course Road to the centerline of Business Interstate 20

Tradewinds Boulevard (both directions)

35 mph - from the centerline of the south service road of State Highway 191 to the centerline of Thomason Drive

40 mph - from the centerline of Thomason Drive to the centerline of the north service road of Business Interstate 20

Tumbleweed Trail (both directions)

40 mph - in its entirety

Valor Court (both directions)

25 mph - in its entirety

Valor Lane (both directions)

25 mph - in its entirety

Vanguard Road (both directions)

25 mph - in its entirety

Veterans Airpark Lane (both directions)

40 mph - in its entirety

Victory Parkway (both directions)

25 mph - in its entirety

Viva Max (both directions)

25 mph - in its entirety

Wadley Avenue (both directions)

40 mph - from the western terminus of Wadley Avenue to the centerline of Big Spring Street

35 mph - from the centerline of Big Spring Street to the centerline of Lamesa Road

45 mph - from the centerline of Lamesa Road to the eastern terminus of Wadley Avenue

Wagner Drive (both directions)

25 mph - in its entirety

Wagner Street (both directions)

25 mph - in its entirety

Wall Street (both directions)

35 mph - from the centerline of Andrews Highway to the centerline of B Street

30 mph - from the centerline of B Street to the centerline of Front Street

Winddrift (both directions)

25 mph - in its entirety

Wright Drive (both directions)

35 mph - in its entirety

SECTION TWO. That the above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by the City Traffic Engineer.

SECTION THREE. That the Traffic Engineer of the City of Midland is hereby authorized and directed to install appropriate speed zone signs commensurate with the provisions of this ordinance.

SECTION FOUR. That any person violating the prima facie speed limits established by this ordinance shall, upon conviction, be punished by a fine of not less than one Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00), as fully prescribed by Section 542.401 of the Texas Transportation Code.

SECTION FIVE. That Ordinance No. 10542 is hereby expressly repealed; and the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided,

however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Not repealed, amended, or in any way affected by this ordinance are those ordinances establishing speed limits in school zones or school crossings and those ordinances establishing temporary regulatory construction speed limits.

SECTION SIX. That repeal of the ordinances, or parts of ordinances, effectuated by the enactment of this ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation; or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION SEVEN. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



Date: September 10, 2024
To: The Honorable Mayor Blong and Council
From: Vanessa Magallanes, Chief Deputy City Secretary
Subject: Boards and Commissions Annual Recruitment

Dear Council, included with this memo are the applications received for the Boards and Commissions Annual Recruitment, a spreadsheet of the names of the applicants and what board they applied to, attendance records, and the Main Board list for your review to make appointments at the September 10th City Council meeting.

Airport Planning & Development Board:

1 – Re-appointment (Dave Joyner)

Animal Control Advisory Commission:

3 – Vacancies (Jensen (Veterinarian), Sport & Hotchkiss)

Barbara & George H.W. Bush Convention Center Advisory Board:

1 – Vacancy (Nelson)

Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals:

6 – Re-Appointments (Ryan Almand, Jay Bradford, T.J. McClure, Laurence Oeth, Gary Glasscock, Robert Anderson)

Capital Improvement Advisory Committee:

1 – Vacancy (Kohler)

Citizens Development & Hotel/Motel Advisory Board:

2 – Vacancies (Ofield & Harrison)

1 – Re-appointment (Ankur Bhakta)

Midland Housing Authority Commission:

1 – Re-appointment (Wes Gotcher)

Midland-Odessa Urban Transit District Board:

- 1 – Vacancy (Corrales)
- 2 – Re-appointments (Don “Woody” Woodward & Robert Crites)

Midland Spaceport Development Corporation:

- 1 – Vacancy (Tryson)

Oil & Gas Advisory Commission:

- 1 – Vacancy (Bullock)
- 1 – Re-appointment (Cameron Willmann)

Parks & Recreation Commission:

- 2 – Vacancies (Howard & Smith)

Zoning Board of Adjustment & Airport Zoning Board of Adjustment:

- 2 – Vacancies (Claybrook & Gerety)
- 4 – Alternate Vacancies

I would like to see if you all would like to appoint someone from Council as the Council Liaison that Councilman Corrales was a part of:

Animal Control Advisory Commission

Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals

Zoning Board of Adjustment & Airport Zoning Board of Adjustment

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

September 10, 2024

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

(Membership-10; Terms - 3 Years expiring 3-3-4.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028
Gena Linebarger	09/20	Sept 30 2026	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2026	Sept 30 2026
John Echols	09/23	Sept 30 2026	Sept 30 2029
Samuel Jolliffe V	09/23	Sept 30 2026	Sept 30 2029

Justine Ruff (Liaison)

Robin Poole (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)

(Membership - 7; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Melissa Griffin-Hobson (daily operations)	08/23	Sept 30 2025	Does Not Expire
VACANT (Jensen (Veterinarian))	04/20	Sept 30 2024	Does Not Expire
VACANT (Sport)	04/20	Sept 30 2024	Sept 30 2028
VACANT (Hotchkiss)	04/20	Sept 30 2024	Sept 30 2028
Dianne Anderson (County)	11/23	Sept 30 2027	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Melissa Griffin-Hobson (Staff Liaison)

Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD

(Advisory)

(Membership-7; City Appoints 4 Seats; Terms – 3 Years - **Staggered**)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
VACANT (Nelson)	09/23	Sept 30 2024	Sept 30 2027
Randall Milloy	09/23	Sept 30 2025	Sept 30 2028
Tucker Schneemann	09/23	Sept 30 2025	Sept 30 2028
Dillon Custer	09/23	Sept 30 2026	Sept 30 2029

Robin Poole (Council Liaison)

Non-voting Ex-Officio member is the City Governance Officer/City Secretary.

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Decision Making)

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Dean Kelly (Plumbing & Mechanical Contractor)	04/22	Sept 30 2028	Sept 30 2034
Kenneth Whiting (Fire Protection)	04/22	Sept 30 2028	Sept 30 2034
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030
Dan Corrales (Council Liaison)			

Eligibility Requirements: Members shall reside within the City.

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

Appt Date

Carl Craig	10/19
Walter Pate	06/18
Mark Payne	06/18
Brian Sales	06/18
VACANT (Koehler)	09/23
Gabriel McClelland (Staff Liaison)	09/23
Bill Scott	09/22
Robin Poole (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
VACANT (Harrison)	09/22	Sept 30 2024	Sept 30 2026
Clint Williamson	04/21*	Sept 30 2025	Sept 30 2025
Heather Bredimus	09/23	Sept 30 2025	Sept 30 2027
Shonna Garcia	03/24*	Sept 30 2025	Sept 30 2029
Charles Harrington	04/24*	Sept 30 2025	Sept 30 2029

Marcia Bentley-German (Staff Liaison)
 Robin Poole (Council Liaison)
 John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, "Municipal Hotel Occupancy Taxes", 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)

Five Directors, Elected by Local Taxing Entities.

City Nominates/Cast Vote for one Director

(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Robert McNaughton	11/15	Dec 31 2026

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029
Elvie Brown	10/23*	Jan 14 2025	Jan 14 2030

Vanessa Magallanes (Staff Liaison)
Amy Stretcher-Burkes (Council Liaison)
Lori Blong – Mayor (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)

(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)

(**Resolution** of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Barry Beal Jr. (Traci Proctor 2/24)	08/18	Sep 30 2024	Sep 30 2024
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2028
Elvie Brown	02/23	Sep 30 2026	Sep 30 2029

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Curt Kamradt	11/05*	Jan 1 2014	Jan 1 2014
Sharla Hotchkiss (Liaison)			

MIDLAND HOUSING AUTHORITY COMMISSION

(Separate Legal Entity)

(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)

Appointments Made by Mayor (LGC 392.031)

	<u>Appt Date</u>	<u>Term Expires</u>
Wes Gotcher	09/20	Oct 2024
Latoya Mayberry	06/21	Oct 2025
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2025
Michelle Evans	10/23	Oct 2025
Neville Peyton	10/23	Oct 2025

Isaac Garnett (Staff Liaison)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.**MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD**

(Decision Making/Separate Legal Entity)

(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2028
VACANT (Corrales)	09/22	Sept 30 2024	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028
Joseph Sanchez	12/19*	Sept 30 2027	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2029	Sept 30 2029
Brian Stubbs	06/22	Sept 30 2024	Sept 30 2028

Taha Sakrani (Staff Liaison)

MIDLAND SPACEPORT DEVELOPMENT CORPORATION

(Decision Making)

(Membership – 7 with 4 appointed by City of Midland & 3 by Midland County; 2 Year-Terms)

	<u>Appt Date</u>	<u>Term Expires</u>
Frank Kisner (City)	04/23	Sept 30 2025
Stephen Lowery (County)	02/24*	Sept 30 2025
Frank Tarzian (County)	02/24*	Sept 30 2025
Ed Anderson (County)	04/23	Sept 30 2025
John Trischitti III (City)	11/23	Sept 30 2025
Claudius Sanchez Czyzewska (City)	11/23	Sept 30 2025
VACANT (Tryson) (City)	11/23	Sept 30 2025

Justine Ruff (Staff Liaison)
PACKET

27.7

September 10, 2024

* Indicates appointment to an unexpired term.

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
VACANT (Bullock) (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2027
Cameron Willmann (Real Estate)	10/21*	Sept 30 2024	Sept 30 2027
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025
Layton Hargesheimer	10/23	Sept 30 2026	Sept 30 2029

Ron Jenkins (Staff Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.**PARKS AND RECREATION COMMISSION**

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
VACANT (Howard)	02/16*	Sept 30 2024	Sept 30 2024
VACANT (Smith)	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028
Susannah Prucka	04/20*	Sept 30 2026	Sept 30 2026
Dal Watson	09/20	Sept 30 2026	Sept 30 2026
Andra Jones	09/23	Sept 30 2026	Sept 30 2029

Laurie Williams (Staff Liaison)

John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.**PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)**

(Separate Legal Entity)

(Membership 9 - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Derek Cook (City)	06/21	June 2025
Mickey Cargile (City)*	09/23	June 2025

PERSONNEL BOARD OF APPEALS

(Decision Making)

(Membership - 3; No designated terms. Mayor appoints.)

	<u>Appt. Date</u>
Scott Dufford	01/14
Hugh A. "Andy" Shaffer	09/05
Lori Blong	01/23

Mark Widman (Staff Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)

(Membership - 7; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
Steven Villela	05/23*	Sept 30 2026	Sept 30 2029
Lucy Sisniega	09/20	Sept 30 2026	Sept 30 2026
John Burkholder	10/23	Sept 30 2026	Sept 30 2029
Brennan Berry	10/23	Sept 30 2026	Sept 30 2029

ALTERNATES:

Joshua Sparks	10/23	Sept 30 2026	Sept 30 2029
Dara Richardson	04/24*	Sept 30 2025	Sept 30 2031

Landon Ochoa (Staff Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)

(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
(VACANT) Claybrook	03/19*	Sept 30 2024	Sept 30 2024
(VACANT) Gerety	10/22	Sept 30 2024	Sept 30 2026
Rachel Walker	10/23	Sept 30 2025	Sept 30 2027
Elizabeth Moore	10/23	Sept 30 2025	Sept 30 2027
Robert Gray	01/21*	Sept 30 2027	Sept 30 2027

ALTERNATES: (not applicable to Airport Zoning)

VACANT (Schumann)	Sept 30 2025
VACANCY	Sept 30 2020
VACANCY	Sept 30 2020
VACANCY	Sept 30 2020

Jeff Pinkstaff (Staff Liaison)

****Updated: June 21, 2024****

SPREADSHEET LIST OF APPLICANTS AND BOARD/COMMISSION APPLIED FOR:

Airport Planning & Development Board	Animal Control Advisory Commission	Barbara & George H.W. Bush Convention Center	Capital Improvement Advisory Committee	Building & Fire Code Review Committee	Citizens Development & Hotel/Motel Advisory Board	Midland Downtown Park Conservancy Board	Midland Housing Authority Commission
1 – Re-appointment	3 – Vacancies	1 – Vacancy	1 – Vacancy	6 – Re-appointments	2 – Vacancies 1 – Re-appointment	NO VACANCIES	1 – Re-appointment
JoyK. Bryan Reeves	Devyn Daley	Brandon Ofield	Joshua Ferguson		Timothy Clifton	Chip Hight	Sheldon Kinnison
Brandon Ofield	Amanda Herd	Tim Jakel Jr.			Michael Dietrich		Gina Martin
Wesley Arrambide	Camille Bryant	Sherri Allen			Joy Maraio		
Rob Roy McDonald	Betsy Brininstool				Kelly Stout		
David Tryson	Marion Bryant				Tim Jakel Jr.		
Michael Dietrich	Sam Harrill				Daniel Garcia		
Gary Gray	Alexis Hope Gibson						
Steve Price	Shelly Haney						
Tom Segulja	Erin Drake						
Sherri Allen	Kelly Stout			Re-appointments:			
Matthew Wilson	Brandy Walkup			Ryan Almand			
Alan White	Daniel Norwood			Jay Bradford			
	MyRon McGee			T.J. McClure			
Re-appointment:				Laurence Oeth	Re-appointments:		Re-appointment:
Dave Joyner				Gary Glasscock	Ankur Bhakta		Wes Gotcher
				Robert Anderson			

SPREADSHEET LIST OF APPLICANTS AND BOARD/COMMISSION APPLIED FOR:

Midland-Odessa Urban Transit District Board	Midland Spaceport Development Corporation	Oil & Gas Advisory Committee	Parks & Recreation Commission	Permian Basin Community Center for MH/MR PermiaCare	Zoning Board of Adjustment & Airport Zoning Board of Adjustment	
1 – Vacancy 2 – Re-appointments	1 – Vacancy	1 – Vacancy 1 – Re- appointment	2 - Vacancies	NO VACANCIES	2 – Vacancies 4 – Alternate Vacancies	
Dalia Salinas-Tejeda	MyRon McGee	Justin Dolan	Dustin Johnson	Marion Bryant	Brentley LaFoy	
Bryan Ball		Vincent Doczy	Marion Bryant	Gina Martin		
Daniel Garcia		Michael Dietrich	Vincent Doczy			
Lindsey Adams		Damon Button	Brittany Halbert			
			Joy Paulson			
			Daniel Norwood			
			Max Kilgore			
			Weston Turner			
			Matthew Wilson			
			MyRon McGee			
Re-appointments:		Re-appointment:				
Don Woodward		Cameron Willmann				
Robert Crites						

AIRPORT PLANNING & DEVELOPMENT BOARD

(Advisory; Membership - 10: Terms - 3 Years Expiring 3-3-4)

Ex-Officio Members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Dave Joyner	Sept 30 2024	75%	6	8		Still interested in serving
Justin Kuethe	Sept 30 2025	63%	5	8		
Nick McClure	Sept 30 2025	75%	6	8		
James Linderman	Sept 30 2025	63%	5	8		
Frank Kisner	Sept 30 2025	100%	8	8		
Brandon Patterson	Sept 30 2025	63%	5	8		
Gena Linebarger	Sept 30 2026	75%	6	8		
Benjamin Fietz	Sept 30 2026	75%	6	8		
John Echols	Sept 30 2026	75%	6	8		
Samuel Jolliffe V	Sept 30 2026	75%	6	8		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
K. Bryan Reeves						
Brandon Ofield						
Wesley Arrambide						
Rob Roy McDonald						
David Tryson						
Michael Dietrich	CDHMAB & O&G					
Gary Gray						

Steve Price

Tom Segulja

Sherri Allen

Matthew Wilson

BCC

P&R

ANIMAL SERVICES ADVISORY COMMISSION
 (Decision Making; Membership - 6: Terms - 4 Years Expiring 4 odd and 2 even)
September 2021- August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Melissa Hobson (Daily Operations)	Sept 30 2025	100%	4	4		
VACANT (Jensen) (Vet)	Sept 30 2024	75%	3	4		
VACANT (Sport)	Sept 30 2024	75%	3	4		
VACANT (Hotchkiss)	Sept 30 2024	75%	3	4		
Dianne Anderson (County)	Sept 30 2027	100%	4	4		
Alyson Dial	Sept 30 2026	100%	4	4		
Beth Meeks	Sept 30 2026	50%	2	4		
APPLICANTS NAME	Additional Boards Applying to	NOTES				
Devyn Daley						
Amanda Herd						
Camille Bryant						
Betsey Brininstool						
Marion Bryant	P&R & PBCC					
Sam Harrill						
Alexis Hope Gibson						
Shelly Haney						
Erin Drake						

Kelly Stout
Brandy Walkup
Daniel Norwood **P&R & PBCC**
MyRon McGee **P&R & MSDC**

ANIMAL SERVICES ADVISORY COMMISSION
 (Decision Making; Membership - 6: Terms - 4 Years Expiring 4 odd and 2 even)
September 2023- August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Melissa Hobson (Daily Operations)	Sept 30 2025	100%	4	4		
VACANT (Jensen) (Vet)	Sept 30 2024	75%	3	4		
VACANT (Sport)	Sept 30 2024	75%	3	4		
VACANT (Hotchkiss)	Sept 30 2024	75%	3	4		
Dianne Anderson (County)	Sept 30 2027	100%	4	4		
Alyson Dial	Sept 30 2026	100%	4	4		
Beth Meeks	Sept 30 2026	50%	2	4		
APPLICANTS NAME	Additional Boards Applying to	NOTES				
Devyn Daley						
Amanda Herd						
Camille Bryant						
Betsey Brininstool						
Marion Bryant	P&R & PBCC					
Sam Harrill						
Alexis Hope Gibson						
Shelly Haney						
Erin Drake						

Kelly Stout
 Brandy Walkup
 Daniel Norwood P&R & PBCC
 MyRon McGee P&R & MSDC

BUILDING CODES REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Membership - 9; Terms - 6 Years)

September 2023 - August 2024

[illegible]

CAPITAL IMPROVEMENT ADVISORY COMMITTEE
(Advisory)

n of 40% must be representative of real estate, developemtn, or building industries who are not employees or officials of as political subdivision or government

September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Carl Craig		100%	2	2		
Walter Pate		100%	2	2		
Mark Payne		100%	2	2		
Brian Sales		100%	0	2		
VACANT (Koehler)		100%	2	2		
Bill Scott		0%	0	2		
Gabe McClelland		100%	2	2		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Joshua Ferguson						

MIDLAND HOUSING AUTHORITY COMMISSION
(Advisory; Membership - 5: Terms - 2 Years Expiring 2-3)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Wes Gotcher	Oct 30 2024	100%	5	5		Still Interested in Serving
Latoya Mayberry	Oct 30 2025	60%	3	5		
Cheryl Wadley	Oct 30 2025	100%	5	5		
Michelle Evans	Oct 30 2025	80%	4	5		
Neville Peyton	Oct 30 2025	100%	5	5		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Sheldon Kinnison	MDC					
Gina Martin	PBCC					

PARKS AND RECREATION COMMISSION
(Advisory; Membership - 9: Terms - 3 Years Expiring 3-3-3)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
VACANT (Howard)	Sept 30 2024	40%	2	5		
VACANT (Smith)	Sept 30 2025	60%	3	5		
Amber Voithorer	Sept 30 2025	100%	5	5		
Rachel Overman	Sept 30 2025	100%	5	5		
Sarah Judge	Sept 30 2025	60%	3	5		
Lynn Rodgers	Sept 30 2025	60%	3	5		
Susannah Prucka	Sept 30 2026	80%	4	5		
Dal Watson	Sept 30 2026	100%	5	5		
Andra Jones	Sept 30 2026	60%	3	5		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Dustin Johnson						
Marion Bryant	PBCC					
Vincent Doczy	O&G					
Brittany Halbert						
Joy Paulson	P&Z					
Danile Norwood	ASAC					
Max Kilgore						
Weston Turner						
Matthew Wilson	APDB					
MyRon McGee	ACAC & MSDC					

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISOR BOARD
(Membership - 7: City Appoints 4 Seats; Terms - 3 Years - Staggered)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
VACANT (Nelson)	Sept 30 2024	75%	3	4		
Randall Milloy	Sept 30 2025	100%	4	4		
Tucker Schneemann	Sept 30 2025	75%	3	4		
Dillon Custer	Sept 30 2026	100%	4	4		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Brandon Ofield	APDB					
Tim Jakel Jr.	CDHMAB					
Sherri Allen	APDB					

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD
(Membership - 7: Terms - 2 Years - Staggered)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Brandon Ofield	Sept 30 2024	100%	3	3		
Ankur Bhakta	Sept 30 2024	100%	3	3		
VACANT (Harrison)	Sept 30 2024	100%	3	3		
Clint Williamson	Sept 30 2025	100%	3	3		
Heather Bredimus	Sept 30 2025	100%	3	3		
Shonna Garcia	Sept 30 2025	100%	3	3		
Charles Harrington	Sept 30 2025	100%	1	1		Appointed April 2024
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Timothy Clifton						
Michael Dietrich	APDB & O&G					
Joy Maraio						
Kelly Stout	ACAC					
Tim Jakel Jr.	BCC					
Daniel Garcia	MOUADB					

(Advisory; Membership - 12 with 6 appointed by Midland: Terms - 2 Years Staggered; Can serve 3 terms)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Joseph Sanchez	Sept 30 2027	80%	8	10		
Daniel Norwood	Sept 30 2029	80%	8	10		
Brian Stubbs	Sept 30 2024	90%	9	10	Yes	
Don "Woody" Woodward	Sept 30 2024	80%	8	10	Yes	
VACANT (Corrales)	Sept 30 2024	0%	0	9		
Robert Crites	Sept 30 2024	89%	8	9	Yes	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Dalia Salinas-Tejeda						
Bryan Ball						
Daniel Garcia	CDHMAB					
Lindsey Adams						

MIDLAND SPACEPORT DEVELOPMENT CORPORATION
 (Decision Making; Membership - 7; 4 Appointed by City & 3 by County; Terms - 2 Years)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Frank Kisner (City)	Sept 30 2025	100%	4	4		
Stephen Lowery (County)	Sept 30 2025	100%	1	1		Appointed April 2024
Frank Tarzian (County)	Sept 30 2025	100%	1	1		Appointed April 2024
Ed Anderson (County)	Sept 30 2025	100%	4	4		
John Trischitti III (City)	Sept 30 2025	100%	2	2		Appointed January 2024
Claudius S Czyzewske (City)	Sept 30 2025	100%	2	2		Appointed January 2024
VACANT (Tryson) (City)	Sept 30 2025	50%	1	2		Appointed January 2024
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
MyRon McGee	ACAC & P&R					

OIL AND GAS ADVISORY BOEARD
(Membership - : Terms - 3 Years - Expiring 2-2-1)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Rhett Bullock	Sept 30 2024	50%	3	6		Resigned
Cameron Willmann	Sept 30 2024	83%	5	6		Interesting in continuing to serve
Scott Bowden	Sept 30 2025	67%	4	6		
Ross Klabon	Sept 30 2025	100%	6	6		
Layton Hargesheimer	Sept 30 2026	50%	3	6		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Justin Dolan	O&G					
Vincent Doczy	P&R					
Michael Dietrich	CDHMAB & MOUTDB					
Damon Button						

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
VACANT (Claybrook)	Sept 30 2024		0	0		
VACANT (Gerety)	Sept 30 2024		0	0		
Rachel Walker	Sept 30 2025		0	0		
Elizabeth Moore	Sept 30 2025		0	0		
Robert Gray	Sept 30 2027		0	0		
ALTERNATES: (not applicable to Airport Zoning)						
VACANT (Schumann)	Sept 30 2025		0	0		
VACANCY						
VACANCY						
VACANCY						
Applicants Name	Additional Boards Applying to	NOTES				
Brandon LaFoy	P&Z					



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Lindsey Adams

Address: 300 N. Loraine

Midland Texas 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 0 years.

Professional and/or Community Activities:

Work for the City of Midland as the Intergovernmental Relations Officer

Board Member for Keep Midland Beautiful

Date: 7/10/2024

Phone: 915-525-5875 (Home)

(Business)

Email: ladams@midlandtexas.gov

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Intergovernmental Relations Officer

What is your personal vision for the City?

I want to see that the residents of Midland have a safe, accessible and friendly environment to live, work and play

Please specify any time constraints you may have.

Work 8-5 but can be flexible for board meetings during the day

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

Please tell us why you are interested in serving on this board or commission.

This board makes decisions about the transit system in Midland, as we are making decisions about transportation projects, it is important

What contribution would you most like to make?

Ensure that the City of Midland and its residents have a voice when it comes to make decisions about our mass transit operations.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Lindsey Adams Digitally signed by Lindsey Adams
Date: 2024.07.10 10:48:33 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

**City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433**

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Wesley Arrambide

Address: 2303 Seaboard Ave

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 4 years.

Professional and/or Community Activities:

As a transplant to the city of Midland I am now in a position to have an impact in the future development of the city for residents.

I transferred to Midland in 2019 with Oxy from the Houston area and for the past 2 years have worked with ConocoPhillips and have seen the contribution from COP to our community and would like to contribute.

What is your personal vision for the City?

For the City of Midland to continue to grow and prosper.

Please specify any time constraints you may have.

No time constraints during the work week.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

As a transplant from Houston my family and i frequently fly through MAF and believe i could contribute to the future planning and development.

Date: 6/25/2024

Phone: 281-919-8600 (Home)

(Business)

Email: warrambide@hotmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Oil & Gas Professional

What contribution would you most like to make?

To give the best advice from a frequent user of MAF and contribute to it's growth as the city continues to grow.

Additional pertinent information or references:

Chuck Blumenauer - Former Midland Fire Chief

Russell Meyers - Former CEO Midland Memorial

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Sherri Allen
Address: 6339 Prairie Ridge Drive
Midland TX 79707
(City) (State) (Zip)

Date: 7/31/2024
Phone: 432-413-4360 (Home)
432-221-0474 (Business)
Email: sherri.l.allen@conocophillips.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 13.5 **years.**

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Accountant/Financial Analyst-ConocoPhillips

Professional and/or Community Activities:

PASPB/COPAS - Petroleum Accountants Society of the Permian Basin - Accredited Petroleum Accountant, Past President, Director

Bachelor's Degree- Double Major in Accounting & Business Administration

Volunteer/Fan/Attendee of various local school, city, church events. Love to travel, Enjoy family and activities.

What is your personal vision for the City?

Midland is a diamond in the rough with vast array of resources, technologies, central location and people that has shown to be vital to the state and US economy and expect increasing positive growth of visitors, attractions, businesses and energies.

Please specify any time constraints you may have.

My employer ConocoPhillips supports and encourages energies towards contributing to community boards/commissions.

Third Wednesdays are perfect for my schedule. I have the extra time to dedicate fully to this board.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I was very impressed with Justine Ruff and the presentation during Midland 101 this year. I feel called to serve on this board.

I have been an avid air traveler for many years. I find great interest in the travel industry, Airport and Space Port and would like

to contribute to promoting positive growth and development through my financial and managerial knowledge and travel experiences.

What contribution would you most like to make?

I would like to contribute my financial, planning, budget and management knowledge along with travel and airport experiences to support the airport and associated assets. Midland Int'l Air & Space Port continues to experience exciting growth & expect the trend to continue upward as an airport of choice and pride of the Midland/Odessa areas along with the rising Space tech needs of US

Additional pertinent information or references:

I have the time on Wednesdays to meet and third Wednesdays are perfect.

I appreciate the Midland 101 class and information (hats off to Martha Cortazar and her team) to educate and showcase the boards and commissions. I am proud to live in Midland and excited about future positive growth with the airport playing a vital role.

(2) Name of Board/Commission:

Barbara & George H.W. Bush Convention Center Advisory Board

What contribution would you most like to make?

Financial, planning and management advisement and support.

I have 15+ years of accounting management experience with a Bachelor's degree double major in Accounting & Business Administration.

Additional pertinent information or references:

I am proud to live in Midland and excited about the events that are held for the community and surrounding areas. The Convention Center is needed to enhance Business, Organizations, and Community offerings to attract positive energy into the City and downtown

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



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**City of Midland
City Secretary's Office
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Midland, TX 79702**

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Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Bryan A. Ball
Address: 2310 Culpeper Dr.
Midland, TX 79705
(City) (State) (Zip)

Date: 8/6/2024
Phone: (432) 210-2819 (Home)
(432) 813-5573 (Business)
Email: bryanball@mail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 16 **years.**

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Petroleum Senior Operations Engineer

Professional and/or Community Activities:

Midland West Rotary - Sergeant at Arms, Indian Princesses - Tally Keeper, Midland A&M Club, Minuet Club,

Society of Petroleum Engineers, Long time Live on Stage season ticket holder, and Petroleum Museum member

What is your personal vision for the City?

I see Midland as a place people want to come and make a home. I feel many of the projects going on currently are helping to foster that goal. This includes the new schools, new roads/highways, sports facilities, mental health center, first responder training facility, downtown improvements, zoo, etc. I want to do my part to add to the livability of the city for the entire cross-section of citizens here.

Please specify any time constraints you may have.

I work 7-5 M-Thurs, and 7-11 Friday. I generally have lunch availability from 11:30-1:30 though. My wife does bowling leagues Tues night, and the kids do piano lessons Thurs night.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

Please tell us why you are interested in serving on this board or commission.

I am interested in this particular board because I have seen it as a growing resource in the area. I see it as invaluable to many people in my own neighborhood. I also see the effect it can have on reducing traffic and congestion on our roads if it could expand

even further. I would like to do what I can to help it be run efficiently to provide the best services it can to the most people.

What contribution would you most like to make?

I am not completely familiar with what all of the oversight responsibilities of the board are for this agency. Regardless, I feel I have a background that can be utilized to provide valuable insight to steer the direction of the transit system. I'm interested in furthering the idea of expanded services, as well as maintaining efficiency and affordability.

Additional pertinent information or references:

I was raised in DFW, but moved here right after graduating college. I got attached after that, and haven't looked back. I have a family with a wife two small kids born in Midland, TX. At this point in my career I am a little more free to give back to the community, and have a desire to contribute where I think I could be helpful. I see this as an opportunity to just give back and help the community.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Bryan A Ball

Digitally signed by Bryan A Ball
Date: 2024.08.07 10:38:30 -05'00'

Applications may be submitted online via email or print in order to send by mail:

**City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702**

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Betsy Brininstool

Address: 2503 Learmont Dr.

Midland TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 41 years.

Professional and/or Community Activities:

I have worked for Home Hospice for 24 year and I recently began a private counseling practice. My family and I are members of St. Ann's Church, where I serve on the Parish Pastoral Council.

Date: 6/21/2024

Phone: 432-889-4285 (Home)

(Business)

Email: santafekylie@hotmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Clinical Social Worker

What is your personal vision for the City?

My vision is to make Midland somewhere that people want to live and where animals are safe and cared for.

Please specify any time constraints you may have.

I set my schedule for both of my jobs, so I should not have any time constraints.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Board

Please tell us why you are interested in serving on this board or commission.

My family has fostered dogs and cats with various local rescues for over 20 years. With fostering, I have seen firsthand the ways in which pets are not always a priority in our community.

What contribution would you most like to make?

I feel like I have a unique viewpoint due to our years of fostering here in our city.

Additional pertinent information or references:

Lori VanHoozer, Fix West Texas, 469-855-3649

Laura Hollifield, founder of Animal Outreach Organization, 432-528-6880

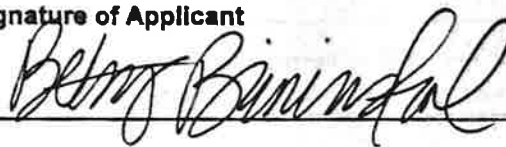
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Camille Bryant

Address: 5509 Highland Ct.

Midland Texas 79707

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 15 years.

Professional and/or Community Activities:

Professionally I strive to ensure Midland is an environmentally safe place to reside. I've volunteered and contributed financially to several local animal shelters, as well as rescued several animals. My interest in applying for the animal control advisory board stems from my passion for the work these shelters do, and I want to provide them with better strategies and resources to be more effective.

What is your personal vision for the City?

To focus on meeting the needs of animals and pet owners, focus on fostering and rehoming of animals in order to reduce the number of euthanized animals. Provide assistance and support for animals in need and elevating their status in the community. Partner with local shelters and animal organization to create a system where unwanted animals are placed in loving homes..

Please specify any time constraints you may have.

I have a flexible work schedule, but typically work from 7:30 til 16:00 five days a week.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Board

Please tell us why you are interested in serving on this board or commission.

I am a citizen of Midland and an animal lover. By serving on the board I believe we can work together to reduce the number of stray animals roaming the city, reduce the number of animals being euthanized and provide all animals a chance for a healthy ,loving home.

Date: 6/21/2024

Phone: 432.250.5056 (Home)

575.441.1099 (Business)

Email: camillebryant121@gamil.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Remediation Supervisor

What contribution would you most like to make?

To help Midland become a city that values all lives.

Additional pertinent information or references:

I believe all life is precious, and if given a chance, animals can enhance our lives by providing unconditional love and companionship

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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**City of Midland
City Secretary's Office
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Midland, TX 79702**

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Marion Bryant

Address: 5206 Lavaca Avenue

Midland, TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 16 years.

Professional and/or Community Activities:

Permian Basin CPA Society; Boards of Hospice of Midland and Hospice of Midland Endowment; Chaplain and Financial Secretary for the Negro Business & Professional Women Club of Midland; Republican Women of Midland member; Midland Business and Estal Council (MOBEC); Midland Rotary Club;

What is your personal vision for the City?

Midland is a thriving community that has shown itself to be resourceful and forward-thinking. My vision is for the City to be able to overcome the negative stereotypes of an O&G town. It does need to do more to attract young people and families who want to stay here to rear their families and contribute to Midland's health and well-being. I want to be a part of that growth and longevity.

Please specify any time constraints you may have.

Other than a couple of monthly (HOM) and quarterly (HOME) meetings at noon, I can arrange my time for the committees on which I could be appointed to serve for the duration of the terms.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Commission;

Parks and Recreation Commission

Permian Basin Community Center for MH/MR

Please tell us why you are interested in serving on this board or commission.

I want to learn more about the services of each organization listed above and how the community can better understand the services offered and the help available for not only the MH/MR community but also for those who can't speak for themselves

Date: 6/12/2024
Phone: 432-693-6652 (Home)
432-253-8972 (Business)
Email: marionbryant51@yahoo.com

Are you a graduate of Midland 101? ☒ yes ☐ no
Occupation: Senior Vice President & Trust Officer - SouthWest B

(the animals).

What contribution would you most like to make?

We've lived many places in our married life but have not been able to contribute much towards the betterment of our communities. Now, I have the time and the ability to be committed to whatever work is necessary to make Midland the best possible place to attract and keep businesses and families.

Additional pertinent information or references:

I've combined my interest in serving on the three Boards/Commissions in #1 and all the information on my contribution is applicable to each organization.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Marion Bryant

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City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Damon Button
Address: 2204 Bradford Ct
Midland TX 79705
(City) (State) (Zip)

Date: 7/26/2024
Phone: _____ (Home)
432-634-4623 (Business)
Email: dcblb1950@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 35 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Retired

Professional and/or Community Activities:

Retired CFO of Endeavor Energy Resources, LP

Former CFO of Clayton Williams gas processing and pipeline companies

Former Manger of KPMG, an international CPA firm

What is your personal vision for the City?

Continued growth and improved quality of life should be emphasized. Growth should be balanced through consideration of private residential and commerical real estate interests concerns always seeking a net win for the community.

Please specify any time constraints you may have.

My only residence is Midland. I travel occasionally for pleasure but, in general, will be available as required.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Oil & Gas Advisory commission

Please tell us why you are interested in serving on this board or commission.

I think I can add value through serving on Boards dealing with areas which I have substantial experience and expertise.

My goal in life after my retirement is to add value in every way.

What contribution would you most like to make?

My contribution would be hearing about issues from all points of view in a thoughtful, patient manner. I can contribute skills learned in a business career to mediate and develop an approach to problem solving. Through prior finance and oil and gas marketing jobs, I believe that I can provide an unique macro economic perspective.

Additional pertinent information or references:

Autry C. Stephens, Sole Member of Endeavor Petroleum Inc., general partner of Endeavor Energy Resources, LP

Don Evans, former Secretary of Commerce

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Timothy Kyle Clifton
Address: 4501 Hackberry Ct
Midland TX 79707
(City) (State) (Zip)

Date: 6/6/2024
Phone: 4323526888 (Home)
(Business)
Email: cliftonwins@yahoo.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 26 **years.**

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: VP of Sales for a Tech Company

Professional and/or Community Activities:

Most of my current local activities revolve around my son who is a student at MCS, a swimmer at COM, and active in Karate.

Me and my wife are active at Stonegate Church and also volunteer with the PBOBI fishing tournament benefitting Make a Wish.

I am a graduate of Lee High School and Texas Tech University.

What is your personal vision for the City?

To continue to grow Midland in a fiscally conservative and responsible way. To create the best city possible for generations to come.

Please specify any time constraints you may have.

I work from home and set my own schedule so I would be available as needed no matter what time of day

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

I am a 42 year old husband, father, and businessman who is very invested in this city's promotion and growth.

I was discussing wanting to get more involved with Brad Bullock and he suggested starting with a board or commission.

I am a third generation Midlander and have deep roots in this community.

What contribution would you most like to make?

To provide a fiscally conservative voice while promoting the city of Midland and it's growth.

Additional pertinent information or references:

Steve Coulon (let me know if you need contact information)

Koby West (let me know if you need contact information)

Brad Bullock (let me know if you need contact information)

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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**APPLICATION FOR CITY OF MIDLAND
BOARDS/COMMISSIONS/COMMITTEES**

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PLEASE TYPE OR PRINT CLEARLY:

Name: Dervyn Daley
Address: 3202 Boyd Avenue
Midland TX 79705
(City) (State) (Zip)

Date: 6/18/2024
Phone: 940-210-5078 (Home)
(Business)
Email: dervyndaley94@outlook -com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 6 years.

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Landman

Professional and/or Community Activities:

President/Founder of Permian Paws In Need 2023- Present
Foster Coordinator of Sassys Dogs Rescue 2020- 2023
Foster for various Rescues 2019- present

What is your personal vision for the City?

Continue to cultivate a positive reputation for Midland being a family friendly city & through that encourage responsible pet ownership that shows how friendly & safe midland is.

Please specify any time constraints you may have.

N/A Flexible Schedule

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Advisory Commission

Please tell us why you are interested in serving on this board or commission.

to be able to further help the animal welfare community & educate the public on responsible pet ownership

What contribution would you most like to make?

help brainstorm ways to increase adoptions, promote responsible pet ownership in the community, & improve animal welfare in the community.

Additional pertinent information or references:

Autumn Behannon: 432-661-9660

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Dwyn Dally

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PLEASE TYPE OR PRINT CLEARLY:

Name: Kelli Davis

Address: 4102 Stratton Dr.

Midland Texas 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 28 **years.**

Professional and/or Community Activities:

Founding member of Founder's Blend entrepreneurial group; member of Midland Chamber of Commerce; active member of Stonegate Fellowship; serve with youth group at Stonegate Fellowship.

Date: 1/29/2024

Phone: 806-928-5833 (Home)

432-253-0500 (Business)

Email: kelli@secondstory.co

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Managing Partner at Second Story Coworking

What is your personal vision for the City?

I would love to see Midland continue to grow into a city I am proud to raise my family in. This means finding GOOD solutions to schooling challenges, and seeing improvements in infrastructure and amenities. We're well on our way with current leadership, but strategic development & growth in key areas, like downtown, are crucial.

Please specify any time constraints you may have.

I own three businesses with my husband and have three kids so my time is as limited as anyone else's might be, but I have flexible hours and can make most anything work with advanced notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Downtown Park Conservancy Board

Please tell us why you are interested in serving on this board or commission.

We have owned a business in downtown Midland for almost 5 years now, and the growth has been amazing. I want to be in the loop on everything downtown-related, and also be a steward for the area. Proper protection & stewardship for our resources is essential.

What contribution would you most like to make?

The perspective of a downtown business owner is invaluable. Additionally, we have over 100 local businesses in and out of our space on a regular basis between our offices, coworking, meeting rooms and mailboxes, so I have my finger on the pulse of our business community. I would like to add this perspective and wisdom to the Downtown Park Conservancy Board.

Additional pertinent information or references:

References: Wes Perry, downtown business and building owner, wes@pbex.com

Laura Roman, downtown business partner and personal reference, laura.roman@weaver.com

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Kelli Davis

Digitally signed by Kelli Davis
DN: cn=Kelli Davis, c=US, o=Second Story Coworking,
email=kelli@secondstory.co
Reason: I attest to the accuracy and integrity of this document
Date: 2024.01.29 12:26:16 -06'00'

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Michael Dietrich

Address: 2500 Seaboard Ave

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 4.5 years.

Professional and/or Community Activities:

I've served on the Midland Country Club Membership and House Committees. I'm currently a member of ADAM-Permian, serve on the committee for MCRC's "Take the Money & Run" event, and am a very active parent for my kids schools (Hillander and the YMCA CLC). I love this community and want to get more involved.

What is your personal vision for the City?

Our city is the energy capital of the country and arguably the world. We should have TOP NOTCH amenities for every aspect of our lives. I want this city to grow and prosper and become a national spotlight city. So much important things go on here and we need to develop ourselves as a nationally prominent city.

Please specify any time constraints you may have.

I have a very flexible work schedule and a supportive wife. So I have seemingly no constraints.

Date: 6/5/2024

Phone: 281-513-4149 (Home)

(Business)

Email: Mike.wd1986@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Landman

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport planning and development board, Citizens Development and Hotel/Motel Advisory Board, Oil & Gas Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I want to serve the city I plan on raising my family in for many years to come. This board is really exciting for the expansion of opportunities for Midland and driving the growth we so badly need. Energy is the best industry in the world, but being able to

diversify and add aerospace would be fantastic. It is an exciting opportunity and I would love to be a part of it.

What contribution would you most like to make?

I would love to be part of this new and lasting legacy for our city. I want to contribute in any way that I can. I have a background in financial analysis and sales. I bring a background well suited for the outlook of this opportunity.

Additional pertinent information or references:

Spencer Robnett - 432-553-8545, Aron Marquez - 432-770-8624, Chris Blonkvist - 432-559-5784, Kevin Sparks - 432-556-0518

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Vincent Doczy
Address: 5518 Rio Grande Ave
Midland TX 79707
(City) (State) (Zip)

Date: 6/13/2024
Phone: 574.612.4494 (Home)
(Business)
Email: vince.doczy@conocophillips.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 7 **years.**

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Petroleum Engineer

Professional and/or Community Activities:

Society of Petroleum Engineers - Board Member

Patriot Network (Conocophillips) - Chair

Project214 - Board Member

What is your personal vision for the City?

I have adopted Midland as my home and want to see it be the best it can be.

Please specify any time constraints you may have.

I am employed during regular business hours. I am available most day with notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Oil and Gas Commission

Please tell us why you are interested in serving on this board or commission.

This is where the base of my expertise lies. I've been told we were short volunteers and I would like to step up for my community.

What contribution would you most like to make?

I would be happy assisting in anyway that I am able.

Additional pertinent information or references:

I have worked in teh Oil and Gas industry for 10 years and am currently employeeed at Conocophillips.

I have a masters degree in petroleum engineering.

(2) Name of Board/Commission:

Parks and Recreation comission

What contribution would you most like to make?

I would like to carry on the great tradition of the american parks system.

Additional pertinent information or references:

I regularly volunteer in park clean up events through Keep Midland Beautiful.

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Signature of Applicant

Vincent M Doczy

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PLEASE TYPE OR PRINT CLEARLY:

Name: Justin Dolan

Address: 810 Harvard Ave.

Midland TX 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁹ years.

Professional and/or Community Activities:

Community Children's Clinic Board Member; PBLA; Midland County Bar Association

Date: 7/26/2024

Phone: 214-682-6542 (Home)

432-688-1374 (Business)

Email: jdolan@lcalawfirm.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Attorney

What is your personal vision for the City?

I want it to grow and be a great place to raise my family. The infrastructure needs upgrading and we need to do better in order to attract employees and companies to stay in Midland.

Please specify any time constraints you may have.

I am flexible but also have two young children so during the work week is best time for me to meet.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning & Zoning

Please tell us why you are interested in serving on this board or commission.

The P&Z commission appeals to me as having a direct impact on what is built or allowed to be built in the city.

What contribution would you most like to make?

I would like to be involved on the decision making process in Midland and to better the community as a whole. I believe becoming actively involved with a board or commission is the best place to do just that.

Additional pertinent information or references:

(2) Name of Board/Commission:

Oil and Gas Advisory Commission

What contribution would you most like to make?

The Oil and Gas Advisory commission interests me because my main job focus is in the oil and gas field.

I feel like my work as an oil and gas attorney makes me qualified to help guide the direction of the city's oil and gas operations.

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Erin Drake

Address: 3505 Coquina LN

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 26 **years.**

Professional and/or Community Activities:

I am a board member of Petroleum Accountants Society of the Permian Basin. I am a member of the Uptown Midland Business and Professional Women and Women's Energy Network groups. I am the volunteer coordinator and a foster for Fix West Texas. I also volunteer with COM Aquatics as a swim parent.

What is your personal vision for the City?

I would love to see Midland become a safe haven for lost and stray animals. I would also love Midland to continue working toward having a stray-less animal population through the spay and neuter voucher program and other avenues.

Please specify any time constraints you may have.

I do not have any time constraints.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I am interested in serving on the Animal Control Advisory Commission because I'm passionate about animals and would be honored to be part of the positive change in our city for animals and citizens with pets.

Date: 5/30/2024

Phone: 432.978.1470 (Home)

(Business)

Email: edrake8521@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Accountant

What contribution would you most like to make?

I would like to contribute ideas on ways to help the city address the stray population and the dumping epidemic we experience. I would also like to contribute to the building and maintaining of relationships with and between Midland Animal Control and local the local rescues in our area.

Additional pertinent information or references:

N/A

(2) Name of Board/Commission:

N/A

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Glen Drake

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PLEASE TYPE OR PRINT CLEARLY:

Name: Josh Ferguson
Address: 1210 Lumina Court
Midland Texas 79705
(City) (State) (Zip)

Date: 8/28/2024
Phone: (940) 389-8858 (Home)
(432) 685-7290 (Business)
Email: jferguson@midlandtexas.gov

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 16.5 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Civil Engineer

Professional and/or Community Activities:

I am the current Assistant City Engineer for the City of Midland, and I have worked for the City as a civil engineer for 12.5 years. I am in my 3rd year as a member of my local church's Vestry (Christ Church Anglican), and I serve as the Vestry's Jr. Warden.

What is your personal vision for the City?

I think Midland has a lot of untapped potential if it can get out ahead of its development and growth so it can become more proactive rather than reactive. If it ever achieves that, not only would the lives of the average citizen improve, but I also believe that Midland would start attracting more things like the proposed zoo, and also get interest from industries that are not always tied to oil.

Please specify any time constraints you may have.

Monday - Friday from 8 am - 5 PM are my normal work hours. Sundays are for church, and my Vestry group meets on the 3rd Tuesday of every month at 6 PM. My schedule is otherwise pretty flexible, although my preference would be to meet in the evening during the week rather than on a Saturday.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Capital Improvement Advisory Committee

Please tell us why you are interested in serving on this board or commission.

Public infrastructure is the foundation that much of society depends on to function. The better that foundation works, the better off everything is that uses it. And the better planned things are before they're needed, the better and smoother things will go down the

line.

What contribution would you most like to make?

Help to anticipate the needs of the City as it develops and navigate the best way to successfully implement the capital improvements plan and other applicable elements in a way to address such needs responsibly and efficiently. If there are ways to do this while also improving how existing parts of Midland operate, then even better.

Additional pertinent information or references:

My references include Jose Ortiz, the City of Midland's Assistant City Manager, and Carl Craigo, the City of Midland's Utilities Director. As an engineer working for the City of Midland for over a decade, I have a considerable amount of knowledge about the City's public infrastructure and how it is designed, constructed, etc. and its impact on the City both on large and small scales.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Josh Ferguson

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FAX: (432) 685-7433**

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Daniel Garcia
Address: 4403 W Dengar Avenue
Midland Texas 79707
(City) (State) (Zip)

Date: 8/7/2024
Phone: 432.230.4966 (Home)
None (Business)
Email: danumpurs@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 39 years.

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Retired

Professional and/or Community Activities:

Texas Association of School Business Officials

What is your personal vision for the City?

To make Midland Texas the best city in Texas. To use our biggest asset to our advantage and make understand that Midland is leader not only in our region, but the entire state. We want those conventions coming to our city.

Please specify any time constraints you may have.

Currently I do not any time restraints. Certainly this could change if employment status changes.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

To have a say in the future of this city. I have applied a few times before to various boards but have not had the opportunity to serve.

What contribution would you most like to make?

To apply what I have learned from my past experiences and make a positive contribution towards the future of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

What contribution would you most like to make?

To apply what I have learned from my past experiences and make a positive contribution towards the future of Midland.

Additional pertinent information or references:

Lupe Villanueva - 432.934.1465, lupev@me.com, 4802 Lemonwood Court Midland Tx 79707

Rebecca Mull - 432.661.0298, mullrebecca7@gmail.com, 700 N Catherine Street Terrell Tx 75160

Haydee Pena- 915.244.4555, haydeepena_1@hotmail.com, 4900 Woodrow Bean Drive El Paso Tx 79924

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Signature of Applicant

Daniel Garcia Digitally signed by Daniel Garcia
Date: 2024.08.08 09:12:57 -05'00'

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PLEASE TYPE OR PRINT CLEARLY:

Name: Shonna Garcia

Address: 1 LaFayette PL

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁴⁷ years.

Professional and/or Community Activities:

I have been in the real estate industry since 1997. Currently one of three partners for Maven Real Estate Group I serve on the MHRA and the Archway Outreach Board. I created The Fabulous Women of Midland in 2016; that has now expanded to 5 other Texas counties. It started mostly as an avenue for women to meet other women but with the growth a non profit is selected each mo. to sup

What is your personal vision for the City?

I have loved watching our city grow and expand, Growing up here it is and always will be "Home" i would like the energy to stay strong on growth and creating a place that current Midlanders want to stay in and also creating a place new Midlander are excited to call home. In my business I often see the dreaded faces as people arrive, but then enjoy helping them buy their next property becau

Please specify any time constraints you may have.

As long as I know dates a head of time I can usually be present for meetings etc.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Hotel/Motel Board

Please tell us why you are interested in serving on this board or commission.

I think this board aligns well with my profession and passion for helping non profits.

Date: 2/28/2024

Phone: 432-559-6110 (Home)

(Business)

Email: shonna@scgrealestate.net

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Real Estate

What contribution would you most like to make?

Knowledge of Midland, non-profits, my connections with Midland as whole and women networks

Additional pertinent information or references:

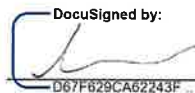
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

DocuSigned by:

D67F629CA62243F...

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City Secretary's Office

PO Box 1152

Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Alexis Hope Gibson

Address: 2413 Ranch Ave Midland, TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 **years.**

Professional and/or Community Activities:

I currently teach at Abell Junior High as an English teacher. In the past I have worked with Fair Havens and the Food Pantry.

I attended elementary, middle, high school, and college in Midland. Currently, I work for the school district for the 5th year.

Date: 06/05/24

Phone: 4322416526 (Home)

(Business)

Email: lexihopegibson@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: English Teacher

What is your personal vision for the City?

A better place to live for everyone- humans and animals. I would like to see our city grow and thrive as a more family centered community with more parks and places to spend time with each other and less of a business park that only appeals to work.

Please specify any time constraints you may have.

I am a school teacher for MISD so I follow the work calendar for the district.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I am an animal lover through and through. I have adopted all of my animals and I long to make sure that laws, while followed, are in the best interest of everyone involved and there are no groups falling through the cracks.

What contribution would you most like to make?

I would like to contribute to the welfare of the animals first and foremost. Having adopted several animals throughout my life here in Midland, I know what it takes to love these animals. I want to ensure the safety of the animals and the fairness of the shelter to the community members and help avoid tragic mistakes.

Additional pertinent information or references:

N/A

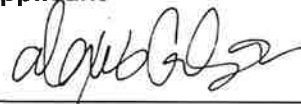
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Gary Gray

Address: 4309 Greenville Dr

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 27 years.

Professional and/or Community Activities:

previous - Midland Zoning/Airport Board of Adjustment / Teen Flow Board of Directors (President) / Midland Children's Rehab Center

Medical Advisory Board / Green Tree Country Club Board (President) / Texas Board of Physical Therapy Examiners (Chair) /

current - Green Tree Country Club Board of Governors / His Appointed Time Ministries Board of Directors

What is your personal vision for the City?

To move forward with improved facilities across the City as we cater to our citizens. This includes parks, restaurants, shopping and travel, part of which is the ability to conveniently and easily get to and from Midland by air.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

As someone who flies in and out of MAF almost weekly and pays great attention to small details, I feel that I can offer constructive input from a frequent user perspective as we strive to make our airport one of the best of its size.

Date: 7/29/2024

Phone: 432-352-7552 (Home)

432-221-5103 (Business)

Email: garygray@me.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Physical Therapist / business owner

What contribution would you most like to make?

Contribute to the betterment of travel in and out of Midland. While West Texas isn't beautiful, it has great opportunities and is a great place to live. One enticement however is the ease of traveling in and out by air travel whether private or commercial, and that experience needs to be the best it can possibly be.

Additional pertinent information or references:

References - Stephen Bowerman, President and CEO of Midland Memorial Hospital / Patrick Payton, former Mayor of Midland / Tom Craddick, Texas House of Representatives

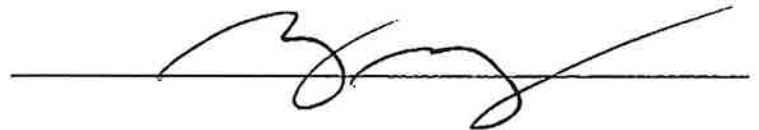
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Brittany Halbert

Address: 910 Almont Place

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 10 years.

Professional and/or Community Activities:

I am HR Director & Administrator at Lynch, Chappell & Alsup and just completed Year 1 of Leadership Midland. I am involved in Midland Panhellenic, Midland Christian School, and the Midland Chapter of Chi Omega Alumni. I currently volunteer with Boys and Girls Club, American Cancer Society and the United Way.

What is your personal vision for the City?

I love Midland and am proud of our city. I believe Midland is important to the world and to the global economy but must be invested in and cared for by our citizens on a local level. I am encouraged to see the progress that has been made as Midland invests in Midland, and I want to do my part to facilitate growth, conversation and pride in our community.

Please specify any time constraints you may have.

None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks & Recreation Commission

Please tell us why you are interested in serving on this board or commission.

As a parent of two young boys, I invest a lot of time at many of our local parks and understand the community investment. I want to continue to be the eyes, hands and mouth for the city to continue efforts and progress.

Date: 6/6/2024

Phone: 432-528-4317 (Home)

432-688-1370 (Business)

Email: bhalbert@lcalawfirm.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: HR Director, Lynch, Chappell & Alsup

What contribution would you most like to make?

I want to apply my business acument to review projects and plans that impact our city and citizens. As a business leader and as parent, I feel I have practical knowledge, realistic application and enthusiasm to contribute to the future of our community.

Additional pertinent information or references:

At Leadership Midland, we learned of the volume and geographic spread of the city's investment and some of the "how to's". Understanding the online process allowed me to submit a request for Butler park as TBall season began. The request was completetec within days. It was easy to explain to other parents that we can easily enact change if we are working on behalf of our community.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Shelly Haney

Address: 5308 Railea Court

Midland TX 79703

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 25 years.

Professional and/or Community Activities:

Public school educator with Midland ISD for 25 years (teacher, coach, administrator)

Graduate of Leadership Midland, 2023

Graduate of Nonprofit Executive Leadership Certification, Nonprofit Management Center, member @ Crestview Baptist Church

What is your personal vision for the City?

My vision is that Midland continue to evolve and grow with the times to meet the needs of our diverse community.

Please specify any time constraints you may have.

My workday is very flexible and I can be available most evenings and afternoons as needed.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

ANIMAL CONTROL ADVISORY COMMISSION BOARD

Please tell us why you are interested in serving on this board or commission.

I am an animal lover and have only owned rescued pets. I would love to work to help control the pet population in Midland.

I do realize that we can't save them all, though.

Date: 5/31/2024

Phone: 432-741-1424 (Home)

432-685-6767 (Business)

Email: shaney@midland.edu

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Midland College - Executive Director of Retention, F

I have been recently impressed with the partnerships I have seen the animal shelter have with local rescues to save animals.

What contribution would you most like to make?

I would like to continue to partner with local rescues to get adoptable animals out of the shelter and into homes!

i would like to serve Midland beyond the work I have done in the education field for 25 years.

Additional pertinent information or references:

Susannah Prucka 512-635-2803

Andra Jones 940-206-6037

Brian Stubbs 432-413-3455

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Shelly Hanez

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PLEASE TYPE OR PRINT CLEARLY:

Name: Sam F. Harrill

Address: 712 W. Kansas Ave

Midland TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 30 **years.**

Professional and/or Community Activities:

Owner High Plains Exploration Company (Inc) 30 years in Business

Volunteered 5 years at Helping Hands of Midland

Board Member Midland Community Ensembles

What is your personal vision for the City?

Zero Kill

Please specify any time constraints you may have.

Monday Evenings

Occasional Saturdays

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Services Advisory Commission

Please tell us why you are interested in serving on this board or commission.

Promote a Zero Kill future and Responsible Pet Ownership

Date: 6/3/2024

Phone: 432-559-5336 (Home)

(Business)

Email: sharrill@johnmclarkinc.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Geophysicist

What contribution would you most like to make?

See Above

Additional pertinent information or references:

Jessica Todia, DVM (432) 425-3533

Mary Hardin, Helping Hands of Midland (432) 528-6265

Carol Savage, Cat Wrangle (432) 967-0653

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



6/10/24

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PLEASE TYPE OR PRINT CLEARLY:

Name: Jonny Heins

Address: 3400 Choate Pl

Midland TX 79707

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁶ years.

Professional and/or Community Activities:

I currently serve as the Senior Director of Corporate Affairs at Permian Resources where I oversee government affairs, community affairs, real estate, and charitable giving. Since moving to Midland in 2017, I have been active in the community, serving as the Board President of Spectrum of Solutions, a local nonprofit. I also assisted with the initial development of Centennial Park.

What is your personal vision for the City?

Midland has made great leaps forward since I moved here in 2017. It has been exciting to play a small part in the growth of the City, including working on Concho's real estate development projects and assisting with the Spectrum's headquarters construction. My vision for the City is for the younger generation of Midlanders to continue take an active role in the future development of the City.

Please specify any time constraints you may have.

None. I served as an initial board member for the Midland Downtown Park Conservancy at formation in 2018. I am currently the Secretary of the Conservancy and have attended nearly every board meeting of the Conservancy since inception.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Downtown Park Conservancy Board.

Please tell us why you are interested in serving on this board or commission.

Having worked on the formation of the Conservancy, the construction of Centennial Park, and numerous issues that have faced the Conservancy over the past five years, I have a unique understanding of the history and aspirations of the Conservancy. I am

Date: 1/29/2024

Phone: 713-829-3581 (Home)

713-829-3581 (Business)

Email: jonnyheins@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Senior Director of Corporate Affairs/Attorney

an attorney and can also provide legal guidance to the Board, which I have also done in the past.

What contribution would you most like to make?

I would like to assist Centennial Park in its continued role as a catalyst for downtown development. With future projects in the vicinity, including the Santa Rita Hotel, I think there are great opportunities for partnership, which I have the background to assist with. There will also be legal challenges associated with such projects that I can help solve creatively.

Additional pertinent information or references:

I currently serve on (1) the Board of Trustees of Trinity School of Midland, (2) the Board of the Permian Basin Petroleum Association, (3) the Board of the Downtown Midland Management District, (4) the Management Committee of the Permian Strategic Partnership, and (5) the Management Committee of AXPC. References: Chris Boehler (713-320-8313). Scott Kidwell (432-553-0668).

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Jonny Heins

Digitally signed by Jonny Heins
Date: 2024.01.29 17:10:20 -06'00'

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PLEASE TYPE OR PRINT CLEARLY:

Name: Amanda Herd
Address: 6510 Hall of Fame Blvd.
Midland TX 79706
(City) (State) (Zip)

Date: 6/21/2024
Phone: 432-818-4090 (Home)
____ (Business)
Email: amanda.herd@plains.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 1 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Emergency Response & Security Management Spe

Professional and/or Community Activities:

I volunteer at Midland Baptist Crisis Center, Mission Agape and Fields Edge

I attend Idle Hand's Ministry and Redeemer Church

What is your personal vision for the City?

As a lover of animals, my passion is to assist with the overpopulation of dogs and cats in Midland. I would like to be apart of this board

My personal goal is to assist and volunteer with Fix West Texas.

Please specify any time constraints you may have.

I work a full-time position at Plains All American Pipeline. 7am- 4pm Monday thru Friday.

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(1) Name of Board/Commission:

I am currently serving on the Political Action Committee for my company, Plains. I have the opportunity to meet with local U.S. repres

representative, August Leuger, this year. I will be able
to share my dreams and goals for Midland.

Please tell us why you are interested in serving on this board or commission.

I want to bring my vision to life. I know Midland has the resources to assist our local community.

What contribution would you most like to make?

With a regulatory and compliance background. I am familiar on Texas state regulations and ordinances.

Additional pertinent information or references:

Karen Ward, Governmental Affairs with Plains

(2) Name of Board/Commission:

N/A

What contribution would you most like to make?

N/A

Additional pertinent information or references:

N/A

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Signature of Applicant

Amanda R. H. [Signature]

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What contribution would you most like to make?

As a downtown/park adjacent business owner, I bring first hand knowledge of the downtown landscape

Additional pertinent information or references:

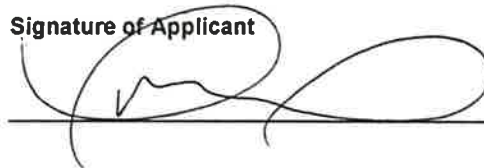
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Tim Jakel Jr.

Address: 2309 Country Club Drive
Midland TX 79701
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 31 years.

Professional and/or Community Activities:

Not prof: professional/Director, VP of Alumni - Midland College, NEZC,
Volunteer, United Way Olessa Committee member.

What is your personal vision for the City?

To grow opportunities & infrastructure with the demanding growth
of the population.

Please specify any time constraints you may have.

N/A - dependant on work schedule (I am flexible)

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Barbara & George H. W. Bush Convention Center Advisory
Board

Please tell us why you are interested in serving on this board or commission.

Roscoe brought up in multiple conversations and I am heavily
involved in utilizing Bush Convention Center. Also wanting to be
more involved.

Date: 8/7/24
Phone: 432-253-1001 (Home)
____ (Business)
Email: ~~tim.jakel@casadeamigosmidland.org~~
tjakel@casadeamigos
midland.org

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Director of Development &
Donor Engagement

PACKET

27.80

September 10, 2024

What contribution would you most like to make?

Time, effort and guidance

Additional pertinent information or references:

(chevron)

References include David Chancellor, Valerie Acosta, Karmen Bryant, Anthony Carrillo (mcdonalds owner), Shelly Williams (oxy), Genene DeLeon (mccu),

(2) Name of Board/Commission:

If not first choice - Citizens Development & Hotel/Motel Advisory Board

What contribution would you most like to make?

Time, effort and guidance

Additional pertinent information or references:

NA

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Dustin Johnson
Address: 700 McDonald St
Midland Tx 79703
(City) (State) (Zip)

Date: 7/2/2024
Phone: 432-889-3855 (Home)
(Business)
Email: dustyjoe2006@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 32 **years.**

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Architectural Draftsman

Professional and/or Community Activities:

Founder and President of The Midland Skatepark Association

What is your personal vision for the City?

To improve the parks and recreations for our community and get it on the scale of some of the other bigger cities that have top tier Green Spaces. But most importantly focus on the group that goes ignored and that is the action sports community. We could have future olympic athletes out there and we all know Midland is proud of their Olympic Athletes.

Please specify any time constraints you may have.

As long as I have a heads up my employer will be ok I can let them know and adjust my schedule to attend meetings.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recs Commission

Please tell us why you are interested in serving on this board or commission.

The action sports community needs a voice in city leadership and planning and I have been that voice since 2018 and feel this would be a great fit for me

What contribution would you most like to make?

Fresh set of eyes to parks and green space concepts i have spent a tremendous amount of time traveling to big cities and love to enjoy their parks and green spaces and i feel i could bring that here.

Additional pertinent information or references:

Ive been wanting to be on this board for quite some time and feel like it needs a positive shake up to make things flow better

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Dustin Johnson

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PLEASE TYPE OR PRINT CLEARLY:

Name: JOHN L KENNEDY

Address: 1202 DOUGLAS AVE

MIDLAND TEXAS 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 38 years.

Professional and/or Community Activities:

TRUSTEE FOR PETROLEUM MUSEUM

FIRST PRESBYTERIAN OF MIDLAND

GRADUATE OF LEADERSHIP MIDLAND

What is your personal vision for the City?

TO BECOME A CITY THAT PEOPLE WANT TO RELOCATE TO
INCREASE OUR QUALITY OF LIFE

Please specify any time constraints you may have.

NONE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

DOWNTOWN CONSERVANCY

Please tell us why you are interested in serving on this board or commission.

HELP MAKE DOWNTOWN A PLACE TO GO TO

Date: 2/15/2024

Phone: 432-288-4118 (Home)

(Business)

Email: OLKMIDLAND@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: FINANCIAL PROFESSIONAL

What contribution would you most like to make?

My TIME & EFFORT

Additional pertinent information or references:

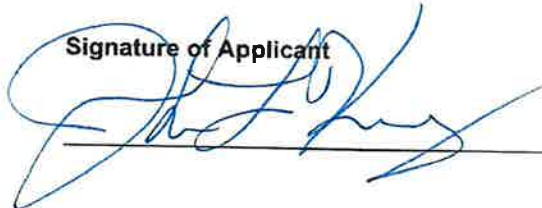
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

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City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Max Kilgore

Address: 210 Club Drive

Midland TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 6 years.

Professional and/or Community Activities:

Stonegate Small Group, Regular open mic participant at The Destination

Date: 8/9/2024

Phone: 432-556-1947 (Home)

(Business)

Email: maxkilgore@icloud.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Lease Operator

What is your personal vision for the City?

To continue to evolve Midland into a thriving, sustainable and diversified city that honors our oil and gas legacy while embracing innovation, community wellness, and environmental stewardship.

Please specify any time constraints you may have.

N/A

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Advisory Board

PACKET

27.86

September 10, 2024

Please tell us why you are interested in serving on this board or commission.

What contribution would you most like to make?

I would like to maximize and upgrade existing infrastructure in a fiscally responsible way.

Additional pertinent information or references:

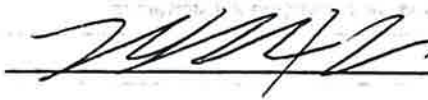
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Shelden Kinnison

Address: 2508 Country Club Drive

Midland Texas 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 10 years.

Professional and/or Community Activities:

Outside of working full time for ChemTech Services, Inc. for the past decade, my time is utilized by pastoring a small church in our community, First Family Fellowship. I also spend extensive time coaching T-ball (MJBA), soccer (MSA), Volleyball (Boys and Girls Club), and basketball (Upwards at FBCM). My wife and I also spent 5 years serving at SHARE for children with disabilities in Midland

What is your personal vision for the City?

My personal vision for the city is for our city to be one that serves, improves, and grows in healthy ways. We must be a community that looks like Christ in our services and progressions. I desire to be a supportive catalyst for improvements in our community.

"We are in Midland, with Midland, and for Midland."

Please specify any time constraints you may have.

Due to my pastoral obligations, the weekends are typically not a good time for me to meet. Evenings after 7pm would be complex as well due to my responsibilities as a husband and father.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

"Development equates to improvement." Therefore, I desire to be a part of the team that assists in continually improving our city by focusing on development and all that entails.

Date: 6/7/2024

Phone: 469-732-6787 (Home)

(Business)

Email: skinnison@chemtechserv.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Regional Operations Manager

What contribution would you most like to make?

The contribution I would most like to make is use my collaboration and verbalization skills when it comes to developmental needs for our wonderful city. I have a mind for leadership, vision, and implementation. I am able to be a big picture partner if needed, and I am also skilled in little details if my focus is needed there.

Additional pertinent information or references:

As a 32-year-old who is married with 4 children, we are rooted in Midland, Texas. This is our home and I have the desire to be a part of the great teams that make our community wonderful, and I want to be a part of the great teams that cast vision and implementation in regards to continued improvements.

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

I would like to be a part of the team that assists our community members that cannot assist themselves. People matter and I want to show them that Midland sees them as members that matter to us as a community at large.

Additional pertinent information or references:

Scott Dufford: 432-559-8471

Jonathan Cotton: 432-741-5390

Darn Wood: 432-248-9648

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Brentley LaFoy

Address: 1506 North D Street

Midland TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 24 years.

Professional and/or Community Activities:

Young Professionals of Midland

Young Professionals Network - Realtors

TREPAC Committee

What is your personal vision for the City?

I want Midland to thrive with innovation and sustainability. It's not just about oil and gas anymore; Education should be a priority,
making sure our schools get the resources they need and giving everyone in our community chances to learn throughout their lives.

We need to make sure our city grows in a smart way that meets the needs of everyone who lives here.

Please specify any time constraints you may have.

I work part time for David H. Arrington Oil and Gas, I am a Real Estate agent with Fathom Realty, and I run a small local snow cone
stand. These are time constraints that I may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning

Airport Zoning Board of Adjustment & Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

I care about planning and zoning because it affects how our neighborhoods and cities grow, I want to contribute by helping make sure
its done responsibly for our community. It also means making sure everyone's voices are heard and that we all have a fair

Date: 2/26/2024

Phone: (432) 934-1529 (Home)

(Business)

Email: brentley@risegroupprealstate.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Self-Employed

say in how things develop around us.

What contribution would you most like to make?

As a young and driven individual, I aim to learn and contribute to my community. With my background in real estate, I seek to sharpen my skills through this committee and bring added value to my community. My goal is to make contributions by assisting in shaping the future of Midland.

Additional pertinent information or references:

Derek Whiting

Bobby Burns

David H. Arrington

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Joy Maraio
Address: 1400 Princeton Ave
Midland TX 79701
(City) (State) (Zip)

Date: March 1, 2024
Phone: 432-352-7777 (Home)
(Business)
Email: joymaraio@yahoo.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 23 years.

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Director of Marketing for the MCHS.

Professional and/or Community Activities:

I have served on the City of Midland Beautification Committee and also was the chair of the community advisory committee for the Midland Center.

What is your personal vision for the City?

To increase downtown beautification and development to create a more robust urbanization of Midland.

Please specify any time constraints you may have.

I work full time but can schedule professional meetings such as attending Advisory Board meetings.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development Hotel/Motel Advisory Board.

Please tell us why you are interested in serving on this board or commission.

During the last two decades, I have been actively involved in promoting development in Midland and wish continue to do so by serving on the Hotel/Motel Advisory Board.

What contribution would you most like to make?

Extensive experience in community engagement and public relations. As well, I worked for the City of Calgary in Canada as an Information Officer.

Additional pertinent information or references:

I have been working at Midland Community Healthcare Services and had the pleasure of meeting with several staff members of the

(2) Name of Board/Commission:

City of Midland.

< Citizens Development motel/Hotel Advisory Board

What contribution would you most like to make?

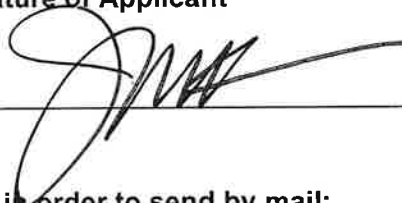
I am confident to be a pro-active member of the Board to hopefully fulfill my obligations to the City for the benefit of the community.

Additional pertinent information or references:

- Tommy Gonzalez } Both gentlemen have met and/or
- Stuart Doreen } seen my work in development and marketing.

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PLEASE TYPE OR PRINT CLEARLY:

Name: Gina Adams Martin
Address: 2604 Bluebird Lane
Midland TX 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 45 **years.**

Professional and/or Community Activities:

I'm an entrepreneur - I have my own private practice (Licensed Professional Counselor. My husband & I as well as all 3 of our children have grown up in Midland, graduated from LHS & MHS. I am an active member in musical groups in/around Midland - Midland College's non-profit community concert band as well as a local cover band which plays at many local venues.

What is your personal vision for the City?

For Midland to be a healthy community for people of all walks of life to live & preferably thrive; for citizens to have access to affordable housing as well as mental health services

Please specify any time constraints you may have.

No constraints. I have the ability to schedule my days as I need to.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Permian Basin Community Center for MH/MR

Please tell us why you are interested in serving on this board or commission.

I am a mental health counselor (Licensed Professional Counselor) in private practice. I have spent many years providing services to low-income citizens while I counseled at area non-profits

Date: Aug. 9, 2024
Phone: 432-238-0597 (Home)
432-271-4624 (Business)
Email: gamttgab5@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Licensed Professional Counselor

What contribution would you most like to make?

Honestly, I don't know. I just feel like this is an area I have expertise & interest in, & if my expertise as an LPC

is needed here, I'd like to make myself available.

I'd like to help facilitate the accessibility of mental health services to all citizens of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland Housing Authority Commission

What contribution would you most like to make?

I have seen the struggle that many low-income individuals have had with acquiring housing in Midland &

my heart goes out to them. I'd like to better understand the system & hopeful be a liaison between these individuals &

& their access to the housing options in Midland

Additional pertinent information or references:

This online form will not allow me to insert a signature (below). The "submit via email" button does not function properly either.

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Signature of Applicant

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PLEASE TYPE OR PRINT CLEARLY:

Name: RobRoy McDonald

Address: PO Box 2452

Midland TX 79702

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ¹⁷ years.

Professional and/or Community Activities:

VP of Land, Deep Blue; Active member of PBLA since 2007; AAPL; Served on various advisory boards at Midland Country Club

Date: 7/29/2024

Phone: 210.323.8685 (Home)

(Business)

Email: goneflyfishing@hotmail.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Landman

What is your personal vision for the City?

Continued growth efforts in industry, housing, professional and leisure

Please specify any time constraints you may have.

none

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board: (Advisory)

Please tell us why you are interested in serving on this board or commission.

Our airports are the most important bait for luring talent into Midland. More talent in the Permian Basin turns into more opportunities for industry growth, which then trickles down into more leisure activity for our citizens.

What contribution would you most like to make?

Insert a new voice to the conversation and disseminate that information to our citizens.

Additional pertinent information or references:

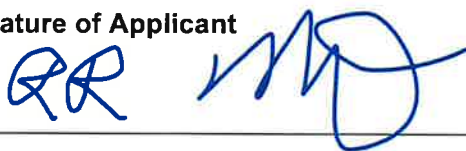
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Name: Myron McGee

Address: 709 Dellwood St.

Midland TX 79707

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 8 years.

Professional and/or Community Activities:

Alpha Phi Alpha Fraternity Incorporated
Midland Masonic Lodge

Date: 8/9/2024

Phone: 432-312-2699 (Home)

_____(Business)

Email: myronmcgee@gmail.com

myronmcgee@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Graduate Student

What is your personal vision for the City?

My vision for the city is to continue infrastructure improvements and make Midland an environment for young people + young families to thrive.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I'm an animal lover + want to be in a position to aid this commission in making great decisions that benefit Midland + the Midland Animal Shelter

What contribution would you most like to make?

I would like to be a positive voice & represent the younger city constituency.

Additional pertinent information or references:

Morris Williams- Deputy City Manager

(2) Name of Board/Commission:

Parks & Recreation; Midland Spaceport and Development Corporation

What contribution would you most like to make?

I frequent Midland parks and would use my personal experiences to suggest improvements, talk with neighbors, and continue to ensure they are safe and clean.

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Name: DANIEL S. NORWOOD

Address: 1705 MABERRY

MIDLAND TX. 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 66 years.

Professional and/or Community Activities:

Past BOARD MEMBER OF Big Brothers, Heart Assoc, CANCER, Centered for
Divorced women, Current MEMBER of MORTD which I WAS ASKED
to join AFTER MIDLAND 101 WAS DISBANED b/c of COVID. ALSO

What is your personal vision for the City?

TO continue to watch it grow & attract new businesses for
everyone to enjoy.

SERVED ON ALLOCATION COMMITTEE FOR CMM A few
YEARS
AGO.

Please specify any time constraints you may have.

NONE - FYI I CAME BACK TO MIDLAND IN Aug of 81 AFTER
GRADUATING FROM UT-AUSTIN & WAS ON THE BOARDS MATCHED ABOVE
UNTIL FALL OF 1992 WHEN MY WIFE & I STARTED OUR FAMILY.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

ANIMAL COMRA

Please tell us why you are interested in serving on this board or commission.

I OWN 4 DOGS, TAKE GREAT CARE OF THEM & WOULD LIKE TO SEE AN
PET POPULATION GET UNDER CONTROL.

Date: 7-30-2024

Phone: 682-5544 (Home)

618-5012 (Business)

Email: danny@dannyandnora.com

* I WAS IN THE CLASS WHEN COVID
HAPPENED SO IT NEVER FINISHED.

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: REALTOR

What contribution would you most like to make?

FOR STARTERS, VOLUNTEER TO WALK DOGS THAT CITY HAS
IMPLEMENTED.

Additional pertinent information or references:

(2) Name of Board/Commission:

PARKS & RECREATION

What contribution would you most like to make?

MY KIDS GREW UP @ FASHEN PARK & IT HAS BEEN UPDATED
MANY TIMES OVER THE YEARS. WOULD LIKE TO SEE OTHER
PARKS GET UPDATED IN TIME.

Additional pertinent information or references:

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Signature of Applicant

Daniel S. Norwood

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PLEASE TYPE OR PRINT CLEARLY:

Name: Brandon P Ofield

Address: 5 Reo Ct

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 38 years.

Professional and/or Community Activities:

Previously served two terms on the Hotel/Motel Tax/Citizens Advisory Committee for the city of Midland, 2 years as Chairman.

Date: 7/23/2024

Phone: 432-413-9196 (Home)

432-458-3675 (Business)

Email: ofieldb@gmail.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Accounting

What is your personal vision for the City?

I envision a Midland with various quality of life options for everyone. Midland is my hometown and I want everyone to see the potential it has. Most of my good friends are not native Midlanders or even Texans, but they have great things to say about our city and its citizens. Midland must adapt to attract quality businesses and residents but do so in a fiscally responsible way.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I would love the opportunity to advise Council on the best use of Airport resources and land. The airports have seen a rise in usage and increase in traffic which in turn calls for common sense solutions to parking and crowd management. Attracting new service

routes from airlines and the hiring and retention of support staff should be at the forefront.

What contribution would you most like to make?

I honestly just love to serve the city i was born in and call home.

Additional pertinent information or references:

(2) Name of Board/Commission:

Barbara & George HW Bush Convention Center Advisory Board

What contribution would you most like to make?

Provide sound advice to the City Council on all matters related to the convention center. Assist in seeing the convention center promote and grow the events held there.

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Name: Joy L. Paulson

Address: 1001 N Garfield

Midland TX 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 37 **years.**

Professional and/or Community Activities:

Worked at Midland Memorial in Information Technology from 1998-2023 - Presently Executive Director of Keep Midland Beautiful

Served on the United Way Allocation Panel for 7 years.

Date: 3/28/2024

Phone: 432-638-4473 (Home)

432-688-7745 (Business)

Email: jpaulson@keepmidlandbeautiful.org

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Executive Director Keep Midland Beautiful

What is your personal vision for the City?

As a long time volunteer, board member and now Executive Director of Keep Midland Beautiful - I see the transformations the community has grown into and continues to grow. My personal vision would to see our community also grow into more mindfulness of litter prevention, water conservation and expanding on our minimal recycling programs and options. I would like to bring that educa

Please specify any time constraints you may have.

Once a month - every second Tuesday of the month I have Executive Committee and Board of Directors meetings

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(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

It will give me an opportunity to contribute to the future vision and direction of our community and to serve as a partnered leader for the betterment of our community. It's opportunity to also see diverse points of views and step out of the comfort zone

What contribution would you most like to make?

An opprotunity to make our community better with right things in the right places that will have a positive impact on our city. I would be honored and humbled to be apart of that impact

Additional pertinent information or references:

I am signed up to attend the next Midland 101

(2) Name of Board/Commission:

Parks and Recreation

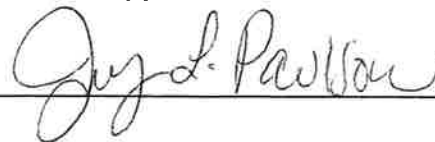
What contribution would you most like to make?

To be an advocate to all that enjoy our parks recreation facilities by helping to maintain the safety, improvement and a voice to future developments.

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Steven C. Price
Address: 3905 S. County Road 1184
Midland Texas 79706
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 42 years.

Professional and/or Community Activities:

After working over 40 years in the oil & gas industry, I was forced into retirement during the Covid epidemic. I've spent the last few years working on retirement projects that I had been planning to do, but now I would like to get more involved in our community.

What is your personal vision for the City?

When I first came to Midland, over 50 years ago, the first thing I saw was Midland Airport. It wasn't even 'International' then. Now it's a Space Port! I wonder how many people can say that MAF left them with their first impression of Midland. We have a lot to be proud of, from the Pliska airplane to being a Space Port. I want to play a role in the continuing progress of our airport!

Please specify any time constraints you may have.

I spend about one week per month in Phoenix, caring for my elderly cousin.
I set my own travel schedule, so this should not be a problem.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I've been a pilot for 50 years, I've owned several airplanes. I used to fly charter flights and did flight instruction at MAF. I based one of my airplanes there. I don't currently fly, but plan to get back into it when I finish restoration of my airplane. I've always been

Date: 8/7/2024
Phone: 432-570-6903 (Home)
432-664-2832 (Business)
Email: steveprice@suddenlink.net

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Retired

interested in all facets of aviation.

What contribution would you most like to make?

Being retired, I will find time to meet many people at both airports. I think everyone from Security, to Fire Dept. to airlines, to FBOs, car rental agencies, maintenance shops, MC A&P school, parking lot, building & grounds maintenance, CAF, air traffic control, etc. all probably have some ideas on how to make our airports even better.

Additional pertinent information or references:

Membership in Aircraft Owners & Pilots Association, Experimental Aircraft Association, American Navion Society.

Patricia Darby (Manager - MAF Air Traffic Control Tower, Retired, and former Board Member), 432-413-1548

Don Haeffner (Quality Avionics), 432-553-4462

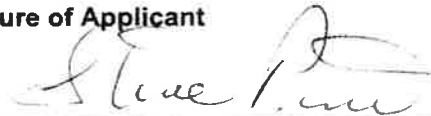
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Roger Primera
Address: 723 W. Dengar
Midland TX 79705
(City) (State) (Zip)

Date: 2-1-24

Phone: 432-813-9191 (Home)
____ (Business)

Email: usmctx25@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☒ no

I have lived in Midland 29 years.

Occupation: Human Resources Manager

Professional and/or Community Activities:

Volunteer w/ Horses, Hearts; Hands (H3)
Big Brother/Big Sister
YMCA, KMB

What is your personal vision for the City?

This is such an amazing city and a superb place to live. I've
raised my 3 children here and I want to see the city flourish
further into greatness. I want to get the community more involved.

Please specify any time constraints you may have.

none

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

midland Downtown Park Conservancy

Please tell us why you are interested in serving on this board or commission.

I truly love the downtown area now, especially the park.
I want to contribute to all of its glory! Attract more people

What contribution would you most like to make?

I already talk about the park (CP) to everyone I see. I would like to speak even more from the heart about its progress, events and improvements.

Additional pertinent information or references:

I know many people in our community and am aware of the "wants" that they seek from the park.

(2) Name of Board/Commission:

Barbara; George H.W. Bush Convention Center
Advisory Board

What contribution would you most like to make?

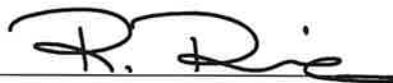
The Midland Center was always a special place for me. The memories will live on. I want to give the Bush Center my attention to not only put it out in the community more, but to also contribute to its future.

Additional pertinent information or references:

Rosco Thomas - longtime friend

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Traci Proctor
Address: 1607 W. Louisiana Ave
Midland, TX 79707
(City) (State) (Zip)

Date: Jan 30, 2024
Phone: 432-349-1783 (Home)
432-682-3753 (Business)
Email: tproctor@btaoil.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 16 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Director of Human Resources BTA Oil Producers.
Formerly CEO Non-Profit ORGS for 20+ years

Professional and/or Community Activities:

My husband and I are not from Midland, but consider it our home. We have recently moved back after being in FL for past 10 years. While in Florida I was the CEO of a large non-profit and served both state of Florida and Georgia and worked in collaboration with DOJ, state and local groups. Chaired and started large fundraising events, etc. While in TX, I was ASSOC. EX Director with Brad Swendig, and together we built the COM Physical Therapy and Wellness divisions and the Florence Marie Hall Natatorium. Please see resume for complete list. Thank you.

What is your personal vision for the City?

To proactively recognize need for change, make intentional improvements, & respectfully grow with evolving demands - while preserving the integrity & legacy of our community and history.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Downtown Park Conservancy

Please tell us why you are interested in serving on this board or commission.

I wish to pull from my experience of developing & growing missions to enhance the quality of life for Midlanders, while increasing both social and economic impact. I would like to be part of your continued success to evolve and enrich residents, visitors, and overall downtown park activities that essentially promote better lifestyles, community respect, and urban vitality for OUR CITY, OUR HOME.

What contribution would you most like to make?

Together with (and at the discretion of) the Board and Executive Director, I would like to evaluate the program services, revenue generation, fund development strategies, and future planning in order to ensure a long term viable and ever evolving organization.

Additional pertinent information or references:

BJ Beal, BTA Oil Producers

Happy to provide as many relevant Midland references as requested.

Happy to provide as many relevant Florida references as requested.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Midland, TX 79702

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TRACI S. PROCTOR

PRESIDENT & CEO

Midland, Texas
432-349-1783
comproctor@yahoo.com

EXECUTIVE LEADERSHIP

- Non-Profit Startup, Turnaround, Expansions
- Board Governance and Strategic Direction
- Multi-Million Dollar Budgets and Endowment Management
- Profitability, Cost Benefit Analysis & Cost Control
- Financial Data/Metrics & Outcome measures
- Advancing Organizational Missions & Visions
- Leadership (400+ staff) & Inclusive Excellence
- Integrated Cross-functional Planning & Implementation
- Statistical & Analytical Forecasting
- Fundraising, Donor Relations and Large Events
- Advocacy, PR and Marketing, Public Speaking
- Team Building & Performance Motivation

PROFESSIONAL EXPERIENCE

CEO / PRESIDENT

Ronald McDonald House Charities, Inc. - Tallahassee, FL

October 2017 to Present

- **Strategic Planning:** Analyzed organizational structures & overall efficiency measures to revamp objectives, accountability, administrative excellence, financial performance, fundraising, board engagement, and employee outcomes
- **Operational Effectiveness:** Implemented and administered framework of policies, objectives and accountability systems. Administered needs assessments, created data systems to quantify outcome reports in order to analyze services & programs, satisfaction rates, future needs and organizational performance levels.
- **Economic Growth:** Defined short & long-term financial goals, investment plans, return on investments, cost to raise a dollar, financial analysis & metrics. Cut expenses by 38%, increased NET revenue by 350%, restructured fundraising & programming strategies & identified new financial growth, resulting in increased profits & sustainability.
- **Leadership:** Empowered employees to take ownership; identify their contribution to overall organizational successes. Strengthened staff and board energy & commitment to professionally invest in project outcomes. Assessed state of the Board of Directors: then strengthened the structure, commitment, and purpose for serving. Improved partnership to increase level of satisfaction and organizational identity via effective communication, transparency & clear expectations.

EXECUTIVE CONSULTANT

Non-Profit and For Profit Companies - Local, State & National

May 2016 to Present

- **Overall Scope:** Advise Executives & BODs how to implement more effective systems; improve financial planning and management; operational processes; board relations; bylaws; state & federal regulations & filings, development, etc.

EXECUTIVE DIRECTOR / CEO - Hired by National Headquarters to recover operations.

Sunrise Group, Inc.- 501c(3)- Georgia Division - (Florida Headquarters)

March 2015 to May 2016

- **Strategic Planning:** Conducted extensive industry research to formulate internal & external reorganization & regulatory changes. Set priorities, roles, & systematically align resources. Created important partnerships with Georgia Dept. of Behavioral Health and Developmental Disabilities - state and regional levels, Department of Justice, and CMS.
- **Operational Effectiveness:** Revamped division resulting in financial recovery & streamlined processes. Analyzed inefficiencies, formed new strategies and implemented systems, control mechanisms & aligned financial resources with growth objectives.
- **Economic Growth:** Within first four months, identified and recovered \$4 million lost revenue while securing financial structures for additional \$3.2 million for a non-profit company.
- **Leadership:** ~~Identified 150 healthcare employees. May 12, 2012, trained & empowered~~ **September 10, 2024** identified leaders & decision makers. Established local, state, & national level industry partnerships.

ASSOCIATE EXECUTIVE DIRECTOR

COM AQUATICS, INC., 501c(3) - Midland, Texas

June 2005 to March 2015

- **Strategic Planning:** Converted 501C3 into a self-sufficient, nonprofit corporation capable of generating enough program revenue to cover all operational expenses. Built & operated a wellness & post-surgical physical rehabilitation facility (land & water divisions) - complete with fund relations, building contract negotiations, staffing, operational processes & systems. Secured all medicare, insurance, & workers compensation contracts, fiscal intermediary and regulatory practices. Generated enough income in 3 years to expand with another 40,000 s.f. facility addition: THE FMH NATATORIUM for all ages, sports, wellness and RECREATION.
- **Operational Effectiveness:** Conducted financial management analysis. Developed, planned and recovered 97% aging accounts. Modernized invoicing & receivables & restructured operations resulting in program growth, increased revenue, profits, cash flow, expansion, and employee collaboration. Created HR division, overall communication, incentives, trainings, pay structures & retention while maintaining inclusive environment.
- **Leadership:** Lead a team of 300 staff, 30 programs, 3200 members, 500 wellness participants, 1200 children, 6500 patients visits. Developed partnerships with foundations, sponsors, corporate leaders, Local, State, & National Government, Children's Rehabilitation Center, hospitals, Special Olympics, University of Texas-PB., US Navy, medical facilities, physicians, & surgeons
- **Fundraising:** Lead multiple capital campaigns (more than \$20 million total raised): fundraised, managed, and operated four multi-million dollar facility expansions, including a wellness and therapy division, 40,000 sq. ft. natatorium and courtyard and recognition pavilion. Cultivated relationships with foundations, corporations, community leaders. Grant writing, capital campaigns, presentations, fund source research and outreach, annual giving programs.
- **Economic Growth & Development:** Doubled participation & operating budget: Expanded program options & revenue sources. Motivated & lead employees to reenergize objectives, understand membership perceptions, & identify roles resulting in higher employee retention rates, workplace cohesion, increased profits.
- **Marketing and Public Relations:** Identified & strengthened organization's target market, product & services. Created a market brand, materials & consistency. Increased awareness & mission profile. Assessed & implemented new pricing and payment structures/procedures. Tracked organizational statistics for measurable results, accountability, and assessment. Developed relationships with key leaders, customer test groups, employee teams, community groups to identify perceptions, monitor results, and achieve desired goals.

EDUCATION & PROFESSIONAL TRAINING

THE UNIVERSITY OF ARIZONA

Tucson, AZ

Bachelor of Arts, Graduated with Distinction

PROFESSIONAL TRAINING

- Investment Management & Policy - Carroll & Co, CPAs
- Executive Management - Excellence Program, Atlanta
- Organizational Effectiveness/Leadership - SCI Workshops
- Human Resource Compliance - U.S. Department of Labor
- Fundraising Insights - Benevon, SCI Workshops
- Non-Profit Tax Law - Carr Riggs Ingram
- Conflict Resolution - Univ. of Texas & TIMET
- CMS rules/modifications/fiscal compliance - BMS
- Insurance - Business MNGT Solutions
- Risk Management - SCI Workshops

COMMITTEE INVOLVEMENT

- Neighborhood Champions Board, BANK OF AMERICA
- Board of Directors - Ronald McDonald House, SCI
- Compliance Comm.- Ronald McDonald House, COM & SCI
- Audit and Finance - Ronald McDonald House, COM, SCI
- Future Development Committee - Georgia and SCI
- Planning Committee - UA, RMHC, COM
- Executive Committee - State of Georgia
- Fundraising Committee - RMHC, COM INC. & SCI
- Building Committee - COM, INC.
- Scholarship Committee - COM, INC., Odessa College
- Marketing Committee - RMHC, UA, COM
- Events and Fundraising - COM, SCI, RMHC

PACKET

27.113

September 10, 2024



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: K. Bryan Reeves

Address: 2008 Harvard Ave.

Midland, TX 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 65 years.

Professional and/or Community Activities:

Independent Landman for over 30 years. Member of the PBLA.

Date: 7/26/2024

Phone: 432 413-4052 (Home)

432 413-4052 (Business)

Email: kbr549oil@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Retired

What is your personal vision for the City?

To see it grow responsibly

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

As current aircraft owner and former pilot I am interested in development of airport operations. As a lifelong Midland resident I want to insure facilities maintained for future generations.

What contribution would you most like to make?

Would like to see the airports developed properly.

Additional pertinent information or references:

My son, K Weston Reeves, was a former board member of the Airport Planning and Development Board.

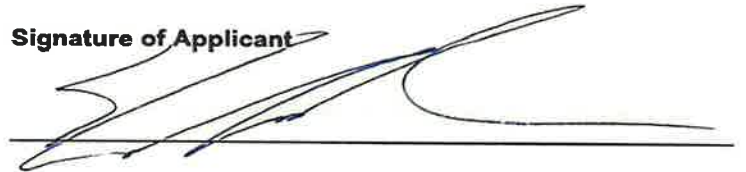
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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City Secretary's Office
PO Box 1152
Midland, TX 79702**

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Tom Segulja

Address: 3304 Northfield Dr

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 43 years.

Professional and/or Community Activities:

Member, Past President - Rotary Club of Midland

Christmas in Action volunteer; West Texas Food Bank volunteer

Date: 8/9/2024

Phone: 432-238-2516 (Home)

432-682-4349, x 4102 (Business)

Email: tom.segulja@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Landman

What is your personal vision for the City?

To see Midland continue to grow as the leader of the Permian Basin in Energy. Let Texas and others see the great asset it is to

Texas and the U.S.

To grow the Spaceport by educating people on it's existence and value.

Please specify any time constraints you may have.

Possible occasional job conflicts, but I seldom am out of Midland.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I am an Air Force Academy graduate with an Air Force background, 25 years as a small business owner (Snowwhite Linen Service) in

Midland. 17 years as a Landman. Our airports are a Gateway for businesses to see Midland, and the Permian Basin to help grow

our City and area as efficiently as possible,

What contribution would you most like to make?

Bring the Spaceport more into the public's eye to help it grow.

Additional pertinent information or references:

Robin Donnelly

Adrian Carrasco

Scott Betton

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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Midland, TX 79702

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PLEASE TYPE OR PRINT CLEARLY:

Name: Audrey Stevens
Address: 100 N Main St Apt 410
Midland TX 79701
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 19 years.

Professional and/or Community Activities:

Currently minimal community activities as I recently moved back to Midland after 14 years living all over the country. Professionally, a part of my job is expanding access to mental healthcare locally and rurally in the greater West Texas region.

Date: 1/22/2024
Phone: 432-279-0868 (Home)
 (Business)
Email: draudreystevens@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no
Occupation: Clinical Psychologist; Assistant Professor-TTUHSC

What is your personal vision for the City?

I want to see Midland reach its full potential and offer every service and activity that larger metropolitan areas have.

Please specify any time constraints you may have.

With advanced notice, I could likely make any date and time work.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Downtown Park Conservancy Board

Please tell us why you are interested in serving on this board or commission.

I am eager to join the board because I am passionate about public parks, as well as downtown Midland. I love living downtown and am thrilled to see how far the Midland downtown area has come in recent years.

What contribution would you most like to make?

I am excited about the proposition of the Hotel Santa Rita and am committed to making downtown Midland the center of business, entertainment, and visitors to the Permian Basin area. I would love to see Centennial Park continue to expand public events offered. Also, as a clinical psychologist, I know the importance of public outdoor spaces for fostering community and positive mental health.

Additional pertinent information or references:

My parents, Randy and Julie Stevens, have been active community volunteers since they moved to Midland in 1981.

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

Similarly, I would like to expand usage of public parks in Midland. There are so many great parks that offer community gatherings that may be underutilized.

Additional pertinent information or references:

A core part of my childhood revolves around my enjoyable experiences at Fasken Park, and I would love the positive experiences and memories to continue for many generations.

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Audrey Stevens

Digitally signed by Audrey Stevens
Date: 2024.01.23 10:54:54 -06'00'

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PLEASE TYPE OR PRINT CLEARLY:

Name: Kelly G. Stout
Address: 2300 Boyd Ave. Midland, Tx 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 50 years.

Professional and/or Community Activities:

Worked at MMH as a Respiratory Therapist, Served 5 years in the USMC, Active in my church and grandchild's school, Chaired a few booths at St. Ann's family fair for many years.

I am on the Board of Directors for Midland Community Health Care Services and Midland County fair.

What is your personal vision for the City?

I would love to see Midland be able to recruit and retain professionals. I would like to see Midland have more family orientated things to do.

Please specify any time constraints you may have.
none at this time.

2024
22 FEB 23 12:25
CITY SECRETARY'S OFFICE

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development Hotel/Motel Advisory Board

Animal Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I started getting interested in the activities of Midland by attending city council meeting's about 2 years ago. I am currently enrolled in Midland 101. My thirst for more knowledge increases the more I learn.

What contribution would you most like to make?
To help Midland grow and thrive.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Dalia Salinas-Tejeda

Address: 4504 Monty Drive

Midland TX 79703

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 14 years.

Professional and/or Community Activities:

I work in local government and I often volunteer for many local community events in both Midland and Odessa.

Date: 7/29/2024

Phone: 4326612156 (Home)

(Business)

Email: dalsal521@yahoo.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Asst. to the City Manager of Odessa

What is your personal vision for the City?

Making the city grow, and highlights it's best points for other communities to see.

Please specify any time constraints you may have.

I work Monday-Friday from 8 to 5 in odessa, but with adequate notice I can arrange to attend meetings

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

Please tell us why you are interested in serving on this board or commission.

As a resident in Midland with a career in Odessa the transit system is important to me. Transit services could be the key to Bridging

bridging the gap between Midland-Odessa.

27.122

September 10, 2024

PACKET

What contribution would you most like to make?

I would bring the interest of both cities. Living in Midland and working in Odessa allows me to see both perspectives.

Additional pertinent information or references:

I believe my employment in local government would be an asset to the board position.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Dalia Salinas-Lyala

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PLEASE TYPE OR PRINT CLEARLY:

Name: David Tryson

Address: 2812 Fannin Avenue

Midland TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁴⁰ years.

Professional and/or Community Activities:

I am Secretary/Treasurer for the Midland Air and Spaceport Development Corp. I have business ties to the City. I have experience in the airline industry. I was a volunteer for the Show of Support for more than 15 years

Date: 6/10/2024

Phone: 4326344257 (Home)

4326825355 (Business)

Email: davidpaultryson@outlook.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Assistant Operations Manager-TCO Field Serv. Inc.

What is your personal vision for the City?

Midland is growing like never before. I have seen businesses start here from other cities and made Midland their home. Midland is the Capital of the oil/energy industry. I can only see Midland growing even more within the next 10 to 20 years. I'd love to be a part of that growth with my experience, and also learning more about city operations.

Please specify any time constraints you may have.

I have no constraints

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Airport Board

Please tell us why you are interested in serving on this board or commission.

My father worked for American Airlines for 40 years, I am an aviation enthusiast. I am in process of obtaining my private pilot's license. I worked for AA for 5 years at MAF, I was there when the current airport terminal opened on 1999-2000

What contribution would you most like to make?

My loyalty to the board, my limited background, but mostly my leadership and management background.

Additional pertinent information or references:

Frank Kisner-808-494-8101

Mike Williams 432-634-8813

David Criner (Sheriff) 432-230-8767

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

[Submit Via Email](#)

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Weston (Wes) Turner

Address: 4901 Thames Ct
Midland Tx 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 10 years.

Professional and/or Community Activities:

Engineering Manager at XTO Energy

Board member of two local non-profits

Date: 8/8/2024

Phone: 817-201-6812 (Home)

(Business)

Email: westonturner@sbcglobal.net

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Engineer

What is your personal vision for the City?

My wife and I have lived in Midland for 10 years, raising a family of three kids. Our youngest son was born in Midland and will always call it his home. We have grown roots in this community and we seek to see it flourish. Midland is full of great people, I want to help provide them the best environment possible to raise their families.

Please specify any time constraints you may have.

I hold a full-time office job with some flexibility during weekday working hours. I can generally be available during and around lunch, and could periodically meet other times during the day. Evenings are generally available.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

I think Midland is a great place to raise a family, I want to ensure that continues and is enhanced as much as possible. My kids have played sports and enjoyed the parks Midland has to offer. The parks have been improved over time, I would like to see that continue.

What contribution would you most like to make?

I bring the perspective of a father of 3 kids (ages 4 through 12) and a level-headed personality. I would like to apply this perspective and the solid judgement of an engineer to help solve issues faced by the Parks. I would promote development and improvement of the parks system, making Midland an attractive destination for families and a model for other cities.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Name: Alan White
Address: 4207 Kingwood Ct.
Midland TX 79707
(City) (State) (Zip)

Date: 8/28/2024

Phone: 432-638-4080 (Home)
432-697-2282 (Business)

Email: alan@midlandtexofmidland.com

I am ☐ I am not ☒ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 52 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Owner/President of MidTex of Midland

Professional and/or Community Activities:

Served as President, Vice President & Area Representative for the Associated General Contractors West Texas Chapter

Served as a Board Member and President of Grassland Estates Homeowners Association

What is your personal vision for the City?

Well planned and organized growth for the City of Midland

Understand needs for our diverse population and help provide constructive ideas and plans to facilitate growth

Please specify any time constraints you may have.

I do not have any time constraints

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

Make Midland the premier air travel hub of West Texas through well planned, organized & sustainable growth

What contribution would you most like to make?

Due to my background as a General Contractor, I feel that I have expertise to help with long term planning and continued growth to maintain and expand the airport facilities. Also, I am a general aviation pilot and currently utilize the facilities at Midland Air Park.

Additional pertinent information or references:

Kelly Cooke - Appraisal Review Board Member (634-8630), Walter Pate - Architect (559-0087),

Mitch Malouf - Claydesta Corporation (638-4810), Tom Knittle - The Bosworth Company (967-2135)

Regina Stephenson - COM Purchasing (685-7233)

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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PLEASE TYPE OR PRINT CLEARLY:

Name: Matthew Wilson

Address: 2108 N I St

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁸ years.

Professional and/or Community Activities:

I am an Operations Manager at ConocoPhillips. I also coach my daughter's soccer team in the MSA league.

Myself and my family are active members at Redeemer Church.

Date: 8/9/2024

Phone: 832.472.6978 (Home)

(Business)

Email: mattd.wilson1@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Operations Manager at ConocoPhillips

What is your personal vision for the City?

My vision for the city is to enhance the quality of life for all residents by creating more vibrant, and accessible environment. Work to expand nature and walking trails to provide residents with safe and scenic routes to enjoy. Enhance outdoor facilities, rec areas, sports facilities. Expand the park system, and improve playgrounds with sun covers so they can be used more in the summer.

Please specify any time constraints you may have.

Busy second Tuesdays of the month with company safety meetings.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

I have a passion for the outdoors and want to create more access for families locally. My family enjoys spending time outside and at the parks/pools the city has. I want to help give back to the community and help it grow/ improve quality of life.

What contribution would you most like to make?

Allocate time and effort to help expand the park system to continue to improve the quality of life locally. Help build on the work already done and achieve visible, sustainable results no matter how big or small. Expand the pool system, more outdoor water related activities.

Additional pertinent information or references:

(2) Name of Board/Commission:

Airport Planning and Development Board

What contribution would you most like to make?

Midland is rapidly growing. I'd like to help the airport grow with the city and continue to do an outstanding job supporting the community, economy and quality of life for the city. Parking lots expansion, and more direct flights to cities further away than Dallas, Houston, and Las Vegas.

Additional pertinent information or references:

I'd like to help give back to the community.

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