CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
October 11, 2022 - 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 Philip Teaney, Homeline Baptist Church

2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:

   3a. Presentation of Proclamation for “National Business Women’s Week”

   3b. Presentation of Proclamation for “Desk & Derrick Industry Appreciation Week”

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF SEPTEMBER 27, 2022

5. 2022-128 – RESOLUTION AUTHORIZING PURCHASE OF A MOWERMAX BOOM TRACTOR FROM ATMAX EQUIPMENT CO. THROUGH BUYBOARD FOR A TOTAL COST OF $321,835.50 (DISTRICT: NONE) (GENERAL SERVICES)

6. 2022-129 – RESOLUTION APPROVING A SOLE-SOURCE CONTRACT WITH ROSSMAN ENTERPRISES, INC., DBA MAGNEGRIP FOR THE PURCHASE AND INSTALLATION OF MAGNEGRIP TAILPIPE ADAPTERS AND ASSOCIATED COMPONENTS FOR A TOTAL COST OF $106,245.00 (DISTRICT: ALL) (GENERAL SERVICES)

7. 2022-130 – RESOLUTION AWARDING A CONTRACT FOR THE MOMENTUM BANK

BALLPARK PEDESTRIAN BRIDGE REHABILITATION PROJECT TO MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF $184,250.00; APPROVING $18,425.00 FOR PROJECT-RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

8. 2022-131 – RESOLUTION ACCEPTING THE PROPOSAL SUBMITTED BY STANDARD INSURANCE COMPANY OF PORTLAND, OREGON FOR BASIC LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY LONG-TERM DISABILITY, VOLUNTARY SHORT-TERM DISABILITY, AND VOLUNTARY TERM LIFE INSURANCE COVERAGES; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSAL; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)

9. 2022-132 – RESOLUTION APPROVING THE PURCHASE OF REPLACEMENT PALO ALTO FIREWALL DEVICES AND RENEWAL OF MAINTENANCE FOR THE EXISTING FIREWALLS AND ANTIVIRUS SOFTWARE FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM CDW GOVERNMENT LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $741,199.44 (DISTRICT: NONE) (GENERAL SERVICES)

10. 2022-133 – RESOLUTION APPROVING THE PURCHASE OF FIFTY-ONE (51) BUNKER COATS AND FIFTY (50) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., AT A TOTAL COST OF $184,051.65 THROUGH THE HOUSTON GALVESTON AREA COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

11. 2022-134 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GTS TECHNOLOGY SOLUTIONS, INC., FOR THE PURCHASE AND INSTALLATION OF FIFTY-SIX (56) TOUGHBOOK LAPTOPS AND ACCESSORIES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $278,021.45 FOR THE FIRE DEPARTMENT (DISTRICT: NONE) (GENERAL SERVICES)

12. 2022-135 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2023 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $286,321.20 (DISTRICT: NONE) (GENERAL SERVICES)

13. 114-2022 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 5 TO THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING SCOPE OF WORK CHANGES TO THE FOLLOWING PROJECTS: (I) MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS PROJECT; (II) MAF WILDLIFE MANAGEMENT IMPROVEMENTS - SOUTH DRAINAGE CHANNEL PROJECT; (III) MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS PROJECT; AND (IV) CONSOLIDATED RENTAL CAR FACILITY PROJECT; AND AUTHORIZING THE APPROPRIATION OF THE FOLLOWING FUNDS TO THE FOLLOWING PROJECTS: (I) $251,000.00 FROM THE PFC FUND UNAPPROPRIATED FUND BALANCE TO THE MAF AIRFIELD WILDLIFE FENCE

IMPROVEMENTS PROJECT (900345); (II) $94,350.00 FROM THE PFC FUND UNAPPROPRIATED FUND BALANCE TO THE MAF WILDLIFE MANAGEMENT IMPROVEMENTS - SOUTH DRAINAGE CHANNEL PROJECT (900347); (III) $50,000.00 FROM THE PFC FUND UNAPPROPRIATED FUND BALANCE TO THE MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS PROJECT (900346); AND (IV) $41,068.00 FROM THE AIRPORT FUND UNAPPROPRIATED FUND BALANCE TO THE CONSOLIDATED RENTAL CAR FACILITY PROJECT (900331) (DISTRICT 4) (AIRPORTS)

14. 115-2022 – MOTION APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND VANDERGRIFF GROUP ARCHITECTS, LLC, FOR SERVICES RELATED TO THE DEMOLITION OF STRUCTURES LOCATED AT CERTAIN REAL PROPERTY DESCRIBED AS LOTS 1A, 5, 6, AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 2) (CITY MANAGER)

15. 116-2022 – MOTION APPROVING A DEMOLITION CONTRACT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDWEST WRECKING CO. OF TEXAS, INC., FOR THE DEMOLITION OF STRUCTURES LOCATED ON CERTAIN REAL PROPERTY DESCRIBED AS LOTS 1A, 5, 6, AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 2) (CITY MANAGER)

16. 117-2022 – MOTION APPROVING THE ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF CERTAIN CITY-OWNED REAL PROPERTY DESCRIBED AS LOTS 7 AND 8, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, TOGETHER WITH CERTAIN MIDLAND DEVELOPMENT CORPORATION-OWNED REAL PROPERTY DESCRIBED AS LOTS 1A, 5, 6, AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 2) (CITY MANAGER)

17. 2022-136 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FISCAL YEAR 2023 OPERATION LONE STAR GRANT PROGRAM; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM SAID PROGRAM FOR THE PURPOSE OF PURCHASING A PERATON/REMOTEC ANDROS FX EXPLOSIVE ORDNANCE DISPOSAL DRONE AND RELATED ACCESSORIES; AND PROVIDING FOR THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT (DISTRICT: ALL) (POLICE)

18. 2022-137 – RESOLUTION ACCEPTING A FISCAL YEAR 2022 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $124,052.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (DISTRICT: ALL) (POLICE)

19. 118-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE

(22-329-031) WITH MIDLAND-PERMIAN PIPELINE LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4, 9 AND 16, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

20. 119-2022 – MOTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH ALLTELL CORPORATION DBA VERIZON WIRELESS REGARDING CITY-OWNED PROPERTY LOCATED AT 4203 SHELL AVENUE (DISTRICT 3) (UTILITIES)

SECOND READINGS

21. 10346 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 17, BLOCK 59, PARK AVENUE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 480 FEET EAST OF SOUTH LAMESA 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 2) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 27, 2022)

PUBLIC HEARINGS

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

22. 120-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: KNIGHT 110 MIPA UNIT H110SS; KNIGHT 110 MIPA UNIT H110UH; KNIGHT 110 MIPA UNIT H110WB; KNIGHT 115 MIPA UNIT H115LS; KNIGHT 115 MIPA UNIT H115WA; KNIGHT 120 MIPA UNIT H120MS; KNIGHT 120 MIPA UNIT H120WB; KNIGHT 125 MIPA UNIT H125WA; KNIGHT 130 MIPA UNIT H130LS; KNIGHT 130 MIPA UNIT H130SS; KNIGHT 130 MIPA UNIT H130WB; AND KNIGHT 135 MIPA UNIT H135WA; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,638 FEET AND 1,998 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,832 FEET AND 2,020 FEET SOUTH OF W LOOP 250 N; PUBLIC HEARING ONLY (DISTRICT 3) (DEVELOPMENT SERVICES)

23. 121-2022 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PIONEER NATURAL RESOURCES, USA, INC. (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: STIMSON-NAIL E17K 111H; STIMSON-NAIL E17L 112H; STIMSON-NAIL E17M 113H; STIMSON-NAIL E17N 114H; STIMSON-NAIL E17O 116H; STIMSON-NAIL E17P 116H; STIMSON-NAIL E17Q 117H; STIMSON-NAIL E17R 118H; STIMSON-NAIL E17S 119H; AND STIMSON-NAIL E17T 120H; SAID WELLS BEING GENERALLY LOCATED BETWEEN 435 FEET AND 4,366 FEET SOUTH OF ARAPAHOE ROAD AND BETWEEN 1,182 FEET AND 1,362 FEET WEST OF ELKINS ROAD; PUBLIC HEARING ONLY (DISTRICT 1) (DEVELOPMENT SERVICES)

24. 10347 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF

MIDLAND TO REZONE LOTS 5 AND 6, BLOCK 2, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST SCHARBAUER DRIVE AND NORTH MARIENFELD STREET); 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 3) (DEVELOPMENT SERVICES)

25. 10348 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 4 THROUGH 6, BLOCK 24, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST PARKER AVENUE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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 3) (DEVELOPMENT SERVICES)

26. 10349 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOTS 1 AND 2, BLOCK J, GARRETT PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST INDIANA AVENUE, APPROXIMATELY 241 FEET EAST OF CARLTON STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A KENNEL; 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 2) (DEVELOPMENT SERVICES)

27. 10350 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,085-SQUARE FOOT PORTION OF LOT 6A, BLOCK 27, WYDEWOOD ESTATES, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 800 FEET SOUTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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)

28. 2022-138 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET AND CONCERT ON (1) A 0.86-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1A, BLOCK 54, AND LOT 1A, BLOCK 55, ORIGINAL TOWN ADDITION, SECTION 14, AND LOTS 1 THROUGH 12, BLOCK 65, ORIGINAL TOWN ADDITION, AND (2) A 0.24-ACRE PORTION OF SOUTH LORAINE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1 AND LOTS 19 THROUGH 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF WEST WALL STREET AND LORAINE STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

29. 10344 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 317.56-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 RR, REGIONAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS AND EAST MOCKINGBIRD 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)

MISCELLANEOUS

30. 122-2022 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS A PROPOSED PRELIMINARY PLAT OF MOCKINGBIRD RIDGE, BEING A RESIDENTIAL PLAT OF A 317.56-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS AND EAST MOCKINGBIRD ROAD) (DISTRICT 1) (DEVELOPMENT SERVICES)

31. 123-2022 – MOTION APPROVING A REQUEST BY S.W. HOWELL, INC. TO DEFER PAVING, WASTEWATER AND WATER IMPROVEMENTS FOR WESTCLIFF ADDITION, SECTION 5, AND TO WAIVE THE CORRESPONDING FINANCIAL SECURITY GUARANTEE VALUED AT $219,060.00, AN AMOUNT EQUAL TO THE ESTIMATED COST TO CONSTRUCT THE PUBLIC INFRASTRUCTURE. THE SUBJECT PROPERTY

IS GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WESTCLIFF DRIVE AND PRINCETON AVENUE. THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF MIDLAND (DISTRICT 3) (ENGINEERING SERVICES)

32. 10351 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF NOVEMBER 1, 2022; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

33. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

PUBLIC COMMENT

34. 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.)

EXECUTIVE SESSION

35. 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:

a. Section 551.072, Deliberation Regarding Real Property

a.1. Discuss the purchase, exchange, lease or value of real property.

b. Section 551.071, Consultation with Attorney

b.1. Discuss matters in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

Respectfully Submitted,

Robert Patrick
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
September 27, 2022

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., September 27, 2022.

Council Members present:	Dan Corrales, Robin Poole, Lori Blong, Patrick Payton, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Robert Patrick, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr, Assistant City Manager Tina Jauz

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

OPENING ITEMS

1. Invocation – Pastor Cheyenne Solis, Stonegate Fellowship

2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of Proclamation for “National Recovery Month”

CONSENT AGENDA

Lori Blong moved to approve the Consent Agenda items 4-22, excluding item(s) 7, 9, 10, 12, 14, 15 & 16; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

4. MOTION APPROVING THE FOLLOWING MINUTES:

DRAFT

4a. BRIEFING SESSION OF SEPTEMBER 13, 2022

4b. REGULAR SESSION OF SEPTEMBER 13, 2022

5. 2022-120 – RESOLUTION AWARDING A CONTRACT FOR THE WATER SYSTEM IMPROVEMENTS AT BUSINESS 20 AND SAN ANDRES WATER MAIN EXTENSION PROJECT TO TEC EXCAVATION, INC., FOR AN AMOUNT OF $595,901.00; APPROVING $119,180.20 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES)

6. 102-2022 – MOTION AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR SEALED PROPOSALS FOR THE PECK/TERRELL LIFT STATION ELIMINATION AND NEW SEWER INSTALLATION PROJECT FOR THE UTILITIES DEPARTMENT AND TO NEGOTIATE A CONTRACT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (DISTRICT 2) (GENERAL SERVICES)

8. 2022-122 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY WORN CAMERA SYSTEMS FOR THE POLICE DEPARTMENT; AND AUTHORIZING PAYMENT FOR SAID CONTRACT (DISTRICT: NONE) (GENERAL SERVICES)

11. 103-2022 – MOTION AUTHORIZING THE EXECUTION OF A 2023 ROUTINE AIRPORT MAINTENANCE PROGRAM AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) (DISTRICT 4) (AIRPORTS)

13. 105-2022 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MOTRAN ALLIANCE, INC., AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE (DISTRICT: ALL) (CITY MANAGER)

17. 108-2022 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $63,234.00 FROM THE U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF REFUGEE IMMUNIZATION SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND (DISTRICT: ALL) (COMMUNITY SERVICES)

18. 109-2022 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF FREMIN ADDITION, BEING A PLAT OF A 25.43-ACRE TRACT OF LAND OUT OF SECTION 31, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST COUNTY ROAD 75, APPROXIMATELY 1,561 FEET EAST OF NORTH

DRAFT

COUNTY ROAD 1287) (DISTRICT: NONE) (DEVELOPMENT SERVICES)

19. 110-2022 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF TAHOE LAKES ADDITION, SECTION 4, BEING A REPLAT OF LOT 2, BLOCK 1, TAHOE LAKES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 385 FEET EAST OF THE INTERSECTION OF SOUTH LAMESA ROAD AND ALBERT AVENUE) (DISTRICT 2) (DEVELOPMENT SERVICES)

20. 111-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-329-032) WITH DCP OPERATING COMPANY, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 4 AND 5, BLOCK 38, TOWNSHIP 2 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

21. 112-2022 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (22-317-030) WITH ENLINK NORTH TEXAS GATHERING, LP, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 5, BLOCK 38, TOWNSHIP 1 SOUTH, T&P RR CO. SURVEY, ABSTRACT 293 MARTIN COUNTY, TEXAS (DISTRICT: NONE) (UTILITIES)

22. 113-2022 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MABEE WATER RESOURCES LLC FOR THE SALE OF NON-POTABLE WATER (DISTRICT: NONE) (UTILITIES)

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

7. 2022-121 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) FORD RAPID RESPONSE VEHICLES FROM CHASTANG FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $149,445.00 (DISTRICT: NONE) (GENERAL SERVICES)

Council Member Norman inquired if the City reached out locally for this bid. Assistant Purchasing Director Ericka Munoz reported that local dealers were aware of this bid and that due to not being able to get all parts in one area it is more cost effective to go this route.

Fire Chief Blumenauer reported the design they need is built in Houston and reiterated it is more cost effective to go straight to the source instead of having a third party involved.

John Norman moved to approve Resolution No. 2022-121; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

9. 2022-123 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES

DRAFT

FROM STERLING MCCALL FORD THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $667,388.00 (DISTRICT: NONE) (GENERAL SERVICES)

The report from item seven also satisfies this item.

John Norman moved to approve Resolution No. 2022-123; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

10. 2022-124 – RESOLUTION APPROVING THE PURCHASE OF A SPARTAN FOUR-DOOR CUSTOM TILT ALUMINUM CAB PUMPER FROM METRO FIRE APPARATUS SPECIALISTS, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL AT A TOTAL COST OF $1,117,480.00 (DISTRICT: NONE) (GENERAL SERVICES)

The report from item seven also satisfies this item.

John Norman moved to approve Resolution No. 2022-124; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

12. 104-2022 – MOTION AUTHORIZING THE ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A, 4A, AND 5A, BLOCK 3, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 4) (AIRPORTS)

Justine Ruff gave a brief overview of the item noting that since the property at the airport appraised at $1,000,000.00 or more two times the FAA requires a third appraisal. From there, the lowest appraisal/bid is accepted.

Council Member Dufford inquired about the recourse for the project not starting/finishing on time.

City Attorney John Ohnemiller reported in the RFP the City reserves the right to include a reversionary interest to protect the City.

Dan Corrales moved to approve Motion No. 104-2022; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

DRAFT

NAY: None
ABSTAIN: None
ABSENT: None

14. 106-2022 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT DATED FEBRUARY 23, 2022, BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE MIDLAND DEVELOPMENT CORPORATION FOR THE TODD DRIVE EXPANSION AND COUNTY ROAD 1160 OVERPASS IMPROVEMENTS PROJECT (DISTRICT: ALL) (CITY MANAGER)

Sara Harris with MDC reported that the timeline for the overpass is currently undetermined in terms of TXDot funding.

Engineering Services Director Jose Ortiz reported the goal for the design is to be ready in 18 months, per the design team. Once the funds become available from the state, construction can begin.

Mr. Ortiz also explained the importance of the construction for Todd Drive and the amount of growth projected. He also gave a brief overview of the inner workings of State funding when it comes to these projects.

Lori Blong moved to approve Motion No. 106-2022; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

15. 107-2022 – MOTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND KIMLEY-HORN AND ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO MAINLANE, BRIDGE, AND INTERSECTION IMPROVEMENTS LOCATED AT THE INTERSECTION OF TODD DRIVE AND STATE LOOP 250 (DISTRICT 1) (CITY MANAGER)

The report from item 14 also satisfies this item.

Lori Blong moved to approve Motion No. 107-2022; seconded by John Norman.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

16. 2022-125 – RESOLUTION OF THE CITY OF MIDLAND, TEXAS, FINDING THAT THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”) TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S

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REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY ONCOR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL (DISTRICT: ALL) (CITY MANAGER)

Jack Ladd moved to approve Resolution No. 2022-125; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

SECOND READINGS

23. 10342 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 7,592-SQUARE FOOT PORTION OF THE TRACT OF LAND DESCRIBED AS THE WEST FIVE FEET OF LOT 5, LOTS 6 THROUGH 13, AND LOTS 19 THROUGH 21, BLOCK A, GARRETT PLACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF CARLTON STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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 2) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 13, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10342.

John Norman moved to approve the second and final reading of Ordinance No. 10342; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

24. 10343 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 3, BLOCK 4, FANNIN TERRACE ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF CAMARIE AVENUE, APPROXIMATELY 180 FEET WEST FROM NORTH GARFIELD STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE;

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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 3) (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 13, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10343.

Lori Blong moved to approve the second and final reading of Ordinance No. 10343; seconded by John Norman.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

25. 10345 – AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10222; 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) (FIRST READING HELD SEPTEMBER 13, 2022)

Deputy City Secretary Vanessa White read the caption of Ordinance No. 10345.

Robin Poole moved to approve the second and final reading of Ordinance No. 10345; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

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

26. 2022-126 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BULL RIDE EVENT ON LOT 1, BLOCK 1, CLAYDESTA PLAZA NORTH, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST 250 LOOP NORTH) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 3) (DEVELOPMENT SERVICES)
MAYOR PAYTON RECONVENED THE MEETING IN OPEN SESSION WITH ALL COUNCIL MEMERS PRESENT

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This item was pulled at the request of the applicant.

27. 10346 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 17, BLOCK 59, PARK AVENUE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 480 FEET EAST OF SOUTH LAMESA 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 2) (DEVELOPMENT SERVICES)
MAYOR PAYTON RECONVENED THE MEETING IN OPEN SESSION WITH ALL COUNCIL MEMERS PRESENT

Mayor Payton opened the public hearing at 10:33 a.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. 10346; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

MISCELLANEOUS

28. 2022-127 – RESOLUTION APPROVING THE PLAN SUBMITTED BY ENDEAVOR ENERGY RESOURCES, L.P. (“OPERATOR”) TO DRILL AND USE A NON-COMMERCIAL SALT WATER DISPOSAL WELL WITHIN THE CITY LIMITS LOCATED 2,013 FEET FROM THE SOUTH LINE AND 405 FEET FROM THE EAST LINE, SECTION 31, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,013 FEET NORTH OF EAST GOLF COURSE ROAD AND 405 FEET WEST OF TODD DRIVE); AND AUTHORIZING THE ISSUANCE OF A PERMIT THEREFOR (DISTRICT 2) (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins gave a brief overview of the item noting this is a non-commercial salt water well application. The application includes a sound study and will be using sound walls and there will be no fracing during drilling.

Council Member Norman inquired if the well could be placed outside the city limits to avoid seismic activity.

Alex Bedford, 110 N. Marienfield, gave a brief overview of the item noting they would like to develop in this area. Produced water never leaves the surface and there will be minimal truck traffic. Mr. Bedford addressed seismic data stating that this area is very low risk for seismic activity. The max amount of water approved by the Railroad Commission to be

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injected daily is 50,000 barrels. However, the max we use would be no more than 33,000 barrels per day. Several factors such as the limited amount of water that can be accepted in the location and right of way challenges make it difficult to place the well outside the City limits.

Lori Blong moved to approve Resolution No. 2022-127; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd
NAY: Norman
ABSTAIN: None
ABSENT: None

PUBLIC COMMENT

30. 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.)

Shirley Howard, 405 Magnolia, voiced a couple of concerns. There are no longer any standing American flags inside the Martin Luther King Center.

A letter that went out to the community regarding trash pickup is causing stress among some citizen who feel like liens may be attached to their property. Some citizens need help getting their yard maintained, especially those who may be suffering financially and the elderly.

Ankur Bhakta, 2708 Homeland Drive, thanked Council for the opportunity to speak and the consideration of being nominated to the Hotel/Motel Tax Advisory Board for the City. He and his family own several hotels in the City of Midland and would like to continue serving the community.

Rachael Overman, 4610 Graham Drive, thanked Council for consideration appointing her to the Hotel Motel/Tax Advisory Board or the Airport Board.

Sallie Vega, 1300 Cerrillos Avenue, thanked Council for consideration of her application to the Planning & Zoning Commission and is excited to have the opportunity to serve.

Lucy Sisniega, 5408 Crowley Boulevard, would like to support people who are applying to the boards as it shows their willingness to serve the community.

Mayor Payton and several members of Council thanked the Board applicants for applying to serve and encouraged them to continue to apply even if they are not selected at this time.

EXECUTIVE SESSION
Mayor Payton recessed the meeting at 11:14 a.m. to go into Executive Session.

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31. 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:

a. Section 551.072, Deliberation Regarding Real Property

a.1. Discuss the purchase, exchange, lease or value of real property

b. Section 551.074, Personnel Matters

b.1. Deliberate the employment, evaluation, and duties of the City Manager, City Attorney, City Secretary, Municipal Court Presiding Judge, and Municipal Court Associate Judge

MISCELLANEOUS (CONTINUED)

Mayor Payton reconvened the meeting in open session with all Council Members present.

29. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)

Scott Dufford moved to remove Robert Richards from the Airport Planning & Development Board for lack of attendance; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Lori Blong moved to direct staff to report on all boards/commissions attendance two times per year; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to reappoint Justin Kuethe and Nick McClure to the Airport Planning & Development Board; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Jack Ladd moved to appoint Frank Kisner to replace Robert Richards on the Airport Planning & Development Board; seconded by Lori Blong.

The motion passed by the following vote:

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AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Robin Poole moved to appoint Brandon Patterson to replace Scooter Brown on the Airport Planning & Development Board; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to reappoint Alyson Dial on the Animal Services Advisory Commission; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Lori Blong moved to appoint Robin Poole and John Norman as liaisons to the Citizens Development and Hotel/Motel Advisory Board; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

John Norman moved to appoint Ankur Bhakta to replace Alex Singh on the Citizens Development and Hotel/Motel Advisory Board; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Lori Blong moved to appoint Cole Harrison to replace Joey Hopkins on the Citizens Development and Hotel/Motel Advisory Board; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

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Dan Corrales moved to appoint Amber Voithorer to replace Becky Wisdom on the Citizens Development & Hotel/Motel Advisory Board. The motion died for lack of a second.

Lori Blong moved to appoint Reggie Lawrence to replace Becky Wisdom on the Citizen Development and Hotel/Motel Advisory Board; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Robin Poole moved to reappoint Brandon Ofield to the Citizens Development and Hotel/Motel Advisory Board; seconded by John Norman.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Scott Dufford moved to appoint Bill Scott to the vacancy on the Capital Improvement Advisory Committee; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to reappoint Wes Gotcher and Robert Lehler on the Midland Housing Authority Commission; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Jack Ladd moved to appoint Dan Corrales to replace Jack Ladd on the Midland-Odessa Urban Transit District Board; seconded by John Norman.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to appoint Don “Woody” Woodward to replace E.J. Baldridge on the Midland-Odessa Urban Transit District Board; seconded by John Norman.

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The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to reappoint Scott Bowden and Ross Klabon to the Oil and Gas Advisory Committee; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Scott Dufford moved to remove Lynn Rogers from the Parks & Recreation Commission for lack of attendance; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to appoint Amber Voithorer to replace Lynn Rogers on the Parks & Recreation Commission; seconded by Robin Poole.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Jack Ladd moved to reappoint Laura Smith to the Parks & Recreation Commission; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Jack Ladd moved to appoint Rachael Overman to the vacancy on the Parks & Recreation Commission; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

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Lori Blong moved to defer remaining appointments to the Parks & Recreation Commission until more applications are received; seconded by John Norman.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Robin Poole moved to move Emily Holeva from alternate to regular member to replace Chase Gardaphe on the Planning & Zoning Commission; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to appoint Abraham Bejil to replace Karmen Bryant on the Planning & Zoning Commission; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

John Norman moved to appoint Sallie Vega to replace Emily Holeva as an alternate member on the Planning & Zoning Commission; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Robin Poole moved to remove Lori Blong from the Community Development Block Grant Committee; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

Lori Blong moved to reappoint Reed Claybrook on the Zonning Board of Adjustment & the Airport Board of Adjustment; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman

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NAY: None
ABSTAIN: None
ABSENT: None

Mayor Payton appointed Dan Corrales to replace Lori Blong on the Community Development Block Grant Committee.

Dan Corrales moved to remove James Gerety and James Robert Franklin from the Zoning Board of Adjustment & the Airport Board of Adjustment for lack of attendance; seconded by John Norman.

The motion passed by the following vote:
AYE: Corrales, Poole, Blong, Payton, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

All the business at hand having been completed, the meeting adjourned at 1:46 p.m.

PASSED AND APPROVED October 11, 2022.

_____
Patrick Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

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City Council Meeting

Item Number: 5

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING PURCHASE OF A MOWERMAX BOOM TRACTOR FROM ATMAX EQUIPMENT CO. THROUGH BUYBOARD FOR A TOTAL COST OF $321,835.50 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of one (1) Mower Max Boom Tractor from ATMAX Equipment Co. through Buyboard contract 611-20 for a cost of $321,835.50.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2023 Garage Operating Fund budget.

Discussion:

The Garage Division is requesting the purchase of one (1) Mower Max Boom Tractor for the Engineering Services Department. Staff recommends approving the purchase to ATMAX Equipment Co. through Buyboard contract 611-20. 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. The budget for this equipment for fiscal year 2023 is $323,771.00. Please see attached memos from Manuel Salinas, Garage Superintendent, and Jesse Zamora, Transportation Superintendent, for additional information.

Therefore, please consider approval of a resolution authorizing the purchase of one (1) Mower

Max Boom Tractor from ATMAX Equipment Co. of Tampa, Florida through Buyboard contract 611-20 for a cost of $321,835.50.

Tina Jaug

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buy Board contract # 611-20 for the purchase of a Mower Max boom tractor

DATE: 09/26/22

Fleet services is requesting the purchase of (1) Mower Max boom tractor. This tractor will be a replacement for a unit that has gone beyond its serviceable life. The budgeted amount for FY 2023 is $323,771 for (1) Mower Max boom tractor. Purchasing amount that is being offered through BuyBoard contract # 611-20 by ATMAX Equipment Co. for (1) Mower Max boom tractor is $321,835.50.

Sincerely,

Manuel Eloy Salinas

City of Midland Garage Superintendent

INTEROFFICE MEMORANDUM

TO: **Erica Munoz**

FROM: **Jesse Zamora**

SUBJECT: **MowerMax Boom – Gen 3**

DATE: **September 29, 2022**

CC:

We are requesting the MowerMax Boom Gen 3 mower with the following attachments. A 26-foot Boom Arm, 96-inch front Rotary mower with dolly wheels and float, 60-inch rotary deck with hydraulic controlled deck door, a MMB Fecon FMX50 mulching Head and a 48 inch saw blade attachment. We are requesting the purchase of this mower and attachments for several reasons. First, having this mower and these attachments will give us better versatility to be able to mow the steep channel slopes. This mower gives us a better counterweight for stability to be able to get closer to the edges when needed and reduces the tip over ratio. Secondly, we would use this mower to go into unmaintained channel areas to clear and provide access to other equipment. There are multiple petroleum pipelines that run through many of the unmaintained parts of the Midland Draw southeast of Midland. We must be very careful at how we do any clearing. The mower and the attachments could go into these areas to initially clear tall grass and other vegetation without disturbing any petroleum lines. This will provide access for other equipment to go into the area to dig out any sediment and debris along the channel where there are no pipelines. Thirdly, we could use this mower to better help keep our catch basins better maintained. This unit will replace our Ford pull behind mower which is not versatile as the MowerMax. The updated budgetary quote come in at $321,835.50.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PURCHASE OF A MOWERMAX BOOM TRACTOR FROM ATMAX EQUIPMENT CO. THROUGH BUYBOARD FOR A TOTAL COST OF $321,835.50

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, ATMAX Equipment Co. submitted a total cost to the City of $321,835.50 for the purchase of a MowerMax Boom Tractor through Buyboard as shown on the quote attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for the purchase of a MowerMax Boom Tractor to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a MowerMax Boom Tractor from ATMAX Equipment Co. through Buyboard;

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 of a MowerMax Boom Tractor from ATMAX Equipment Co. through Buyboard for a total cost of $321,835.50.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay ATMAX Equipment Co. $321,835.50 for the MowerMax Boom Tractor from funds available in the FY 2023 Garage Operating Fund budget 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Tractor Mower - Buyboard Contract 611-20 Req #23000166

ATMAX EQUIPMENT CO.

6902 E. 7th Ave.
Tampa, FL 33619

8136341111 x 4 WWW.MOWERMAX.COM

Quote

Date	Quote #
9/21/2022	2853

Name / Address
Midland, City of , TX Shannon Bates

Rep
DMac

Item	Description	Qty	Cost	Total
MMB Gen 3	MowerMax Boom - Gen 3 - Base Assembly	1	184,450.00	184,450.00T
MMB Std-MMB3	STANDARD EQUIPMENT INCLUDED: 154 HP Turbo Diesel, Stage V Cummins 2-Speed Hydrostatic Transmission 6 Section Valve Bank with Electro-Hydraulic Joystick Controls 3450lbs Counterweight with Integrated Steps Cab certified for both ROPS - ISO 3471 and FOPS - ISO3449 Red Dot AC/Heat Cab with AM/FM/DVD 6.2in Touchscreen with Blue Tooth and iPod Control Heavy duty 22 Ply Industrial Flotation Tires with Chevron Pattern or Radial Multi-Purpose Tires 180 Deg Boom Rotation with Helac Rotary Actuator Full time 4WD and 4 Wheel Steering with Rear Axle Stabilizer 4 LED Flasher/Strobes and 1 - 36in LED Directional Control Bar 12v Air-ride, Grammer cloth seat with lumbar, tilt, arm rest & two safety switches Back-up alarm		0.00	0.00T
26ft Boom Arm	26ft Boom Arm with 1 additional 1400lbs CW and without Head Attachment	1	16,001.25	16,001.25T
Flail Head - HD	50" HD Flail Mower available with optional 180 Degree Swivel	1	16,472.50	16,472.50T
Rotate	180 Degree Rotate for Flail head	1	4,175.00	4,175.00T
QDS-Boom MMB	Quick Disconnect System on boom arm and one attachment	1	2,630.75	2,630.75T
Front Lift	Front Lift Arms with Universal Attachment Mount and Hydraulic QDS	1	10,412.50	10,412.50T
Front Rotary	96in Front Rotary Mower with Dolly Wheels and Float	1	15,472.50	15,472.50T
Rev Fan	Reversing Radiator Fan	1	998.75	998.75T
Back Up camera	MMB - Gen 3 Back-up Camera	1	786.25	786.25T
Fire Suppression S...	MMB - Fire Suppression System (Factory Installed)	1	3,750.00	3,750.00T
Rotary Deck MMB	60in Rotary Deck with hydraulic controlled deck door	1	12,112.50	12,112.50T
QDS-Attach MMB	Quick Disconnect System on boom attachment for 60in Rotary	1	1,572.50	1,572.50T
90 Deg Swivel MMB	90 Degree Swivel/Rotating Deck	1	2,885.50	2,885.50T

Total

Exhibit A

ATMAX EQUIPMENT CO.

6902 E. 7th Ave.
Tampa, FL 33619

8136341111 x 4

WWW.MOWERMAX.COM

Quote

Date	Quote #
9/21/2022	2853

Name / Address
Midland, City of , TX Shannon Bates

Rep
DMac

Item	Description	Qty	Cost	Total
510-7051	MMB - Fecon FMX50 50in Mulching Head	1	21,887.50	21,887.50T
QDS-Attach MMB	Quick Disconnect System on boom attachment for Fecon Mulching Head	1	1,572.50	1,572.50T
Rotate	180 Degree Rotate for 50in Mulching Head	1	4,175.00	4,175.00T
Saw Blade MMB	48in Saw Blade	1	12,282.50	12,282.50T
QDS-Attach MMB	Quick Disconnect System on boom attachment for 48in Saw Blade	1	1,572.50	1,572.50T
90 Deg Swivel MMB	90 Degree Swivel/Rotating Deck	1	2,885.50	2,885.50T
SHIPPING & HANDL...	SHIPPING & HANDLING	1	5,740.00	5,740.00
BuyBoard	BuyBoard Grounds Maintenance Equipment Contract 611-20		0.00	0.00T
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total $321,835.50

City Council Meeting

Item Number: 6

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A SOLE-SOURCE CONTRACT WITH ROSSMAN ENTERPRISES, INC., DBA MAGNEGRIP FOR THE PURCHASE AND INSTALLATION OF MAGNEGRIP TAILPIPE ADAPTERS AND ASSOCIATED COMPONENTS FOR A TOTAL COST OF $106,245.00 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution for the award a contract of the purchase and installation of thirty-four (34) bottom exhaust new MagneGrip Tailpipe adapters and hose drop assembly from Rossman Enterprises, Inc. dba MagneGrip through a sole source for a total cost of $106,245.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2023 Facilities Operating Fund operating budget.

Discussion:

Staff recommends awarding a sole source contract for the purchase and installation of thirty-four (34) bottom exhaust new MagneGrip Tailpipe adapters and hose drop assembly for the Fire Department. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Please see the attached memo from Charles Blumenauer, Fire Chief, for additional information.

Therefore, please consider a resolution awarding a sole source contract of the purchase and installation of thirty-four (34) bottom exhaust new MagneGrip Tailpipe adapters and hose drop

assembly from Rossman Enterprises, Inc. dba MagneGrip of Cincinnati, Ohio for a total cost of $106,245.00.

Tina Gaug

City Manager's Office

MIDLAND Fire Department

Interoffice Memorandum

Date: **09/29/2022**

To: **Regina Stephenson**

From: **Fire Chief Charles Blumenauer**

Subject: **MagneGrip Exhaust Removal System**

The Midland Fire Department installed it's current MagneGrip exhaust system in 2009. This purchase is to upgrade and do maintenance to this system. This system ventilates the exhaust from all apparatus direct from the tailpipe through a fan system to the outside atmosphere. This prevents any exhaust by products from entering the living quarters of the station. This system is very important to the health and safety of all individuals that may enter these facilities.

This was a budgeted purchase for the 2023 budget.

Charles Blumenauer

Fire Chief

RESOLUTION NO. _____

RESOLUTION APPROVING A SOLE-SOURCE CONTRACT WITH ROSSMAN ENTERPRISES, INC., DBA MAGNEGRIP FOR THE PURCHASE AND INSTALLATION OF MAGNEGRIP TAILPIPE ADAPTERS AND ASSOCIATED COMPONENTS FOR A TOTAL COST OF $106,245.00

WHEREAS, the City of Midland provided for the installation of MagneGrip exhaust systems at various fire stations that are in need of certain upgrades and maintenance, which require the purchase and installation of MagneGrip Tailpipe Adapters and associated components; and

WHEREAS, Rossman Enterprises, Inc., DBA MagneGrip is the sole manufacturer of the MagneGrip exhaust system in Texas; and

WHEREAS, Rossman Enterprises, Inc., DBA MagneGrip has agreed to provide and install the MagneGrip Tailpipe Adapters and associated components for a total cost of $106,245.00; and

WHEREAS, the City Council finds the price proposed for the purchase and installation of the MagneGrip Tailpipe Adapters and associated components to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a sole-source contract with Rossman Enterprises, Inc., DBA MagneGrip for the purchase and installation of the MagneGrip Tailpipe Adapters and associated components;

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 sole-source contract with Rossman Enterprises, Inc., DBA MagneGrip for the purchase and installation of the MagneGrip Tailpipe Adapters and associated components for a total cost of $106,245.00. Said contract being attached hereto as Exhibit A and incorporated herein for

all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Rossman Enterprises, Inc., DBA MagneGrip in accordance with the terms and conditions of the above-referenced contract from funds available in the FY 2023 Facilities Operating Fund operating budget 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, 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. 23000159

THIS CONTRACT, effective the 12 day of October, 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Rossman Enterprises, Inc. dba MagneGrip, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 106,245.00 DOLLARS

2. **Scope of Work:** This Contract provides for the purchase and installation of thirty-four (34) new Pro-tail adapters at multiple fire station locations. The purchase and work provided for in this Contract is further described in the following documents that 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 Regina Stephenson 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,

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 120 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.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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).

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 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.

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 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: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, 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 Rossman Enterprises, Inc. dba MagneGrip, 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

MagneGrip®

DATE: October 3, 2022

FOR: Midland Department
ATTENTION: Brian McGary

QUOTE #: 22-2570REV
PROJECT SCOPE: Upgrade MagneGrip® Diesel Exhaust Extraction System with our new Pro Nozzle, Tail Pipe Adapter, Pressure Sensor & Transmitter

EQUIPMENT, MATERIAL AND LABOR PRICE:

Station #1: Upgrade eight 20' Sliding Balancer Tracks to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

- (8) SHDMPRO-523

PRICE.....$20,972.00

NOTE: Fan did not start – needs to be fixed before we can do repairs.

STATION #2: Upgrade (3) 40' Sliding Balancer Tracks to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter. Replace Niederman control panel with MagneGrip control panel, replace 3HP 3 phase fan.

- (3) SHDMPRO-540
- (1) CF-363-3 3 HP Fan
- (1) 500177-08 Control Panel
- (1) 500157-10 10" Rain Cap

PRICE.....$19,828.00

Station 3: Upgrade (3) 40' Sliding Balancer Tracks to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

- (3) SHDMPRO-540
- (1) 540555-01 Acutek Receiver

PRICE.....$10,281.00
NOTE: Fan did not start – needs to be fixed before we can do repairs.

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magnegrip.com | WBE/WOSB Certified | Made in USA

Station 4: Upgrade (2) 20' Sliding Balancer Tracks to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

- (2) SHDMPRO-523

PRICE.....$6,797.00

Station 5: Upgrade (3) 20' Sliding Balancer Tracks to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

- (3) SHDMPRO-523
- Adjust fan motor blades to reduce noise

PRICE.....$7,614.00

Station 6: Upgrade (3) Suction Rails to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

- (3) SHDMPRO-513

PRICE.....$7,819.00

Station 8: Upgrade (3) 20' Sliding Balancer Tracks to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

- (3) SHDMPRO-523

PRICE.....$8,605.00

Station 9: Upgrade (2) 20' Sliding Balancer Tracks to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

- (2) SHDMPRO-523
- (1) 4" Tail pipe kit

PRICE.....$6,215.00

Station 10: Upgrade (3) Suction Rails to PRO Nozzle & Tail Pipe Adapter, 850F 2' lower section of hose, internal cable, handle, pressure sensor and transmitter

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- (3) SHDMPRO-513
- (1) 3" Tail pipe kit
- (1) 7" Tail pipe kit

P R I C E .....$ 7 , 8 1 9 . 0

Station 11: Upgrade (4) Suction Rails to PRO Nozzle & Tail Pipe Adapter

- (4) SHDMPRO-513
- (3) 3 1/2" Tail pipe kits

PRICE.....$8,725.00

- Each Hose Assembly includes a 5" diameter high-temp upper hose section, an 850-degree extreme high-temp 2' lower hose section with handle, our new PRO-nozzle that attaches to the tailpipe adaptor to contain 100% of exhaust emissions while providing ambient air to reduce exhaust temperatures, a tailpipe adaptor assembly that provides easy connection and cool air induction.
- Each Hose Assembly is provided with a transmitter and pressure sensor for automatic activation.
- Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Rusted or damaged tailpipes are the responsibility of the Fire Department.
- Class 2 Spiral Duct, Fittings, and Hangers
- Adjustable Telescopic Support Legs to hang rail or track systems
- Shipping to Job Site
- Labor & Material to Install Systems
- Equipment is 100% American Made by an ISO9001-2015 Company
- Women's Business Enterprise (WBE) Certified
- Women's Owned Small Business (WOSB) Certified

Bid Bond **$1,570.00**

TOTAL PRICE.....$106,245.00

NOTE: Above quote is for one installation trip. Above quote includes 34 new PRO-tail pipe adapters.

Additional tail pipe adapters **Add $525.00 Each**

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TERMS:

- Above quote assumes all vehicles have bottom exhaust new MagneGrip® Tailpipe Adapter and installation with each MagneGrip® hose drop assembly. All vehicles that require tailpipe adapters must be made available to MagneGrip technicians at the time of system installation.
- Above pricing includes 34 tailpipe adapters.
- Fans must be in working condition at Station #1 & 3 before we can do upgrade
- Delivery/Installation: 120 Days
- Pricing does not include any state taxes, sales tax, or special tax if required.
- Net Due upon completion of project.

(Midland FD Proposal dated 10/03/22)

SUBMITTED BY:

MagneGrip

Bruce Sears
bsears@magnegrip.com
Cell: 214-551-7042

ACCEPTED BY:

Company: _____

Authorized Signature: _____

Print: _____ Title: _____

PO#, If Required: _____ Date: _____

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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 Obligee, 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 Obligee, 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

Form Revised August 2012

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

Form Revised August 2012

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

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)(2)-(60).

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 $15.00 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 2022.
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 $11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	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.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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 DECISIO"

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

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)(2)-(60).

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 $15.00 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 2022.
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 $11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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Modification Number	Publication Date
0	01/07/2022

1 02/25/2022

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55 **	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36 **	
Structures	$ 13.52 **	
LABORER		
Asphalt Raker	$ 12.28 **	
Flagger	$ 9.30 **	
Laborer, Common	$ 10.30 **	
Laborer, Utility	$ 11.80 **	
Work Zone Barricade Servicer	$ 10.30 **	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87 **	
Asphalt Paving Machine	$ 13.40 **	
Broom and Sweeper	$ 11.21 **	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96 **	
Excavator, 50,000 lbs or less	$ 13.46 **	
Front End Loader Operator, Over 3 CY	$ 12.77 **	
Front End Loader, 3CY or less	$ 12.28 **	
Loader/Backhoe	$ 14.18 **	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85 **	
Roller, Asphalt	$ 10.95 **	
Roller, Other	$ 10.36 **	
Scraper	$ 10.61 **	
Spreader Box	$ 12.60 **	
Servicer	$ 13.98 **	
Steel Worker (Reinforcing)	$ 13.50 **	
TRUCK DRIVER		
Lowboy-Float	$ 14.46 **	
Single Axle	$ 12.74 **	
Single or Tandem Axle Dump	$ 11.33 **	
Tandem Axle Tractor with Semi	$ 12.49 **	

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 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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 DECISIO"

September 16, 2022

Midland Fire Department

Re: Sole Source

To Chief McGary,

The MagneGrip® Vehicle Exhaust System is manufactured by MagneGrip®. No other system is interchangeable with the MagneGrip® system and its tailpipe nozzle connection. The MagneGrip® nozzle and tailpipe assembly is the only system available that simultaneously protects fire personnel from exposure to diesel exhaust fumes by sealing 100% at the nozzle/tailpipe connection; as well as allow ambient air into the nozzle to cool the apparatus exhaust to protect the hose and system life.

All MagneGrip® components are provided by MagneGrip® and have engineered features no other manufacturer can duplicate.

In the State of Texas, MagneGrip® is the only company that can provide the MagneGrip® System.

Sincerely,

Maggie Rossman, President
513-489-4440, Ext 105
Mrossman@magnegrip.com

11449 Deerfield Rd. Cincinnati, OH 45242 | phone: 800-875-5440 | fax: 513-247-2502 | email: info@magnegrip.com
magnegrip.com

City Council Meeting

Item Number: 7

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE MOMENTUM BANK BALLPARK PEDESTRIAN BRIDGE REHABILITATION PROJECT TO MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF $184,250.00; APPROVING $18,425.00 FOR PROJECT-RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)**

Purpose:

Resolution awarding a contract for the construction of Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project to Mid-Tex of Midland, Inc., in the amount of $184,250.00; approving $18,425.00 for project related expenses; and appropriating funds for said project for the Community Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Scharbauer Sports Complex Fund Unappropriated Fund Balance and will be transferred and appropriated to a project in the Capital Projects Fund.

Discussion:

Motion 089-2022 approved plans and specifications and authorized the City Manager or the City Manager's designee to advertise for competitive sealed bids for the Momentum Bank BallPark Pedestrian Bridge Rehabilitation Project. One hundred thirty-seven (137) contractors were notified that the competitive sealed bid was available. We received a sole proposal from Mid-Tex of Midland Inc. Staff's recommendation is to issue one contract to Mid-Tex of Midland, Inc. Please see the attached memo from Cristina Burns, Community Services Director, for more

information.

Therefore, please consider a resolution awarding a contract for the construction of Momentum Bank BallPark Pedestrian Bridge Rehabilitation Project to Mid-Tex of Midland, Inc. of Midland, Texas for a cost of $184,250.00 plus $18,425.00 for project related expenses, for a total project cost of $202,675.00.

Tina Gaug

City Manager's Office

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: September 29, 2022
To: Morris Williams, Deputy City Manager
From: Cristina Burns, Community Services Director
Subject: Accept Proposal - Momentum Bank Ballpark Bridge Renovation Project

The City of Midland has had the pedestrian bridge at Momentum Bank Ballpark evaluated by the structural engineering team at Parkhill. The concrete supports for the bridge need replacement.

The structural integrity of the bridge itself is not an issue. Therefore, the plans call for lifting the bridge and moving it while the existing supports are demolished and reconstructed to provide an improved support structure. The bridge would then be placed back into location. The plans call for an add-alternate, which would allow new concrete to be placed on the deck, where some deterioration has been identified.

The plans and specifications for this work were issued as a Request for Proposals for the bridge renovations at Momentum Bank Ballpark. Mid-Tex of Midland turned in the only proposal. The base proposal is $146,500.00, with an additional $37,750.00 for the add-alternate new concrete. Total for the proposal is $184,250.00.

The schedule for the work requires starting work in November. Completion is expected in early 2023, well in advance of baseball season.

Staff recommends accepting the Mid-Tex of Midland Proposal in the amount of $184,250.00. An additional amount of $18,425.00 is requested in the project to cover any work to be completed outside of the contract with Mid-Tex, such as materials testing. Total project funding requested is $202,675.00.

$202,675.00 is available in the Scharbauer Sports Complex unappropriated fund balance and is hereby appropriated and will be transferred to a project.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE MOMENTUM BANK BALLPARK PEDESTRIAN BRIDGE REHABILITATION PROJECT TO MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF $184,250.00; APPROVING $18,425.00 FOR PROJECT-RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, Motion 089-2022 approved plans and specifications and authorized the advertisement for bids for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project; and

WHEREAS, the sole bid received by the City was opened on September 21, 2022, with bid being submitted by Mid-Tex of Midland, Inc., as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Mid-Tex of Midland, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Mid-Tex of Midland, Inc., for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $18,425.00 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 Mid-Tex of Midland, Inc., in the amount of $184,250.00 for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project. Said contract being attached hereto as Exhibit B and incorporated herein for all purposes.

SECTION TWO. That the sum of $18,425.00 for expenses related to the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project is hereby approved.

SECTION THREE. That the amount of $202,675.00 shall be transferred and appropriated from the Scharbauer Sports Complex Fund Unappropriated Fund Balance to a project established by the City of Midland Finance Department for purposes consistent with the Resolution.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Mid-Tex of Midland, Inc., pursuant to the terms of said contract from funds available in the project established by the City of Midland Finance Department 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 22004273 Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Projec OPENED September 21, 2022			Mid-Tex of Midland, Inc. 5206 W. Wadley Ave. Midland, Texas 79707 432-697-2282 Alan White	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
1	1	Base Proposal	$146,500.00	$146,500.00
2	1	Alternate #1 Proposal	$37,750.00	$37,750.00
		TOTALS:		$184,250.00

Bidding Summary:

137 **Bid requests were issued.**

1 **Bids listed above**

2 **NO BIDS were received.**

134 **Bidders did not respond.**

0 **Incomplete Proposals**

THE CITY OF MIDLAND

CONTRACT

Contract No. 22004273

THIS CONTRACT, effective the 12 day of October, 2022, by and between the City of Midland, hereinafter referred to as "CITY", and Mid-Tex of Midland, Inc, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 184,250.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation Project, which is further described in the following documents that 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 Cristina Burns 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, 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 120 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; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. 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 CITY or the CITY'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. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, 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.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **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.

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. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **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.

21. **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).

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.

22. **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.

23. **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**.

24. **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.

25. **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.

26. **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.

27. **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.

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. **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.

30. 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.

31. **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.

32. **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.

33. **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.

34. 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: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS 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 Mid-Tex of Midland, 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____.

_____
Notary Public, State of

MIDLAND
Feel the Energy!

Momentum Bank Ballpark
Pedestrian Bridge Rehabilitation
Midland, Texas

RFP No. 22004273

MID-TEX OF MIDLAND

5206 W. Wadley Ave. Midland, Texas 79707
432.697.2282 (o) • 432.694.9627 (f)
www.midtexofmidland.com

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707
Phone: (432) 697-2282
Fax: 694-9627

September 21, 2022

Ms. Amy Tuner, City Secretary
City of Midland
300 N. Loraine Street
Midland, Texas 79701

Re: City of Midland
Momentum Bank Ballpark
Pedestrian Bridge Rehabilitation Project
5514 Champions Drive
Midland, Texas 79706

Dear Ms. Turner,

Please find in the enclosed booklet our proposal for the Momentum Bank Ballpark Pedestrian Bridge Rehabilitation project. Our team from Mid-Tex of Midland, Inc. greatly appreciates the opportunity to submit our proposal and looks forward to the opportunity to work with Parkhill and City of Midland teams

Thank you again for this opportunity, we look forward to hearing from you and your team soon. We will be available as necessary to review or discuss this information as you may require.

Respectfully,

T. Alan White

Alan White
President & Co-Owner

Request for Proposal

1. Cost Summary, Bid Bond, Execution of Offer, Conflict of Interest Questionnaire, Affidavit of Eligibility & Form 1295

2. Firm Information, Insurance & Litigation Claims, & Qualification Statement

3. Project Team & Resumés

4. Proposed Schedule, Experience, Clients Served & References

5. Safety History & Program

DOCUMENT 00 42 00 - PROPOSAL FORM

Date: ***September 21,*** 20 ***22***

City of Midland
300 N Loraine Street
Midland, Texas 79701

Dear City Secretary:

The undersigned, having carefully examined the specifications, drawings, and related documents entitled:

MOMENTUM BANK BALLPARK, PEDESTRIAN BRIDGE REHABILITATION
5514 CHAMPIONS DRIVE, MIDLAND, TEXAS

all as prepared by Parkhill 1700 West Wall Street, Suite 100, Midland, Texas 79701; 432.697.1447, as well as having made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the work, proposes to furnish all materials, labor, and equipment necessary to complete the work in accordance with said documents, of which this bid is a part, for the following sum:

I. BASE PROPOSAL: One hundred forty ~~seven~~ Thousand five hundred Dollars ($ 146,500.00)

II. ALTERNATE #1 PROPOSAL: _____

Thirty Seven Thousand seven hundred fifty Dollars ($ 37,750.00)

TOTAL PROPOSAL INCLUDING BASE AND ALTERNATES: one hundred eighty four thousand two hundred fifty Dollars ($ 184,250.00)

The undersigned acknowledges receipt of ***1*** addenda to the Drawings and Project Manual as follows:

No. ***01*** Date ***09/19/2022*** No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____ No. _____ Date _____

(The Proposer is to fill in I.D. Number and date of each thereby acknowledging receipt of Addenda).
If awarded the contract, the undersigned agrees to commence work under this contract on or before a date to be specified in Written Notice to Proceed and to substantially complete the project within 120 calendar days from said date.

Proposer agrees to pay the Owner $500.00 per day, as liquidated damages, for each day the substantial completion of this project extends beyond the stipulated substantial completion date.

If notified of the acceptance of this bid within sixty (60) days of the time set for the opening of proposals, Proposer agrees within 10 days of notification, to execute a contract in the form of the City of Midland Agreement between Owner and Contractor for the above work, for the above stated compensation.

PROPOSAL SECURITY, as defined in the Request For Proposals, which the Undersigned agrees to disposition of, is attached to this Proposal.

Upon acceptance of this Proposal by Owner, Contractor shall furnish, at the time of the signing of the contract, a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100 percent of the Contract Price. Surety shall meet requirements specified in the Owner/Contractor Agreement.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive all formalities in accordance with State law.

ATTACHMENTS

Please attach to this document, Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

In accordance with Instructions to Proposers, the documents listed below will be submitted within 48 hours of proposal opening and are made a condition of the Bid.

Respectfully Submitted,

By: T. Alan White **T. Alan White**

Title: ***President & Co-Owner***

Business Address with Zip Code

Mid-Tex of Midland, Inc.

5206 W. Wadley Ave.

Midland, Texas 79707

(SEAL - If Proposal is by Corporation)

MID-TEX OF MIDLAND CORPORATE SEAL INC TEXAS

Telephone Number with Area Code ***432.697.2282***

FAX Number with Area Code ***432.694.9627***

Fill in the applicable information:

A Corporation, chartered in the State of ***Texas***.

Authorized to do business in the State of Texas.

A Partnership, composed of N/A, and

_____and _____.

An Individual operating under the name of N/A

_____.

Corporate Seal:

END PROPOSAL FORM

WESTFIELD INSURANCE COMPANY

Westfield Group®1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
MID-TEX OF MIDLAND, INC.
5206 WEST WADLEY
MIDLAND, TEXAS 79707

SURETY:
(Name, legal status and principal place of business)
WESTFIELD INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:
(Name, legal status and address)
CITY OF MIDLAND
300 NORTH LORAINE
MIDLAND, TEXAS 79702

BOND AMOUNT: FIVE PERCENT OF THE GREATEST AMOUNT BID----------

PROJECT:
(Name, location or address, and Project number, if any)
PEDESTRIAN BRDIGE REHABILITATION

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of SEPTEMBER, 2022

_____ *(Witness)*

CARLA ROGERS *(Witness)*

MID-TEX OF MIDLAND, INC. *(Principal)* *(Seal)*
By: _____ *(Title)*

MID-TEX OF MIDLAND, INC. CORPORATE SEAL TEXAS

WESTFIELD INSURANCE COMPANY *(Surety)* *(Seal)*
By: _____
MARLA HILL, ATTORNEY-IN-FACT *(Title)*

Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

BD5084 OFWWN (10/2010)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **4220352 01**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MARLA HILL, HOWARD COWAN, JOINTLY OR SEVERALLY

of **LUBBOCK** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

EXECUTION OF OFFER

Date: ***September 21, 2022***

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through ***9***.

Offeror/ COMPANY: ***Mid-Tex of Midland, Inc.***

SIGNATURE (INK): T. Alan White

NAME: (TYPED/PRINTED) ***T. Alan White***

TITLE: ***President & Co-Owner***

STREET: ***5206 W. Wadley Ave.***

CITY/STATE/ZIP: ***Midland, Texas 79707***

TELEPHONE: ***432.697.2282*** FAX: ***432.694.9627***

E-MAIL ADDRESS: ***alan@midtexofmidland.com***

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.**

Mid-Tex of Midland, Inc.

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.**

N/A

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 ***N/A***

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 ***N/A***

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.**

N/A

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). ***N/A***

7 *T. Alan White, President & Co-Owner*

Signature of vendor doing business with the governmental entity

September 21, 2022

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CITY OF MIDLAND

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: **Mid-Tex of Midland, Inc..**

Local Address (must be within the City limits): **5206 W. Wadley Ave.**

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? **20**
3. Year your business was established in the City of Midland: **1941**
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: **1-75-2322458-6**

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

   Mid-Tex of Midland, Inc.
   5206 W. Wadley Ave.
   Midland, Texas 79707

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:

   N/A

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: T. Alan White Date: **September 21, 2022**

Printed Name and Title: **T. Alan White, President & Co-Owner**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2022-933835

Date Filed:
09/14/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MID-TEX OF MIDLAND, INC.
Midland, TX United States

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, TX

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.
RFP 22004273
Momentum Bank Ball Park - Pedestrian Bridge Rehabilitation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
White , T. Alan	Midland, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is ***T. Alan White, President & Co-Owner***, and my date of birth is ***December 13, 1957***.

My address is ***5206 W. Wadley Ave.*** (street), ***Midland*** (city), ***TX*** (state), ***79707*** (zip code), ***USA*** (country).

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

Executed in ***Midland*** County, State of ***Texas***, on the ***21st*** day of ***September***, 20***22*** (month) (year).

T. Allen White

Signature of authorized agent of contracting business entity
(Declarant)

Firm Information

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707

(432) 697-2282
(432) 694-9627 Fax

Form of Business Organization: Subchapter S Corporation

Year Founded: 1941

Primary Individual to Contact:
Alan White
President & Co-Owner
alan@midtexofmidland.com

Secondary Individual to Contact:
Paul Renz
Vice-President & Co-Owner
paul@midtexofmidland.com

Insurance & Litigation

Mid-Tex of Midland, Inc. has not had any insurance claims or litigation within the last 5 years.

Qualification Statement Attached…

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A305

Contractor's Qualification Statement

1986 Edition

This form is approved and recommended by the American Institute of Architects (AIA) and the Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Ms. Amy Turner, City Secretary
COMPANY: City of Midland
ADDRESS: 300 North Loraine
Midland, Texas 79702

SUBMITTED BY: Mr. T. Alan White
COMPANY: Mid-Tex of Midland, Inc.
ADDRESS: 5206 West Wadley
Midland, Texas 79707

Corporation X

PRINCIPAL OFFICE: Same as above

NAME OF PROJECT: Momentum Bank Ballpark
Pedestrian Bridge Rehabilitation

TYPE OF WORK (file separate form for each Classification of Work):

X	General Construction		HVAC
	Plumbing		Electrical
	Other _____ (Please Specify)		

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

Since 1962

1.2 How many years has your organization been in business under its' present business name?

Since 1969

1.2.1 Under what other or former names has your organization operated?

Mid-Tex Paint Company

1.3 If your organization is a corporation, answer the following:

1.3.1	Date of incorporation:	April 6, 1990
1.3.2	State of incorporation:	Texas
1.3.3	President's name:	T. Alan White
1.3.4	Vice-president's name(s):	Paul Renz
1.3.5	Secretary's name:	Paul Renz
1.3.6	Treasurer's name:	Paul Renz

1.4 If your organization is a partnership, answer the following: N/A

1.4.1 Date of organization:
1.4.2 Type of partnership (if applicable):
1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following: N/A

1.5.1 Date of organization:
1.5.2 Name of owner:

1.6 If the form of your organization is other that those listed above, describe it and name the principals:

N/A

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

N/A

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

The State of Texas

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its' own forces.

Project Management	Resilient Flooring & Base
Project Supervision	Carpet
Rough Carpentry	Specialty Flooring
Finish Carpentry	Laminated Tops
Ceramic Tile	Specialties Labor

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

No

3.2.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its' officers?

No

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

No

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

See Attached

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amounts, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

$ 38,000,000

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached

4. REFERENCES

4.1 Trade References: See Attached

4.2 Bank References: See Attached

4.3 Surety:

4.3.1 Name of bonding company: Westfield Group

4.3.2 Name and address of agent: 555 Republic Place, Suite 450
Plano, Texas 75074
Ms. Gwen Bechtold
(800) 368-3597

Local Representative: Cowan-Hill Bond Agency
Mr. Howard Cowan / Ms. Marla Hill
(877) 640-2663

5. FINANCING

5.1 Financial Statement. **FINANCIAL STATEMENT FURNISHED UPON REQUEST**

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items.

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Beal & Wilkes, PC
24 Smith Road, Suite 225
Midland, Texas 79705
(432) 688-3946

5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

6. SIGNATURE

6.1 Dated this day September 21, 2022
Name of Organization: Mid-Tex of Midland, Inc.

By: T. Alan White

T. Alan White
President & Co-Owner

6.2 Mr. T. Alan White, President & Co-Owner being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day September 21, 2022

Notary Public:

LESLIE B SALCEDO
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 126649821
EXPIRES 09/04/2024

Project Team

Estimating & Negotiations	Alan White
General Superintendent	Billy Mays
Project Superintendent	Wilcey Koinzan
Lead Project Manager	Rob Rose
Executive Support	Leslie Salgado

Please see resumes and experience of the proposed project superintendents in the following pages...

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707

(432) 697-2282
(432) 694-9627 Fax
alan@midtexofmidland.com

Mr. Alan White President / Co-Owner

Personal

Born December 13, 1957 **Married** **2 Children**

Objective

Develop a vibrant, growing and strong company; to support the community. Doing the best job we can and employing the professionals necessary to support the Company and Community.

Experience

1990 - Present Mid-Tex of Midland, Inc. Midland, Texas
President – Co-Owner
Coordinate and oversee construction operations
Project negotiation with Owners & Architects
Estimating
Monthly project billings

1986 - 1990 Mid-Tex of Midland, Inc. Midland, Texas
Estimator / Business Development
Develop construction business
Negotiate with Owners, Architects and Property Managers
Estimate, expedite and coordinate all projects

1985 - 1986 J.L. Moore Construction Odessa, Texas
Chief Estimator and Project Manager

1983 - 1985 Area Builders, Inc. Odessa, Texas
Estimator and Project Coordinator

1982 - 1983 Area Builders, Inc. Odessa, Texas
Assistant Project Superintendent
North Petroleum Center Midland, Texas
Cornerstone Shopping Center Midland, Texas

Education

1977 - 1982 Texas Tech University Lubbock, Texas
B.S. Construction Engineering
1976 Midland High School Graduate Midland, Texas

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707

(432) 697-2282
(432) 694-9627 Fax
billy@midtexofmidland.com

Mr. Billy Mays — Project Manager

Personal

Born January 14, 1957 **Married** **4 Children**

Objective

Provide the best leadership as necessary to assist in completing the projects efficiently. Assist and coordinate project development with the Owners, Architects, Superintendent and Company.

Experience

1990 - Present **Mid-Tex of Midland, Inc.** **Midland, Texas**

1992 - Present: Project Manager

Duties include:

Jobsite meetings with Owners and Architects to insure the quality and timely completion of the project

Jobsite meetings with sub-contractors to insure the quality and timely completion of projects

Scheduling of projects

Review all correspondence : daily reports, RFI'S, pay request, change request, change proposals, correspondence to and from Architect and Owner etc.

Scheduling of Company workforce to insure adequate manpower is available on the project

Assist with estimating and expediting of projects

Coordinate safety meetings

1990 - 1992 **Mid-Tex of Midland, Inc.** **Midland, Texas**

Superintendent

Duties include:

Supervision of Mid-Tex of Midland, Inc. work force

Supervision of sub contractors

Scheduling work on project

Jobsite meetings with subcontractors, Owner and Architects to insure quality and timely completion of work on the project

Generation of RFI'S

Projects :

1990 – 1991 Midland Hilton, Midland, Texas

1991 MPD Renovation, Midland, Texas

1992 Lincoln Tower Renovations Odessa, Texas

1987 - 1990 **Dave Leonard Construction** **Midland, Texas**
Superintendent
Duties include:
Supervision of all phases of project
Scheduling of project
Generation of RFI'S

Projects:
1987-Presidio ISD Presidio, Texas
1988-Cardio-Cath Lab Midland, Texas
1988-1989 MISD Renovations Midland, Texas
1989 First United Methodist Church San Angelo, Texas

1985 - 1987 **JBW Construction** **Midland, Texas**
Carpenter Foreman
Duties included:
Scheduling of crews
Drywall and carpenter work on projects

1979 - 1985 **Alpha-Sun Inc.** **Midland, Texas**
Superintendent
Company did residential remodels and installation of pools and spas
Duties included:
Supervision of all projects
Scheduling of subcontractors and GC work force

1977 - 1979 **Builta Construction** **Midland, Texas**
Carpenter Foreman
Residential and commercial projects

1975 - 1977 **Harold House Construction** **Midland, Texas**
Carpenter
Commercial and residential construction.

Education

Graduated 1975 Lee High School Midland, Texas

Interests

Softball, coaching my children, reading, fishing, camping

Affiliations

ASA Umpire, Midland United Girls Softball Coach

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707

(432) 697-2282
(432) 694-9627 Fax
wkoinzan@midtexofmidland.com

Mr. Wilcey Koinzan

Superintendent

Personal

Born: October 20, 1948 **Married** **2 Children**

Objective

Improve project quality, control, coordinate and manage a safe, efficient, profitable project. Assist with the coordination between the Architect, Owner and General Contractor.

Experience

2015 - Present **Mid-Tex of Midland, Inc.** **Midland, Texas**
Project Superintendent:

COM MAISP Multiple Renovations ($4,500,000)
Midland, Texas

Parks Bell NWC Center ($3,000,000)
Odessa, Texas

BTA Phase II Addition & Renovation ($1,500,000)
Midland, Texas

City of Midland – Fire Station No. 6 ($4,575,000)
Midland, Texas

Multiple Projects Ranging ($700,000 - $3,000,000)

1999 – 2007
Owner of 3rd Generation Construction:

Projects included masonry, concrete and steel construction for religious, educational and military facilities. Also performed Superintendent duties for the National Guard Armory in Midland, Texas

Prior to 1999
Gained experience and leadership skills in the construction industry throughout Central and West Texas

Education

1967 – 1971 Texas Tech University Lubbock, Texas
B.S. Agricultural Economics

Interests

Family and spending time outdoors

Resume

Robby Rose

Professional Summary:

18 years as Project manager for commercial and residential construction.
Responsible for purchasing and setting delivery schedules of materials for construction projects in a timely manner to complete construction projects. Schedule labor to meet prepared completion schedules set by contractors and owners. Maintaining and preparing MSDS, Submittals, and Safety programs of projects in progress. Prepare closeout documents, invoices, and project status reports. And communicate with other contractors, Architects, and owners.

18 years as an Estimator for commercial and residential projects.
As Estimator I was responsible for successful interpretation of blue prints and project manuals. Communicating with Architects and Contractors while preparing take offs. Price materials, labor, and equipment costs. Prepare and present written proposal's to Contractors.

18 years as AutoCAD Lt Draftsman.
Drafting and designing custom and spec homes for the residential industry. To meet with prospective clients in order to determine what style, size, and layout of a home they need and want.

Skills / Qualifications:

Computer Skills include online research, county records research, Auto Cad Lt Program, Microsoft Word, Excel, Quick Bid Estimating and On Screen Takeoff, and Adobe Acrobat.

Accomplishments:

I was a former member of the Board of Directors for the Permian Basin Home Builders Association (3 yrs).
I was a former member of the Council of the YMCA Indian Guides program (4yrs) with the highest position held as Nation Chief

Experience:

2011 thru Present
Project Coordinator
Mid-Tex of Midland, Inc.
Midland, Texas

2000 thru 2011
President / Project Manager / Estimator / Draftsman
Rose Drywall & Acoustical Construction, Inc;
Midland, Texas

1996 thru 2000
Project Manager / Estimator / Draftsman
Woodruff - Rose Construction;
Midland, Texas

1987 thru 1996
Estimator / Project Administrator/ Draftsman
Woodruff Drywall;
Midland, Texas

1986 thru 1999
Texas Army National Guard
Midland, Texas

Prior to 1987
Information Technician
Petroleum Information
Midland, Texas

Education / Training:

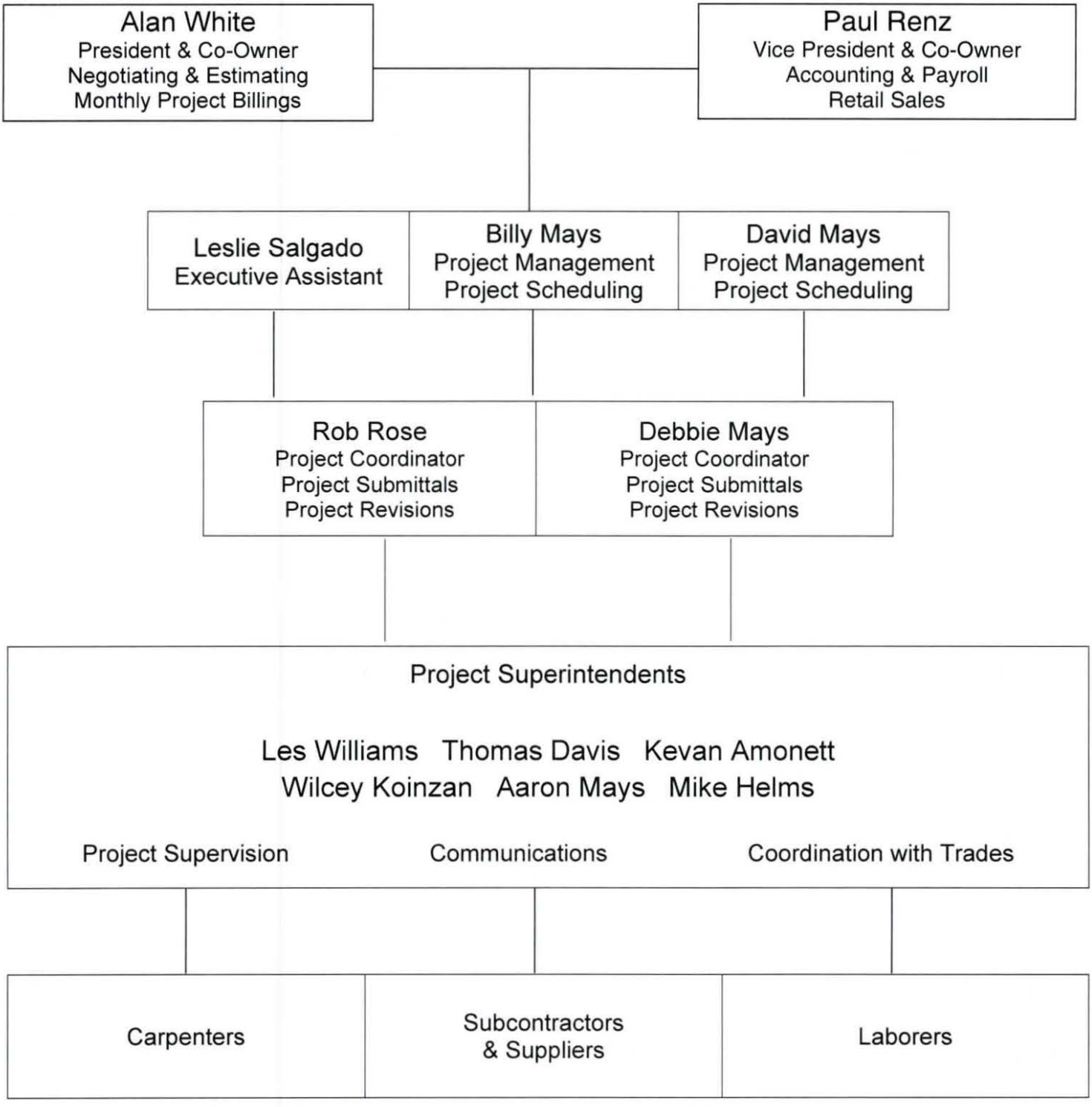
1984 – 1989
General Studies,
Midland College,
Midland, Texas

1996
Autolisp Work Shop
Midland College Continuing Education
Midland, Texas

1998
Estimating using Quick Bid and On Screen Take Off
Carter's School of Estimating
Florida

1986 – 1999
Chemical Specialist, Combat Engineer, Mechanized Infantry, Field Medic
Texas Army National Guard
Midland, Texas

Organizational Chart



CONSTRUCTION PROJECTS

EDUCATIONAL		PROJECT AMOUNT
Midland College	Truck Driving Facility	255,000
	F Marie Hall SimLife Center	1,300,000
	IT Renovations	370,000
	Science Labs	600,000
	Student Center	5,700,000
	Physical Education Building	5,300,000
	Chaparral Center Expansion	5,600,000
	Child Development, LRC & OTC	4,900,000
	Science Building	4,600,000
	Residence Hall 3	4,200,000
	Technology Center – Fort Stockton	1,200,000
	Advance Technology Center	2,400,000
	P.E. Building	350,000
Midland ISD	West Education Center	5,500,000
	Freezer Warehouse	1,200,000
	Goddard JHS Addition & Renovation	2,500,000
	Pease & Washington	900,000
	LHS Additions & Renovations	349,000
	Midland Freshman Renovations	450,000
Region 18 ESC	Additions & Renovations	1,560,000
Ector County ISD	Hays Elementary Addition & Renovation	2,300,000
	Bowie JHS Addition & Renovation	2,370,000
	Bowie Elementary	604,000
	Soccer & Softball Complex	1,400,000
	Ector Junior High Cafeteria	1,900,000
	AIM High School and Nursery	359,000
	Permian HS Gymnastics Gym	370,000
Greenwood ISD	Baseball & Softball Complex	1,600,000
	Elementary, Middle & High School	4,850,000
Angelo State University	Carr Fine Arts	200,000
	Plaza Verde Stairs	160,000
	Biology Greenhouse	1,500,000
	Norris Baseball Clubhouse	600,000
San Angelo ISD	Maintenance & HVAC Replacement	1,800,000
	Summer 2017 – 4 Projects	5,500,000
	Fort Concho Elementary	1,800,000
	Central High Doors	55,000
	Lou Gehrig Hall Renovation	2,900,000
	McGill HVAC Replacement	1,057,000
	Glenn Elementary Addition	1,730,000
	Glenn Elementary Bathrooms	600,000
	Alta Loma & Belaire Renovations	1,940,000
	Food Service Fire Sprinklers	250,000
	Austin Elementary Addition & Renov.	1,200,000
	Glenn Bathroom Renovations	1,826,000
	Glenn & Lee Gym Renovations	1,230,000
	Reagan Elementary	6,300,000
	Glenmore Elementary	5,500,000
	Goliad Elementary	8,300,000
	Stadium Bathroom Renovations	140,000
	Stadium Restrooms	141,000
	Glenn & Lee Renovations	920,000
Rankin ISD	Miscellaneous Projects	2,000,000
	Elementary & Junior High Renovations	1,700,000
Fort Stockton ISD	Transportation Facility	1,600,000
Fort Davis ISD	New Gym & Renovations	573,000
Odessa College	ET Center Addition & Renovation	1,100,000
	Sedalia Hall	1,420,000

	Cosmetology Building	470,000
Forsan ISD	Additions & Renovations	201,000
Alpine ISD	Junior High School Addition	501,000
Sul Ross State University	Museum of the Big Bend	3,000,000
	Child Care Center	450,000
	Food Services Renovations	250,000
UTPB	Student Housing Renovations	680,000
	Demarc 2	300,000
	Utility & Parking Additions	700,000
	STEM Academy Addition	1,800,000
	Sheriff Department Renovations	475,000
	Nursing Sumulation Renovations	730,000
	Various Projects 2015	730,000
	Accounting Offices	325,000
	Demarc 1	252,000
	Cooling Tower	1,750,000
	Various Projects 2013-14	1,670,000
	Nursing Simulation Center	1,000,000
	IT Building Renovations	1,100,000
	Student Housing – Phase IV	5,450,000
	IT Building Renovations	200,000
	Student Housing – Phase III	5,900,000
	Softball Fields	440,000
	Baseball Field	175,000
	Mesa Building Renovations	1,250,000
	Marquee Monument Signs	215,000
	New Dormitories	645,000
	Tennis Courts	350,000
Buena Vista ISD	Renovations	1,200,000
	Library	215,000
McCamey ISD	Teacher Housing	137,000
	2001 Renovations	570,000
	Gym & Locker Rooms	365,000
Pecos ISD	District Wide Additions & Renovations	15,000,000
	District Wide Parking Lots	2,200,000
	High School Renovations	3,900,000
	Pool / Gym Renovations	1,000,000
	Field House	2,100,000
	Vocational Building	3,700,000
	Austin & Kindergarten	9,300,000
	Crockett & Haynes Schools	12,000,000
	C.A.T.E. Building	1,975,000
	School Renovations	2,100,000
	School Renovations	1,415,000
	High School Softball Field	700,000
Terrell County ISD	Field House	1,300,000
	Elementary, Gym & Cafeteria	3,000,000
	High School & Vocational Buildings	5,400,000
Howard College	SWCID (2 Projects)	1,200,000
Terlingua CSD	Big Bend High School	615,000
Iraan-Sheffield ISD	Texas Challenge Academy	1,100,000
	Phase 1 Renovations	5,200,000
	Phase 2 Renovations	5,400,000
	Phase 3 Renovations	3,200,000
	Technology Center	825,000
	Gymnasium Re-Roofing	375,000
Crane ISD	Elementary Addition, Phase II	9,030,000
	Gym & Locker Rooms	770,000
	Elementary & Primary Schools	1,360,000
	High School Renovations	1,000,000

GOVERNMENT		PROJECT AMOUNT
Glasscock County	New Annex / Sheriff Renovations	4,000,000
Midland County	Courts & Administration	22,000,000
Reeves County	Rodeo Arena – Phase 2	2,760,000
	Rodeo Arena – Phase 1	1,100,000
	Civic Center & Show Barns – Phase 2	2,600,000
	Jail Renovations	1,300,000
City of Midland	Dennis the Menace Park	1,000,000
	EZ Rider Expansion	1,900,000
	Terminal Building Improvements	2,600,000
	Sports Complex Soccer & Football	2,100,000
	Fire Station 6	5,700,000
	Scharbauer Sports Complex	653,000
	MLK Community Center	1,900,000
	Scharbauer Sports Complex	1,800,000
	MLK Community Center	1,500,000
	New Fire Station	766,000
	Police Department	1,482,000
City of Odessa	Floyd Gwin Auditorium	100,000
	Floyd Gwin Restrooms	185,000
	Floyd Gwin Pool House Renovations	320,000
	Woodson Park Renovations	100,000
City of San Angelo	Fire Station 4	6,000,000
	Fire Training Facility	3,800,000
	Columbarium	340,000
	Concession Building	350,000
Tom Green County	Goodfellow NCO Club	900,000
City of Big Spring	Municipal Auditorium Renovations-2015	470,000
	Municipal Auditorium Renovations-2012	414,000
City of Monahans	City Hall Renovations	925,000
City of Kermit	City Hall Renovations	805,000
Sterling County CC	Interior Renovations	708,000
Dyess AFB	New Mini-Mall - Abilene	3,000,000
Goodfellow AFB	Main Exchange Upgrade – San Angelo	1,250,000
	Shoppette w/ Gas – San Angelo	650,000
Social Security Administration	New Offices	107,000
Alpine Housing Authority	Renovations & Additions	313,000
V.A. Medical Center	5th Floor Renovation	845,000
Lincoln Tower Alterations	Retirement Center	1,453,000
Lincoln Plaza	Park	1,143,000
Texas Health & Human Serv.	Hardware & Elevator	450,000
	Addition & Elevators	1,020,000
	Freezer Replacement	700,000
	State School Additions	406,000
	Elevator Additions	155,000
	Interior Renovations & Additions	460,000
TxDOT	Safety Rest Area – San Angelo	2,150,000
	Area Engineers Office – San Angelo	680,000
	Office Construction	353,000
	Maintenance Office – San Angelo	435,000
	Office & Lab – San Angelo	688,000
	Vehicle Title & Registration	400,000
Texas Parks & Wildlife	Office Renovations	633,000
	Law Enforcement Office – San Angelo	240,000
	Indian Lodge Renovations	1,200,000

RETAIL		PROJECT AMOUNT
McCoy's Building Supply Center	New Facility – Alpine, Texas	1,800,000
Family Powersports	New Facility – San Angelo	1,800,000
Midland Powersports	New Facility	1,200,000
Charles Schwab	Interior Renovations	173,000
Cornerstone Shopping Center	Interior Renovations	508,000
Coach House Gifts	Interior Renovations	184,000
Pier 1 Imports	Interior Renovations	165,000
New York Bagel Café	New Building	390,000
International House of Pancakes	New Building	715,000
Natural Foods Market	New Building	725,000
Westlake ACE Hardware	Interior Renovations	170,000

MEDICAL		PROJECT AMOUNT
Mitchell County Hospital	New Rural Health Clinic	3,600,000
Shannon Medical Center	Shannon Develop Center	1,600,000
	Surgical & MOB GI Additions	2,800,000
	Acute Care Facility	750,000
	MHMR Renovations	1,700,000
La Esperanza Clinic	New Facility – San Angelo	1,100,000
Permian General Hospital	Interior Renovations	132,000
	Doctors Clinic	662,000
	Business Offices	155,000
	Surgery Center & Patient Rooms	2,300,000
	Maternity Ward	624,000
	Convalescent Center	270,000
Midland Memorial Hospital	Entrances & 8th Floor Renovation	1,300,000
	Pharmacy Addition & Renovation	790,000
	LDR Renovations	490,000
	Isolation Room Upgrade	150,000
	CT Imaging	175,000
	SemperCare Acute Care	450,000
	Interior Renovations	141,000
	3rd Floor Children's Oncology	1,480,000
Martin County Hospital	Additions & Renovations	4,400,000
V. A. Medical Center	Basement & Corridor Addition	761,000
Scenic Mountain Medical Ctr.	Interior Renovations & Addition	315,000
TTU Health Sciences Center	Nurses Classrooms	900,000
Medical Center Hospital	Infusion Services	550,000
	Sterile Processing	1,200,000
	7 West Renovations	2,800,000
	Trauma Renovations	270,000
	Family Health	320,000
	Sim Lab Renovation	2,600,000
	Doctor Offices	475,000
	Sky Bridge	141,000
	Histology Renovations	250,000
	4 West Renovations	550,000
	MOB Tenant Build-Out	750,000
	Stewart Wheatley Build-Out	450,000
Hudspeth Memorial Hospital	Addition & Renovation	3,600,000
	Sonora Medical Center	1,200,000

ENERGY		PROJECT AMOUNT
Parsley Energy	New Campus	36,000,000
BTA 2	Additions & Renovations	1,600,000
BTA 1	Additions & Renovations	1,450,000
Anadarko Oil	Interior Renovations	1,095,000

Texaco Oil	Interior Renovations	1,700,000
OXY USA	Interior Renovations	835,000
	Interior Renovations	1,280,000
	Interior Renovations	780,000
	Interior Renovations	615,000
	Interior Renovations	490,000
	Interior Renovations	850,000
	Interior Renovations	627,000
Coastal Management	Interior Renovations	760,000
Halliburton (30 Days)	Interior Renovations	208,000
UNOCAL (45 Days)	Interior Renovations	615,000
Enron	Interior Renovations	1,179,000
Halliburton	Interior Renovations	2,498,000
Burlington Resources	Building 5 Renovation	245,000
	Building 3 Retrofit & Addition	1,900,000
ARCO Oil & Gas	Interior Renovations	1,235,000
	Interior Renovations	387,000
Chevron USA	McElroy Pump Station	118,000
	MID2A Building Renovation	640,000
	Bathroom Renovations	1,400,000
	Building Entrances Reconstruction	580,000
	Interior Renovations	505,000
	New Office Building	900,000
	Interior Renovations	1,190,000
ChevronTexaco	Bathrooms & Common Areas	598,000
	2nd & 3rd Floors	396,000
	4th Floor & Basement	789,000
Dawson Geophysical	Building Addition & Renovation	295,000
Key Energy Services	Interior Renovations	515,000
	Interior Renovations	475,000
	Interior Renovations	375,000
	Interior Renovations	1,300,000
	Interior Renovations	425,000
Marathon Oil	Interior Renovations	423,000

CHURCH		**PROJECT AMOUNT**
The Bridge	New Facility	6,500,000
Grace Lutheran Church	Classroom Center Additions	2,900,000
	Addition	700,000
St. Luke's Methodist	Classrooms	175,000
	Sanctuary	640,000
Midland Lutheran	Interior Renovations	187,000
LDS Church	Addition – Fort Stockton, Texas	815,000
First Baptist Church	Sanctuary	190,000
Church of Christ	New Facility	700,000

PROPERTY MANAGEMENT		**PROJECT AMOUNT**
JMB / Sike's Center	Mall Renovations	248,000
Property Management Systems	Interior Renovations	148,000
ClayDesta Corporation	Interior Renovations	173,000
U. S. Realty & Investment Co.	Interior Renovations	110,000
Mike Lewis & Associates	Interior Renovations	213,000
Landmark Management	Interior Renovations	163,000
The Davis Company	Interior Renovations	187,000
The Bonner Group	Interior Renovations	797,000
TRW Properties	Interior Renovations	856,000
Cummings-Baccus	Interior Renovations	375,000

HOTEL		**PROJECT AMOUNT**
Midland Hilton	Phase 1 & Phase 2	620,000
Odessa Hilton	AMRESCO	775,000

BANK		PROJECT AMOUNT
Community National Bank	New Branch Building	1,800,000
Bank of America	New Branch Building	1,600,000
	New Facility	1,500,000
Citibank	New Branch Building	1,240,000
First American	New Branch Building	775,000
	New Branch Interior	125,000
	Miscellaneous Projects	230,000
Bank One Building	Interior Renovations	600,000
Western National	Interior Renovations	104,000
Texas Commerce	Interior Renovations	866,000
Midland American	Interior Renovations	700,000
First National	Midland	255,000
	Monahans	370,000
Medical Community C.U.	New Facility - Midland	480,000
West Texas National Bank	Renovations – Midland	170,000
	Renovations – Midland	200,000
	Renovations – Seminole	370,000
	Renovations – Midland	460,000
	New Facility – Midland	2,500,000
	New Facility - Midland	680,000
	Addition & Renovation – Alpine	790,000
	Interior Renovations	115,000

MISCELLANEOUS		PROJECT AMOUNT
BlueCross BlueShield	Renovations	800,000
Odessa Country Club	Additions & Renovations	1,115,000
High Sky Children's Ranch	Interior Renovations	140,000
	Flooring Replacement	93,000
	Interior Renovations	165,000
PEH Investments / Mazda	New Facility	750,000
Leonard's Pharmacy	New Facility	600,000
Fasken Foundation	Interior Renovations	141,000
Green Tree Country Club	Interior Renovations	155,000
Masters Golf Training Facility	New Facility	114,000
Ostrich Products of America	New Facility	725,000
Sitel Telemarketing (30 Days)	Interior Renovations	235,000
Schisow Residence	Addition & Renovation	200,000
Yummi's Deli	New Facility	245,000

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707
Phone: (432) 697-2282
Fax: 694-9627

Project Details for CMAR

Owner:	Shannon Medical Center		
Project:	Multiple Projects in Various Buildings		
Project Location:	San Angelo, Texas		
Project Dates:	Start: 2020	Completion:	Late 2021
Project Size:	70,000 sf +/-		
Project Cost:	Start: $5,500,000	Final: TBD	
Delivery Method:	CMAR		
Project Detail:	Interior Renovations		
Personnel:	Thomas Davis, Mike Helms, Kevan Amonett		
	Billy Mays		
	Rob Rose		
	Leslie Salgado		
Client Contact:	Mr. Dale Droll	(325) 656-3749	

Owner:	High Sky Children's Ranch		Private
Project:	Demolition of Existing Building		Multiple Phases
	4 New Buildings		
Project Location:	Midland, Texas		
Project Dates:	Start: 2019	Completion:	Late 2020
Project Size:	Multiple Phases New Construction		
Project Cost:	Start: $10,000,000	Final: TBD	
Delivery Method:	CMAR		
Project Detail:	New facility construction		
Personnel:	Joe Marquez		
	David Mays		
	Rob Rose		
	Leslie Salgado		
Client Contact:	Mr. Walter Pate	(432) 697-0037	

Owner:	Parks Bell Development		Private
Project:	Office & Retail Development		Multiple Phases
Project Location:	Odessa, Texas		
Project Dates:	Start: 2018	Completion:	Late 2020
Project Size:	Multiple Phases New Construction		
Project Cost:	Start: $7,000,000	Phase 1 &2	Final: TBD
Delivery Method:	CMAR		
Project Detail:	New facility construction		
Personnel:	Billy Reynolds		
	Billy Mays		
	Tom Dragisic		
	Leslie Salgado		
Client Contact:	Mr. T.J. McClure	(432) 682-1252	

Owner:	Pecos-Barstow-Toyah ISD	Public
Project:	School Renovations & Additions	7 Campuses
Project Location:	Pecos, Texas	
Project Dates:	Start: 2017	Completion: Mid 2020
Project Size:	+/- 100,000 sf	New & Renovation
Project Cost:	Start: $14,100,000	Final: TBD
Delivery Method:	CMAR	
Project Detail:	New facility construction; ties-in to existing facility with renovations	
Personnel:	Les Williams & Stanley Lee	
	Billy Mays	
	Tom Dragisic	
	Leslie Salgado	
Client Contact:	Mr. Tim Gilbert	(432) 448-5364

Owner:	Parsley Energy	Private
Project:	2 New Office Buildings and Conference Center	
Project Location:	Midland, Texas	
Project Dates:	Start: 2017	Completion: Early 2020
Project Size:	+/- 85,000 sf	3 Buildings; New construction
Project Cost:	Start: $35,000,000	Final: TBD
Delivery Method:	CMAR	
Project Detail:	New facility construction	
Personnel:	David Blackwell	
	Billy Mays	
	Bill Baker	
	Rob Rose	
	Leslie Salgado	
Client Contact:	Mr. Walter Pate AIA	(432) 697-0037

Owner:	Glasscock County	Public
Project:	New Annex Building & Sheriff Renovation	
Project Location:	Garden City, Texas	
Project Dates:	Start: 2016	Completion: Early 2017
Project Size:	+/- 11,000 sf	New; +/- 8,000 sf renovation
Project Cost:	Start: $3,800,000	Final: $3,600,000
Delivery Method:	CMAR	
Project Detail:	New facility construction; ties-in to existing facility with renovations	
Personnel:	Bill Baker	
	Billy Mays	
	David Blackwell	
	David Mays	
	Leslie Ramirez	
Client Contact:	Judge Kim Halfman	(432) 354-2477

Owner:	Mitchell County Hospital District	Public
Project:	New Rural Health Clinic	
Project Location:	Colorado City, Texas	
Project Dates:	Start: 2015 Completion: 2016	
Project Size:	+/- 13,000 sf	
Project Cost:	Start: $3,507,000 Final: $3,324,000	
Delivery Method:	CMAR	
Project Detail:	New facility construction; ties-in to existing facility with renovations	
Personnel:	Bill Baker Billy Mays Joe Marquez David Mays Leslie Ramirez	
Client Contact:	Mr. Robbie Dewberry	(325) 728-3431

Owner:	City of San Angelo	Public
Project:	Fire Training Facility	
Project Location:	San Angelo, Texas	
Project Dates:	Start: 2015 Completion: 2017	
Project Size:	+/- 15,500 sf	
Project Cost:	Start: $3,800,000 Final: $3,500,000	
Delivery Method:	CMAR	
Project Detail:	New facility construction; fire training building; fire training site facilities	
Personnel:	Bill Baker Billy Mays Kevan Amonett Rob Rose Leslie Ramirez	
Client Contact:	Mr. David Knapp	(325) 657-4279

Owner:	Iraan-Sheffield ISD	Public
Project:	PK – 12 Facilities renovations & Additions	
Project Location:	Iraan, Texas	
Project Dates:	Start: 2011 Completion: 2014	
Project Size:	+/- 45,000 sf; 7 Buildings;	
Project Cost:	Start: $14,268,752 Final: $14,360,626	
Delivery Method:	CMAR	
Project Detail:	Multiple building renovations and additions; coordination for student relocation and continuing operations	
Personnel:	Bill Baker Billy Mays Les Williams Thomas Davis Leslie Ramirez	
Client Contact:	Mr. Kevin Allen	(432) 639-2512

Owner:	San Angelo ISD	Public
Project:	Glenmore Elementary Addition & Renovation	
Project Location:	San Angelo, Texas	
Project Dates:	Start: 2011	Completion: 2014
Project Size:	+/- 30,000 sf; 4 Buildings;	
Project Cost:	Start: $4,800,000	Final: $5,149,354
Delivery Method:	CMAR	
Project Detail:	Multiple building renovations and additions; coordination for student relocation and continuing operations	
Personnel:	Bill Baker Billy Mays Thomas Davis Rob Rose Leslie Ramirez	
Contact:	Mr. Jeff Bright	(325) 947-3766

Owner:	Pecos-Barstow-Toyah ISD	Public
Project:	Multiple School Additions & Renovations	
Project Location:	Pecos, Texas	
Project Dates:	Start: 2009	Completion: 2013
Project Size:	+/- 90,000 sf; 6 different campuses; multiple buildings	
Project Cost:	Start: $28,433,477	Final: $28,348,953
	100% of unused funds were returned to owner	
Delivery Method:	CMAR	
Project Detail:	Multiple building renovations and additions; coordination for student relocation and continuing operations	
Personnel:	Bill Baker Billy Mays Les Williams David Mays Leslie Ramirez	
Contact:	Ms. Cookie Canon	(432) 447-7201

Owner:	Midland County	Public
Project:	County Court New Location Renovations	
Project Location:	Midland, Texas	
Project Dates:	Start: 2007	Completion: 2011
Project Size:	+/- 140,000 sf; 12 story building complete interior demolition; construct county courts and offices	
Project Cost:	Start: $19,951,773	Final: $21,591,302
	2 additional floors of offices and courtrooms were added to the project	
Delivery Method:	CMAR	
Project Details:	Structural reinforcement on multiple floors, county office and courtrooms throughout 12 floors in an existing building	
Personnel:	Bill Baker Billy Mays Jay Haney David Mays Leslie Ramirez	
Contact:	Honorable Judge Mike Bradford	(432) 688-4310

PARTIAL LIST OF CLIENTS SERVED

ARCHITECTS
Chapman Harvey Architects
Gary Donaldson Architecture
JSA Architects
Komatsu Architecture
R.W. Gregonis Architects
Parkhill, Smith & Cooper
Pate & Associates
O'Connell Robertson & Associates
Rhotenberry Wellen Architects
James Riggen - MISD
Luck Design, LLC
Kinney Franke Architects
Vandergriff Group Architects
Jack Cumpton & Associates
ACR Engineering
Z Design Group, LLC
Hunter Coral Associates
Claycomb Associates

ENERGY COMPANIES
Parsley Energy
ARCO Oil Company
BTA
Bass Enterprises
Chevron USA
Burlington Resources
Exxon Company USA
Halliburton Services
Fasken Foundation
Flag-Redfern Oil
Hunt Energy
Mobil Oil
ORYX Energy
Southland Royalty
Texaco Oil
Enron Oil & Gas
Unocal
Exxon
OXY USA
Coastal Management
ARCO Pipeline Company
Key Energy
BP America

HOSPITALS
Medical Center Hospital - Odessa
Midland Memorial Hospital
Glenwood Hospital
Rankin County Hospital
Permian General Hospital - Andrews, Texas
V. A. Medical Center - Big Spring, Texas
Scenic Mountain Medical Center - Big Spring, Texas

PROPERTY MANAGEMENT COMPANIES
ClayDesta Corporation
Dinero Plaza Management
Heitman Properties
Horne Company
JMB Property Management
Landmark Management of Texas
Lehndorff Management
Midland Mall Management
Mike Lewis & Associates, Inc.
Property Management Systems
Rubloff Management
Stephenson Management
Vista / SCI Management
The Bonner Group
The Davis Company
P M Realty Group
TRW Properties

GOVERNMENT AGENCIES
Alpine Housing Authority
City of San Angelo
Tom Green County
City of Midland
City of Odessa
Permian Basin Reg. Planning Comm.
University of Texas Lands
Sterling County Commissioners
Veteran's Administration
City of Big Spring
City of Kermit
Texas MHMR
Texas Department of Transportation
Crockett County Commissioners
Presidio County
Texas Parks & Wildlife
Region 18 Education Service Center
AAFES

CHURCHES
First Baptist
First Christian
Grace Lutheran Church
St. Luke's United Methodist
St. Paul's Angelican
Church of Christ
Midland Lutheran

BANKS
Medical Community Credit Union
Midland American
Citibank
Bank 1
Texas Commerce
First National of Monahans
First National of Midland

Hudspeth Memorial Hospital
Mitchell County Hospital

SCHOOL DISTRICTS
Midland ISD
Ector County ISD
Big Lake ISD
Big Spring ISD
Forsan ISD
Alpine ISD
Fort Davis ISD
Pecos-Barstow-Toyah ISD
Terlingua CSD
McCamey ISD
Iraan-Sheffield ISD
Greenwood ISD
San Angelo ISD

RESTAURANTS
New York Bagel Café
T & T Donuts
International House of Pancakes

MISCELLANEOUS
McCoy Corporation
Family Powersports
Midland Powersports
Natural Foods Market

Bank of America
Chase Bank

COLLEGES & UNIVERSITIES
Angelo State University
Texas Tech University
University of Texas
UTPB
Midland College
Odessa College
Howard College
Sul Ross State University

Numerous Projects for hotels, insurance companies, restaurants, and commercial & residential general contractors.

MID-TEX OF MIDLAND

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707
Phone: (432) 697-2282
Fax: 694-9627

Contact Information

OWNERS

Owner:	Parks Bell Development	
Contact:	Mr. Brian Bell brian@ccim.net	(817) 377-1997
Owner:	High Sky Children's Ranch	
Contact:	Ms. JaLynn Hogan jalynnh@highsky.org	(432) 694-7728
Owner:	Parsley Energy	
Contact:	Mr. Jeff Bradley JBradley@parsleyenergy.com	(512) 600-8845
Owner:	San Angelo ISD	
Contact:	Mr. Jeff Bright Jeff.bright@saisd.org	(325) 947-3766
Owner:	Pecos-Barstow-Toyah ISD	
Contact:	Mr. Tim Gilbert tgilbert@pbtisd.esc18.net	(432) 448-5364
Owner:	Glasscock County	
Contact:	Judge Kim Halfman kim.halfmann@co.glasscock.tx.us	(432) 354-2477
Owner:	Midland College	
Contact:	Dr. Steve Thomas sthomas@midland.edu	(432) 685-4690
Owner:	Angelo State University	
Contact:	Mr. Cody Guins Cody.guins@angelo.edu	(325) 942-2380
Owner:	UTPB	
Contact:	Mr. Jay Haney Haney_j@utpb.edu	(432) 552-2763

Owner:	Mitchell County Hospital District	
Contact:	Mr. Robbie Dewberry	(325) 728-3431
	rdewberry@mitchellcountyhospital.com	
Owner:	Midland ISD	
Contact:	Mr. James Riggen	(432) 240-1000
	jriggen@midlandisd.net	
Owner:	BTA	
Contact:	Mr. Stuart Beal	(432) 682-3753
	sebeal@btaoil.com	
Owner:	City of Midland	
Contact:	Mayor Jerry Morales	(432) 685-7204
	jfmorales@midlandtexas.gov	
Owner:	City of San Angelo	
Contact:	Mr. David Knapp	(325) 657-4279
	David.knapp@cosatx.us	
Owner:	Tom Green County	
Contact:	Mr. Darin Schell	(325) 659-6519
	darin.schell@co.tom-green.tx.us	

ARCHITECTS

Architect:	Pate Associates	
Contact:	Mr. Walter Pate	(432) 697-0037
	WFP.AIA@patearchitects.com	
Architect:	Parkhill Architects	
Contact:	Mr. Jay Edwards	(432) 697-1447
	jedwards@team-psc.com	
Architect:	Komatsu Architects	
Contact:	Mr. Les Edmonds	(817) 710-1378
	ledmonds@komatsu-inc.com	
Architect:	Vandergriff Group	
Contact:	Mr. Mark Pelletier	(432) 687-0781
	mpelletier@vandergriff-group.com	
Architect:	Chapman Harvey Architects	
Contact:	Mr. Larry Harvey	(806) 749-1153
	larryh@chapmanharvey.com	

Architect:	Johnson Seefeldt Architects	
Contact:	Mr. Cruz Castillo CruzC@jsarch.com	(432) 362-6565
Architect:	Rhotenberry WellenArchitects	
Contact:	Mr. T.J. McClure tjm@rwarchitects.com	(432) 682-1252
Architect:	Gary Donaldson Architecture	
Contact:	Mr. Gary Donaldson donaldson@suddenlinkmail.com	(325) 655-4805
Architect:	Kinney Franke Architects	
Contact:	Mr. Craig Kinney craig@kinneyfranke.com	(325) 653-2900
Architect:	O'Connell Robertson Architects	
Contact:	Mr. Kim Cochran austininfo@oconnellrobertson.com	(512) 478-7286
Architect:	Huckabee Associates	
Contact:	Tim Caddell Tim.caddell@huckabee-inc.com	(210) 579-4668

Mid-Tex of Midland, Inc.
5206 West Wadley
Midland, Texas 79707
Phone: (432) 697-2282
Fax: 694-9627

BUSINESS REFERENCES & CONTACTS

BANK REFERENCE

West Texas National Bank
300 North Marienfeld Street, Suite 100
Midland, Texas 79701
Mr. Bill Mewhorter
(432) 685-6500

TAX RESALE #: *75-2322458-6*
D & B Rating: *3A2*
D & B#: *02-684-4316*

SURETY REFERENCE

Westfield Group
555 Republic Place, Suite 450
Plano, Texas 75074
Ms. Gwen Bechtold
(972) 516-2600, Fax: (972) 516-2911

BOND REFERENCE

Cowan Hill Agency Bonding Agent
9810 Indiana Avenue, Suite 160
Lubbock, Texas 79423
Mr. Howard Cowan
Ms. Marla Hill
(877) 640-2663, Fax: (806) 722-2662

TRADE REFERENCES

ABCO Fire Protection
14202 Highway 87 South
Lubbock, Texas 79423
(800) 999-0048
(806) 745-1275 Fax
Rusty Abbe

Browns Permian Electric
P.O. Box 5073
Midland, Texas 79704
(432) 683-2971
(432) 683-2977 Fax
Mike Brown

Bosworth Company
2205 West Industrial
Midland, Texas 79701
(432) 683-5233
(432) 683-2960 Fax
Farris Parson

Dean Hagler, Ltd.
P.O. Box 3832
Abilene, Texas 79608
(325) 677-8627
(325) 676-0236 Fax
Clinton Hagler, Jr.

Hallgren Company
P.O. Box 3832
Midland, Texas 79702
(432) 561-8705
(432) 561-5405 Fax
Janet Lawrence

Lydick-Hooks Roofing Co.
2131 Market Street
Midland, Texas 79701
(432) 694-7718
(432) 520-3423 Fax
Mike Austin

Howard Butts Lath & Plaster
P.O. Box 8489
Midland, Texas 79702
(432) 697-1077
(432) 697-8533 Fax
Howard Butts

South West Masonry
4312 SCR 1311
Odessa, Texas 79765
(432) 563-2639
(432) 563-2640 Fax
Juan Valeriano

National Heating & Plumbing
620 Ryan
Odessa, Texas 79761
(432) 580-3342
(432) 333-9960 Fax
Mike Stahl

Mid-West Glass Co.
P.O. Box 10965
Midland, Texas 79702
(432) 682-7373
(432) 682-7446 Fax
Brandon Herring

Reece Albert, Inc.
P.O. Box 3238
Midland, Texas 79702
(432) 682-3769
(432) 682-3916 Fax
Mike Hester

Tierra Drywall
P.O. Box 8526
Midland, Texas 79708
(432) 683-8185
(432) 683-1492 Fax
Bill Musar

Safety

		Year 1 (2021)	Year 2 (2020)	Year 3 (2019)
1.	Total hours worked by all employees	62,875	80,347	97,154
2.	Total number of occupational fatalities	0	0	0
3.	Total number of cases with days away from work	0	1	1
4.	Total number of cases with job transfer or restriction	0	0	0
5.	Total number of other recordable cases	1	0	1
6.	Total number of days away from work	0	14	14
7.	Total number of days of job transfer or restriction	0	0	0
8.	Total Recordable Incidence Rate (TRIR) Lines (3+4+5x200,000 / Line 1)	3.18	2.48	4.12
9.	Lost Workday Case Rate (LWCR) Line 3x200,000 / Line 1	0	2.48	2.05
10.	Restricted Workday Case Rate (RWCR) Line 4x200,000 / Line 1	0	0	0

Please see documentation of our OSHA Form 300A – Summary of Work-Related Injuries and Illness and Experience Modifier Rates (EMR) for each of the past three (3) full years

Primary Insurance Provider: Milam-Felker Insurance Services, Inc.
401 East 7th Street
Odessa, Texas 79761
Mr. Jim Rose (432) 580-0711

Project Safety Administrator: Samuel Brzozowski
Project Monthly Involvement: As Necessary
OSHA Certified
Developed Safety Program

Job site safety meetings are conducted on a weekly basis, or more if necessary. Daily continued monitoring and assistance in maintaining a safe and secure job site.

On-Site Safety Education & Training
Personal Protective Equipment, Signage & Hardware
First Aid & Emergency Response Equipment
Safety Incentives and Recognition
Contingency for Post Incident Drug Testing and Incident Management Costs
Miscellaneous Safety-Related Expenses

The project management team monitors and maintains all safety requirements for each project. The team understands that no project can be successful without a safe work environment. Subsequently, Mid-Tex of Midland, Inc. has never had a major safety incident on any project. Each and every employee is required to read, and sign-off, their understanding of our safety policy. Additionally, we have weekly safety meetings at our project sites. We strive to operate our business and construction projects with 'SAFETY FIRST' attitude.

CONSTRUCTION & SAFETY

Once directed to begin the construction phase of the project the project will then be turned over to the team at Mid-Tex which will be responsible for all on-site operations. This team will consist of Lead Project Coordinator, Project Manager, Project Coordinators and Project Superintendent. Their responsibility is to ensure the adherence to the schedule, quality of work, all coordination and scheduling of subcontractors and suppliers and assist the team with any issues that may arise during the course of the project.

In order to ensure a smooth and safe project we take the following measures:

1. Pre-Construction Meeting with subs and suppliers before the project starts to plan how to ensure that the safety of the building occupants without compromising their working environment

2. Review and discuss the project schedule, submittal process, access to work area, storage, parking etc.

3. Issue and update construction schedules as required. The schedule will be a Microsoft Project bar chart schedule and will show all major portions of the work that is scheduled to be performed.

4. Mid-Tex holds weekly site meetings with subcontractors to go over the schedule, submittals, material delivery dates, labor requirements, installation requirements and any issues or questions that may arise. These meetings will be used to monitor the schedule, identify any issues that may affect the schedule, formulate a recovery plan and to implement that plan. These meetings will allow the entire project team to be aware of any issue or conflicts that have arisen or may arise and to plan the projected work more efficiently.

We take safety on our projects very seriously and strive to have an efficient and effective company safety plan. To accomplish this the most cost effective way possible we have an independent safety firm to create, implement and monitor our plan. As we have clients in the Energy Industry, we had the plan created to meet their corporate requirements, which are more stringent than OSHA. We believe that this plan promotes a safer work environment for the on-site work force and visitors.

Mid-Tex of Midland is also aware that this project is being performed in a highly visible public setting and additional precautions need to be taken to ensure the safety and protection of teaching staff, the general public, construction personnel, delivery personnel, storage areas, parking and the building.

We will coordinate the security efforts with Midland College, which will include barricades, fencing, directional & informational signage, etc. These precautions are to ensure that efficient placement of work can be achieved while minimizing the interaction between the construction personnel and everyone else.

Mid-Tex of Midland has a group of experienced superintendents and all of them have an excellent knowledge of the building industry and have years of experience in all types of commercial renovations and new construction. We have experience in dealing with a multitude of special requirements as may be necessary for any individual project. We have worked successfully with many owners and architect teams to accomplish these goals are confident we can successfully perform as CMAR on this project.

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC Risk ID: 420023618

Rating Effective Date: 07/01/2022 Production Date: 02/17/2022 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	13,345	20,605	7,260	6,748	24,625	34,902	28,154

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		13,345	20,605	7,260	6,748	24,625	32,086	25,338

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	25,338	37,036	472	62,846
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	7,260	37,036	934	45,230

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.39

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 29939-000 Policy: 0001202391 Eff-Date: 07-01-2021 Exp-Date: 07-01-2022

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC Risk ID: 420023618

Rating Effective Date: 07/01/2022 Production Date: 02/17/2022 State: TEXAS

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2018 Exp Date: 07/01/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	.97	.35	477,571	4,632	1,621	6001134456	04	F	25,248	18,500
5606	.17	.30	1,214,453	2,065	620					
8017	.41	.53	78,659	323	171					
8742	.06	.40	447,304	268	107					
8809	.04	.40	124,800	50	20					
8810	.03	.48	639,488	192	92					
Policy Total:			2,982,275	Subject Premium:	29,342	Total Act Inc Losses:			25,248	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2019 Exp Date: 07/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	.97	.35	476,008	4,617	1,616	1001211185	06	F	219	219
5606	.17	.30	1,040,279	1,768	530	0001194093	06	F	3,805	3,805
8017	.41	.53	85,900	352	187					
8742	.06	.40	423,316	254	102					
8809	.04	.40	114,000	46	18					
8810	.03	.48	672,843	202	97					
Policy Total:			2,812,346	Subject Premium:	36,738	Total Act Inc Losses:			4,024	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2020 Exp Date: 07/01/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	.97	.35	380,873	3,694	1,293	6001241052	05	F	5,630	5,630
5606	.17	.30	788,167	1,340	402					
8017	.41	.53	92,009	377	200					
8742	.06	.40	325,877	196	78					
8809	.04	.40	124,800	50	20					
8810	.03	.48	595,167	179	86					
Policy Total:			2,306,893	Subject Premium:	27,681	Total Act Inc Losses:			5,630	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophe Loss E Employers Liability Loss # Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC Risk ID: 420023618

Rating Effective Date: 07/01/2021 Production Date: 04/12/2021 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.08	17,039	26,115	9,076	7,248	24,500	29,272	22,024

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.08		17,039	26,115	9,076	7,248	24,500	26,456	19,208

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	19,208	40,176	580	59,964
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	9,076	40,176	1,363	50,615

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.18

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
RATING REVISED TO REFLECT APPROVED RATING VALUES

Carrier: 29939-000 Policy: 0001202391 Eff-Date: 07-01-2020 Exp-Date: 07-01-2021

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC Risk ID: 420023618

Rating Effective Date: 07/01/2021 Production Date: 04/12/2021 State: TEXAS

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2017 Exp Date: 07/01/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.12	.35	611,020	6,843	2,395					
5606	.18	.29	1,044,866	1,881	545					
8017	.45	.53	68,603	309	164					
8742	.07	.39	407,665	285	111					
8809	.04	.39	114,000	46	18					
8810	.03	.46	572,831	172	79					
Policy Total:			2,818,985	Subject Premium:	40,291	Total Act Inc Losses:			0	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2018 Exp Date: 07/01/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.12	.35	477,571	5,349	1,872	6001134456	04	F	25,248	18,000
5606	.18	.29	1,214,453	2,186	634					
8017	.45	.53	78,659	354	188					
8742	.07	.39	447,304	313	122					
8809	.04	.39	124,800	50	20					
8810	.03	.46	639,488	192	88					
Policy Total:			2,982,275	Subject Premium:	29,342	Total Act Inc Losses:			25,248	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2019 Exp Date: 07/01/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.12	.35	476,008	5,331	1,866	1001211185	06	F	219	219
5606	.18	.29	1,040,279	1,873	543	0001194093	06	F	3,805	3,805
8017	.45	.53	85,900	387	205					
8742	.07	.39	423,316	296	115					
8809	.04	.39	114,000	46	18					
8810	.03	.46	672,843	202	93					
Policy Total:			2,812,346	Subject Premium:	36,738	Total Act Inc Losses:			4,024	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophe Loss E Employers Liability Loss # Limited Loss

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Mid-Tex of Midland, Inc

City Midland State Texas

Identify the person			Describe the case			Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:						(M)					
						Death	Days away from work	Remained at work: Job transfer or restriction	Remained at work: Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Kevan Amonett	Superintendent	08/04/21	Construction site	Fell on uneven ground.				1			X					
					Page totals	*0*	*0*	*0*	*1*	*0*	*0*	*1*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Mid-Tex of Midland, Inc

Street: 5206 West Wadley

City: Midland State: Texas Zip: 79707

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees: 31

Total hours worked by all employees last year: 62,875

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Paul Renz
Company executive

Vice President
Title

(432) 697-2282
Phone

01/24/22
Date

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC Risk ID: 420023618

Rating Effective Date: 07/01/2020 Production Date: 02/21/2020 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
*TX	.09	21,588	35,254	13,666	8,248	25,375	28,732	20,484

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.09		21,588	35,254	13,666	8,248	25,375	28,732	20,484

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	20,484	45,020	742	66,246
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	13,666	45,020	1,943	60,629

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					1.09

NOTICE - THIS IS A PRELIMINARY MODIFICATION
COMPLETE PAYROLL AND LOSS DATA HAVE BEEN APPLIED TO CURRENT RATING VALUES BUT A FINAL MODIFICATION CANNOT BE PROMULGATED UNTIL PENDING RATE FILING HAS BEEN APPROVED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC Risk ID: 420023618

Rating Effective Date: 07/01/2020 Production Date: 02/21/2020 State: TEXAS

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2016 Exp Date: 07/01/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	564,509	8,581	3,347	2001034444	05	F	3,484	3,484
5606	.24	.38	797,769	1,915	728					
8017	.49	.40	71,022	348	139					
8742	.07	.37	404,160	283	105					
8809	.05	.34	124,800	62	21					
8810	.04	.40	430,364	172	69					
Policy Total:			2,392,624	Subject Premium:	35,922	Total Act Inc Losses:			3,484	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2017 Exp Date: 07/01/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	611,020	9,288	3,622					
5606	.24	.38	1,044,866	2,508	953					
8017	.49	.40	68,603	336	134					
8742	.07	.37	407,665	285	105					
8809	.05	.34	114,000	57	19					
8810	.04	.40	572,831	229	92					
Policy Total:			2,818,985	Subject Premium:	40,291	Total Act Inc Losses:			0	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2018 Exp Date: 07/01/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.52	.39	477,571	7,259	2,831	6001134456	04	F	25,248	17,000
5606	.24	.38	1,214,453	2,915	1,108					
8017	.49	.40	78,659	385	154					
8742	.07	.37	447,304	313	116					
8809	.05	.34	124,800	62	21					
8810	.04	.40	639,488	256	102					
Policy Total:			2,982,275	Subject Premium:	29,342	Total Act Inc Losses:			25,248	

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* Total by Policy Year of all cases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophe Loss E Employers Liability Loss # Limited Loss

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Mid-Tex of Midland, Inc

City Midland State Texas

Identify the person			Describe the case			Classify the case						Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:								(M)					
						Death	Days away from work	Remained at work				Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases										
						(G)	(H)	(I)	(J)			(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
1	Robby Rose	Project Manager	03/12/20	Trailer on location	Stepped into conference room to set up and tripped over threshold.									X					
2	Christopher Gutierrez	Laborer	12/15/20	N/A	Employee was in a vehicle accident resulting in him being injured. He was driving to purchase material for job		14					14		X					
					Page totals	*0*	*0*	*0*	*0*			*14*	*0*	*2*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
(1)	(2)	(3)	(4)	(5)	(6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
14	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Mid-Tex of Midland, Inc

Street: 5206 West Wadley

City: Midland State: Texas Zip: 79707

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____ ____ ____ ____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees: 35

Total hours worked by all employees last year: 80,347

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Paul Renz — Paul Renz, Company executive — Vice President, Title

(432) 697-2282 — Phone — 04/05/21 — Date

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC

Risk ID: 420023618

Rating Effective Date: 07/01/2019 Production Date: 02/13/2019 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
*TX	.09	24,533	39,560	15,027	0	25,125	3,484	3,484

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.09		24,533	39,560	15,027	0	25,125	3,484	3,484

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
	(I)	C * (1 - A) + G	(A) * (F)	(J)
Actual	3,484	47,450	0	50,934
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	15,027	47,450	2,208	64,685

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
					(J) / (K)
Factors					.79

NOTICE - THIS IS A PRELIMINARY MODIFICATION
COMPLETE PAYROLL AND LOSS DATA HAVE BEEN APPLIED TO CURRENT RATING VALUES BUT A FINAL MODIFICATION CANNOT BE PROMULGATED UNTIL PENDING RATE FILING HAS BEEN APPROVED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MID TEX OF MIDLAND INC Risk ID: 420023618

Rating Effective Date: 07/01/2019 Production Date: 02/13/2019 State: TEXAS

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2015 Exp Date: 07/01/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.68	.38	590,491	9,920	3,770					
5606	.29	.38	615,250	1,784	678					
8017	.55	.40	67,872	373	149					
8742	.07	.35	470,601	329	115					
8809	.05	.31	124,800	62	19					
8810	.04	.40	356,804	143	57					
Policy Total:			2,225,818	Subject Premium:	39,511	Total Act Inc Losses:			0	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2016 Exp Date: 07/01/2017

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.68	.38	564,509	9,484	3,604	2001034444	05	F	3,484	3,484
5606	.29	.38	797,769	2,314	879					
8017	.55	.40	71,022	391	156					
8742	.07	.35	404,160	283	99					
8809	.05	.31	124,800	62	19					
8810	.04	.40	430,364	172	69					
Policy Total:			2,392,624	Subject Premium:	35,922	Total Act Inc Losses:			3,484	

42-TEXAS Firm ID: Firm Name: MID TEX OF MIDLAND INC

Carrier: 29939 Policy No. 0001202391 Eff Date: 07/01/2017 Exp Date: 07/01/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5437	1.68	.38	611,020	10,265	3,901					
5606	.29	.38	1,044,866	3,030	1,151					
8017	.55	.40	68,603	377	151					
8742	.07	.35	407,665	285	100					
8809	.05	.31	114,000	57	18					
8810	.04	.40	572,831	229	92					
Policy Total:			2,818,985	Subject Premium:	40,291	Total Act Inc Losses:			0	

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* Total by Policy Year of Releases $2000 or less. D Disease Loss X Ex-Medical Coverage U USL&HW

C Catastrophic Loss E Employers Liability Loss # Limited Loss

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Mid-Tex of Midland, Inc

City Midland State Texas

Identify the person			Describe the case			Classify the case						Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:								(M)					
						Death	Days away from work	Remained at work				Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases										
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)		
1	William D Mays	Project Manager	04/22/19	BTA Oil Parking Bumper	Unloading steel piope for bumper							X							
2	Johnny Martinez	Laborer	07/02/19	Johnson St - SPW	Scorching concrete to break it out and as soon as he started scorching concrete blade broke and one piece flew off & hit him on chin and cut him open.							X							
3	Kevan Amonett	Superintendent	10/21/19	San Angelo Warehouse	Was at office warehouse unloading trailer when he tripped and fell.							X							
					Page totals	*0*	*0*	*0*	*0*	*0*	*0*	*3*	*0*	*0*	*0*	*0*	*0*		

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	3
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	3	(4) Poisoning	
(2) Skin Disorder		(5) Hearing Loss	
(3) Respiratory Condition		(6) All Other Illnesses	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Mid-Tex of Midland, Inc

Street: 5206 West Wadley

City: Midland State: Texas Zip: 79707

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees: 45

Total hours worked by all employees last year: 97,154

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Paul Renz
Company executive

Vice President
Title

(432) 697-2282
Phone

Date

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 Obligee, 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 Obligee, 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

Form Revised August 2012

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

Form Revised August 2012

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

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)(2)-(60).

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 $15.00 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 2022.
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 $11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	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 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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 DECISIO"

Request for Proposals

RFP 22004273

for

MOMENTUM BANK BALLPARK PEDESTRIAN BIDGE REHABILITATION PROJECT

Proposals for this requirement will be accepted until 2:00 P.M. on September 21, 2022

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 330
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 330 Midland, TX 79701)

No Late Proposals Will Be Accepted

NOTICE TO PROPOSERS:

1. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/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.

2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.

3. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/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

4. 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.

See Section 1.9 for Pre-proposal Meeting Information

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EXECUTION OF OFFER 18

SCHEDULE OF EVENTS

RFP 22004273

For

MOMENTUM BANK BALLPARK PEDESTRIAN BIDGE REHABILITATION PROJECT

Event	Date*
RFP Released	August 25, 2022
Announcements distributed	August 25, 2022
Deadline for Receipt of Announcement/requests for RFP	N/A
Pre-proposal Conference	August 29, 2022
Cutoff Date for inquiries and clarification	September 19, 2022
Proposal Due Date	September 21, 2022
Notification of Vendor Interviews / Product Demonstrations	To be determined
Present Recommendation to Council for Consideration (if BFO is NOT required)	October 11, 2022
Call for Best and Final Offers (if required)	To be determined
Final Offer Due Date (if required)	To be determined
Present Recommendation to Council for Consideration (if BFO is required)	October 25, 2022
Intended Date for Contract Award	October 12, 2022

*These dates are our intended schedule; however, they may be changed as necessary without further notice.

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected, all verbal communication is not binding. The City will only be bound by written comments submitted by the Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.

2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.

3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.

4. Late proposals will not be accepted under any circumstances.

5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-_____.

6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.

7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

The City of Midland is requesting proposals with the intent of awarding a contract for the requirement contained in this RFP. However, the City is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the City.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by a offeror in response to this RFP.

2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.

3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.

4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.

5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.

7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.

8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.

9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.

10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland Scharbauer Sports Complex Division (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for the removal and re-install of the Momentum Bank Ballpark, Pedestrian Bridge Rehabilitation. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

This Request for Proposal (RFP) is issued in accordance with City of Midland Policy, the RFP Manual and the statutes of the State of Texas. The RFP process is a procurement option allowing the award to be evaluated based on stated criteria. The RFP states the relative importance of all criteria. No other criteria, other than as outlined in the Request for Proposal, will be used.

1.2. INITIAL EVALUATION

Upon receipt, the proposal information will be disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked trade secrets have been removed (see "Trade Secrets and Other Withheld Information" statement below). After this review, all remaining proposal materials will be available under the open records act. The proposals will be initially evaluated by the committee as being "responsive" or "non-responsive".

1.3. DISCUSSION/NEGOTIATION

Although proposals may be accepted and a contract awarded without discussion, the City may initiate discussions should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Midland, Texas to discuss technical and contractual aspects of the proposal.

1.4. BEST AND FINAL OFFER

The "Best and Final Offer" is an option available to the City under the RFP process allowing one or more offerors to submit a best and final offer. Offerors may be contacted, asking that they submit their best and final offer, which must include the discussed and/or negotiated changes.

1.5. AWARD

1.5.1. 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.

1.6. TRADE SECRETS

1.6.1. All information received in response to this RFP will be available to the public except for:

1.6.1.1. trade secrets meeting the requirements of Texas Government Code Title 5, Chapter 552, Subchapter C, § 552.110; and

1.6.1.2. matters involving individual safety as determined by the department.

1.6.2. In order for an offeror to claim trade secret material, the following conditions must be met. Information to be withheld must be clearly marked and separated from the rest of the proposal.

1.6.2.1. The proposal may not contain trade secret matter in the cost or price.

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim must be attached to each proposal containing trade secrets. In

addition, offerors submitting a proposal containing trade secrets must be prepared to pay all legal costs and fees associated with defending the claim for trade secret protection in the event of an open records request from another party.

1.6.3. Documents not meeting all of the requirements of (1) and (2) will be available for public inspection, including copyrighted materials.

1.7. LATE PROPOSALS

Proposals received after the time specified for receipt of proposals will be destroyed or returned at the offeror's expense after consultation with the offeror. There are no exceptions to this deadline.

1.8. PREPARING A RESPONSE

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an offeror must meet the intent of all mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by the Purchasing Office. When imperative language (shall, will, must) appears in any section of the RFP, it is considered to be mandatory.

1.8.1. Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFP.

1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted at Momentum Bank Ballpark, 5514 Champions Drive, Midland, Texas 79706 on Monday, August 29, 2022 at 2:00 p.m. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

Offerors requiring clarification or interpretation of any section or sections contained in this RFP shall make a written request to the City Purchasing Agent by the deadline described in the Schedule of Events. All written correspondence must be addressed to:

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

Each offeror submitting written questions must clearly address each question by reference to a specific section, page and item of this RFP. An official written answer will be provided to all questions received. Verbal responses shall not be considered binding.

1.12. INTERPRETATION:

Any interpretation, correction or change of this RFP will be made by written Addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections or changes.

The City of Midland Purchasing Office will issue any necessary Addenda.

A point-by-point response to all numbered sections, subsections, paragraphs, subparagraphs and appendices must be submitted by each offeror in order to be considered for selection.

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs

separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

"(Offeror's Name)", understands and will comply..

1.14. ALTERNATE PROPOSALS

Offerors may submit, at their option, multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.15. SUBMITTING A SEALED PROPOSAL

1.15.1. Number of copies and Location:

1.15.1.1. Offerors must submit one original, 2 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.15.1.2. Please be sure to label the outermost package of the RFP whether it is an envelope, box or overnight package with the RFP number, RFP description and closing date so that it is visible when received by the City.

1.15.2. Each Offeror who submits a proposal represents that:

1.15.2.1. The proposal is based upon an understanding of the specifications and requirements described in this RFP.

1.15.2.2. Costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the offeror. The City is not liable for any expense incurred by the offerors in the preparation and presentation of their proposals.

1.15.2.3. All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and offeror resulting from this RFP process.

1.15.3. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal.

1.15.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 90-day period following the deadline for proposal submission,

or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.16. RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Midland to award a contract. Upon a determination, such actions would be in its best interests, the City in its sole discretion reserves the right to:

A) waive any formality;

b) cancel or terminate this RFP;

c) reject any or all proposals received in response to this document;

d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.17. BONDING REQUIREMENTS

See Exhibit C

1.18. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

After receipt of all proposals and before the determination of the award, respondents may be required to make an oral presentation and product demonstration in Midland, Texas to clarify their response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

1.19. SUBCONTRACTING

1.19.1. The successful offeror will be the Prime Contractor and shall be responsible, in total, for all work of subcontractors. All subcontractors must be listed in the proposal. The City reserves the right to approve all subcontractors.

1.19.2. The contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

1.20. INSURANCE REQUIREMENTS

See Contract or Agreement

1.21. CONTRACTOR'S RESPONSIBILITIES

The successful offeror shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

1.22. OFFEROR COMPETITION

The City encourages free and open competition among offerors. Whenever possible, specifications, proposal requests and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services.

The offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion of other eligible offerors and without effort to preclude the City of Midland from obtaining the best possible price.

1.23. CONTRACT PROVISIONS AND TERMS

1.23.1. Contract Execution

1.23.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.23.2. Terms and Conditions

Contract that will be executed by the successful offeror and the City is found in Appendix A.

1.23.3. Exceptions to Contract Terms & Conditions

Offerors should notify the City of any terms within the sample contract that either precludes them from responding to the RFP or add unnecessary cost.

2. PROPOSAL WAIVERS:

2.1. WAIVER OF ATTORNEY FEES: BY SUBMITTING THIS PROPOSAL, OFFEROR 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 PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE CONTRACT. THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS PROPOSAL, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE PROPOSAL 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 OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH OFFEROR MIGHT OTHERWISE BE ENTITLED.

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

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

2.4. <u>WAIVER:</u>

2.5. BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE OFFEROR 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:

2.5.1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL;

2.5.2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS;

2.5.3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

2.5.4. AWARD OF THE CONTRACT.

2.6. BY SUBMITTING A PROPOSAL, THE OFFEROR ACKNOWLEDGES THAT THE OFFEROR UNDERSTANDS ALL OF THE TERMS OF THE PROPOSAL DOCUMENTS AND CONSENTS TO THE PROPOSAL PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A

PROPOSAL, THE OFFEROR ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OFFEROR AND THE CITY OF MIDLAND, TEXAS. THE OFFEROR AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE PROPOSAL AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

2.7. BY SIGNING THE EXECUTION OF OFFER, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S). IF THIS FORM IS NOT SIGNED AND INCLUDED WITH YOUR PROPOSAL DOCUMENTS YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

3. SCOPE OF PROJECT

Provide all labor, materials and equipment necessary to Rehabilitate the Pedestrian Bridge, located at 5514 Champions Drive, Midland, Texas. Propose to furnish all labor, materials, supplies and equipment in accordance with the contract documents at the price stated, having examined the location(s), specifications/drawings and related documents and being familiar with all the conditions surrounding the project including the availability of labor.

The price is to cover all expenses of any nature incurred in performing the work required under the contract documents for the construction of the site improvements.

4. REQUIREMENTS

4.1 GENERAL NOTES

1. RELOCATE BRIDGE TO DESIGNATED LOCATION.

A. REMOVE EXISTING PAINT AND RUST. CLEAN BASE PLATES IN ACCORDANCE WITH SSPC-SP3 POWER TOOL CLEANING.

B. PRIME UNDERSIDE OF BRIDGE WITH TNEMEC SERIES 115.

C. PRIME GIRDERS, GUARDRAILS, AND BASE PLATES WITH TNEMEC SERIES 135.

D. PAINT STEEL SURFACES WITH TNEMEC FINISH COAT, WITH FINISH AND COLOR TO BE SELECTED FROM MANUFACTURER'S FULL LINE.

E. TNEMEC SERIES PAINT IS BASIS OF DESIGN. SUBSTITUTIONS SHALL BE OF EQUAL OR GREATER QUALITY.

4.2 AFTER DEMOLITION, SCARIFY AND RECOMPACT TOP 6 INCHES OF SUBGRADE TO MINIMUM 95 PERCENT OF ASTM D698 MAXIMUM DENSITY. RAISE PAD TO PROPER ELEVATION WITH SELECT FILL IN MAXIMUM 8 INCH LIFTS COMPACTED TO 95 PERCENT OF ASTM 6698 MAXIMUM DENSITY WITHIN 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT.

4.3 AFTER NEW FOUNDATIONS HAVE BEEN CURED FOR A MINIMUM OF 7 DAYS, REINSTALL BRIDGE.

4.4 CONCRETE SHALL BE AS FOLLOWS:

A. MINIMUM COMPRESSIVE STRENGTH: a. 3000 PSI

B. MAXIMUM W/C RATIO: a. 0.50

C. MAXIMUM AGGREGATE SIZE: a. 1 INCH

D. AIR CONTENT: a. 3% AIR ENTRAINED

4.5 ALTERNATE 1:

A. DEMOLISH METAL DECK AND CONCRETE FROM BRIDGE.

B. REPLACE METAL DECK AND CONCRETE AFTER RESETTING FRAME.

4.6 FOUNDATION DEMO NOTES

1. TEMPORARILY RELOCATE PEDESTRIAN BRIDGE.
2. SAWCUT AND REMOVE EXISTING PAVING TO PERMIT CONSTRUCTION OF NEW FOUNDATIONS. LEAVE MINIMUM 12" OF EXISTING REINF INTACT.
3. DEMO AND REMOVE EXISTING BRIDGE FOUNDATIONS. MAINTAIN EXISTING WALL REINFORCING AND DOWELS INTACT.
4.

Please see attached drawing.

5. VENDOR QUALIFICATIONS

5.1. INFORMATION VERIFICATION

The City may make such investigations as deemed necessary to determine the ability of the offeror to supply the products and perform the services specified.

5.2. RIGHT TO REJECT

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the City that offeror is properly qualified to carry out the obligations of the contract.

5.3. VENDOR CAPABILITIES

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror and will be weighed by the City. (Note: Each item must be thoroughly addressed. Taking exception to any requirements listed in this Section may disqualify the proposal):

5.3.1. References

5.3.1.1. Offeror shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references should fall within the categories identified below. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer telephone number, a complete description of the service type, and dates the services were provided. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offerors to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

5.3.2. Vendor Stability

5.3.2.1. Offerors shall demonstrate their financial stability to supply, install and support the services specified.

5.3.2.2. Provide financial statements, preferably audited, for the __3____ consecutive years immediately preceding the issuance of this RFP.

5.3.2.3. Provide copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

5.3.2.4. Offerors shall specify how long the company submitting the proposal has been in business installing artificial turf fields.

6. EVALUATION PROCESS

6.1. EVALUATION PROCEDURE

6.1.1. Committee Actions

6.1.1.1. The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration.

6.1.1.2. The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

6.1.1.3. Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent "best and final offer," if requested, will not be considered and will have no bearing on any award.

6.2. EVALUATION CRITERIA

6.2.1. Company Service Qualifications – 10%

6.2.2. Three references – 10%

6.2.3. Years in business – 10%

6.2.4. Project Manager – 10%

6.2.5. Implementation Plan – 20%

6.2.6. Cost Analysis - 40%

7. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

7.1. THE RFP

7.2. THE COST SUMMARY OR PROPOSAL FORM

7.3. REQUESTED ATTACHMENTS

7.3.1. Product Data

7.3.2. References

7.3.3. Signed Execution of Offer

8. TEXAS PUBLIC INFORMATION ACT

Notwithstanding any other provisions, this request for proposals, along with any associated contract, is subject to the Texas Public Information Act.

EXECUTION OF OFFER

Date:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

By executing this offer, Offeror affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror shall be removed from all proposal lists.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror or the firm, corporation, or institution represented by the Offeror or anyone acting for such firm, corporation, or institution has violate the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer being made to any competitor or any other person in such line of business. By signing this offer, Offeror certifies that if a Texas address is shown as the address of the Offeror, Offeror qualifies as a Texas Resident Offeror as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Scharbauer Sports Complex

Momentum Bank Ballpark

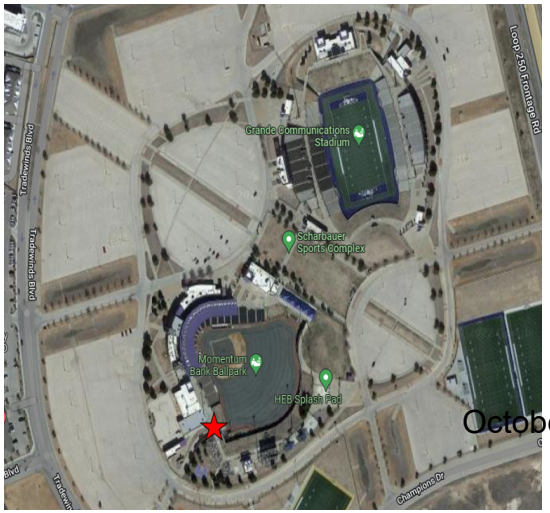
Pedestrian Bridge Rehabilitation

5514 Champions Drive
Midland, TX

VICINITY MAP



LOCATION MAP



PACKET 7.105 October 11, 2022

Parkhill

MICHAEL ROLAND HOLDER
93654
08/08/2022

Parkhill.com

Momentum Bank Ballpark
Pedestrian Bridge Rehabilitation

MIDLAND
Scharbauer Sports Complex

CLIENT
Scharbauer Sports Complex

5514 Champions Drive
Midland, TX

PROJECT NO.
6175.22

#	DATE	DESCRIPTION
-	08/08/2022	100% Construction Documents

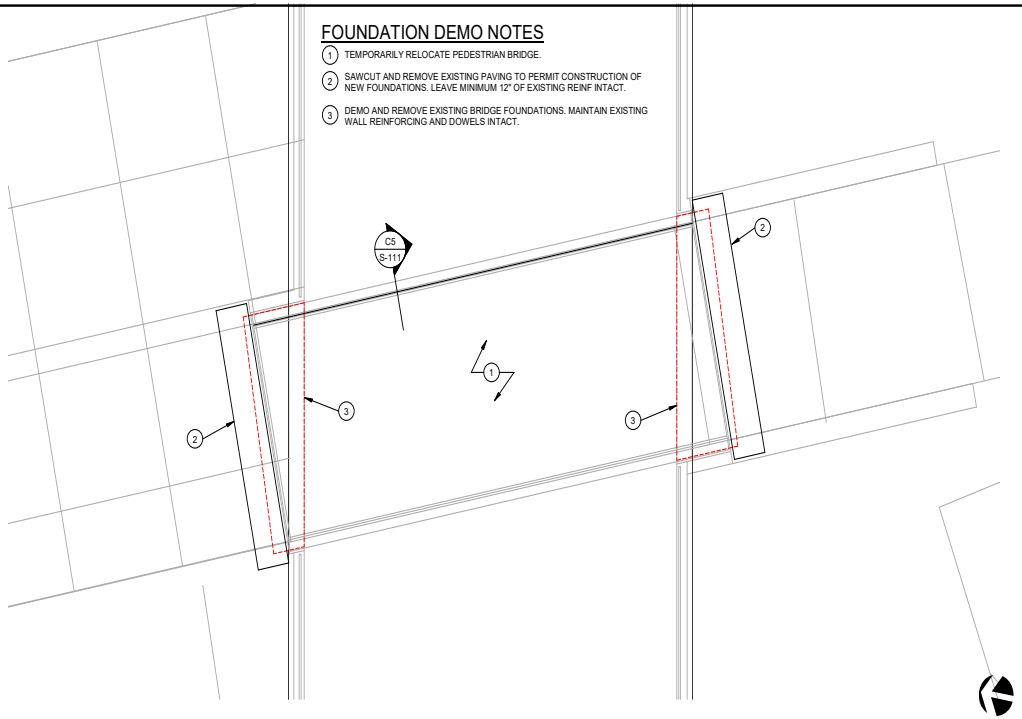
Cover Sheet

G-001

8/8/2022 4:19:32 PM

FOUNDATION DEMO NOTES

1. TEMPORARILY RELOCATE PEDESTRIAN BRIDGE.
2. SAWCUT AND REMOVE EXISTING PAVING TO PERMIT CONSTRUCTION OF NEW FOUNDATIONS. LEAVE MINIMUM 12" OF EXISTING REINF INTACT.
3. DEMO AND REMOVE EXISTING BRIDGE FOUNDATIONS. MAINTAIN EXISTING WALL REINFORCING AND DOWELS INTACT.



C1 FOUNDATION DEMO PLAN
1/4" = 1'-0"

GENERAL NOTES

1. RELOCATE BRIDGE TO DESIGNATED LOCATION.
   - A. REMOVE EXISTING PAINT AND RUST. CLEAN BASE PLATES IN ACCORDANCE WITH SSPC-SP3 POWER TOOL CLEANING.
   - B. PRIME UNDERSIDE OF BRIDGE WITH TNEMEC SERIES 115.
   - C. PRIME GIRDERS, GUARDRAILS, AND BASE PLATES WITH TNEMEC SERIES 135.
   - D. PAINT STEEL SURFACES WITH TNEMEC FINISH COAT, WITH FINISH AND COLOR TO BE SELECTED FROM MANUFACTURER'S FULL LINE.
   - E. TNEMEC SERIES PAINT IS BASIS OF DESIGN. SUBSTITUTIONS SHALL BE OF EQUAL OR GREATER QUALITY.
2. AFTER DEMOLITION, SCARIFY AND RECOMPACT TOP 6 INCHES OF SUBGRADE TO MINIMUM 95 PERCENT OF ASTM D698 MAXIMUM DENSITY. RAISE PAD TO PROPER ELEVATION WITH SELECT FILL IN MAXIMUM 8 INCH LIFTS COMPACTED TO 95 PERCENT OF ASTM 6698 MAXIMUM DENSITY WITHIN 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE CONTENT.
3. AFTER NEW FOUNDATIONS HAVE BEEN CURED FOR A MINIMUM OF 7 DAYS, REINSTALL BRIDGE.
4. CONCRETE SHALL BE AS FOLLOWS:
   - A. MINIMUM COMPRESSIVE STRENGTH:
     - a. 3000 PSI
   - B. MAXIMUM W/C RATIO:
     - a. 0.50
   - C. MAXIMUM AGGREGATE SIZE:
     - a. 1 INCH
   - D. AIR CONTENT:
     - a. 3% AIR ENTRAINED
5. ALTERNATE 1:
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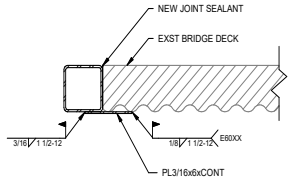
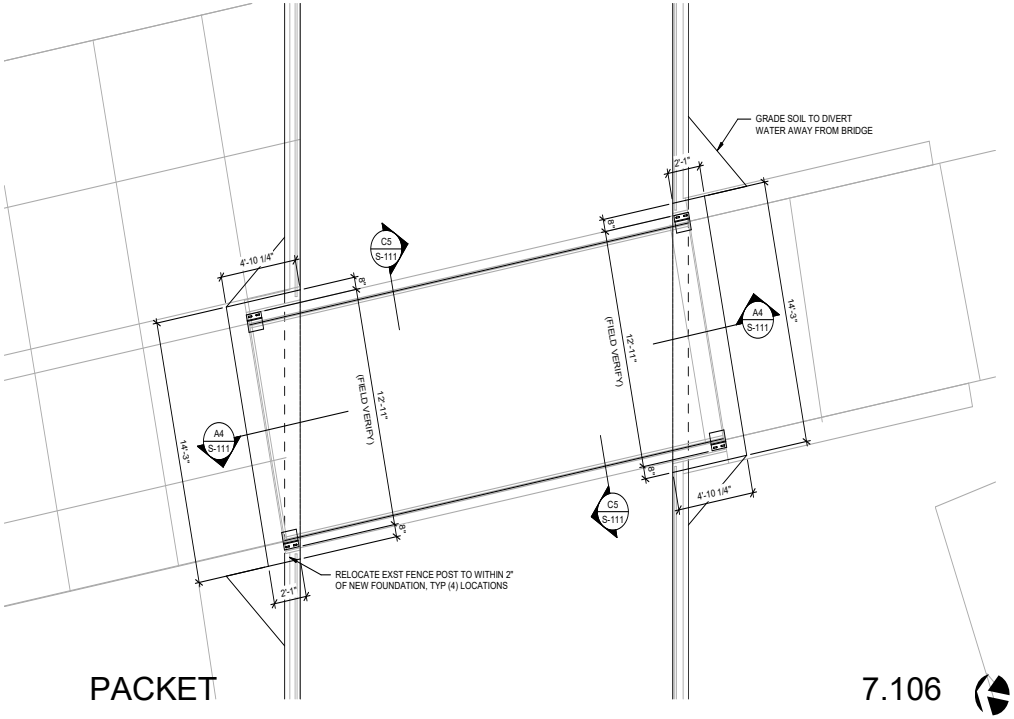
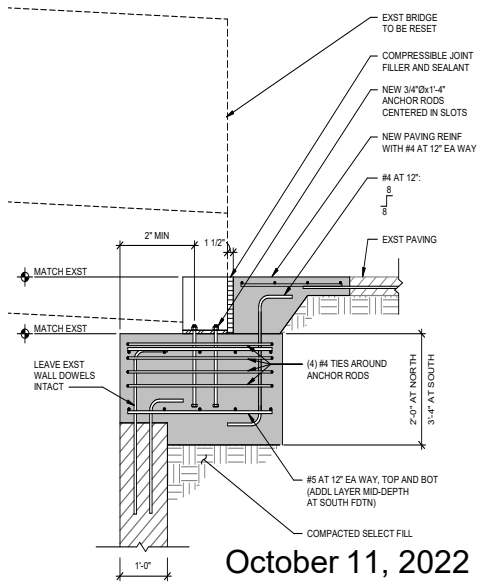


NOTE:
ATTACH PLATE AFTER CLEANING, BEFORE PAINTING

C5 SECTION
1 1/2" = 1'-0"



A1 FOUNDATION AND BRIDGE REHAB PLAN
1/4" = 1'-0"



A4 SECTION
3/4" = 1'-0"

PACKET 7.106 October 11, 2022

8/8/2022 4:19:33 PM

Parkhill



08/08/2022

Parkhill.com

Momentum Bank Ballpark
Pedestrian Bridge Rehabilitation

MIDLAND
Scharbauer Sports Complex

CLIENT
Scharbauer Sports Complex

5514 Champions Drive
Midland, TX

PROJECT NO.
6175.22

#	DATE	DESCRIPTION
-	08/08/2022	100% Construction Documents

Foundation And Demo Plans And Detail

S-111

City Council Meeting

Item Number: 8

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION ACCEPTING THE PROPOSAL SUBMITTED BY STANDARD INSURANCE COMPANY OF PORTLAND, OREGON FOR BASIC LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY LONG-TERM DISABILITY, VOLUNTARY SHORT-TERM DISABILITY, AND VOLUNTARY TERM LIFE INSURANCE COVERAGES; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSAL; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution accepting the proposal submitted by Standard Insurance Company of Portland, Oregon for Basic Life, Accidental Death & Dismemberment, Voluntary Long-Term Disability/Short Term Disability, Insurance, and Voluntary Term Life Coverages; authorizing the negotiation and execution of all contracts and documents necessary to effect the City's acceptance of said proposal: and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Employee Benefits Fund (701) FY23 Operating Budget.

Discussion:

The City Manager approved the plans and specifications and authorized advertisement for proposals for the Basic Life, Accidental Death & Dismemberment, Voluntary Long-Term Disability/Short Term Disability, Insurance, and Voluntary Term Life Coverages. Ten (10)

requests for proposal were issued. We received three (3) proposals. Please see the attached memo from Mark Widmann, Administrative Services Director, for further discussion.

Therefore, please consider a resolution accepting the proposal submitted by Standard Insurance Company of Portland, Oregon for Basic Life, Accidental Death & Dismemberment, Voluntary Long-Term Disability/Short Term Disability, Insurance, and Voluntary Term Life Coverages; authorizing the negotiation and execution of all contracts and documents necessary to effect the City's acceptance of said proposal: and authorizing payment..

Tina Jaug

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez
Purchasing Manager

FROM: Mark Widmann, Director of Administrative Services

SUBJECT: Basic Life, AD&D, and Voluntary Term Life Coverages
Voluntary Long Term Disability/Short Term Disability Benefits

DATE: September 29, 2022

Purpose:

To accept the proposal by the Standard Insurance Company to provide full-time employees Basic Life and AD&D insurance, Voluntary Life insurance, Voluntary Dependent Life insurance, and Voluntary Long Term Disability insurance.

Fiscal Impact:

The fiscal impact for the Basic Life and AD&D insurance is approximately (depending on enrollment) $244,875 annually, a ten percent (10%) reduction of the current cost with an approximately $26,050 annual premium savings from current rates. The life rate is $0.210 / $1,000 of coverage; the AD&D rate is $0.015. Rate guarantee for three (3) years until 12/31/2025.

All other coverages listed are voluntary plans at no cost to the City and no rate increases for employees.

Discussion:

On August 15, 2022, the City released an RFP for the coverages listed above, and the RFPs were open on September 9, 2022. The City received three (3) proposals from insurance carriers, and seven (7) carriers declined to respond to the RFP.

After receiving the proposals and evaluating them based on the cost of services, plan design flexibility, rate guarantees, and the scope of services, the review committee selected the current carrier Standard Insurance Company.

The Standard Insurance Company proposed an increase in benefit amounts by $25,000 for Basic Life and AD&D to $75,000 and $100,000 and proposed a ten percent (10%) reduction in premium, saving the City approximately $26,050 annually from current rates.

The voluntary life and disability plan rates show no change from current rates. Voluntary Life benefit maximum increases from $300,000 to $500,000 and the guarantee issue amount increases from $100,000 to $150,000. In addition, Voluntary Dependent Life, a $50,000 Spouse Maximum, was added to the already $10,000 and $20,000 maximums.

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL SUBMITTED BY STANDARD INSURANCE COMPANY OF PORTLAND, OREGON FOR BASIC LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, VOLUNTARY LONG-TERM DISABILITY, VOLUNTARY SHORT-TERM DISABILITY, AND VOLUNTARY TERM LIFE INSURANCE COVERAGES; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSAL; AND AUTHORIZING PAYMENT

WHEREAS, the City of Midland previously requested the submission of proposals for basic life, accidental death and dismemberment, voluntary long-term disability, voluntary short-term disability, and voluntary term life insurance coverages (collectively, the "Insurance"); and

WHEREAS, the City Council finds that the proposal for the Insurance that is most advantageous to the City was submitted by Standard Insurance Company of Portland, Oregon ("Company"); and

WHEREAS, the City Council finds it to be in the public interest to accept the proposal submitted by Company and to authorize the City Manager or the City Manager's designee to negotiate and execute all contracts and documents necessary to effect the City's acceptance of said proposal;

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

SECTION ONE. That the proposal submitted by Company for the Insurance is hereby accepted.

SECTION TWO. That the City Manager or the City Manager's designee is hereby authorized and directed to negotiate and execute all contracts and documents necessary to effect the City's acceptance of said proposal, said contracts and documents to be placed on file in the office of the City Secretary and referenced by the date and number of this resolution.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for the Insurance pursuant to the terms of said contract(s) from funds available in the Employee Benefits Fund (701) FY23 Operating Budget 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Wednesday, September 28, 2022

Mr. Mark Widmann
Director of Administrative Services
City of Midland

Re: Recommendation for RFP# 22004306 for the City of Midland

Dear Mr. Widmann,

McGriff released request for proposals on behalf of the City of Midland. RFP# 22004306 for Voluntary Long-Term Disability, Basic Life and AD&D, Voluntary Life coverages.

For RFP# 22004306, City of Midland received 7 decline to quote and 3 quotes. After reviewing the information and going through the best and final process, McGriff recommends renewing with the Standard. The improvements by line of coverage are as follow:

- Basic Life – Increase the coverage for class 1 & 3 to $100K from $75K; for class 2 & 4 increase to $75K from $50K; for class 5 increase to $10K from $7,500. The City will also receive annual savings of $26,050. The new rate guarantee is for 3 years (until 12/31/2025).
- Voluntary Life – Employees now can elect up to $500K of voluntary life coverage. Currently maximum amount is $300K. Standard also increased the guarantee issue amount from $100K to $150K. These changes are offered with no increase to the rates. The new rate guarantee is for 3 years (until 12/31/2025).
- Basic Dependent Life – In the best and final Standard proposed a third option. Now employees can choose amounts for spousal coverage for $10K, $20K or $50K. The new rate guarantee is for 3 years (until 12/31/2025).
- Voluntary Long-Term Disability – No changes in the current plan design or rates. The new rate guarantee is for 3 years (until 12/31/2025).

If you have any questions, please let us know.

Sincerely,

McGriff Insurance Services, Inc.

5080 Spectrum Drive, Suite 900 E | Addison, TX 75001
Phone: (866) 232-2100
McGriff Insurance Services, Inc. McGriff, Seibels & Williams, Inc.

Bid of Response
City of Midland
RFP #22004306

Basic Life/AD&D/Voluntary Term Life/LTD				
Carrier	**AM BEST**	**Financial Size**	**Comments**	**BAFO Comments**
Guardian	A (Excellent)	XV ($2 Billion or Greater)	*DTQ - Uncompetitive*	
MetLife	A (Excellent)	XV ($2 Billion or Greater)	*DTQ - Unresponsive*	
Mutual of Omaha	A (Excellent)	XV ($2 Billion or Greater)	*Quoted all lines*	***No room to reduce rates** ***Offer 1 time true open enrollment** ***Can grandfather current amounts**
New York Life	A (Excellent)	XV ($2 Billion or Greater)	*DTQ - Uncompetitive*	
One America	A (Excellent)	XV ($2 Billion or Greater)	*DTQ - High Police & Fire Volume*	
Prudential	A (Excellent)	XV ($2 Billion or Greater)	*Quoted all lines*	***Offer 1 time true open enrollment** ***Can grandfather current amounts** ***Cannot match current LTD benefit. Did not offer LTD quote.**
Standard	A (Excellent)	XV ($2 Billion or Greater)	*Incumbent - Quoted all lines*	***Offer 1 time true open enrollment only to the voluntary life coverage**
Transamerica	A (Excellent)	XV ($2 Billion or Greater)	*DTQ - High Police & Fire Volume*	
UNUM	A (Excellent)	XV ($2 Billion or Greater)	*DTQ - High Police & Fire Volume*	
Voya	A (Excellent)	XV ($2 Billion or Greater)	*DTQ - High Police & Fire Volume*	

This is not an insurance contract: This proposal is for comparison purposes only. Please refer to certificate booklet or proposal for additional details, including limitations and exclusions. Final rates and benefits will be determined by actual enrollment and plan selection.

City of Midland
Basic Life and AD&D Marketing Analysis - $100K/$75K/$10K
Effective: 1/1/2023

	Current	Proposed	BAFO Proposed	Proposed
Benefits	**Standard**	**Standard**	**Standard**	**Mutual fof Omaha**
Classes	Class 1: Active Department Heads & Directors Class 2: All other Active Members Class 3: Retired Department Heads & Directors under Age 70 Class 4: All other Retired Members under age 70 Class 5: Retired Members Age 70+	Class 1: Active Department Heads & Directors Class 2: All other Active Members Class 3: Retired Department Heads & Directors under Age 70 Class 4: All other Retired Members under age 70 Class 5: Retired Members Age 70+	Class 1: Active Department Heads & Directors Class 2: All other Active Members Class 3: Retired Department Heads & Directors under Age 70 Class 4: All other Retired Members under age 70 Class 5: Retired Members Age 70+	Class 1: Active Department Heads & Directors Electing Dep Opt 1 Class 2: Active Department Heads & Directors Electing Dep Opt 2 Class 3: Active Department Heads & Directors Electing No Dep Opt Class 4: All other Eligible Employees Electing Dep Opt 1 Class 5: All other Eligible Employees Electing Dep Opt 2 Class 6: All other Eligible Employees Electing No Dep Opt Class 7: All Elgible Reitred Department Heads and Directors Class 8: All Other Eligible Class 4 Retirees as deptermined by ER Class 9: All Other Eligible Class 5 Retirees as deptermined by ER
Employee Life Amount	Class 1 & 3: Flat $75,000 Class 2 & 4: Flat $50,000 Class 5: Flat $7,500	Class 1 & 3: Flat $100,000 Class 2 & 4: Flat $75,000 Class 5: Flat $10,000	Class 1 & 3: Flat $100,000 Class 2 & 4: Flat $75,000 Class 5: Flat $10,000	Class 1, 2, 3 & 7: Flat $100,000 Class 4, 5, 6 & 8: Flat $75,000 Class 9: Flat $10,000
Employee AD&D Amount	All Classes: Matches Life Amount	All Classes: Matches Life Amount	All Classes: Matches Life Amount	All Classes: Matches Life Amount
Guarantee Issue Amount	All Classes: Full Benefit	All Classes: Full Benefit	All Classes: Full Benefit	All Classes: $100,000
Maximum Amount	Flat Benefit Amount	Flat Benefit Amount	Flat Benefit Amount	Flat Benefit Amount
Conversion Privilege	Included	Included	Included	Included
Waiver of Premium	Class 1 & 2 Only: Eligible to age 60 and Wavied to age 65	Class 1 & 2 Only: Eligible to age 60 and Wavied to age 65	Class 1 & 2 Only: Eligible to age 60 and Waived to age 65	Class 1, 2, 3, 4, 5, 6 Only: Wavied to age 65
Age Reduction Formula	None	None	None	70+ Benefits reduce to $10,000
Rate Guarantee	**-**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**
Covered Volume	$86,835,000	$86,835,000	$86,835,000	$86,835,000
Life Rates (Per $1,000)	**$0.220**	**$0.220**	**$0.210**	**$0.310**
AD&D Rate (Per $1,000)	**$0.030**	**$0.015**	**$0.015**	**$0.030**
Monthly Total	**$21,708.75**	**$20,406.23**	**$19,537.88**	**$29,523.90**
Annual Total	**$260,505.00**	**$244,874.70**	**$234,454.50**	**$354,286.80**
$ Increase over Current	**-**	**($15,630.30)**	**($26,050.50)**	**$93,781.80**
% Increase over Current	**-**	**-6.00%**	**-10.00%**	**36.00%**

City of Midland
Basic Life and AD&D Marketing Analysis - $100K/$75K/$10K
Effective: 1/1/2023

	Current	Proposed	Proposed	BAFO Proposed
Benefits	**Standard**	**Standard**	**Prudential**	**Prudential**
Classes	Class 1: Active Department Heads & Directors Class 2: All other Active Members Class 3: Retired Department Heads & Directors under Age 70 Class 4: All other Retired Members under age 70 Class 5: Retired Members Age 70+	Class 1: Active Department Heads & Directors Class 2: All other Active Members Class 3: Retired Department Heads & Directors under Age 70 Class 4: All other Retired Members under age 70 Class 5: Retired Members Age 70+	Class 1: Active Department Heads & Directors Class 2: All other Active Members Class 3: Retired Department Heads & Directors under Age 70 Class 4: All other Retired Members under age 70 Class 5: Retired Members Age 70+	Class 1: Active Department Heads & Directors Class 2: All other Active Members Class 3: Retired Department Heads & Directors under Age 70 Class 4: All other Retired Members under age 70 Class 5: Retired Members Age 70+
Employee Life Amount	Class 1 & 3: Flat $75,000 Class 2 & 4: Flat $50,000 Class 5: Flat $7,500	Class 1 & 3: Flat $100,000 Class 2 & 4: Flat $75,000 Class 5: Flat $10,000	Class 1 & 3: Flat $100,000 Class 2 & 4: Flat $75,000 Class 5: Flat $10,000	Class 1 & 3: Flat $100,000 Class 2 & 4: Flat $75,000 Class 5: Flat $10,000
Employee AD&D Amount	All Classes: Matches Life Amount	All Classes: Matches Life Amount	Class 1 & 2 Only: Matches Life Amount	Class 1 & 2 Only: Matches Life Amount
Guarantee Issue Amount	All Classes: Full Benefit	All Classes: Full Benefit	All Classes: Full Benefit	All Classes: Full Benefit
Maximum Amount	Flat Benefit Amount	Flat Benefit Amount	Flat Benefit Amount	Flat Benefit Amount
Conversion Privilege	Included	Included	Included	Included
Waiver of Premium	Class 1 & 2 Only: Eligible to age 60 and Wavied to age 65	Class 1 & 2 Only: Eligible to age 60 and Wavied to age 65	Class 1 & 2 Only: Eligible to age 60 and Wavied to age 65	Class 1 & 2 Only: Eligible to age 60 and Wavied to age 65
Age Reduction Formula	None	None	Class 1 & 2 Only: 35% at age 70 and 50% at age 75	Class 1 & 2 Only: 35% at age 70 and 50% at age 75
Rate Guarantee	**-**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**
Covered Volume	$86,835,000	$86,835,000	$86,835,000	$86,835,000
Life Rates (Per $1,000)	**$0.220**	**$0.220**	**$0.286**	**$0.300**
AD&D Rate (Per $1,000)	**$0.030**	**$0.015**	**$0.030**	**$0.030**
Monthly Total	**$21,708.75**	**$20,406.23**	**$27,439.86**	**$28,655.55**
Annual Total	**$260,505.00**	**$244,874.70**	**$329,278.32**	**$343,866.60**
$ Increase over Current	**-**	**($15,630.30)**	**$68,773.32**	**$83,361.60**
% Increase over Current	**-**	**-6.00%**	**26.40%**	**32.00%**

City of Midland
Voluntary Life and AD&D Marketing Analysis
Effective: 1/1/2023

	Current	Renewal	BAFO Renewal	Proposed	Proposed	BAFO Proposed
Benefits	**Standard**	**Standard**	**Standard**	**Mutual of Omaha**	**Prudential**	**Prudential**
Classes	Class 1: Active Department Heads & Directors Class 2: All other Active Members	Class 1: Active Department Heads & Directors Class 2: All other Active Members	Class 1: Active Department Heads & Directors Class 2: All other Active Members	Class 1: All Eligible Employees	Class 1: All Eligible Employees	Class 1: All Eligible Employees
Employee Benefit	Increments of $10,000	Increments of $10,000	Increments of $10,000	Increments of $10,000	Increments of $10,000	Increments of $10,000
Employee Voluntary AD&D	N/A	N/A	N/A	N/A	N/A	N/A
Maximum Benefit	$300,000	$300,000	$500,000	5x Annual Salary, up to $500,000	$300,000	$500,000
Guarantee Issue Amount	$100,000	$150,000	$150,000	5x Annual Salary, up to $150,000	$150,000	$150,000
Conversion	Included	Included	Included	Included	Included	Included
Portability	Included	Included	Included	Included	Included	Included
Accelerated Death Benefit	Included - 80%	Included - 80%	Included - 80%	Included - 80%	Included - 90%	Included - 90%
Waiver of Premium	Elgibile to age 60 Waived to age 65	Elgibile to age 60 Waived to age 65	Eligible to age 60 Waived to age 65	Waived to age 65	Elgibile to age 60 Waived to age 65	Elgibile to age 60 Waived to age 65
Age Reduction Formula	65% at age 70 50% at age 75	65% at age 70 50% at age 75	65% at age 70 50% at age 75	65% at age 70 50% at age 75	35% at age 70 50% at age 75	35% at age 70 50% at age 75
Minimum Partcipation	-	20%	20%	25%	> 10 Lives or 20%	> 10 Lives or 20%
Rate Guarantee	**-**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**
Voluntary EE Life Rates (Per $						
<25	$0.080	$0.080	$0.080	$0.080	$0.080	$0.080
25-29	$0.080	$0.080	$0.080	$0.080	$0.080	$0.080
30-34	$0.084	$0.084	$0.084	$0.084	$0.084	$0.084
35-39	$0.110	$0.110	$0.110	$0.110	$0.110	$0.110
40-44	$0.160	$0.160	$0.160	$0.160	$0.160	$0.160
45-49	$0.240	$0.240	$0.240	$0.240	$0.240	$0.240
50-54	$0.360	$0.360	$0.360	$0.360	$0.360	$0.360
55-59	$0.580	$0.580	$0.580	$0.580	$0.580	$0.580
60-64	$0.780	$0.780	$0.780	$0.780	$0.780	$0.780
65-69	$1.240	$1.240	$1.240	$1.240	$1.240	$1.240
70-74	$2.300	$2.300	$2.300	$2.300	$2.300	$2.300
75+	$8.400	$8.400	$8.400	$8.400	$8.400	$8.400
Voluntary EE AD&D Rate	N/A	N/A	N/A	N/A	N/A	N/A
		Includes 1x OE and Annual OE	Includes 1x OE and Annual OE	Includes 1x OE and Annual OE	Includes 1x OE	Includes 1x OE

City of Midland
Voluntary Dependent Life Marketing Analysis
Effective: 1/1/2023

	Current		Renewal		BAFO Renewal			Proposed		Proposed	
Benefits	**Standard**		**Standard**		**Standard**			**Mutual of Omaha**		**Mutual of Omaha**	
Classes	Class 1: Active Department Heads & Directors Class 2: All other Active Members		Class 1: Active Department Heads & Directors Class 2: All other Active Members		Class 1: Active Department Heads & Directors Class 2: All other Active Members			Class 1: Active Department Heads & Directors Class 2: All other Active Members		Class 1: Active Department Heads & Directors Class 2: All other Active Members	
Spouse Benefit	$20,000	$10,000	$20,000	$10,000	$20,000	$10,000	$50,000	$20,000	$10,000	$50,000	$10,000
Spouse Maximum	$20,000	$10,000	$20,000	$10,000	$20,000	$10,000	$50,000	$20,000	$10,000	$50,000	$10,000
Spouse Guarantee Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	$20,000	$20,000	$50,000	$50,000
Child Benefit	$10,000	$5,000	$10,000	$5,000	$5,000	$5,000	$10,000	$10,000	$5,000	$10,000	$5,000
Child Maximum	$10,000	$5,000	$10,000	$5,000	$5,000	$5,000	$10,000	$10,000	$5,000	$10,000	$5,000
Child Guaranteed Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit
Age Reduction Formula	None	None	None	None	None	None	None	None	None	None	None
Participation Requirement	-		-		-			25%		25%	
Rate Guarantee	-		**3 Years - Until 12/31/2025**		**3 Years - Until 12/31/2025**			**3 Years - Until 12/31/2025**		**3 Years - Until 12/31/2025**	
Voluntary Life Rates	Option 1 $8.00	Option 2 $4.00	Option 1 $8.00	Option 2 $4.00	Option 1 $7.00	Option 2 $4.00	Option 3 $19.00	Option 1 $8.00	Option 2 $4.00	Option 1 $8.00	Option 2 $4.00
Voluntary Life Rates Per $1,000	$0.40	$0.40	$0.40	$0.40	$0.35	$0.40	$0.38	$0.40	$0.40	$0.16	$0.40

City of Midland
Voluntary Dependent Life Marketing Analysis
Effective: 1/1/2023

	Current		Renewal		Proposed	BAFO Proposed
Benefits	**Standard**		**Standard**		**Prudential**	**Prudential**
Classes	Class 1: Active Department Heads & Directors Class 2: All other Active Members		Class 1: Active Department Heads & Directors Class 2: All other Active Members		Class 1: Active Department Heads & Directors Class 2: All other Active Members	Class 1: Active Department Heads & Directors Class 2: All other Active Members
Spouse Benefit	$20,000	$10,000	$20,000	$10,000	$10,000 increments	$10,000 increments
Spouse Maximum	$20,000	$10,000	$20,000	$10,000	$20,000	$50,000
Spouse Guarantee Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit
Child Benefit	$10,000	$5,000	$10,000	$5,000	$5,000 increments	$5,000 increments
Child Maximum	$10,000	$5,000	$10,000	$5,000	$10,000	$10,000
Child Guaranteed Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit	Full Benefit
Age Reduction Formula	None	None	None	None	35% at age 70 50% at age 75	35% at age 70 50% at age 75
Participation Requirement	-		-		> 10 Lives or 20%	> 10 Lives or 20%
Rate Guarantee	-		**3 Years - Until 12/31/2025**		**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**
Voluntary Life Rates	Option 1 $8.00	Option 2 $4.00	Option 1 $8.00	Option 2 $4.00	Option 1 $5.34	Option 1 $5.34
Voluntary Life Rates Per $1,000	$0.40	$0.40	$0.40	$0.40	$0.267 - Spouse/Child	$0.267 - Spouse/Child

City of Midland
Long Term Disability Marketing Analysis - Elimination Period
Effective: 1/1/2023

	Current Salaried	Renewal Salaried	Proposed Salaried			
Benefits	**Standard**	**Standard**	**Mutual of Omaha**			
Benefit Percentage	66.67%	66.67%	60%		60%	
Maximum Monthly Benefit	$8,000	$8,000	$8,000		$8,000	
Elimination Period	See Below*	See Below*	90 Days		180 Days	
Occupation Type	Own Occupation	Own Occupation	Own Occupation		Own Occupation	
Definition of Disability	Residual	Residual	Residual		Residual	
Survivor Benefit	Included	Included	Included		Included	
Mental Illness / Substance Abuse	24 Months	24 Months	24 Months		24 Months	
Self Reported Symptoms	N/A	N/A	N/A		N/A	
Pre-existing Conditions	3/12 - 90 day*	3/12 - 90 day*	12/12		12/12	
Duration	To Age 65	To Age 65	To Age 65		To Age 65	
EAP Included	3 Face to Face	3 Face to Face	3 Face to Face		3 Face to Face	
Return to Work Benefit	Included	Included	Included		Included	
FICA Match	Included	Included	Included		Included	
Participation Minimum	-	-	25%		25%	
Rate Guarantee	**-**	**3 Years - Until 12/31/2025**	**3 Years - Until 12/31/2025**		**3 Years - Until 12/31/2025**	
Elimination Period*			<20	$0.11	<20	$0.10
0/3	$5.04	$5.04	20-24	$0.12	20-24	$0.10
14/14	$4.10	$4.10	25-29	$0.19	25-29	$0.16
30/30	$3.70	$3.70	30-34	$0.28	30-34	$0.24
60/60	$2.60	$2.60	35-39	$0.40	35-39	$0.34
90/90	$2.07	$2.07	40-44	$0.59	40-44	$0.51
180/180	$1.52	$1.52	45-49	$0.90	45-49	$0.77
			50-54	$1.46	50-54	$1.25
			55-59	$1.86	55-59	$1.60
			60-64	$1.97	60-64	$1.69
			65-69	$2.07	65-69	$1.78
			70+	$2.18	70+	$1.87
	Includes Annual OE		Rates are per $100			
	*Benefit amount-If you increase by more than $300, the first 90 days you get whatever you selected. If pre-x, after 90 days, benefit reverts to prior selection + $300		Includes One-time OE			

Notes:

DISCLAIMER

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

PAYMENT TERMS

When policies are billed directly by a carrier, clients may contact us for assistance, however, McGriff is not permitted to notify clients of late payments or pending cancellation. Premium paid to carriers must be received by the carrier on or before the due date. When policies are directly billed by McGriff:

• Invoices are due on the effective date or transaction date, whichever is later
• Payments should be made from invoice as no statement will be issued.
• Payments must be received no later than the 28th day after the due date to avoid cancellation.

CONFIDENTIALITY STATEMENT

Confidentiality of Client Information is critically important to McGriff. All client information provided to McGriff will be shared only to the extent needed within our firm and with the appropriate insurance carriers, wholesale brokers and intermediaries. No information will be divulged to any other source without our clients prior written consent, except as required by law.
Furthermore, all information provided by McGriff is considered proprietary information and should not be shared with anyone without our prior written consent.

CLIENT REFERENCES

As another way to further protect the confidentiality of our clients' information, references will be provided to you on request.

MCGRIFF COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.
You should be aware that we may receive additional income from the following sources:

• Interest or Investment Income earned on insurance premiums.
• Expense Allowances or Reimbursements from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
• Tier II Commission is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
• Contingent Commission may be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.
• Administrative and Services Fees may be paid for limited services we provide to the insurance company as part of the placement process for insurance policies placed with a particular company, including but not limited to premium billing, collection, remittance and credit control, policy document compilation, and record retention or for consulting and data analytic services.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Chief Risk Manager for assistance. If any part of your insurance program is placed through any Truist-owned companies (including retail insurance brokers McGriff Insurance Services, Inc. and McGriff, Seibels & Williams, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; managing general underwriter AmRisc, LLC; insurance premium finance companies Prime Rate Premium Finance Corporation, Inc., AFCO Credit Corporation, AFCO Acceptance Corporation, CAFO Holdings Company, and CAFO Inc.; or affiliates; or MBT, Ltd.) disclosure of that income will also be included.

The following constitutes McGriff's disclosure of direct and indirect compensation the Company will receive or reasonably expects to receive for the period of **January 1, 2023 through December 31, 2023** in connection with the below referenced services it provides to **the City of Midland** (the "Client" or "you"), and as outlined in your Fee Agreement, Employee Benefits Broker Service Agreement or other arrangement/contract for services with McGriff:

• Services as outlined in your Fee Agreement or employee Benefits Broker Service Agreement, including but not limited to the following: Providing placement and service of your Employee Benefit Programs.

The Fee Agreement and Employee Benefits Broker Service Agreement between the Company and the Client are hereby incorporated by reference.The Company does not provide the above-referenced services to the Client in the capacity as a plan fiduciary under ERISA.

TERMINATION COMPENSATION

The Company will not receive any special compensation in connection with the termination of the services described in this disclosure.

THIRD PARTY REFERRAL DISCLAIMER

From time to time, McGriff may share opinions or content regarding third parties, or make referrals to third party products and services ("Third Party Services"). Any Third Party Services, or links to third party sites shared or posted on McGriff website or social media sites do not constitute an endorsement of any individual, organization, service, or product by McGriff, nor does such activity indicate an affiliation with or sponsorship of the third party by McGriff. Any third party claims regarding their products or services contained in their written materials or on the third party websites are those of the respective authors and do not reflect the affirmation, concurrence or agreement, of McGriff, its employees, directors, officers, parents, or affiliates that those claims are accurate. MCGRIFF IS NOT LIABLE FOR ANY THIRD PARTY SERVICES OR THE STORAGE OR BREACH OF YOUR CONFIDENTIAL INFORMATION RELATED TO SUCH THIRD PARTY SERVICES. WE ARE NOT RESPONSIBLE FOR AND DO NOT OFFER ANY WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, RELIABILITY OR ANY OTHER ASPECTS OF PRODUCTS OR SERVICES FROM THIRD PARTIES. YOU RELEASE US FROM ANY DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST US ARISING FROM YOUR USE OF PRODUCTS OR SERVICES FROM THIRD PARTIES.

PROVIDER SECURITY STANDARDS

McGriff The following is a brief summary of the measures that we have taken as your agent/broker to review and objectively report to you the financial security of your insuring companies. Information is included from A.M. Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our clients.

Market Security Review McGriff has established and continues to maintain an internal "Market Security Review Group" composed of senior management representatives from the Finance, Marketing, Wholesale, and Administrative Divisions of the company. This Group's purpose is to develop and implement a policy, procedure, and standard for the review of financial security of all insurers, intermediaries, and associations used by McGriff. This Group meets periodically to review the current listing of all companies, intermediaries, and associations that are actively used by McGriff. It will also act on any pending requests received from an agency to have new providers activated, and to inactivate any providers that do not meet current McGriff standards.

Provider Classifications

Approved Provider A.M. Best Secured Rating with a minimum rating of A-, Demotech Financial Stability Rating of A, Exceptional or ALIRT score of 35 with five (5) or fewer flags. For foreign insurers whose rating is not tracked by A.M. Best, other internationally recognized rating organizations will be used.

Exception Provider Any provider whose Best's rating is below A-. The A.M. Best's rating of an exception provider will be included on all McGriff proposals delivered to clients or prospects. In addition, these providers which have been reviewed by the Market Security Review Group and the client may be considered an exception security based on other factors. The client may be required to sign a form of disclaimer or acknowledgement of receipt of this information.

Prohibited Provider All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the McGriff agency management system(s) at any time, for any reason.

History A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The Best's Rating Guide was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the Best's International Rating Guide was published, reporting on the claims-paying ability of over 950 international insurers. The information used by Best's to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company and on an interim basis as conditions dictate.

Best's Rating System The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operational performance, and its ability to meet its financial obligations to policyholders, as follows: • Profitability • Spread of Risk • Quality of Reinsurance Program • Leverage/Capitalization • Quality and Diversification of Assets • Liquidity • Adequacy of Policy Loss Reserves • Adequacy of Policyholder's Surplus • Capital Structure • Management Experience and Objectives

A.M. Best's Ratings Assigned to insurers which meet Best's standards for the quantitative and qualitative analysis of the company's financial condition and operating performance. For further information, see the Best's Guide to Ratings - www.ambest.com

Non-Admitted Carriers An insurance company not licensed to do business in a given state. These insurers are not subject to the financial solvency and enforcement regulations that are required for admitted carriers. These insurers do not participate in any of the insurance guarantee funds. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

Financial Size Categories I

I	Under $1,000,000	VIII	100,000,000 – 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 – 500,000,000
III	2,000,000 – 5,000,000	X	500,000,000 – 750,000,000
IV	5,000,000 – 10,000,000	XI	750,000,000 – 1,000,000,000
V	10,000,000 – 25,000,000	XII	1,000,000,000 – 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 – 1,500,000,000
VII	50,000,000 – 100,000,000	XIV	1,500,000,000 – 2,000,000,000
		XV	Over 2,000,000,000

Source: ***Best's Key Rating Guide – 2016 Edition***



Your Employee Benefits Proposal

Prepared for: City of Midland

Presented by: McGriff, Seibels & Williams, Inc.

Proposal Prepared on:
September 30, 2022

Proposed Effective Date:
January 1, 2023

Life and AD&D Insurance
Dependent Life Insurance

Standard Insurance Company

Proposed Effective Date
January 01, 2023

Prepared for:
City of Midland

Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2021 was 2 days for clean claims and 4 days for all claims (internal company data as of January 2022).

Covered Members

An active employee of the Employer working 30 or more hours per week.

An employee of the Employer who retired under the Employer's retirement program.

- **Class 1:** Active Department Heads and Directors
- **Class 2:** All other active Members
- **Class 3:** Retired Department Heads and Directors under age 70
- **Class 4:** Retired Members under age 70 other than Retired Department Heads and Directors
- **Class 5:** Retired Members age 70 or older

	Basic			
	Class 1	Class 2	Class 3	Class 4
Benefit Schedule	Flat $100,000	Flat $75,000	Flat $100,000	Flat $75,000
Guarantee Issue	Full Benefit	Full Benefit	Full Benefit	Full Benefit
AD&D Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit
Age Reduction Schedule	None	None	None	None
Employer Contribution	100%	100%	100%	100%
Minimum Participation	100%	100%	100%	100%

	Basic
	Class 5
Benefit Schedule	Flat $10,000
Guarantee Issue	Full Benefit
AD&D Benefit	Matches Life Benefit
Age Reduction Schedule	None
Employer Contribution	100%
Minimum Participation	100%

Proposed Effective Date
January 01, 2023

Prepared for:
City of Midland

Life Highlights

	Basic			
	Class 1	Class 2	Class 3	Class 4
Waiver of Premium	Eligible to age 60 Waived to age 65	Eligible to age 60 Waived to age 65	Not Included	Not Included
Conversion	Included	Included	Included	Included
Portability	Included	Included	Included	Included
Continuity of Coverage	Included	Included	Included	Included
Repatriation Benefit	Included	Included	Included	Included
Travel Assistance	Included	Included	Included	Included
Life Services Toolkit	Included	Included	Included	Included

	Basic
	Class 5
Waiver of Premium	Not Included
Conversion	Included
Portability	Included
Continuity of Coverage	Included
Repatriation Benefit	Included
Travel Assistance	Included
Life Services Toolkit	Included

AD&D Highlights

	Basic
Loss of life	100% (including disappearance and exposure)
Loss of one hand or one foot	50%
Loss of sight of one eye	50%
Loss of speech	50%
Loss of hearing in both ears	50%
Any combination of the above losses	100%
Loss of thumb and index finger of same hand	25%
Quadriplegia	100%
Triplegia	75%
Paraplegia	75%
Hemiplegia	50%

AD&D Highlights (continued)

	Basic
Uniplegia	25%
Seat Belt Benefit	10% of AD&D benefit payable up to $25,000
Air Bag Benefit	5% of AD&D benefit payable up to $5,000
Helmet Benefit	10% of AD&D benefit payable up to $5,000
Family Benefits Package	Included
Portability	Included

Additional Plan Design Details

- For Class 1, 2: An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of $500,000 (when Basic Life and any Additional Life are combined).
- For Class 3, 4, 5: An Accelerated Benefit is not included.
- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- The Family Benefits Package includes:

  – The Higher Education Benefit reimburses tuition expenses up to $5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of $20,000 or 25% of the AD&D benefit per child, whichever is less.

  – Career Adjustment Benefit reimburses tuition expenses up to $5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of $10,000 or 25% of the AD&D benefit, whichever is less.

  – Child Care Benefit reimburses a family's child care expenses up to $5,000 per year - not to exceed $10,000 or 25% of the AD&D benefit, whichever is less.
- The Helmet Benefit pays a benefit for a loss of life due to an accident that occurs when riding a bicycle or a motorcycle and wearing a helmet.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.

Proposed Effective Date
January 01, 2023

Prepared for:
City of Midland

Cost

	Basic
Life	
Members	1,189
Volume	$86,835,000
Rate: Per $1,000	.210
Monthly Premium	$18,235
AD&D	
Members	1,189
Volume	$86,835,000
Rate: Per $1,000	.015
Monthly Premium	$1,303
Total Billed Premium	$19,538
Rate Guarantee	3 years

Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.

More Information

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here:
https://www.standard.com/group_life_add

Covered Members

An active employee of the Employer working 30 or more hours per week.

	Employee
Benefit Schedule	Increments of $10,000
Maximum Benefit	$500,000
Minimum Benefit	$10,000
Guarantee Issue	$150,000
Age Reduction Schedule	To 65% at age 70 To 50% at age 75
Employer Contribution	0%
Minimum Participation	20%

Life Highlights

	Employee
Waiver of Premium	Eligible to age 60 Waived to age 65
Conversion	Included
Portability	Included
Continuity of Coverage	Included

Additional Plan Design Details

- On the policy effective date, all members (enrolled or eligible) may increase their benefit amount up to the guarantee issue amount without providing evidence of insurability.
- During the Annual Enrollment Period, all members (enrolled or eligible) may increase their benefit amount by one increment, not to exceed the guarantee issue amount, without providing evidence of insurability. Evidence of insurability is required for those whose evidence of insurability was not approved by us during any prior period of eligibility.
- An Accelerated Death Benefit is included. Terminally ill members may withdraw up to 80% of their Life benefit to a maximum of $500,000 (when Basic Life and any Additional Life are combined).

Proposed Effective Date
January 01, 2023

Prepared for:
City of Midland

Cost

	Employee				
Life					
Members	282				
Volume	$29,150,000				
Rate: Per $1,000	Lives	Age	Rate	Volume	Premium
	46	0-29	.080	$4,090,000	$327
	40	30-34	.084	$3,900,000	$328
	44	35-39	.110	$5,260,000	$579
	37	40-44	.160	$4,250,000	$680
	36	45-49	.240	$3,900,000	$936
	31	50-54	.360	$3,480,000	$1,253
	28	55-59	.580	$2,690,000	$1,560
	13	60-64	.780	$1,080,000	$842
	5	65-69	1.240	$370,000	$459
	2	70-74	2.300	$130,000	$299
	0	75-999	8.400	$0	$0
Monthly Premium					$7,263
Rate Guarantee					3 years

Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- If the current contract contains a Waiver of Premium provision, The Standard assumes all waiver claims before the effective date of coverage with The Standard have been filed with the current carrier.

Conditions

- Additional Life can only be purchased in conjunction with Basic Life.
- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Members who are eligible under the current plan but are not enrolled.
  - Individuals who enroll more than 31 days after they are first eligible for coverage.
  - Increases in elected benefit amounts after initial enrollment.

More Information

For additional information on the available features and benefits of Additional Life Insurance from The Standard,click here:
https://www.standard.com/group_life_add

Dependent Life Insurance

Covered Members

An active employee of the Employer working 30 or more hours per week.

Option 1 **Option 2** **Option 3**

	Spouse and Child	
	Option 1	Option 2
Benefit Schedule	Spouse: $20,000 Child: $5,000	Spouse: $10,000 Child: $5,000
Guarantee Issue	Full Benefit	Full Benefit

	Spouse and Child
	Option 3
Benefit Schedule	Spouse: $50,000 Child: $10,000
Guarantee Issue	Full Benefit

Life Highlights

	Spouse and Child
Conversion	Included
Portability	Included
Continuity of Coverage	Included

Additional Plan Design Details

- No evidence of insurability is required for child coverage.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.
- Dependents coverage includes child(ren) from live birth through age 25. The first eligible newborn child is automatically covered at the minimum benefit amount for up to 31 days. After the first child is enrolled, subsequent children will be automatically covered at the elected child benefit amount.

Cost

	Option 1
	Elective: Paid by each Member electing coverage
Life	
Members	TBD
Rate: Per Member	$7.00
Rate Guarantee	3 years

	Option 2
	Elective: Paid by each Member electing coverage
Life	
Members	TBD
Rate: Per Member	$4.00
Rate Guarantee	3 years

	Option 3
	Elective: Paid by each Member electing coverage
Life	
Members	TBD
Rate: Per Member	$19.00
Rate Guarantee	3 years

Conditions

- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
  - Increases in elected benefit amounts from the current plan to this plan.
  - Spouses who are eligible under the current plan but are not enrolled.

More Information

For additional information on the available features and benefits of Dependent Life Insurance from The Standard, click here:
https://www.standard.com/group_life_add

Proposed Effective Date
January 1, 2023

Prepared for:
City of Midland

Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and returnto work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

Covered Members

A regular employee of the Employer who is working 30 or more hours per week.

	Educators LTD
Benefit Schedule	Choice of benefit amount in multiples of $100, from $200 to $8,000
Maximum Monthly Benefit	Not to exceed 66 2/3% of monthly earnings
Minimum Monthly Benefit	25% of maximum gross benefit
Benefit Waiting Period Accident/ Illness	Choice of 0/3,14/14,30/30,60/60,90/90 or 180/180 Days
Maximum Benefit Period	To age 65 for both accident and sickness
Guarantee Issue Amount	Full Benefit
Employer Contribution	0%
Minimum Participation	0%
Taxability of Benefits	Non-Taxable Benefit
Own Occupation Period	24 Months
Partial/Residual Disability	Included
Preexisting Condition Period	3/12 – 90 day pre-ex exclusion
Mental & Nervous Limitation	24 months
Substance Abuse Limitation	24 months
Other Limited Conditions	24 months
Return to Work Incentive	24 months

Additional Plan Design Details

- A First Day Hospital Benefit is included for plans with a 0/3, 14/14 or 30/30 Benefit Waiting Period. If an insured employee is hospitalized during the Benefit Waiting Period (BWP), the BWP is satisfied. LTD benefits are payable and the Maximum Benefit Period begins when hospitalization begins.
- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability - with innovative tools and resources designed to help keep your employees productive and on the job.
- Waiver of premium will begin on the first day of the month following 90 days of disability.
- Includes Special Dismemberment Benefit.
- The Benefit Waiting Period accrues during non-school months
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- 24-month Family Care Expenses Adjustment.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- Continuity of Coverage.
- The limitations included in the policy are combined lifetime limitations.

Cost

Monthly Premium Rates

Rate: Per $100 of Benefit

	LTD
	MBP
Benefit Waiting Period	To Age 65
0/7	5.040
14/14	4.100
30/30	3.700
60/60	2.600
90/90	2.070
180/180	1.520
Rate Guarantee	3 years

Assumptions

- Workers' compensation benefits will be considered deductible income.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume group participation in State Public Employees Retirement System and Social Security.
- Rates assume billing is centralized in one location.

Conditions

- An annual open enrollment is included. The preexisting condition exclusion will be applied to benefit increases greater than $300.
- Preexisting exclusion will not apply for the first 90 days of disability.
- Preexisting exclusion applies to changes in insurance greater than $300.
- Preexisting exclusion applies when the benefit waiting period is reduced.
- Rate assumes that coverage is not currently in force.
- Employer must participate in a Workers Compensation Plan.
- The plan provides coverage for non-occupational disabilities only.
- Primary and Dependents Social Security benefits are Deductible Income.

More Information

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard, click here:
http://www.standard.com/eforms/14187.pdf

Proposed Effective Date
January 01, 2023

Prepared for:
City of Midland

Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

No commissions included for Life and LTD.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/financial-professional/insurance-benefits/compensation. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on December 28, 2022, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

Financial Strength Ratings

For information about our Financial strengths ratings visit www.standard.com/about

City Council Meeting

Item Number: 9

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION APPROVING THE PURCHASE OF REPLACEMENT PALO ALTO FIREWALL DEVICES AND RENEWAL OF MAINTENANCE FOR THE EXISTING FIREWALLS AND ANTIVIRUS SOFTWARE FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM CDW GOVERNMENT LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $741,199.44 (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution approving the purchase of replacement Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software from CDW Government LLC (CDW-G) through Department of Information Resources (DIR) contract DIR-TSO-4288 for a total cost of $741,199.44.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Technology Fund. The total cost of the three-year maintenance agreement is $741,199.44

Discussion:

Staff recommends purchasing Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software from CDW-G through Department of Information Resources (DIR) contract DIR-TSO-4288. 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 Jennifer Frescaz, Chief Information Officer, for additional information.

Therefore, please consider a resolution approving the purchase of Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software from CDW-G of Vernon Hills, Illinois through Department of Information Resources (DIR) contract DIR-TSO-4288 for a total cost of $741,199.44.

Tina Jaug

City Manager's Office

DATE: September 28, 2022

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request the approval to purchase replacement firewall devices and renewal of maintenance for the existing firewalls and antivirus software from CDW-G via DIR-TSO-4288

Consider a resolution approving the purchase of two replacement firewall devices and renewal of maintenance for the existing firewalls and the antivirus software from CDW-G for $741,199.44 via DIR-TSO-4288.

The replacement firewalls will be installed at the backup data center to ensure we can maintain the same level of network security as the primary data center. This will help secure the backup servers, network services, and end-users. The renewal of maintenance is for the existing firewalls at the primary data center and other locations, along with the antivirus/anti-malware software for three years.

The cost of the purchase is budgeted in the Technology Fund. The total cost of the three-year maintenance agreement is $741,199.44

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF REPLACEMENT PALO ALTO FIREWALL DEVICES AND RENEWAL OF MAINTENANCE FOR THE EXISTING FIREWALLS AND ANTIVIRUS SOFTWARE FOR THE COMMUNICATIONS AND INFORMATION SYSTEMS DEPARTMENT FROM CDW GOVERNMENT LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $741,199.44

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, CDW Government LLC has submitted a total proposed cost to the City for the purchase of replacement Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software, through the DIR, as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed for said replacement Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said replacement Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software through DIR;

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 said replacement Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software from CDW Government LLC through the DIR, at a total cost to the City of $741,199.44.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay for said replacement Palo Alto firewall devices and renewal of maintenance for the existing firewalls and antivirus software from funds available in the Technology Fund, upon proper

receipt of 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jennifer Frescaz, Chief Information Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CDW·G			$	741,199.44
CUSTOMER:	City of Midland TX	Account Manager: Alyssa McArthur-Guzman	Quote Date:	9/29/2022
CONTACT:	Gorgees Eskander		Prep by:	Alyssa Mcarthur-Guzman
ADDRESS:	601 N Lorraine St Midland TX	Contract: DIR-TSO-4288	Phone:	312-547-2602
QUOTE #	Palo Alto BOM		Email:	alysmca@cdwg.com
REV #:				

QTY	PART #	DESCRIPTION	UNIT COST	EXT. COST
1	Cybersecurity	Firewall, Endpoint Protection, Automation, and Maintenance for three years	$ 741,199.44	$ 741,199.44
			$ -	$ -
			$ -	$ -
			$ -	$ -

City Council Meeting

Item Number: 10

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF FIFTY-ONE (51) BUNKER COATS AND FIFTY (50) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., AT A TOTAL COST OF $184,051.65 THROUGH THE HOUSTON GALVESTON AREA COUNCIL (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of fifty-one (51) Bunker Coats and fifty (50) Bunker Pants from Dooley Tackaberry, Inc. through HGAC contract EE08-19 for a cost of $184,051.65.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the General Fund FY23 Operating Budget.

Discussion:

Staff recommends purchasing fifty-one (51) Bunker Coats and fifty (50) Bunker Pants from Dooley Tackaberry Inc. through Houston Galveston Area Council (HGAC) contract EE08-19. 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. This purchase is a budgeted yearly purchase of personal protective equipment in accordance with NFPA 1851. Please see the attached memo from Fire Chief Blumenauer, for additional information.

Therefore, please consider a resolution approving the purchase of fifty-one (51) Bunker Coats

and fifty (50) Bunker Pants from Dooley Tackaberry, Inc. of Deer Park, Texas through the Houston-Galveston Area Council (HGAC) for a total cost of $184,051.65.

Tina Gaug

City Manager's Office

MIDLAND Fire Department

Interoffice Memorandum

Date: **09/29/2022**

To: **Regina Stephenson**

From: **Fire Chief Charles Blumenauer**

Subject: **2023 Personal Protective Equipment (PPE) purchase**

We are in the process of our yearly purchase of PPE in accordance with NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

The Texas Commission on Fire Protection requires fire departments to complete a risk assessment before the purchase of any new PPE. The Midland Fire Department completed this assessment as required. Through this assessment, we have found that our current Inno-Tex PPE specs meet our needs for structural firefighting.

This purchase was budgeted for this year to replace worn gear and to outfit new employees for this coming year.

Charles Blumenauer

Fire Chief

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF FIFTY-ONE (51) BUNKER COATS AND FIFTY (50) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., AT A TOTAL COST OF $184,051.65 THROUGH THE HOUSTON GALVESTON AREA COUNCIL

WHEREAS, the Houston Galveston Area Council (HGAC) 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, Dooley Tackaberry, Inc., submitted a total proposed cost to the City of $184,051.65 for the purchase of fifty-one (51) bunker coats and fifty (50) bunker pants through HGAC Contract EE08-19, as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Dooley Tackaberry, Inc., through HGAC Contract EE08-19 for fifty-one (51) bunker coats and fifty (50) bunker pants to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase fifty-one (51) bunker coats and fifty (50) bunker pants through HGAC Contract EE08-19;

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 fifty-one (51) bunker coats and fifty (50) bunker pants from Dooley Tackaberry, Inc., through HGAC Contract EE08-19 for a total cost of $184,051.65.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Dooley Tackaberry, Inc., for fifty-one (51) bunker coats and fifty (50) bunker pants from funds available in the General Fund FY23 Operating Budget upon proper receipt of 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

DOOLEY TACKABERRY
PROTECTING LIFE. GUARDING INVESTMENTS.™

Houston Corporate Headquarters
1515 W. 13th Street
Deer Park TX 77536 USA
Phone: 281.479.9700
Toll Free: 800.833.0247

QUOTATION

Page: 1 of 1
Date: 9/21/2022
Our Reference: 1082722
Your Reference: Bunker Gear
Reference Desc.
Sales Person: Jason Billings
Estimator: Sarah Pulley
Email: spulley@safetyfire.com
Revision: 0

Quote To: 064204

MIDLAND FIRE DEPARTMENT
P.O. BOX 1152
MIDLAND TX 79702
USA

Ship To:

MIDLAND FIRE DEPARTMENT
1500 W. WALL
MIDLAND TX 79701

Brian McGary

ITEM	QTY	PART NUMBER AND DESCRIPTION	ORIGIN	ECCN	SCHEDULE B	UNIT PRICE	UOM	Extension
1	51	INNOENERGY-C-064204-R00 Bunker Coat, Energy Series, Per Midland Fire Department Specifications (see attached): **Lead Time** 15 to 16 Weeks ARO				2,188.15	EA	111,595.65
2	50	INNOENERGY-P-064204-R00 Bunker Pant, Energy Series, Per Midland Fire Department Specifications (see attached): **Lead Time** 15 to 16 Weeks ARO				1,449.12	PR	72,456.00
3	1	HGAC-CONTRACT Contract No.: EE08-19 **Lead Time** Back-order TBD				0.00	EA	0.00

Terms: Net 30
Shipping Terms: Ex-works - Factory
Prices Firm: 10/5/2022
Ship Via: Best Way
Freight Terms: Prepaid

QUOTE TOTAL USD
184,051.65

Stock items can only be canceled prior to shipment. Non-stock items are subject to manufacturer's cancellation policy. Fees will apply. Custom "made to order" items cannot be canceled or returned. Acceptable methods of payment: Check, ACH, Wire Transfer, Credit Card. All Credit Card payments are subject to a 3% convenience fee.

QuotFormBLH42

Tél.: 819-826-5971
Fax: 819-826-5195

www.innotexprotection.com

Quote

Quote : QUO-71410-K4W8K

To	
Company	DOOLEY TACKABERRY
Name of the Quote	Midland - Quote 1082722
Contact	Owen Brown
Phone	(281) 479-9700 x0000
Phone	940-391-7132
Fax	

Ship To	
Company	MIDLAND FD
Address	1500 W. WALL
City	MIDLAND
Zip/Provine	79701 / TX
Country	USA

#PO	Ship Date

YOUR QUOTATION

USD

COAT ENERGY - INNOTEX ENERGY™	QTY	MSRP	SUB TOTAL
NFPA 1971-2018			
32" STYLE - DUAL COLOR OUTER SHELL - WITH PARALLON® (THERMAL BARRIER)	1		
INNOTEX GRAY – Particulate blocking layer for sleeve well (THUMB LOOP) and storm band - for PARALLON	1		
Agility™, Aramid/PBO Blend, 6.6 osy - Light Gold			
Agility™, Aramid/PBO Blend, 6.6 osy - Black Gold			
PARALLON B2			
PARALLON M2			
PARALLON X1			
3M Scotchlite® 3" SEGMENTED (triple trim) - Yellow Grey			
Trim Pattern: NFPA Style	1		
Zipper closure system (VISLON®)	1		
Zippered combo pockets - (pair) - built-in hand-warmer	1		
Radio pocket (unit) - Regular	1		
Energy flap with hole on left and right with Grabber™	1		
POSITION: Radio Pocket: H: 8 x L: 4 x D: 2 (dimensions in inches) - POSITION B -			
Utility pouch with "QRS system"	1		
Vented back protection Airflow™	1		
Vented shoulders protection Airflow™	1		
Mic loop / P.A.S.S. loop / 1 UNITS / Left chest	1		
Flashlight Holder - Tab with Hook & Loop Fastener / 1 UNITS / Right chest	1		
Removable utility gloves strap QRS system	1		

PERSO: Hem of coat (M) - Lettering - Different for each unit ([2]-Name - see list) / Average 9 letters / Scotchlite® 2" - Lime yellow / Straight / Sewn on removable patch / 4" X 17" / Outer Shell	1		
Polymer coated aramid Color: BLACK			
SPECIAL NOTES: Detachable Name Plate will be Black in color. (M) Hem of Coat.			
Limited 2-year Warranty	1		

PANTS ENERGY - INNOTEX ENERGY™	QTY	MSRP	SUB TOTAL
NFPA 1971-2018			
Regular waist - SINGLE COLOR OUTER SHELL - WITH PARALLON® (THERMAL BARRIER)	1		
INNOTEX GRAY – Particulate blocking layer for leg gaiter and fly - for PARALLON	1		
Agility™, Aramid/PBO Blend, 6.6 osy - Light Gold			
PARALLON B2			
PARALLON M2			
PARALLON X1			
3M Scotchlite® 3" SEGMENTED (triple trim) - Yellow Grey			
Trim Pattern: Standard NFPA	1		
Zipper closure system (VISLON®)	1		
Full bellows pockets (pair) - (10" X 10" X 2") - With polymer coated aramid reinforcement (BLACK REINFORCEMENT)	1		
EMK™ (Enhanced Mobility Knee) in Polymer coated aramid - With 2 layers of closed cell FR blend sponge foam (BLACK REINFORCEMENT)	1		
DELUXE Cotton suspenders ("H style")	1		
Nomex belt (2-sides adjustment)	1		
Belt loops (6 units) (included)-(3" x 2") / 6 UNITS	1		
Polymer coated aramid Color: BLACK			
SPECIAL NOTES:			
Limited 2-year Warranty	1		

Because of our ongoing commitment to product quality and development, we reserve the right to change, cancel, discontinue or alter any specification, price, design or feature without prior notice and without incurring any obligation.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE08-19	Date Prepared:	9/23/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Midland Fire Department	**Contractor:**	Dooley Tackabery, Inc.
Contact Person:	Brian McGary	**Prepared By:**	Sarah Pulley
Phone:	432-685-7331	**Phone:**	713-427-3160
Fax:		**Fax:**	
Email:	bmcgary@midlandtexas.gov	**Email:**	spulley@safetyfire.com

Catalog / Price Sheet Name:	Innotex Price List 2022
General Description of Product:	**Custom Bunker Gear**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
51	Bunker Gear Innotex Energy Coat Per Midland Specifications Quote ID QUO-71410-K4W8K	2188.15	111595.65
50	Bunker Gear Innotex Energy Pant Per Midland Specifications Quote ID QUO-71410-K4W8K	1449.12	72456
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	184051.65

HGACBuy
THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight	
Subtotal C:	0

Delivery Date:	**2/3/2023**	**D. Total Purchase Price (A+B+C):**	184051.65

City Council Meeting

Item Number: 11

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **Resolution awarding the execution of a contract of the purchase and installation of fifty-six (56) Toughbook Laptops and accessories for the Fire Department from GTS Technology Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-TSO-4025 for a cost of $278,021.45. (DISTRICT: NONE) (GENERAL SERVICES)**

Purpose:

Resolution awarding the purchase and installation of fifty-six (56) Toughbook Laptops and accessories for the Fire Department from GTS Technology Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-TSO-4025 for a cost of $278,021.45.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Technology Fund.

Discussion:

Staff is recommending the purchase and installation of fifty-six (56) Toughbook Laptops and accessories for the Fire Department from GTS Technology Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-TSO-4025. 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 Jennifer Frescaz, Chief Information Officer, for further information.

Therefore, please consider a resolution awarding the purchase and installation of fifty-six (56) Toughbook Laptops and accessories for the Fire Department from GTS Technology Solutions, Inc. through the Texas Department of Information Resources (DIR) contract DIR-TSO-4025 for a cost of $278,021.45.

City Manager's Office

DATE: September 28, 2022

TO: Erika Martinez, Purchasing Manager

FROM: Jennifer Frescaz, Chief Information Officer

SUBJECT: Request the approval of replacement laptops for the Fire Department from GTS Technology Solutions, Inc. via DIR-TSO-4025

Consider a resolution approving the purchase of Panasonic Toughbook laptops from GTS Technology Solutions, Inc. via DIR contract DIR-TSO-4025.

The laptops were installed in 2018 and are due for replacement. Staff has selected two laptop models, one for each Police and Fire. The Panasonic G2 Toughbook was selected for the Fire Department from a committee panel of Fire representatives. The representatives were able to test the devices in vehicles and deemed the equipment most appropriate for their working conditions.

The purchase includes vehicle docking stations for all laptops and a stock of power supply cables.

The total cost for the laptops and associated equipment plus installation is $278,021.45 and is budgeted in the Technology Fund.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GTS TECHNOLOGY SOLUTIONS, INC., FOR THE PURCHASE AND INSTALLATION OF FIFTY-SIX (56) TOUGHBOOK LAPTOPS AND ACCESSORIES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF $278,021.45 FOR THE FIRE DEPARTMENT

WHEREAS, the Texas Department of Information Resources ("DIR") is a cooperative program in which the City participates on purchases; and

WHEREAS, GTS Technology Solutions, Inc., has agreed to provide and install fifty-six (56) Toughbook laptops and accessories through the DIR for the Fire Department at a cost of $278,021.45; and

WHEREAS, the City Council finds the price proposed for the purchase and installation of fifty-six (56) Toughbook laptops and accessories for the Fire Department through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to execute and agreement with GTS Technology Solutions, Inc., for the purchase and installation of fifty-six (56) Toughbook laptops and accessories for the Fire Department through the DIR;

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, an agreement with GTS Technology Solutions, Inc. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay GTS Technology Solutions, Inc., from funds available in the Technology Fund upon proper receipt of 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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 23000198

THIS CONTRACT, effective the 11th day of October 2022, by and between the City of Midland, hereinafter referred to as "CITY", and GTS Technology Solutions, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 278,021.45 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for replacement and installation of Toughbook laptops for the Fire Department in the following documents, attached hereto and incorporated herein by reference for all legal 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 Jennifer Frescaz 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, 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 30 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.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

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).

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, EXCEPT FOR THE FUNDING OUT, PROMPT PAY ACT AND PAYMENT PROVISIONS, 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 (OTHER THAN FOR PAYMENT OF WORK PERFORMED OR GOODS DELIVERED AND ACCEPTED BY THE CITY), QUANTUM MERUIT (OTHER THAN FOR PAYMENT FOR WORK PERFOMRED OR GOODS DELIVERED AND ACCEPTED BY THE CITY), 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 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.

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 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: _____
Robert Patrick, City Manager

ATTEST

_____
Amy M. Turner, 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 _____, 2022 personally appeared, _____, an officer of GTS Technology 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 _____, 2022.

_____
Notary Public, State of _____

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #:	**QT0089217**
Date:	9/8/2022
Delivery Date:	
Expire Date:	10/8/2022
Customer ID:	TXMDLD13004
Sales Contact:	Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Midland	City of Midland

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	JD Rowell
SHIPPING TERMS		**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	SERVICES: DEPLOYMENT CLIENT SE: SERVICES: Vehicle Docking Station Swaps - Fire	DIR-CPO-4754	63.00	EACH	$328.75	$20,711.25

Total Weight (EACH):	0	**Sales Total:**	$20,711.25
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$20,711.25

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Quote

Quote #:	**QT0089343**
Date:	9/14/2022
Delivery Date:	
Expire Date:	10/14/2022
Customer ID:	TXMDLD13004
Sales Contact:	Jacob Jiongo

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

QUOTE FOR:	SHIP TO:
City of Midland	City of Midland

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	JD Rowell

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	FZ-G2BZ00EKM: Panasonic: G2 Toughbook NOTE: Mark 1 Operating System: Windows 10 Professional (Win11 DG) CPU: Intel Core i7-10810U 1.1GHz (4.9GHz) Display: 10.1" WUXGA Multi Touch + Digitizer LCD Memory (RAM): 16GB Storage: 512GB SSD OPAL (Quick-release) Wireless: Wi-Fi 6, Bluetooth, 4G LTE (Band 14), Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS) Webcam & Mic: Infrared Hello Webcam Rear Camera: 8MP Rear Camera Other: TPM 2.0 Battery: Standard battery	DIR-TSO-4025	56.00	EACH	$3,004.21	$168,235.76
2	FZ-SVCTPNF3YR: PANASONIC : Protection Plus Warranty - Tablet PC (Years 1, 2 &3)	DIR-TSO-4025	56.00	EACH	$277.88	$15,561.28
3	FZ-VEKG21LM: PANASONIC : Keyboard for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle/kickstand. USB-A, USB-C, Kensington Lock.	DIR-TSO-4025	56.00	EACH	$518.84	$29,055.04
4	CF-SVCADDSPED1Y: Absolute Resilience	DIR-TSO-4025	56.00	EACH	$32.88	$1,841.28
5	HA-G1TDS2A: PANASONIC : Havis Toughbook Certified docking station for Panasonic Toughpad FZ-G1 AND FZ-G2 Tablets with Dual pass-through antenna connection	DIR-TSO-4025	63.00	EACH	$512.36	$32,278.68
6	CF-LNDDC120: Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1	DIR-TSO-4025	63.00	EACH	$136.96	$8,628.48
7	CF-SVCB2MBM3Y: PANASONIC : PANASONIC 3 YEAR (YEARS 1,2 AND 3) SMART BATTERY MONITORING SOFTWARE; BATTERY LIFE ANALYTICS AND MONITORING PROGRAM WITH EMAIL NOTIFICATION AND REAL TIME ONLINE PORTAL ACCESS. ELIGIBLE MODELS INCLUDE CF-20, CF-33, CF-54,See Price file for full	DIR-TSO-4025	56.00	EACH	$30.53	$1,709.68

Quote

GTS TECHNOLOGY SOLUTIONS



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #:	**QT0089343**
Date:	9/14/2022
Delivery Date:	
Expire Date:	10/14/2022
Customer ID:	TXMDLD13004
Sales Contact:	Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Midland	City of Midland

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	JD Rowell

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

Total Weight (EACH):	0	**Sales Total:**	$257,310.20
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$257,310.20

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

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 Obligee, 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 Obligee, 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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

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)(2)-(60).

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 $15.00 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 2022.
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 $11.25 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 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

* IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* SUTX2014-037 07/21/2014

	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.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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 DECISIO"

City Council Meeting

Item Number: 12

Meeting Date: October 11, 2022

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 2023 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $286,321.20 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Approval of a resolution approving the purchase of an estimated annual supply of chemicals of Polymer, Copper Sulfate, and Liquid Sodium Hypochlorite for the Water Reclamation Facility for Fiscal Year 2023.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $286,321.20 is available in the FY2023 Water and Sewer operating budget.

Discussion:

The City Manager approved specifications and authorized advertisement for bids for an estimated annual supply of chemicals for Water Reclamation Facility. Twenty-eight (28) bid requests were issued. We received four (4) and twenty-two (22) bids were nonresponsive. Staff recommends awarding each chemical to the respective low, most advantageous or sole bidders as shown in the table below. There were no bids for item 4 for the annual supply for gypsum and will be purchased as needed during the year. Please see the attached memo from Bennie Jordan, 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	$204,240.00
2	Vineera Chemicals LLC	$51,840.00
3	Univar Solutions USA Inc	$30,241.20
4	No bids	$0.00
	Total estimated cost for Fiscal Year 2023	**$286,321.20**

City Manager's Office

INTEROFFICE MEMORANDUM

TO: **Regina Stephenson, General Services Director, Erika Munoz, Purchasing Manager**

FROM: **Bennie Jordan, Superintendent**

SUBJECT: **Recommend Award for Annual Chemical Supply for WRF**

DATE: **October 3, 2022**

Consider a resolution approving the award of purchases in the amount of $ 30,241.20 to the bidder Univar Solutions USA Inc. for the purchase of 4400 gallons of 12.5% Liquid sodium hypochlorite delivered in 55-gallon drums as and when needed to the City of Midland. All items delivered and unloaded FOB to the City of Midland Water Reclamation facility.

Consider a resolution approving the award of purchases in the amount of $ 204,240.00 to the bidder Polydyne Inc. for the purchase of 110,400 pounds of Polymer Inc. delivered in 250 gallons totes as and when needed to the City of Midland. All items 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 $ 51,840.00 to the bidder Vineera chemicals LLC for the purchase of 24,000 pounds of Copper Sulfate 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 Sodium Hypochlorite to disinfect reuse water for irrigation use at Midland College Campus. The City of Midland uses Polymer to dewater sludges which is then taken and disposed of at landfill. The City of Midland uses copper sulfate at the Sprayberry ponds to control biologic growth and for algae control in ponds at Sprayberry

As for the no bid on the Gypsum, it is not needed at this time so we will wait until it is needed and then go out for bid at that time.

This purchase will cover all fiscal year 2023. 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 $30,241.20 for Liquid Sodium Hypochlorite, $204,240.00 for Polymer and $51,840.00 for Copper Sulfate.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS FOR THE WATER RECLAMATION FACILITY FOR FISCAL YEAR 2023 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $286,321.20

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for an estimated annual supply of Polymer, Copper Sulfate, Liquid Sodium Hypochlorite, and Gypsum for the Water Reclamation Facility for fiscal year 2023; and

WHEREAS, Bid No. 23000002 was opened on September 14, 2022 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.	$204,240.00
2	Vineera Chemicals, LLC	$51,840.00
3	Univar Solutions USA Inc.	$30,241.20
4	No bids	$0.00

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, and Univar Solutions USA Inc.;

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 Univar Solutions USA Inc., for a total cost of $286,321.20.

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 FY2023 Water and Sewer operating budget.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland - Bid Tabulation

BID # 23000002 **Annual Chemicals for Water Reclaimation Facility** **OPENED** September 14, 2022			Chemrite, Inc. 5202 Belle Wood Ct. Ste 104 Buford, GA 30518 770-271-5576 aaron@chemrite.com		Polydyne Inc. 1 Chemical Plant Road Riceboro, GA 31323 800-848-7659 tkelso@polydyneinc.com		Univar Solutions USA Inc. 12720 E US Hwy 92 trl:427 Dover, FL 33527 206-653-5075 roise.holidayhenry@univarsolutions.com		Vineera Chemicals LLC 24044 Cinco Village Center Katy TX 77496 281-962-7770 sales@vineera.com	
ITEM	QTY	DESCRIPTION	COST EACH	TOTAL	COST EACH	TOTAL	COST EACH	TOTAL	COST EACH	TOTAL
1	110,400	Annual Supply of Polymer	NA	NA	$1.85	$204,240.00	NA	NA	NA	NA
	lbs									
2	24,000	Annual Supply of Copper Sulfate	NA	NA	NA	NA	NA	NA	$2.16	$51,840.00
	lbs									
	(480 50 lb bags)									
2A	24,000	Annual Supply of Copper Sulfate (F30)	$124.50	$59,760.00	NA	NA	NA	NA	NA	NA
	lbs									
	(480 50 lb bags)									
2B	24,000	Annual Supply of Copper Sulfate (Medium Crystal)	$139.00	$66,720.00	NA	NA	NA	NA	NA	NA
	lbs									
	(480 50 lb bags)									
3	4,400	Annual Supply of Liquid Sodium Hypochlorite	NA	NA	NA	NA	$6.873	$30,241.20	NA	NA
	gallons									
4	904	Annual Supply of Gypsum	NA	NA	NA	NA	NA	NA	NA	NA
	Ton									
		Delivery:	7-14 Days ARO		7-10 Business Days, Under Normal Conditions		1-Oct-22		3-5 Business Days	
		TOTALS:				$204,240.00		$30,241.20		$51,840.00

Bidding Summary:

28 **Bid requests were issued.**

4 **Bids listed above**

2 **NO BIDS were received.**

22 **Bidders did not respond.**
Incomplete Proposals

City of Midland - Bid Tabulation

BID # 23000002 **Annual Chemicals for Water Reclaimation Facility** **OPENED** September 14, 2022			Chemrite, Inc. 5202 Belle Wood Ct. Ste 104 Buford, GA 30518 770-271-5576 aaron@chemrite.com		Polydyne Inc. 1 Chemical Plant Road Riceboro, GA 31323 800-848-7659 tkelso@polydyneinc.com		Univar Solutions USA Inc. 12720 E US Hwy 92 trl:427 Dover, FL 33527 206-653-5075 roise.holidayhenry@univarsolutions.com		Vineera Chemicals LLC 24044 Cinco Village Center Katy TX 77496 281-962-7770 sales@vineera.com	
ITEM	QTY	DESCRIPTION	COST EACH	TOTAL	COST EACH	TOTAL	COST EACH	TOTAL	COST EACH	TOTAL
1	110,400	Annual Supply of Polymer	NA	NA	$1.85	$204,240.00	NA	NA	NA	NA
	lbs									
2	24,000	Annual Supply of Copper Sulfate	NA	NA	NA	NA	NA	NA	$2.16	$51,840.00
	lbs									
	(480 50 lb bags)									
2A	24,000	Annual Supply of Copper Sulfate (F30)	$124.50	$59,760.00	NA	NA	NA	NA	NA	NA
	lbs									
	(480 50 lb bags)									
2B	24,000	Annual Supply of Copper Sulfate (Medium Crystal)	$139.00	$66,720.00	NA	NA	NA	NA	NA	NA
	lbs									
	(480 50 lb bags)									
3	4,400	Annual Supply of Liquid Sodium Hypochlorite	NA	NA	NA	NA	$6.873	$30,241.20	NA	NA
	gallons									
4	904	Annual Supply of Gypsum	NA	NA	NA	NA	NA	NA	NA	NA
	Ton									
		Delivery:	7-14 Days ARO		7-10 Business Days, Under Normal Conditions		1-Oct-22		3-5 Business Days	
		TOTALS:				$204,240.00		$30,241.20		$51,840.00

Bidding Summary:

28 **Bid requests were issued.**

4 **Bids listed above**

2 **NO BIDS were received.**

22 **Bidders did not respond.**
Incomplete Proposals

City Council Meeting

Item Number: 13

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **Motion authorizing the execution of Amendment No. 5 to the Professional Services Agreement with Parkhill for scope changes and to appropriate additional funding for the following projects: MAF Airfield Wildlife Fence Improvements, MAF Wildlife Management Improvements – South Drainage Channel Project, MAF Passenger Facility Charge Applications and Amendments, and the Consolidated Rental Car Facility and authorizing the appropriation of funds for said projects (District 4) (Airports)**

Purpose:

Motion authorizing the execution of Amendment No. 5 to the Professional Services Agreement with Parkhill for scope changes and to appropriate additional funding for the following projects: MAF Airfield Wildlife Fence Improvements, MAF Wildlife Management Improvements – South Drainage Channel Project, MAF Passenger Facility Charge Applications and Amendments, and the Consolidated Rental Car Facility and authorizing the appropriation of funds for said projects.

Recommended City Council Action:

Approve

MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS (#900345)

Fiscal Impact:

Airport/City Share 100% - (100% PFC reimbursable) **$ 251,000.00**

Breakout of Costs:

Additional Phase I Design Fee	**$ 251,000.00**
Total Recommended Design Phase Additional Appropriation	**$ 251,000.00**

Appropriation Language:

Funding is available in the PFC Fund Unappropriated Fund Balance and is hereby appropriated to a Project.

MAF AIRPORT WILDLIFE MANAGEMENT IMPROVEMENTS-SOUTH DRAINAGE CHANNEL (#900347)

Financial Impact:

Airport/City Share 100% (100% PFC Reimbursable)	**$ 94,350.00**

Breakout of Costs:

Additional Design Phase Fee	**$ 94,350.00**
Total Recommended Design Phase Additional Appropriation	**$ 94,350.00**

Appropriation Language:
Funding is available in the PFC Fund Unappropriated Fund Balance and is hereby appropriated to a Project.

PFC APPLICATIONS & AMENDMENTS (#900346)

Financial Impact:

Airport/City Share 100% - (100% PFC Reimbursable)	**$ 50,000.00**

Appropriation Language:
Funding is available in the PFC Fund Unappropriated Fund Balance and is hereby appropriated to a Project.

CONSOLIDATED RENTAL CAR FACILITY (#900331)

Financial Impact:

Airport/City Share 100% - Not to Exceed	**$ 41,068.00**

Breakout of Costs:

Parkhill	**$ 10,000.00**

Ricondo (Subconsultant Services)	**$ 31,068.00**
Total Recommended Additional Appropriation	**$ 41,068.00**

Appropriation Language:
Funding is available in the Airport Fund Unappropriated Fund Balance and is hereby appropriated and will be transferred to Project #900331, Consolidated Rental Car Facility.

Discussion:

The City of Midland, Texas and Parkhill entered into an Agreement for Professional Services dated March 23, 2021, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). This is the fifth amendment to that agreement and adds the following:

MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS:

The existing airfield security chain link fence was installed in 1982. At that time, six foot high was the standard, primarily for security of the airfield. However, wildlife has become an increasing aircraft hazard on the airfield from animals that have both jumped over the six-foot fence or burrowed under the fence. The standard fence type for airports with low deer activity is eight-foot high chain link, and a concrete barrier strip that extends down into the ground approximately 24" is used to control burrowing under the fence. The additional scope being addressed in this amendment will include:

A. the relocation of two vehicle gates to new locations to allow for improved clearance of vehicle to aircraft on the taxiway as they pass through the gates;
B. the relocation of the existing airfield security fence between Runway 16L and Runway 16R to meet current FAA criteria for Runway Visibility Zones; and
C. the modification to the existing vehicle access gate NV#5 to include widening the gate opening, installation of concrete pavement; and the replacement of the cantilever slide gate with a new eight-foot structural cantilever slide gate.

This project is funded with 100% PFC funds, so the Airport funds being allocated will be reimbursed from PFC.

MAF WILDLIFE MANAGEMENT IMPROVEMENTS – SOUTH DRAINAGE CHANNEL:

A Wildlife Hazard Study and a subsequent Wildlife Hazard Management Plan has been previously prepared for the Airport under AIP projects. The study and plan gave the Airport guidance on vegetation height on the airfield to reduce the potential for the vegetation being an attractant for birds and animal wildlife. The storm water drainage channel located along the south property line has been in place for over 30 years. Approximately 2/3rds of this channel has previously been lined with concrete or, where Runway 34L safety area reaches the channel,

a concrete box culvert installed. This project is a continuation of prior AIP projects, phasing the concrete lining of the existing storm water drainage channel located along the south side of the Airport. This project and the prior AIP projects reduce the wildlife attractant of vegetation and standing water on the Airport property. The lining of the remainder of the drainage channel along the south side of the Airport with concrete will eliminate the vegetation growth within the drainage channel that is a wildlife attractant. The scope of improvements for this project has changed to include the following:

A. replace existing six-foot chain link security fence with new eight-foot chain link security fence meeting the requirements of FAA and TSA;
B. replace existing five-foot range fence with new eight-foot chain link security fence meeting the requirements of FAA and TSA;
C. installation of a concrete wildlife barrier below the chain link security fence; and
D. addition of new access gates within the chain link security fence.

The cost of these additional items will be reimbursed by 100% Passenger Facility Charge funding.

PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS:

The current PFC applications for the projects mentioned above will need to be amended with the FAA to reflect the increase of funds necessary. The appropriation of $50,000 will cover the needed application changes and subsequent meetings with the FAA for approval. These funds will be reimbursed by 100% Passenger Facility Charge funding.

MAF CONSOLIDATED RENTAL CAR FACILITY

The rental cars serving the Midland International Air & Space Port have returned to pre-COVID business levels and no longer have the necessary facilities to serve this market. The Consolidated Rental Car Facility Project will provide the services needed to move forward with the expected expansion in the rental car business. At this point in the project, it is necessary to look at our public parking demand to determine how much public parking should be incorporated into a consolidated rental car garage. This Public Vehicle Parking Demand Study will define the public parking demands and requirements for the next 5, 10 and 15-year planning horizons. Future year public parking requirements will be compared with available parking spaces and estimated deficiencies (or surplus) in available spaces will be identified. This study will be funded with Airport funds.

Tina Dawg

City Manager's Office

AMENDMENT NO. 5
TO
AGREEMENT

BETWEEN THE CITY OF MIDLAND, TEXAS
AND
PARKHILL
FOR
PROFESSIONAL SERVICES

WHEREAS, the City of Midland, Texas and Parkhill have entered into an Agreement for professional services dated March 23, 2021, for improvements contained in the Airport Capital Improvement Program; as amended April 13, 2021 (Amendment 1), February 8, 2022 (Amendment 2), April 12, 2022 (Amendment 3) and June 28, 2022 (Amendment 4);

AND WHEREAS, the City of Midland, Texas desires to perform the improvements listed in the Recitals of the Agreement as Item 11 MAF Airfield Wildlife Fence Improvements, Item 17 MAF Airport Wildlife Management Improvements – South Drainage Channel, Item 18 MAF Passenger Facility Charge Applications and Amendments and Item 19 MAF Consolidated Rental Car Facility:

THIS AGREEMENT WITNESSETH:

A. The Recitals of the Agreement shall be amended to include the following items:

17. MAF Airport Wildlife Management Improvements – South Drainage Channel
18. MAF Passenger Facility Charge Applications and Amendments
19. MAF Consolidated Rental Car Facility

B. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph B 4.01:

"Item 11 MAF Airfield Wildlife Fence Improvements

A Lump Sum amount of $251,500 based on the following distribution of compensation:

a. Design Phase $251,500

* Scope of Project and Work Attached"

"Item 17 MAF Airport Wildlife Management Improvements – South Drainage Channel

A Lump sum amount of $94,350 based on the following distribution of compensation:

a. Design Phase $94,350

* Scope of Project and Work Attached"

C. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph 4.02:

"Item 18 MAF Passenger Facility Charge Applications and Amendments

The total compensation for Professional Services under Item 18 of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer's Consultant's charges on the basis of cost times a factor of 1.15.

Total additional compensation for Item 18 under this Amendment for the Preparation of Passenger Facility Charge Applications and Amendments at MAF shall not exceed $50,000 without written authorization from the Owner."

"Item 19 MAF Consolidated Rental Car Facility

The total compensation for Professional Services under Item 19 of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer's Consultant's charges on the basis of cost times a factor of 1.15.

Total compensation for Item 19 under this Amendment for the Additional scope for preparing the Public Vehicle Parking Demand and Future Capacity Analysis shall not exceed $41,068 without written authorization from the Owner.

* Scope of Work Attached"

IN WITNESS WHEREOF, the City of Midland, Texas and Parkhill have hereto set their hands this 11th day of October, 2022.

OWNER:	ENGINEER:
CITY OF MIDLAND, TEXAS	PARKHILL
By:	By:
Patrick Payton	Danny G. Winchester
Title: Mayor	Title: Principal
Date Signed:	Date Signed: October 11, 2022
Address for giving notices:	Address for giving notices:
P.O. Box 1152 Midland, Texas 79702 Phone: (432) 685-7357	1700 W. Wall Midland, Texas 79701 Phone: (432) 697-1447

IN DUPLICATE

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 11 MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS

SCOPE OF PROJECT IMPROVEMENTS AND SCOPE OF PROFESSIONAL SERVICES

1. Project history and objective - The existing airfield security chain link fence was installed in 1982. At that time, 6' high fence was the standard height, primarily for security of the airfield. However, wildlife has become an increasing aircraft hazard issue on the airfield from animals that have both jumped over the 6' high fence or burrowed under the fence. For wildlife control at airports with low deer activity, 8' high chain link fence and gates is used to reduce the potential for wildlife to jump over the fence and continue to provide the required security control to the airfield. To control burrowing under the fence, a concrete barrier strip that extends down into the ground approximately 24" is used along the fence line, centered with the chain link fabric.

2. Anticipated scope of improvements for Amendment 5 – The scope of improvements for this project has changed to include, in addition to the prior scope of improvements, the following:

   a. Relocation of existing vehicle access control gates NV4 and NV11 to new locations to allow improved clearance of vehicles to aircraft on the taxiway as they pass through the gates. This will include reconfiguration of adjacent existing vehicle parking/roadway, concrete pavement, landscaping, relocation of electrical service, extension of airfield security access control fiber optic cable, modification of airfield security access control communication panels, installation of access control card readers and stands, replacement of existing cantilever slide gates with new 8' automated cantilever slide gates, replacement of the existing automatic gate operators with a magnetic opening style operators for improved speed and winter operations.

   b. Relocation of existing airfield security fence between Runway 16L and Runway 16R to meet current FAA criteria for Runway Visibility Zone.

   c. Modification to the existing vehicle access gate NV5 (North of the Maintenance Facility) to include widening the gate opening, installation of concrete pavement, replacement of the cantilever slide gate with a new 8' structural cantilever slide gate, replacement of the gate operator, replacement of the access controls and adjustment of the existing fiber optic communication cable for the airfield access control system.

3. The professional services for the above scope of improvements will include the development of the design and preparation of the bid documents.

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 17 MAF AIRPORT WILDLIFE MANAGEMENT IMPROVEMENTS – SOUTH DRAINAGE CHANNEL

SCOPE OF PROJECT IMPROVEMENTS AND SCOPE OF PROFESSIONAL SERVICES

1. Project history and objective - A Wildlife Hazard Study and a subsequent Wildlife Hazard Management Plan has been previously prepared for the airport under AIP projects. The study and plan gave the airport guidance on vegetation height on the airfield to reduce the potential for the vegetation being an attractant for birds and animal wildlife. The storm water drainage channel located along the south property line has been in place for over 30 years. Approximately 2/3rds of this channel has previously been lined with concrete or, where Runway 34L safety area reaches the channel, a concrete box culvert installed. This project is a continuation of prior AIP projects, phasing the concrete lining of the existing storm water drainage channel located along the south side of the airport. This project and the prior AIP projects reduce the wildlife attractant of vegetation and standing water on the airport property. The lining of the remainder of the drainage channel along the south side of the airport with concrete will eliminate the vegetation growth within the drainage channel that is a wildlife attractant.

2. Anticipated scope of improvements for Amendment 5 – The scope of improvements for this project has changed to include, in addition to the prior scope of improvements, the following:

   a. Replace existing 6’ chain link security fence with new 8’ chain link security fence meeting the requirements of FAA and TSA
   b. Replace existing 5’ range fence with new 8’ chain link security fence meeting the requirements of FAA and TSA
   c. Installation of a concrete wildlife barrier below the chain link security fence
   d. Addition of new access gates within the chain link security fence

3. The professional services for the above scope of improvements will include the development of the design and preparation of the bid documents.

SCOPE OF SERVICES

Task Order:	XX	**Title:**	Public Parking Demand Capacity
Funding Type:	Expense	**Contract Type:**	Time & Materials
Date:	Monday, September 26, 2022		

BACKGROUND

The intent of this analysis is to determine the future demand for Lot C1, C2, and P1 through P5 at Midland International Air and Space Port (MAF or the Airport). This analysis will include the tasks described below.

TASK 1 DATA COLLECTION

Ricondo would identify the initial data needs for obtaining an understanding of existing demands and defining future data needs, to the extent that may be necessary. Data would include available information from Airport sources and original data to be collected by the Ricondo Team. Data to be gathered during the initial data collection would include:

- Available Parking Data - Obtain and review transaction data obtained from the parking access and revenue control system (PARCS) and other Airport sources to include, but not limited to:
  - Inventory of spaces by parking product
  - Monthly parking revenue by product and monthly transactions by product
  - Transactions by duration category (e.g., 0–1 hour, 1–2 hour) by parking product by month
  - Peak daily occupancy counts by parking product and daily overnight occupancy counts
  - Parking lot entry and exit counts to coincide with the roadway traffic data collection defined below
  - Annual transactions and revenues summarized by type of payment (e.g., cash, credit, pay-on-foot).

TASK 2 PUBLIC PARKING DEMAND CAPACITY ANALYSIS

This task will define the public parking demands and requirements. Future requirements will be prepared for the 5-, 10-, and 15-year planning horizons.

2.1 PUBLIC PARKING DEMANDS AND REQUIREMENTS

Using the available PARCS data provided in Task 2, the Ricondo team will review and analyze the actual historical daily overnight and peak daily demands by parking facility/product to obtain an understanding of the magnitude of the parking demand for each parking product, as well as the individual peaking characteristics by day of week and seasonally. This data will provide the basis for defining the parking demand on the absolute peak day of the year, as well as the typical "design day," which we typically define as the 95th percentile busiest day. These demands will be converted to requirements by applying a level of service (LOS) factor that helps to ensure that a parking patron is not required to search for significant periods of time to find a space on the typical design day. These requirements will then be forecast to future year requirements for the 5-, 10-, and 15-year planning horizons, using

the FAA Terminal Area Forecast (TAF), to provide the basis for future parking facility sizing, parking product placement, and for planning purposes.

Parking requirements will represent an unconstrained condition assuming existing parking rates and business practices. However, the development of future parking demands and requirements will incorporate information and assumptions related to potential growth in off-airport parking competition, and the estimated future impact of Transportation Network Companies (TNC).

Future year public parking requirements will be compared with available parking spaces and estimated deficiencies (or surplus) in available spaces will be identified.

Deliverables

- A technical memorandum documenting the results of the analysis.

SCHEDULE

Tasks 1 and 2 would take 30 days to complete. This timeframe is inclusive of data collection, time to complete the analysis and the required meetings and coordination with MAF stakeholders.

City Council Meeting

Item Number: **14**

Meeting Date: **October 11, 2022**

To: **City Council / City Manager**

From: **Tina Jauz, Assistant City Manager**

Subject: **Motion approving a consulting services agreement between the Midland Development Corporation and Vandergriff Group Architects, LLC, for services related to the demolition of structures located at certain real property described as Lots 1A, 5, 6, and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas** (DISTRICT 2) (CITY MANAGER)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on October 3, 2022 a resolution authorizing the execution of a consulting services agreement with Vandergriff Group Architects, LLC, in the amount of $212,000.00 for services related to the demolition of structures located at certain real property described as Lots 1A, 5, 6, and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

$212,000.00

Discussion:

This contract authorizes Vandergriff to provide architectural services and coordination for the demolition of structures on Block 35, including coordination with the City, surrounding properties, and utilities.

Morris Williams Jr.

City Manager's Office

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 25th day of October, 2022, by and between the MIDLAND DEVELOPMENT CORPORATION, a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended ("*MDC*"), and Vandergriff Group Architects, LLC ("*COMPANY*").

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform certain architectural consulting services related to the demolition of the properties located at 300 West Texas, 211 North Colorado Street, 221 North Colorado Street, and 210 North Big Spring Street, Midland, Texas 79701 (the "*Project*") for MDC.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in **Exhibit A**.

ARTICLE III. FINANCIAL CONSIDERATIONS

MDC agrees to pay COMPANY in an amount not to exceed Two Hundred Twelve Thousand and No/100 Dollars ($212,000.00) for the consulting services described in **Exhibit A**. MDC agrees to pay COMPANY according to the schedule set forth in **Exhibit A**. COMPANY shall provide to MDC a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** incurred during the previous month that have received advance written approval from the MDC Executive Director, or designee. The MDC Executive Director, or his designee, must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date on which COMPANY's invoice is received by

Exhibit A

MDC, MDC shall pay the full amount of such invoice; provided, however, that if MDC objects to any portion of an invoice, MDC shall notify COMPANY of MDC's objection and the grounds thereof within 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. MDC in any event 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 **October 25, 2022 until September 30, 2023**, unless the Project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

MDC may terminate this Agreement at will for no or any reason upon giving at least one-hundred eighty (180) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. 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 the prior written consent of MDC. The issue on whether or not to grant consent to an assignment is in the sole discretion of MDC.

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 documents or items shall become the sole property of MDC and shall be delivered to MDC, without restriction, except that COMPANY may make copies of any and all Instruments of Service for its files. MDC shall not

make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that COMPANY 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 MDC and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC 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 MDC. 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. COMPANY 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. MDC does not have the power to direct the order in which the work is done. MDC 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.

ARTICLE IX. INSURANCE

COMPANY 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
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 MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-hired 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. This insurance shall name MDC as an additional insured and waive subrogation in favor of MDC.

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 Agreement. The Workers' Compensation shall waive all rights of subrogation in favor of MDC.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of MDC. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name MDC as an additional insured on a claims occurred basis. MDC 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 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 MDC and policies that name the MDC as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met

and subject to the approval of MDC. MDC shall not be required to provide any insurance whatsoever pursuant to this Agreement.

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.

Notwithstanding any contrary provision contained herein, the Executive Director, in her sole and absolute discretion, may modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST MDC REGARDING THE AWARD OF ATTORNEY FEES THAT IS IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. COMPANY 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), THAT COMPANY AGREES TO (i) WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED AND (ii) ASSUME COMPLETE FINANCIAL RESPONSIBILITY FOR AND PAY ALL ATTORNEY FEES AND ASSOCIATED COSTS INCURRED IN GOOD FAITH BY MDC IN MDC'S CONTESTING OF THE LEGAL ACTION OR PROCEEDING BROUGHT BY COMPANY.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL (i) RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT AND (ii) ASSUMPTION OF A FUTURE OBLIGATION IN THE EVENT THAT COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR

PROCEEDING AGAINST MDC 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 JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDMED). COMPANY ACKNOWLEDGES THAT COMPANY UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COMPANY AND MDC. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY ACKNOWLEDGES THAT COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XI. GOVERNMENTAL IMMUNITY

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

ARTICLE XII. NO THIRD-PARTY BENEFICIARIES

MDC'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 OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S 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, TORT CLAIMS, OR MDC'S NEGLIGENCE.

ARTICLE XIV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'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 MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ALL OF MDC'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 MDC, MDC'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

AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE MDC 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 MDC 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 MDC 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 MDC OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

ARTICLE XV. GENERAL PROVISIONS

A. Waiver. No waiver by MDC 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 MDC: Midland Development Corporation
200 North Loraine Street, Suite 610
Midland, Texas 79701

If to COMPANY: Vandergriff Group Architects, PC
312 North Big Spring Street #100
Midland, Texas 79701

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 Executive Director 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 Executive Director within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. MDC 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 MDC 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 MDC'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 Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- 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 MDC any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of MDC; and (iii) on completion of the Agreement, either (a) provide at no cost to MDC 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 MDC.

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 MDC is hereby made void and of no force or effect. MDC'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.

[Signature Page(s) Follows]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

By_____
Stephen Lowery, Chairman

ATTEST:

_____
Jill Pennington, Secretary

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__, personally appeared, _____ of _____, 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 entity, 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 _____

VANDERGRIFF GROUP
ARCHITECTS • PC

312 N. BIG SPRING
SUITE 100
MIDLAND, TEXAS 79701
(432) 687-0781
FAX (432) 687-5205

September 27, 2022

Mrs. Sarah Harris
Midland Development Corporation
200 N. Loraine Street Suite 610
Midland, Texas 79701

Re: Professional Architectural Services
Western Life Building
Building Demolition

Letter of Intent

Dear Mrs. Harris:

I would like to thank you for considering Vandergriff Group Architects on this Project. We have discussed the Project with the consultants and looked at the two proposed options for demolition. I respectfully submit the following proposal.

Item 1: Project Scope

The Project is the Western Life Building and West Texas Gas buildings, located at 304 W. Texas Avenue, 211 Colorado, and 210 Big Spring Street in Midland, Texas. The Western Life structure is a 12-story concrete and steel structure with a brick veneer and terra cotta infill between the support structure. The buildings at 210 Big Spring and 211 Colorado are 2 and 3 story structures of steel framing and stucco exterior. The Project scope will include the demolition of the structures by mechanical demolition and implosion, depending upon the building. The building foundation of the Western Life building will remain around the perimeter of the structure after demolition to protect the adjacent street stability. The basement foundation walls may be infilled with compacted structural fill, depending upon the redevelopment direction of the property.

Item 2: Building Demolition – Basic Services

2A. The Architect, for demolition services and as part of this Agreement, will:

1. Prepare the Demolition General Contractor information package with the building floor plans and structure or structures information.
2. Research existing utilities for de-activating connections.
3. Conduct pre-demolition meetings with all stake holders and safety organizations.

4. Document with video the adjacent structures prior to demolition for comparison after demolition for any changes. Applies to both methods of demolition.
5. Coordinate Work to be performed with demolition contractor, City of Midland Police and Fire Departments.
6. Work with demolition consultant for safety and specifications on the project.
7. Assist Midland Development Corporation in the Award of Contracts/Purchase Orders.
8. Provide Construction Administrative services throughout the project.
9. Assist in the development of and provide bi-weekly written Progress Reports.
10. Monitor and assist the Midland Development Corporation with Change Orders and Contingency Funds Control.
11. Review Demolition Contractors Project Schedule every two weeks.
12. Review Demolition Contractors Progress Pay Applications and make recommendations to Midland Development Corporation.
13. If implosion methods are used on the project, co-ordinate all efforts between the city agencies for implosion day protocols and safety zones.
14. Administer post construction services, including implementation of closeout procedures.

Item 3: Architect's Compensation for Basic Services

The Architects compensation and fee proposal for Basic Services as outlined above is proposed as a fixed fee of $212,000.00. This will be invoiced monthly to match the level of completion of the Project.

Item 4: Additional Services

The following fee schedule for Additional Services shall be used if work outside the Basic Services is agreed upon in advance with the Owner. Bid Alternates, record drawings and Value Engineering are considered Additional Services.

Hourly Fee Schedule:

Principal Architect	$175.00
Project Architect	$140.00
Project Manager	$130.00
Project Coordinator	$120.00
Intern Architect	$ 90.00
Technical Drafting	$ 90.00
Administrative Assistant	$ 70.00
Engineering	Per engineer's invoice with 10% markup

Item 5: Owner Provided Services

The following services will be contracted through and paid for by the Owner:

- Third party testing

- Phase 1 ESA for Mechanical Rooms
- State invoices for notification fees

Item 6: Reimbursable Expenses

In addition to Basic Services, certain expenses directly related to the Project incurred by Architect, Architect's employees and/or consultants shall be deemed reimbursable, i.e.:

1. Reproduction, including printing, shipping, and handling of drawings and specifications.
2. Travel mileage from Midland, Texas to locations outside of Midland, Texas.
3. Permitting and other regulatory agencies

These costs shall be reimbursed at a rate equal to the cost charged to VGA plus 10% markup.

Item 7: General Provisions - Miscellaneous

7 A. Reuse of Documents: All documents, including Drawings and Specifications prepared or furnished by VGA (and VGA's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and VGA shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others; however, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by VGA for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to VGA or to VGA's independent professional associates or consultants, and Owner shall indemnify and hold harmless VGA and VGA's consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VGA to further compensation at rates to be agreed upon by Owner and VGA.

7 B. Opinions of Cost: Since VGA has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s') methods of determining prices, or over competitive bidding or market conditions, VGA's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of VGA's experience and qualifications and represent VGA's best judgment as an experienced and qualified professional engineer, familiar with the Construction industry; but VGA cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by VGA. If prior to the Bidding or Negotiating Phase the Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator. VGA's services to modify the Contract Documents to bring the Construction Costs within any limitation established by Owner will be considered Additional Services and paid for as such by Owner.

7 C. Indemnity: VGA and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent

acts, errors, or omissions in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities, or costs on a comparative basis of fault.

7 D. Limitation on Damages: Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither the Owner nor VGA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty; provided however it shall not include damages awarded to a third party for incidental or consequential damages resulting from an indemnifiable(sic) claim under Item C.

7 E. Safety: VGA has established and maintained corporate programs and procedures for the safety of its employees. The firm specifically disclaims any authority or responsibility for general job site safety of persons other than the employees of this firm.

7 F. Standard of Practice: Services performed by VGA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement.

If the services covered by this Agreement have not been completed within twenty-four (24) months of the date hereof, through no fault of the Architect, the amounts of compensation shall be equitably adjusted.

Mrs. Harris, we are proud to be an integral team member with you on this important Project and are most willing to discuss any aspect of the proposal represented herein. We are available to commence work after your review and approval of this proposal.

If this proposal meets your approval, please sign, date, and return a copy to my attention. We at Vandergriff Group Architects would look forward to working with you on this Project.

Respectfully submitted,



Mark R. Pelletier
VANDERGRIFF GROUP ARCHITECTS, PC

MRP:jms

AGREED AND ACCEPTED BY: _____

COMPANY OR INDIVIDUAL NAME: _____

SIGNATURE: _____

DATE: _____

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.
TEXAS BOARD OF ARCHITECTURAL EXAMINERS
P.O. Box 12337
Austin, TX 78711-2337
512-305-9000 or 512-305-8900 fax

City Council Meeting

Item Number: 15

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: **Motion approving a demolition contract between the Midland Development Corporation and Midwest Wrecking Co. of Texas, Inc., for the demolition of structures located on certain real property described as Lots 1A, 5, 6, and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas (DISTRICT 2) (CITY MANAGER)**

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on October 3, 2022 a resolution authorizing the execution of a demolition contract with Midwest Wrecking Co. of Texas, Inc., in the amount of $3,456,000.00 for the demolition of structures located on certain real property described as Lots 1A, 5, 6, and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; and authorizing payment for said contract.

Recommended City Council Action:

Approve

Fiscal Impact:

$3,456,000.00

Discussion:

This contract will provide for the demolition of all remaining structures on Block 35 – the Western United Life Building and all structures on the former West Texas Gas properties. Demolition is tentatively scheduled to begin in January 2023 barring any unforeseen delays.

Morris Williams Jr.

City Manager's Office

Demolition Contract

300 West Texas, 211 & 221 North Colorado and 210 North Big Spring

THIS CONTRACT, effective as of the **25th day of October, 2022**, by and between the Midland Development Corporation ("*MDC*"), and **Midwest Wrecking Co. of Texas, Inc.** ("*Company*"), is made for the following considerations:

1. **Cost:** Total Proposal: $3,456,000.00

2. **Scope of Work:** Company shall perform all work described for the **demolition of the properties located at 300 West Texas, 211 & 221 North Colorado Street and 210 North Big Spring Street**, said work being further described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3. **MDC's Representative:** "*MDC's Representative*" or "*representative*" shall mean the Executive Director or her designee who may inspect work performed under this Contract; or such other representative, architectural consultant, supervisor, or inspector as may be authorized by MDC to act in any capacity under this Contract. MDC's Representative may make 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. MDC's Representative, with exception of the architectural consultant, 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. MDC's Representative shall not be responsible for Company's failure to perform the work in accordance with the Contract.

4. **Architectural Consultant:** An architectural consultant will be contracted by MDC to prepare demolition specifications and plans, as well as to supervise and direct all work necessary to demolish subject property in a commercially reasonable fashion.

5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all light, 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. Exception is payment of electrical and water utilization bills. These will be the responsibility of MDC.

Exhibit A

5.1. Company shall, at its expense, obtain all permits and licenses necessary for the performance of this Contract, 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 completed, and all materials shall be furnished in strict conformity with the Contract 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 shall 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 MDC to be done by Company to accomplish any alteration or addition to the work as shown on the specifications.

Company shall perform all extra work under the direction of MDC's Representative, or contracted licensed environmental consultant, when presented with a written work order signed by MDC's Representative; subject, however, to the right of the Company to require written confirmation of such extra work order by MDC. 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 MDC AND ITS 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 MDC OR ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING**

ATTORNEY'S FEES.

8.1. **COMPANY AGREES THAT IT SHALL INDEMNIFY AND SAVE MDC 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 MDC 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 MDC AND 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 SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST MDC AND ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.**

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.

10. **Clean Up:** Company shall promptly remove from premises all materials condemned by MDC'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 MDC, MDC may remove and replace such materials 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 Company 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. MDC shall give notice of observed defects with reasonable promptness.

12. **Payment and Performance Bonds:** Company agrees to post good and sufficient payment and

performance bonds, each in the amount of $3,456,000.00, as a guarantee of payment due by Company to any contractor for work contemplated herein and Company's performance of this Contract. Forfeiture of such bonds for nonpayment or noncompliance shall not preclude further action by MDC.

13. **Remedy:** MDC 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:

13.1. Defective work not remedied;

13.2. Claims filed or reasonable evidence indicating possible filing of claims;

13.3. Failure of Company to make payments promptly to subcontractors or for material or labor that MDC may pay as an agent for the Company; or

13.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or Company provides a surety bond satisfactory to MDC, which shall protect MDC in the amount withheld, payment may be released.

14. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for 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 MDC of any kind whatsoever.

15. **Prompt Pay Act:** MDC and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by Company, including all change orders altering the original scope and amount of the Contract are completed, and MDC has inspected and approved that the work is completed and in compliance with the Contract and all subsequent change orders, MDC may thereafter issue payment to Company in the amount of the Contract and all change orders. MDC shall be the final judge of when the work is completed by Company. MDC, in its sole discretion, shall determine if the work under the Contract and under any change orders has been completed to MDC's requirements.

16.1. MDC may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all change orders are completed by Company and approved by MDC. The approval shall be in MDC's sole discretion. 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 MDC or the MDC's Representative, the request and invoice shall be forwarded for payment less

five percent (5%) retainage. The total of these payments shall not exceed ninety-five percent (95%) of the total Contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between Company and MDC, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work contemplated in this Contract shall be commenced on a date to be specified in the "Notice to Proceed." Company agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between Company and MDC, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event Company neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by MDC, then Company and Company's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this Contract, to pay to MDC $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that Company shall be in default after the time stipulated in the Contract for completing the work. Further, MDC shall have the right to cancel this Contract for such delay. In the event MDC cancels this Contract pursuant to the terms of this section, MDC shall pay to Company only those monies deemed appropriate by MDC, in its sole discretion, to compensate Company for any work actually performed, less any liquidated damages Company owes MDC.

17.2. The said amount is fixed and agreed upon by and between Company and MDC because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages MDC would in such event sustain, and said amount is agreed to be the amount of damages that MDC would sustain and said amount shall be retained from time to time by MDC from current periodical estimates.

17.3. It is further agreed that time is of the essence for each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that Company shall not be charged with liquidated damages or any excess cost when MDC determines, in its sole discretion, that Company is without fault and Company's reasons for the time extension are acceptable to MDC. Provided, further, that Company shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by a government entity;
b. To unforeseeable cause beyond the control and without the fault or negligence of Company, including, but not restricted to, acts of God, or of the public enemy, acts of MDC, acts of another contractor in the performance of a contract with MDC, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; or
c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that Company shall, within ten (10) days from the beginning of such delay, unless MDC shall, in its sole discretion grant a further period of time prior to the date of final settlement of the Contract, notify MDC, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Company within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY MDC FROM RETAINAGE HELD BY MDC. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC AND ITS AGENTS, EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM MDC WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, 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 MDC'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL MDC BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF MDC FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF MDC. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third-Party Beneficiary:** MDC'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.

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 MDC REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE 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 THE CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN MDC AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

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

20. **Governmental Immunity:** By executing this Contract, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **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 MDC as an additional insured and waive subrogation in favor of MDC.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-MDC 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 MDC as an additional insured and waive subrogation in favor of MDC.

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 MDC.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of MDC. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name MDC as an additional insured on a claims-occurred basis. MDC 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 MDC name MDC 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 MDC. MDC 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.

Notwithstanding any contrary provision contained herein, the Executive Director, in her sole and absolute discretion, may modify the insurance requirements contained in this Contract.

22. **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 MDC. The issue on whether to grant consent to an assignment is in the sole discretion of MDC.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC AND ITS AGENTS, 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 MDC'S NEGLIGENCE.**

24. **Governing Law and Venue:** The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes , arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Contract 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.

25. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of MDC; that Company 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 MDC and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between MDC 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 MDC. Further, it is specifically understood and agreed that nothing in this Contract 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. 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. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of the Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

26. **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 MDC Chairman, or any other reasonable official of MDC, 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 fifty (150) 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 will 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 so notify the MDC Chairman within the time and manner provided herein shall exonerate, excuse and except MDC from any liability whatsoever. MDC is under no obligation to provide notice to Company that Company's notice is insufficient. MDC 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, 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 if MDC has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

27. **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.

28. **Termination At Will:** MDC 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 MDC's sole discretion to cancel the Contract during the term of the Contract without penalty to MDC. 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.

29. **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 Contract, and all terms and requirements under said statutes and regulations are made terms and conditions of this Contract, to which the parties have agreed to be bound.

30. **Prompt Pay Act:** The parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the MDC's governmental immunity.

31. **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.

32. **Anti-Boycott Statutes:** To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Contract, Company hereby verifies that:

- Company does not boycott Israel and will not boycott Israel during the term of this Contract;
- Company does not boycott energy companies and will not boycott energy companies during the term of this Contract; 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 Contract against any firearm entity or firearm trade association.

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

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

34. **Public Information:** To the extent that this Contract 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 Company agrees that the Contract can be terminated if Company knowingly or intentionally fails to comply with a requirement of that subchapter.

35. **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 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 MDC is hereby made void and of no force or effect. MDC'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 and acceptance hereof.

36. **Iron or Steel Products Statute:** Company agrees that all iron or steel products produced through a manufacturing process and used in the work 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.

37. **Interpretation:** By executing this Contract, the parties acknowledge and agree that this Contract shall not be interpreted or construed against any party solely because such party or its legal counsel drafted this Contract. The parties have read, understood, and approve of the language and terms set forth herein.

[Signature Pages Follow]

EXECUTED IN DUPLICATE the day and year first above mentioned.

MIDLAND DEVELOPMENT CORPORATION

_____
Stephen Lowery, Chairman

ATTEST:

_____
Jill Pennington, Secretary

[Signature Page Follows]

MIDWEST WRECKING CO. OF TEXAS, INC.:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2022, personally appeared _____ of Midwest Wrecking Co. of Texas, 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 entity, 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 _____, 2022.

_____
Notary Public, State of _____

MIDWEST WRECKING CO. OF TEXAS, INC.

COMMERCIAL & INDUSTRIAL DEMOLITION

P.O. Box 161819 • Fort Worth, Texas 76161 • Phone: 817-589-7062 • Fax: 817-590-9536

Midland Development Corporation
200 North Loraine Street, Suite 610
Midland, Texas 79701

September 26, 2022

Attention: Mrs. Sara Harris sharris@midlandtxedc.com

Reference: Demolition Proposal
Western United Life Building – Midland, Texas

Dear Mrs. Harris:

We would like to provide the following pricing to furnish all labor, material, equipment and insurance (limits similar to the limits provided during demolition of the Building of the Southwest) necessary to complete subject work, in accordance with the following:

Work Items- Total Site Demolition with Implosion of Western United Life Building

1. Provide for removal of WTG facilities and site paving using conventional methods.
2. Foundations of the buildings will be removed to four feet below existing grades.
3. Implode the referenced building including preparation of the site, design and implementation of the blast plan.
4. Coordinate work with city and state officials.
5. All resulting debris and structural materials resulting from the demolition will be disposed of offsite.
6. Provide for cost associated with lane closures and temporary site fencing required for completion of the demolition work.
7. Provide temporary protection of all surrounding properties the during implosion.
8. Vaulted sidewalk will be removed on the east and south sides of the work area.
9. Fracture the basement floor slab to facilitate drainage.
10. Basement walls on the north and west elevations will be broken down two feet from the existing surface. The east and south walls will be left in place.
11. Backfill and compact basement void with imported select fill material compacted to 98%. Cost of third-party testing is not included in this proposal.

This work will be completed for the sum of **Two Million Nine Hundred Eighty Six Thousand Dollars ($ 2,986,000.00).**

Exhibit A

Notes:

1. We have not included handling, removal or disposal of hazardous or contaminated materials; capping, disconnection, re-routing or removal of utility services; capping of basement tunnel.
2. Due to the removal of vaulted sidewalks and the unknown interface of basement walls and street curbs, it should be assumed that the curbs will be damaged and/or removed in the performance of the work.
3. This proposal includes the cost of disposal. Should the City of Midland waive disposal fees pricing will be adjusted.
4. This proposal allows for ten million dollars in liability insurance being provided. Should the limits of insurance be increased an additional cost will be added to the proposal cost.
5. Sidewalks and trees will be left in place along the Colorado, Illinois and Big Spring. Trees at the interior of the property will be removed.

Contingency Allowance Should site conditions not allow for disconnection and removal of the utilities in either the basement or the west alley we will need to modify our demolition methods to mechanically demolish a portion of the building to facilitate implosion of the main structure.

For budgeting, please allow a worse case contingency amount of: **Four Hundred Seventy Thousand Dollars ($ 470,000.00).**

Thank you for allowing Midwest Wrecking Co. of Texas the opportunity to provide a budget proposal on this project and please do not hesitate to contact the undersigned if we may be of further assistance.

Sincerely,
Midwest Wrecking Co. of Texas

David C. Densmore

City Council Meeting

Item Number: 16

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Tina Jauz, Assistant City Manager

Subject: **Motion approving the advertisement of a request for proposals for the development of certain City-owned real property described as Lots 7 and 8, Block 35, Original Town of Midland, City of Midland, Midland County, Texas, together with certain MDC-owned real property described as Lots 1A, 5, 6, and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas (DISTRICT 2) (CITY MANAGER)**

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on October 3, 2022 a Resolution approving the advertisement of a request for proposals for the development of certain MDC-owned real property described as Lots 1A, 5, 6, and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas, together with certain City-owned real property described as Lots 7 and 8, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; approving the sale of MDC-owned real property described as Lots 1A, 5, 6, and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; and authorizing the Chairman to negotiated and execute all legal documents and instruments necessary and appropriate for the closing of the sale of said MDC-owned real property.

Recommended City Council Action:

Approve

Fiscal Impact:

n/a

Discussion:

Approves the issuance of a request for proposals for the MDC's and City's downtown property.

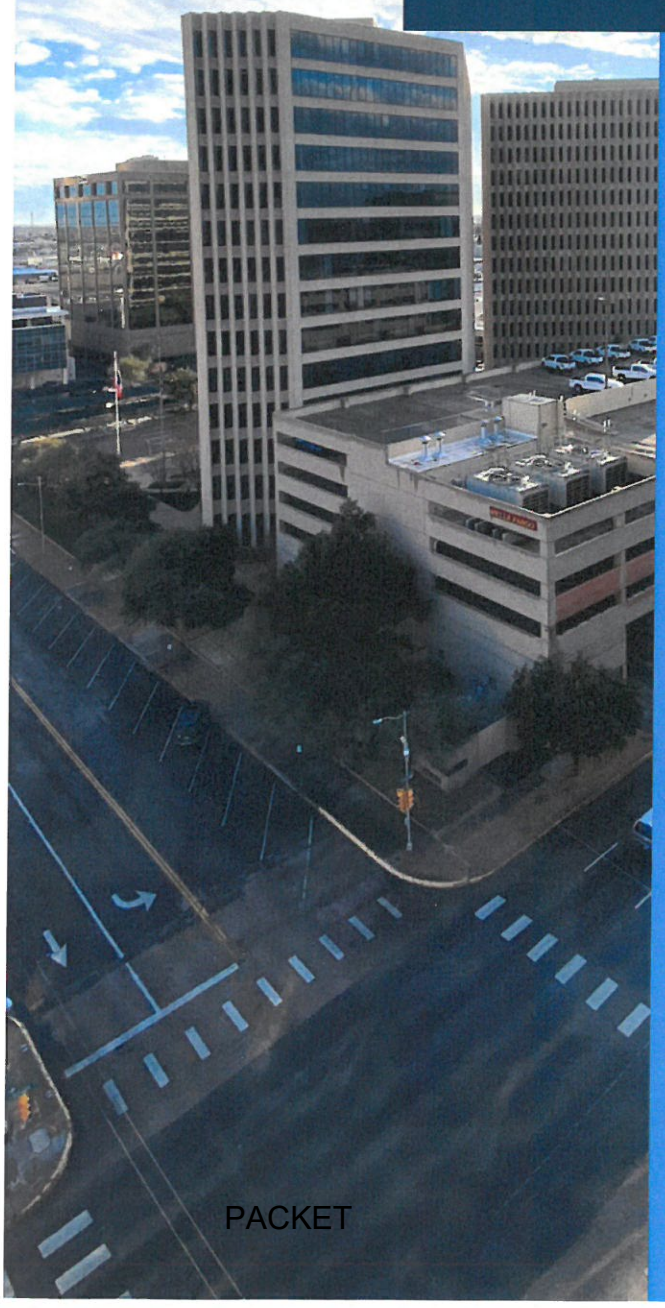
A scoring committee including representatives from the MDC board and City Council will deliberate the responses and bring forward their choice for approval.

Morris Williams Jr.

City Manager's Office

2022

REQUEST FOR PROPOSAL



MIDLAND DOWNTOWN DEVELOPMENT

CITY OF MIDLAND • MIDLAND DEVLOPMENT CORPORATION
200 N. LORAINE STREET STE. 610 • MIDLAND, TX 79701

MIDLAND
Feel the Energy!

MIDLAND
DEVELOPMENT CORPORATION

Welcome to Midland

When it comes to energy, one U.S. city is at the center of it all: Midland. Located smack dab in between Fort Worth and El Paso, the west Texas city sits atop the largest petroleum-producing basin in the United States known as the Permian Basin. Approximately 40% of America's oil and gas reserves are in reservoirs in the Basin. But renewable energy is gaining importance in the area, too. West Texas is home to some of the nation's largest wind farms. To the south, in Pecos County, sits one of the largest solar farms in Texas, Midway Solar farm. The world's largest direct air capture (DAC) facility, designed by Occidental Petroleum Corp., will zap up to 1 million metric tons/year of carbon dioxide (CO_2) emissions in the Permian Basin starting in 2024.

MIDLAND'S PER CAPITA INCOME OF $124,667 CONTINUALLY RANKS THE HIGHEST IN THE COUNTRY.

But energy isn't the only notable thing about Midland, the city's received national recognition as the former home of President George H.W. Bush, First Lady Barbara Bush, President George W. Bush and First Lady Laura Bush. While Midland may be a coincidental stepping stone to the White House, the community has intentionally set itself to be a launching pad for young professionals. Midland's per capita income of $124,667 continually ranks the highest in the country and is double the national average. With an average age of 31, and only getting younger, Midland's transforming itself into a desert destination for professionals and families alike who want to enjoy all the benefits an income boost can offer.



That includes spending time in downtown Midland. ConocoPhillips, Endeavor Resources, and Diamondback are some of the larger companies located downtown. Just a few blocks away the office district, called Claydesta is home to Pioneer and CrownQuest. Whether you are downtown for work or for fun, Centennial Park is the centerpiece of the city. The park has 4 acres of beautiful green space and trees, multiple seating areas, a playground and a splash pad. The park was completed in 2020 and is the result of an $18M public-private partnership.

The four acres were inspired by Discovery Green in Houston and Klyde Warren Park in Dallas. There are routinely food trucks, workout classes and live entertainment or movies to enjoy.

When it comes to Texas, we know how to eat. Downtown Midland is filled with local staples including Luigi's Italian Restaurant, Cancun Grill, Wall St. Bar & Grill and Opal's Table. Restaurants like Lo. Street Books and Pi Social offer outdoor seating with views of the park. But the best view of the park is at Bush Convention Center. The three-level 76,949-square-foot facility is next to the park and is more than just a space for conventions. Everything from weddings, to galas, to indoor markets, to business retreats, takes place there.





Down the block from the convention center, you'll find the historic Yucca Theatre. For 41 years, thousands of people each summer attend the popcorn-throwing-filled production of Summer Mummers. The show has been around Midland for over 72 years and is the longest continuing melodrama in the country, bringing in a quarter of a million dollars each year for the Midland Community Theatre.

All along the park, you will see little colorful storefronts. Midland Micro Market's home to over 20 different businesses including a salon, coffee shop, clothing boutiques and ice cream shop. On the first Saturday of each month, the roads near Centennial Park are closed as dozens of vendors fill the streets for Lo. Street Micro Market. In 2022, the Lo. Street Micro Market started hosting quarterly bar crawl events. Drawing young people to enjoy places like Bourbon Street, Buffalo Nickel and Sip Haus.





The City of Midland and the Midland Development Corporation (MDC) own 1.93 acres of Block 35 in downtown Midland, bordered by West Illinois Avenue, North Colorado Street, West Texas Avenue, and North Big Spring Street. The City and MDC are seeking a proven partner to develop this property to enhance the activity and revitalization that downtown Midland is already experiencing. All existing structures will be demolished and the property will be ready for new construction. It is prime acreage filled with potential.

Projects will be scored on value to continued revitalization to downtown Midland, impact on Midland's property tax base, and job creation. The scoring committee will be made up of representatives from the Midland City Council and city staff, and Midland Development Corporation board of directors and staff.

IT' S PRIME ACREAGE FILLED WITH POTENTIAL.



The developer will propose a project that will complement the existing architecture of downtown Midland and be of similar quality and design standards to recently completed improvements such as Centennial Park and the Bush Convention Center.

CITY OF MIDLAND, TEXAS
and
MIDLAND DEVELOPMENT CORPORATION
Request for Proposals for Downtown Property

The City of Midland, Texas ("City"), and the Midland Development Corporation ("MDC") are seeking development proposals ("Proposals") from parties interested in developing certain property described herein. City and MDC are collectively referred to herein as the "Governmental Entities."

The selected proposer will be responsible for all necessary work including, but not limited to, engineering, architecture, construction and overall project management.

SCOPE OF PROJECT

1. The property is described as Lots 1A and 5-12, Block 35, Original Town of Midland, an addition to the City of Midland, Midland County, Texas (the "Property").

2. All materials, means, methods and technologies used in design and construction shall meet applicable local, state, and federal requirements including Federal Accessibility Standards. Typical Parking spaces shall be built in accordance with the Manual on Uniform Traffic Code Devices (MUTCD) general principles and standard traffic control device designs.

3. The Governmental Entities intend to demolish all structures located on the Property prior to the initiation of any construction pursuant to the selected Proposal.

MINIMUM PROPOSAL REQUIREMENTS

1. The Governmental Entities will consider selling Property to a proposer with a minimum bid of not less than Seventy Thousand and No/100 Dollars ($70,000.00), subject to the minimum proposal requirements and selection criteria contained herein.

2. A proposed development project must comply with the current Central Area District (C-1) zoning classification; building architecture shall be comparable to (or complement) the current architecture of downtown Midland.

RESERVATIONS

1. The Governmental Entities expressly reserve the following rights:
    a. to make any conveyance of their respective portions of the Property to a proposer subject to conditions precedent or subsequent and/or a reversionary interest to ensure the Property is developed in accordance with the terms and conditions of any contract awarded to a proposer pursuant to this Request for Proposals ("RFP");
    b. to require that title to the Property remain with or automatically reverts to the respective Governmental Entities free and clear of any lien, claim, charge, or encumbrance upon a proposer's failure to develop the Property in accordance with the terms and conditions of any such contract; and
    c. to retain, in whole or in part, the bid amount paid to the Governmental Entities for the proposer's purchase of the Property if title to the Property remains with or automatically reverts to the respective Governmental Entities upon a proposer's

failure to develop the Property in accordance with the terms and conditions of any such contract, and the proposer relinquishes, waives, and abandons any claim or right to same.

2. City reserves the right to require an irrevocable letter of credit or other such financial security, in a form acceptable by City, to ensure that the Property is developed in the time and manner set forth in the selected Proposal.

3. By submitting a Proposal, proposer acknowledges and agrees to the terms and conditions of this RFP and this section.

LETTER OF INTEREST

A person or entity that intends to submit a Proposal must submit a letter of interest that generally describes the nature and anticipated scope of the Proposal to be submitted. The letter of interest should be: (i) no longer than two (2) single-sided pages in length; and (ii) submitted to the City Secretary's Office by January 31, 2023 at 4:00 P.M. (CST).

REQUIRED INFORMATION

All Proposals must include the following:

1. Letter of interest (if not previously submitted);
2. Two (2) years of financial statements that demonstrate financial capabilities of the proposer to successfully complete the proposed development project;
3. Resumes of key team members assigned to the proposed development project;
4. List of projects of similar scope and size with references including a scope of work, project costs, and level of public investment for each project;
5. Proof of bonding capability, Proposal (maximum of 25 single-sided pages, including cover pages, indexes, and letter of interest) to include:
    a. Project description;
    b. Cost estimate;
    c. Project scope;
    d. Anticipated site plan and building footprint;
    e. Total parking requirements; and
    f. Conceptual sketches and drawings.
6. Total desired public participation, if any;
7. Ratio of proposed public/private investment for the proposed development project;
8. Anticipated impact of proposed development project on downtown Midland;
9. Proposed development project timeline including major milestones; and
10. Any other information/data evidencing that the proposer is particularly qualified to administer the proposed development project.

SUBMISSION OF PROPOSALS

For submission of a Proposal, please comply with the provisions contained in this RFP. Proposals shall be submitted in writing and include the minimum requirements set forth herein.

- Proposals must be submitted with (6) complete copies of the Proposal to be comprised of one (1) bound original (3-ring binding preferred), four (4) paper copies, and one (1) electronic copy contained on a portable USB drive.
- Proposals must be printed on 8½" x 11" single-sided, double-spaced pages. Font size should be 11 point or larger with one-inch margins.

- Proposals must be submitted in a sealed package or container. The project name, RFP number, and proposer's name and address should be marked on the outside of the package or container.
- The RFP number and the published opening date and time must be clearly printed on the lower left corner of the return envelope to ensure receipt of a Proposal.
- Facsimile transmittals or offers communicated by telephone or electronic means will not be accepted or considered.
- Proposal information that is not submitted in sealed packages or containers will not be accepted or considered.
- Statements contained in a Proposal must be unambiguous and include adequate elaboration where necessary.

Mail or deliver Proposals to the following address:

City of Midland, Texas
City Secretary's Office
300 North Loraine Street, Suite 330
Midland, Texas 79701

DELIVERY OF SUBMITTALS

Proposals must be received in the City Secretary's Office no later than March 31, 2023 at 4:00 P.M. (CST). Proposers are responsible for the means of timely delivering the Proposals. Delays due to any instrumentality used to transmit the Proposals (e.g., delay occasioned by a proposer, City's internal mailing system, etc.) are the sole responsibility of the proposer. **Late Proposals will not be accepted under any circumstance.**

PROPRIETARY INFORMATION

If a proposer does not desire proprietary information in the Proposal to be disclosed, the proposer must identify all proprietary information in the Proposal. This identification must be done by marking each page with the words "Proprietary Information" on which proprietary information is printed. If a proposer fails to identify proprietary information contained in its Proposal, said proposer acknowledges and agrees that such information shall be deemed non-proprietary and made available upon public request.

The confidentiality of Proposals will be protected by the Governmental Entities to the extent permitted by law. Upon the selection and acceptance of a Proposal, all submitted Proposals become a matter of public record under Chapter 552 of the Texas Government Code, and upon request, shall be open for public inspection, except for those portions of each Proposal that are clearly marked as proprietary. If a request for proprietary information is made, City and/or MDC will notify the proposer who may then request an opinion from the Attorney General of the State of Texas as to whether such information must be disclosed pursuant to Section 552.305 of the Texas Government Code. A determination as to whether certain information may be withheld from public disclosure shall be exclusively made by the Office of the Attorney General. The Governmental Entities shall in no way be liable or responsible for the disclosure of any such records or portions of a Proposal not clearly marked as proprietary, or if disclosure is required by Chapter 552 or other applicable law or judicial order.

CLARIFICATIONS AND ISSUANCE OF ADDENDA

An explanation, clarification, or interpretation desired by a proposer regarding any part of this RFP must be submitted in writing by emailing purchasing@midlandtexas.gov, at least five (5) calendar

days prior to the published submission deadline.

If the Governmental Entities, in their sole discretion, determine that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner are not binding upon the Governmental Entities, and proposers should not rely upon such interpretations, corrections or changes. All other explanations or instructions given before the selection of a Proposal are not binding.

Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in City. Proposers must acknowledge receipt of all addenda in the submitted Proposals.

PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting a Proposal, proposer is making an offer that, if accepted in whole or part by City, constitutes a valid and binding contract as to any and all items accepted in writing by City. The period of acceptance of Proposals is ninety (90) calendar days from the date of opening. City maintains final authority over the period of acceptance.

TAX EXEMPTION

The Governmental Entities are exempt from federal excise and state sales tax.

All costs directly or indirectly related to the preparation of a response to this RFP or any oral presentation required to supplement and/or clarify Proposals that may be required by City shall be the sole responsibility of and shall be borne by the proposer.

NEGOTIATIONS

City reserves the right to negotiate all elements that comprise the selected Proposal to ensure that the best possible consideration be afforded to all concerned.

NON-ENDORSEMENT

If a Proposal is accepted, the successful proposer shall not issue a press release or other statement pertaining to the award or servicing of the agreement that states or implies the Governmental Entities' endorsement of the Proposal or proposer's services.

WAIVER OF ATTORNEY FEES

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE GOVERNMENTAL ENTITIES, REGARDING THE AWARD OF ATTORNEY'S FEES WHICH ARE IN ANY WAY RELATED TO THIS RFP. THE PROPOSER SPECIFICALLY AGREES THAT IF THE PROPOSER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS RFP, 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, PROPOSER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH PROPOSER MIGHT OTHERWISE BE ENTITLED.

PROPOSER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL

RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE PROPOSER ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS RFP. PROPOSER FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE GOVERNMENTAL ENTITIES AND PROPOSER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO RELEASE, RELINQUISH, ACQUIT AND FOREVER DISCHARGE THE GOVERNMENTAL ENTITIES AND THEIR RESPECTIVE EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PROPOSER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR THE GOVERNMENTAL ENTITIES' NEGLIGENCE.

COMPLIANCE

Proposer agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Proposer agrees that it shall comply with Texas Local Government Code Section 176.006, 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.

AUTHORIZED NEGOTIATOR

Proposals must include the name, address, and telephone number of the person in the proposer's organization authorized to negotiate contract terms and render binding decisions on contractual matters.

CENTRAL POINT OF CONTACT

Proposals must include a central point of contact to establish service, resolve issues and end service. Proposals must describe a proposer's ability to address customer service matters.

DISQUALIFICATION OF PROPOSERS

A proposer may be disqualified for any of the following reasons:

- Upon the Governmental Entities' belief that collusion exists among proposers;
- A proposer is involved in any litigation against either of the Governmental Entities;
- A proposer is in arrears on an existing contract or has defaulted on a previous contract with either Governmental Entity;
- Upon the determination that proposer lacks financial stability to complete the proposed development project;
- A proposer's failure to perform under previous or present contracts with either Governmental Entity; or
- A proposer's non-compliance with criteria contained in this RFP.

SELECTION CRITERIA

City will make its selection based on the following selection criteria:

1. Bid amount	25 points
2. Value of private investment in downtown Midland	20 points
3. Ratio of private/public investment	20 points
4. Financial capabilities	20 points
5. Concept aesthetics	20 points
6. Expediency of proposal timeline	10 points
7. Long-term downtown impact and concept marketability	10 points
8. Project team qualifications	10 points

EVALUATION AND SELECTION

City may make a selection, if any, from Proposals submitted in accordance with the terms and conditions of this RFP. City reserves the right to accept or reject any and all Proposals, re-solicit for Proposals, and to terminate the selection process at any time as it shall deem to be in the best interests of the Governmental Entities. City's receipt and consideration of any Proposal shall not obligate City to accept a Proposal.

If a selection is made, a scope of work and contract will be negotiated with the selected proposer. City and MDC staff may make recommendations to the Midland City Council regarding the execution of a contract with the chosen proposer. If a contract cannot be negotiated with the proposer of the highest rated Proposal, City reserves the right to initiate contract negotiations with the proposer of the next highest rated Proposal; this process may continue until City successfully negotiates a contract or until all negotiations cease. A negotiated contract shall not become effective unless and until approved by the Midland City Council.

TERMS AND CONDITIONS

City reserves the right to modify, delete or further negotiate any or all the terms and conditions related to the RFP or an award of a contract.

"AS IS"

Any conveyance of Property shall be "AS IS" with any and all latent and patent defects.

ERRORS OR OMISSIONS

Proposers will not be allowed to benefit from any errors or omissions in this RFP. If errors or omissions appear in this RFP, proposers shall promptly notify City in writing of such errors or omissions. Significant errors, omissions or inconsistencies in this RFP are to be reported no later than twenty (20) days prior to the submission deadline.

By executing and submitting a Proposal, the proposer hereby represents and warrants to the Governmental Entities that: (i) proposer has read and understands this RFP and such Proposal is made in accordance with this RFP; (ii) proposer agrees to be bound by the terms and conditions of this RFP, which include certain waiver provisions; and (iii) proposer acknowledges that it had the right and opportunity to consult with competent legal counsel regarding the above.

The waiver of attorney's fees and release provisions contained herein include but are not limited to:

- **The administration, evaluation or recommendation of any Proposal;**
- **Waiver or deletion of any of the requirements of this RFP;**
- **Acceptance or rejection of any Proposal;**
- **The selection of any Proposal;**
- **City's right to waive, delete or amend (i) the terms and conditions of this RFP, and (ii) the requirements connected with this RFP; and**
- **City's right reject any and all Proposals.**

City Council Meeting

Item Number: 17

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FISCAL YEAR 2023 OPERATION LONE STAR GRANT PROGRAM; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM SAID PROGRAM FOR THE PURPOSE OF PURCHASING A PERATON/REMOTEC ANDROS FX EXPLOSIVE ORDNANCE DISPOSAL DRONE AND RELATED ACCESSORIES; AND PROVIDING FOR THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT (DISTRICT: ALL) (POLICE)

Purpose:

Consider a resolution to apply for, accept and appropriate funds awarded through the FY23 Operation Lone Star Grant Program by the Office of the Governor of Texas Homeland Security Grants Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Upon receipt of the FY23 Operation Lone Star Grant, $329,485 will be deposited into the Police Technology & Equipment Fund (Fund 075) and appropriated for stated purpose. In the event of loss or misuse of awarded funds, the City of Midland will return all funds to the Office of the Governor of Texas.

Discussion:

The Midland Police Department will use grant funding to obtain one Peraton / REMOTEC ANDROS FX Explosive Ordinance Disposal Drone, complete with accessories required for the

unmanned vehicle's deployment to enhance interagency border security by providing operational safety equipment to law enforcement officers as they respond to the influx of border-related criminal activity throughout our area.



City Manager’s Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION, FOR THE FISCAL YEAR 2023 OPERATION LONE STAR GRANT PROGRAM; AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM SAID PROGRAM FOR THE PURPOSE OF PURCHASING A PERATON/REMOTEC ANDROS FX EXPLOSIVE ORDNANCE DISPOSAL DRONE AND RELATED ACCESSORIES; AND PROVIDING FOR THE APPROPRIATION OF SAID GRANT FUNDS UPON RECEIPT

WHEREAS, the Office of the Governor, Homeland Security Grants Division, has announced the availability of funds through the Fiscal Year 2023 Operation Lone Star Grant Program; and

WHEREAS, the Midland Police Department wishes to submit an application for funding in order to purchase a Peraton/REMOTEC ANDROS FX Explosive Ordnance Disposal Drone and related accessories; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of an application for said funds and to designate the City Manager as the City of Midland's authorized signatory; and

WHEREAS, the City of Midland will not use the grant funding to offset or decrease total salaries, expenses and allowances that the applicant receives from the governing body at or after the time the funding is awarded; and

WHEREAS, in the event of loss or misuse of the grant funding, the City of Midland assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

WHEREAS, the City Council finds it to be in the public interest to authorize the acceptance of said grant funding;

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

SECTION ONE. That the City of Midland is hereby authorized to submit an application to the Office of the Governor, Homeland Security Grants Division, for the Fiscal Year 2023 Operation Lone Star Grant Program in order to purchase a Peraton/REMOTEC ANDROS FX Explosive Ordnance Disposal Drone and related accessories for the Police Department.

SECTION TWO. That the City of Midland will not use the grant funding to offset or decrease total salaries, expenses and allowances that the applicant receives from the governing body at or after the time the funding is awarded.

SECTION THREE. That in the event of loss or misuse of the grant funding, the City of Midland assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full.

SECTION FOUR. That the City Manager is designated as the City of Midland's authorized signatory and is hereby authorized to apply, accept, reject, alter or terminate the grant funding on behalf of the City of Midland.

SECTION FIVE. Upon the City of Midland's receipt of the grant funding, the City Treasurer is hereby authorized and directed to deposit said funds into the Police Technology & Equipment Fund (075) and appropriate the same for the purpose stated herein.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 18

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Seth Herman, Police Chief

Subject: **RESOLUTION ACCEPTING A FISCAL YEAR 2022 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $124,052.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS (DISTRICT: ALL) (POLICE)**

Purpose:

CONSIDER A RESOLUTION TO ACCEPT A FY2022 GRANT IN THE AMOUNT OF $124,052 FROM THE WEST TEXAS HIGH INTENSITY DRUG TRAFFICKING AREAS (HIDTA) PROGRAM AND APPROPRIATE FUNDS.

Recommended City Council Action:

Approve

Fiscal Impact:

NONE.

Discussion:

The purpose of the High Intensity Drug Trafficking Area (HIDTA) Program, as authorized by the Anti-Drug Act of 1988, is to enhance and coordinate drug control efforts among federal, state and local law enforcement agencies. The program provides agencies with resources in the way of technology, equipment, and funding in order to better combat drug trafficking. The Midland Police Department has been part of the West Texas Region of the Southwest Border HIDTA since August 2008

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION ACCEPTING A FISCAL YEAR 2022 GRANT AWARD FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF $124,052.00; SAID GRANT SHALL BE USED TO ENHANCE AND COORDINATE DRUG CONTROL EFFORTS AMONG FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES; AND APPROPRIATING SAID GRANT FUNDS

WHEREAS, the City of Midland, Texas, has submitted a grant application to the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) program to enhance and coordinate drug control efforts among federal, state, and local law enforcement agencies; and

WHEREAS, the Southwest Border HIDTA program provides agencies with resources in the way of technology, equipment, and funding in order to better combat drug trafficking; and

WHEREAS, the City of Midland, Texas, has been awarded $124,052.00 from the Southwest Border HIDTA program to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking; and

WHEREAS, the City Council finds it to be in the public interest to accept said grant award;

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

SECTION ONE. That the City of Midland, Texas, acting through its Mayor and City Council, hereby accepts the HIDTA grant of $124,052.00 to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking.

SECTION TWO. That the City Manager, Director of Finance, and Chief of Police of the City of Midland, Texas, are hereby authorized and directed to evidence the City of Midland's acceptance by executing all necessary documents in order to accept said grant

award.

SECTION THREE. That the Fiscal Year 2022 HIDTA grant in the amount of $124,052.00 is hereby accepted, appropriated, and directed to be deposited into the Capital Projects Fund 005 of the City of Midland.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 19

Meeting Date: October 11, 2022

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License (22-329-031) with Midland-Permian Pipeline LLC, regarding City-owned property described as Sections 4, 9 and 16, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

Purpose:

This motion will provide applicant a 50' wide right of way to place a Thirty-Six inch (36) Gas Utility, steel construction, pipeline on City of Midland owned Sprayberry Farm real property. Applicant will need an additional 75' wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten (10) year period, paid in advance with an annual throughput fee. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee (one time): $1,000
Lease Rate:

Option 1 - 36" pipeline paid 10 years paid in advance ($727,972.50)

Annual Throughput fee, year one of ten: $200,000.00

Total Collected : $928,972.50

Discussion:

This is a Gas Utility, steel construction thirty-six inches (36) in diameter and will be buried a minimum of forty-eight inches (48) deep.

Certificates of Insurance are on file

City Secretary to record all documents

Morris Williams Jr.

City Manager's Office

RIGHT OF WAY LICENSE

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

Date:	October 12, 2022
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Midland-Permian Pipeline LLC**
Licensee's Representative:	**Norman L. Winter**
Licensee's Mailing Address:	811 Louisiana St., Suite 2100 Houston, Texas 77002
Property:	As described in Article III below
License Number:	**22-329-031**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of SEVEN HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED SEVENTY-TWO and 50/100 Dollars ($727,972.50) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Throughput Fee. Licensee shall pay to Licensor an annual throughput fee in the amount of TWO HUNDRED THOUSAND and No/100 Dollars ($200,000.00), which shall be payable each year on or before the anniversary of the Commencement Date.

C. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

D. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

E. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being seventy-five (75) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a steel construction pipeline, not to exceed thirty-six (36) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to fifty (50) feet after the pipeline is laid. **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline(s) and facilities described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in

connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully

entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License 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:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee 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 $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met.

Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein, and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT

RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, 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 ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD

INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the 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 Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License 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. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, 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, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND

AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License 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 License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE 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 LICENSOR'S NEGLIGENCE.

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

I. Third Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third party beneficiary, (ii) there is no third party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such

damages, duly verified, within one hundred eighty (180) 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 Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor 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, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does <u>not</u> require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, <u>not</u> for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that

it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
MIDLAND-PERMIAN PIPELINE LLC

By: _____
Printed Name: Norman L. Winter
Title: Vice President – Land/ROW

THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 20th day of September, 2022 personally appeared Norman L. Winter an officer of Midland-Permian Pipeline LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of September, 2022.

_____
Notary Public, State of Texas

KIMBERLY NICHOLE NIETO
Notary ID #131475624
My Commission Expires
March 5, 2026

FSC INC
SURVEYORS+ENGINEERS

DRIVING PERFORMANCE.
DELIVERING RESULTS.

TBPLS Firm 10193887
TBPE Firm 17957

CENTERLINE DESCRIPTION OF A PROPOSED GAS PIPELINE
LEGEND GAS PIPELINE LGD - CITY OF MIDLAND SECTION 4
Section 4, Block 37, T-3-S, A-907, of the T. & P. RR. Co. Survey, Midland County, Texas

Being a proposed centerline of a pipeline right-of-way situated in Section 4, Block 37, T-3-S, A-907, of the T. & P. RR. Co. Survey in Midland County, Texas, and being part of a tract, described in a deed from Leland Wallace and wife, Gerald Marie Wallace to The City of Midland, Texas on September 30,1996 and recorded in Volume 760 Page 466 of the Deed Records of Midland County, Texas, and being more particularly described as follows, to wit:

BEGINNING at a point (Y = 10,657,427.63, X = 1,820,858.68) at a point in the south line of said Section 4, also being in the north line said Section 9, Block 37, T-3-S, A-132, of the T. & P. RR. Co. Survey, from which a cedar post found for the northwest corner of Section 8, Block 37, T-3-S, A-905, of the T. & P. RR. Co. Survey, also being the northeast corner of Section 7, Block 37, T-3-S, A-131, of the T. & P. RR. Co. Survey, bears South 75 degrees 51 minutes 17 seconds West, a distance of 7,261.48 feet;

THENCE over and across said Section 4, the following fourteen (14) courses and distances:

1. North 33 degrees 46 minutes 09 seconds West, a distance of 359.36 feet to a point;
2. North 36 degrees 44 minutes 08 seconds West, a distance of 549.54 feet to a point;
3. North 32 degrees 27 minutes 53 seconds West, a distance of 352.04 feet to a point;
4. North 35 degrees 25 minutes 24 seconds West, a distance of 909.78 feet to a point;
5. North 38 degrees 38 minutes 47 seconds West, a distance of 259.38 feet to a point;
6. North 32 degrees 53 minutes 11 seconds West, a distance of 269.61 feet to a point;
7. South 87 degrees 48 minutes 00 seconds West, a distance of 78.99 feet to a point;
8. North 11 degrees 53 minutes 27 seconds West, a distance of 200.45 feet to a point;
9. North 37 degrees 54 minutes 12 seconds West, a distance of 109.26 feet to a point;
10. North 28 degrees 30 minutes 48 seconds West, a distance of 128.50 feet to a point;
11. North 33 degrees 46 minutes 12 seconds West, a distance of 814.82 feet to a point;
12. North 32 degrees 16 minutes 45 seconds West, a distance of 593.38 feet to a point;
13. North 34 degrees 57 minutes 55 seconds West, a distance of 260.67 feet to a point;
14. South 75 degrees 12 minutes 22 seconds West, a distance of 298.25 feet to the **POINT OF TERMINUS** (Y = 10,661,342.86, X = 1,817,849.31) at a point in west line of said Section 4, also being the east line Section 5, Block 37, T-3-S, A-130, of the T. & P. RR. Co. Survey, from which a bent 5/8-inch iron rod found for the southeast corner of called 74.38 acre tract, being described in deed Robert E. Miller, Jr. revocable trust, the Marlene Miller revocable trust and the Marilyn C. Bolton revocable trust, Midland County, Texas on June 12, 2019 and recorded in Instrument Number 2020-28321 of the Official Public Records of Midland County Texas, bears North 12 degrees 15 minutes 44 seconds West, a distance of 3,507.57 feet. Said centerline having a total length of 5,184.03 feet or 314.18 rods.

All bearings, distances and coordinates are grid and refer to the Texas State Plane Coordinate System of 1983 (HPGN), Texas Central Zone 4203.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form does not constitute a legal document. This is not in any way a "boundary survey". It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions.*

TBPLS Firm 10193887
TBPE Firm 17957

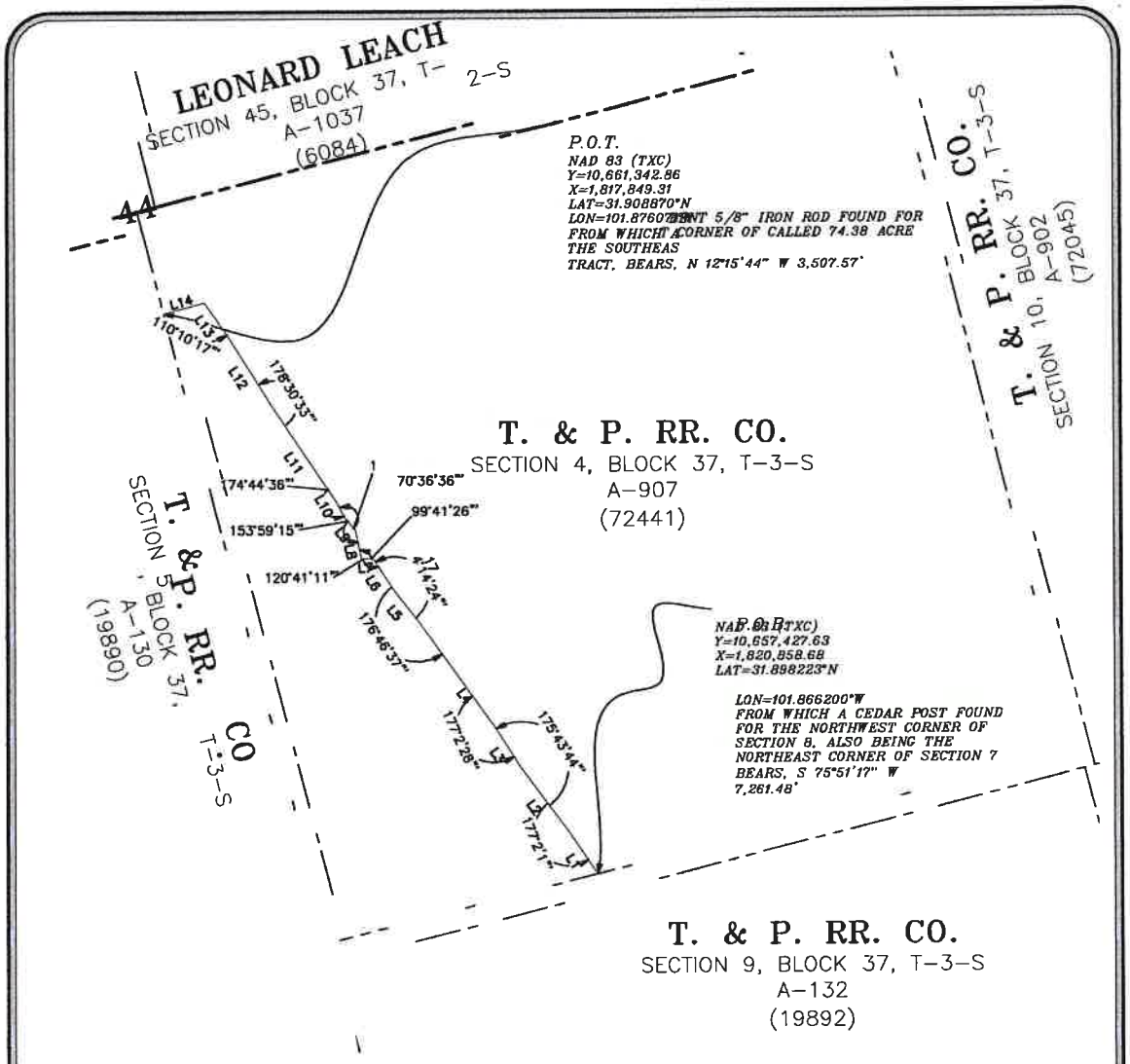
This herein survey description was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent warranty of title or a guarantee of ownership.



Amanda L. Romero

Amanda L. Romero
Registered Professional Land Surveyor No. 6949
Project No. 2022071221

Date: 09/07/2022



CITY OF MIDLAND SECTION 4 CENTERLINE

TABLE

LINE	BEARING	DISTANCE
L1	N 33°46'09" W	359.36'
L2	N 36°44'08" W	549.54'
L3	N 32°27'53" W	352.04'
L4	N 35°25'24" W	909.78'
L5	N 38°38'47" W	259.38'
L6	N 32°53'11" W	269.61'
L7	S 87°48'00" W	78.99'
L8	N 11°53'27" W	200.45'
L9	N 37°54'12" W	109.26'
L10	N 28°30'48" W	128.50'
L11	N 33°46'12" W	814.82'
L12	N 32°16'45" W	593.38'
L13	N 34°57'55" W	260.67'
L14	S 75°12'22" W	298.25'

TOTAL LENGTH OF CENTERLINE = 5,184.03 FEET OR 314.18 RODS

LEGEND

	PROPOSED CENTERLINE OF PIPELINE
	SECTION LINE
P.O.B	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
A-(#)	ABSTRACT NUMBER
(#)	FILE NUMBER

Exhibit A

NOTES:

1. COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (HPGN), TEXAS CENTRAL ZONE 4203. DISTANCES ARE GRID.

2. LOCATION OF PIPELINES SHOWN ARE BASED ON THE USE OF SCARS AND PIPELINE MARKERS. PIPELINES WERE COVERED.

3 LATITUDE AND LONGITUDE ARE WGS84 COORDINATES.

4. CALL BEFORE YOU DIG - TEXAS811.ORG

A PROPOSED PIPELINE CENTERLINE FOR
LEGEND GAS PIPELINE LGD-B
CENTERLINE FOOTAGE
5,184.03 FEET OR 314.18RODS
A.F.E. 109070
SITUATED IN SECTION 4, BLOCK 37, T-3-S, A-907, OF T. & P. RR. CO. SURVEY AND BEING LOCATED APPROX. 16.08 MILES SOUTHEAST OF MIDLAND IN MIDLAND COUNTY, TEXAS

DATE:	09-07-2022
DRAWN BY:	DB
CHECKED BY:	CH
FIELD CREW:	RL
PROJECT NO:	2022071221
SCALE:	1" = 1000'
SHEET:	2 OF 2
REVISION:	NO

0 500' 1000'
1" = 1000 FEET

TARGA
MIDLAND PERMIAN PIPELINE, LLC
811 LOUISIANA ST. STE 2100
HOUSTON, TX 77002

FSC INC
SURVEYORS+ENGINEERS
550 Bailey Ave., 205 - Fort Worth, TX 76107
Ph: 817.349.9800 - Fax: 979.732.5271
TBPE Firm 17957 | TBPLS Firm 10193887
www.fscinc.net
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TBPE Firm 17957

CENTERLINE DESCRIPTION OF A PROPOSED GAS PIPELINE
LEGEND GAS PIPELINE LGD-B - CITY OF MIDLAND SECTION 9
Section 9, Block 37, T-3-S, A-132, of the T. & P. RR. Co. Survey, Midland County, Texas

Being a proposed centerline of a pipeline right-of-way situated in Section 9, Block 37, T-3-S, A-132, of the T. & P. RR. Co. Survey in Midland County, Texas, and being part of a tract, described in a deed from Shirley Moon, dealing in her own separate property and estate; Sharon Kay Smith, dealing in her own separate property and estate; Betty D. Thomason, dealing in her own separate property and estate; Bernice Dixon, individually and as trustee of the Dixon family trust; and Velma Dixon, a widow to The City of Midland, Texas on April 12,1994 and recorded in Volume 1278 Page 577 of the Official Public Records of Midland County, Texas, and being more particularly described as follows, to wit:

BEGINNING at a point (Y = 10,652,782.70, X = 1,824,051.46) at a point in the south line of said Section 9, also being in the north line of Section 16, Block 37, T-3-S, A-903, of the T. & P. RR. Co. Survey, from which a 1-inch pipe at fence corner post found for the northeast corner of Section 19, Block 37, T-3-S, A-135 of the T. & P. RR. Co. Survey, also being the southwest corner of Section 17, Block 38, T-3-S, A-95, of the T. & P. RR. Co. Survey bears, South 45 degrees 27 minutes 16 seconds West, a distance of 10,465.64 feet;

THENCE over and across said Section 9, the following thirteen (13) courses and distances:

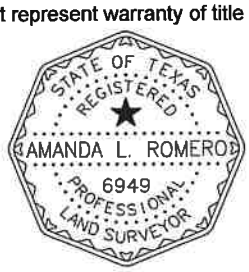
1. North 12 degrees 36 minutes 26 seconds West, a distance of 210.31 feet to a point;
2. North 40 degrees 09 minutes 31 seconds West, a distance of 285.56 feet to a point;
3. North 36 degrees 32 minutes 33 seconds West, a distance of 263.09 feet to a point;
4. North 34 degrees 23 minutes 49 seconds West, a distance of 334.75 feet to a point;
5. North 37 degrees 09 minutes 14 seconds West, a distance of 344.29 feet to a point;
6. North 25 degrees 27 minutes 10 seconds West, a distance of 179.51 feet to a point;
7. North 35 degrees 34 minutes 54 seconds West, a distance of 512.77 feet to a point;
8. North 38 degrees 49 minutes 04 seconds West, a distance of 166.33 feet to a point;
9. North 35 degrees 55 minutes 36 seconds West, a distance of 728.92 feet to a point;
10. North 34 degrees 51 minutes 47 seconds West, a distance of 1,809.66 feet to a point;
11. North 43 degrees 48 minutes 40 seconds West, a distance of 128.05 feet to a point;
12. North 28 degrees 19 minutes 31 seconds West, a distance of 237.80 feet to a point;
13. North 35 degrees 25 minutes 53 seconds West, a distance of 468.65 feet to the **POINT OF TERMINUS** (Y = 10,657,427.63, X = 1,820,858.68) at a point in north line of said Section 9, also being the south line Section 4, Block 37, T-3-S, A-907, of the T. & P. RR. Co. Survey, from which a cedar post found for the northwest corner of Section 8, Block 37, T-3-S, A-905, of the T. & P. RR. Co. Survey, also being the northeast corner of Section 7, Block 37, T-3-S, A-131, of the T. & P. RR. Co. Survey bears, South 75 degrees 51 minutes 17 seconds West, a distance of 7,261.48 feet. Said centerline having a total length of 5,659.69 feet or 343.01 rods.

All bearings, distances and coordinates are grid and refer to the Texas State Plane Coordinate System of 1983 (HPGN), Texas Central Zone 4203.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form does not constitute a legal document. This is not in any way a "boundary survey". It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions.*

TBPLS Firm 10193887
TBPE Firm 17957

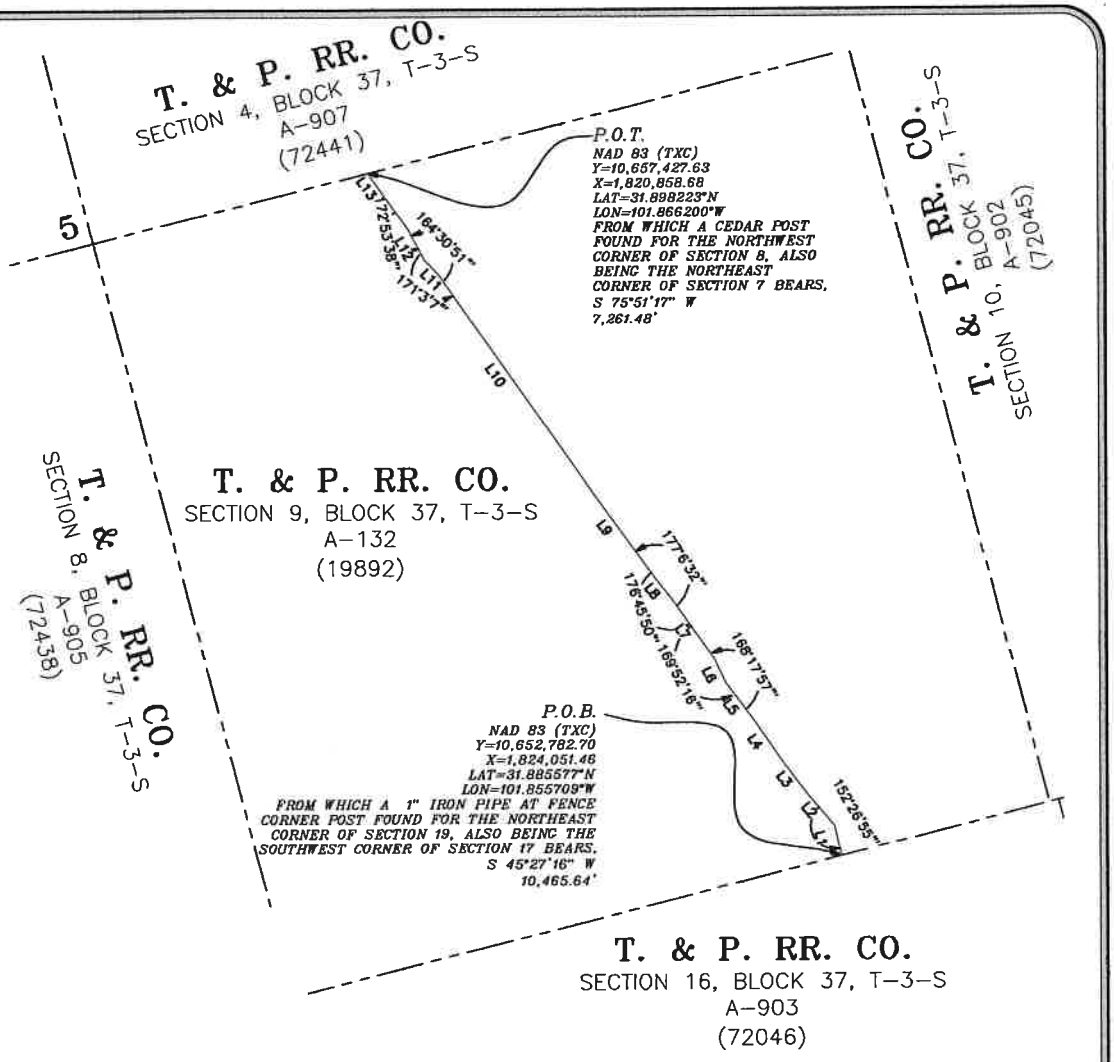
This herein survey description was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent warranty of title or a guarantee of ownership.



Amanda L. Romero

Amanda L. Romero
Registered Professional Land Surveyor No. 6949
Project No. 2022071221

Date: 09/07/2022



CITY OF MIDLAND SECTION 9 CENTERLINE TABLE

LINE	BEARING	DISTANCE
L1	N 12°36'26" W	210.31'
L2	N 40°09'31" W	285.56'
L3	N 36°32'33" W	263.09'
L4	N 34°23'49" W	334.75'
L5	N 37°09'14" W	334.29'
L6	N 25°27'10" W	179.51'
L7	N 35°34'54" W	512.77'
L8	N 38°49'04" W	168.33'
L9	N 35°55'36" W	728.92'
L10	N 34°51'47" W	1,809.66'
L11	N 43°48'40" W	128.05'
L12	N 28°19'31" W	237.80'
L13	N 35°25'53" W	468.65'

TOTAL LENGTH OF CENTERLINE = 5,659.69 FEET OR 343.01 RODS

Exhibit A

LEGEND

——— - ———	PROPOSED CENTERLINE OF PIPELINE
——— - ———	SECTION LINE
P.O.B	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
A-(#)	ABSTRACT NUMBER
(#)	FILE NUMBER

NOTES:

1. COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (HPGN), TEXAS CENTRAL ZONE 4203. DISTANCES ARE GRID.

2. LOCATION OF PIPELINES SHOWN ARE BASED ON THE USE OF SCARS AND PIPELINE MARKERS. PIPELINES WERE COVERED.

3. LATITUDE AND LONGITUDE ARE WGS84 COORDINATES.

4. CALL BEFORE YOU DIG - TEXAS811.ORG

A PROPOSED PIPELINE CENTERLINE FOR:

LEGEND GAS PIPELINE LGD-B

CENTERLINE FOOTAGE
5,659.69 FEET OR 343.01RODS
A.F.E. 109070

SITUATED IN SECTION 9, BLOCK 37, T-3-S, A-132, OF T. & P. RR. CO. SURVEY AND BEING LOCATED APPROX. 16.08 MILES SOUTHEAST OF MIDLAND IN MIDLAND COUNTY, TEXAS

DATE:	09-02-2022
DRAWN BY:	DB
CHECKED BY:	CH
FIELD CREW:	RL
PROJECT NO:	2022071221
SCALE:	1" = 1000'
SHEET:	2 OF 3
REVISION:	NO

0 500' 1000'
1" = 1000 FEET

TARGA
MIDLAND PERMIAN PIPELINE, LLC
811 LOUISIANA ST. STE 2100
HOUSTON, TX 77002

FSC INC
SURVEYORS+ENGINEERS
550 Bailey Ave., 205 - Fort Worth, TX 76107
Ph: 817.349.9800 - Fax: 979.732.5271
TBPE Firm 17957 | TBPLS Firm 10193887
www.fscinc.net

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FSC INC
SURVEYORS+ENGINEERS

DRIVING PERFORMANCE.
DELIVERING RESULTS.

TBPLS Firm 10193887
TBPE Firm 17957

CENTERLINE DESCRIPTION OF A PROPOSED GAS PIPELINE
LEGEND GAS PIPELINE LGD-B - CITY OF MIDLAND SECTION 16
Section 16, Block 37, T-3-S, A-903, of the T. & P. RR. Co. Survey, Midland County, Texas

Being a proposed centerline of a pipeline right-of-way situated in Section 16, Block 37, T-3-S, A-903, of the T. & P. RR. Co. Survey in Midland County, Texas, and being part of a tract, described in a deed from James H. Carpenter administrator of the estate of Marguerite Floyd, deceased to The City of Midland, Texas on April 30,1993 and recorded in Volume 1160 Page 622 of the Official Public Records of Midland County, Texas, and being more particularly described as follows, to wit:

BEGINNING at a point (Y = 10,648,596.37, X = 1,826,711.67) in the east line of said Section 16, also being the west line of Section 15, Block 37, T-3-S, A-133, of the T. & P. RR. Co. Survey, from which a 2-inch iron pipe found for the northwest corner of Section 27, Block 37, T-3-S, A-137, of the T. & P. RR. Co. Survey, also being the southeast corner of Section 21, Block 37, T-3-S, A-136, of the T. & P. RR. Co. Survey bears, South 14 degrees 35 minutes 45 seconds East, a distance of 5,921.41 feet;

THENCE over and across said Section 16, the following nine (9) courses and distances:

1. North 36 degrees 33 minutes 11 seconds West, a distance of 404.75 feet to a point;
2. North 22 degrees 40 minutes 23 seconds West, a distance of 1,002.88 feet to a point;
3. North 34 degrees 37 minutes 19 seconds West, a distance of 900.94 feet to a point;
4. North 33 degrees 08 minutes 50 seconds West, a distance of 336.89 feet to a point;
5. North 30 degrees 42 minutes 43 seconds West, a distance of 152.06 feet to a point;
6. North 64 degrees 04 minutes 17 seconds West, a distance of 684.75 feet to a point;
7. North 58 degrees 39 minutes 39 seconds West, a distance of 245.84 feet to a point;
8. North 36 degrees 56 minutes 19 seconds West, a distance of 308.19 feet to a point;
9. North 12 degrees 36 minutes 26 seconds West, a distance of 1,135.39 feet to the **POINT OF TERMINUS** (Y = 10,652,782.70, X = 1,824,051.46) at a point in north line of said Section 16, also being the south line said Section 9, from which a 1-inch pipe at fence corner post found for the northeast corner of Section 19, Block 37, T-3-S, A-135 of the T. & P. RR. Co. Survey, also being the southwest corner of Section 17, Block 38, T-3-S, A-95, of the T. & P. RR. Co. Survey bears, South 45 degrees 27 minutes 16 seconds West, a distance of 10,465.64 feet. Said centerline having a total length of 5,171.69 feet or 313.44 rods.

All bearings, distances and coordinates are grid and refer to the Texas State Plane Coordinate System of 1983 (HPGN), Texas Central Zone 4203.

This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form does not constitute a legal document. This is not in any way a "boundary survey". It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions.*

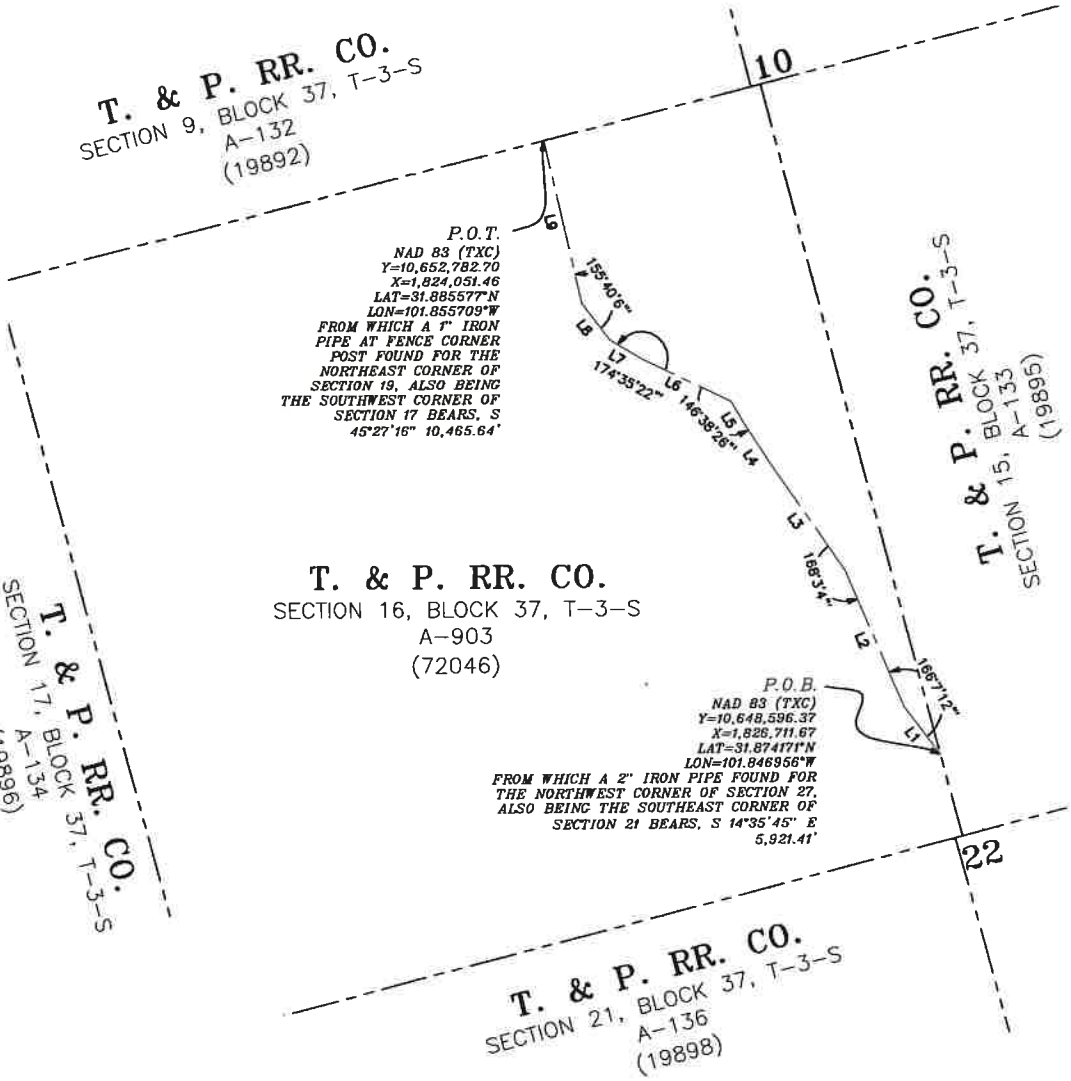
This herein survey description was prepared from record data furnished by the client and was done without the benefit of a title report. Surveyor has made no investigation or search for easements or other matters of record that a title report would disclose and this survey does not represent warranty of title or a guarantee of ownership.



Amanda L. Romero

Amanda L. Romero
Registered Professional Land Surveyor No. 6949
Project No. 2022071221

Date: 09/07/2022



CITY OF MIDLAND SECTION 16 CENTERLINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°33'11" W	404.75'
L2	N 22°40'23" W	1,002.88'
L3	N 34°37'19" W	900.94'
L4	N 33°08'50" W	336.89'
L5	N 30°42'43" W	152.08'
L6	N 64°04'17" W	684.75'
L7	N 58°39'39" W	245.84'
L8	N 36°56'19" W	308.19'
L9	N 12°36'26" W	1,135.39'

TOTAL LENGTH OF CENTERLINE = 5,171.69 FEET OR 313.44 RODS

LEGEND

	PROPOSED CENTERLINE OF PIPELINE
	SECTION LINE
P.O.B	POINT OF BEGINNING
P.O.T	POINT OF TERMINUS
A-(#)	ABSTRACT NUMBER
(#)	FILE NUMBER

NOTES:

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4. CALL BEFORE YOU DIG - TEXAS811.ORG

Exhibit A

A PROPOSED PIPELINE CENTERLINE FOR:

LEGEND GAS PIPELINE LGD-B

CENTERLINE FOOTAGE
5,171.69 FEET OR 313.44 RODS
A.F.E. 109070

SITUATED IN SECTION 16, BLOCK 37, T-3-S, A-903, OF T. & P. RR. CO. SURVEY AND BEING LOCATED APPROX. 16.08 MILES SOUTHEAST OF MIDLAND IN MIDLAND COUNTY, TEXAS

DATE:	09-02-2022
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PROJECT NO:	2022071221
SCALE:	1" = 1000'
SHEET:	2 OF 3
REVISED	NO

0 500' 1000'
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TARGA

MIDLAND PERMIAN PIPELINE, LLC
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FSC INC
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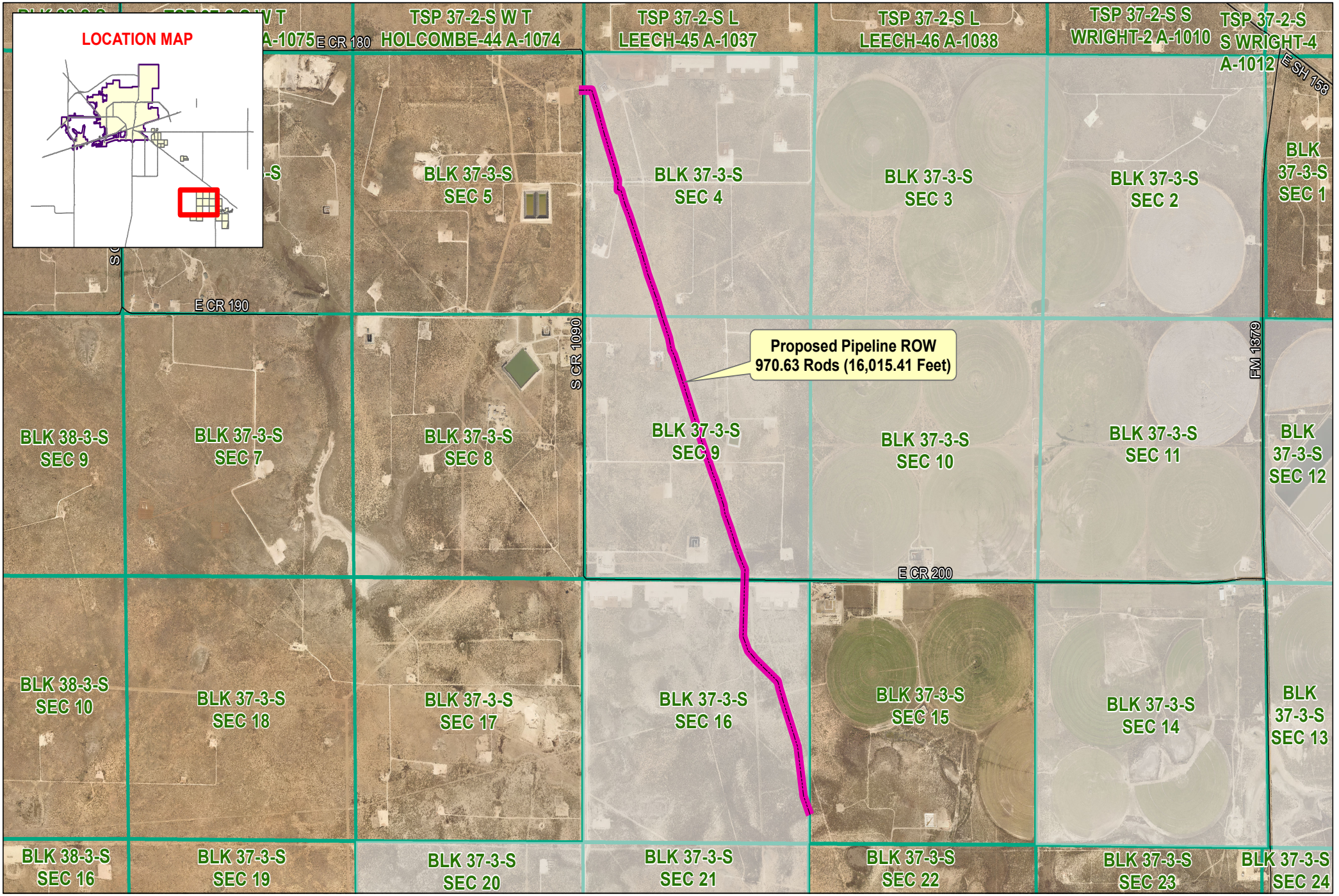

Date: 9/6/2022

Proposed ROW
Street
City Owned Parcels
Survey Section

PACKET

19.26

Targa Proposed ROW

October 11, 2022

0 1,000 2,000 Feet

©THE CITY OF MIDLAND - 2022
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2022

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

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

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 CN101831123--3-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Midland-Permian Pipeline LLC 811 Louisiana St, Suite 2100 Houston, TX 77002	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Associated Electric & Gas Ins Services Ltd — 3190004 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** ACE Property & Casualty Insurance Company — 20699 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-003936432-02 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	YX03219001P	10/31/2021	10/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	See Next Page See Next Page See Next Page See Next Page See Next Page See Next Page
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	ISA H2555503A	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** X CLAIMS-MADE ☐ DED X RETENTION $ 1,000,000	X	X	XOC G28178281 006	10/31/2021	10/31/2022	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WLR C67815713	10/31/2021	10/31/2022	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

RE: Right of Way

The Certificate Holder is included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Midland
300 N. Loraine
Midland, TX 79701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

PACKET 19.27 October 11, 2022

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Midland-Permian Pipeline LLC 811 Louisiana St, Suite 2100 Houston, TX 77002
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

As Respects General Liability:

A. Limit of Liability Each Occurrence:
1. $1,000,000*
2. $2,000,000 General Aggregate

B. Joint Venture Limit of Liability Each Occurrence:
Per Limit of Liability Section (3)
$1,000,000*

C. Combined Products Liability and Completed Operations Liability
Aggregate Limit of Liability for the Policy Period:
$2,000,000*

D. Failure to Supply Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

E. Pollution Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

F. Medical Malpractice Injury Limit of Liability Each Occurrence:
$1,000,000*

G. Wildfire Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

*Subject to the $2,000,000 General Aggregate

As Respects General Liability:
Indemnity and Defense Costs are included in the Limits of Liability.

As Respects General Liability:
Policy does not contain an exclusion applicable to construction or demolition work within 50 feet of a railroad.

As Respects General Liability:
Policy does not contain exclusion for explosion, collapse or underground property damage hazards.

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POLICY NUMBER: ISA H2555503A

Endorsement Number: 1

FORM MCS-90

OMB No.: 2126-0008 Expiration: 05/31/2024

USDOT Number: _ **Date Received:** _

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Targa Resources Corp. **of** TX
(Motor Carrier name) *(Motor Carrier state or province)*

Dated at Wilmington, DE 19803 **on this** 20th **day of** October , **20** 21 .

Amending Policy Number: ISA H2555503A **Effective Date:** 10/31/2021

Name of Insurance Company: ACE American Insurance Company

JOHN J. LUPICA, President

Countersigned by: _____
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

[X] *This insurance is primary and the company shall not be liable for amounts in excess of $* 3,000,000 *for each accident.*

[ ] *This insurance is excess and the company shall not be liable for amounts in excess of $* _____ *for each accident in excess of the underlying limit of $* _____ *for each accident.*

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at http://www.fmcsa.dot.gov/urs.

(continued on next page)

MC1622y (06-21) Wolters Kluwer | Uniform Forms

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

TAR GA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOU STON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0030101

DATE: September 7, 2022

AMOUNT: $1,000.00

PAY ONE THOUSAND DOLLARS & 00/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF: CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702

4300300
49000

SIGNATURE

Nick Lewis
PRINTED NAME

⑈0030101⑈ ⑆071000013⑆ 6325588805⑈

0030101

TAXPAYER ID/SSN NO. 75-600608

IN FULL FOR Consideration for a pipeline license application located in:

Sections 4, 9 & 16, Block 37, T3S,
T. & P. R.R. Co. Survey, Midland County, Texas

4300360
49000

~~Application Fee: $1,000.00~~

sprayberry

Total Consideration: **$1,000.00**

Targa Resources, LLC

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35085 GL ACCOUNT _____ RC 150900 LOC _____

PROJECT NO 109070 TASK 1004 – Easement/Damages

PROJECT NAME Legend LGD-B

ENTERED THE ONE NET _____ DATE September 7, 2022

RELEASE The undersigned payee by endorsement acknowledges settlement in full of the damage claim described on the front side hereof and hereby discharges and releases Targa Resources, Inc.

Endorse Here

DO NOT WRITE/SIGN/STAMP BELOW THIS LINE

DEPOSITORY BANK ENDORSEMENT

ORIGINAL DOCUMENT

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features:

Copy Protection Pantograph

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TARGA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0030661

DATE: September 21, 2022

AMOUNT: $927,972.50

PAY NINE HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS & 50/100* DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF
CITY OF MIDLAND
P.O. BOX 1152
MIDLAND, TX 79702

SIGNATURE

Nick Lewis
PRINTED NAME

⑈0030661⑈ ⑆071000013⑆ 6325588O5⑈

TAXPAYER ID/SSN NO. 75-600608

0030661

IN FULL FOR Consideration for a pipeline right of way license, including temporary workspace and damages associated with initial construction across:

Sections 4, 9 & 16, Block 37, T3S
T&P RR CO Survey, Midland County, TX

ROW: 970.63 rods x $375/rod (UL) = $363,986.25
$363,986.25 x 2 (COM) = $727,972.50
COM Annual "Throughput" Fee: $200,000.00

Total Consideration: **$927,972.50**

Targa Resources, LLC

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35085 GL ACCOUNT 150900 RC _____ LOC _____

PROJECT NO 109070 TASK 1004 – Easement/Damages

PROJECT NAME Legend LGD-B

PACKET 19.34 October 11, 2022

ENTERED THE ONE NET September 21, 2022 DATE _____

City Council Meeting

Item Number: 20

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Carl Craigo, Director

Subject: Motion authorizing the execution of a lease agreement with Alltell Corporation D/B/A Verizon Wireless regarding City-owned property located at 4203 Shell Avenue (DISTRICT 3) (UTILITIES)

Purpose:

Consider a motion authorizing the execution of a lease agreement with Alltell Corporation D/B/A Verizon Wireless regarding City-owned property located at 4203 Shell Ave.

Recommended City Council Action:

Approve

Fiscal Impact:

Lessee will pay the City of Midland $2,500 a month for use of the facility.

Discussion:

This motion replaces Resolution 2016-232 between WWC Texas RSA LLC D/D/Z Verizon Wireless.

Morris Williams Jr.

City Manager's Office

LEASE AGREEMENT

THIS LEASE AGREEMENT ("*Agreement*") is made and effective this _____ day of _____, 2022, by and between the CITY OF MIDLAND, TEXAS ("*Lessor*"), and ALLTEL CORPORATION D/B/A VERIZON WIRELESS ("*Lessee*").

I. RECITALS

WHEREAS, Lessor owns certain property described herein that is utilized for a communications tower and other municipal purposes; and

WHEREAS, Lessee desires to use said property for the purposes of maintaining and operating a communications transmitting and receiving site and control building;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

II. DEFINITIONS

A. ***"Access Facility"*** means fencing and an access gate, which Lessee constructs or has constructed, at Lessee's sole cost and expense. Lessee's construction of the Access Facility shall be subject to the approval of Lessor. Prior to the construction of the Access Facility, Lessee shall submit the plans and specifications to the Utilities Director for approval. The Access Facility shall be constructed and maintained completely at Lessee's sole cost and expense.

B. ***"City"*** means the City of Midland, Texas.

C. ***"City Property"*** means the City-owned property known as the Shell Tower Site as shown on **Exhibit A**, attached hereto and incorporated herein for all legal purposes, and within which is the Leased Premises.

D. ***"Leased Premises"*** means the area (including the Access Facility) within City Property as shown on **Exhibit A**, attached hereto and incorporated herein, and to which Lessee is granted access pursuant to this Agreement for the purpose of accomplishing Lessee's Telecommunications Activities.

E. ***"Telecommunications Activities"*** means the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement of communications equipment, cables, and accessories.

F. ***"Permitted Equipment"*** means Lessee's equipment located on the Leased Premises and listed on **Exhibit B**, attached hereto and incorporated herein.

G. ***"Utilities Director"*** means Carl A. Craigo, P.E., Utilities Director, City of Midland, Texas, or her successor as appointed by the City Manager.

H. ***"Authorized Personnel"*** means a City of Midland employee, or any other person or entity appointed by the City of Midland, who performs specified job duties as associated with the Agreement.

III. USE

A. Lease & Use. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises. This Agreement does not confer any ownership rights whatsoever to Lessee, and the City Property (inclusive of the Leased Premises) is and shall remain the sole property of the City.

Lessee shall only be granted access to the Leased Premises for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee has the right but not the obligation to modify or replace its communications equipment, cables and accessories, at Lessee's sole cost and expense, as may be necessary to comply with applicable governmental rules, regulations or laws, including, but not limited to, those related to emergency 911 communication services. Lessee is prohibited from constructing, installing or placing any other equipment on the Leased Premises other than the Permitted Equipment.

B. Access. Lessor and Lessee agree that Lessee shall at all times during the term of this Agreement have the rights of ingress and egress to and from the Leased Premises via Lessee's Access Facility for the purpose of accomplishing Lessee's Telecommunications Activities. Lessee shall enter the Leased Premises through the established gates. Notwithstanding anything to the contrary, the Leased Premises shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among the various portions of the Leased Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way.

In the event that Lessee requires access to City Property, the Lessee shall (i) notify the Utilities Director in writing at least two (2) business days in advance of the need for planned access, or, in the event of an emergency, Lessee shall have unlimited access and shall provide as much notice to Lessor as is reasonably practicable under the circumstances, and (ii) pay to Lessor access fee of $100.00 for any requested access to City Property outside of normal business hours or on holidays. Lessee shall not access City Property unless escorted and accompanied by Authorized Personnel.

C. Interference. Lessee shall not use the City Property or the Leased Premises in any way which interferes with the use of Lessor's use of the City Property. Such interference by Lessee shall be deemed a material breach by Lessee, who shall, upon notice from Lessor, terminate said interference within 72 hours. In the event said interference does not cease within 72 hours, as determined by Lessor, Lessor shall have the right to terminate this Agreement immediately upon written notice to Lessee. **LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR IN RELATION TO ANY PROBLEMS OR LIABILITY ARISING FROM INTERFERENCE FROM LESSEE'S USE OF THE LEASED PREMISES OR ANY OF ITS OPERATIONS WITHIN LESSOR'S CITY PROPERTY.**

D. Costs. All associated construction costs, along with any costs associated with Lessee's operations on the Leased Premises including supply of related utilities, shall be the responsibility of Lessee.

E. Fixtures. No building, poles, antenna systems, tower, equipment or other improvements erected or installed in or upon the Leased Premises or the City Property by Lessee shall be deemed to be a fixture, and Lessee shall have the right at any time prior to sixty (60) days after the termination of this Agreement for any cause, to remove from the Leased Premises or the City Property, at Lessee's sole cost and expense, any and all buildings, poles, antenna systems, towers, equipment or other improvements belonging to Lessee which may have been placed thereon by Lessee. If Lessee does not remove its equipment or improvements by the end of the sixty (60) day period, Lessor may remove such at Lessee's sole cost and expense.

F. "AS IS". LESSEE AGREES AND ACKNOWLEDGES LESSEE IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY LESSOR THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY LESSOR WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. LESSEE ALSO RECOGNIZES THAT LESSEE IS AGREEING TO LEASE THE LEASED PREMISES "AS IS"; THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES, AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. LESSOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS.

G. Subleases. Lessee shall not sublease the Leased Premises to any person or entity except with the prior written approval of Lessor, which shall be in Lessor's sole discretion. In the event Lessee is permitted by Lessor to sublease a portion of the Leased Premises, Lessee shall pay to Lessor a subletting fee of $2,500.00 per month, per sublessee, which shall be due on the first (1st) day of each month during the term of this Agreement. Any such subletting fee shall be in addition to any other rental fees or concessions due to Lessor. Lessee agrees that any such sublessee shall assume the same rights, responsibilities and obligations as Lessee under this Agreement, including rental payments due to Lessor.

H. Use by Lessee. Lessee is permitted to maintain, operate, repair, replace and upgrade the Permitted Equipment. All upgrades and replacements will use existing mounting fixtures. Lessee shall not install or use new mounting fixtures or hardware. Lessee shall not be permitted to use generators or any additional devices in order to produce power.

Prior to any modification to the Permitted Equipment, Lessee shall submit its construction and installation plans to Lessor in writing for Lessor's review and approval, which shall not be unreasonably withheld, delayed or conditioned. Lessee shall not alter any plans approved by Lessor without Lessor's prior written consent. Lessee shall be responsible for grounding all external and internal wiring and cabling installed by Lessee.

City Property will be inspected by Lessor prior to and after Lessee performs any modifications, repairs, replacements or upgrades to determine if damage occurred to City Property as a result of Lessee's work. In an emergency, and upon approval by Lessor, repairs may be made by Lessee. Following such repairs, Lessor will inspect City property as soon as practical. Any damage to City Property shall be immediately repaired to Lessor's satisfaction by a contractor approved by Lessor, at the sole expense of Lessee.

Lessee, at Lessee's sole expense, will obtain power and telco directly billed from the local providers.

Lessee shall not use its Permitted Equipment in any way that interferes with the operation, maintenance or repair by Lessor or third parties of equipment and systems as installed and operating at the Leased Premises as of the date the Permitted Equipment is installed.

Lessee shall be entitled to unlimited access to the Leased Premises to maintain its Permitted Equipment, subject to the security requirements and reasonable rules and regulations for the telecommunications equipment located on the Leased Premises.

Lessee shall, at Lessee's sole expense, keep and maintain its ground space, if any, as provided for hereunder and its Permitted Equipment in reasonable condition and repair.

Lessee's operations in connection with the Permitted Equipment and ground space, if any, must be in compliance with all federal, state, and local laws, codes and regulations, including but not limited to local zoning requirements, and will adhere to reasonable technical standards, if any, developed for telecommunications equipment and the Leased Premises as amended from time to time. Lessor assumes no responsibility for the licensing, operation or maintenance of the Permitted Equipment.

No tower modifications required to accommodate Lessee's Permitted Equipment are allowed.

IV. TERM & TERMINATION

A. Term. This Agreement shall be for a term of five (5) years commencing on August 1, 2021 and ending on July 31, 2026, unless terminated sooner as provided herein.

B. For Cause. This Agreement may be terminated, without any penalty or further liability, upon at least thirty (30) days' written notice by either party upon default of any covenant or term

hereof by the other party which is not cured within thirty (30) days of receipt of written notice of default and termination.

C. For Interference. This Agreement may be terminated, without any penalty or further liability, immediately after delivery of written notice to Lessee, upon Lessee's failure to promptly remedy an event deemed by the Lessor as interference as described in Section III (C) herein.

D. By Act of Law. If during the term of this Agreement, Lessee shall be prevented by federal, municipal, county, state or other legal authority from maintaining or operating a communications site on the Leased Premises, Lessee shall have the sole option to terminate the Agreement by giving at least thirty (30) days' written notice to Lessor of its termination of the Agreement. Upon termination, all parties hereto shall be relieved of any further obligation hereunder, and Lessor shall not be required to refund any rent which may have been paid in advance by Lessee.

E. Termination at Will. Notwithstanding any other provision of this Agreement, either party to this Agreement may terminate this Agreement at will for no or any reason upon giving at least three hundred sixty-five (365) days' written notice to the other party, without penalty to the terminating party. Neither party has any expectation nor has received any guarantee that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the cancelling party.

V. RENT

Lessee agrees to pay Lessor as rent for the use and occupancy of the Leased Premises, and for rights and privileges appurtenant thereto during the term of this Agreement the amount of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) per month. Payment shall be due on or before the 15th day of each month during the term of this Agreement.

VI. STANDARD TERMS & CONDITIONS

A. Attorney Fees. BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LESSOR REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. LESSEE SPECIFICALLY AGREES THAT IF LESSEE 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, LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED.

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

LESSEE AND LESSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

B. Third Party Beneficiary. Lessor'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.

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

D. Indemnity. LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'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 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 LESSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LESSEE'S USE OF, OR ACTIVITIES ON, THE LEASED PREMISES, AND LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES WITH RESPECT TO SUCH INDEMNIFIED CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES.

LESSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LESSOR AND ALL OF LESSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL

DEATH, 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 LESSOR, LESSOR'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 LESSEE OR LESSEE'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 LESSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LESSOR OR ANY OF LESSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

E. Notice of Alleged Breach; Statutory Prerequisites. As a conditions precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or its legal representative, shall give the City Manager notice in writing (consisting of one (1) original and seven (7) copies of the 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 Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Lessee 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 Lessor from any liability whatsoever. Lessor is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. Lessor 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, Lessee's failure to comply with the requirements herein shall perpetually bar Lessee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Lessor has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire Agreement are reasonable.

F. Independent Contractor. It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Lessor; that Lessee 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 Lessor and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Lessor and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the Lessor. 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. Lessee 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. Lessor does not have the power to direct the order in which the work is done. Lessor shall not have the right to control the means, methods or details of Lessee's work. Lessee shall assume exclusive responsibility for the work. Lessee is entirely free to do the work in its own way.

G. Governing Law & 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.

H. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, LESSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LESSOR, LESSOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE 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 LESSOR'S NEGLIGENCE.

I. Assignment. Lessee 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 Lessor. The issue of whether or not to grant consent to an assignment is in the sole discretion of Lessor.

J. Insurance. Lessee 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

-General Aggregate: $2,000,000.00

-Products – COMP/OP AGG: $2,000,000.00

Business Automobile Liability:	$1,000,000.00 combined single limit – Personal Injury and Property Damage
Umbrella Liability:	$3,000,000.00 per occurrence, aggregate
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence

The Commercial General Liability insurance shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. The Commercial General Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Business Automobile Liability insurance provided by Lessee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this Agreement. The Business Automobile Liability insurance shall name Lessor as an additional insured and waive all rights of subrogation against Lessor.

The Workers' Compensation coverage provided by Lessee shall inure to the benefit of employees injured during the course and scope of their employment by Lessee pursuant to this Agreement. The Workers' Compensation insurance shall waive all rights of subrogation against Lessor.

All insurance required pursuant to this Agreement shall provide for a waiver of subrogation in favor of Lessor. All insurance required pursuant to this Agreement, except for Workers' Compensation Insurance, shall name Lessor as an additional insured on a claims occurred basis. Lessor shall be provided the notice by Lessee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Lessee 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 Lessor and policies that name Lessor as an additional insured on a claims occurred basis (except workers' compensation).

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

Lessee certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Lessee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Lessee.

K. Notice. All notices must be given in writing by certified mail return receipt requested addressed as shown:

If to Lessor:

Utilities Director
City of Midland, Texas
P.O. Box 1152
Midland, TX 79702

If to Lessee:

Alltel Corporation
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

L. Entire Agreement. This Agreement constitutes the entire agreement between the parties governing the matters addressed herein. This Agreement shall supersede and replace all prior agreements or representations, whether verbal or written, between the parties concerning the subject matter hereof. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The terms and conditions of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties named herein.

M. Prior Terminated Agreement. Lessor and Lessee agree that this Agreement replaces the Lease Agreement between City of Midland Texas and WWC Texas RSA LLC d/b/a Verizon Wireless (as predecessor in interest to Lessee), effective August 1, 2016, and referenced by Lessee as Contract #NG160652 ("Terminated Agreement"). Lessor and Lessee acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, Lessee may continue to make, and the Lessor may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement. The Parties agree and acknowledge that all equipment and other improvements previously installed by Lessee pursuant to the Terminated Agreement and existing as of the Commencement Date of this Agreement

shall be deemed to have received all Lessor approvals that may otherwise be required by this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly authorized on the day and year written above.

LESSOR: CITY OF MIDLAND

_____
Robert Patrick, City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl A. Craigo, P.E., Utility Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LESSEE: ALLTEL CORPORATION D/B/A VERIZON WIRELESS

By: Tara Sprague

Name: Tara Sprague

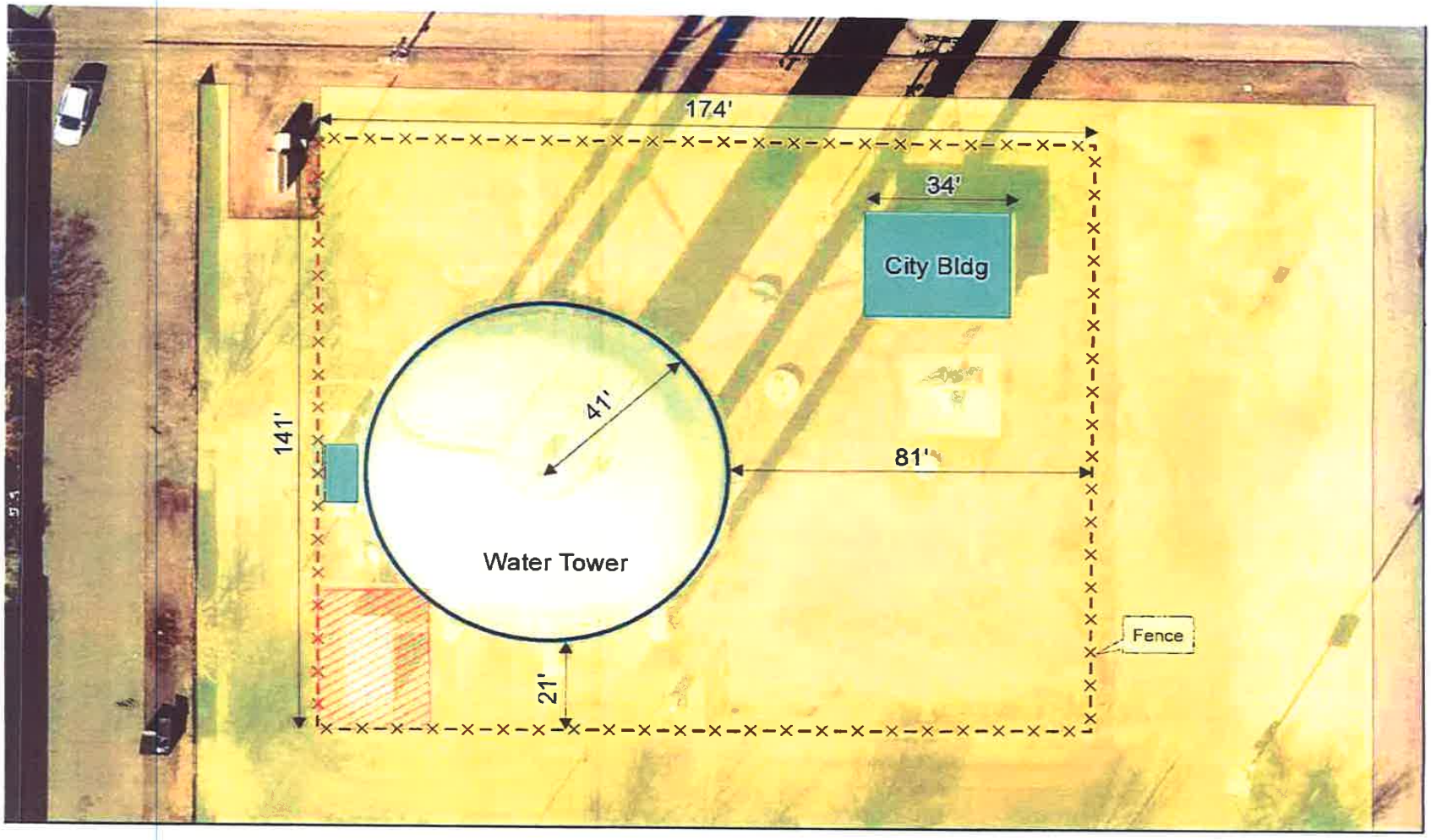
Title: Senior Manager - Real Estate

Exhibit A

Depiction of City Property and Leased Premises

See Attached

EXHIBIT A
(Page 1 of 1)



Legend

- Fence
- State Roads
- Streets
- Parcel
- Verizon Lessee
- City Owned Parcels

1 inch = 30 feet

© CITY OF MIDLAND - 2016:

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLEY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

Permitted Equipment

- Three (3) CSS X7CAP865 Antennas
- (6) Quintel QS8658-5 Antennas
- (3) RRH 90-AWS RRHs
- (3) RRH 60 – 1900 RRHs
- (3) Raycap OVP Boxes
- 12 (7/8) coax
- 3 (1 ¼) hybrid lines
- Equipment shelter housing equipment

City Council Meeting

Item Number: 21

Meeting Date: October 11, 2022 (September 27, 2022)

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 17, BLOCK 59, PARK AVENUE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 480 FEET EAST OF SOUTH LAMESA 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 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jose Chavez, is requesting a Zone Change from MF-22, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District, for a future development of a house located at 1205 E. California Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Current Zoning:

MF22, Multi-Family Dwelling District.

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are zoned MF-22, Multiple-Family Dwelling District, with the exception of three lots to the North and East who's zoning has been corrected to SF-3, Single-Family Dwelling District, and is the location of vacant land and single-family homes.

Discussion:

The applicant is requesting to rezone the property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District, to allow for the construction of a residential home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District. Under the previous zoning code, the current zoning district would have allowed for construction of single-family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Code adopted in 2019, residential uses became more specified to single family zoning district.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

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 objections.

Building: (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, 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.]

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 Applicant's Information Only.]

Code: (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: (Approved)

The City of Midland Planning Department supports this rezone because of the existing surrounding uses. The surrounding use is comprised of single-family and multi-family residences. According to the Tall City Tomorrow Comprehensive Plan, Urban Residential-Medium (UR-M) land use intends to blend a mix of housing types, especially in older neighborhoods. Potential zoning for UR-M land use includes Single-Family Dwelling District, however, does not list MF-22, Multi-Family Dwelling District. Therefore, changing 1205 E California Ave to SF-3, Single Family Dwelling District would fit in the intended land use appropriately.

This request was recommended for approval at the September 6, 2022, Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of September 22, 2022.

Attachments:

Application
Survey (Exhibit A)
Maps

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 17, BLOCK 59, PARK AVENUE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST CALIFORNIA AVENUE, APPROXIMATELY 480 FEET EAST OF SOUTH LAMESA 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 Lot 17, Block 59, Park Avenue Heights Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling 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 MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-22-0300

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Schumann Engineering		Phone (432) 684-5548 Email caleman@schumannonline.net.	
Address 800 N. Marienfeld, Suite 200	City Midland	State TX	Zip 79701
Property Owner Printed Name: Jose Chavez		Phone ( ) Email	
Address 1611 N. Lamesa	City Midland	State TX	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1205 E. California Ave.

Legal Description
Lot: 17 Block: 59 Subdivision: Park Avenue Heights

Current Zoning: MF 22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To comply with Residential Zoning SF3

Present Use of Property: Vacant.

Proposed Use of Property: Residence.

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: _____

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): Eduardo Y Aleman	Date: 8-9-22
Applicant (printed): Ed Aleman.	
Property Owner (signature): Jose Chavez	Date: 8-9-22
Property Owner (printed) : Jose Chavez	

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.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Jose Chavez, 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.

Eduardo Y Aleman
Authorized Agent (signature)

Subscribed and sworn to before me, this 9th day of August, 2022 to certify which witness my hand and seal of office.

KEVIN STARNES
Notary Public, State of Texas
Comm. Expires 03-03-2024
Notary ID 128975224

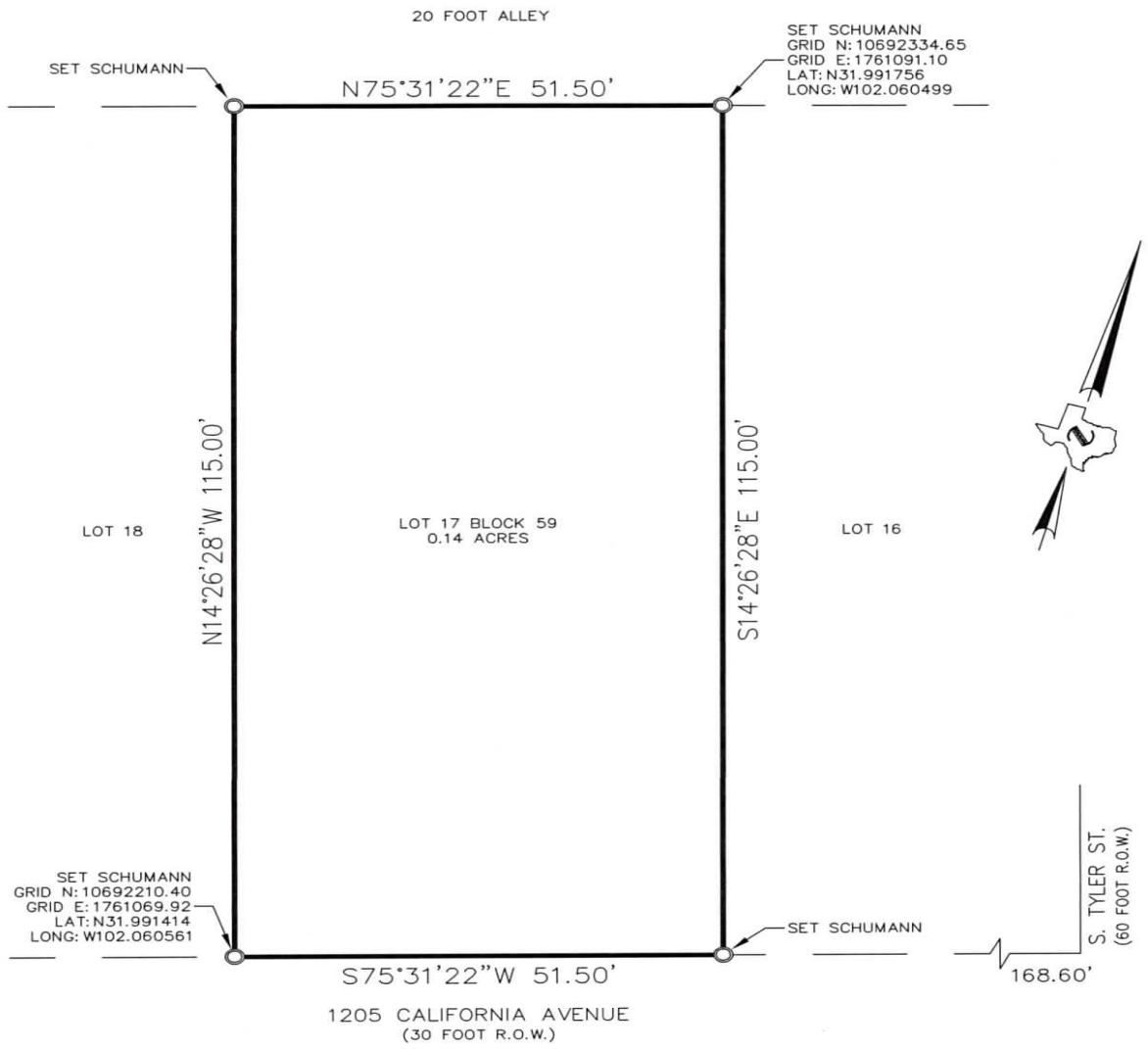
Kevin Starnes
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # N/A Cash
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: RECEIVED AUG 09 2022 LO

****Application will not be considered for scheduling until reviewed by a planner.****



RECEIVED
AUG 09 2022
BY:

NOTES:

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

THIS SURVEY DOES NOT GUARANTEE OWNERSHIP.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

LEGEND:

- O — MONUMENT AS DESCRIBED
- ——— PROPERTY LINE
- — — — ADJOINING PROPERTIES

Surveyor Certification

TO THE LIENHOLDERS, JOSE CHAVEZ

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 27TH DAY OF JULY, 2022

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

SURVEY

LOT 17

BLOCK 59

PARK AVENUE HEIGHTS ADDITION
SECOND SECTION

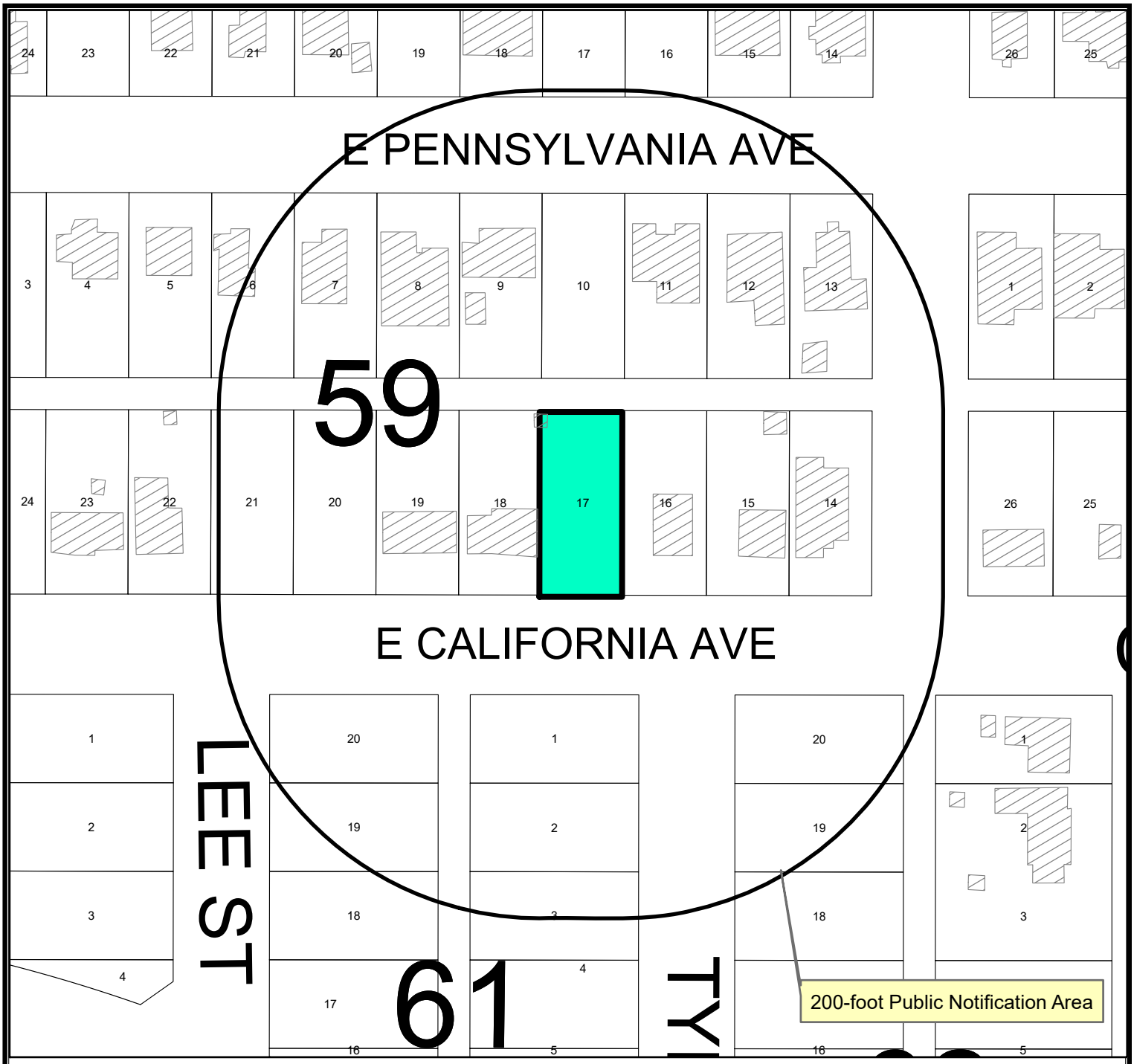
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 180, PAGE 137

MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 78739
JOB NO.: 78,739

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
800 N. MARIENFELD ST. #100
MIDLAND, TEXAS 79701
(432) 684-5548



LOCATION MAP

Z-22-0300

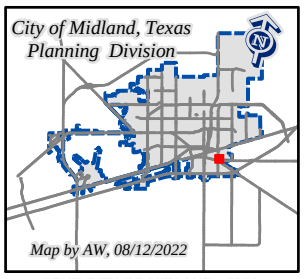
Scale: 1" = 200'

Request by Jose Chavez for a zone change from MF-22, Multi-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 17, Block 59, Park Avenue Heights Addition, City and County of Midland, Texas.

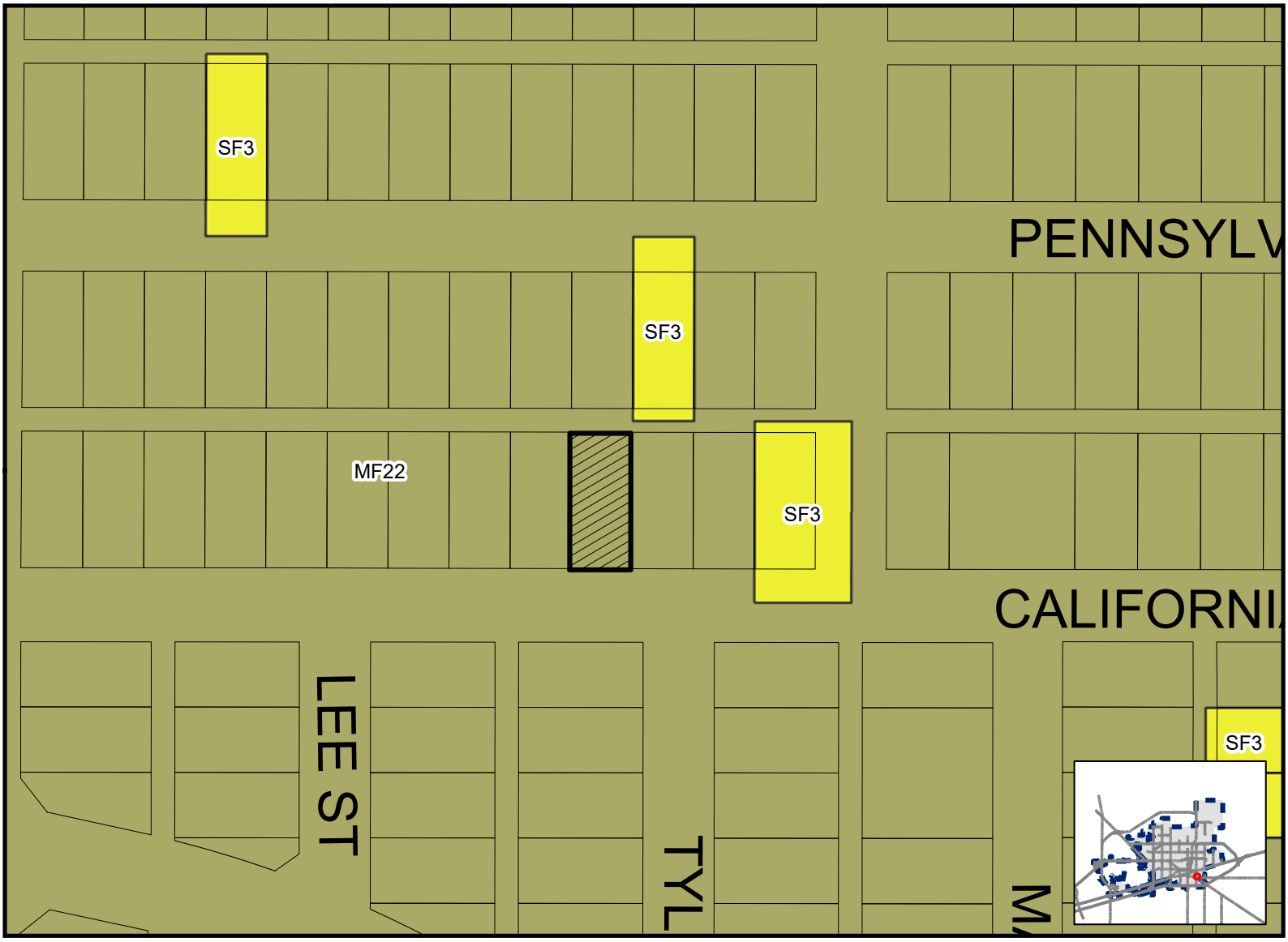
Generally located on the north side of East California Avenue, approximately 480-feet east of South Lamesa Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 11, 2022



Map By AW, 8/12/2022 **Z-22-0300** **Scale: 1" = 200'** **ZONING MAP**

© THE CITY OF MI
TO BE USED AS A PR
HEREIN.THE CITY OF
UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.









City Council Meeting

Item Number: 22

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: Knight 110 MIPA Unit H110SS; Knight 110 MIPA Unit H110UH; Knight 110 MIPA Unit H110WB; Knight 115 MIPA Unit H115LS; Knight 115 MIPA Unit H115WA; Knight 120 MIPA Unit H120MS; Knight 120 MIPA Unit H120WB; Knight 125 MIPA Unit H125WA; Knight 130 MIPA Unit H130LS; Knight 130 MIPA Unit H130SS; Knight 130 MIPA Unit H130WB; and Knight 135 MIPA Unit H135WA; said wells being generally located between 1,638 feet and 1,998 feet east of North A Street extension and between 1,832 feet and 2,020 feet south of W Loop 250 N (DISTRICT 3) (DEVELOPMENT SERVICES)**

Purpose:

The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: Knight 110 MIPA Unit H110SS; Knight 110 MIPA Unit H110UH; Knight 110 MIPA Unit H110WB; Knight 115 MIPA Unit H115LS; Knight 115 MIPA Unit H115WA; Knight 120 MIPA Unit H120MS; Knight 120 MIPA Unit H120WB; Knight 125 MIPA Unit H125WA; Knight 130 MIPA Unit H130LS; Knight 130 MIPA Unit H130SS; Knight 130 MIPA Unit H130WB; and Knight 135 MIPA Unit H135WA; said wells being generally located between 1,638 feet and 1,998 feet east of North A Street extension and between 1,832 feet and 2,020 feet south of W Loop 250 N. 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:

Directional / 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 site in detail and recommends approval. Per the City agreement requirements, Permian Deep Rock will be using 24 ft. tall sound walls on all sides of location during drilling and fracing. In addition, a quiet frac system will be used for all wells and truck traffic will enter from turn out lane off of Big Spring and follow a row to well locations and then exit leaving on Smith Road and then left on Veterans Parkway. A closed loop system will be used for drilling operations so no reserve pits or drillings will be on the property. A production tank battery will be located outside the city limits and transfer facility will be located on the North West corner of the actual well pad location. Permian Deep Rock has a surface agreement and lease agreement with the City of Midland. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

(1) requests variance to residence or commercial structure within 500 feet.
Knight 110 MIPA Unit H110SS - Variance of 341 feet.
Knight 110 MIPA Unit H120MS - Variance 338 feet.
Knight 110 MIPA Unit H125WA – Variance 489 feet.
Knight 110 MIPA Unit H130LS – Variance 465 feet
Knight 110 MIPA Unit H130SS – Variance 338 feet
Knight 110 MIPA Unit H130WB – Variance 476 feet
Knight 110 MIPA Unit H135WA – Variance 455 feet
(2) requests to allow for twenty-four-hour fracing operations.
(3) requests variance for fence of the drill pad instead of individual well
(4) request a variance to the landscaping and irrigation to follow the Surface Agreement.
(5) requests variance to remove drill cuttings from the location per the Surface Agreement with the City of Midland.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location;

Morris Williams Jr.

City Manager's Office

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 110 MIPA Unit H110SS

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: SHL: 2020' FNL & 1808' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

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* : 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)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

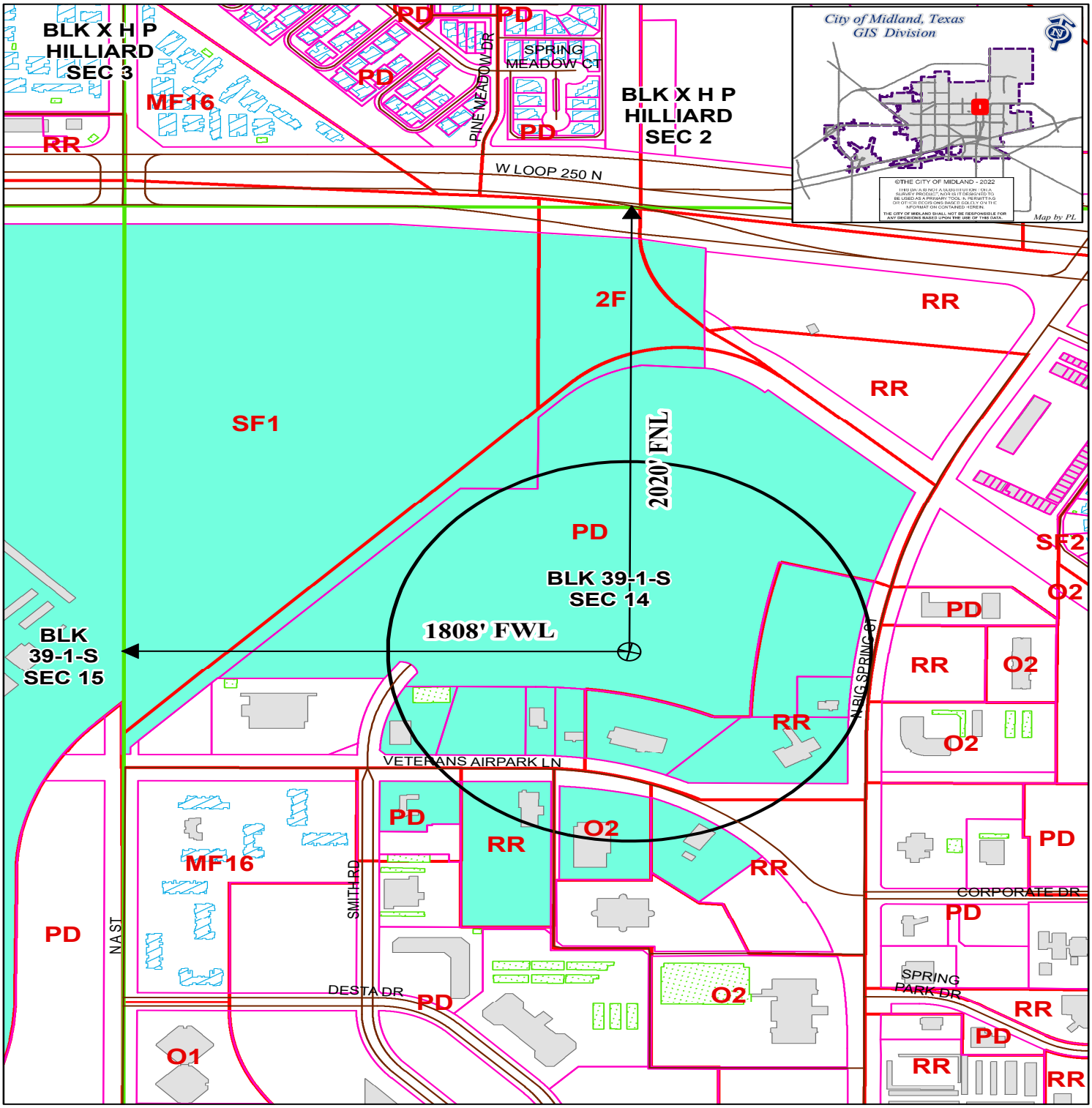
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045578 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,020' FNL and 1,808' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,808 feet east of North A Street extension and 2,020 feet south of W Loop 250 N.

Knight 110 MIPA Unit H110SS

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	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:

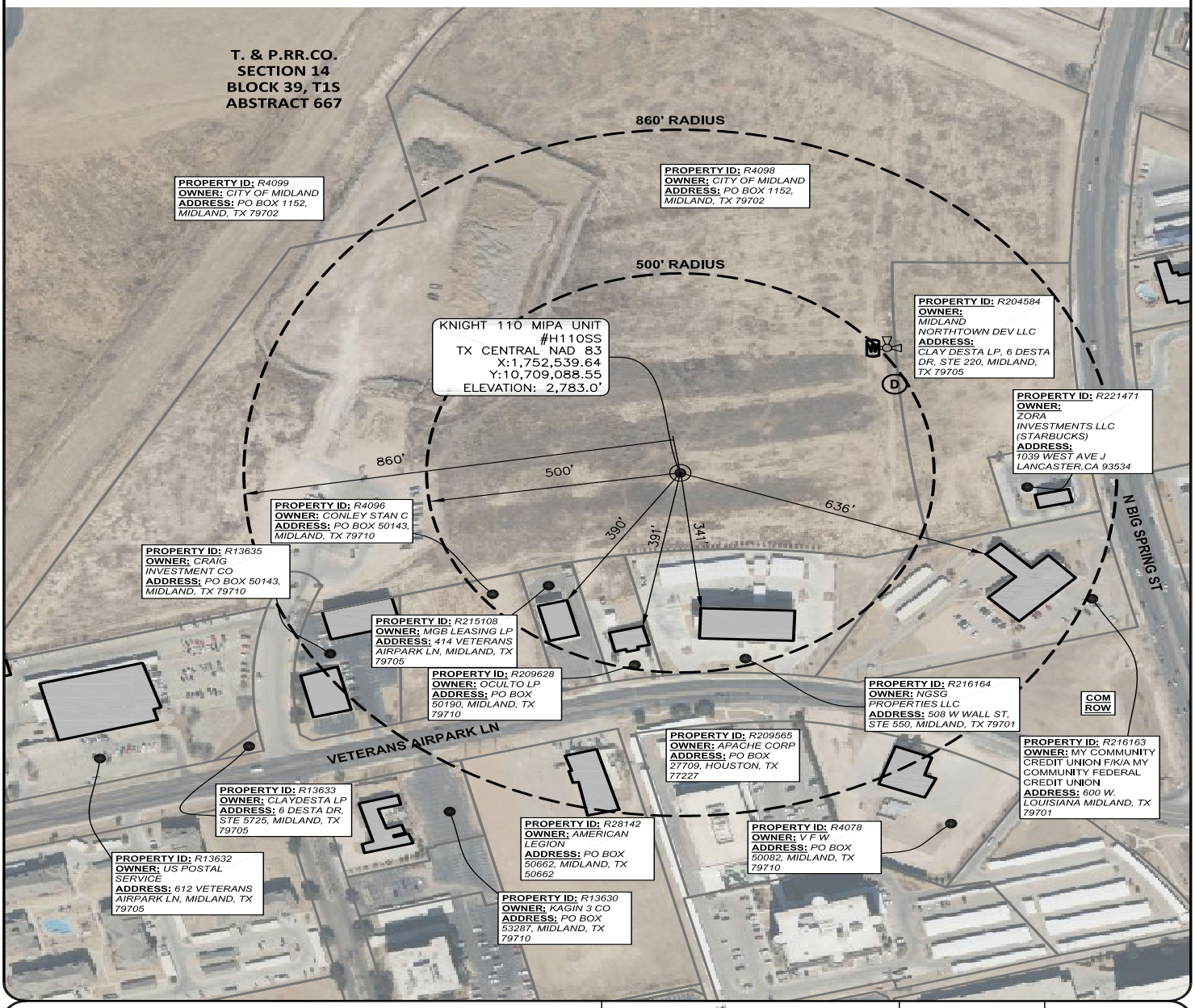
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N / W / E / S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 110 MIPA UNIT #H110SS
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,808' FSWL & 2,020' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

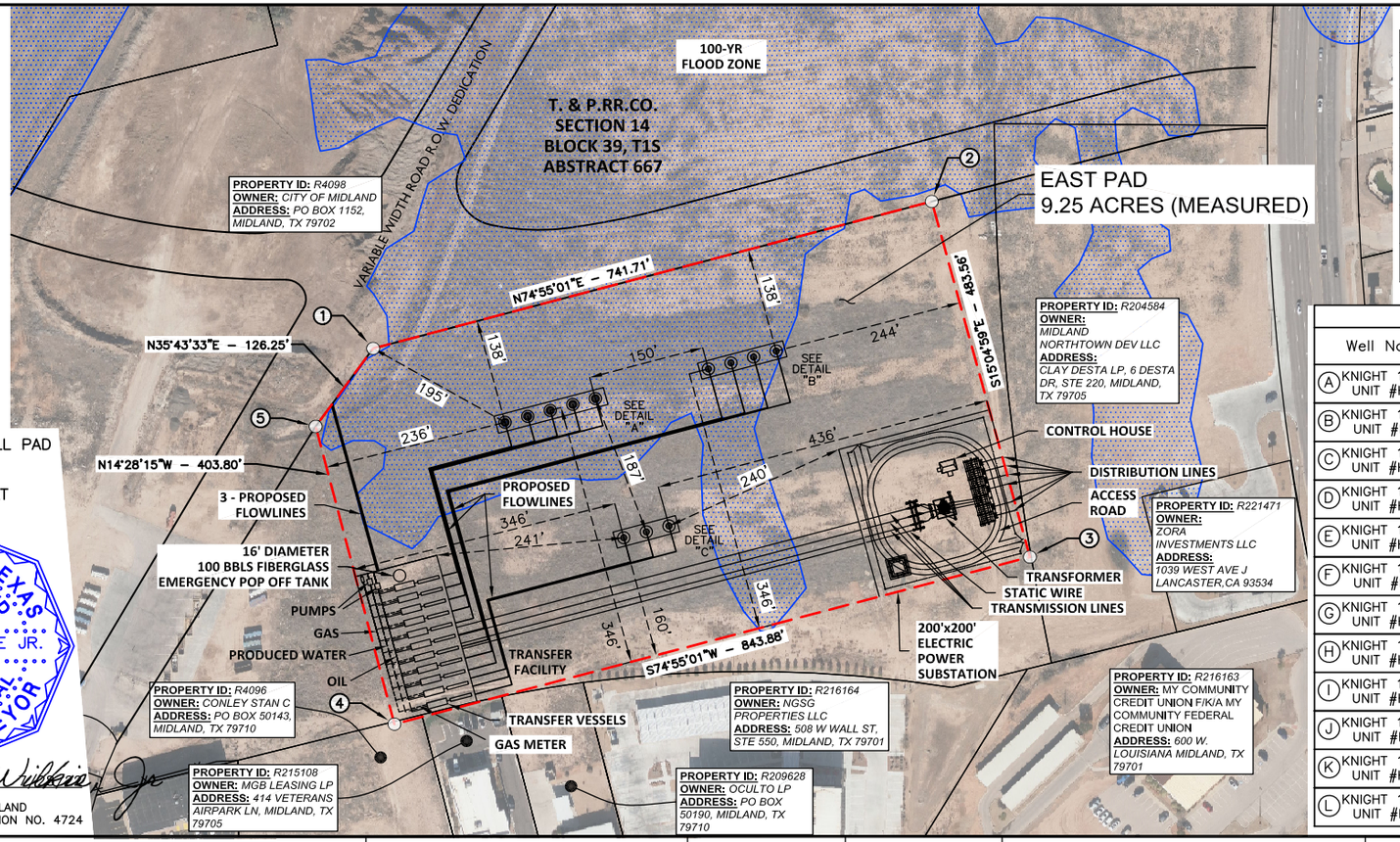
DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

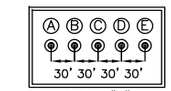
Date: Jun 30, 2022, 7:03pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 110SS – NAD 83.dwg

MIDLAND COUNTY, TEXAS

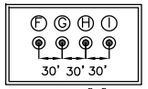


Coordinates			
Corner No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
①	N: 866745.51 E: 1455693.62	Lat: 32°02'16.57" Long: –102°05'23.09"	2,783.4'
②	N: 866938.51 E: 1456409.77	Lat: 32°02'18.59" Long: –102°05'14.81"	2,787.3'
③	N: 866471.61 E: 1456535.60	Lat: 32°02'13.99" Long: –102°05'13.26"	2,784.0'
④	N: 866252.03 E: 1455720.80	Lat: 32°02'11.69" Long: –102°05'22.69"	2,785.3'
⑤	N: 866643.02 E: 1455619.90	Lat: 32°02'15.54" Long: –102°05'23.93"	2,784.2'

Well Information			
Well No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
(A) KNIGHT 135 MIPA UNIT #H135WA	N: 866648.48 E: 1455862.69	Lat: 32°02'15.63" Long: 102°05'21.11"	2,781.6'
(B) KNIGHT 130 MIPA UNIT #H130LS	N: 866656.28 E: 1455891.65	Lat: 32°02'15.71" Long: 102°05'20.78"	2,782.2'
(C) KNIGHT 130 MIPA UNIT #H130WB	N: 866664.08 E: 1455920.62	Lat: 32°02'15.80" Long: 102°05'20.44"	2,782.0'
(D) KNIGHT 125 MIPA UNIT #H125WA	N: 866671.88 E: 1455949.59	Lat: 32°02'15.88" Long: 102°05'20.11"	2,782.7'
(E) KNIGHT 120 MIPA UNIT #H120WB	N: 866679.67 E: 1455978.56	Lat: 32°02'15.96" Long: 102°05'19.77"	2,783.3'
(F) KNIGHT 115 MIPA UNIT #H115LS	N: 866718.67 E: 1456123.40	Lat: 32°02'16.37" Long: 102°05'18.10"	2,783.7'
(G) KNIGHT 115 MIPA UNIT #H115WA	N: 866726.47 E: 1456152.37	Lat: 32°02'16.45" Long: 102°05'17.76"	2,783.9'
(H) KNIGHT 110 MIPA UNIT #H110WB	N: 866734.27 E: 1456181.34	Lat: 32°02'16.53" Long: 102°05'17.43"	2,784.6'
(I) KNIGHT 110 MIPA UNIT #H110UH	N: 866742.06 E: 1456210.31	Lat: 32°02'16.61" Long: 102°05'17.09"	2,786.0'
(J) KNIGHT 130 MIPA UNIT #H130SS	N: 866496.84 E: 1456014.91	Lat: 32°02'14.16" Long: 102°05'19.32"	2,783.0'
(K) KNIGHT 120 MIPA UNIT #H120MS	N: 866504.64 E: 1456043.88	Lat: 32°02'14.24" Long: 102°05'18.98"	2,782.6'
(L) KNIGHT 110 MIPA UNIT #H110SS	N: 866512.44 E: 1456072.85	Lat: 32°02'14.32" Long: 102°05'18.65"	2,782.6'



DETAIL "A"
NOT TO SCALE



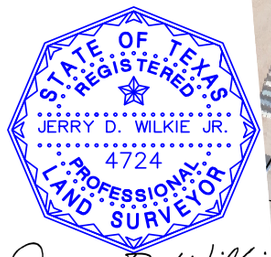
DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

TOTAL AREA OF WELL PAD

= 9.25 ACRES
= 402,945 SQ. FEET



JERRY D. WILKIE, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 4724

EXHIBIT "G"

KNIGHT 135 MIPA UNIT #H135WA, KNIGHT 130 MIPA UNIT #H130LS, KNIGHT 130 MIPA UNIT #H130WB, KNIGHT 125 MIPA UNIT #H125WA, KNIGHT 120 MIPA UNIT #H120WB, KNIGHT 115 MIPA UNIT #H115LS, KNIGHT 115 MIPA UNIT #H115WA, KNIGHT 110 MIPA UNIT #H110WB, KNIGHT 110 MIPA UNIT #H110UH, KNIGHT 130 MIPA UNIT #H130SS, KNIGHT 120 MIPA UNIT #H120MS, & KNIGHT 110 MIPA UNIT #H110SS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667 OF THE CITY MIDLAND, MIDLAND COUNTY, TEXAS.

REV. 3

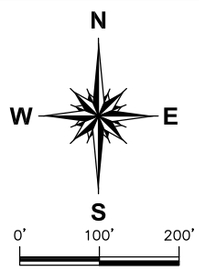
DRAWING NAME: EXHIBIT "G" - KNIGHT MIPA EAST PAD

PERMIAN DEEP ROCK OIL COMPANY

ATWELL

DRAWN	MA	DATE	01/03/22
CHECKED	LF	DATE	01/03/22
APP'D		DATE	
SCALE	1"=200'	PAGE	1 OF 2

REV#	DATE	DESC.
1 - MA	01/20/22	PAD REVISION
2 - MA	02/22/22	PAD REVISION
3 - MA	07/20/22	PAD REVISION
JOB NO.	21003805	



LEGEND

PAD LINE

SURFACE HOLE LOCATION

NOTES

1. ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC ON JUNE 16, 2022.

Date: Jul 28, 2022, 11:49am User ID: malfaro
File: K:\21003805 – Arrington – MIPA Wells East Pad\11 MAPPING\00 PLAN SETS\00 PLAT – TENTATIVE PRELIM\01 REV 0\Exhibit G\Rev3\21003805 – Arrington – MIPA Wells East Pad – Exhibit G – Rev3.dwg

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 110 MIPA Unit H110UH

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: SHL: 1832' FNL & 1998' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

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* : 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)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

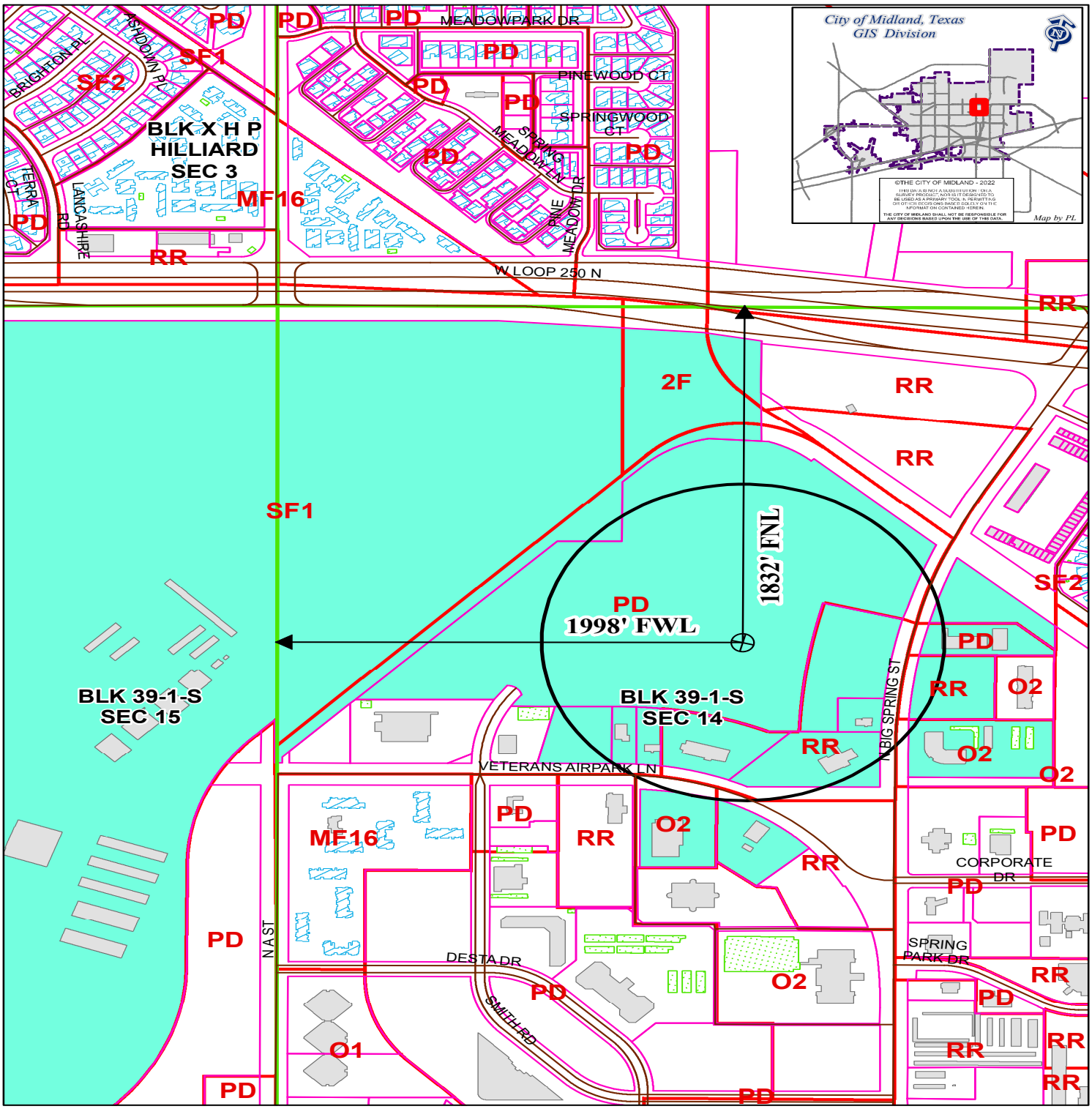
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045583 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,832' FNL and 1,998' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,998 feet east of North A Street extension and 1,832 feet south of W Loop 250 N.

Knight 110 MIPA Unit H110UH

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CLRS	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

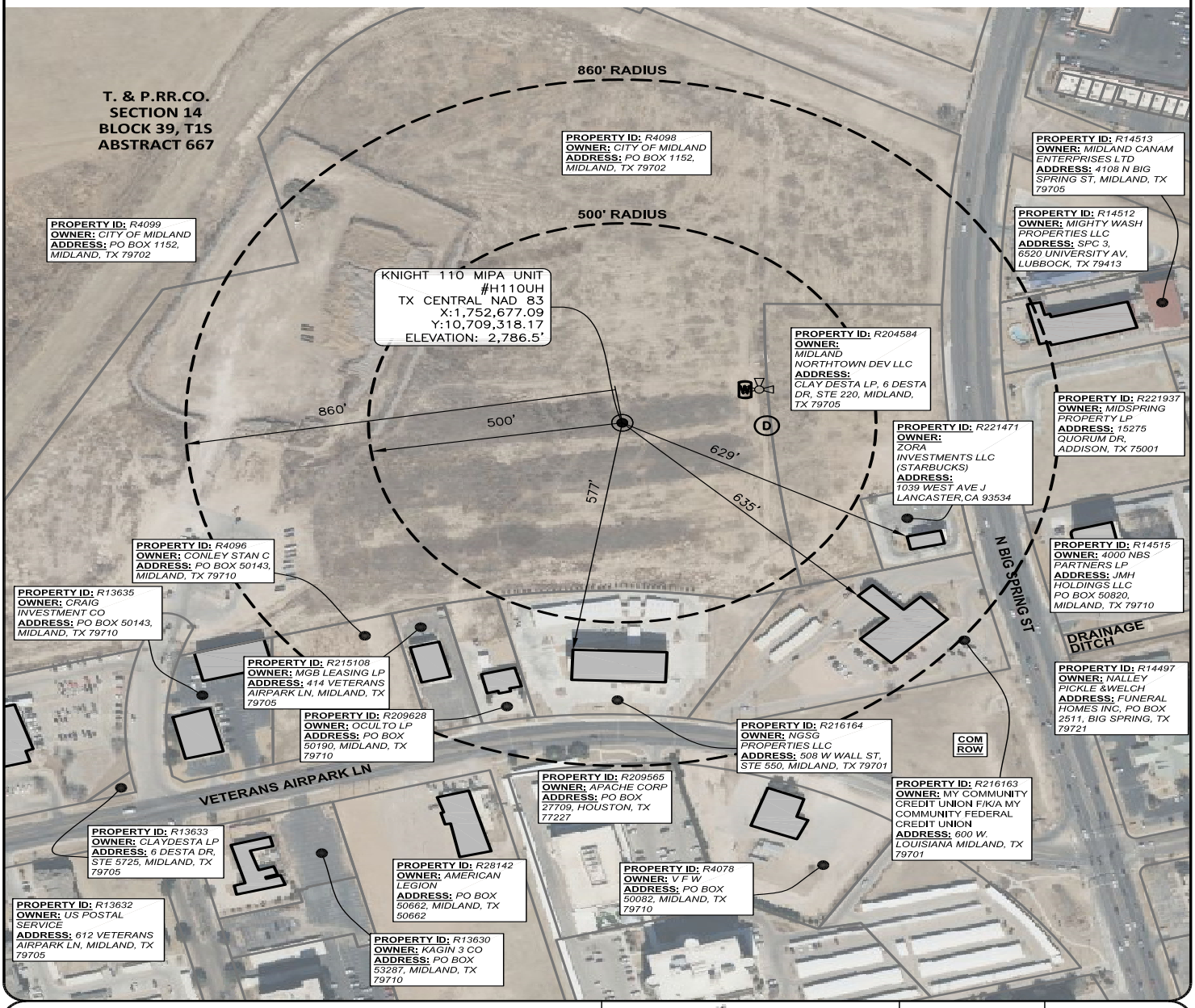
NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 110 MIPA UNIT #H110UH
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,998' FSWL & 1,832' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 7:09pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 110UH – NAD 83.dwg

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

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2.

3.

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Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 110 MIPA Unit H110WB

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: SHL: 1832' FNL & 1968' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

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***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

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Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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See Exhibit "O"

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***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

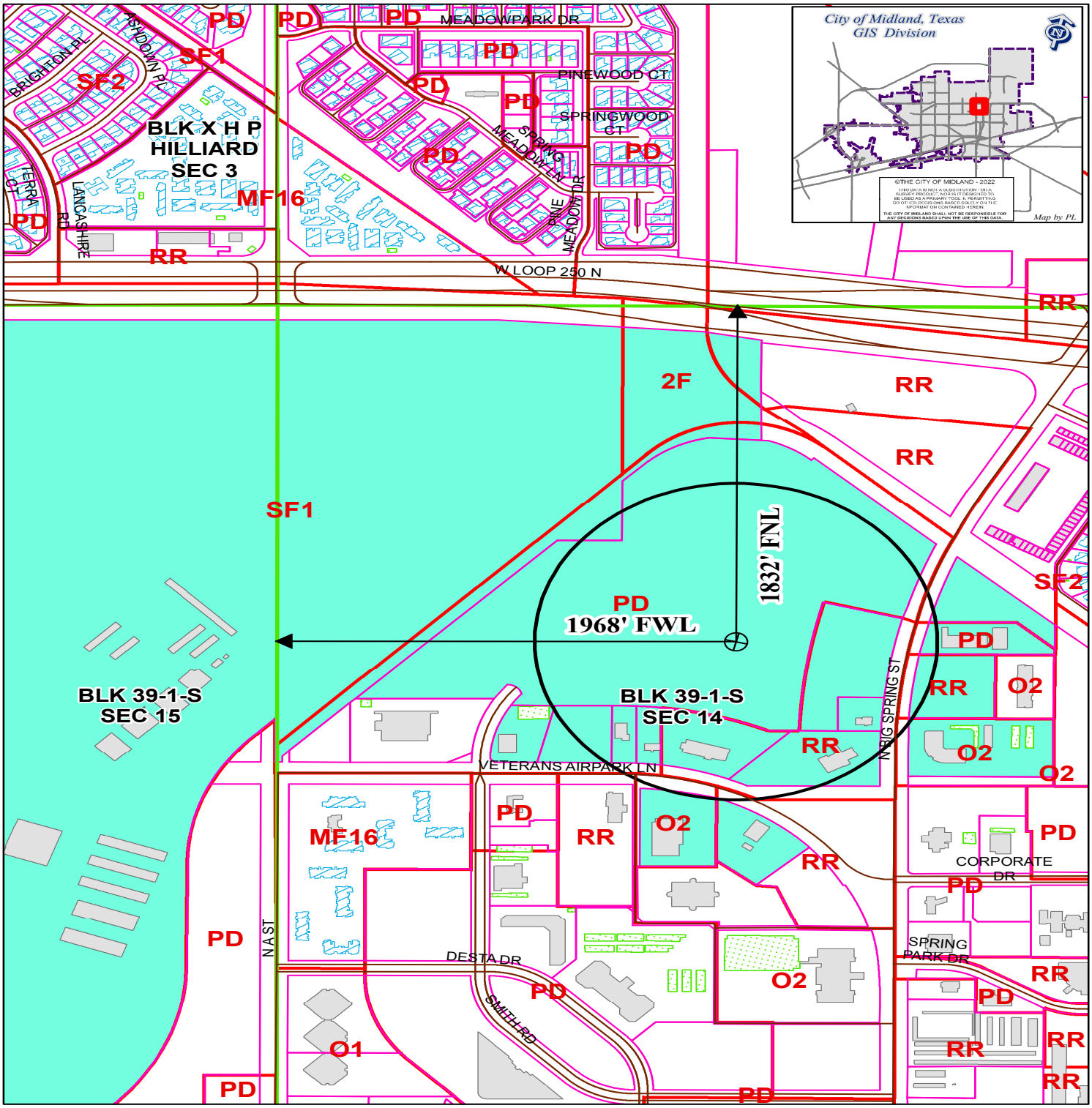
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045584 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,832' FNL and 1,968' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,968 feet east of North A Street extension and 1,832 feet south of W Loop 250 N.

Knight 110 MIPA Unit H110WB

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CLRS	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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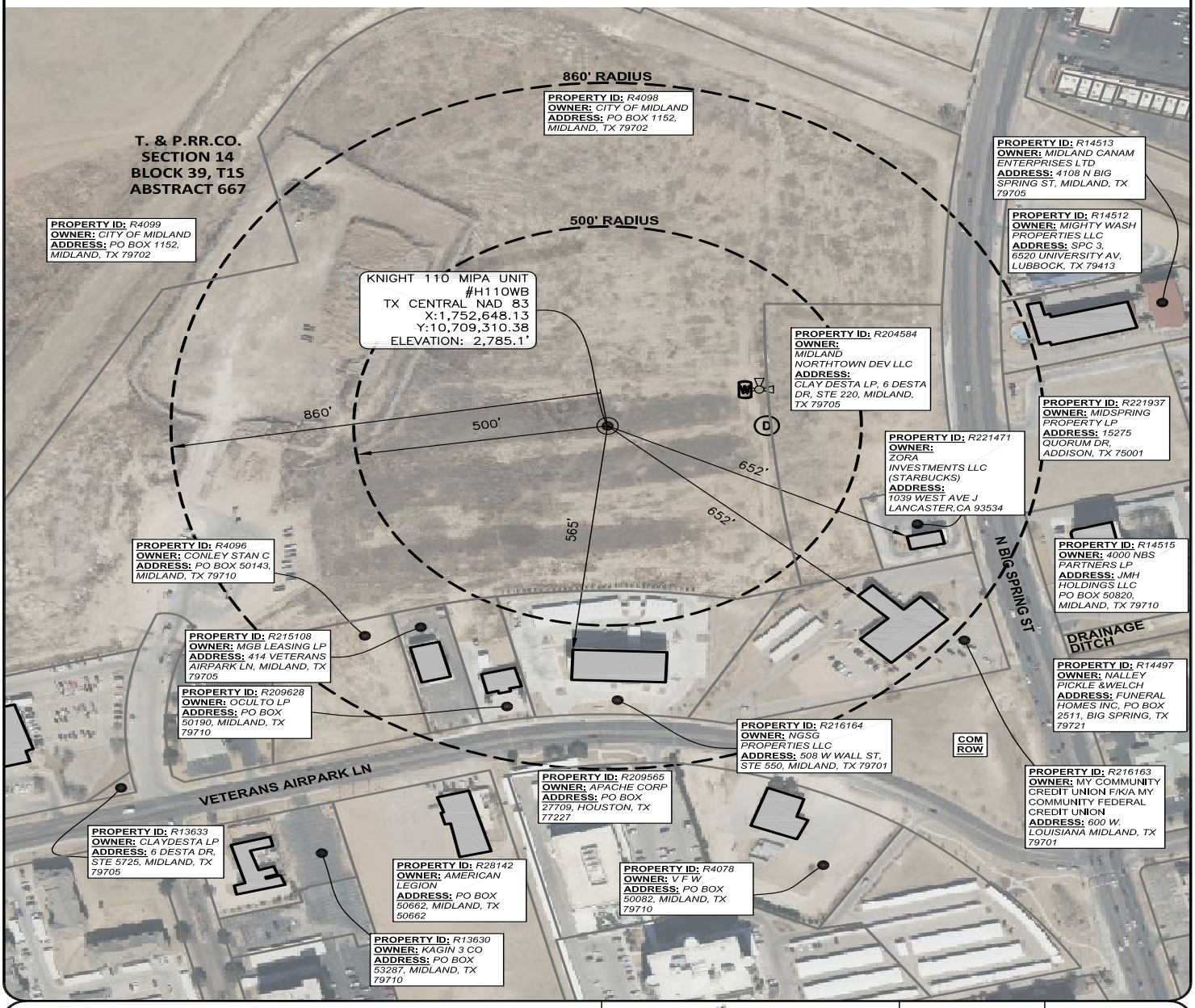
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 110 MIPA UNIT #H110WB
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,968' FSWL & 1,832' FNWL

NOTES:
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PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 3:54pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 110WB – NAD 83.dwg

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 115 MIPA Unit H115LS

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: SHL: 1833' FNL & 1908' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

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* : 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)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

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***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

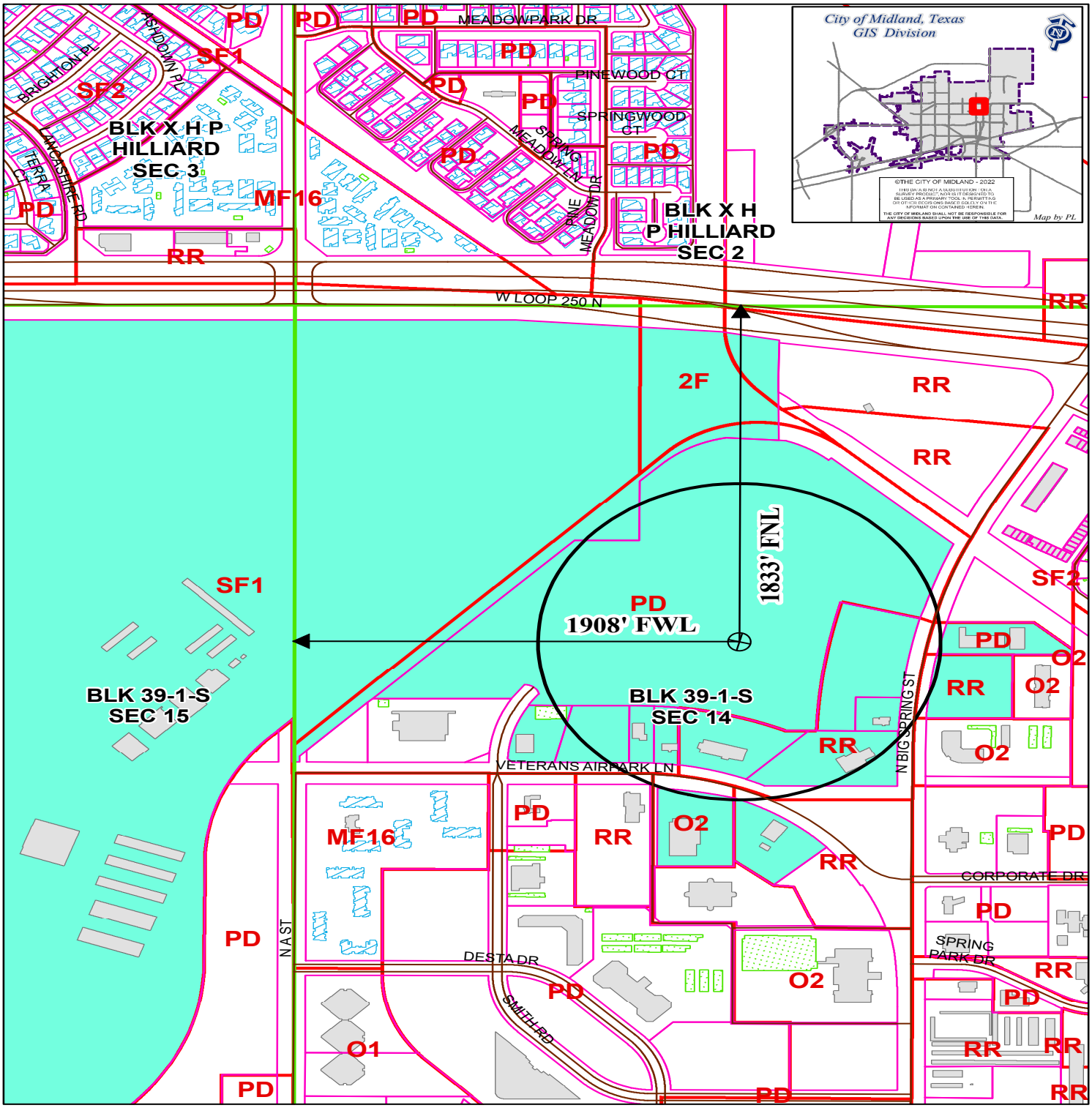
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045585 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,833' FNL and 1,908' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,908 feet east of North A Street extension and 1,833 feet south of W Loop 250 N.

Knight 115 MIPA Unit H115LS

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:

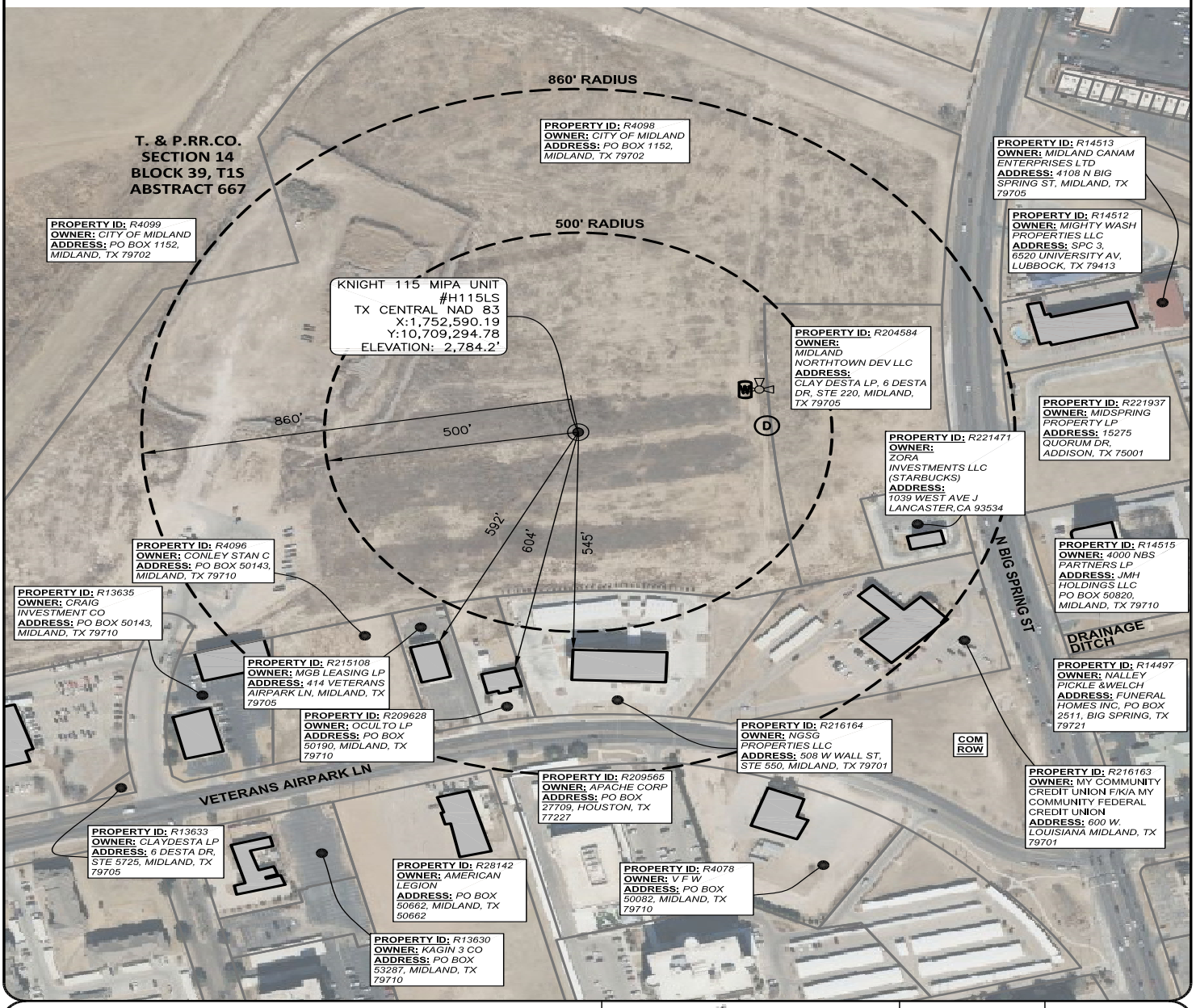
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N / W / E / S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 115 MIPA UNIT #H115LS
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,908' FSWL & 1,833' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME WELL RADIUS
JOB NO. 21003805

Date: Jun 30, 2022, 4:25pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 115LS – NAD 83.dwg

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 115 MIPA Unit H115WA

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: SHL: 1833' FNL & 1938' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

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See Exhibit "N"

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V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

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Notary Public, State of Texas
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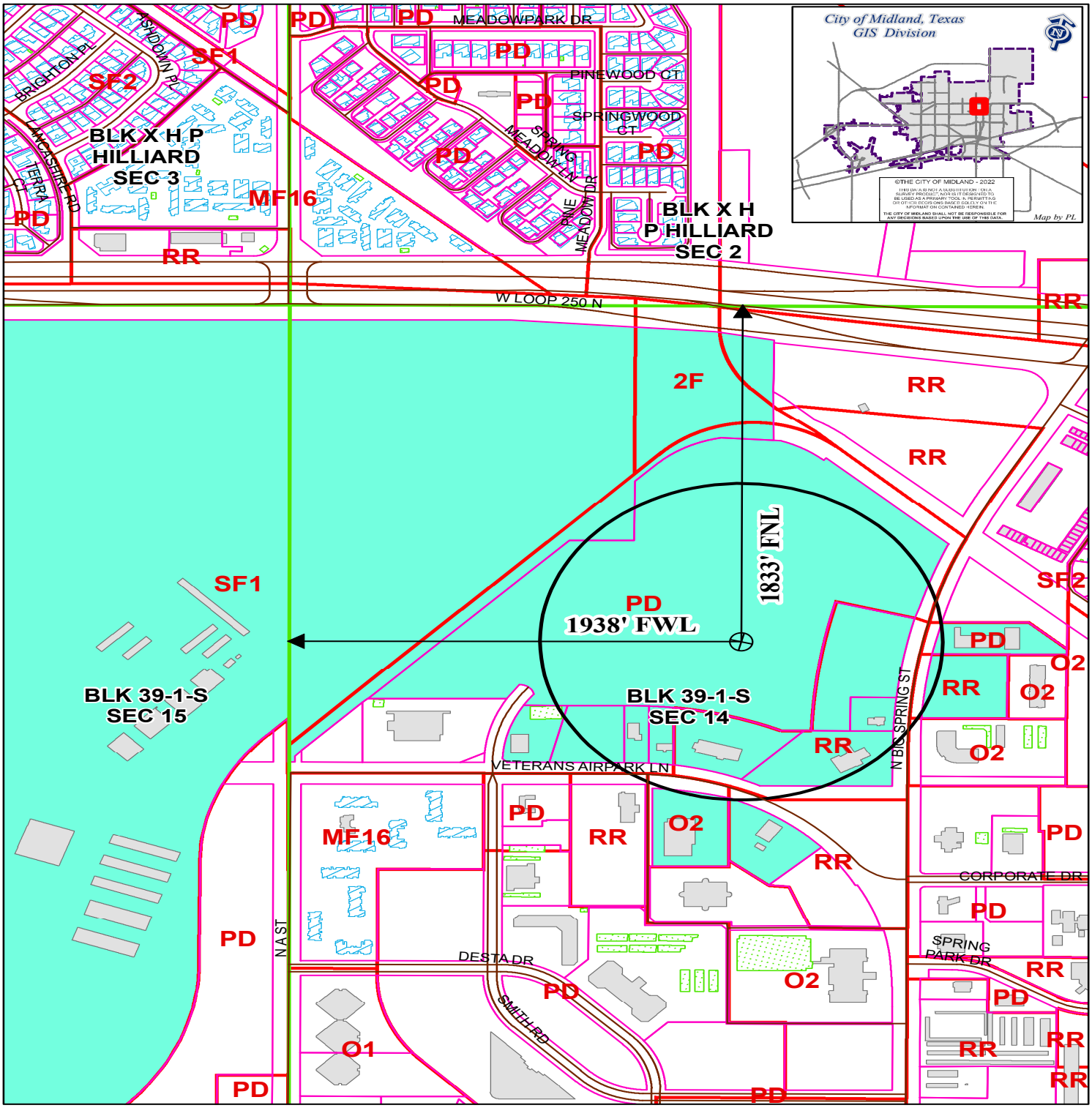

LOCATION AND ZONING MAP

Oil - 045586 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,833' FNL and 1,938' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,938 feet east of North A Street extension and 1,833 feet south of W Loop 250 N.

Knight 115 MIPA Unit H115WA

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOCAL RETAIL
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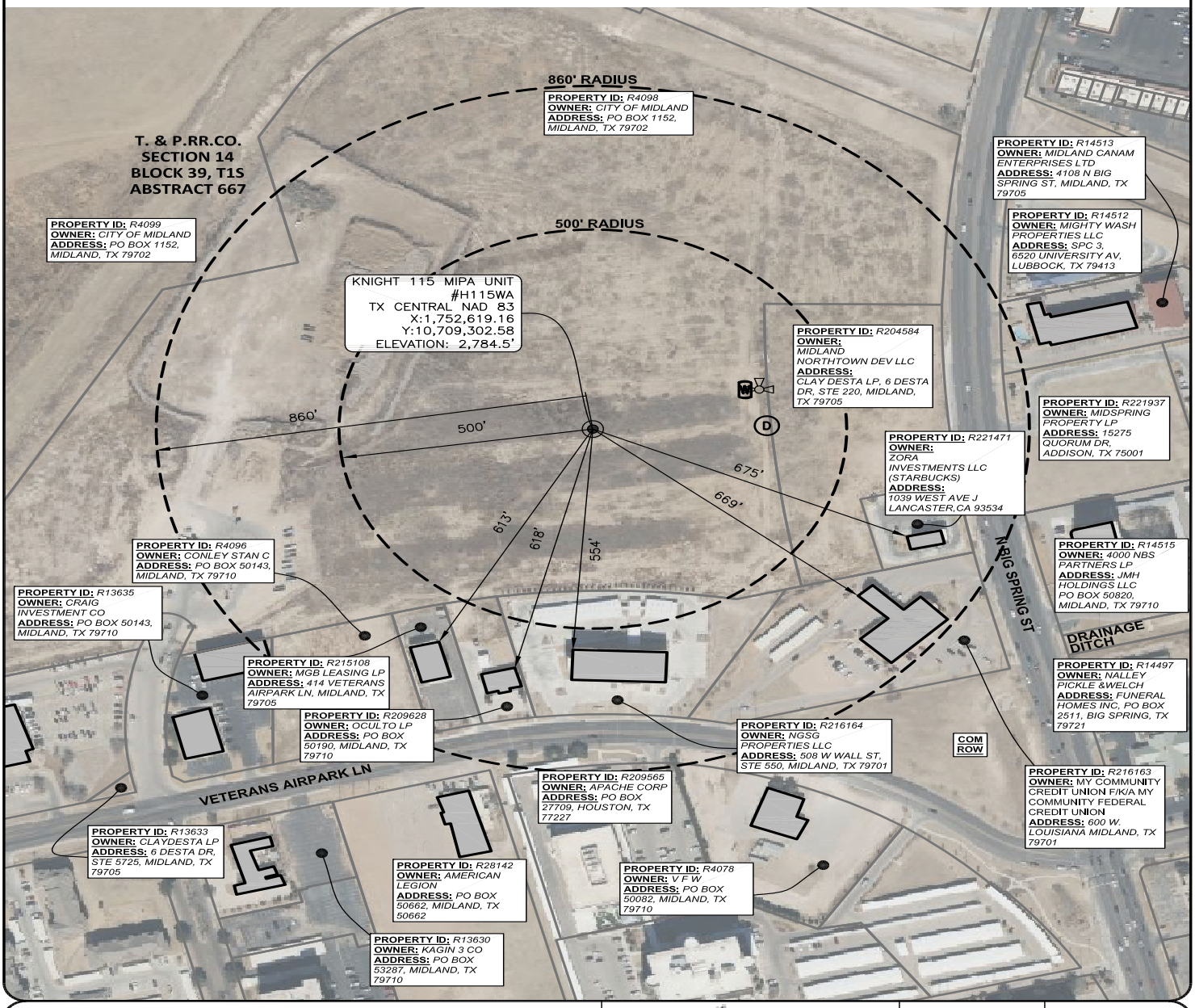
SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N / W / E / S

0' 150' 300'



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WELL RADIUS

PROPOSED KNIGHT 115 MIPA UNIT #H115WA
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,938' FSWL & 1,833' FNWL

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PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
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APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 4:03pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 115WA – NAD 83.dwg

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(Pursuant to Midland City Ordinance No. 8769)

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08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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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IV. Well & Operations Information

Proposed Well Name: Knight 120 MIPA Unit H120MS

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: SHL: 2020' FNL & 1778' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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(1) Drilling: None

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

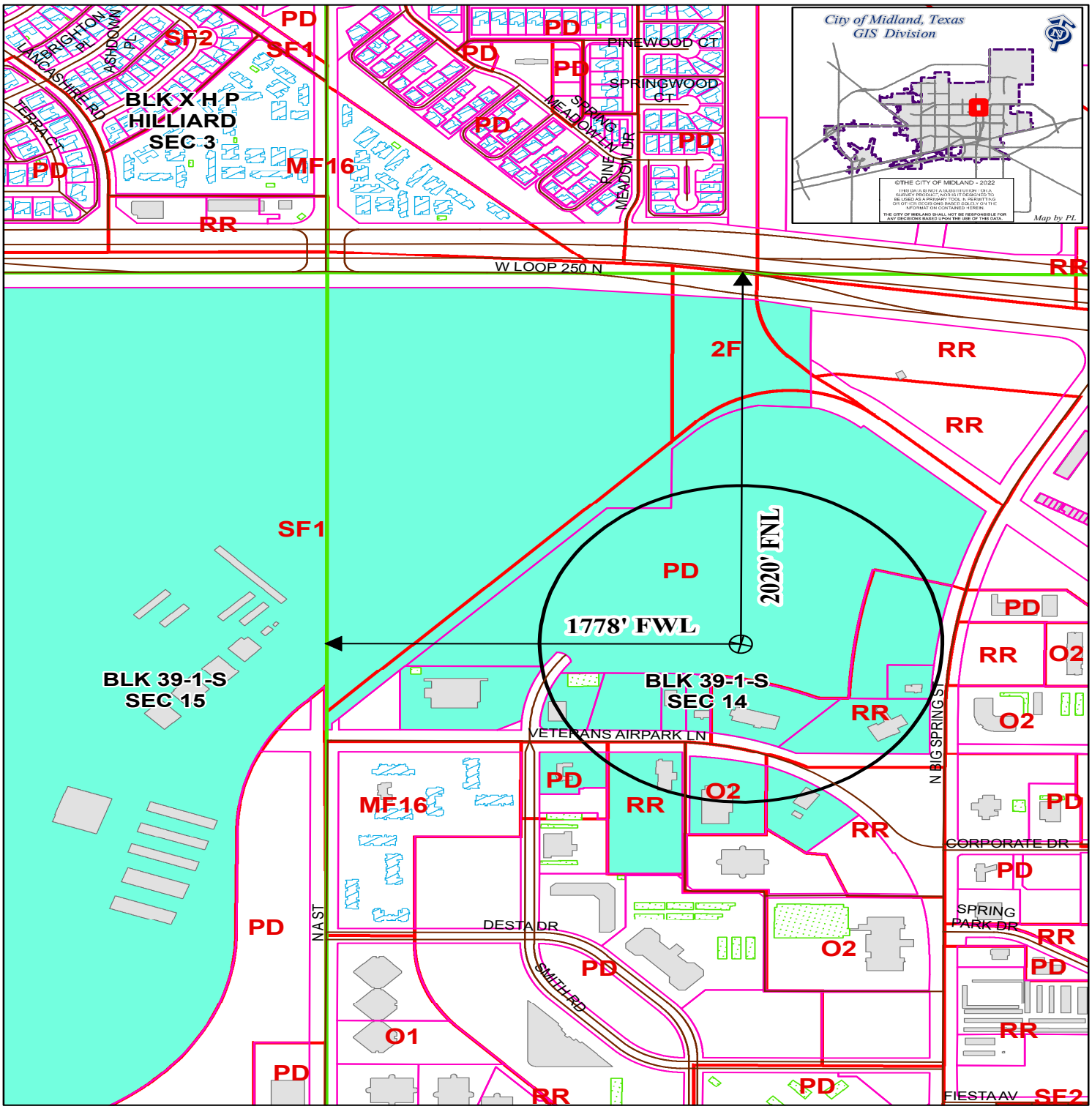
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045587 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,020' FNL and 1,778' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,778 feet east of North A Street extension and 2,020 feet south of W Loop 250 N.

Knight 120 MIPA Unit H120MS

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	GENERAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:

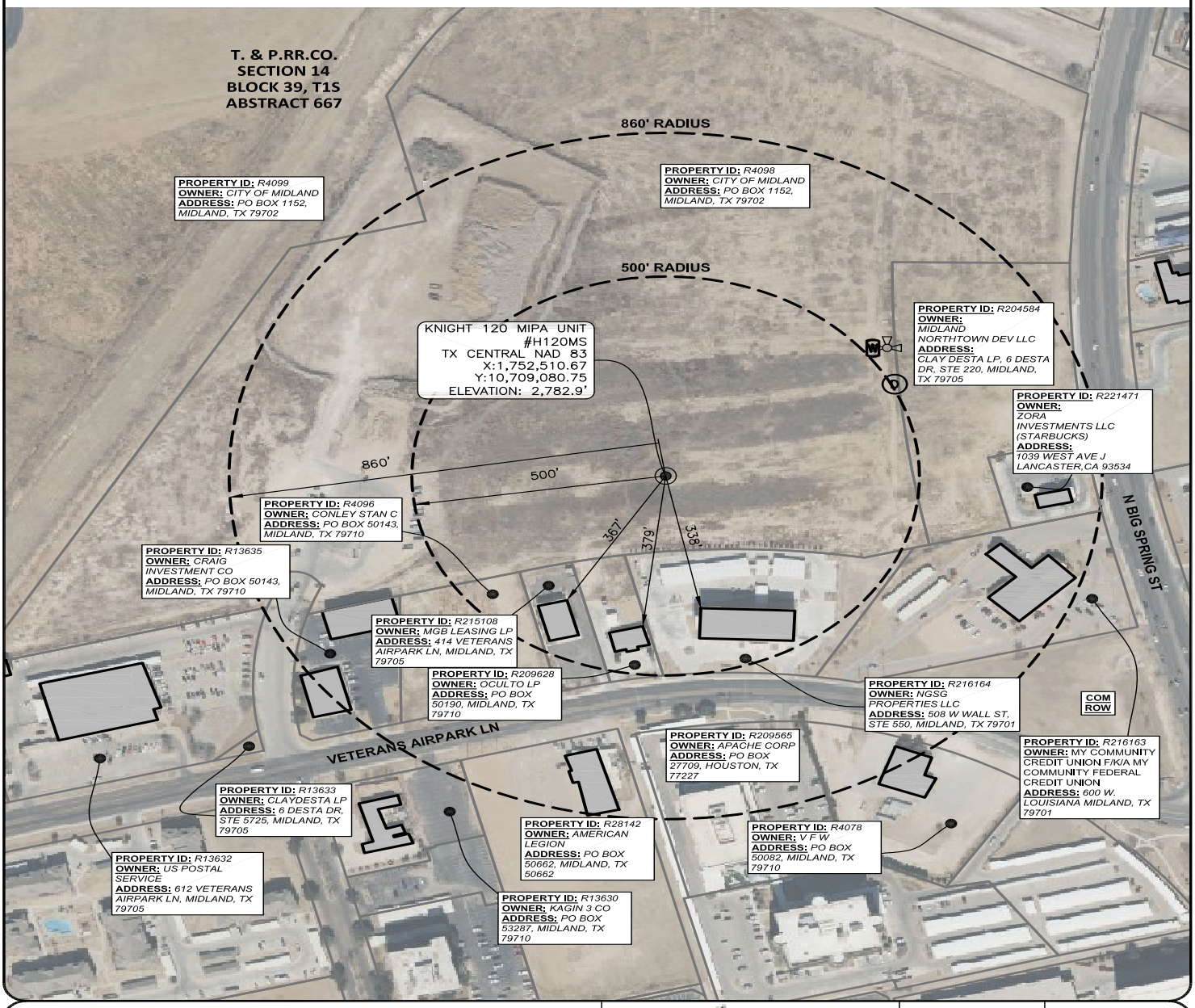
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N / W / E / S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 120 MIPA UNIT #H120MS
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,778' FSWL & 2,020' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 7:18pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23944\21003805 – WELL RADIUS – KNIGHT H 120MS – NAD 83.dwg

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 120 MIPA Unit H120WB

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: SHL: 1834' FNL & 1758' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

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* : 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)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

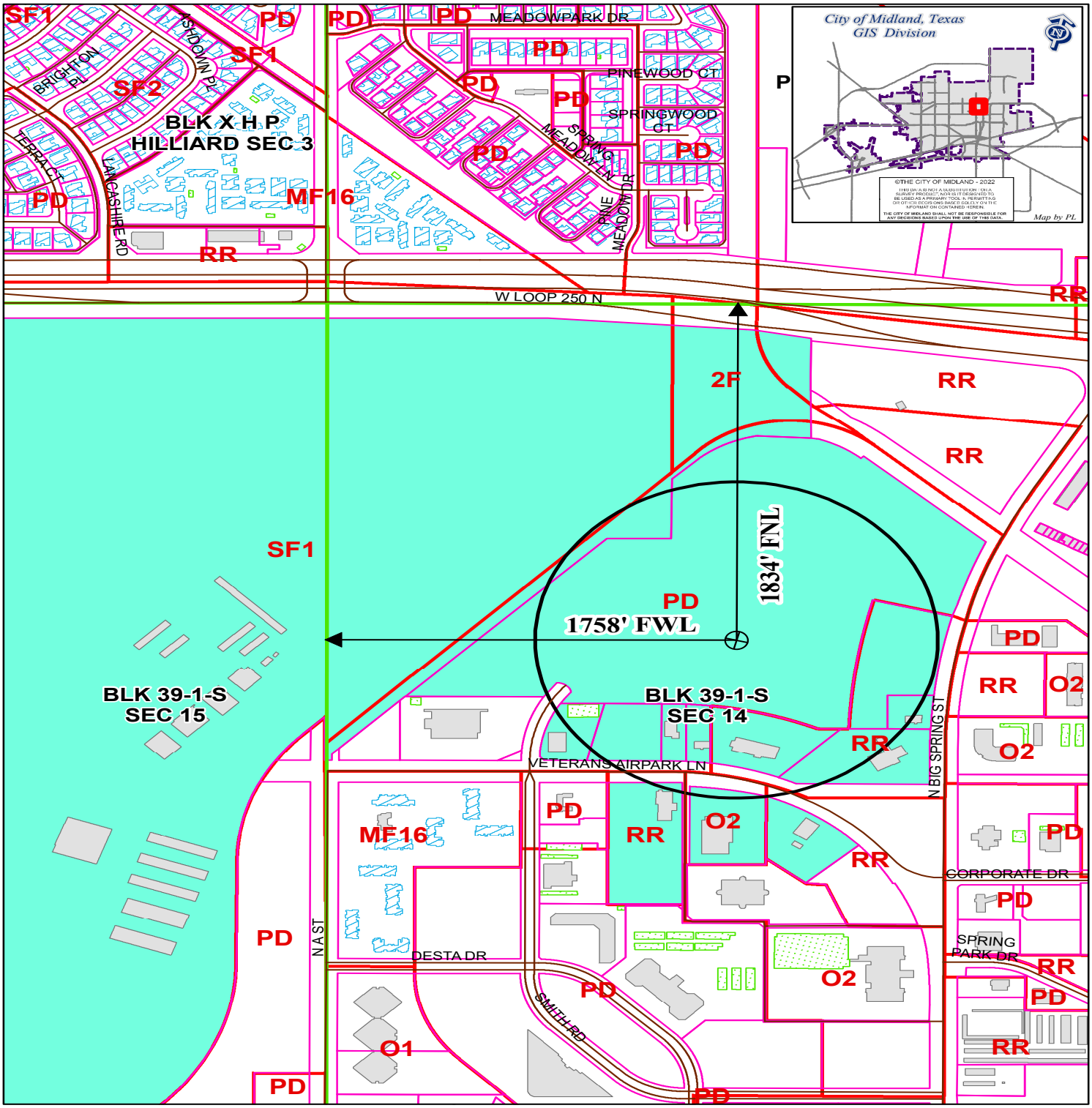
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045588 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,834' FNL and 1,758' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,758 feet east of North A Street extension and 1,834 feet south of W Loop 250 N.

Knight 120 MIPA Unit H120WB

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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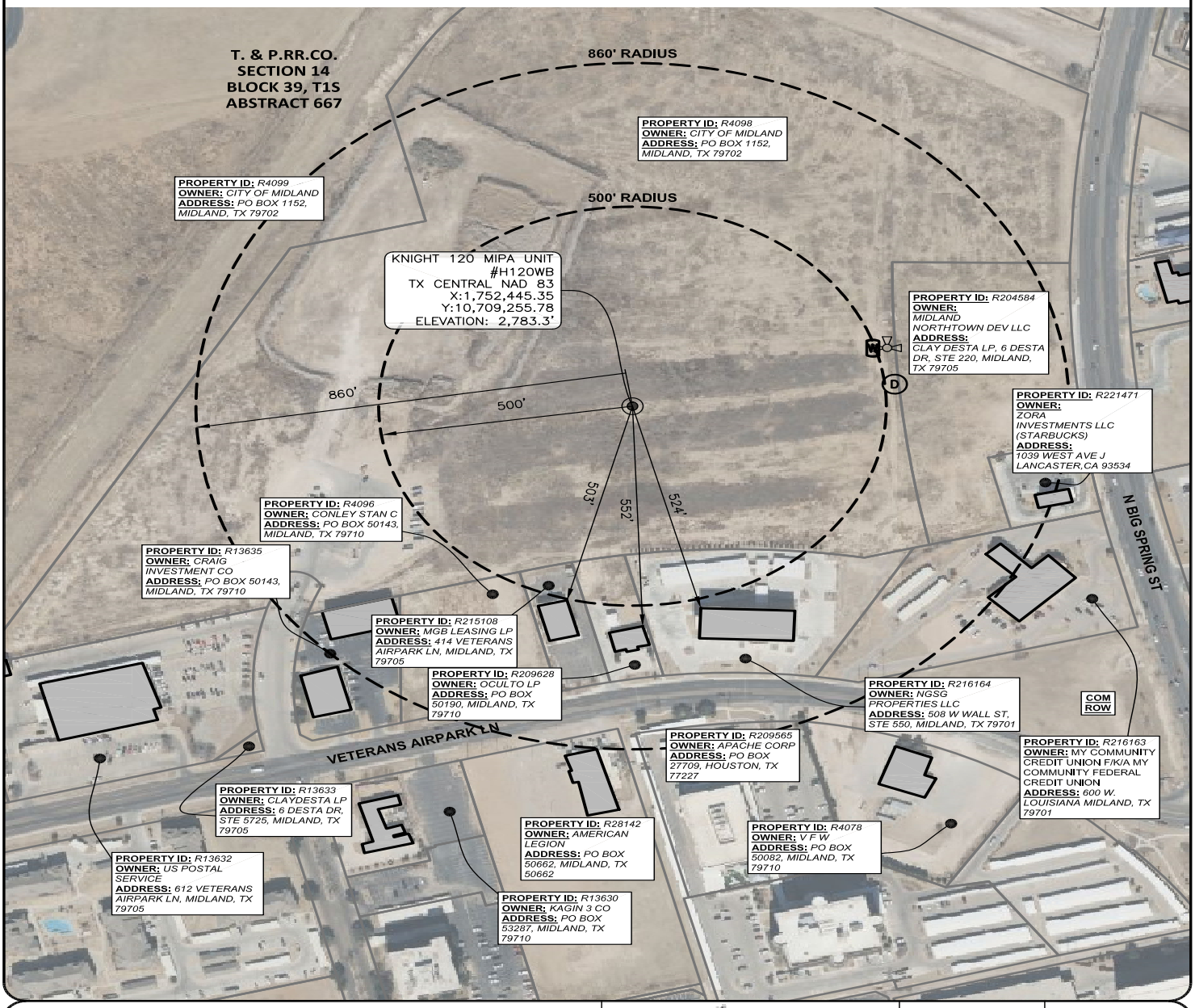
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N / W / E / S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 120 MIPA UNIT #H120WB
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,758' FSWL & 1,834' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 4:38pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 120WB – NAD 83.dwg

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 125 MIPA Unit H125WA

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: SHL: 1834' FNL & 1728' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

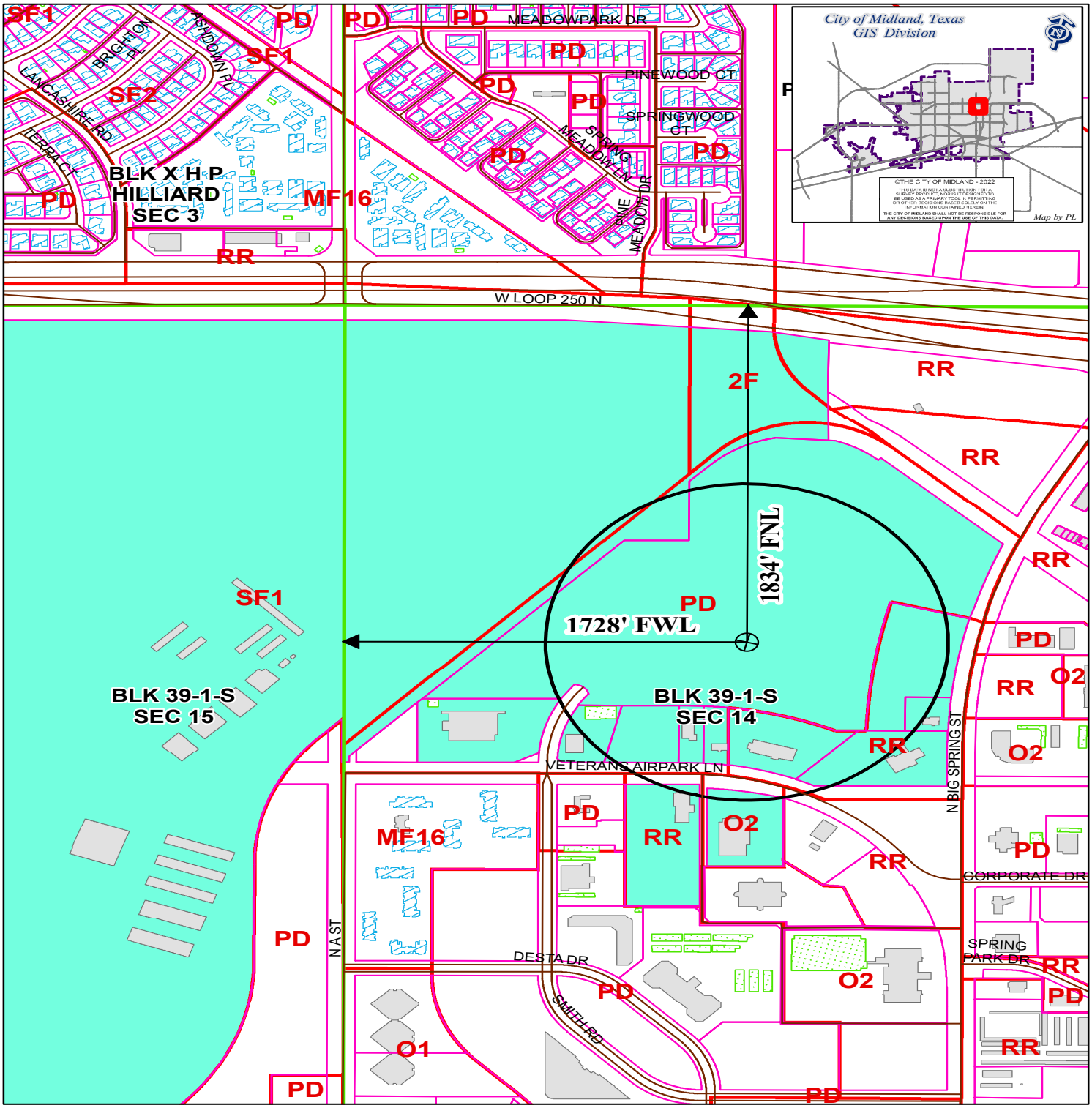
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045589 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,834' FNL and 1,728' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,728 feet east of North A Street extension and 1,834 feet south of W Loop 250 N.

Knight 125 MIPA Unit H125WA

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOCAL RETAIL
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TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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SYMBOL LEGEND:

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N
W E
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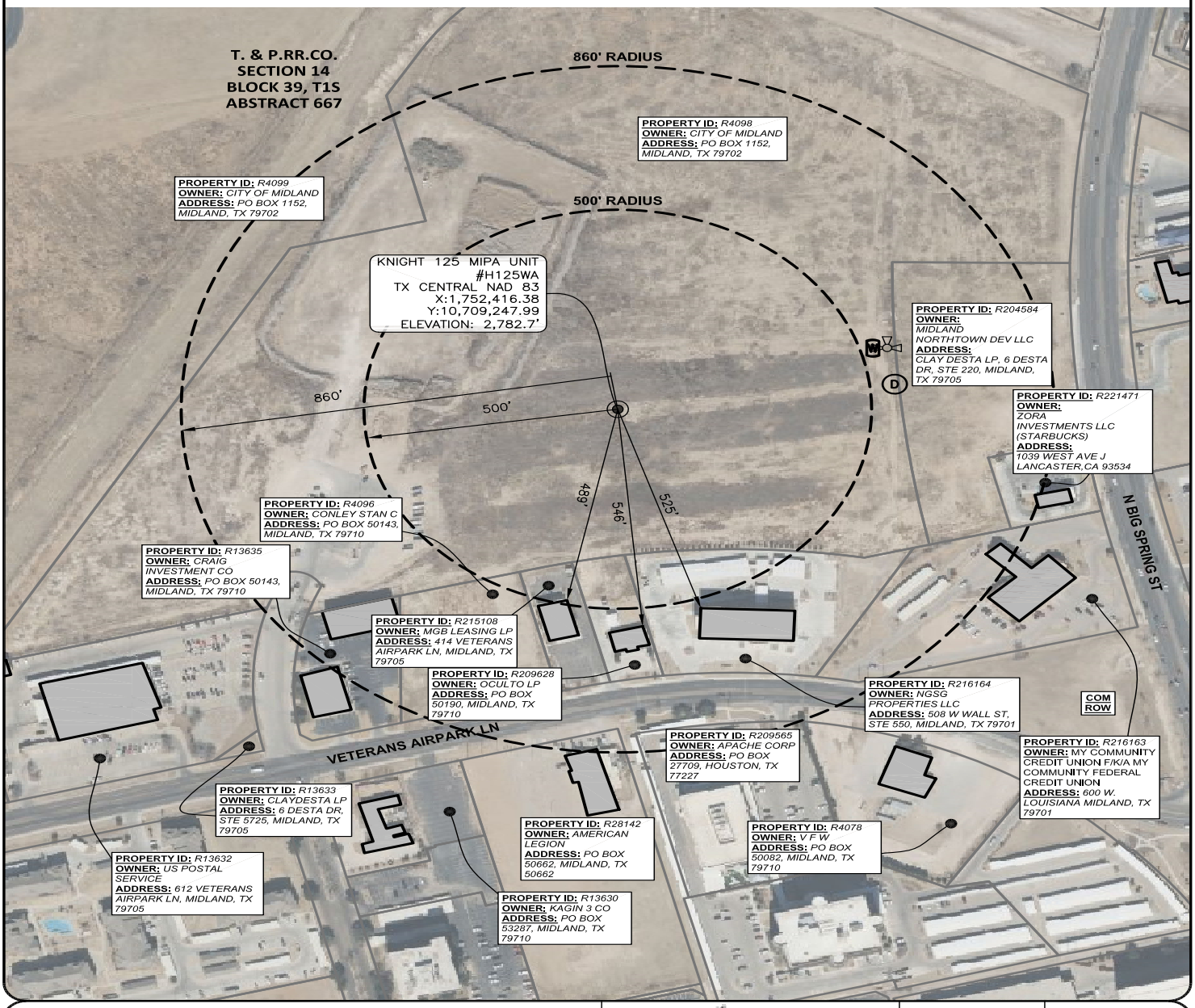

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WELL RADIUS

PROPOSED KNIGHT 125 MIPA UNIT #H125WA
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,728' FSWL & 1,834' FNWL

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PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 5:22pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 125WA – NAD 83.dwg

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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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IV. Well & Operations Information

Proposed Well Name: Knight 130 MIPA Unit H130LS

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: SHL: 1835' FNL & 1668' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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(1) Drilling: None

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See Exhibit "N"

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See Exhibit "O"

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)].**

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***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

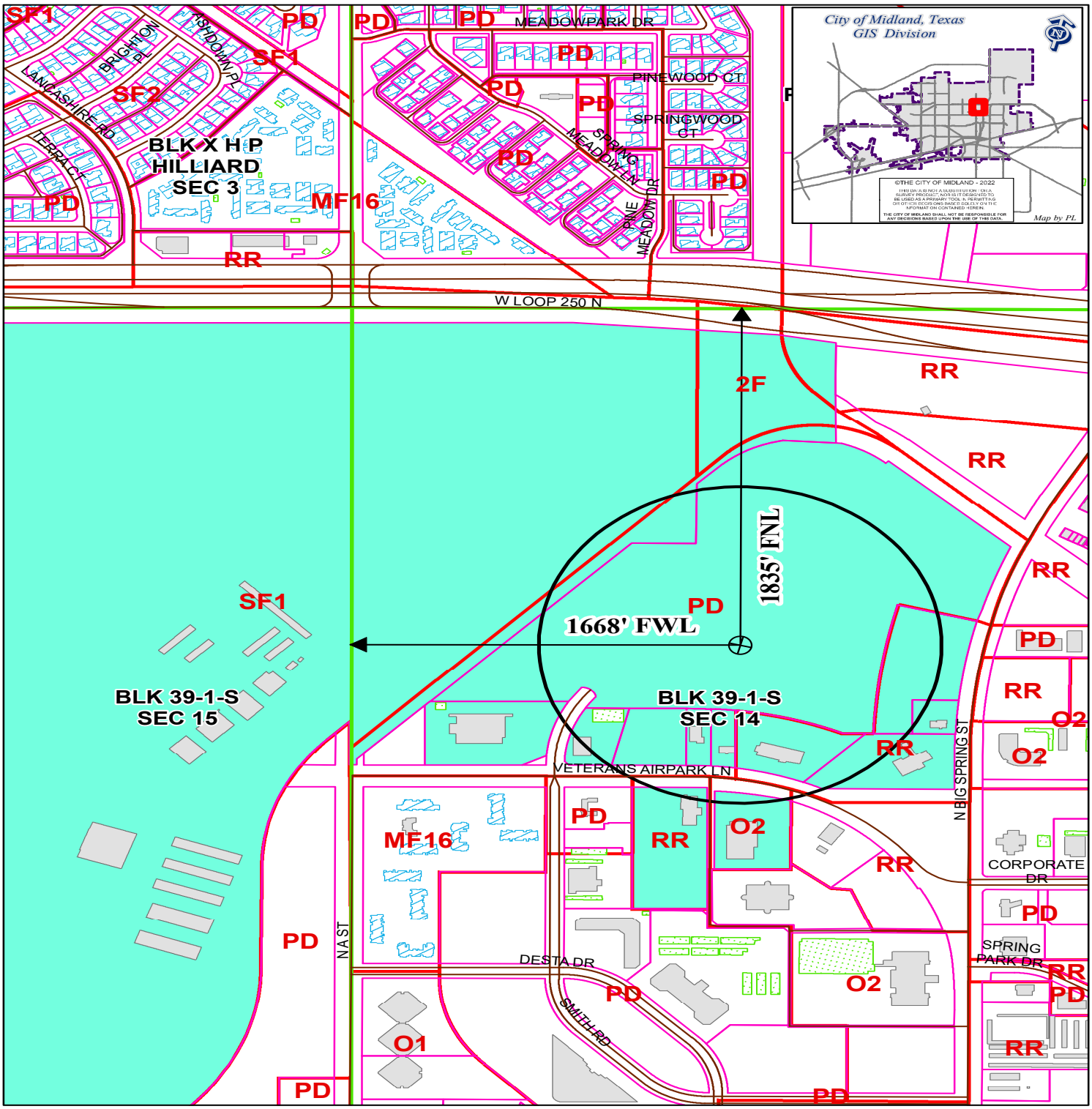
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045590 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,835' FNL and 1,668' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,668 feet east of North A Street extension and 1,835 feet south of W Loop 250 N.

Knight 130 MIPA Unit H130LS

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR	COMMERCIAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

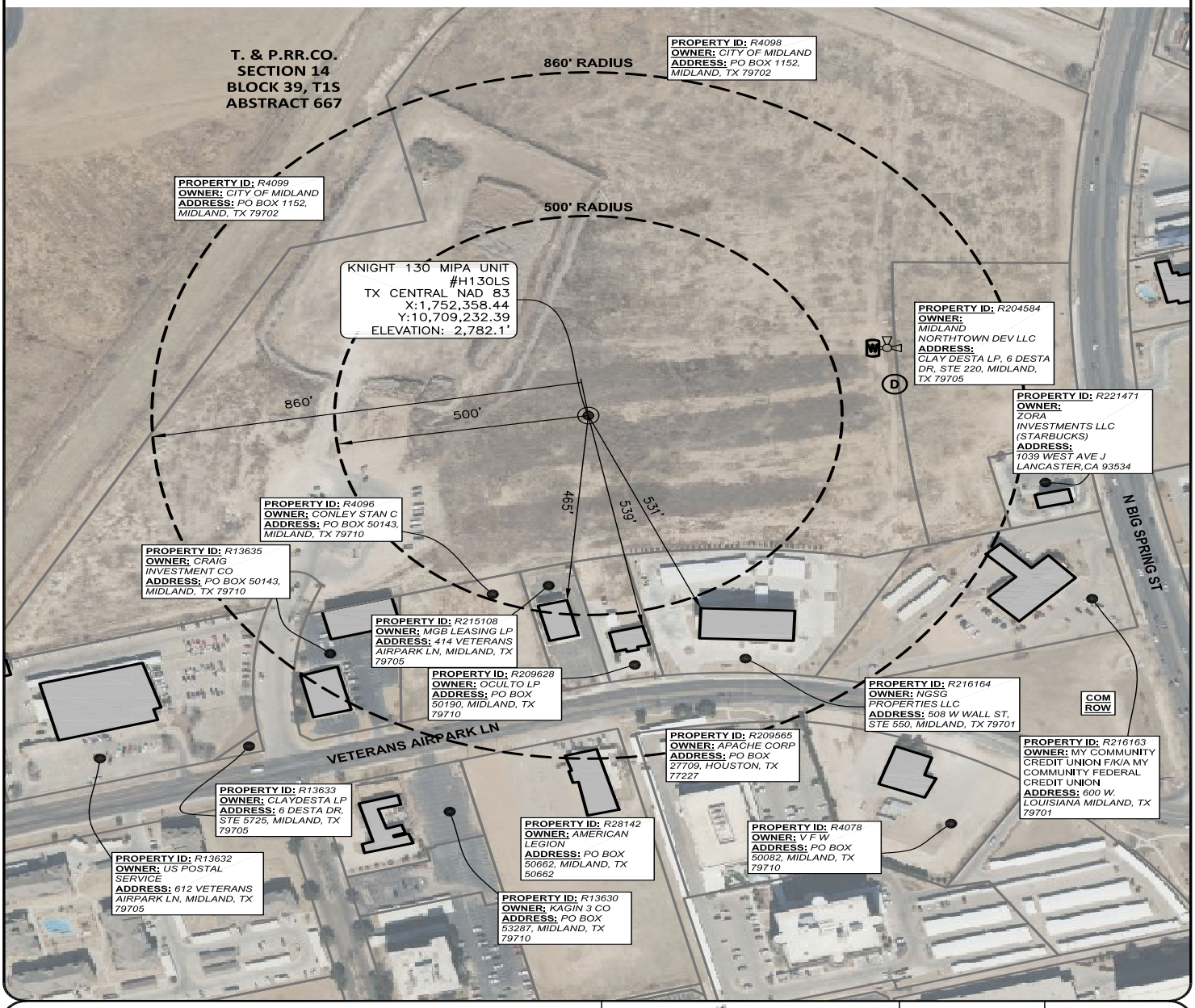
NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N
W E
S
0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 130 MIPA UNIT #H130LS
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,668' FSWL & 1,835' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 5:58pm User ID: malfaro
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

See Exhibit "A"

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** See Exhibit "B"

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1.

2.

3.

ATTACHED AS EXHIBIT C **is** List of subdivisions

See Exhibit "C"

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):
Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

ATTACHED AS EXHIBIT D **is** ,

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: Knight 130 MIPA Unit H130SS

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: SHL: 2020' FNL & 1748' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

V. Additional Required Exhibits

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
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My Commission Expires
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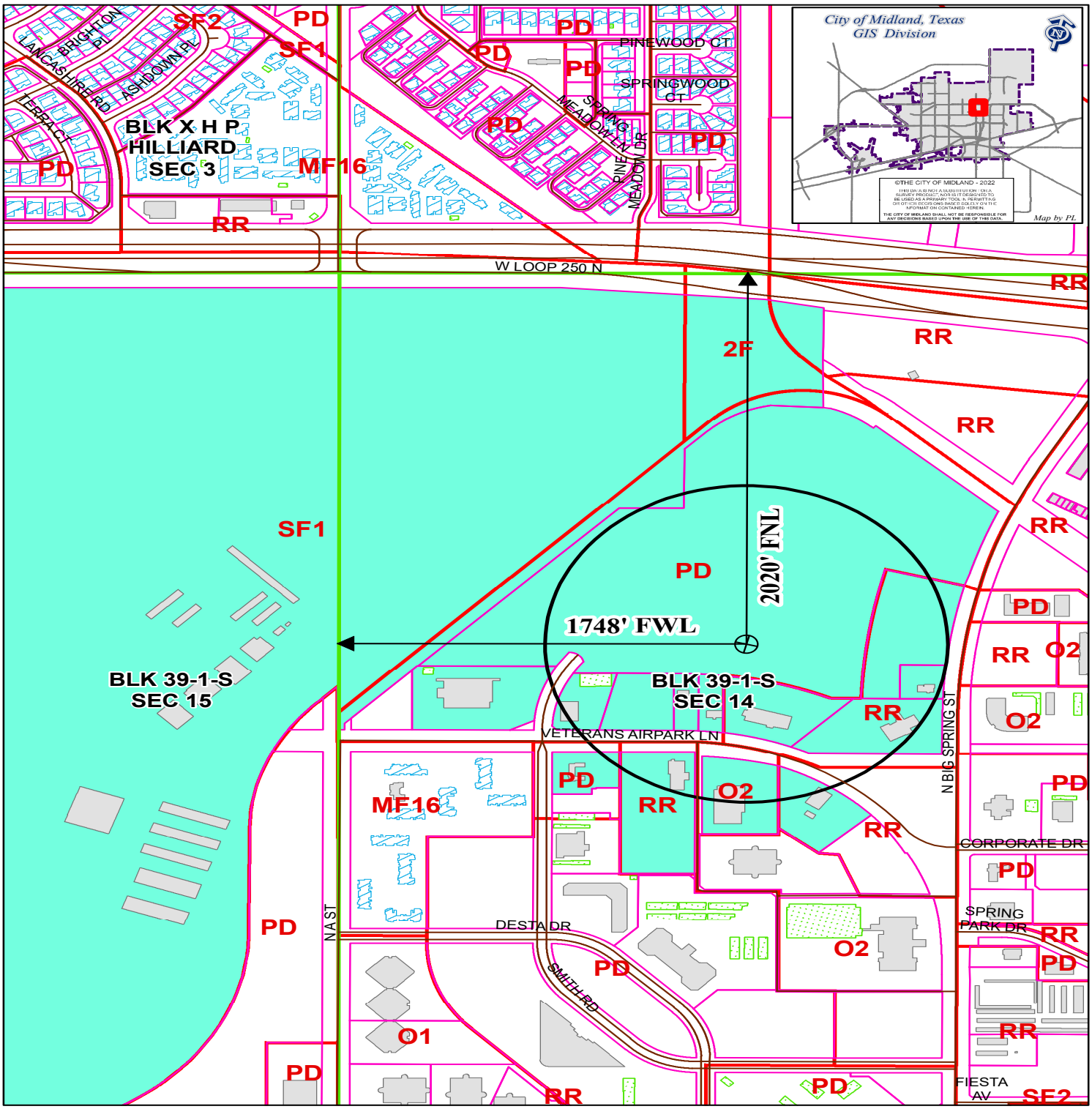

LOCATION AND ZONING MAP

Oil - 045591 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2,020' FNL and 1,748' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,748 feet east of North A Street extension and 2,020 feet south of W Loop 250 N.

Knight 130 MIPA Unit H130SS

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	GENERAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
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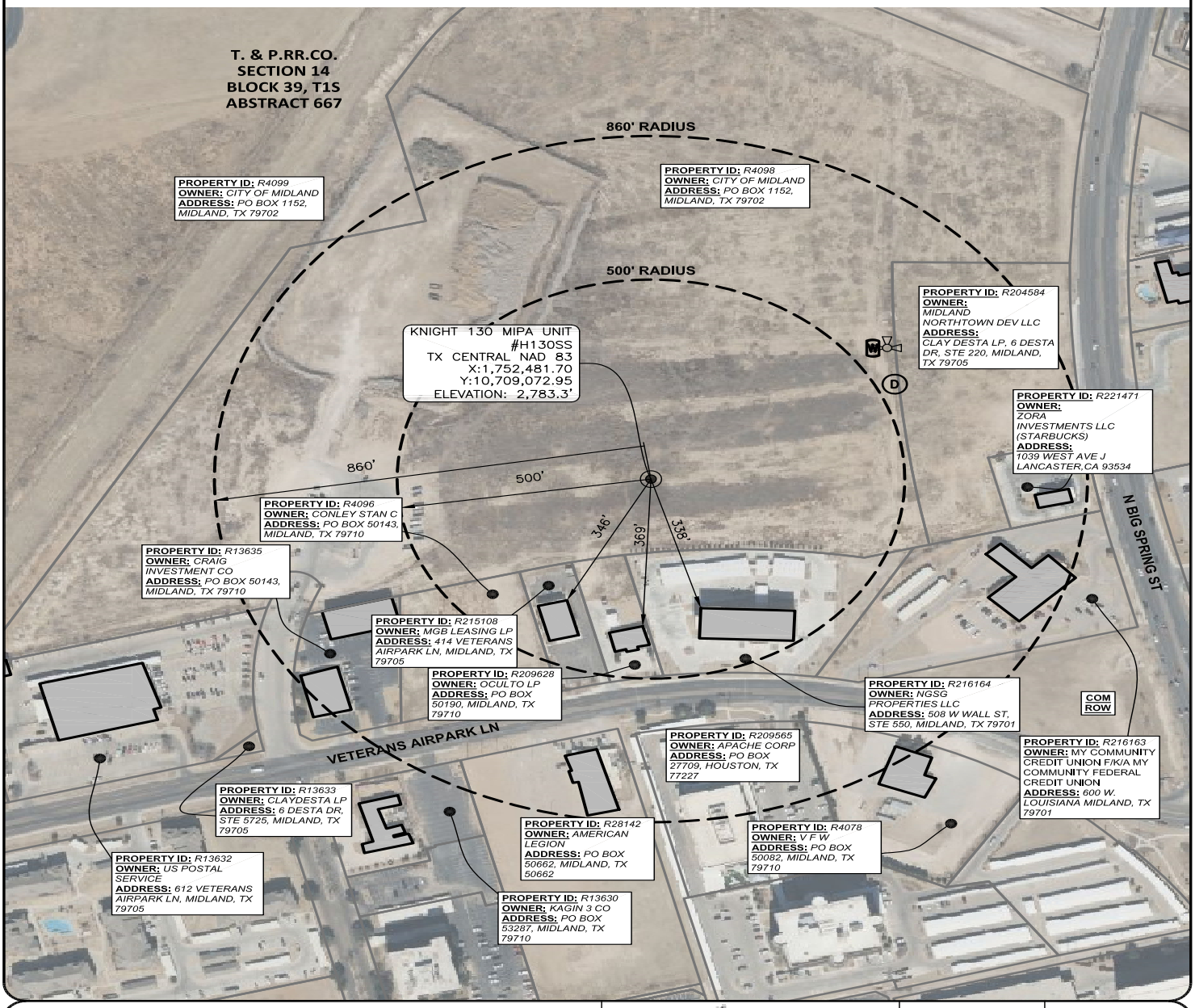
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N / W / E / S

0' 150' 300'



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WELL RADIUS

PROPOSED KNIGHT 130 MIPA UNIT #H130SS
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,748' FSWL & 2,020' FNWL

NOTES:
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PERMIAN DEEP ROCK OIL COMPANY

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10100 Reunion Place, Suite 700
San Antonio, Texas 78216
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DRAWN	MA	DATE	6/30/22
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REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 7:24pm User ID: malfaro
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
08/01/2022	Permian Deep Rock Oil Co., LLC	P.O. Box 11405 Midland, TX 79702

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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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1.

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IV. Well & Operations Information

Proposed Well Name: Knight 130 MIPA Unit H130WB

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: SHL: 1834' FNL & 1698' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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(1) Drilling: None

(2) Operations: Oncor

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

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Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
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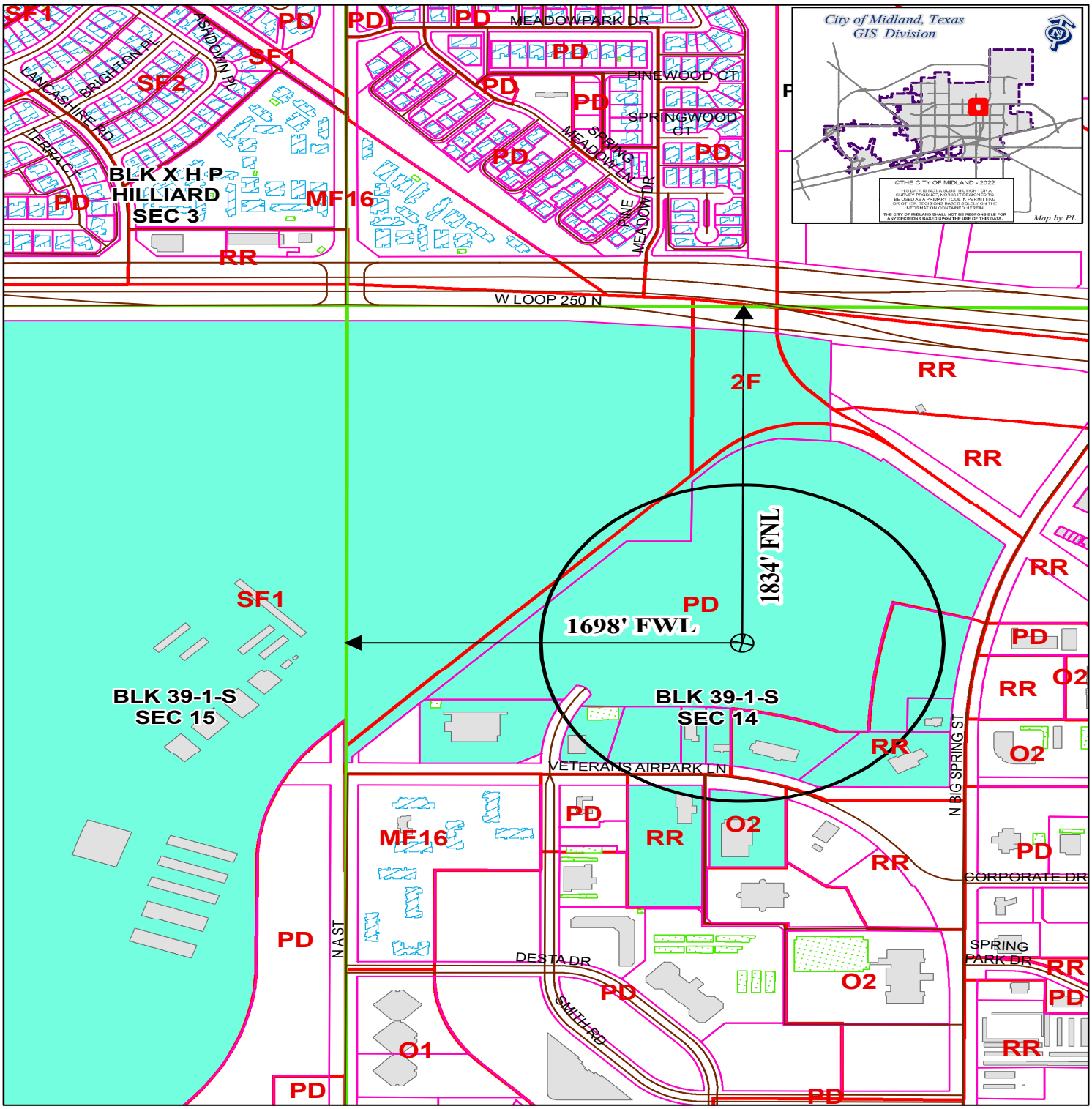
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045592 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,834' FNL and 1,698' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,698 feet east of North A Street extension and 1,834 feet south of W Loop 250 N.

Knight 130 MIPA Unit H130WB

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	01, O2	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	GENERAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
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3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

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- WATER VALVE

N
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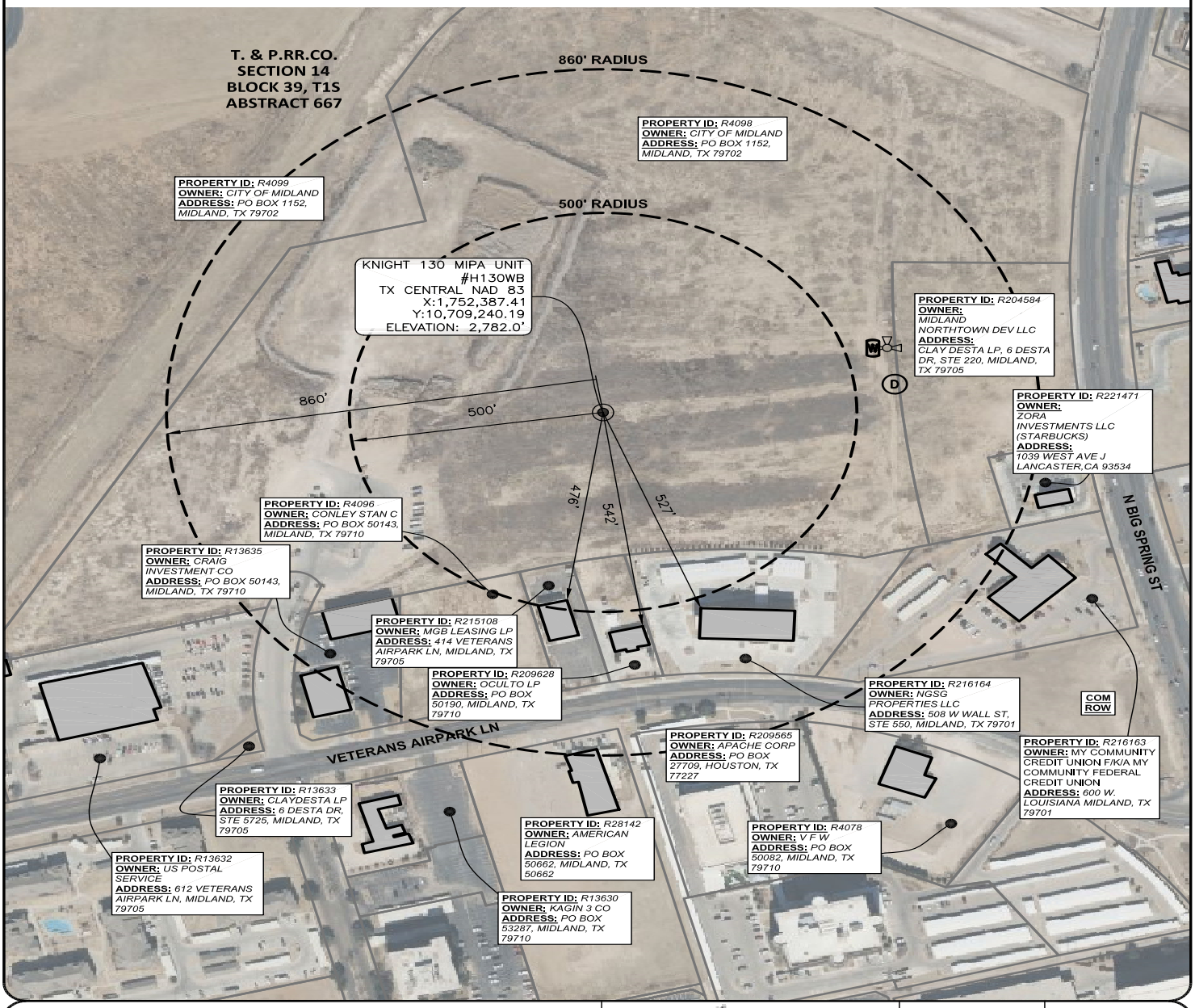
0' 150' 300'



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WELL RADIUS

PROPOSED KNIGHT 130 MIPA UNIT #H130WB
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,698' FSWL & 1,834' FNWL

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PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	7/13/22
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APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
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Date: Jul 13, 2022, 2:04pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_3612\21003805 – WELL RADIUS – KNIGHT H 130WB – NAD 83.dwg

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(Pursuant to Midland City Ordinance No. 8769)

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Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Kyle M. Hammond	500 W. Wall St. Ste 300 Midland, TX 79701	432-682-6685 Rep. Fax 432-684-4519
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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Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** See Exhibit "A"

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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: Knight 135 MIPA Unit H135WA

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: SHL: 1835' FNL & 1638' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***ATTACHED AS EXHIBIT M*: Road use and repair agreement attached**

***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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

See Exhibit "O"

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* : 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)**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

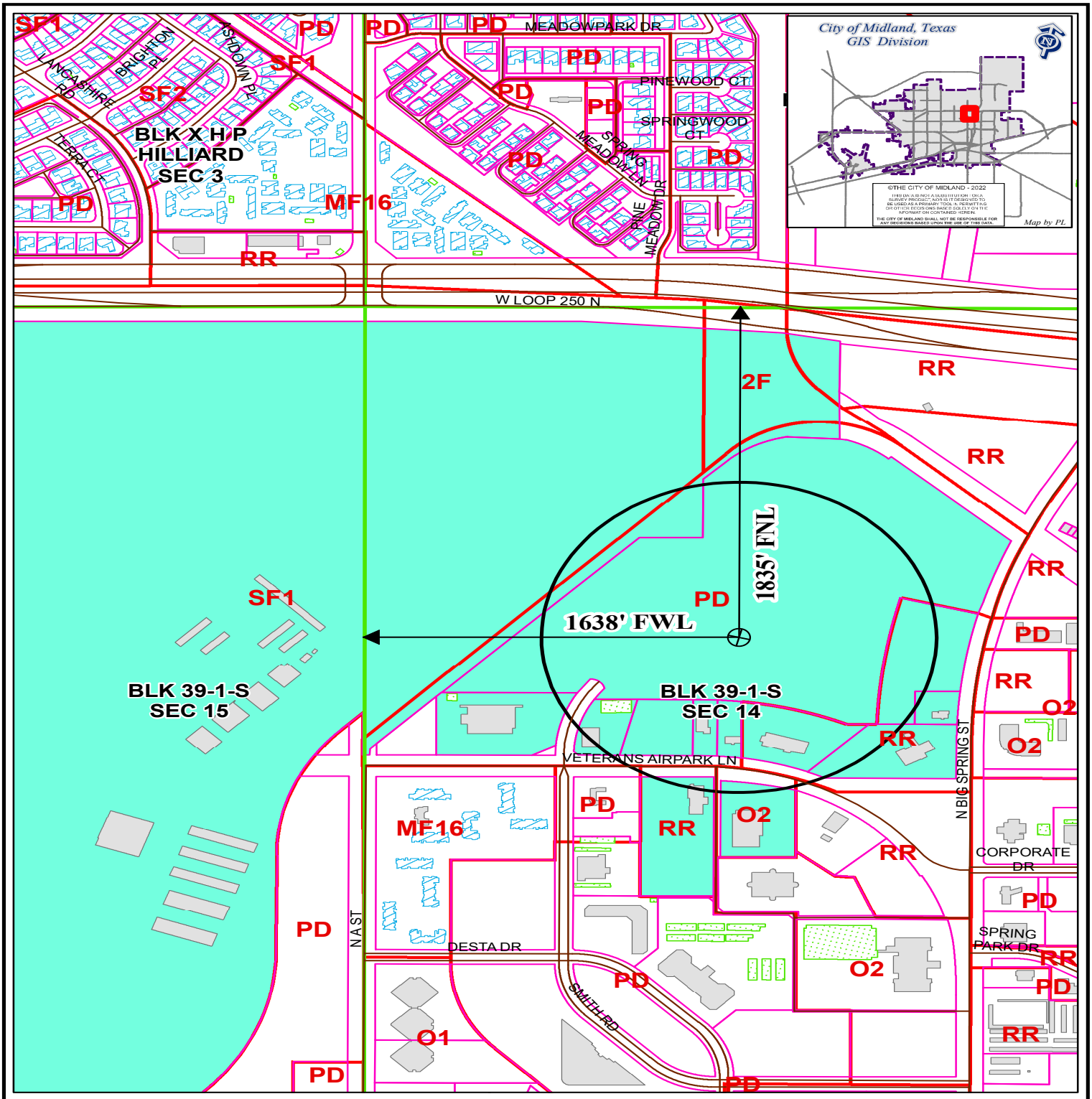
County of Midland)

Kyle Hammond , personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Estella Pena
Notary Public, State of Texas

[S E A L]

ESTELLA PENA
Notary Public, State of Texas
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8



LOCATION AND ZONING MAP

Oil - 045593 - 2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,835' FNL and 1,638' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,638 feet east of North A Street extension and 1,835 feet south of W Loop 250 N.

Knight 135 MIPA Unit H135WA

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	01, 02	OFFICE
RR	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:

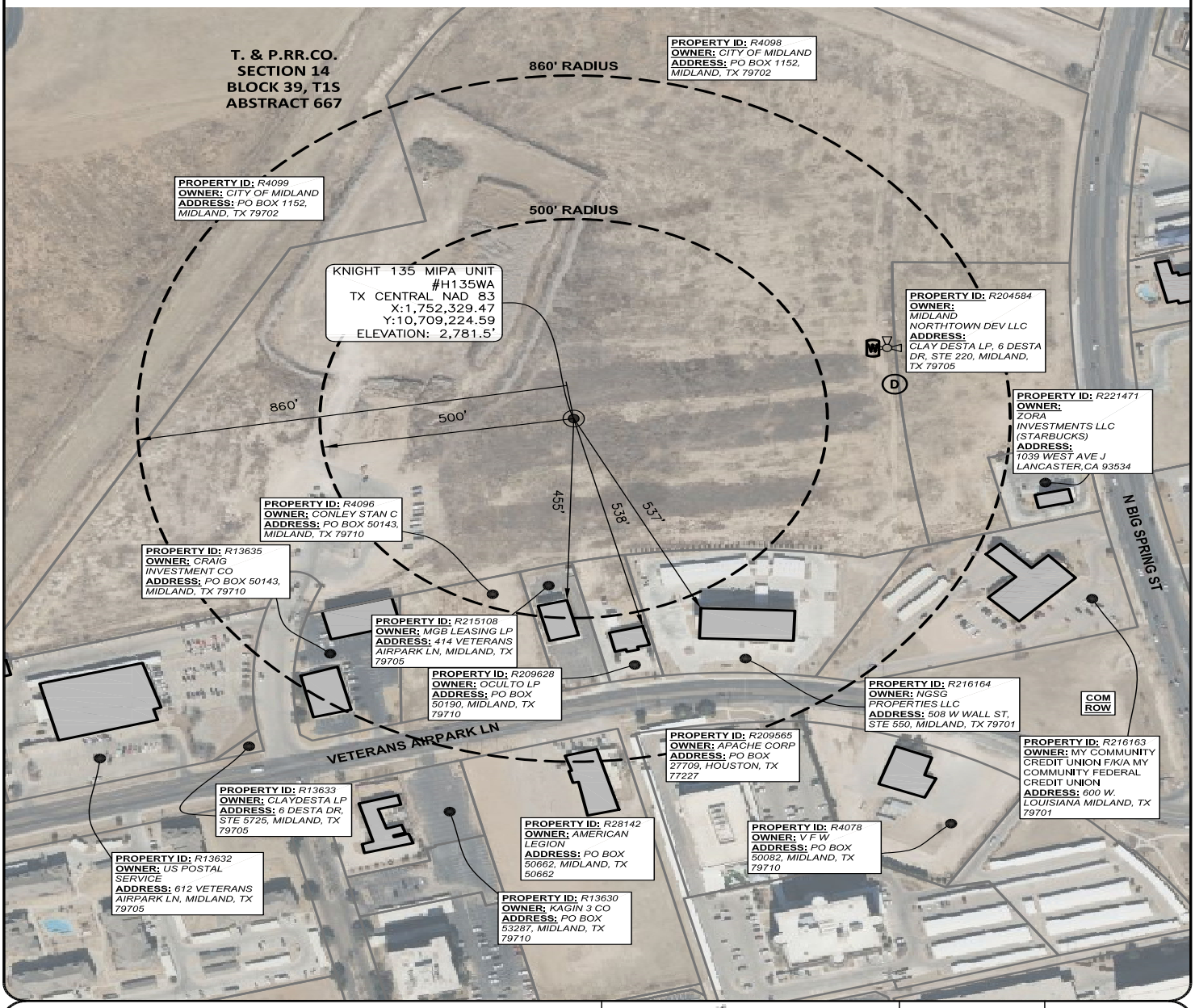
1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 06-16-2022

SYMBOL LEGEND:

- FIRE HYDRANT
- (D) STORM DRAIN MANHOLE
- (W) WATER VALVE

N / W / E / S

0' 150' 300'



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 135 MIPA UNIT #H135WA
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 1,638' FSWL & 1,835' FNWL

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83, CENTRAL ZONE.
3. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	MA	DATE	6/30/22
CHECKED	DC	DATE	6/30/22
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.

JOB NAME	WELL RADIUS
JOB NO.	21003805

Date: Jun 30, 2022, 6:05pm User ID: malfaro
File: C:\Users\malfaro\appdata\local\temp\AcPublish_23028\21003805 – WELL RADIUS – KNIGHT H 135WA – NAD 83.dwg

City Council Meeting

Item Number: 23

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: **The proposed granting of oil and gas well permits to Pioneer Natural Resources, USA, Inc. (“Operator”) for the drilling of the following oil and gas wells: Stimson-Nail E17K 111H; Stimson-Nail E17L 112H; Stimson-Nail E17M 113H; Stimson-Nail E17N 114H; Stimson-Nail E17O 116H; Stimson-Nail E17P 116H; Stimson-Nail E17Q 117H; Stimson-Nail E17R 118H; Stimson-Nail E17S 119H; and Stimson-Nail E17T 120H; said wells being generally located between 435 feet and 4366 feet south of Arapahoe Road and between 1,182 feet and 1,362 feet west of Elkins Road (DISTRICT 1) (DEVELOPMENT SERVICES)**

Purpose:

The proposed granting of oil and gas well permits to Pioneer Natural Resources, USA, Inc. (“Operator”) for the drilling of the following oil and gas wells: Stimson-Nail E17K 111H; Stimson-Nail E17L 112H; Stimson-Nail E17M 113H; Stimson-Nail E17N 114H; Stimson-Nail E17O 116H; Stimson-Nail E17P 116H; Stimson-Nail E17Q 117H; Stimson-Nail E17R 118H; Stimson-Nail E17S 119H; and Stimson-Nail E17T 120H; said wells being generally located between 435 feet and 4366 south of Arapahoe Road and between 1,182 feet and 1,362 west of Elkins Road. 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:

Directional / 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 site in detail and recommends approval with updated exhibits. A 24 ft. sound wall will be used during drilling and fracturing operations being located on the north, west and south side of location. Closest homes approximately 880 feet to the north east of the drill pad site. Pad site is planned to be a 20 well pad site. No quiet frac system being used. Tank Battery will be in the County to the east of Elkins Road. The operator has a surface agreement. Receiving support of the Oil & Gas Advisory Committee, Pioneer Natural Resources is requesting the following variances:

(1) Pioneer Natural Resources requests to allow for twenty-four-hour fracing operations.
(2) Pioneer Natural Resources requests variance to close reserve pit 3 months (90 days) after operations are completed on all wells on the pad.
(3) Pioneer Natural Resources requests a variance to remove drill cuttings from surface location to be taken off site.
(4) Pioneer Natural Resources requests variance for irrigation and landscaping of the pad. Proposed fencing provides adequate screening around the pad.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Flow Line Location.

Morris Williams Jr.

City Manager's Office

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
04/27/2022	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Matt Mathis, Field Production Operations Manager	3617 N Big Spring St Midland, Texas 79705	432-571-3086 Office 469-203-5174 Mobile Rep. Fax
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Laura Wallace, Sr Staff Regulatory Specialist
972-969-1742 Office or 817-682-3483 Mobile

Option A:

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** Attached as Exhibit A

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Attached Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Various - See Exhibits ***, 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)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

Surface is owned by Pioneer Natural Resources. There are seven additional owners of property within 860' of proposed Surface Hole Locations. See attached Exhibit C for details.

Property is currently undeveloped. Tank battery will be located outside the city limits.

ATTACHED AS EXHIBIT D **is a Current Tax Roll from Martin & Midland Central Appraisal District.**

***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: Stimson-Nail E17K 111H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached within Exhibit G.

Legal Description of Proposed Well Site: Surface Hole Location:

435' FNL, 1362' FEL, Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

***ATTACHED AS EXHIBIT G* is the Location Site Plan [See § J(9)].**

***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

***ATTACHED AS EXHIBIT I* is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations).* [See § J(16) and (20)].**

***ATTACHED AS EXHIBIT J* is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].**

***ATTACHED AS EXHIBIT K (if applicable)* is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].**

***ATTACHED AS EXHIBIT L* is the Fencing and Irrigation Plan. [See § J(30)].**

***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: N/A

(2) Operations: Electric is required to support production operations for this well.

Description of water source to be used during Drilling:

Water for drilling will be pulled from an existing fresh water pond located 3750' southeast of the pad. See Exhibit N.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

A freshwater pit is proposed. See Exhibit O and V for details on closing. Variance on timing is requested.

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)].**

***ATTACHED AS EXHIBIT R* is the required Insurance Certificate. [See § J(19) and § K(3)].**

***ATTACHED AS EXHIBIT S (if applicable)* is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].**

***ATTACHED AS EXHIBIT T* is Applicant's Emergency Action Response Plan. [See § J(22)].**

***ATTACHED AS EXHIBIT U* is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].**

Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Its Regulatory Advisor

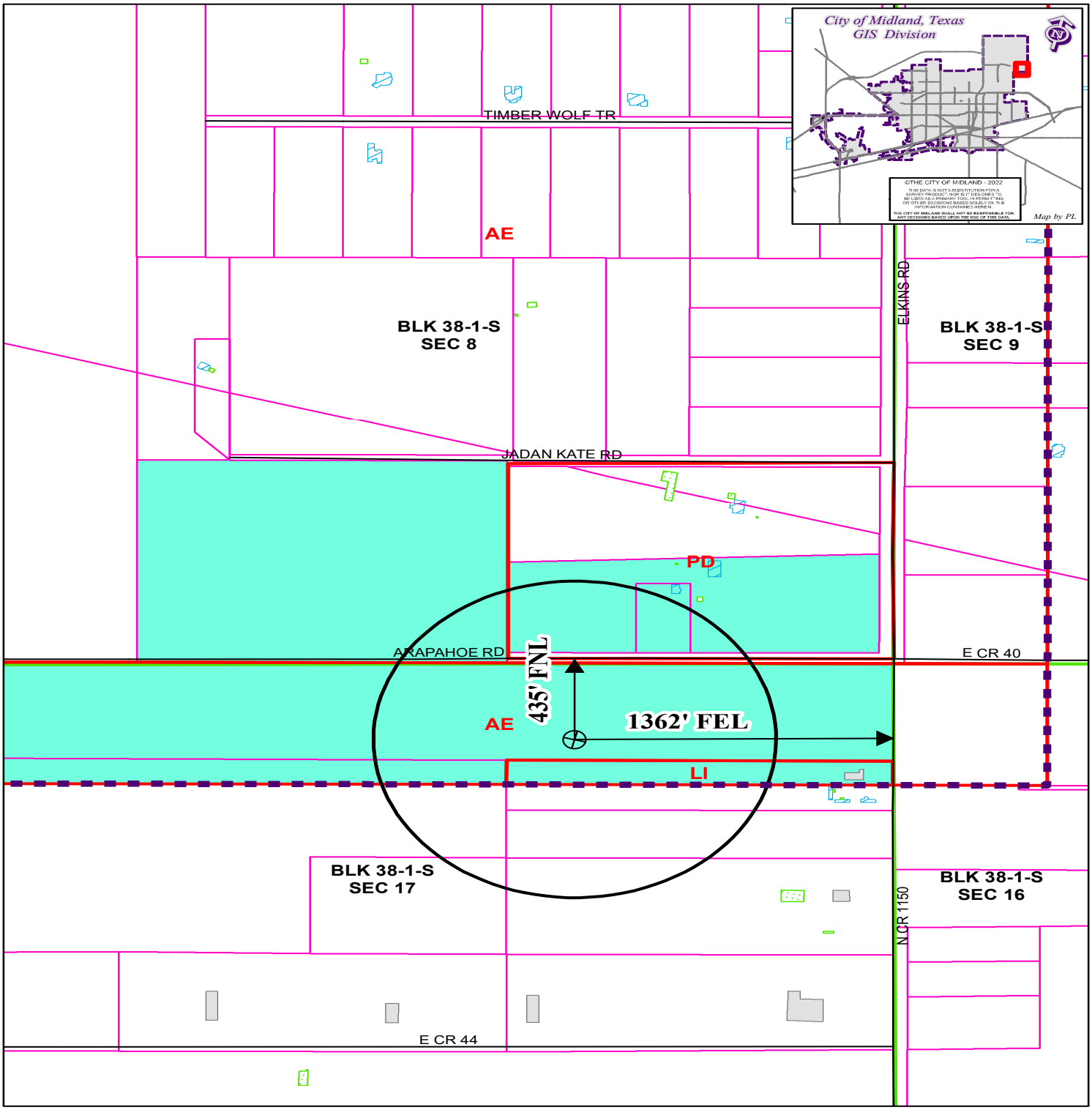
State of Texas)

County of DALLAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

HEATHER M BARCIA
NOTARY PUBLIC
ID# 11239288
State of Texas
Comm. Exp. 06-01-2022
[SEAL]

Notary Public, State of 6/01/2022



LOCATION AND ZONING MAP

Oil-044042-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 435' FNL and 1362' FEL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 435 feet south of Arapahoe Road and 1,362 feet west of Elkins Road.

Stimson-Nail E17K 111H

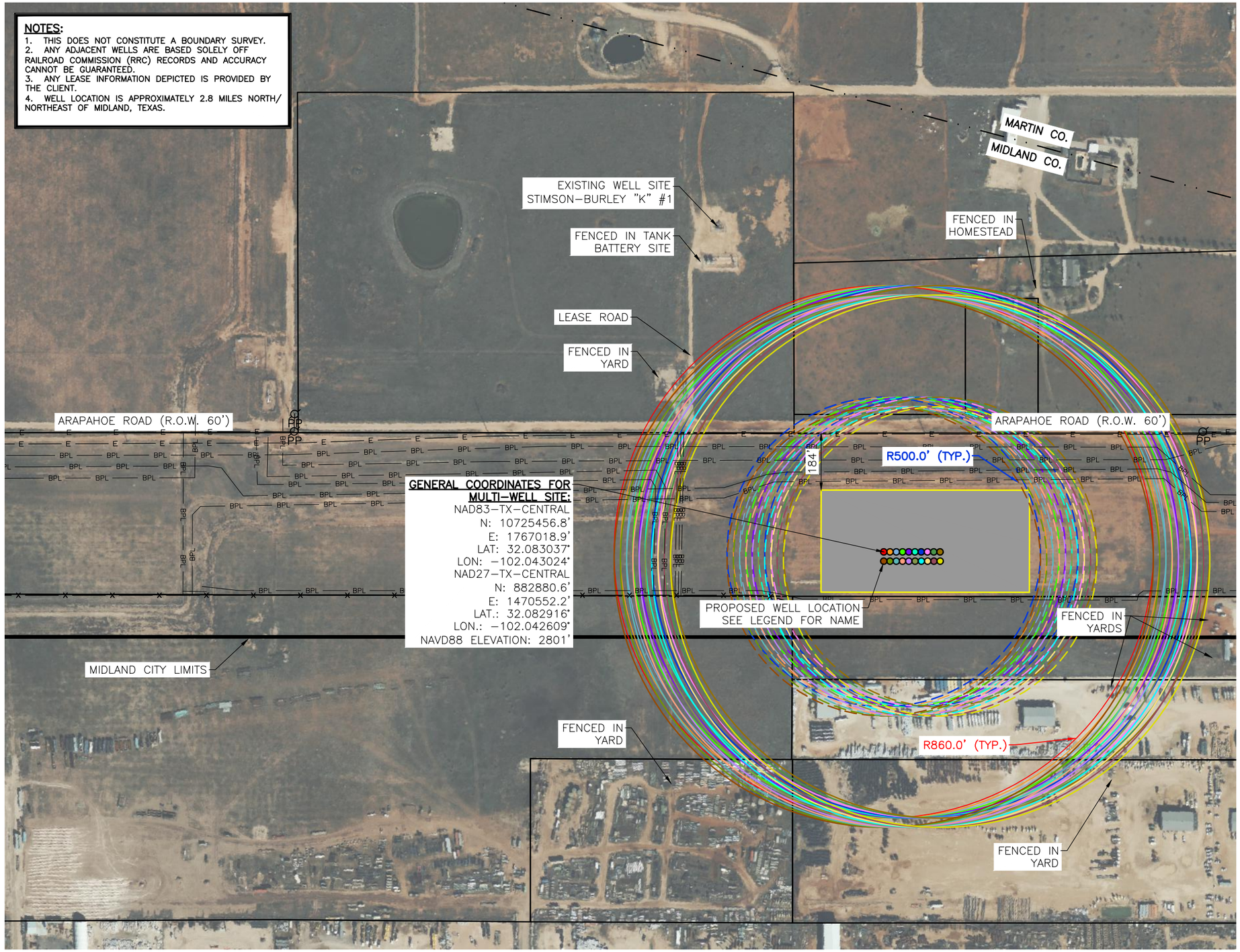
LEGEND

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	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	LOW-RISE RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

NOTES:
1. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. ANY ADJACENT WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION (RRC) RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. ANY LEASE INFORMATION DEPICTED IS PROVIDED BY THE CLIENT.
4. WELL LOCATION IS APPROXIMATELY 2.8 MILES NORTH/ NORTHEAST OF MIDLAND, TEXAS.



LEGEND

- STIMSON E17A #101H
- STIMSON E17B #102H
- STIMSON E17C #103H
- STIMSON E17D #104H
- STIMSON E17E #105H
- STIMSON E17F #106H
- STIMSON E17G #107H
- STIMSON E17H #108H
- STIMSON E17I #109H
- STIMSON E17J #110H
- STIMSON E17K #111H
- STIMSON E17L #112H
- STIMSON E17M #113H
- STIMSON E17N #114H
- STIMSON E17O #115H
- STIMSON E17P #116H
- STIMSON E17Q #117H
- STIMSON E17R #118H
- STIMSON E17S #119H
- STIMSON E17T #120H

MULTI–COLOR — 860–FOOT BUFFER/HALO
MULTI–COLOR — 500–FOOT BUFFER/HALO
PROPOSED WELL PAD SITE
PROPERTY OWNERSHIP BOUNDARY
COUNTY LINE
CITY LIMITS
BPL — BURIED PIPELINE
E — OVERHEAD ELCTRIC
X — FENCE

N

0' 300' 600'

SCALE: 1" = 300'

HALFF®
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 10/20/2021
REV.: 05/16/2022
BY: J. ALVAREZ
AVO: 39678.704

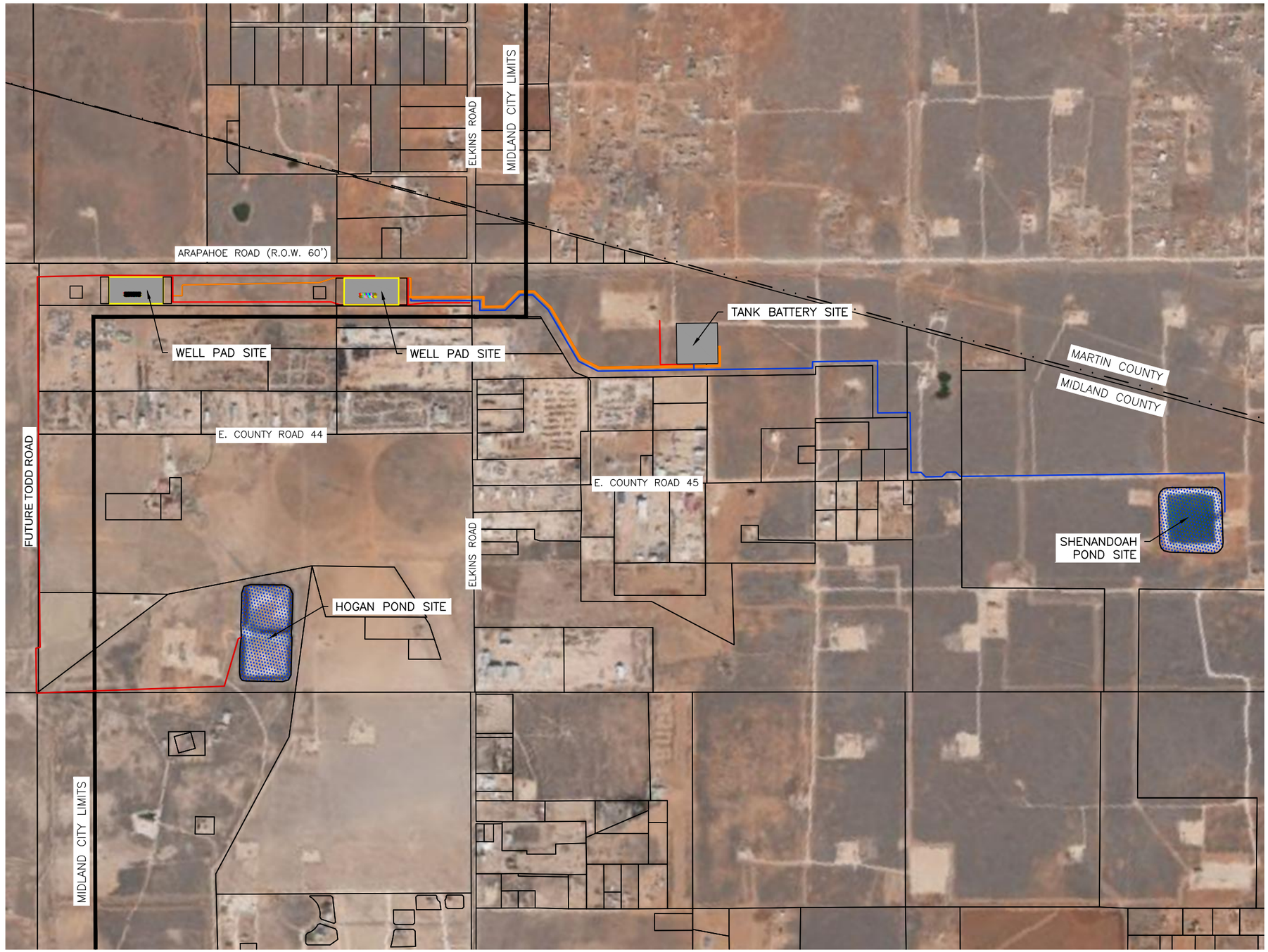
PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "E"
AERIAL SITE PLAN

#101H–#120H

LOCATED IN
SECTION 17, BLOCK 38,
TOWNSHIP–1–SOUTH,
T. & P. R.R. CO. SURVEY,
ABSTRACT NO. 152,
MIDLAND COUNTY, TEXAS

I:\39000s\39678\704\CADD\SheetsMLD\EXHIBIT_PLATS\039678.704_EXHIBIT_E_AERIAL_SITE_PLAN.dwg



N

0' 1200' 2400'

SCALE: 1" = 1200'

NOTES:

1. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
2. ANY ADJACENT WELLS ARE BASED SOLELY OFF RAILROAD COMMISSION (RRC) RECORDS AND ACCURACY CANNOT BE GUARANTEED.
3. ANY LEASE INFORMATION DEPICTED IS PROVIDED BY THE CLIENT.
4. WELL LOCATION IS APPROXIMATELY 2.0 MILES NORTH/ NORTHEAST OF MIDLAND, TEXAS.

LEGEND

- WELL SURFACE LOCATION
- PROPOSED WELL PAD SITE
- TANK BATTERY SITE
- POND SITE
- PROPOSED FLOWLINE
- PROPOSED PRODUCED WATERLINE
- PROPOSED TEMPORARY WATERLINE
- PROPOSED ELECTRICAL
- E — E — EXISTING OVERHEAD ELECTRICAL
- UG — UG — EXISTING BURIED PIPELINE

HALFF®
3300 NORTH A STREET, BUILDING 2, SUITE 120
MIDLAND, TX 79705-5471
TEL (432) 253-3255
TBPELS SURVEYING FIRM #10193998

DATE: 4/27/2022
REV.: 05/16/2022 J. ALVAREZ
BY: J. GONZALEZ
AVO: 39678.698

PIONEER NATURAL RESOURCES USA, INC.

EXHIBIT "N"
DRILL SITE, GATHERING LINES, ELECTRICAL

STIMSON 17 PADS

LOCATED IN
SECTION 17, BLOCK 38,
TOWNSHIP-1-SOUTH,
T. & P. R.R. CO. SURVEY,
ABSTRACT NO. 152,
MIDLAND COUNTY, TEXAS

I:\39000s\39678\698\CADD\SheetsMLD\EXHIBIT_PLATS\039678.698_EXHIBIT_N_DRILL_SITE.dwg

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
04/27/2022	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Matt Mathis, Field Production Operations Manager	3617 N Big Spring St Midland, Texas 79705	432-571-3086 Office 469-203-5174 Mobile Rep. Fax
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Laura Wallace, Sr Staff Regulatory Specialist
972-969-1742 Office or 817-682-3483 Mobile

Option A:

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** Attached as Exhibit A

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Attached Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Various - See Exhibits ***, 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)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

Surface is owned by Pioneer Natural Resources. There are seven additional owners of property within 860' of proposed Surface Hole Locations. See attached Exhibit C for details.

Property is currently undeveloped. Tank battery will be located outside the city limits.

ATTACHED AS EXHIBIT D **is a Current Tax Roll from Martin & Midland Central Appraisal District.**

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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: Stimson-Nail E17L 112H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached within Exhibit G.

Legal Description of Proposed Well Site: Surface Hole Location:

435' FNL, 1342' FEL, Section 17, Block 38, T1S, T&P RR Co., Abstract 152, 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)].**

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(1) Drilling: N/A

(2) Operations: Electric is required to support production operations for this well.

Description of water source to be used during Drilling:

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The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

A freshwater pit is proposed. See Exhibit O and V for details on closing. Variance on timing is requested.

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Its Regulatory Advisor

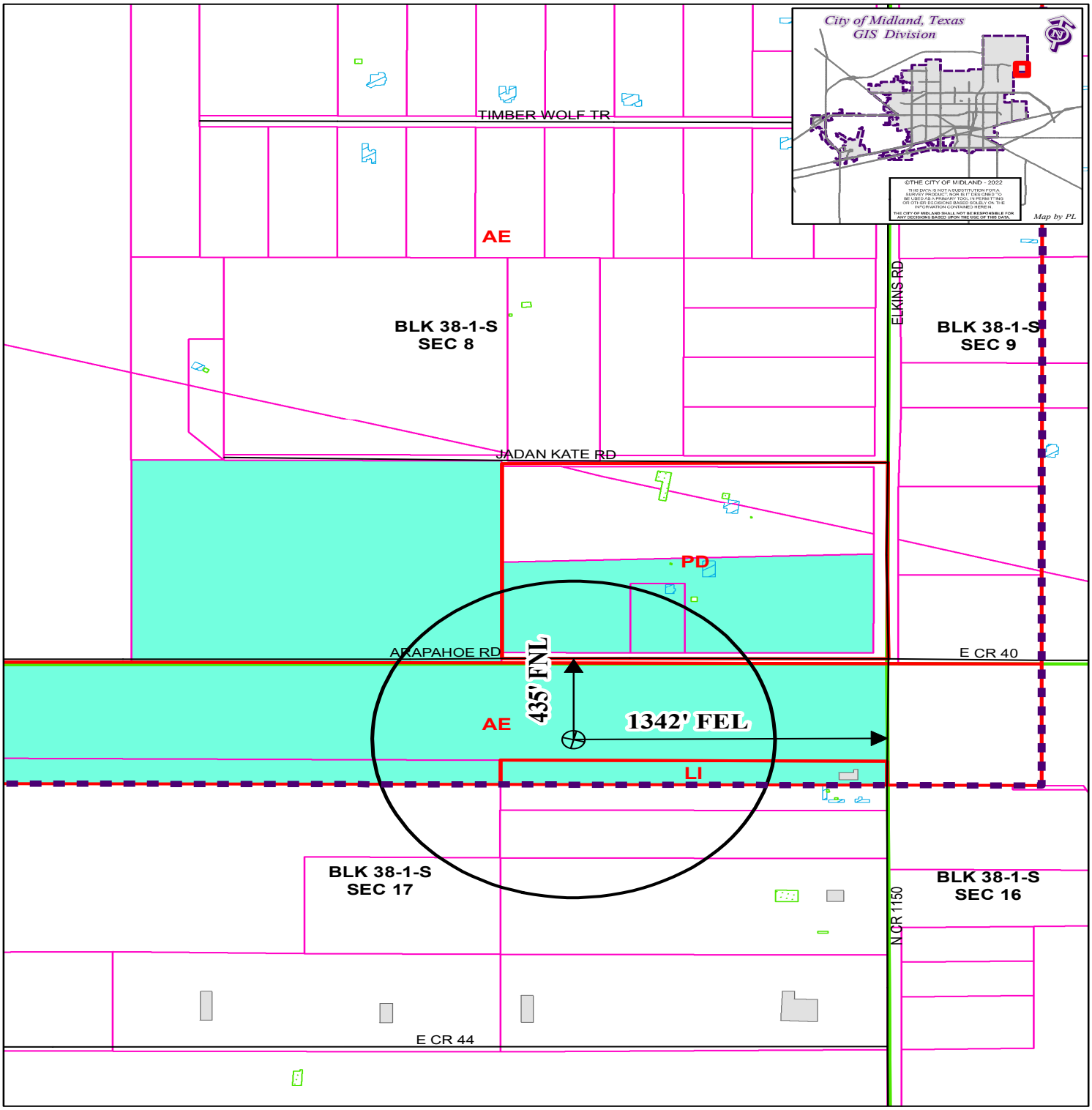
State of Texas)

County of DALLAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

HEATHER M BARCIA
NOTARY PUBLIC
ID# 11239288
State of Texas
Comm. Exp. 06-01-2022
[SEAL]

Notary Public, State of 6/01/2022



LOCATION AND ZONING MAP

Oil-044043-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 435' FNL and 1342' FEL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 435 feet south of Arapahoe Road and 1,342 feet west of Elkins Road.

Stimson-Nail E17L 112H

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	01, O2	OFFICE
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
04/27/2022	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Matt Mathis, Field Production Operations Manager	3617 N Big Spring St Midland, Texas 79705	432-571-3086 Office 469-203-5174 Mobile Rep. Fax
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Laura Wallace, Sr Staff Regulatory Specialist
972-969-1742 Office or 817-682-3483 Mobile

Option A:

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** Attached as Exhibit A

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Attached Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Various - See Exhibits ***, 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)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

Surface is owned by Pioneer Natural Resources. There are seven additional owners of property within 860' of proposed Surface Hole Locations. See attached Exhibit C for details.

Property is currently undeveloped. Tank battery will be located outside the city limits.

ATTACHED AS EXHIBIT D **is a Current Tax Roll from Martin & Midland Central Appraisal District.**

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IV. Well & Operations Information

Proposed Well Name: Stimson-Nail E17M 113H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached within Exhibit G.

Legal Description of Proposed Well Site: Surface Hole Location:

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Its Regulatory Advisor

State of Texas)

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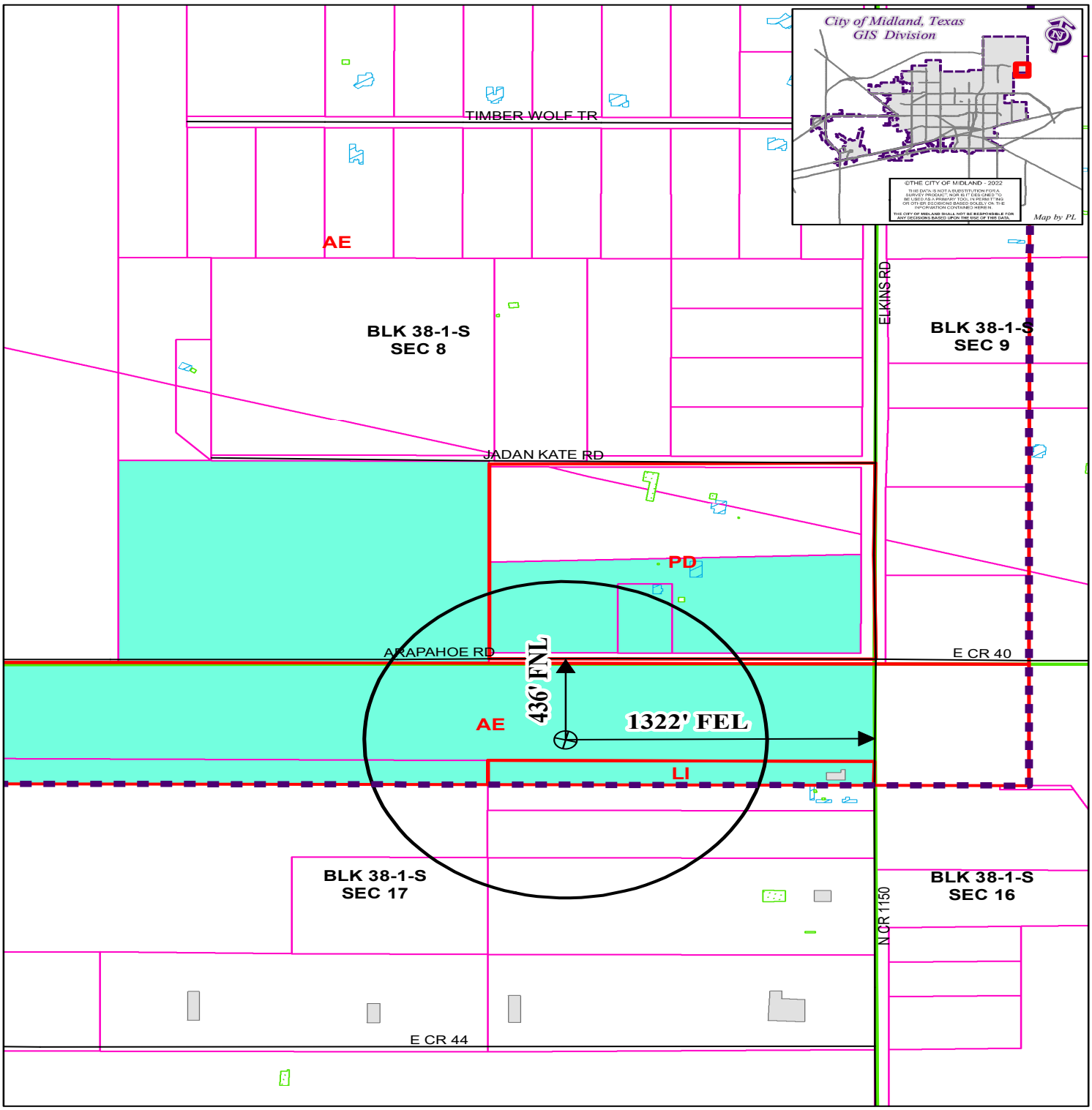
NOTARY PUBLIC
ID# 11239288
State of Texas
Comm. Exp. 06-01-2022
[SEAL]

Notary Public, State of 6/01/2022



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Stimson-Nail E17M 113H

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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Proposed Well Name: Stimson-Nail E17N 114H

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[NAME OF COMPANY]

By Laura E Wallace
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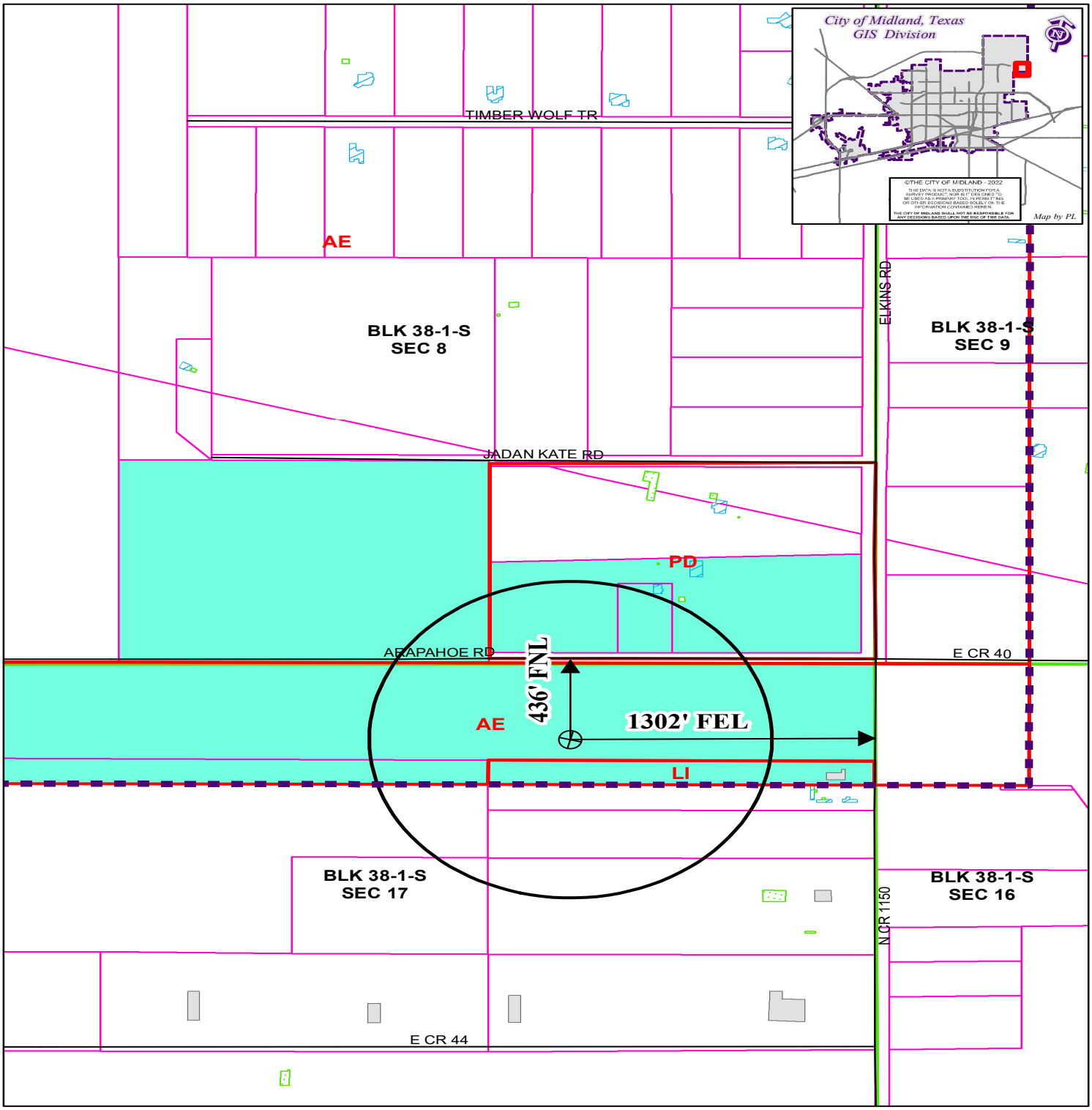

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Stimson-Nail E17N 114H

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***ATTACHED AS EXHIBIT H* is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].**

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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: N/A

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The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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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)].**

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Its Regulatory Advisor

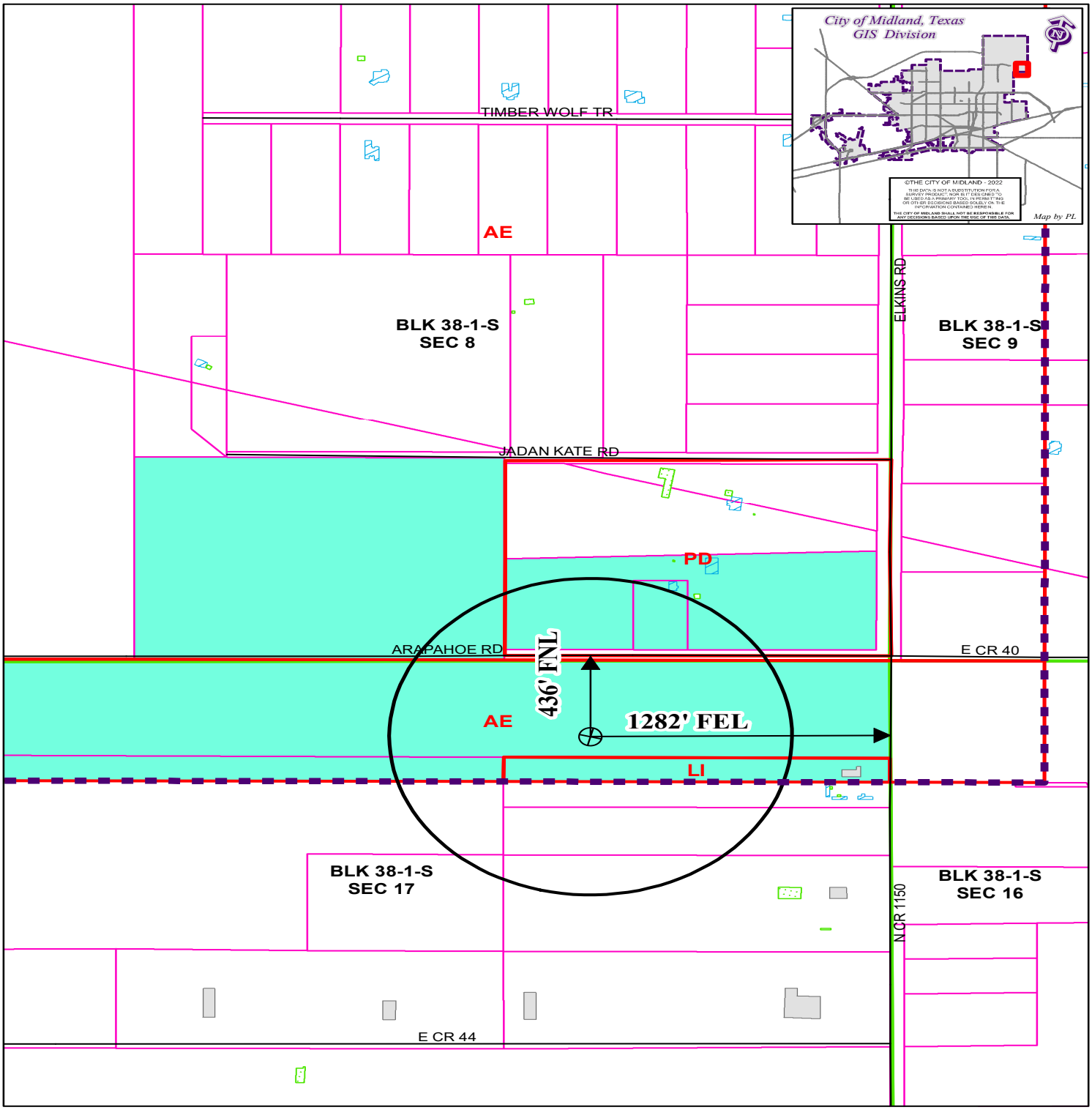
State of Texas)

County of DALLAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

HEATHER M BARCIA
NOTARY PUBLIC
ID# 11239288
State of Texas
Comm. Exp. 06-01-2022
[SEAL]

Notary Public, State of 6/01/2022



LOCATION AND ZONING MAP

Oil-044047-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 436' FNL and 1282' FEL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 436 feet south of Arapahoe Road and 1,282 feet west of Elkins Road.

Stimson-Nail E17O 115H

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	01, O2	OFFICE
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R1, R1A, R2, MF3	ONE-FAMILY DWELLING	CR1, CR2, LRD	LOCAL RETAIL
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APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
04/27/2022	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Matt Mathis, Field Production Operations Manager	3617 N Big Spring St Midland, Texas 79705	432-571-3086 Office 469-203-5174 Mobile Rep. Fax
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Laura Wallace, Sr Staff Regulatory Specialist
972-969-1742 Office or 817-682-3483 Mobile

Option A:

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** Attached as Exhibit A

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Attached Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Various - See Exhibits ***, 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)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

Surface is owned by Pioneer Natural Resources. There are seven additional owners of property within 860' of proposed Surface Hole Locations. See attached Exhibit C for details.

Property is currently undeveloped. Tank battery will be located outside the city limits.

ATTACHED AS EXHIBIT D **is a Current Tax Roll from Martin & Midland Central Appraisal District.**

***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: Stimson-Nail E17P 116H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached within Exhibit G.

Legal Description of Proposed Well Site: Surface Hole Location:

436' FNL, 1262' FEL, Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Its Regulatory Advisor

State of Texas)

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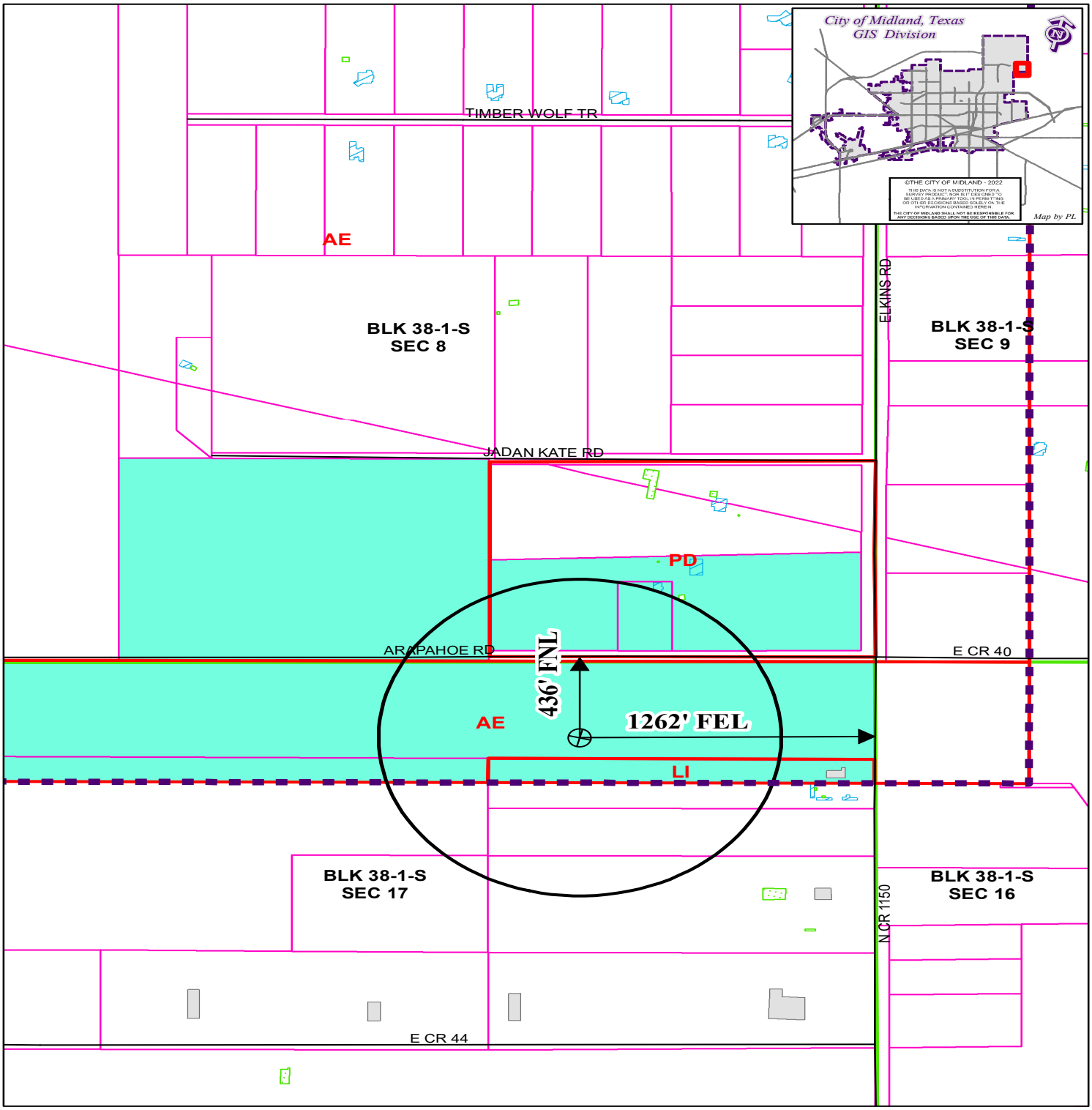
NOTARY PUBLIC
ID# 11239288
State of Texas
Comm. Exp. 06-01-2022
[SEAL]

Notary Public, State of 6/01/2022



LOCATION AND ZONING MAP

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Stimson-Nail E17P 116H

LEGEND

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IV. Well & Operations Information

Proposed Well Name: Stimson-Nail E17Q 117H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached within Exhibit G.

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[NAME OF COMPANY]

By Laura E Wallace
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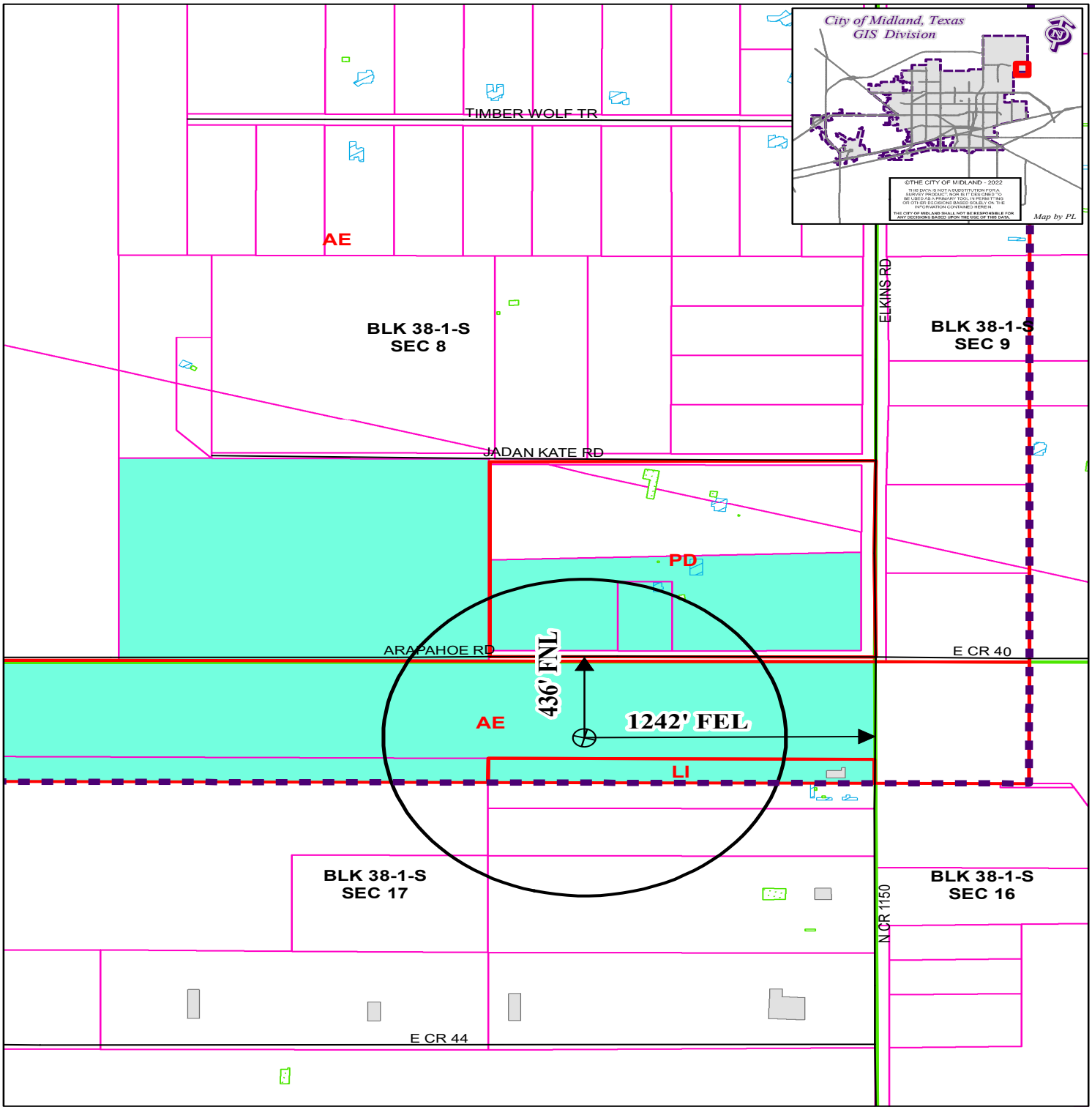

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Stimson-Nail E17Q 117H

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Proposed Well Name: Stimson-Nail E17R 118H

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(1) Drilling: N/A

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The route for electric lines can be found on Exhibit N

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

A freshwater pit is proposed. See Exhibit O and V for details on closing. Variance on timing is requested.

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Its Regulatory Advisor

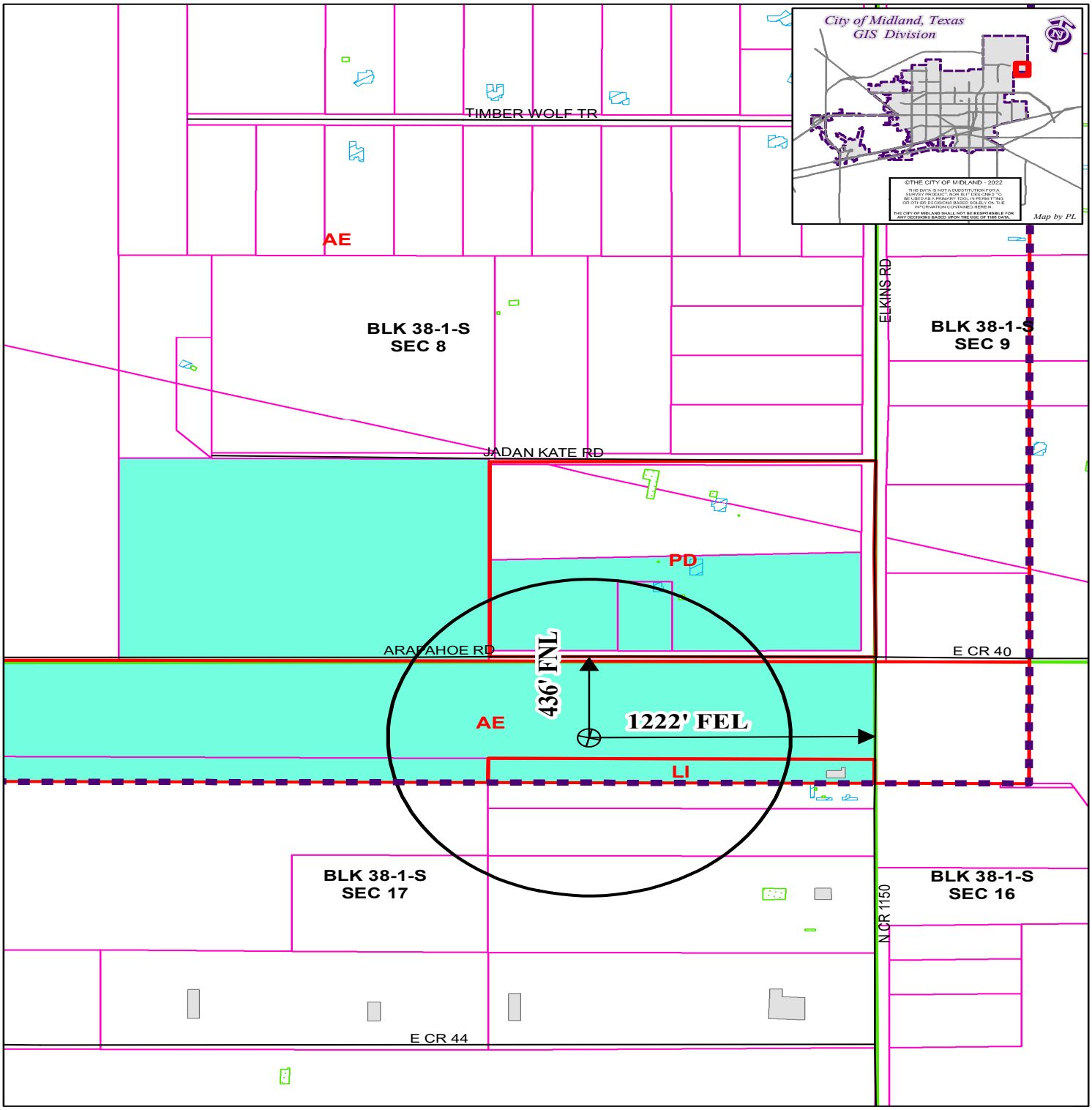
State of Texas)

County of DALLAS)

, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

HEATHER M BARCIA
NOTARY PUBLIC
ID# 11239288
State of Texas
Comm. Exp. 06-01-2022
[SEAL]

Notary Public, State of 6/01/2022



LOCATION AND ZONING MAP

Oil-044050-2022 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 436' FNL and 1222' FEL, Section 17, Block 38-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 436 feet south of Arapahoe Road and 1,222 feet west of Elkins Road.

Stimson-Nail E17R 118H

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	01, O2	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
R1, R2, RF3	ONE-FAMILY DWELLING	CR1, CR2, CLRO	COMMERCIAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
04/27/2022	Pioneer Natural Resources, USA, Inc.	777 Hidden Ridge Lane Irving, Texas 75038

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
Matt Mathis, Field Production Operations Manager	3617 N Big Spring St Midland, Texas 79705	432-571-3086 Office 469-203-5174 Mobile Rep. Fax
Fee: $4,000.00 Rec'd Yes X No___	**NOTE: All attachments need to bound and put in a binder before submitting.**	**Pages 1-4**

Permit Compliance Contact (Choose 1): Laura Wallace, Sr Staff Regulatory Specialist
972-969-1742 Office or 817-682-3483 Mobile

Option A:

24/7 Answering Services - No. 1 (Tele.): 432-571-2666 **No. 2 (Tele.):**

Option B:

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):*** Attached as Exhibit A

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Pioneer Remote Operations Hub
3617 N Big Spring St. Midland, Texas 79705
432-571-2666 (Available 24/7)

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).** Attached as Exhibit B

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Attached Exhibit C
2.
3.

ATTACHED AS EXHIBIT C **is (a** ***Title Opinion by*** Various - See Exhibits ***, 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)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Located in Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

Surface is owned by Pioneer Natural Resources. There are seven additional owners of property within 860' of proposed Surface Hole Locations. See attached Exhibit C for details.

Property is currently undeveloped. Tank battery will be located outside the city limits.

ATTACHED AS EXHIBIT D **is a Current Tax Roll from Martin & Midland Central Appraisal District.**

***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: Stimson-Nail E17S 119H

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

A wellbore schematic with the applicable information is attached within Exhibit G.

Legal Description of Proposed Well Site: Surface Hole Location:

436' FNL, 1202' FEL, Section 17, Block 38, T1S, T&P RR Co., Abstract 152, Midland County, Texas

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Pioneer Natural Resources
[NAME OF COMPANY]

By Laura E Wallace
Its Regulatory Advisor

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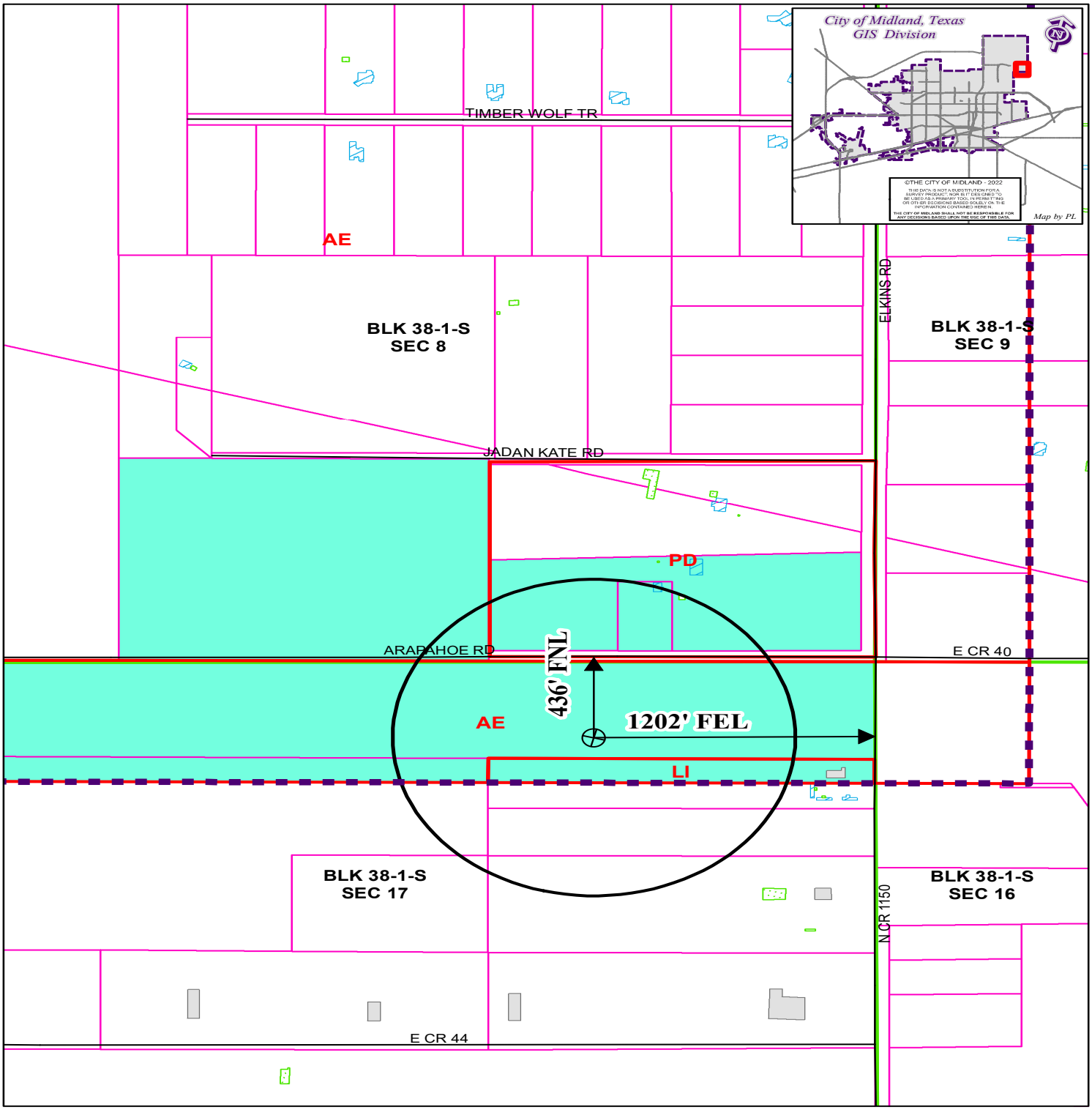

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Stimson-Nail E17S 119H

LEGEND

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Pioneer Natural Resources
[NAME OF COMPANY]

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[SEAL]

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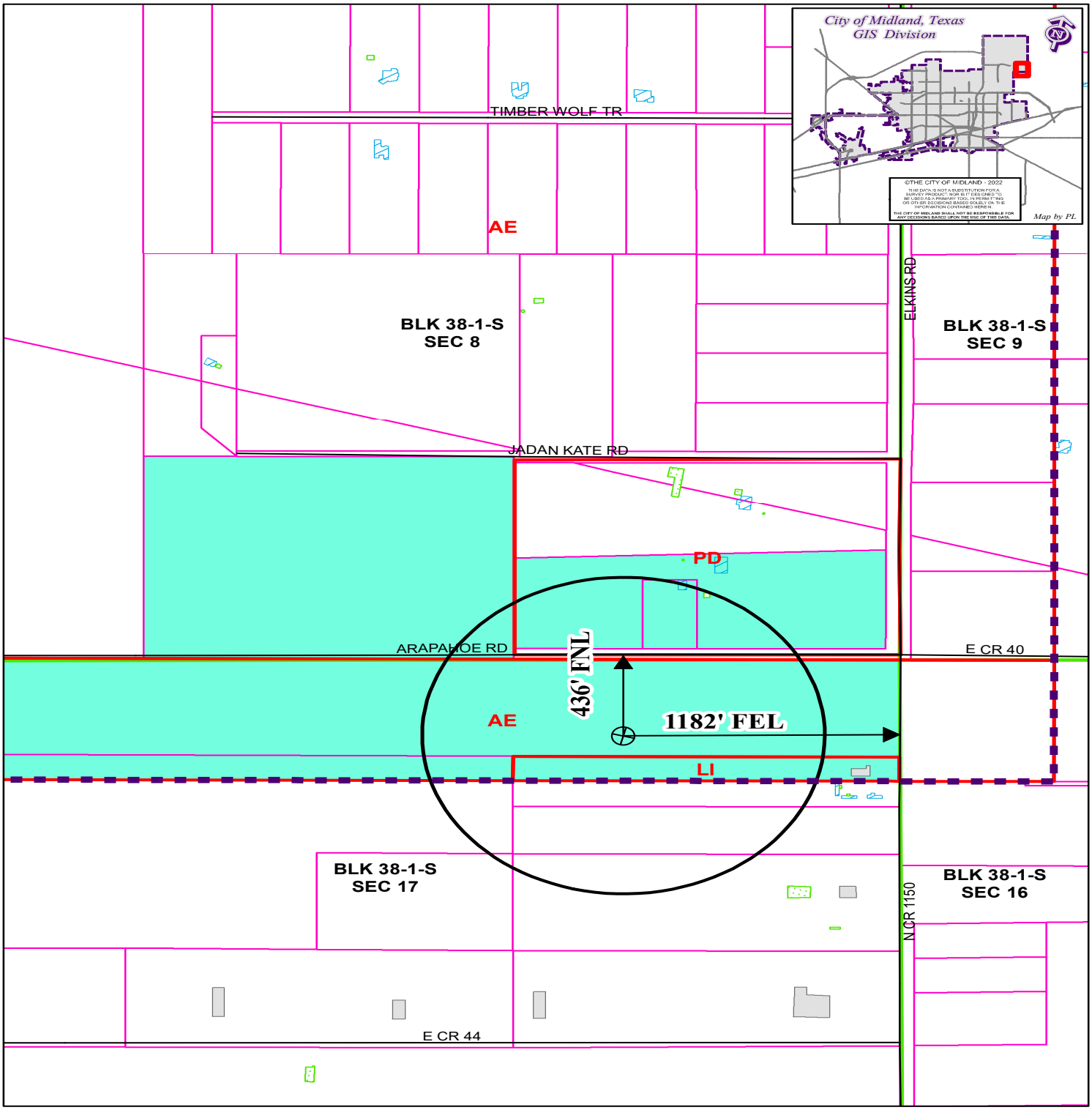

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Stimson-Nail E17T 120H

LEGEND

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ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 24

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 5 AND 6, BLOCK 2, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST SCHARBAUER DRIVE AND NORTH MARIENFELD STREET); 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Justin Roland, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling District, for a future development of townhouses at 411 and 413 Humble Avenue.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds would be required for this project.

Discussion:

Current Zoning:

MF-22, Multi-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned Development District for a Housing Development, in part and O-1, Office District, in part, and the location of apartments and single-family dwellings. The properties to the east are zoned MF-22, Multiple-Family Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, and O-1, Office District, and are the locations of single-family and apartment residences. The properties to the south are zoned SF-2, Single-Family Dwelling District, and the location of single-family houses. Lastly, the properties to the west are zoned MF-16, Multiple-Family Dwelling District, and the location of apartments.

Analysis:

The applicant, Justin Roland, is requesting to rezone the properties from MF-22, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling District, for a housing development at 411 and 413 Humble Avenue, these properties are currently vacant. Townhouse (Attached) Dwelling are not allowed in a MF-22, Multiple-Family Dwelling District. Therefore, this zone change request will bring this lot into conformance with the current zoning ordinance and allow for the redevelopment of the site. Additionally, TH, Townhouse (Attached) Dwelling District, is intended to provide townhouse development at the density of three to twelve units per acre. These lots are required to have a minimum of 2,500 square feet, with a minimum width of 25-feet for an interior lot or 30-feet for a corner lot.

Additionally, this property is in the process of platting. The applicant intends to parcel out the two lots into five lots and change the frontage of the lots to Marienfeld Street for the purpose of adding alternative housing options to Midland residents.

The current lot dimensions do not meet the minimum standards of MF-22, Multiple-Family Dwelling District according to the Residential Zoning District Regulations Chart within the City of Midland Zoning Ordinance Section 5.04. - Residential Zoning District Dimensional Regulations Chart. Based on the established neighborhood characteristic, this development will serve as a transition from the Single-Family Dwellings located to the south, into the Multi-Family Dwellings located north, east, and west of the site. In addition to creating a buffer from a collector street such as Scharbauer Drive.

The applicant will be required to adhere to the site plan review standards outline within the City of Midland Zoning Ordinance Section 5.04: - Residential Zoning District Dimensional Regulations Chart.

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 objections.

Building: (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, 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 objection to zone change.

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.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AE, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures.

An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Code: (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:

According to the Tall City Tomorrow Comprehensive Plan, Urban-High (U-H) land use includes higher density housing zones such as Townhouse District and Multiple-Family District while also mixing with complementary uses, such as office buildings, churches, schools, or hospitals. The current surrounding uses include Multi-Family dwellings, Single-Family Dwellings, and Office Districts. Therefore, the City of Midland Planning Department supports this zone change because townhomes would fit the Urban-High (U-H) intended land use appropriately.

This request was recommended for approval at the September 19, 2022, Planning and Zoning

Commission Meeting.

Staff recommends approval of this zone change from MF-22, Multi-Family Dwelling District to TH, Townhouse (Attached) Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the TH, Townhouse (Attached) Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of September 29, 2022.

Attachments:

Application
Survey (Exhibit A)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 5 AND 6, BLOCK 2, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO TH, TOWNHOUSE (ATTACHED) DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST SCHARBAUER DRIVE AND NORTH MARIENFELD STREET); 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 Lots 5 and 6, Block 2, Cowden Addition, City and County of Midland, Texas (the "Property") to TH, Townhouse (Attached) Dwelling 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 MF-22, Multiple-Family Dwelling District to TH, Townhouse (Attached) Dwelling 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-22-0302

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: JUSTIN ROLAND		Phone (432) 352-0927 Email JUSTIN@ROLAND-RE.COM	
Address 105 N G ST, STE 205	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: MIDLAND LOTS, LLC		Phone ( ) Email	
Address 4108 N BIG SPRING. ST	City MIDLAND	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: ROLAND REAL ESTATE Printed Name: JUSTIN ROLAND		Phone (432) 352-0927 Email JUSTIN@ROLAND-RE.COM	
Address 105 N G ST, STE 205	City MIDLAND	State TX	Zip 79701

Street Address: 411 & 413 HUMBLE

Legal Description
Lot: 5&6 Block: 2 Subdivision: COWDEN

Current Zoning: MF22	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: LOT DIMENSIONS ARE INSUFFICIENT TO ADAQUATELY BUILD AN MF22 PROJECT.

Present Use of Property: VACANT

Proposed Use of Property: TOWN HOUSE

How would this zone change affect the public health, safety and welfare? THEY WOULD BE A POSITIVE EFFECT AS NEW PROJECTS BRING REVITALIZATION

Describe how conditions affecting the property have changed since present zoning designation: LOT SIZE AND SET BACKS CREATE A SERIOUS HURDLE FOR BUILDING A LARGER COMPLEX

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):	Date: 5-23-22
Applicant (printed): Justin Rolland	
Property Owner (signature):	Date:
Property Owner (printed) :	

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.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Justin Rolland who, being by me duly sworn, upon oath says: That (s)he is the owner of 411 & 413 Humble or authorized by _____, 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.

MELISSA CONLEY
Notary Public, State of Texas
Comm. Expires 09-07-2022
Notary ID 131707492

Melissa Conley
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24 day of May, 2022, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

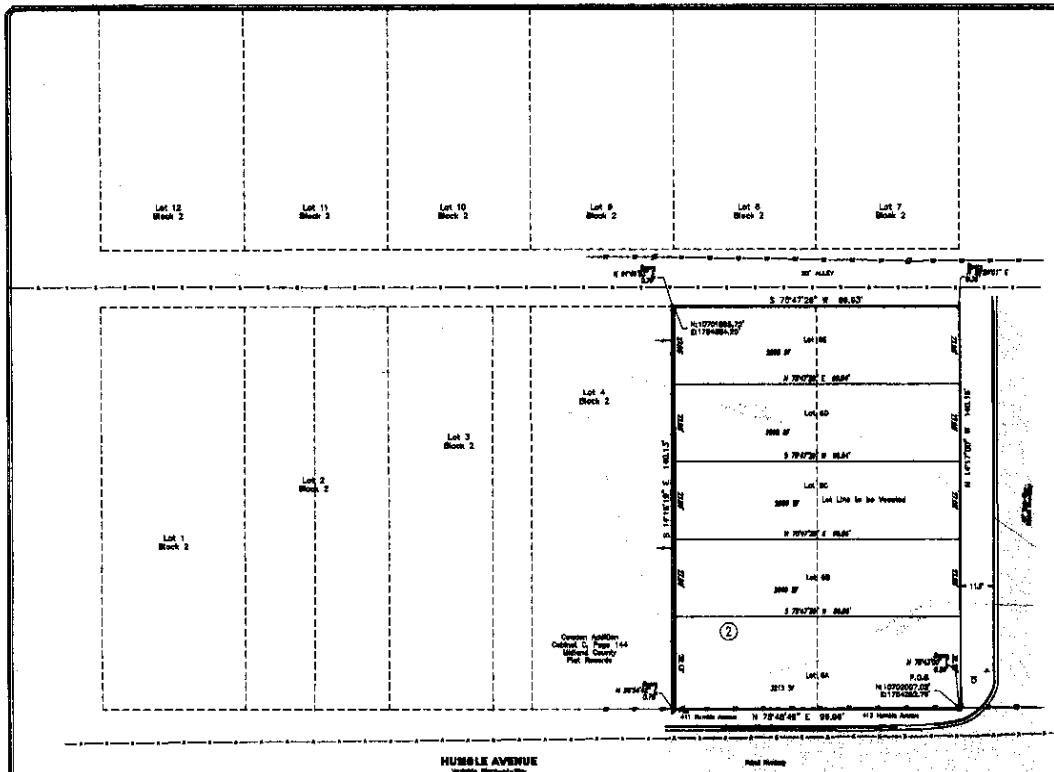
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # _____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

COWDEN ADDITION, SECTION 7

Being a Replat of Lot 5 & Lot 6, Block 2, Cowden Addition, City & County of Midland, Texas.

October 11, 2022



OWNERS' CERTIFICATE:

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, I, _____, as the recorded owner of a 0.322 Acre Tract of land recorded in Doc. No. _____, Midland County Official Public Records, County Of Midland, Texas, and more particularly shown hereon;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I, _____ does hereby adopt this plat designating the herein above described property as "COWDEN ADDITION, SECTION 7" an Addition to the City of Midland, Midland County, Texas, and do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon.

WITNESS our hands of Midland, Texas, this the_____day of_____ 2022.

_____

_____

ACKNOWLEDGMENT
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 the same was the act on owner, and that he executed the same as the act for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____day of _____ 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. A BLANKET EASEMENT OF INGRESS AND EGRESS WILL BE GRANTED FOR COWDEN ADDITION, SECTION 7 TO THE CITY OF MIDLAND FOR ENTRANCE AND TRASH COLLECTION AND LOCATION AND MAINTENANCE OF TRASH STRUCTURES, SAVE AND EXCEPT THOSE AREAS OCCUPIED BY A BUILDING OR STRUCTURE, SAID EASEMENT IS CONDITIONED SUCH THAT EXACT LOCATION OF SAID CONTAINERS AND THE EASEMENTS IN CONNECTION THEREWITH HAVE BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

4. BEARING & COORDINATES SHOWN ON THIS SURVEY ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM, NAD 1983, CENTRAL ZONE (4205).

5. A PORTION OF THIS PROPERTY IS IN ZONE AE & SHADED ZONE X AND DOES LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS GRAPHICALLY SCALED, DATED FEMA MAP NO. 48329C0008F, DATED SEPTEMBER 18, 2009, PREPARED FOR MIDLAND COUNTY, TEXAS.

6. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: _____ ATMOS ENERGY PRINT NAME

SIGNED: _____ ONCOR ELECTRIC DELIVERY PRINT NAME

SIGNED: _____ AT&T TEXAS PRINT NAME

SIGNED: _____ SUDDENLINK COMMUNICATIONS PRINT NAME

SIGNED: _____ GRANDE COMMUNICATIONS PRINT NAME

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "COWDEN ADDITION, SECTION 7" was approved by proper action of the City Planning and Zoning Commission of the City of Midland, on this_____day of _____ 2022.

SIGNED: _____
Chairman
LUCY SEMAZA

ATTEST: _____
Secretary
ELIZABETH SHAUGHNESSY

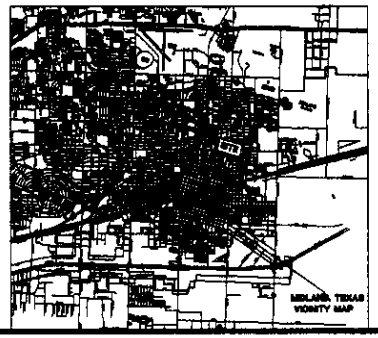
THAT I, AARON S. BURRELL, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS

20 July 2022
DATE

AARON SCOTT BURRELL IV RPLS 5889

Legend
- Set 1/2" Iron Rod w/ Cap stamped "Burrell 5889"
- Found 1/2" Iron Rod
- Found Iron Pipe
- Boundary
- Centerline

OWNER:
_____
MIDLAND, TEXAS 79701
(432)___-____

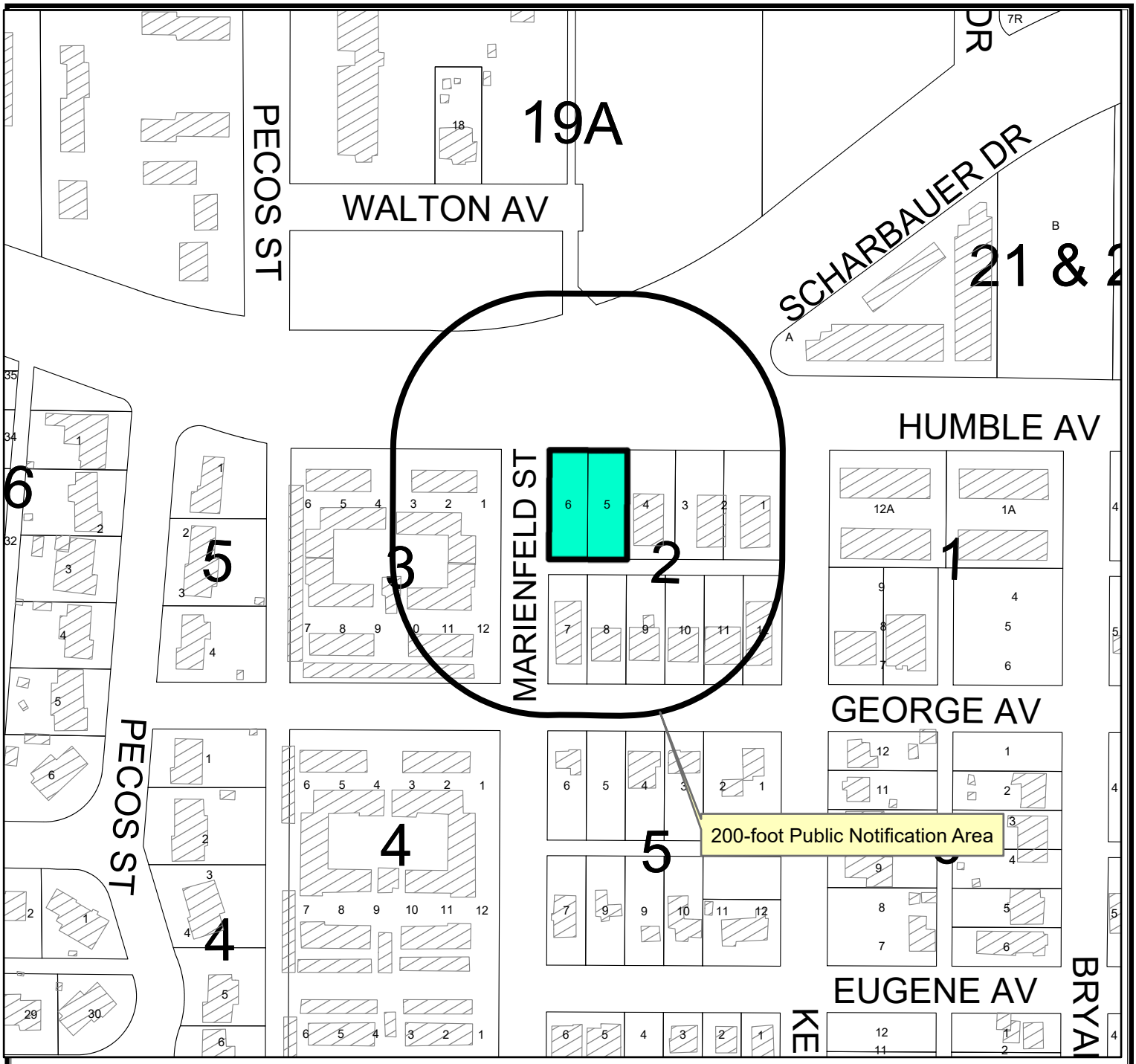


PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO._____CABINET_____
DATE_____PAGE_____

PACKET 24.10

SKETCH PLAT
COWDEN ADDITION, SECTION 7

Professional Land Surveying Inquiries:
Aaron Burrell Land Surveyors, LLC
[illegible]
Sheet 1 of 1



LOCATION MAP

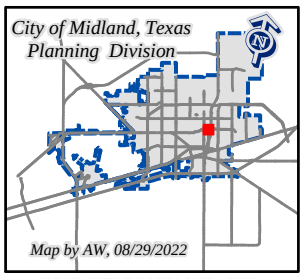
Z-22-0302 **Scale: 1" = 200'**

Consider a request by Ronald Real Estate for a zone change from MF-22, Multi-Family Dwelling District to TH, Townhose (Attached) Dwelling District on Lots 5 and 6, Block 2, Cowden Addition, City and County of Midland, Texas.

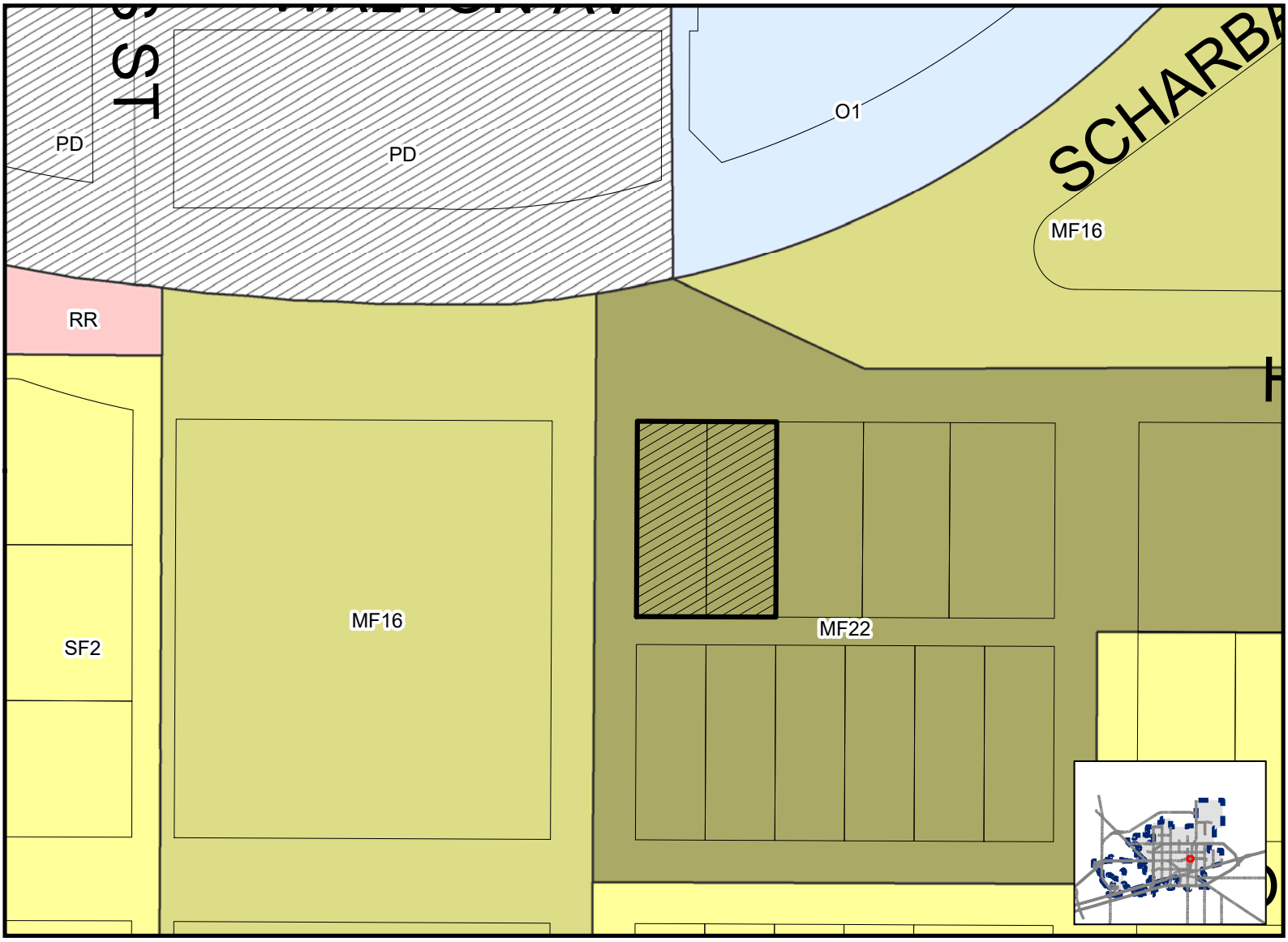
Generally located on the southeast corner of the interesection of West Scharbauer Drive and North Marienfeld Street. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 11, 2022



Map By AW, 8/29/2022 **Z-22-0302** **Scale: 1" = 200'** **ZONING MAP**

© THE CITY OF NI
TO BE USED AS A PR
HEREIN.THE CITY OF
UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.


STOP






NO PARKING
FOR RESIDENTS
ONLY

City Council Meeting

Item Number: 25

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Alexandra Walling, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 4 THROUGH 6, BLOCK 24, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST PARKER AVENUE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Jorge Ramos, representing Culichi's Restaurant, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant conducting business as Culichi's Restaurant, located at 1501 North Big Spring Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

LR, Local Retail District

Surrounding Zoning and Land Use:

The properties to the north are zoned LR, Local Retail District, and the location of businesses. The properties to the east are zoned LR, Local Retail District and SF-2, Single-Family Dwelling District, and location of businesses and single-family houses. To the south, the properties are zoned RR, Regional Retail District, and the location of businesses. The properties to the west are zoned SF-2, Single-Family Dwelling District and PD, Planned District for a Transition District and location of single-family houses.

Discussion:

The applicant, Jorge Ramos, representing Culichi's Restaurant, is requesting a Specific Use Designation (SUD) for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant conducting business as Culichi's Restaurant, located at 1501 North Big Spring Street.

The restaurant is not in operation currently. The property is zoned LR, Local Retail District, which permits the sale of alcoholic beverages with the approval of a Specific Use Permit. The floor plan provided, attached hereto as Exhibit A, shows a total square footage of 5,155.51 square feet, with an alcohol serviceable area of 2,537.74 square feet. The site currently has adequate parking and access.

The restaurant has the following hours of operation:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

The restaurant is proposing the following hours of alcohol service:

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objections to zone change request.

Engineering: (Approved)

No objections.

Oil & Gas: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 173 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 3, which discusses “balanced neighborhoods” where residents can easily access an array of restaurants, shops, and engage in the community (Tall City Tomorrow page 137). Culichi’s is an establishment that promotes a positive environment where local residents can interact and build new connections.

This request was recommended for approval at the September 19, 2022, Planning and Zoning Commission Meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. **That the serviceable area of the restaurant shall be limited to approximately 2,537.74 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

Monday through Sunday from 11 a.m. to 12 a.m. (the next day)

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. **That the establishment shall meet all requirements of the Fire Department and Code Administration.**

E. **That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.**

F. **That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.**

G. **That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.**

Letters of Objection:

As of September 29, 2022, staff has received one letter of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 4 THROUGH 6, BLOCK 24, COWDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST PARKER AVENUE), WHICH IS PRESENTLY ZONED LR, LOCAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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 With Term for Lots 4 through 6, Block 24, Cowden Addition, 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 With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present LR, Local Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,537.74 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 12:00 a.m. (midnight).

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

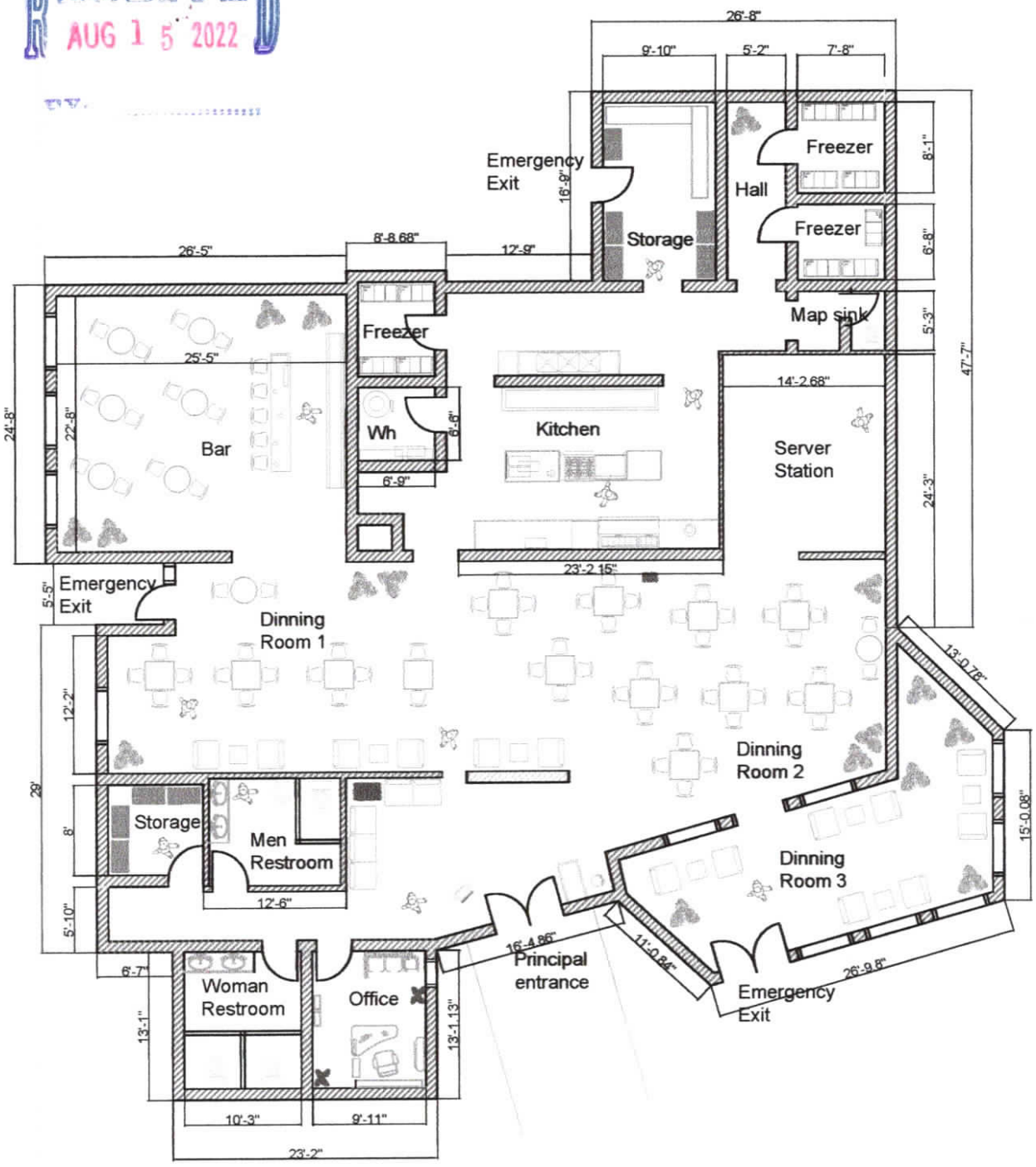
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

RECEIVED
AUG 15 2022

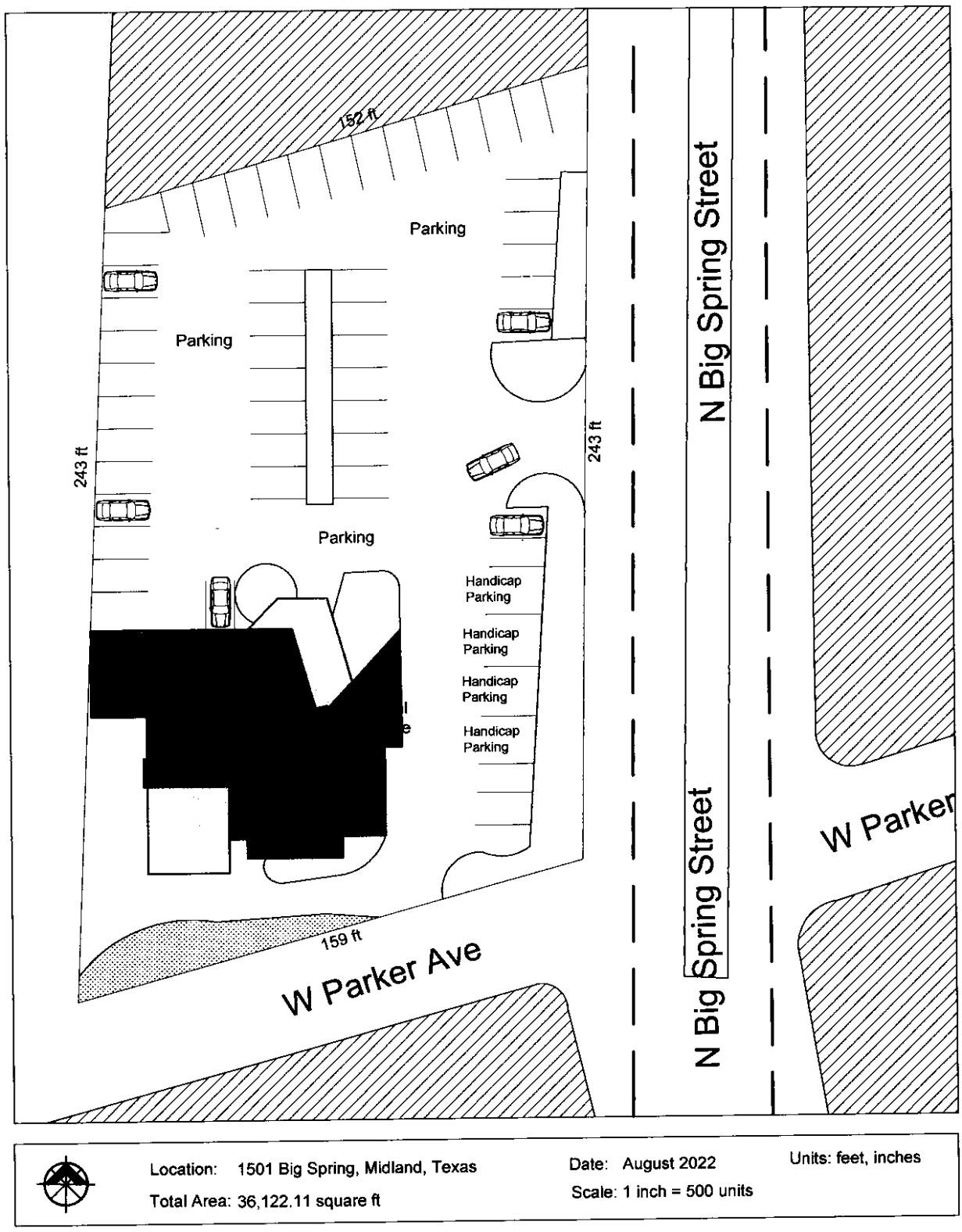


Location: 1501 Big Spring, Midland, Texas Date: August 2022

Area: 5,155.41 square ft Scale: 1 inch = 150 units

Serviceable Square Footage: 2,537.74 square ft

Total Area: 36,122.11 square ft Units: feet, inches


152 ft
Parking
Parking
Parking
243 ft
243 ft
Handicap Parking
Handicap Parking
Handicap Parking
Handicap Parking
N Big Spring Street
N Big Spring Street
W Parker
159 ft
W Parker Ave
Location: 1501 Big Spring, Midland, Texas
Total Area: 36,122.11 square ft
Date: August 2022
Scale: 1 inch = 500 units
Units: feet, inches

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-22-0139

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: JORGE RAMOS/ ALEGRES3 LLC		Phone (806)274-1469 Email jr9118223@gmail.com	
Address 1501 N BIG SPRING ST	City MIDLAND	State TX	Zip 79701

Property Owner Printed Name: DEBBIE CHIU		Phone (432)230-9610 Email TEHYUCHIU@GMAIL.COM	
Address 5003 TEAKWOOD	City MIDLAND	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 1501 N BIG SPRING ST MIDLAND, TX 79701

Business Name: CULICHIS RESTAURANT

Legal Description
Lot: 004 THRU 6 Block: 024 Subdivision: DOWDEN

Current Zoning: RESTAURANT - LR

Reason for Request: WE WANT TO BE ABLE TO OFFER OUR CUSTOMERS A DRINK WITH THEIR MEAL.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT

Proposed/Current Days and Hours of Operation:
MON-SUN 11 AM-12AM

Proposed Days and Hours of Alcohol Service:
MON-SUN 11AM-12AM

Total Square Footage of Business: 5,000 SQ FT

Square Footage of Alcohol Serviceable Area: 2600

Restroom Fixtures:			
Men	**Toilets/Urinals:** 1 / 2	**Bathroom Sinks:** 1
Women	**Toilets:** 3	**Bathroom Sinks:** 2

RECEIVED
AUG 15 2022

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature):	Date: 8/3/22
Applicant (printed): JORGE V RAMOS	
Property Owner (signature):	Date: 8/3/22
Property Owner (printed) : DEBBIE CHIU	

The Specific Use Designation with Term for the sale of all alcoholic beverages 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 Jorge Ramos Nunez who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, 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 4th day of July, 2022, to certify which witness my hand and seal of office.

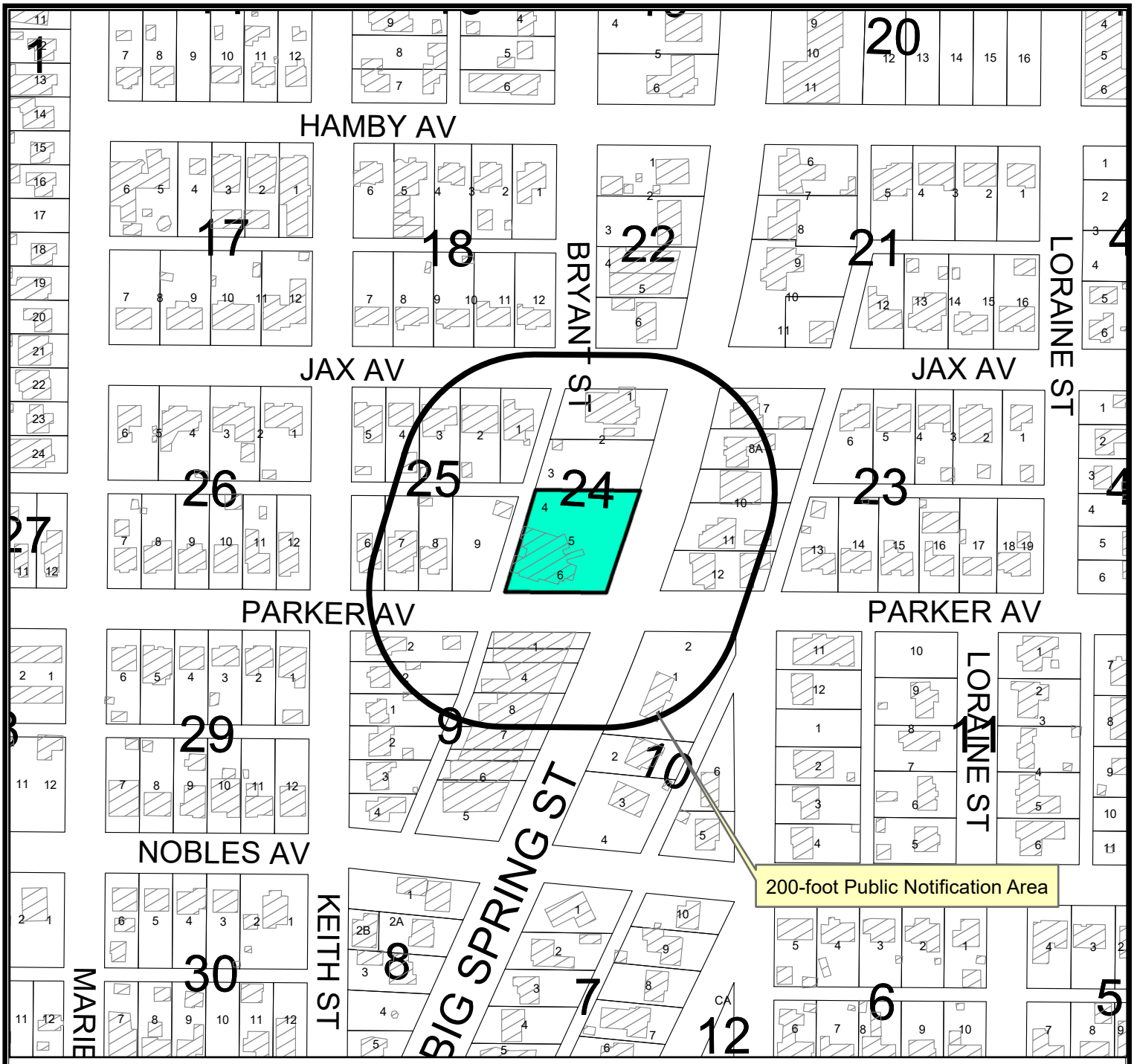
NOTARY PUBLIC STATE OF TEXAS
DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☐ Application Fee	☒ Site Plan
Check # CC	☒ Plans in Digital Format (PDF/JPEG)
Received By: DC	Date: RECEIVED AUG 15 2022 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

SUD-22-0139 **Scale: 1" = 200'**

Request by Jorge Ramos for a Specific Use Designation with Term for on-premises consumption, in a 5,155 square foot portion of Lots 4-6, Block 24, Cowden Addition, City and County of Midland, Texas.

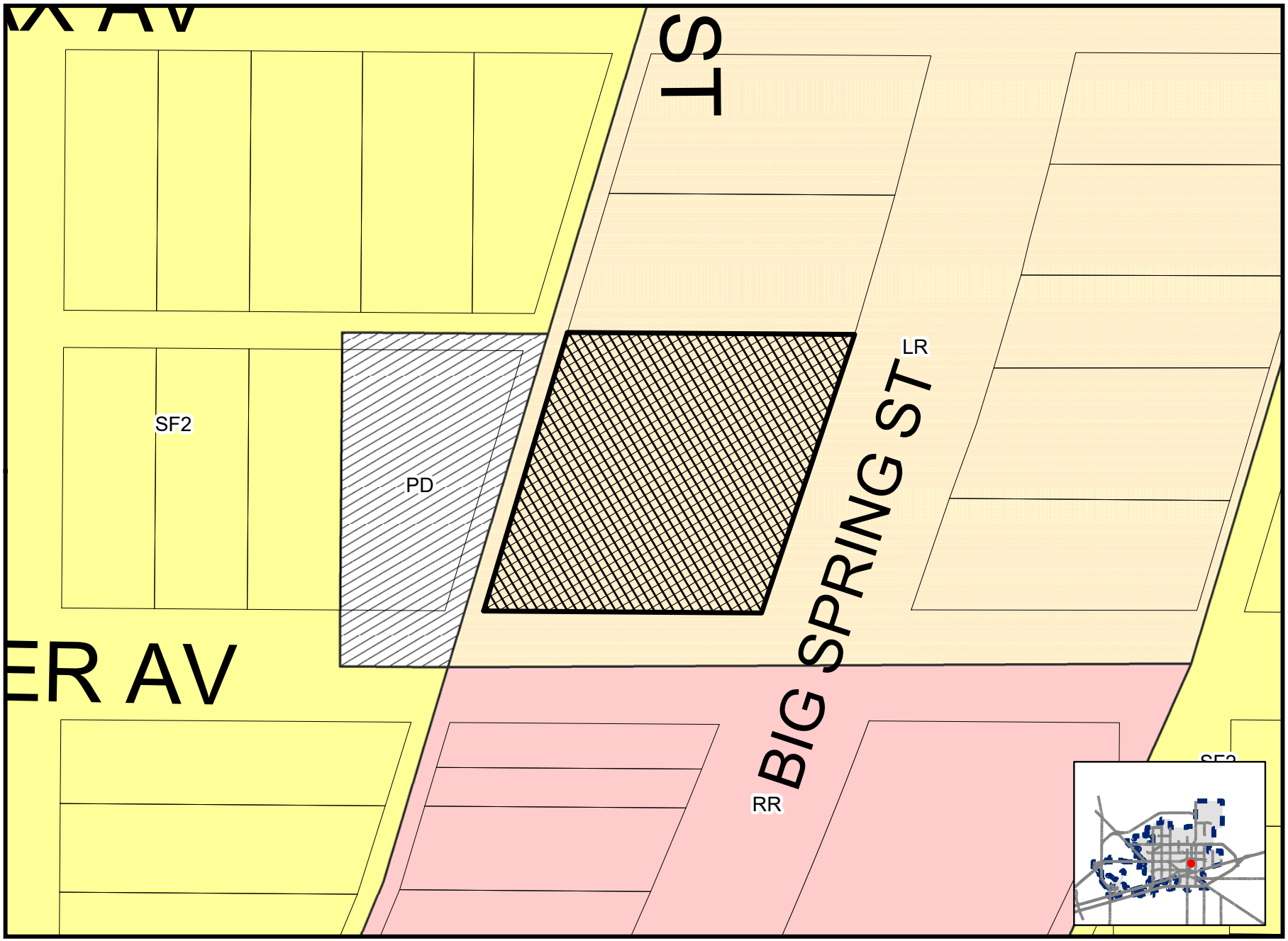
Generally located on the northeast corner of the intersection at North Big Spring Street and West Parker Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 11, 2022



Map By AW, 9/29/2022

SUD-22-0139

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS MAP


LOCKSMITH
KEYS
Big Spring St







MIDLAND
Planning Division

RECEIVED
SEP 29 2022
BY: .....

WINCHESTER ASSET MGMT LTD
PO BOX 1828
MIDLAND TX 79702 1828

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **Tuesday, October 11, 2022,** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **Jose Ramos,** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: Lots 4-6, Block 24, Cowden Addition, City and County of Midland, Texas.

LOCATION: Generally located on the northwest corner of the intersection of North Big Spring Street and West Parker Avenue. (Council District 3)

CURRENT ZONING: LR, Local Retail District

SPECIFIC USE: For the sale of all alcoholic beverages for on-premises consumption, in a restaurant.

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:**

Required Information:

Property Owner's Signature

ALAN D. BOYD, FOR WINCHESTER ASSET MGT.
Printed Name

1504 N. Big Spring Mid 79701
Property Address (**No P.O. Boxes**)

If any further information is desired, please contact the Planning Division at (432) 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : (432) 685-7400.

Notices Mailed: 22
Date Mailed: September 23, 2022
Case Number: SUD-22-0139
Case Name: Culichi's Restaurant
AW : Planner's Initials

Elizabeth Shaughnessy
Planning Division 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.

City Council Meeting

Item Number: 26

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Kelly Martinez, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOTS 1 AND 2, BLOCK J, GARRETT PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST INDIANA AVENUE, APPROXIMATELY 241 FEET EAST OF CARLTON STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A KENNEL; 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 2) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Elisa Matneson is requesting a Specific Use Permit without Term for a Kennel located at 2401 W. Indiana Avenue.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Uses:

This property is located at 2401 Indiana Avenue, and is zoned RR, Regional Retail District. The property to the north is zoned RR, Regional Retail District, and is the location of Mac's BBQ. The property to the east is zoned RR, Regional Retail District, and the location of a parking lot. The property to the south is zoned MF-22, Multi-Family Dwelling District, and the location of a residential home. The property to the west is zoned RR, Regional Retail District, and the location of a pest control service.

Analysis:

The property is located at 2401 Indiana Avenue, and the location of a pet groomer. They are wanting to add pet boarding services to this location. According to the Midland Zoning Ordinance, kennels are permitted by a specific use permit in the RR, Regional Retail District. The property approximately has 2,400 square feet of floor area. The building will consist of multiple rooms that will be used for grooming, bathing, drying, and boarding.

There will be 15 kennels available with different sizes. The 4x6 kennel will hold 2 large dogs or 3 small dogs. The 8x7 or 8.5x7 kennel will hold 3 large dogs or 4 small dogs. Finally, the 13x7 kennel will hold 4 large dogs or 5 small dogs. As shown on Table 1.0 Kenel Layout Table below.

Table 1.0 Kennel Layout

SIZE of Kennel	No. of Kennels	Max. No. Large Dogs	Max No. Small Dogs	Max Capasity per Kennel
8.5 X 7	1	3	4	4
8 X 7	1	3	4	4
4 x 6	12	2	3	36
13 X 7	1	4	5	5
Total	*15 Kennels*			*49 small or 34 large dogs; or a combination based on kenel size.*

The dogs will be kept in the kennel for a maximum timeframe of 7 days; however, most stays happen over the weekend. The hours of operation are Monday through Sunday from 7:30 a.m. to 7:30 p.m. Additionally, the dogs are kept overnight for 24 hours. The facility will use the outdoor area as a play area for the dogs. The property is required to have 6 parking spaces. The property does not have any parking located on their property; however, they have a parking agreement in place with the property owner to the east that will allow them to utilize their parking lot for parking.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objections.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objection.

Building Code: (Approved)

No issues. All future structures or construction activity 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, 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.

Animal Services: (Approved with Conditions)

It is not the best ideal location for a kennel as it backs up to a residential area. There aren't any codes that prevent them from having them there if they comply with Chapter 2 Sec. 6-2-5 Barking Dogs.

Planning: (Denied)

The kennel will be located adjacent to residential homes behind the alley. The proposed kennel may affect the tranquility of this neighborhood. Kennels often have many dogs barking and other animal noises. In these environments, the noise level and odor are always a concern. The building is not soundproof and there are currently no plans to make it soundproof. As mentioned earlier, dogs will be allowed outside for some periods of time, and with the potential of having 49 small dogs at one time will make it harder to control the barking noise. The applicant will also need to be responsible for the pet waste on the property.

This request was recommended for approval at the September 19, 2022, Planning and Zoning Commission meeting.

However, staff recommends denial of the Specific Use Designation without Term for a Kennel. However, if approved the property shall be subject to Conditions A through B.

Conditions:

A. That the use and development of this Property as a kennel shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein.

B. That the owner of the Property shall ensure compliance with all applicable provisions of the City Code, including those that specifically apply to the operation of a kennel or the keeping, harboring or maintenance of an animal.

Letters of Objection:

As of September 28, 2022, staff has not received any letters of objections.

Attachments:

Site Plan (Exhibit A)
Application
Letters of Support
Maps

Morris Williams Jr.

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 LOTS 1 AND 2, BLOCK J, GARRETT PLACE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST INDIANA AVENUE, APPROXIMATELY 241 FEET EAST OF CARLTON STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A KENNEL; 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 Lots 1 and 2, Block J, Garrett Place Addition, 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 kennel, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of this Property as a kennel shall significantly conform to the site plan, which is attached hereto as Exhibit "A" and

incorporated herein.

B. That the owner of the Property shall ensure compliance with all applicable provisions of the City Code, including those that specifically apply to the operation of a kennel or the keeping, harboring or maintenance of an animal.

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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

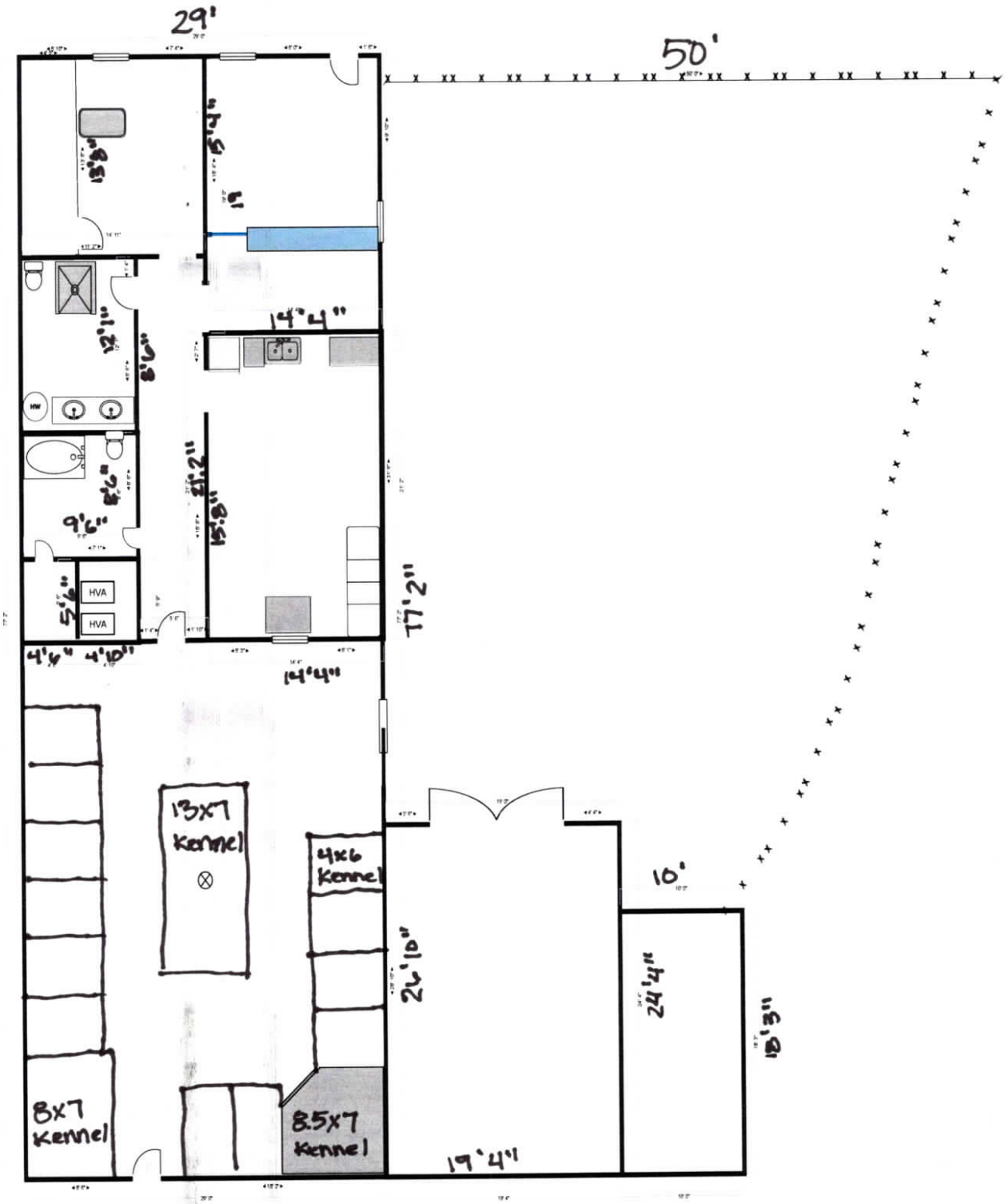
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney


29'
50'
13'8"
5'4"
19'
12'1"
8'6"
14'4"
9'6"
4'6"
15'8"
21'2"
5'6"
HVA
HVA
4'6"
4'10"
14'4"
77'2"
13x7
Kennel
4x6
Kennel
10'
24'10"
24'4"
15'3"
8x7
Kennel
8.5x7
Kennel
19'4"

MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDuse-22-0028

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Elisa Matheson		Phone (432) 262-0546 Email starshollowdogresort@gmail	
Address 3517 N. Michigan Ave	City Midland	State TX	Zip 79703

Property Owner Printed Name: Dennis Baker		Phone ( ) Email	
Address 2405 W. Indiana Ave	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit:

For Office Use Only

☐ with Term ☐ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☒ No

Street Address: 2401 W. Indiana Ave. Midland, TX 79701

Legal Description
Lot: 2 Block: J Subdivision: Garrett Place

Current Zoning: Retail - RR, Regional Retail

Maximum Floor Area: 2400 sq. ft.

Maximum Occupancy:

Proposed hours and days of use or operation: 12am-12pm ~~Sat-Sun~~ Sun-Sat. (dogs)
Mon-Sun 7:30 am - 7:30 p.m.

Reason for request: Kennel; Boarding for dogs

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: _____

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)

RECEIVED
AUG 15 2022

Signatures

Applicant (signature):	Date: 8/2/22
Applicant (printed): Elisa Matheson	
Property Owner (signature):	Date: 8/2/22
Property Owner (printed) : Dennis Baker	

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 Elisa Matheson who, being by me duly sworn, upon oath says: That (s)he is authorized by Dennis Baker, 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 15th day of Aug, 20 22, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- [x] Property Owner Authorization
- [x] Application Fee
  Check # 1006
- [x] Dimensioned Site Plan
- [x] Site Plan in Digital Format (PDF/JPEG)

Received By: DC

Date: RECEIVED AUG 15 2022

****Application will not be considered for scheduling until reviewed by a planner.****

Exhibit "A"


29'
50'
Grooming Room
Reception Area
Restroom
Bathing Room
Drying Room
HVA
HVA
14'4"
17'2"
13x7 Kennel
4x6 Kennel
8x7 Kennel
8.5x7 Kennel
Storage
Storage
10'
19'4"

I, Elouise Church, give Stars Hollow Dog Resort permission to use our parking lot for their boarding/grooming business. This would allow the six spaces that are needed for business to run efficiently.

X _____ Date: 8-1-2022

X _____ Date: 8/2/2022

Elisa Matheson (Owner) Stars Hollow Dog Resort


2401 W INDIANA
2400 ELIZABETH AVE
Parking
1
2
3
4
5
11

STARS HOLLOW
DOG GROOMING
2401 W. INDIANA
MIDLAND, TX 79701
432-262-0546

I, Javier Carlos at 2406 Elizabeth Ave. approve Stars Hollow Dog Grooming to do boarding at the address 2401 W. Indiana Ave. Please take my signature into consideration for approval.

Signature

9-1-22
Date

Yo, _____ direccion _____ apruevo a Stars Hollow Dog Grooming alojamiento de perros en la dirección 2401 W. Indiana Ave. Por favor tome me firma como consideración en favor del establecimiento.

_____
Firma

_____
Fecha

STARS HOLLOW
DOG GROOMING
2401 W. INDIANA
MIDLAND, TX 79701
432-262-0546

I, _____at _____ approve Stars Hollow Dog Grooming to do boarding at the address 2401 W. Indiana Ave. Please take my signature into consideration for approval.

_____
Signature

_____
Date

Yo, Araceli Alfaro direccion 2404 Elizabeth ave. apruevo a Stars Hollow Dog Grooming alojamiento de perros en la dirección 2401 W. Indiana Ave. Por favor tome me firma como consideración en favor del establecimiento.

_____
Firma

11/04/2022.
Fecha

STARS HOLLOW
DOG GROOMING
2401 W. INDIANA
MIDLAND, TX 79701
432-262-0546

I, Andrea Hill at 2400 Elizabeth Avenue approve Stars Hollow Dog Grooming to do boarding at the address 2401 W. Indiana Ave. Please take my signature into consideration for approval.

andrealill
Signature

9/1/22
Date

Yo, _____ direccion _____ apruevo a Stars Hollow Dog Grooming alojamiento de perros en la dirección 2401 W. Indiana Ave. Por favor tome me firma como consideración en favor del establecimiento.

_____
Firma

_____
Fecha

STARS HOLLOW
DOG GROOMING
2401 W. INDIANA
MIDLAND, TX 79701
432-262-0546

I, Justina Hill at 2403 Elizabeth Ave approve Stars Hollow Dog Grooming to do boarding at the address 2401 W. Indiana Ave. Please take my signature into consideration for approval.

Justina Hill
Signature

9-1-22
Date

Yo, _____ direccion _____ apruevo a Stars Hollow Dog Grooming alojamiento de perros en la dirección 2401 W. Indiana Ave. Por favor tome me firma como consideración en favor del establecimiento.

_____
Firma

_____
Fecha

STARS HOLLOW
DOG GROOMING
2401 W. INDIANA
MIDLAND, TX 79701
432-262-0546

I, Beatrice Estrada at 2405 Elizabeth approve Stars Hollow Dog Grooming to do boarding at the address 2401 W. Indiana Ave. Please take my signature into consideration for approval.

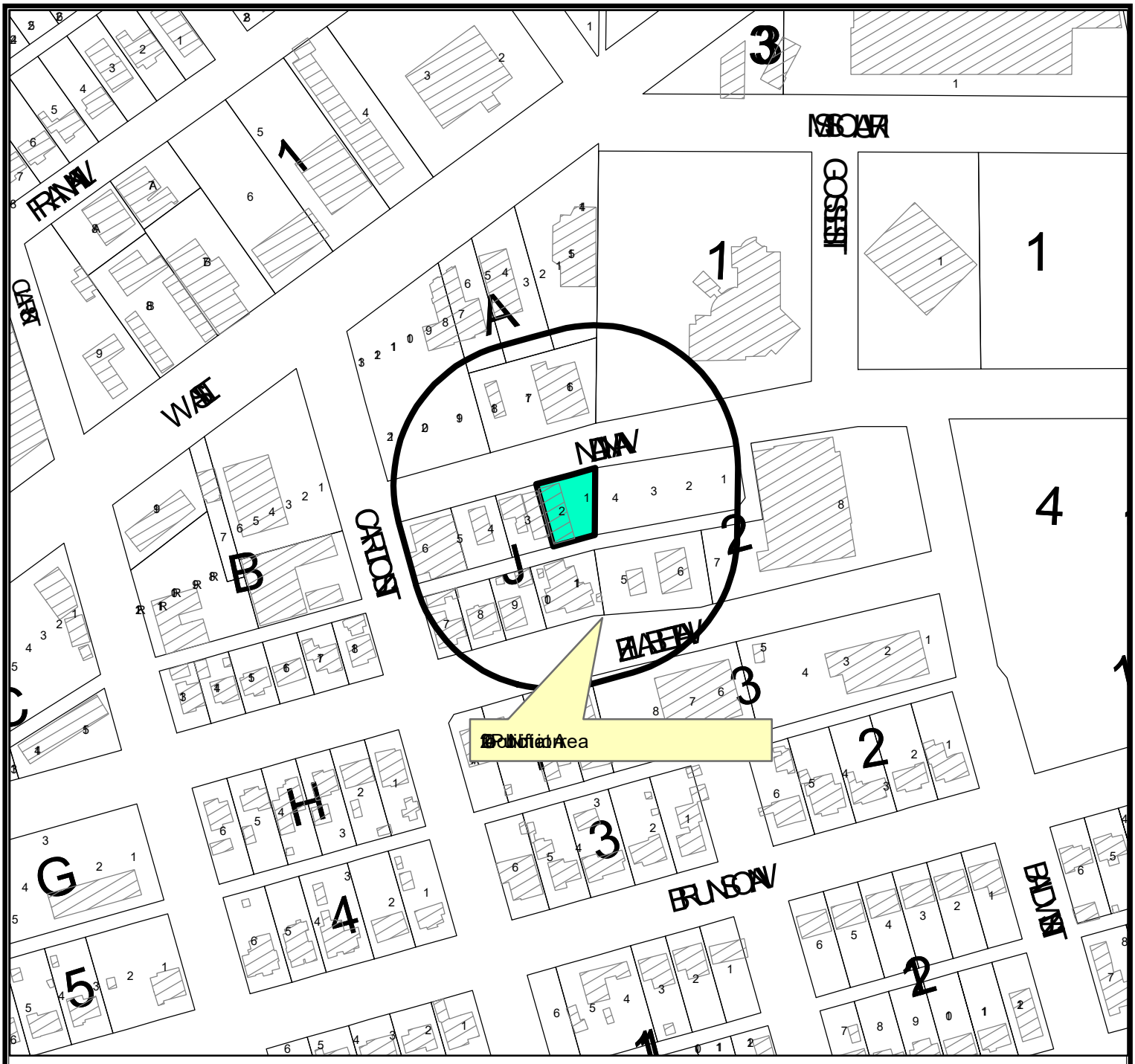
Signature

9-1-22
Date

Yo, _____ direccion _____ apruevo a Stars Hollow Dog Grooming alojamiento de perros en la dirección 2401 W. Indiana Ave. Por favor tome me firma como consideración en favor del establecimiento.

_____
Firma

_____
Fecha



LOCATION MAP

SUDwo-22-0028 **Scale: 1" = 200'**

Consider a request by Elisa Matneson for a Specific Use Designation without Term for a Kennel, on Lots 1 and 2, Block J, Garrett Place, City and County of Midland, Texas.

Generally located on the south side of W. Indiana Avenue, approximately 241-feet east of Carlton Street. (Council District 2)

PACKET 26.19

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 11, 2022

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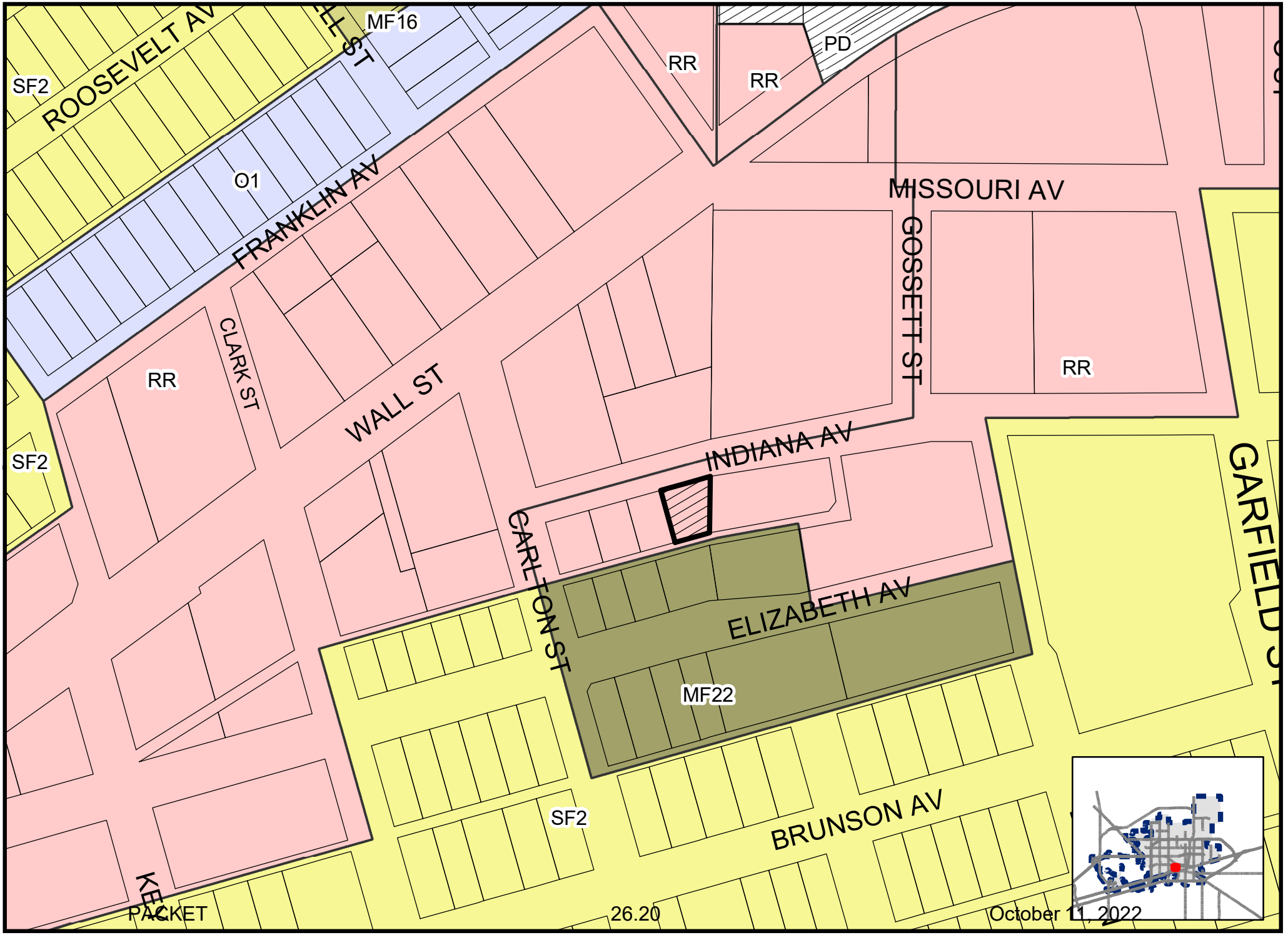
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY NOR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By KM, 09/01/2022

SuDwo-22-0028

Scale: 1" = 200'

ZONING MAP

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GREAT FOOD.
GREAT CUSTOMERS.
GREAT MARGARITAS.
MAC'S
LOADING
UNLOADING
MAC'S
CATERING
PICK UP
PARKING ONLY
MAC'S
RESERVED
FOR U.S.
VETERANS






STARS HOLLOW
DOG GROOMING

City Council Meeting

Item Number: 27

Meeting Date: October 11, 2022

To: City Council / City Manager

From: James Reber,

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,085-SQUARE FOOT PORTION OF LOT 6A, BLOCK 27, WYDEWOOD ESTATES, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 800 FEET SOUTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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)**

Purpose:

The applicant, Lifeng Liang, d/b/a K-Pot Korean BBQ & Hot Pot, is requesting to a Specific Use Designation with term, for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, located at 3116 N Loop 250 W. Suite 300.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Current Zoning:

PD, Planned Development District (Ordinance No. 8249)

Surrounding Zoning and Land Use:

The property to the north, east, and west are zoned PD, Planned Development for a Shopping Center, and is the location of retail. The properties to the south are zoned PD, Planned Development District for Office, and is the location of businesses.

Analysis:

The property is located at 3116 N Loop 250 W. Suite 300 and is currently zoned PD, Planned Development for a Shopping Center (Ordinance No. 8249) with an underline zoning of RR, Regional Retail, which permits the sale of all alcoholic beverages for on-premises consumption, in a restaurant with the approval of a Specific Use Designation with Term.

The restaurant is not in operation currently. The floor plan attached hereto a “Exhibit A” illustrates that the establishment has a total square footage of 4,850 square feet, with an alcohol serviceable area of 2,000 square feet. The site currently has adequate parking, access, and internal circulation.

The proposed days and hours of operation are:

Monday through Thursday from 11:00 a.m. to 9:30 p.m.
Friday and Saturday from 11:00 a.m. to 10:30 p.m.
Sunday from 11:00 a.m. to 9:30 p.m.

The applicant is requesting the following alcohol serviceable hours.

Monday through Thursday from 11:00 a.m. to 9:30 p.m.
Friday and Saturday from 11:00 a.m. to 10:30 p.m.
Sunday from 11:00 a.m. to 9:30 p.m.

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public-school, public-school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property using the front door to door distance measurement.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Engineering: (Approved)

No objection. [For the Applicant's information]

Oil & Gas: (Approved)

No objections.

Transportation: (Approved)

No objections.

Building Code: (Approved)

The SUD is acceptable. The property must adhere to the maximum occupant load of 136 for the alcohol serviceable area. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Planning:

The request is in compliance with the *Tall City Tomorrow Comprehensive Plan, Chapter 6-Character Plan Goal 4, which is to* "Encourage the development of places where Midland residents can gather and socialize to build connections." (Tall City Tomorrow page 137) K-Pot Korean BBQ & Hot Pot is an establishment that will provide Midland residents with a unique social gathering experience.

This request was recommended for approval at the September 19, 2022, Planning and Zoning Commission Meeting.

Staff recommends approval of this Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to conditions A through G.

Conditions:

A. That the establishment shall not exceed 2,000 contiguous square feet in area as shown in Exhibit "A", which is attached hereto and incorporated herein.

B. That the days and hours of alcoholic beverages sales and consumption shall be limited to:

Monday through Thursday from 11:00 a.m. to 9:30 p.m.
Friday and Saturday from 11:00 a.m. to 10:30 p.m.
Sunday from 11:00 a.m. to 9:30 p.m.

C. That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on premises consumption to ensure that the conditions of this permit are satisfied.

G. That in accordance with Section 9.07.E.3 of the Zoning Ordinance, the establishment shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of September 29, 2022, staff has not received any letters of objections.

Attachments:

Application
Floor Plan (Exhibit A)
Site Plan (Exhibit B)
Maps
Ordinance No. 8249

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 5,085-SQUARE FOOT PORTION OF LOT 6A, BLOCK 27, WYDEWOOD ESTATES, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 800 FEET SOUTH OF WEST WADLEY AVENUE), WHICH IS PRESENTLY ZONED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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 With Term for a 5,085-square foot portion of Lot 6A, Block 27, Wydewood Estates, Section 26, 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 With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the uses permitted in the present PD, Planned Development District for a

Shopping Center.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 2,000 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Thursday from 11:00 a.m. to 9:30 p.m.;
Friday and Saturday from 11:00 a.m. to 10:30 p.m.; and
Sunday from 11:00 a.m. to 9:30 p.m.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to the commencement of the sale of alcoholic beverages for on-premises consumption to ensure that the conditions of this Specific Use Designation With Term are satisfied.

G. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

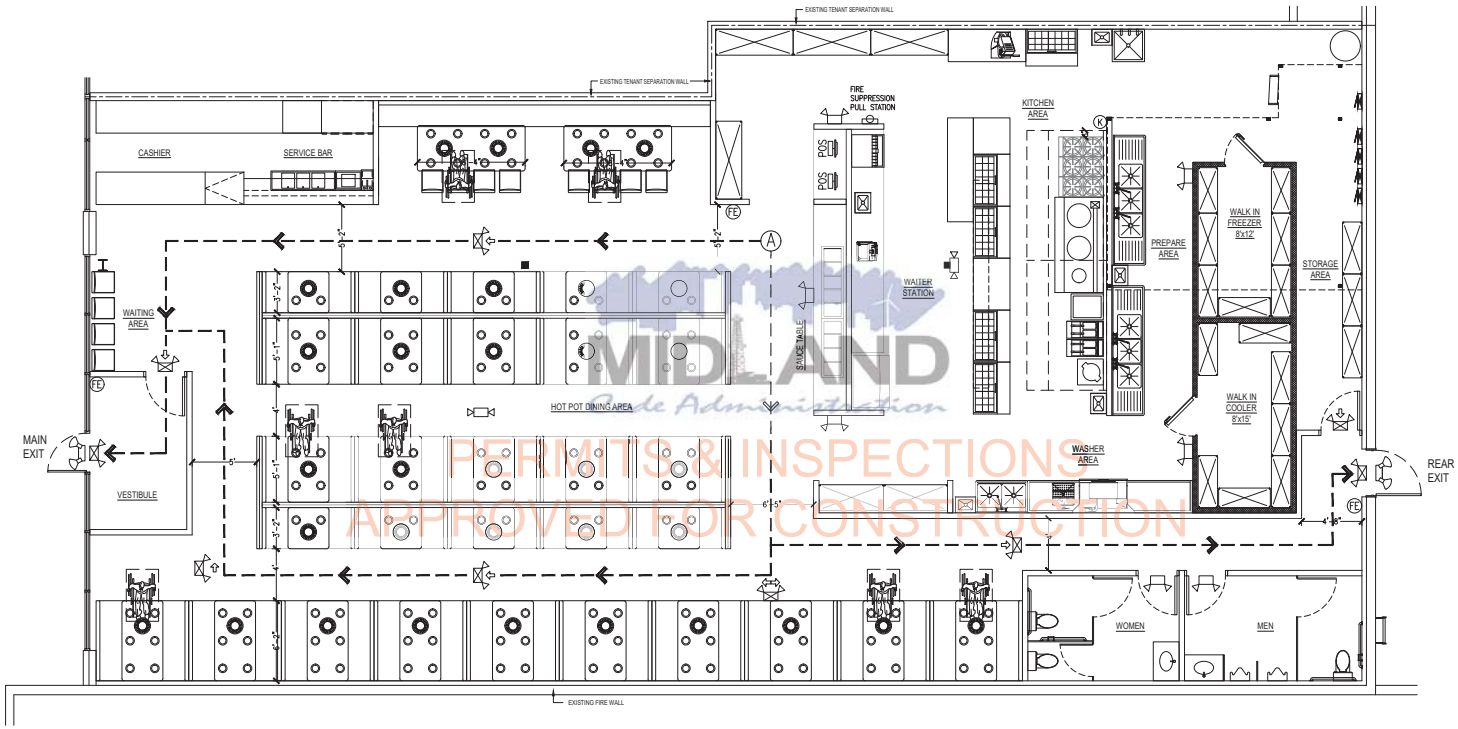
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"



MIDLAND Code Administration
PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

LIFE SAFITY PLAN SCALE: 1/4"=1'-0"

SYMBOL LEGEND

- TRAVEL PATH TAG
- EXIT/EMERGENCY LIGHT W. BATTERY BACK-UP.
- EMERGENCY LIGHT W. BATTERY BACK-UP.
- REMOTE HEAD BATTERY BACK-UP.
- FIRE SUPPRESSION PULL STATION MOUNTED AT 44" AFF.
- (K) CLASS "K" FIRE EXTINGUISHER (INSTALL MAX. 40" AFF. TO THE TOP OF THE HANDLE)
- (FE) 2A10 "BC" FIRE EXTINGUISHER (INSTALL MAX. 40" AFF. TO THE TOP OF THE HANDLE)

- NUMBER OF EXITS (PER 2018 IBC, SECTION 1006.2.1)
  REQUIRED: 2
  PROVIDED: 2
- EGRESS WIDTH (PER 2018 IBC, SECTION 1005.1)
  EXIT CAPACITY CALCULATIONS (DOORS)
  152 X 0.2 = 30.4" REQUIRED

  MAIN EXIT PROVIDED: 34" > 15.2" (50% OF THE REQUIRED CAPACITY)
  REAR EXIT PROVIDED: 34" > 15.2" (50% OF THE REQUIRED CAPACITY)
  TOTAL EXIT PROVIDED: 68" > 42.8" REQUIRED
- MAXIMUM EXIT ACCESS TRAVEL DISTANCE (PER 2018 IBC, SECTION 1017.2)
  ALLOWED MAX. TRAVEL DISTANCE 250 LF (WITH SPRINKLER SYSTEM)

	EGRESS PATH	MAX. TRAVEL DISTANCE
TRAVEL PATH	A	
TO MAIN EXIT	67'	75' < 250' OKAY
TO REAR EXIT	75'	

FRANK D. MILETO A.I.A.
14 BEAVER BROOK DRIVE, LONG VALLEY, N.J. 07853
Tel:(908) 876-9400 Fax:(908) 876-9455
Email: fmileto@comcast.net
ARCHITECT-PROFESSIONAL PLANNER
REGISTERED ARCHITECT FRANK D. MILETO STATE OF TEXAS

FOOD SERVICE CONSULTANT
LAM & ASSOCIATES CONSULTING, INC.
11 EAST BROADWAY, #11C, NEW YORK, NY 10038
TEL: 212 792-3450 FAX: 212 792-3445
EMAIL: HSLAMCO@GMAIL.COM

KOREAN BBQ & HOT POT
MIDLAND SHOPPING CENTER
3116 N. 2ND LOOP WEST, MIDLAND, TEXAS 79707

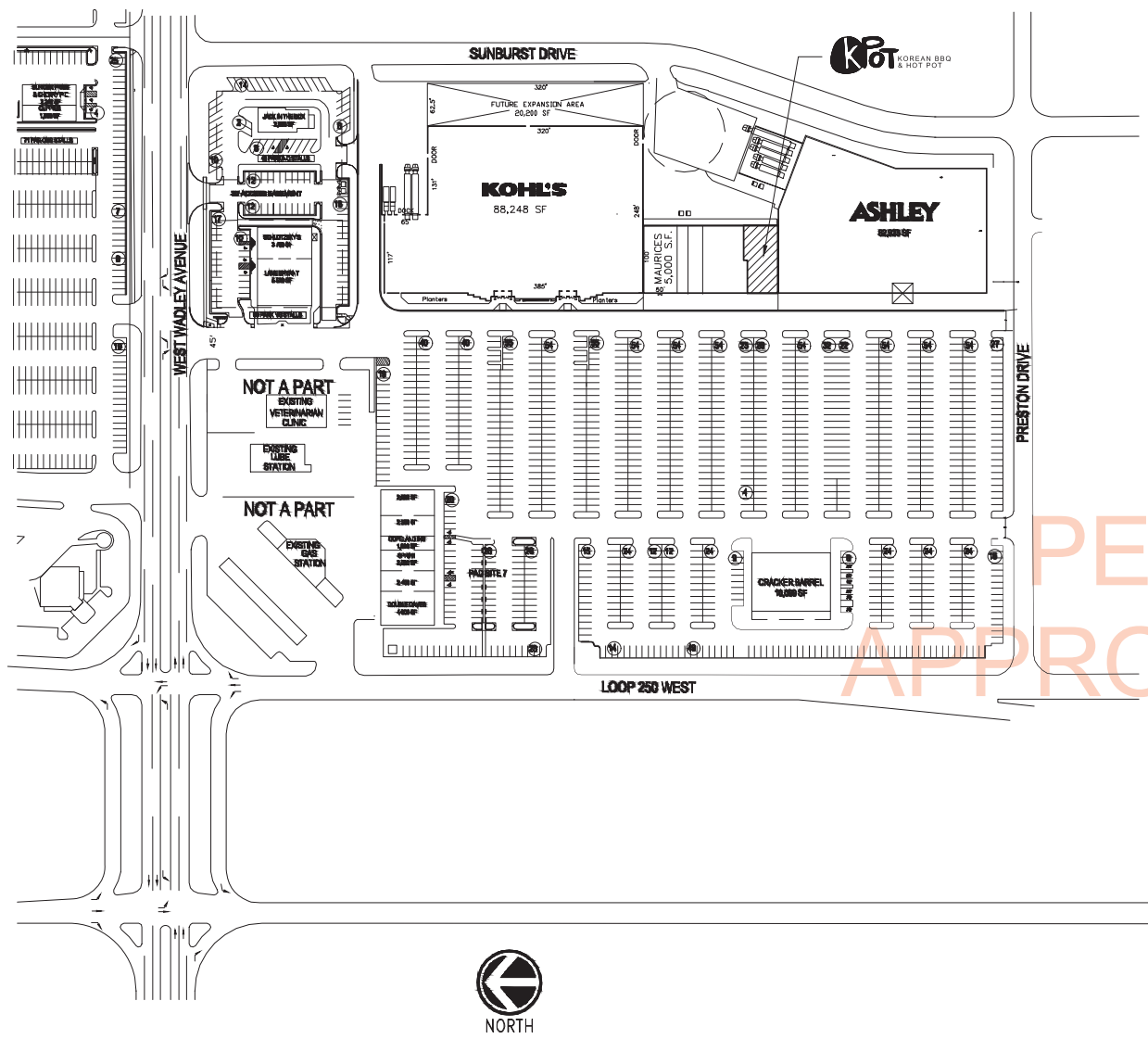
REVISIONS

DATE: 07/15/2022
SCALE: AS NOTE
DRAWN: E.H.
JOB No. B22-042

T-2

KPOT KOREAN BBQ & HOT POT

MIDLAND SHOPPING CENTER
3116 N. 250 LOOP WEST, MIDLAND, TEXAS 79707



SITE PLAN SCALE: N.T.S.

PROJECT DATA

1. TOTAL SQUARE FOOTAGE: 4,850 ± SQ. FT.
2. CONSTRUCTION TYPE: II-B
3. USE/OCCUPANCY CLASSIFICATION (302): A-2 ASSEMBLY
4. STORY: 1
5. FIRE SPRINKLER SYSTEMS: YES
   THE BUILDING IS EQUIPPED WITH AUTOMATIC FIRE SUPPRESSION SYSTEM.
   THE SPRINKLER CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR PERMIT AND APPROVAL.
6. BUILDING OCCUPANCY FOR EXISTING (IBC SECTION 1004.5) REQUIREMENTS
   BUILDING OCCUPANCY CALCULATIONS FOR LIFE SAFETY

OCCUPANT LOAD

SPACE DESCRIPTION	SEATING TYPE	AREA		AREA PER OCCUPANT	QUANTITY	CALCULATED OCCUPANT LOAD
HOT POT DINING	BOOTH	3.17	LF	2	20	20
	BOOTH	5.1	LF	2	20	40
	BOOTH	6.17	LF	2	20	60
	FIXED TABLE	8.3	LF	2	4	16
TOTAL						136
WAITING AREA		40	SF	7	N/A	6
KITCHEN & WAITER AREA		1643	SF	200	N/A	8
BAR AREA		172	SF	200	N/A	2
TOTAL						152

7. PLUMBING REQUIREMENTS (N.J.A.C. PLUMBING SUB-CODE, Table 7.21.1):
   TOTAL OCCUPANCY LOAD FOR THIS CALCULATION
   SHALL BE 152 (76 MEN) (76 WOMEN)

	WATERCLOSETS			LAVATORIES	
	MALE		FEMALE	MALE	FEMALE
REQUIRED	2		2	1	1
PROVIDED	1	URINALS 2	2	1	1

MIDLAND Code Administration

INTERIOR FINISH SCHEDULE

	TOE BASE COVING	FLOOR	CEILING	WALL
VESTIBULE	CERAMIC TILE	CERAMIC TILE	OPEN CEILING.	GYPSUM BOARD FIRECODE PAINTED W/2-COATS OF EPOXY PAINT.
HOT POT DINING AREA	CERAMIC TILE	CERAMIC TILE	OPEN CEILING.	GYPSUM BOARD FIRECODE PAINTED W/2-COATS OF EPOXY PAINT.
COCKTAIL BAR	CERAMIC TILE	CERAMIC TILE	2"X6" 16GA. STEEL RECTANGULAR TUBE DECORATION CEILING 10'-0" A.F.F.	GYPSUM BOARD FIRECODE PAINTED W/2-COATS OF EPOXY PAINT.
REAR HALLWAY	CERAMIC TILE	CERAMIC TILE	GYPSUM BOARD CEILING, COMMERCIAL GRADE. FIRECODE PAINTED W/2-COATS OF EPOXY PAINT, SMOOTH SURFACE, WASHABLE.	GYPSUM BOARD FIRECODE PAINTED W/2-COATS OF EPOXY PAINT.
TOILET	CERAMIC TILE	CERAMIC TILE	GYPSUM BOARD CEILING, COMMERCIAL GRADE. FIRECODE PAINTED W/2-COATS OF EPOXY PAINT, SMOOTH SURFACE, WASHABLE.	CERAMIC WALL TILE FINISHED, SMOOTH SURFACE, WASHABLE.
KITCHEN AREA, WAITER STATION, WASHER AREA, PREPARE AREA	QUARRY TILE	QUARRY TILE	2X4 LAY-IN GYPSUM BOARD CEILING, NON-PERFORATED, NON- FISSURED, SMOOTH, WASHABLE, LIGHT-IN COLOR, VINYL FINISH.	STAINLESS STEEL BEHIND HOOD AREA AND FRP PANELING IN OTHER AREA.
WALK-IN COOLER & FREEZER	FLOOR BASE: QUARRY TILE			WALL: PRE-MANUFACTURED FABRICATED

PERMITS & INSPECTIONS
APPROVED FOR CONSTRUCTION

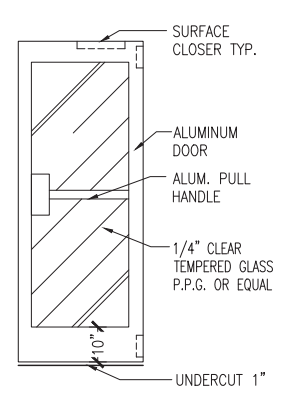
NOTE:
ALL FINISHED SURFACES SHALL BE SMOOTH, EASILY CLEANABLE AND NON ABSORBENT. ALL DAMAGE CREATED OR DISCOVERED IN THE PROCESS OF THE CONSTRUCTION PHASE OF THE PROJECT SHALL BE PROPERLY REFINISHED IN AN APPROVABLE MANNER. ALL SURFACE PENETRATIONS, CRACKS AND CREVICES ARE TO BE SEALED TO ELIMINATE VERMIN HARBORAGE AREAS.

ALL PLUMBING PIPES, ELECTRICAL CONDUITS, GAS LINES, ETC. SHALL BE KEPT WITHIN THE WALL CAVITIES, ABOVE THE CEILING OR UNDER THE FLOOR. IF THE GAS LINE MUST BE RUN OUTSIDE OF THE WALLS, THEN A CLEANLY BE BRACKET MUST BE USED THAT WILL BRACE THE PIPE AT LEAST 1" OFF OF THE WALL AND AT LEAST AT 12" OFF OF THE FLOOR. UTILITY LINES SHOULD BE STUBBED OUT OF THE WALLS, FLOORS OR CEILINGS AT EACH PIECE OF EQUIPMENT SERVED.

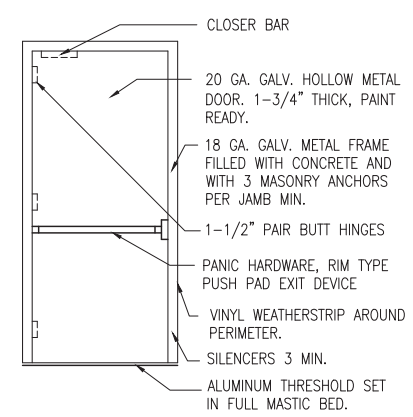
DOOR SCHEDULE

	MARK	TYPE	SIZE		MATERIAL	FRAME	FINISH	RATING	REMARKS
1	MAIN EXIT	1	3'-0" x 7'-0" x 1 3/4"	EXISTING	ALUMINUM & TEMPERED GLASS	ALUM	CLEAR	—	PUSH BAR EXIT
2	VESTIBULE	1	3'-0" x 7'-0" x 1 3/4"	NEW	ALUMINUM & TEMPERED GLASS	ALUM	CLEAR		PUSH BAR EXIT
3	REAR EXIT	2	3'-0" x 7'-0" x 1 3/4"	EXISTING	HOLLOW METAL	METAL	PAINT	—	PUSH BAR EXIT DEVICE (PANIC HARDWARE)
4	KITCHEN EXIT	3	3'-0" x 7'-0" x 1 3/4"	NEW	HOLLOW CORE WOOD	WOOD	PAINT	—	
5	WALK-IN UNITS		3'-0" x 6'-6" x 1 3/4"	NEW	ALUMINUM	—	CLEAR	—	
6	TOILET	3	3'-0" x 6'-8" x 1 3/4"	NEW	HOLLOW CORE WOOD	WOOD	PAINT	—	ADA COMPLIANT "MEN" & "WOMEN" SIGN MOUNTING HEIGHT @ 48" AFF

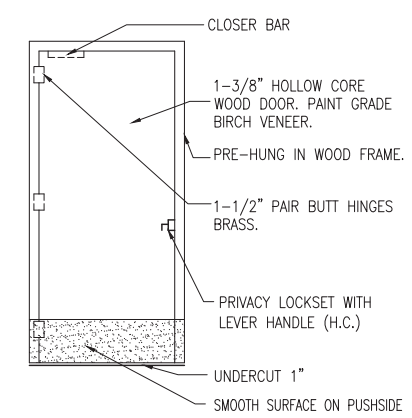
DOOR NOTES:
1. LATCH SIDE CLEARANCES AT ALL DOORWAYS SHALL BE IN ACCORDANCE WITH ICC/ANSI.
2. ALL EXITS TO BE LABELED.
3. INTERIOR DOORS TO BE LABELED AS TO INTENDED USE.
4. ALL EXIT DOORS SHALL BE PROVIDED WITH PANIC HARDWARE.
5. THE OPERATING DEVICE ON ALL DOORS SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE. THE INTERIOR HINGED DOOR SHALL BE 5.0 POUNDS (22.2 N) MAXIMUM PER ANSI A117.1-2009, SECTION 404.2.8.
6. ALL DOORS TO BE LEVER TYPE WITH DOOR CLOSER AND 1/2" THRESHOLD.
7. LANDINGS SHALL BE PROVIDED AT EVERY REQUIRED EXIT IF ABOVE OR BELOW GRADE AND THEY SHALL BE A MINIMUM OF 36 INCHES IN WIDTH AND 44 INCHES LONG IN THE DIRECTION OF TRAVEL.



DOOR TYPE 1



DOOR TYPE 2



DOOR TYPE 3

CODE CLASSIFICATION

BUILDING CODES

2018 IBC – INTERNATIONAL BUILDING CODE
2015 IFC – INTERNATIONAL FIRE CODE
2018 IMC – INTERNATIONAL MECHANICAL CODE
2018 IPC – INTERNATIONAL PLUMBING CODE
2018 IFGC – INTERNATIONAL FUEL GAS CODE
2015 IECC – INTERNATIONAL ENERGY CONSERVATION CODE
2017 NEC – NATIONAL ELECTRICAL CODE

GENERAL NOTE

1. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO ANY WORK AND SHALL BE RESPONSIBLE FOR ALL WORK AND MATERIALS INCLUDING THAT FURNISHED BY SUBCONTRACTORS.
2. DIMENSIONS TAKE PRECEDENCE OVER DRAWINGS; DO NOT SCALE DRAWINGS TO DETERMINE ANY LOCATION. THE OWNER SHALL BE NOTIFIED IF ANY DISCREPANCY OCCURS PRIOR TO CONTINUING WITH WORK.
3. ALL CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE BUILDING CODES AND LOCAL RESTRICTIONS.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING MECHANICAL AND ELECTRICAL SERVICES AND DISTRIBUTION SYSTEMS WHETHER SHOWN OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE PERFORMANCE OF THE WORK.
5. ALL WORK SHALL BE ACCOMPLISHED WITH QUALITY WORKMANSHIP OF THE HIGHEST INDUSTRY STANDARDS. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS. MATERIALS AND METHODS SHALL CONFORM TO THE APPROPRIATE NATIONAL TRADE BOOKS; I.E. TILE COUNCIL OF AMERICA, HANDBOOK FOR CERAMIC TILE INSTALLATION; ARCHITECTURAL WOODWORK INSTITUTE, "QUALITY STANDARDS." ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SAFETY, AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO ENSURE SAFETY OF WORKERS AND OCCUPANTS AT ALL TIMES.
7. ALL ELECTRICAL, MECHANICAL, AND PLUMBING WORK SHALL CONFORM TO STATE AND LOCAL REQUIREMENTS.
8. REMODEL WORK SHALL NOT OBSTRUCT, OR CAUSE TO BE INOPERATIVE, EXISTING FIRE PROTECTION SYSTEMS. MODIFICATION TO FIRE PROTECTION SYSTEMS SHALL BE PERFORMED BY A FIRE PROTECTION CONTRACTOR, WHO SHALL OBTAIN A PERMIT FROM FIRE LOSS MANAGEMENT PRIOR TO WORK.
9. DECORATIVE MATERIALS, DRAPES, HANGINGS, ETC., SHALL BE NON FLAMMABLE OR FLAME-PROOF PER STATE FIRE MARSHALL REQUIREMENTS.
10. MINIMUM FLAME SPREAD CLASSIFICATION OF INTERIOR FINISH SHALL CONFORM TO THE BUILDING CODE AND LOCAL GOVERNING BUILDING CODES/ORDINANCES.

HEALTH DEPARTMENT NOTES

1. FURNISH 140° WATER TO ALL FIXTURES RECEIVING HOT WATER, EXCEPT HAND WASHING LAV. MAY SUPPLIED WITH AT LEAST 110° WATER THROUGH A MIXING VALVE OR COMBINATION FAUCET.
2. PROVIDE SOAP AND SANITARY TOWELS AT HAND WASHING LAV. IN FOOD PREPARATION AND UTENSIL WASHING AREAS, SOAP AND HAND DRYING DEVICE WILL BE USE IN THE TOILET ROOM.
3. COUNTER-MOUNTED EQUIPMENT ON 4 INCH LEGS, SEALED TO COUNTER, OR PORTABLE.
4. FLOOR-MOUNTED EQUIPMENT ON 6 INCH LEGS, ON CASTERS, OR SEALED TO THE FLOOR.
5. EQUIPMENT NOT CASTERS OR NOT PORTABLE SHALL BE SEALED TO THE WALL AND/OR JOINING EQUIPMENT, OR SPACED TO FACILITATE CLEANING.

DEFERRED SUBMITTAL

- SPRINKLER:
  SPRINKLER CONTRACTOR SHALL SUBMIT SHOP DRAWING FOR APPROVAL AND PERMIT.
- HOOD FIRE SUPPRESSION:
  HOOD FIRE SUPPRESSION CONTRACTOR SHALL SUBMIT FIRE ALARM SHOP DRAWING FOR APPROVAL AND PERMIT.

FINISH NOTES

CLASS A: FLAME SPREAD 0-25, SMOKE DEVELOPE 0-450
CLASS B: FLAME SPREAD 26-75, SMOKE DEVELOPE 0-450
CLASS C: FLAME SPREAD 76-200, SMOKE DEVELOPE 0-450

1 INTERIOR FINISH SHALL COMPLY WITH OBC 801.2, 801.3, 801.4 AND 803.
2. INTERIOR WALL AND CEILING FINISH:
   - VERTICAL EXIT AND EXIT PASSAGEWAYS: CLASS B
   - EXIT ACCESS CORRIDORS AND OTHER EXITWAYS: CLASS B
   - ROOMS AND ENCLOSED SPACES: CLASS C
3. INTERIOR FLOOR FINISH IN VERTICAL EXITS, EXIT PASSAGEWAYS AND EXIT ACCESS CORRIDORS SHALL NOT LESS THAN CLASS II.
4. ALL DECORATIVE MATERIALS SUSPENDED FROM WALLS OR CEILINGS SHALL MEET OBC 801.4 and 803

SHEET INDEX

T-1	TITLE SHEET, INTERIOR FINISH SCHEDULE & DOOR SCHEDULE
T-2	LIFE SAFETY PLAN
A-1	FLOOR PLAN, EQUIPMENT SCHEDULE, SYMBOL LEGEND, WALL DETAIL
A-2	BARRIER FREE DETAIL & PENETRATION DETAIL
E-1	ELECTRICAL PLAN, ELECTRICAL RISER DIAGRAM
E-2	LIGHTING PLAN, LIGHTING SCHEDULE & ROOF ELECTRICAL PLAN
E-3	ELECTRICAL PANEL SCHEDULE
M-1	HVAC PLAN
M-2	VENTILATION DETAIL, ROOF PLAN & AIR BALANCE CALCULATION
M-3	ECON-AIR HOOD DETAILS
M-4	ECON-AIR HOOD DETAILS
M-5	ECON-AIR HOOD DETAILS
P-1	PLUMBING NOTES & DETAILS
P-2	PLUMBING FLOOR PLAN
P-3	PLUMBING & WATER RISER DIAGRAM
P-4	GAS RISER DIAGRAM

REGISTERED ARCHITECT ★ STATE OF TEXAS ★ FRANK D. MILETO 18782

FRANK D. MILETO A.I.A.
14 BEAVER BROOK DRIVE, LONG VALLEY, N.J. 07853
Tel:(908) 876-9400 Fax:(908) 876-9455
Email: fmileto@comcast.net
ARCHITECT-PROFESSIONAL PLANNER

FOOD SERVICE CONSULTANT
LAM & ASSOCIATES CONSULTING, INC.
11 EAST BROADWAY, # 11C, NEW YORK NY 10038
TEL: 212 732-3450 FAX: 212 732-9145
EMAIL: HSLAMCO@GMAIL.COM

KPOT KOREAN BBQ & HOT POT
MIDLAND SHOPPING CENTER
3116 N. 250 LOOP WEST, MIDLAND, TEXAS 79707

REVISIONS

DATE: 07/15/2022
SCALE: AS NOTE
DRAWN: E.H.
JOB No. B22-042

T-1

PACKET
27.10
October 11, 2022

MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUD-22-0140

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Lifeng Liang		Phone (432) 312-7210 Email lsing71@aol.com	
Address: 1110 Mckenzie St.	City: Midland	State: TX	Zip: 79701
Property Owner Printed Name: RAAS TEXAS Venture, LLC		Phone (970) 465 8400 Email jason@realspacetexas.com	
Address: 3900 East Side Ave.	City: Dallas	State: TX	Zip: 75226
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3116 N Loop 250 W. Suite 300 Midland TX 79707

Business Name: K-pot korean BBQ & Hot pot

Legal Description
Lot: 6A Block: 27 Subdivision: Wydewood Estates, Section 26

Current Zoning: Regional Retail Dist.

Reason for Request: the sale of Alcoholic Beverage for On-Premises Consumption

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Restaurant

Proposed/Current Days and Hours of Operation: Mon-Thur: 11:00AM-9:30pm Fri-Sat: 11:00AM-10:30pm Sun: 11:00AM-9:30PM

Proposed Days and Hours of Alcohol Service: Mon-Thur: 11:00AM-9:30pm Fri-Sat: 11:00AM-10:30pm Sun: 11:00AM-9:30pm

Total Square Footage of Business: 4850 square feet

Square Footage of Alcohol Serviceable Area: 2000 square feet

Restroom Fixtures: Men	**Toilets/Urinals:** 1 1 2	**Bathroom Sinks:** 1	
Women	**Toilets:** 2	**Bathroom Sinks:** 1	

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing: *Parking *Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): Lifeng Liang	Date: 8/23/2022
Applicant (printed): Lifeng Liang	
Property Owner (signature): asset manager	Date: 8-24-22
Property Owner (printed): Jason Morahan	

The Specific Use Designation with Term for the sale of all alcoholic beverages 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 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 application on behalf of property owner, agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Jason Morahan who, being by me duly sworn, upon oath says: That (s)he is authorized by RAAS Texas Ventures 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.

Subscribed and sworn to before me, this 24th day of August, 2022, to certify which witness my hand and seal of office.

BEATRICE ALVAREZ
Notary ID #133161111
My Commission Expires
June 16, 2025

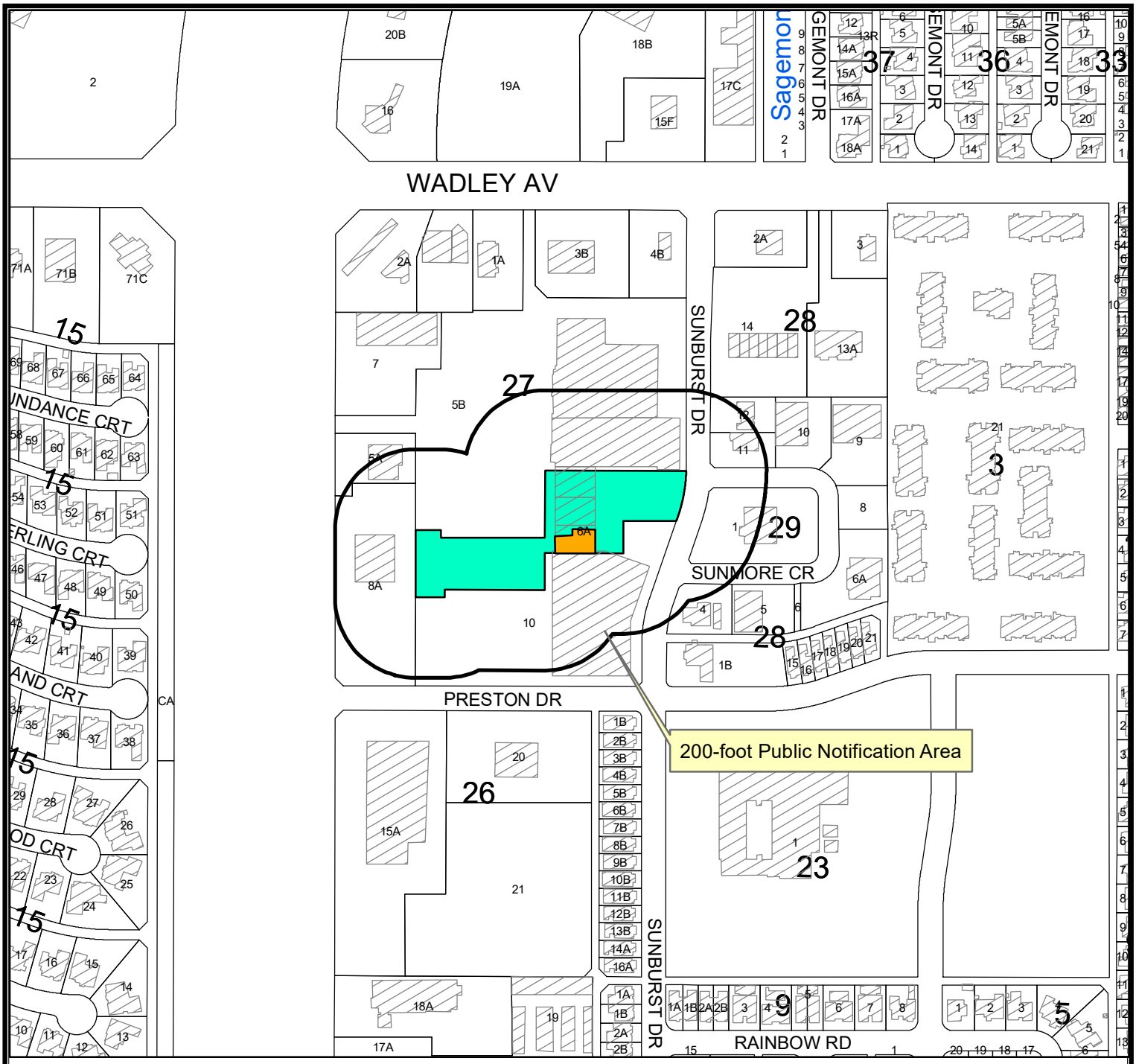
Beatrice Alvarez
Notary Public

FOR OFFICE USE ONLY

☒ Property Owner Authorization	☒ Dimensioned Floor Plan
☒ Application Fee	☒ Site Plan
Check # Cash	☒ Plans in Digital Format (PDF/JPEG)
Received By: KM	Date: 8/26/22

AUG 26 2022

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

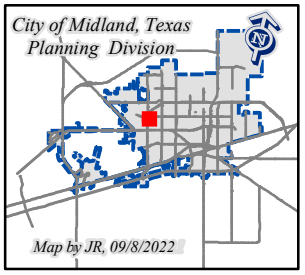
SUD-22-0140 **Scale: 1" = 450'**

Request by K-Pot Korean BBQ & Hot Pot for a Specific Use Designation with Term for on-premises consumption, on 5,085 square foot portion of Lot 6A, Block 27, Wydewood Estates, Section 26, City and County of Midland, Texas.

Generally located on the east side of W. Loop 250 North, approximately 800-feet south of W. Wadley Avenue. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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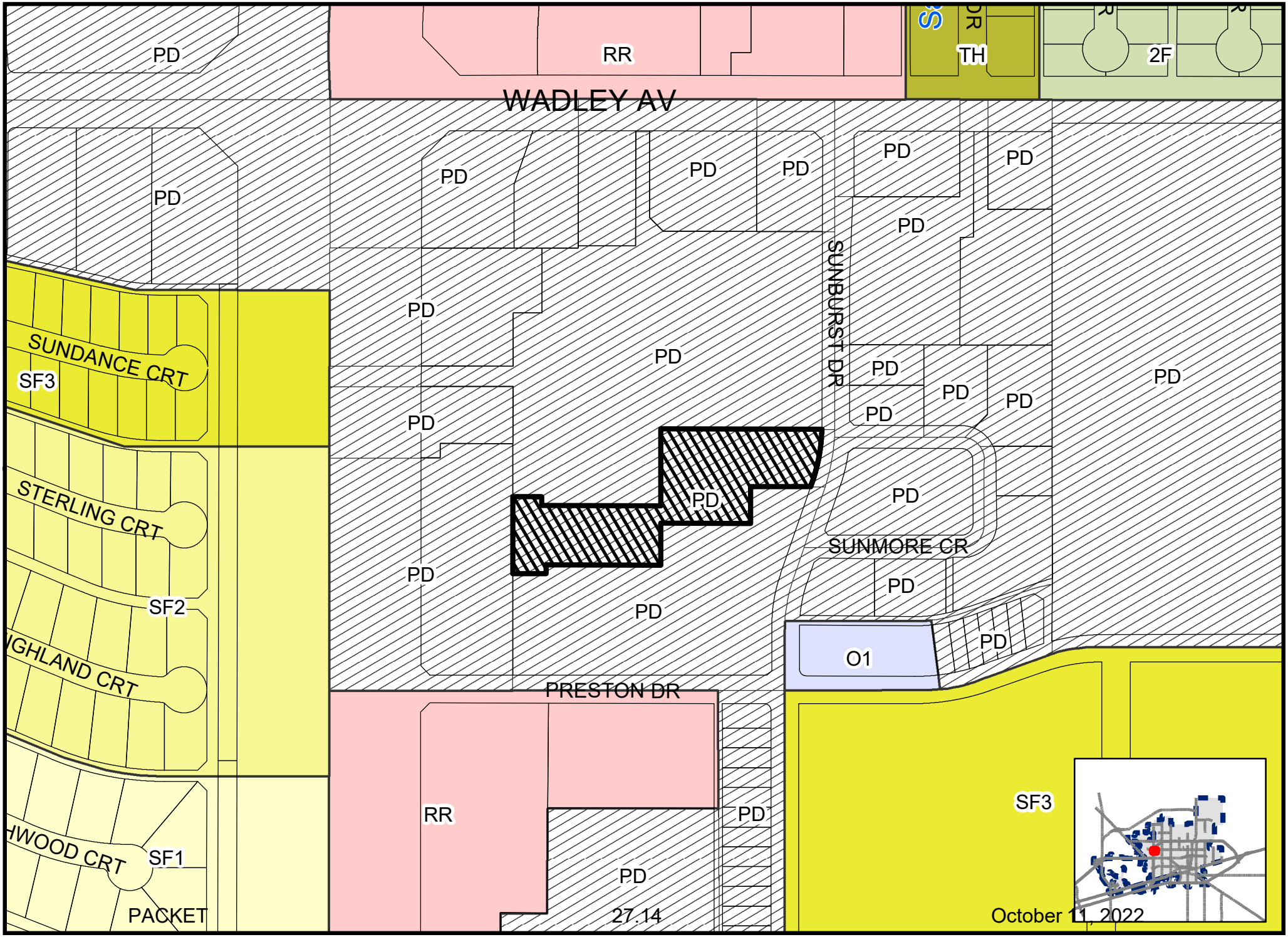
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND PRIOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

October 11, 2022



Map By JR, 9/8/2022

SUD-22-0140

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY 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.


NAILS
SPA


3116 Suite 500





City Council Meeting

Item Number: 28

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Elizabeth Shaughnessy, Planning Division Manager

Subject: RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET AND CONCERT ON (1) A 0.86-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1A, BLOCK 54, AND LOT 1A, BLOCK 55, ORIGINAL TOWN ADDITION, SECTION 14, AND LOTS 1 THROUGH 12, BLOCK 65, ORIGINAL TOWN ADDITION, AND (2) A 0.24-ACRE PORTION OF SOUTH LORAINE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1 AND LOTS 19 THROUGH 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF WEST WALL STREET AND LORAINE STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Consider a request by Lauren Johnston for approval of a Temporary Land Use Permit for a Vendor Markets.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Lauren Johnston is requesting a Temporary Land Use Permit for vendor Markets located in front of lots 1-12 on W. Wall Street in the street right-of-way between Lorraine Street and Colorado

Street as well as on the sideway right-of-way on Lorraine Street to have vendors set up on the first Saturday of each month.

The proposed hours of the Vendor Markets are:

The 1st Saturday of each month (8:00 am. to 11:00 pm.):

- January 7, 2023,
- February 4, 2023,
- March 4, 2023,
- April 1, 2023,
- May 6, 2023,
- June 3, 2023,
- August 5, 2023,
- September 2, 2023,
- October 7, 2023,
- November 4, 2023,
- December 2, 2023

This event will consist of a market, live music, and activity spaces. In addition, the applicant is proposing the on-premises sale and consumption of alcohol during operating hours of the enents.

There will be twelve restrooms provided for each event and no peace officers will be provided.

This request has been circulated to all pertinent City departments for review. Below are the departments's comments:

Engineering: (Approved)

Comply with Transportation's comment regarding Temporary Traffic Control Procedure. Otherwise, no objection.

Transportation: (Approved)

A Temporary Traffic Control Plan must be submitted by a qualified barricade company and approved by Engineering Services prior to the event or activity. The event organizer shall be responsible for coordinating with businesses or property owners whose access will be impacted.

Fire: (Approved with Conditions)

All vendor sites on Wall St must be located on the North curb and may not extend into the center turn lane. The center turn lane and the east bound lane must remain open to allow access to the fire department sprinkler connections as well as providing emergency access to the buildings. Barricades along Loraine may not extend past the center line of Loraine St.

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance.

Food concessions are required to meet IFC 2015 ed. and local ordinances.
Arts and crafts vendors may not use open flame devices without special inspection for each site.
Fire extinguishers must be available at each vendor (2A-10BC min size)
Site Inspection is required before the official start of the event. (Call 432-685-7333 to schedule)
Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

Building Code: (Approved)

No objections. All canopies and tents must be erected according to manufacturer's instruction and anchored down in a manner that prevents damage or risk to others in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and easily located by the public.

Oil and gas: (Approved)

No Oil and Gas issues.

Planning:

This temporary land use permit for vendor markets is in compliance with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination," as it creates an opportunity for additional retail space downtown, which residents and visitors of Midland can enjoy.

Staff recommends approval of this temporary land use permit subject to conditions A through M.

A. That the day and hours of the Vendor Market and Street Concert shall be limited to:

The following Saturdays (from 8:00 a.m. to 11:00 p.m): January 7, February 4, March 4, April 1, May 6, June 3, August 5, September 2, October 7, November 4, December 2 of 2023.

B. That the operation of the Event shall conform to the site plan, which is attached hereto as "Exhibit A" and incorporated herein for all purposes.

C. That the Applicant shall provide a minimum of 12 restrooms that shall be made available for use during all operating hours of the Event.

D. That the applicant shall provide:

1. **A minimum of two peace officers during all operating hours of the Event; and**

2. **One additional peace officer per 100 Event attendees who are on the Property at any time during the operating hours of the Event.**

E. That the following uses are specifically permitted:

1. **That live music shall be allowed during all operating hours of the Event.**

2. **The sale of alcoholic beverages for on-premises consumption shall be allowed during all operating hours of the Event in compliance with state and local laws.**

F. That the Applicant shall obtain approval from the Traffic Operations Division of a traffic control plan submitted by a qualified barricade company for the temporary closures of the portions of rights-of-way on which the Event will be operated, and the Event shall be operated in accordance with said traffic control plan. To the extent that portions of rights-of-way are closed during the operation of the Event, the intersections at each end of any such closure shall remain unobstructed and available for vehicular pedestrian traffic. The Applicant shall coordinate with businesses and property owners whose access may be impacted by the Event to ensure that access is available for such businesses and property owners during the operation of the Event.

G. That the applicant shall install a fence barrier between the event space and Centennial Park on Wall Street.

H. That Event-related equipment, materials, and traffic control devices:

1. **May be placed on the Property beginning at 6:00 a.m. on the day of operation of the Event; provided, however, that the placement of equipment, materials, and traffic control devices on right-of-way shall be in accordance with the approved traffic control plan; and**

2. **Shall be completely removed from the Property no later than 5:00 a.m. on the day after each day of operation of the Event.**

I. That all tents, canopies, and booths must be erected according to manufacturer's installation instructions including tie downs that will

resist our local estimated wind load.

J. **That the event shall comply with all requirements of the Fire Code; the applicant shall call for an inspection by the Fire Marshal prior to commencing the event.**

K. **That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding the event.**

L. **That the applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to the Event.**

M. **That Lauren Johnston shall be responsible for ensuring that the conditions of this permit are observed.**

Letters of Objection:

As of September 29, 2022, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A VENDOR MARKET AND CONCERT ON (1) A 0.86-ACRE PORTION OF WEST WALL STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1A, BLOCK 54, AND LOT 1A, BLOCK 55, ORIGINAL TOWN ADDITION, SECTION 14, AND LOTS 1 THROUGH 12, BLOCK 65, ORIGINAL TOWN ADDITION, AND (2) A 0.24-ACRE PORTION OF SOUTH LORAINE STREET RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1 AND LOTS 19 THROUGH 24, BLOCK 65, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF WEST WALL STREET AND LORAINE STREET) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS

WHEREAS, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Lauren Johnston (the "Applicant") has applied for authorization to temporarily use (1) a 0.86-acre portion of West Wall Street right-of-way located adjacent to Lot 1A, Block 54, and Lot 1A, Block 55, Original Town Addition, Section 14, and Lots 1 through 12, Block 65, Original Town Addition, and (2) a 0.24-acre portion of South Loraine Street right-of-way located adjacent to Lot 1 and Lots 19 through 24, Block 65, Original Town Addition, City and County of Midland, Texas (collectively, the "Property") for a vendor market and concert (the "Event"); and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the days and hours of operation of the Event shall be limited to January 7, 2023, February 4, 2023, March 4, 2023, April 1, 2023, May 6, 2023, June 3, 2023, August 5, 2023, September 2, 2023, October 7, 2023, November 4, 2023, and December 2, 2023, from 8:00 a.m. to 11:00 p.m.

B. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

C. That the Applicant shall provide a minimum of 12 restrooms that shall be made available for use during all operating hours of the Event.

D. That the Applicant shall provide:

1. A minimum of two peace officers during all operating hours of the Event; and

2. One additional peace officer per 100 Event attendees who are on the Property at any time during the operating hours of the Event.

E. That the following uses are specifically permitted:

1. Live music shall be allowed during all operating hours of the Event.

2. The sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Event in compliance with state and local laws.

F. That the Applicant shall obtain approval from the Traffic Operations Division of a traffic control plan submitted by a qualified barricade company for the temporary closures of the portions of rights-of-way on which the Event will be operated, and the Event shall be operated in accordance with said traffic control plan. To the extent that portions of rights-of-way are closed during the operation of the Event, the intersections at each end of any such closure shall remain unobstructed and available for vehicular and pedestrian traffic. The Applicant shall coordinate with businesses and property owners whose access may be impacted by the Event to ensure that access is available for such businesses and property owners during the operation of the Event.

G. That the Applicant shall place a fence barrier on Wall Street between the Event space and Centennial Park during all operating hours of the Event.

H. That Event-related equipment, materials, and traffic control devices:

1. May be placed on the Property beginning at 6:00 a.m. each day of operation of the Event; provided, however, that the placement of equipment, materials, and traffic control devices on rights-of-way shall be in accordance with the approved traffic control plan; and

2. Shall be completely removed from the Property no later than 5:00 a.m. on the day after each day of operation of the Event.

I. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs that will resist the local estimated wind load.

J. That the Event shall be operated in compliance with all requirements of the

Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

K. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Event.

L. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

M. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

SECTION TWO. That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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., 2022, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"


200 BLOCK OF WEST WALL
Wall St
W Wall St
W Wall
N Colorado St
S Colorado St
S Colorado St
S Colorado St
S Colorado St
S Loraine St
S Loraine St
Choctaw Services
Yucca Energy
Nightengale Petroleum Prop
New Horizons
Temporarily closed
MICRO MARKET
Cancun Grill
Mexican · $$
Colburn Oil
Apollo Barber Studio
Rod Ric Drilling
Cristiani's Jewelers
Jeweler
Second Story Coworking
Cpl Rays Coffee
201 W Wall
Midland, TX
The Reserve
DoubleTree by Hilton Hotel Midland Plaza
3.8 ★ (847)
3-star hotel
Opal's Table
Fine Dining · $$
MICRO MARKET
No.117 Eatery
American
LO. STREET MARKET BY MICRO MARKET
REQUESTING A TLU TO HOST A SPECIAL EVENT TO TAKE PLACE THE FIRST SATURDAY OF EACH MONTH BEGINNING JANUARY THROUGH DECEMBER 2023 WITH THE EXCEPTION OF JULY 1ST. WE WOULD LIKE TO CONTINUE INTO OUR THIRD YEAR OF ORGANIZING THIS OUTDOOR MARKET NOT ONLY FOR HUNDREDS OF LOCAL SMALL BUSINESSES BUT ALSO FOR THE CITIZENS AND VISITORS OF MIDLAND TO BE ABLE TO HAVE A FREE MONTHLY EVENT DOWNTOWN.
THANK YOU FOR YOUR CONSIDERATION AND CONTINUED SUPPORT!
SEP 2 3 2022
Isela G. Jaloma-Scheu
THIS COVERED PARKING LOT WILL STILL BE ACCESSIBLE AS VENDORS WILL NOT BEGIN UNTIL THE BUILDINGS AS SHOWN
BARRICADES
EVENT SITE
VENDORS
RESTROOMS
ROAD CLOSURE NOTES:
REQUESTING WEST WALL BE CLOSED INSIDE THE CROSSWALK OF THE 200 BLOCK
REQUESTING S LORAINE BE CLOSED TO A ONE LANE STILL GIVING THE DOUBLE TREE GUESTS ACCESS
MD round the world
African hair salons
W Missouri Ave
W Missouri Ave
W Missouri Ave
W Missouri Ave
W Missouri Ave
W Missouri Ave

MIDLAND Planning Division

Temporary Land Use Application

Project Number: TLU-22-0125

Case Number: _____

Event Name: Lo Street Market

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone (432) 296-2727	
Printed Name: Lauren Johnston		Email laurenjerrice@yahoo.com	
Address 201 W Wall St. Ste 107	City midland	State TX	Zip 79701

Property Owner		Phone	
Printed Name: City of Midland		Email	
Address	City midland	State TX	Zip

Representative *(if different from Applicant or Property Owner)*		Phone ( )	
Firm: _____		Email	
Printed Name:			
Address	City	State	Zip

Street Address:

Legal Description
Lot: Block: 200 Subdivision: Original Town

Current Zoning: Commercial

Type of Temporary Use Requested: Outdoor market

Description of Event: outdoor market

Duration of Temporary Use: 1 day only

If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.

Proposed Days and Hours: Jan. 7, Feb. 4, March 4, April 1, May 6, June 3, July 1, Aug. 5, Sept 2, Oct. 7, Nov. 4, Dec. 2 8AM-11PM

Will alcoholic beverages be sold? ☐ Yes ☑ No

If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.

Are you requesting the temporary closure of any streets? ☑ Yes ☐ No

If yes, you must:

A. Complete the "**Special Event and Street Closure Application**", available from the Planning Division (4th Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).

B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

Number of Peace Offices Provided: _____ *Contact the Midland Police Department to schedule off-duty police officers.*		
Type of Music (*carnival, live, etc.*): dj, live,		
Showmobile (*portable stage*) **Requested:** ☐ Yes ☑ No	Days & Hours:	
Number of Restroom Fixtures Provided: *Men*	**Toilets/Urinals:** /	**Bathroom Sinks:**
Women	**Toilets:**	**Bathroom Sinks:**
Unisex	**Toilets:** 12 portapotties	**Bathroom Sinks:**

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

Signatures	
Applicant (signature): L Johnston	Date: 9/24/2022
Applicant (printed): Lauren Johnston	
Property Owner (signature):	Date:
Property Owner (printed):	
Representative (signature):	Date:
Representative (printed) :_____	

The Temporary Land Use Permit 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.

****Application will not be considered for scheduling until reviewed by a planner.****

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 Lauren Jerrice who, being by me duly sworn, upon oath says: That (s)he is authorized by City of Midland, 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.

L Johnson

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 23 day of Sept, 2022, to certify which witness my hand and seal of office.

DALIA SALINAS
My Notary ID # 128541568
Expires March 9, 2023

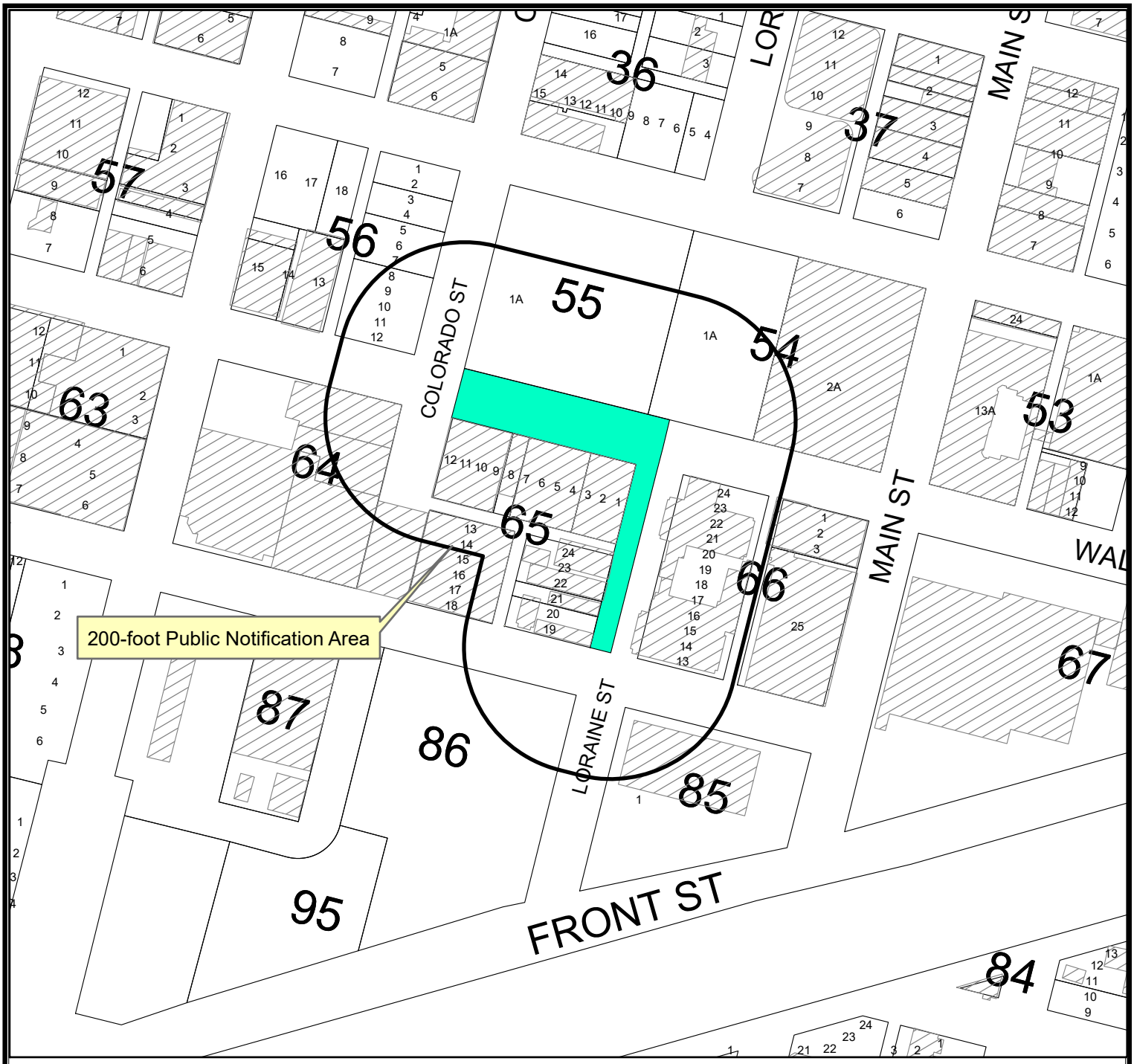
Dalia Salinas

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Liability Insurance (Street Closure)
☑ Dimensioned Site Plan	☐ Traffic Control Plan (Street Closure) will send
☑ Plans in Digital Format (PDF/JPEG)	☐ Clean-Up Deposit
☐ Application Fee	Check # CC
Check # CC	☐ Damage Deposit
☐ Administrative Approval	Check # CC
Received By:	Date: SEP 23 2022

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

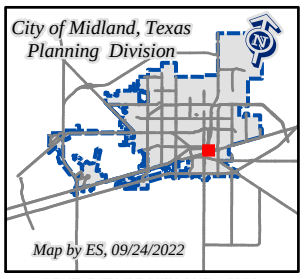
TLU-22-0125 **Scale: 1" = 200'**

Request by Lauren Johnston for approvall of a Temporary Land Use Permit for Vendor Market on a 0.86-acre portion of the W. Wall Street right-of-way, adjacent to Lot 1A, Block 54 & 55, Original Town Addition, Section 14, and Lots 1–12, Block 65, Original Town; and a 0.24-acre portion of the S. Loraine Street right-of-way, adjacent to Lots 1, 19-24, Block 65, Original Town, City and County of Midland , Texas.

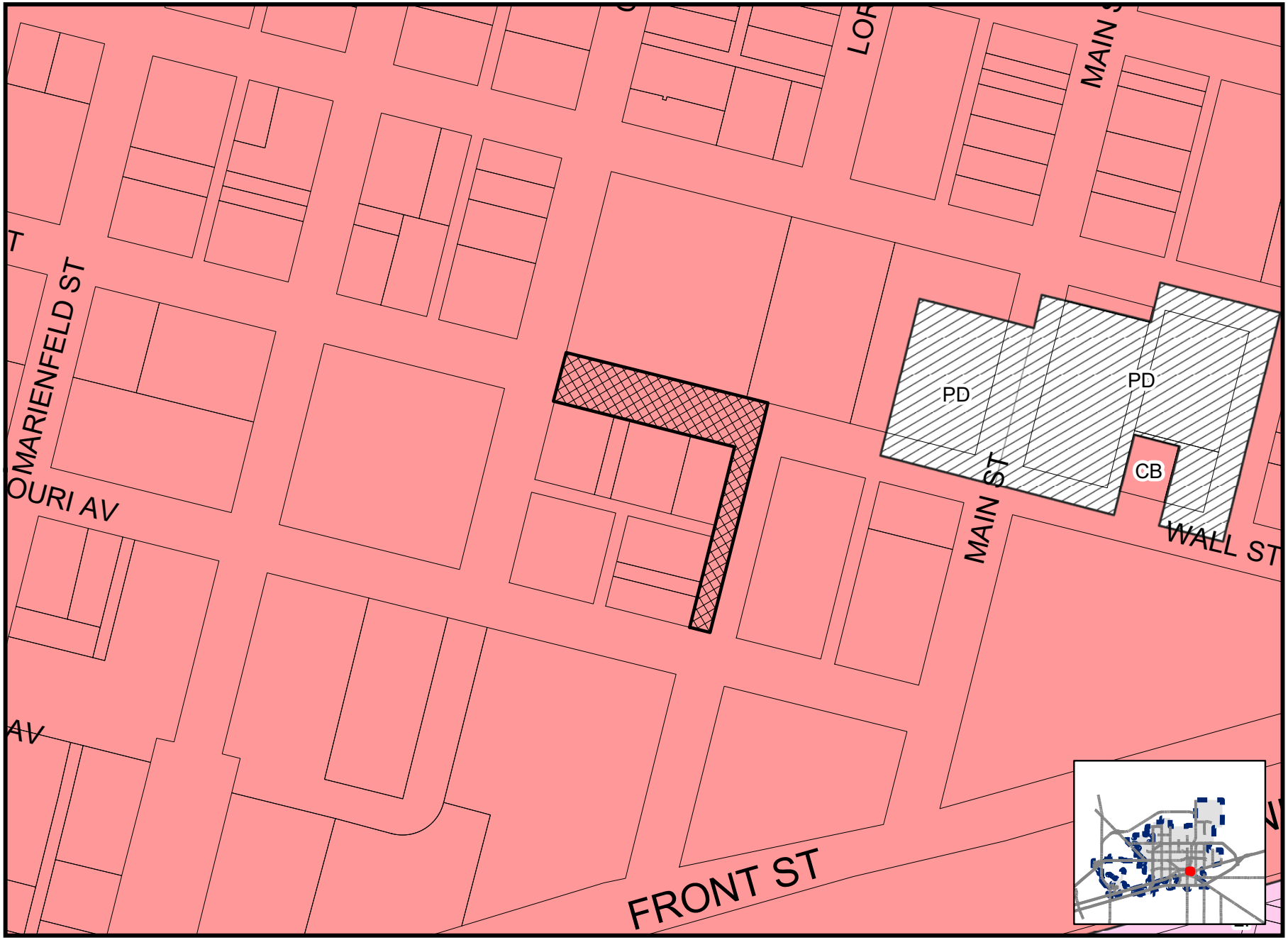
Generally located on the north west corner of the intersection of West Wall and South Lorraine Street (Council District 2).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



October 11, 2022



Map By ES, 09/24/2022

TLU-22-0125

Scale: 1" = 200'

ZONING MAP

NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS MAP




STOP


P/S
ICE



City Council Meeting

Item Number: 29

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Landon Ochoa, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 317.56-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 RR, REGIONAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS AND EAST MOCKINGBIRD 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)

Purpose:

The applicant, Maverick Engineering, is requesting a zone change from SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part, to PD, Planned Development District for Housing Development to allow for the development of multi-use site including single family housing, townhomes, cottage housing, retail, and greenspace/detention.

Recommended City Council Action:

Approve

Fiscal Impact:

This project will not require any City funds.

Current Zoning:

SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part.

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and LR, Local Retail District, in part. The property to east and south is zoned AE, Agricultural Estate District. The properties to the west are zoned SF-3 Single-Family-Dwelling District, in part, PD, Planned Development District for Housing Development, in part, SF-2, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, MF-16, Multiple-Family Dwelling District, in part, LR, Local Retail District.

Analysis:

The applicant, Maverick Engineering, who is representing Betenbough, is requesting approval of a zone change for the development of a multi-use site, including a mix of residential, commercial, and greenspace uses. This proposed subdivision will have a total of nine hundred and twenty-four (924) residential lots, one approximately 6.235-acre local retail lot, and approximately 72.91 acres of greenspace/detention pond that is composed of parks, trails, common areas, and drainage ponds.

The current zoning is SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part, and the location of vacant lots. The proposed development will consist of a variety of uses but will predominantly be a residential development. The proposed residential districts include, SF, Single Family Dwelling District lots, and TH, Townhouse (Attached) Dwelling District lots. The applicant is also proposing to provide a local retail zoning area along the northeast corner of the intersection of E. Mockingbird Lane and N. Fairgrounds Road. Throughout the proposed development is a greenspace/detention that will be a new concept to Midlander's.

The applicant is proposing the development to be executed in nine (9) phases. The lots width will vary from either 45, 50, 60, 75, or 85 feet and the minimum depth would be 77 feet. The properties that fall in the minimum lot depth is less than 1%. Below is a chart with the lot class tabulation, representing them by phases and percentage by lot widths.

LOT CLASS TABULATION

Product Class		Phases									Percent of Total
		1	2	3	4	5	6	7	8	9	
Core	45'	49	17		15	23	30		31	19	19.9%
	50'	89	22		43	89	82		115	63	54.4%
Reserve	50'			14				12			4.3%
	60'			44		2		21			7.3%
	75'			5		3		1			1.0%
	85'			6				4			1.1%
Cottages						62			23		9.2%
Townhome 30' Lots			14							26	2.8%
PHASE TOTAL		138	53	69	58	179	112	38	169	108	100%
OVERALL TOTAL		924									

The site plan introduces a new housing prototype called Cottages. These homes will have an underlying zoning of SF-3, Single Family Dwelling District but with the following amendments.

1. A minimum lot Width shall be 50 feet;
2. A minimum lot Depth be 77 feet; and
3. A minimum lot Area shall be 4,200 square feet

The site plan also introduces a new housing prototype called Core, that split into two front widths. These homes will have an underlying zoning of SF-3, Single Family Dwelling District. However, the 45' Front Width Core will have an underlying zoning of SF-3, Single Family Dwelling District but with the following amendment.

1. A minimum lot Width shall be 45 feet.

Furthermore, the site plan also shows housing prototype called Townhomes. These homes will have an underlying zoning of TH, Townhouse Dwelling but with the following amendments.

1. A one-car garage, provided, that each lot shall have two additional off-street parking.

As mentioned before this development will consist of a variety of uses but will predominantly be a residential development. The proposed residential districts include:

- 687 - Core (SF-3, Single Family Dwelling District lots);
- 112 - Reserve (SF-3, Single Family Dwelling District lots);
- 26 – Townhomes (TH, Townhouse Dwelling District lots);
- 99 – Cottages (SF-3, Single Dwelling District lots);

The proposed density for each district is as followed:

- Core (SF-3): 4.56 units per acre
- Cottage (SF-3): 6.6 units per acre
- Townhouse (TH-Attached): 8.3 units per acre
- Reserve (SF-3): 3.9 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. The proposed lots meet or exceed these requirements.

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.

Building: (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, 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 objection to zone change. [For the Applicant's information only.]

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.]

Code: (Approved)

Phase I, page1 -The Plugged and Abandoned well Stimson Burley #18 #2- API 329-31184 is identified being in the street. Phase 6 page 2 – the Stinson-Burley B #2 API 329-31044 is identified with a 135 ft radius as requested for a non-City permitted well. Phase I Page 3- the non-city permitted Stimson Burley #1M API 329-31751 has the required 135 ft. Phase 8, page 3 -the non-City permitted Stimson Burley B #3 API 32--31045 is identified on plat with the required 135 ft. radius and noted to be P&A well. No building permits are allowed in the 135 ft radius of existing well until it is P&A. In addition, the City permitted Endeavor operated Willow Lakes 19 #191 (located south of Mockingbird Lane) is identified with a 500 ft. radius that is located below Mockingbird Lane. The occupied residential/commercial building permits inside the 500 ft. radius will require a variance to the permitted well from the City Council. The variance request would need to be made thru the Building Official. Informational: Please note

if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures.

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:

This request is not in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map". However, 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 housings, 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.

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.

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 smaller townhouse sized lots as well as larger single-family lots. 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 a park, greenspace, and trails all of which will contribute to creating a sense of place for new residents.

This request was recommended for approval at the August 15, 2022, Planning and Zoning Commission Meeting.

The base zoning districts to which the use and development of the Property shall conform, except as modified by conditions listed below, are as follows:

A. That the portions of the Property identified as "Commercial" in Exhibit A, LR, Local Retail District;

B. That the portions of the Property identified as "Core" in Exhibit A, SF-3, Single-Family Dwelling District;

C. That the portions of the Property identified as "Cottages" in Exhibit A, SF-3, Single-Family Dwelling District;

D. That the portions of the Property identified as "Townhomes" in Exhibit A, TH, Townhouse Dwelling District;

E. That the portions of the Property identified as "Reserve" in Exhibit A, SF-3, Single-Family Dwelling District;

If this Zone Change from SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part. to PD, Planned Development District for Housing Development, is approved, staff recommends that is should be subject to conditions A through F.

Conditions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A & B".

B. That each lot identified as Exhibit "A" as "Cottage" is subject to the following conditions and regulation:

1. The minimum lot Width shall be 50 feet.

2. The minimum lot Depth be 77 feet.

3. The minimum lot Area shall be 4,200 square feet

C. That each lot identified as Exhibit "A" as "45' Front Width - Core" is subject to the following condition and regulation:

1. The minimum lot Width shall be 45 feet.

D. That each lot identified as Exhibit "A" as "Townhomes" is subject to the following condition and regulation:

1. A one-car garage and off-street parking for two vehicles.

E. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscape shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

F. That the signs on the property shall conform to the regulations set in Title XI, Chapter 7a.

Letters of Objection:

Staff has not received any letters of objection as of September 29, 2022.

Attachments:

Application
Sit Plan (Exhibit A)
Metes and Bounds (Exhibit B)
Detail Site Plan 1
Detail Site Plan 2
Detail Site Plan 3
Open Space Concept
Entry Concept
Rendering of Cottage Homes
Maps

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Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 317.56-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 RR, REGIONAL RETAIL DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH FAIRGROUNDS AND EAST MOCKINGBIRD 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 317.56-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 RR, Regional Retail District, in part to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning districts to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, are as follows:

A. For the portions of the Property identified as "COMMERCIAL TRACT" in Exhibit "B", which is attached hereto and incorporated herein for all purposes, LR, Local Retail District;

B. For the portions of the Property identified as "45' FRONT WIDTH - CORE", "50' FRONT WIDTH - CORE", "50' FRONT WIDTH - COTTAGE", "50' FRONT WIDTH - RESERVE", "60' FRONT WIDTH - RESERVE", "75' FRONT WIDTH - RESERVE" and "80' FRONT WIDTH - RESERVE" in Exhibit "B", SF-3, Single-Family Dwelling District; and

C. For the portions of the Property identified as "30' FRONT WIDTH - TOWNHOME" in Exhibit "B", TH, Townhouse (Attached) 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 shall significantly conform to the site plan attached hereto as Exhibit "B".

B. That each lot identified as "50' FRONT WIDTH - COTTAGE" in Exhibit "B" shall have:

1. A minimum lot width of 50 feet;
2. A minimum lot depth of 77 feet; and
3. A minimum lot area of 4,200 square feet.

C. That each lot identified as "45' FRONT WIDTH - CORE" in Exhibit "B" shall have a minimum lot width of 45 feet.

D. That each lot identified as "30' FRONT WIDTH - TOWNHOME" in Exhibit "B" shall be allowed to have a one-car garage; provided, however, that each lot shall have two additional off-street parking spaces.

E. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

F. 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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF MIDLAND §

SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH,
TEXAS and PACIFIC RAILWAY COMPANY SURVEY
MIDLAND COUNTY, TEXAS.

FIELD NOTE DESCRIPTION OF A 317.56 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 CALLED 340.49 TRACT DESCRIBED IN DOCUMENT NUMBER 2021-35675 OF THE OFFICIAL PUBLIC RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(Y):10719693.07, E.(X):1764462.90, A FIVE EIGHTHS INCH IRON ROD FOUND IN THE NORTH LINE OF SECTION 20, SAME BLOCK, FOR THE SOUTH COMMON CORNER OF SECTION 17, SAME BLOCK AND SAID SECTION 18, FROM WHICH A SIX INCH STEEL FENCE POST CALLED THE NORTHWEST CORNER OF A CALLED 244.4 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2017-34694, OF SAID OFFICIAL PUBLIC RECORDS, BEARS N.63°31'14"W., 44.34 FEET, AND A 2 INCH IRON PIPE CALLED THE SOUTHWEST CORNER OF A CALLED 316.39 ACRE TRACT IN DOCUMENT NUMBER 2011-8666 OF SAID OFFICIAL PUBLIC RECORDS BEARS N.82°07'34"W., 36.64 FEET, AND BEING THE SOUTHEAST CORNER HEREOF;

THENCE S.75°43'57"W., ALONG THE LINE COMMON TO SAID SECTIONS 20 AND 18, AT 75.80 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT OR NEAR THE NORTH COMMON CORNER OF SAID SECTION 20 AND SECTION 19, SAME BLOCK, CONTINUING ALONG SAID COMMON LINE, AT 572.95 FEET PASSING NEAR A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF TRACTS 2 AND 3 AS DESCRIBED IN DOCUMENT NUMBER 2018-20726, OF SAID OFFICIAL PUBLIC RECORDS, AT 1981.61 FEET PASSING A ONE HALF INCH IRON ROD AT THE NORTH COMMON CORNER OF SAID TRACT 2 AND A CALLED "TRACT 3" IN DOCUMENT NUMBER 2018-2268, OF SAID OFFICIAL PUBLIC RECORDS, AT 3801.97 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID TRACT 3, BEING THE NORTHEAST CORNER OF A TRACT CALLED 12.3 ACRES IN VOLUME 867 ON PAGE 35 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, AT 3951.98 FEET PASSING A COPPERWELD ROD WITH CAP AT THE NORTHWEST CORNER OF SAID CALLED 12.3 ACRE TRACT, BEING THE NORTHEAST CORNER OF A CALLED TRACT 1, IN SAID DOCUMENT NUMBER 2018-2268, IN ALL 4984.62 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM#10194514" (RPC) SET AT THE SOUTHEAST CORNER OF A CALLED 22.96 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2019-3532 OF SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A ONE HALF INCH IRON ROD WITH A GREEN PLASTIC CAP MARKED "ASB 5689" BEARS S.75°43'57"W., 388.28 FEET AND A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "PSC RPLS 6453" BEARS S.75°08'25"W., 392.12, FOR THE SOUTHWEST CORNER HEREOF;

THENCE THE FOLLOWING NINE COURSES AND DISTANCES ALONG THE EAST LINE OF SAID CALLED 22.96 ACRE TRACT FOR THE WEST LINE HEREOF;

1. N.14°23'29"W., 60.57 FEET TO A POINT;
2. N.58°53'33"W., 71.33 FEET TO A POINT;
3. N.14°23'29"W., 82.07 FEET TO THE POINT OF CURVATURE FOR A CURVE TO THE LEFT;
4. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1490.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.22°49'41"W., 436.87 FEET, AN ARC DISTANCE OF 438.35 FEET TO THE POINT OF REVERSE CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1360.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.22°49'41"W., 398.75 FEET, AN ARC DISTANCE OF 400.19 FEET TO A MAG NAIL FOUND THE POINT OF TANGENCY;
6. N.14°23'53"W., 99.99 FEET TO A MAG NAIL FOUND AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT;
7. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.20°18'24"W., 308.82 FEET, AN ARC DISTANCE OF 309.37 FEET TO A MAG NAIL FOUND AT THE POINT OF REVERSE CURVATURE;
8. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1350.00 FEET WITH A CHORD BEARING AND DISTANCE OF N.20°18'24"W., 277.95 FEET, AN ARC DISTANCE OF 278.44 FEET TO A MAG NAIL FOUND THE POINT OF TANGENCY;
9. N.14°24'01" W., 859.28 FEET TO AN "RPC" SET IN SAID EAST LINE FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°43'57"E., 95.07 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

THENCE N.74°47'34"E., 79.96 FEET TO AN "RPC" SET FOR AN EXTERIOR CORNER HEREOF;

THENCE S.59°20'03"E., 28.32 FEET TO AN "RPC" SET FOR AN INTERIOR CORNER HEREOF;

THENCE N.75°43'57"E., 651.20 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 920.00 FEET AND A CHORD BEARING AND DISTANCE OF N.64°37'59"E., 354.21 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 356.44 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE RIGHT HAVING A RADIUS OF 1950.00 FEET AND A CHORD BEARING AND DISTANCE OF N.77°01'32"E., 1554.60 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONVEX TO THIS TRACT, 1599.03 FEET TO AN "RPC" SET AT THE POINT OF REVERSE CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF S.88°33'08"E., 349.94 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 351.41 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION LEFT;

THENCE N.07°37'18"W., 115.00 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.78°25'37"E., 137.13 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 137.24 FEET TO AN "RPC" SET AT THE POINT OF TANGENCY;

THENCE N.72°23'25"E., 72.42 FEET TO AN "RPC" SET AT THE POINT OF CURVATURE FOR A CURVE TO THE LEFT HAVING A RADIUS OF 995.00 FEET AND A CHORD BEARING AND DISTANCE OF N.51°36'34"E., 637.86 FEET;

THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 649.32 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT;

THENCE S.57°05'08"E., 115 FEET TO A POINT OF INTERSECTION AT THE POINT OF CURVATURE ON A CURVE TO THE NORTHEAST, HAVING A RADIUS OF 1110.00 FEET AND A CHORD BEARING AND DISTANCE OF N.30°10'44"E., 105.95 FEET;

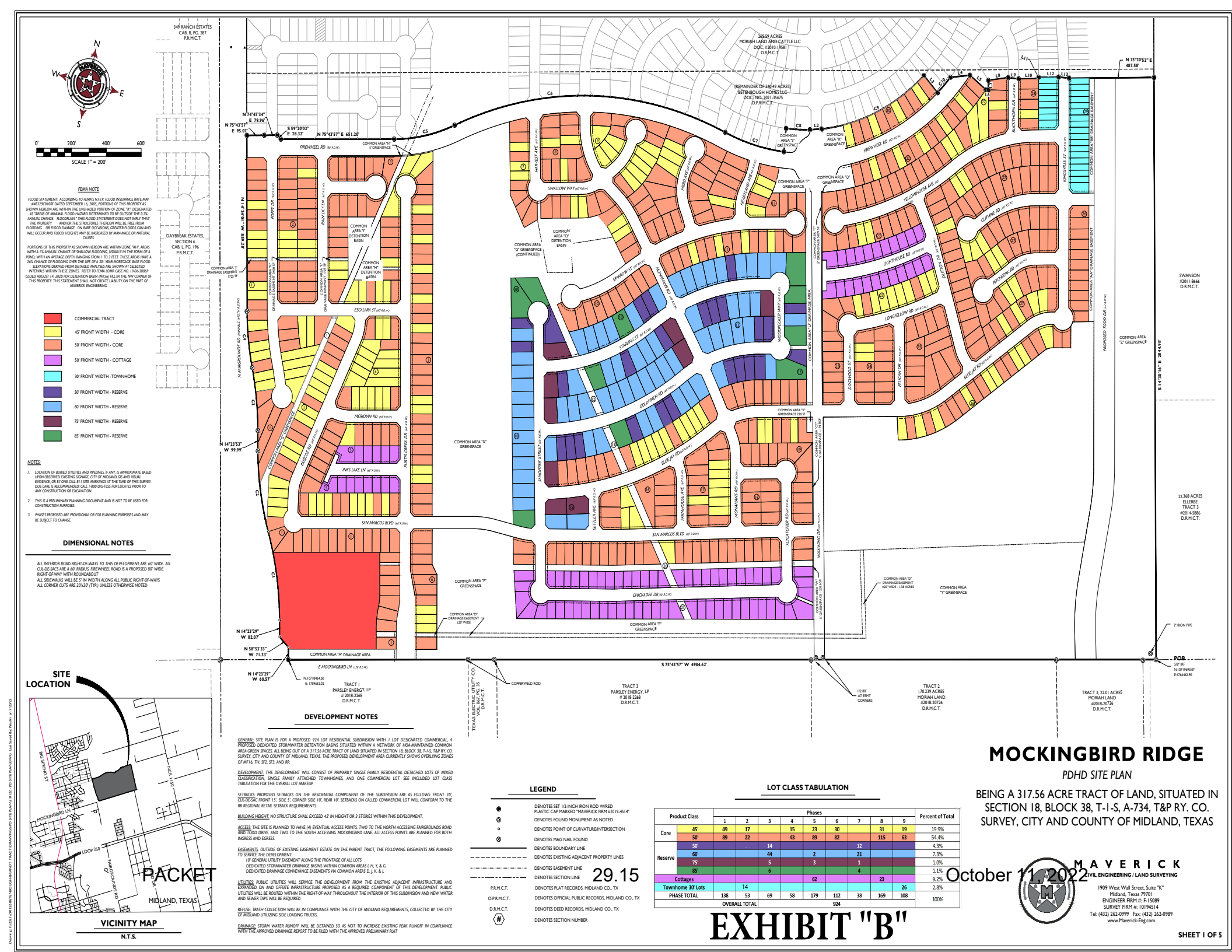
THENCE ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THIS TRACT, 105.99 FEET TO AN "RPC" SET AT A POINT OF INTERSECTION RIGHT, FOR AN EXTERIOR CORNER HEREOF;

THENCE THE FOLLOWING 11 COURSES AND DISTANCES, ALL TO AN "RPC" FOR ANGLE POINTS IN THE BOUNDARY HEREOF;

1. N.70°45'27"E., 112.51 FEET;
2. S.66°30'04"E., 115.00 FEET;
3. N.77°16'15"E., 15.51 FEET;
4. N.14°39'08"W., 46.14 FEET;
5. N.69°08'15"E., 114.62 FEET;
6. N.81°18'37"E., 60.27 FEET;
7. N.75°20'52"E., 115.00 FEET;
8. N.14°25'02"W., 7.06 FEET;
9. N.75°20'52"E., 115.00 FEET;
10. N.80°51'01"E., 60.26 FEET;
11. N.75°20'52"E., 487.58 FEET TO AN "RPC" SET ON THE WEST LINE OF A CALLED 632.79 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2011-8666 OF SAID DEED RECORDS, ON THE LINE COMMON TO SAID SECTIONS 17 AND 18, FOR THE NORTHWEST CORNER HEREOF;

THENCE S.14°30'16"E., ALONG THE COMMON LINE OF SAID SECTIONS 17 AND 18, AT 1623.59 FEET PASSING A ONE HALF INCH IRON ROD FOR THE NORTHWEST CORNER OF A CALLED 22.368 ACRE TRACT IN DOCUMENT NUMBER2014-5886 OF SAID OFFICIAL PUBLIC RECORDS, BEARING S.75°32'01"W., 15.87 FEET, AT 2815.90 FEET PASSING SAID 6 INCH STEEL FENCE POST BEARING S.75°29'44"W., 33.47 FEET, IN ALL 2844.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING 317.56 ACRES OF LAND.

BASIS OF BEARING, DISTANCE, COORDINATES AND AREA ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FOOT, HAVING A CONVERGENCE ANGLE (theta) OF -0°53'04.89" AND A COMBINED SCALE FACTOR OF 0.999925027 AT THE POINT OF BEGINNING.



PACKET 29.15 October 11, 2022

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-22-0299

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Betenbough Homes		Phone ( ) Email	
Address	City	State	Zip

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 County Rd 40

Legal Description
Lot: Block: 38 T-1-S Subdivision:

Current Zoning: In Part: SF3, TH, SF2, MF16, SF1, 2F, RR

Proposed Zone: PDHD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To advance the proposed housing development associated with this request

Present Use of Property: vacant

Proposed Use of Property: residential

How would this zone change affect the public health, safety and welfare? This development will contribute to the housing inventory of the City of Midland, adding needed options to the housing makeup of the community

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)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Chris Berry	Date: 7-18-2022
Applicant (printed): Chris Berry	
Property Owner (signature): See Applicant	Date:
Property Owner (printed) :	

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 Andrew L Millen who, being by me duly sworn, upon oath says: That (s)he is authorized by Bitterbough Homes, 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 Millen

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20th day of July, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Lewis

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

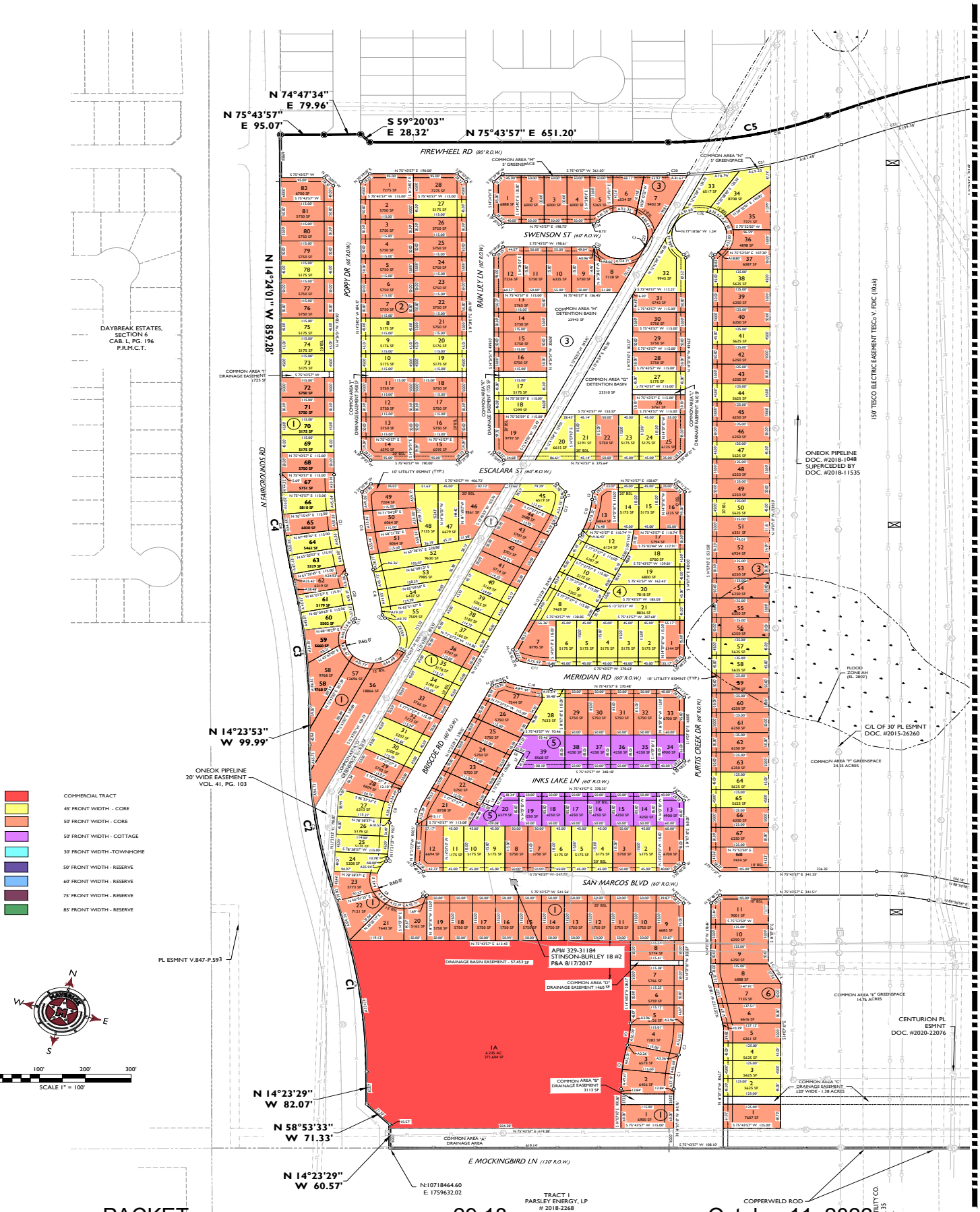
☒ Property Owner Authorization	☒ Dimensioned Site Plan
☒ Application Fee Check # 3818	☒ Plans in Digital Format (PDF/JPEG)
Received By: KM	Date: JUL 20 2022

****Application will not be considered for scheduling until reviewed by a planner.**

MOCKINGBIRD RIDGE

DETAIL SHEET #1

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN
SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO.
SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS



PACKET 29.18 October 11, 2022

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
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

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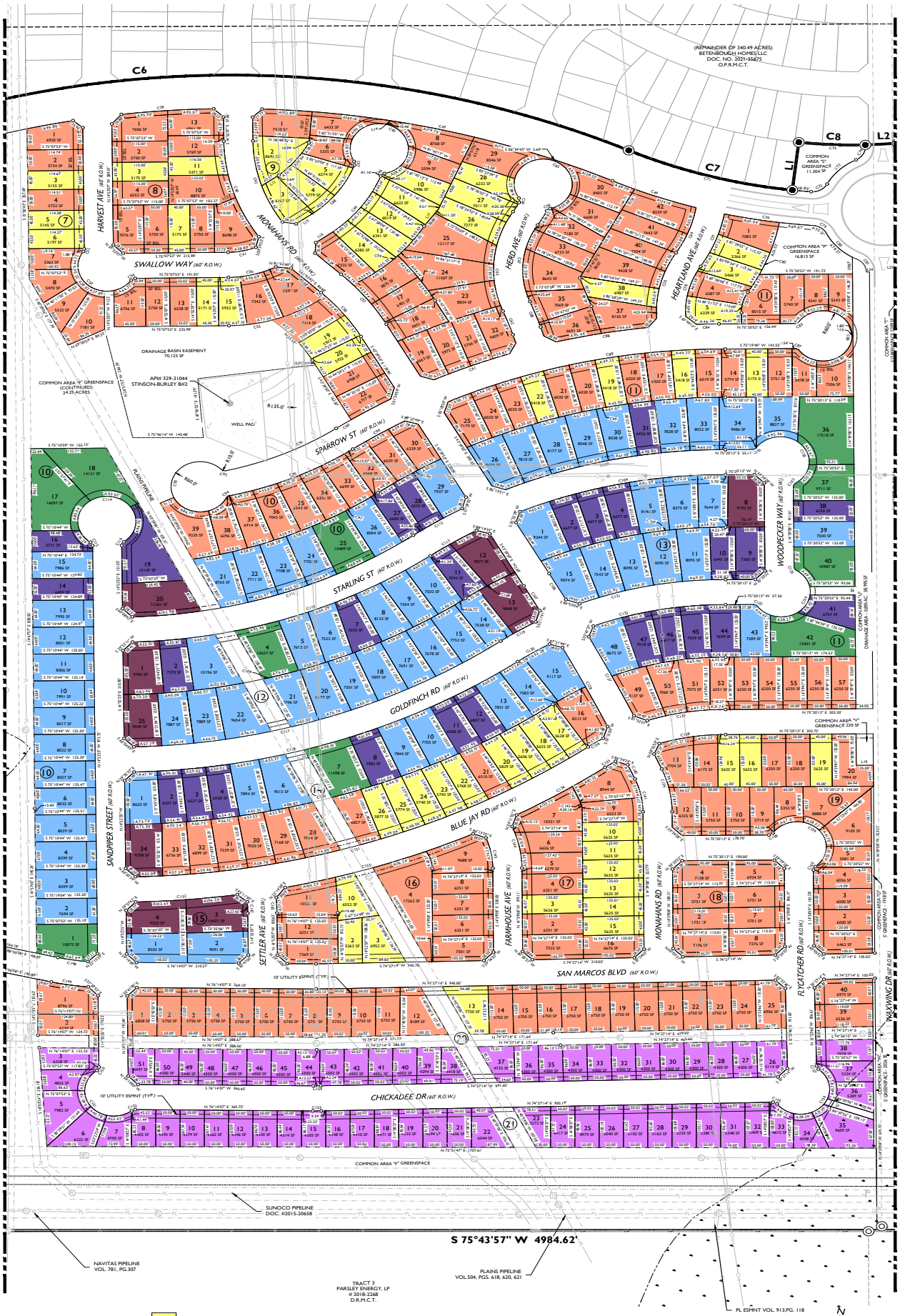
P:\2021\101\2387\BIM\DOUGH\BRANOT TRACT\DWA\WING\PD SITE PLAN\101123 - PD SITE PLAN.DWG



45' FRONT WIDTH - CORE
50' FRONT WIDTH - CORE
50' FRONT WIDTH - COTTAGE
30' FRONT WIDTH -TOWNHOME
50' FRONT WIDTH - RESERVE
60' FRONT WIDTH - RESERVE
75' FRONT WIDTH - RESERVE
85' FRONT WIDTH - RESERVE

MOCKINGBIRD RIDGE

DETAIL SHEET #2

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

PACKET

29.19

October 11, 2022

SCALE 1" = 100'

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-10089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
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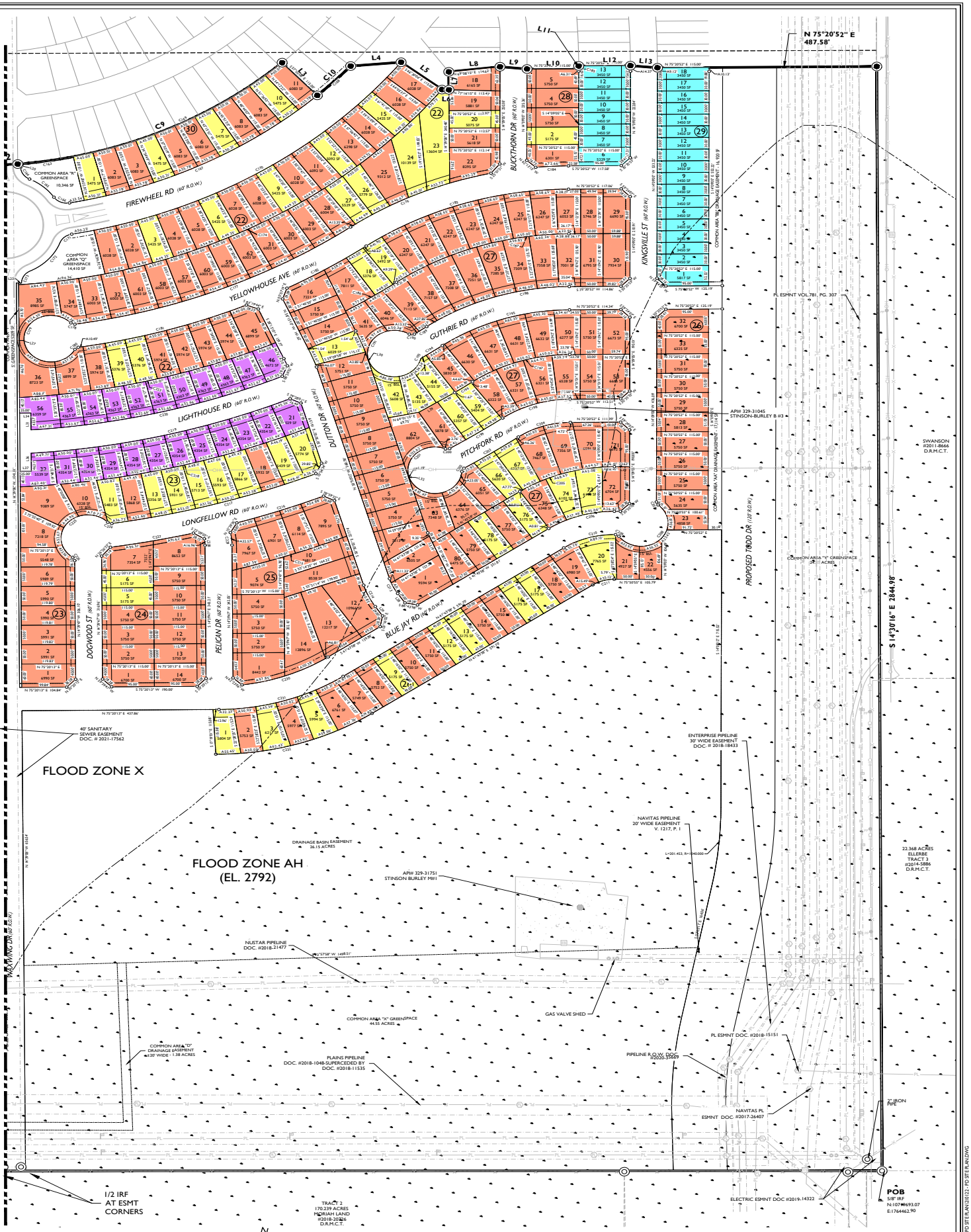
P:\2021\10\10-BETENBOUGH-BRAHOT TRACT\DRAWING\GIS\D SITE PLAN\10 10 21 - PD SITE PLAN.DWG



MOCKINGBIRD RIDGE

DETAIL SHEET #3

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, T-1-S, A-734, T&P RY. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

29.20

October 11, 2022

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
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

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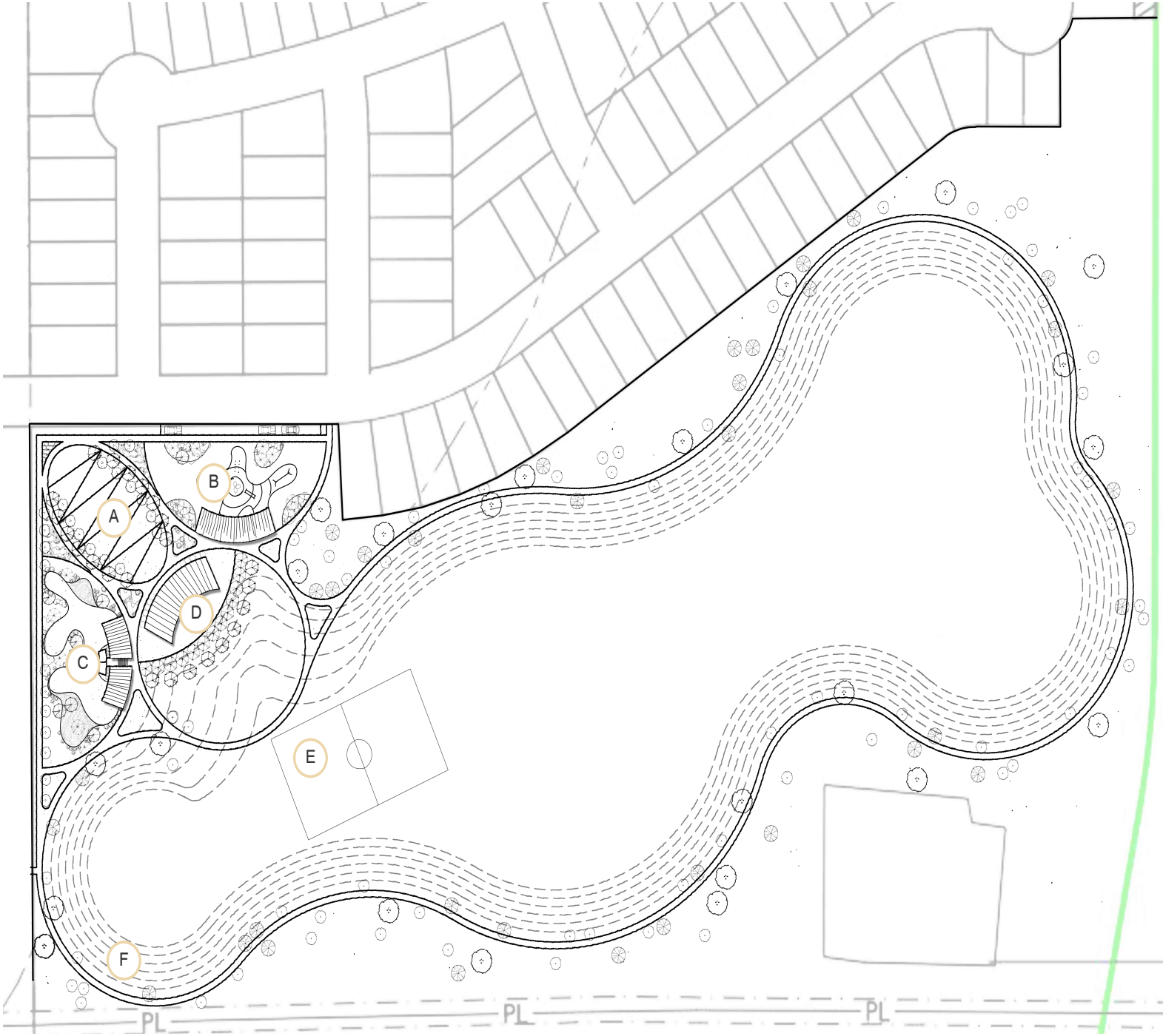
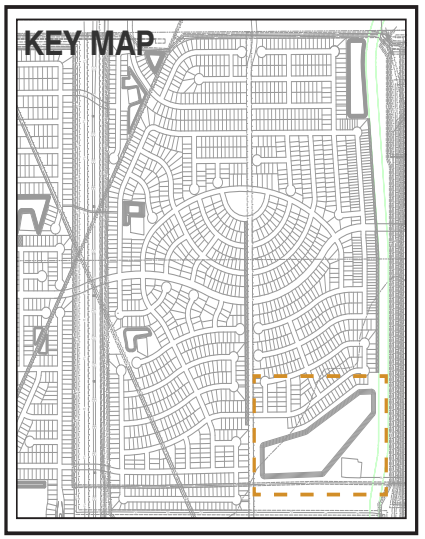
F:\2021\2021218ETB\DOUGH&RANDT TRACT\DWG\PDF\SITE PLAN\210122 - PDF SITE PLAN.DWG





SCALE: NOT TO SCALE

LEGEND

- A ACTIVITY LAWN
- B PLAYGROUND + PAVILLION
- C DOG PARK + PAVILLIONS
- D EVENT PAVILLION
- E SPORTS FIELD
- F TRAIL SYSTEM

NORTH

0 15' 30' 60' 120'

SCALE: 1" = 60'

MOCKINGBIRD RIDGE

MIDLAND, TX

OPEN SPACE CONCEPT

THIS GRAPHIC IS CONCEPTUAL. THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

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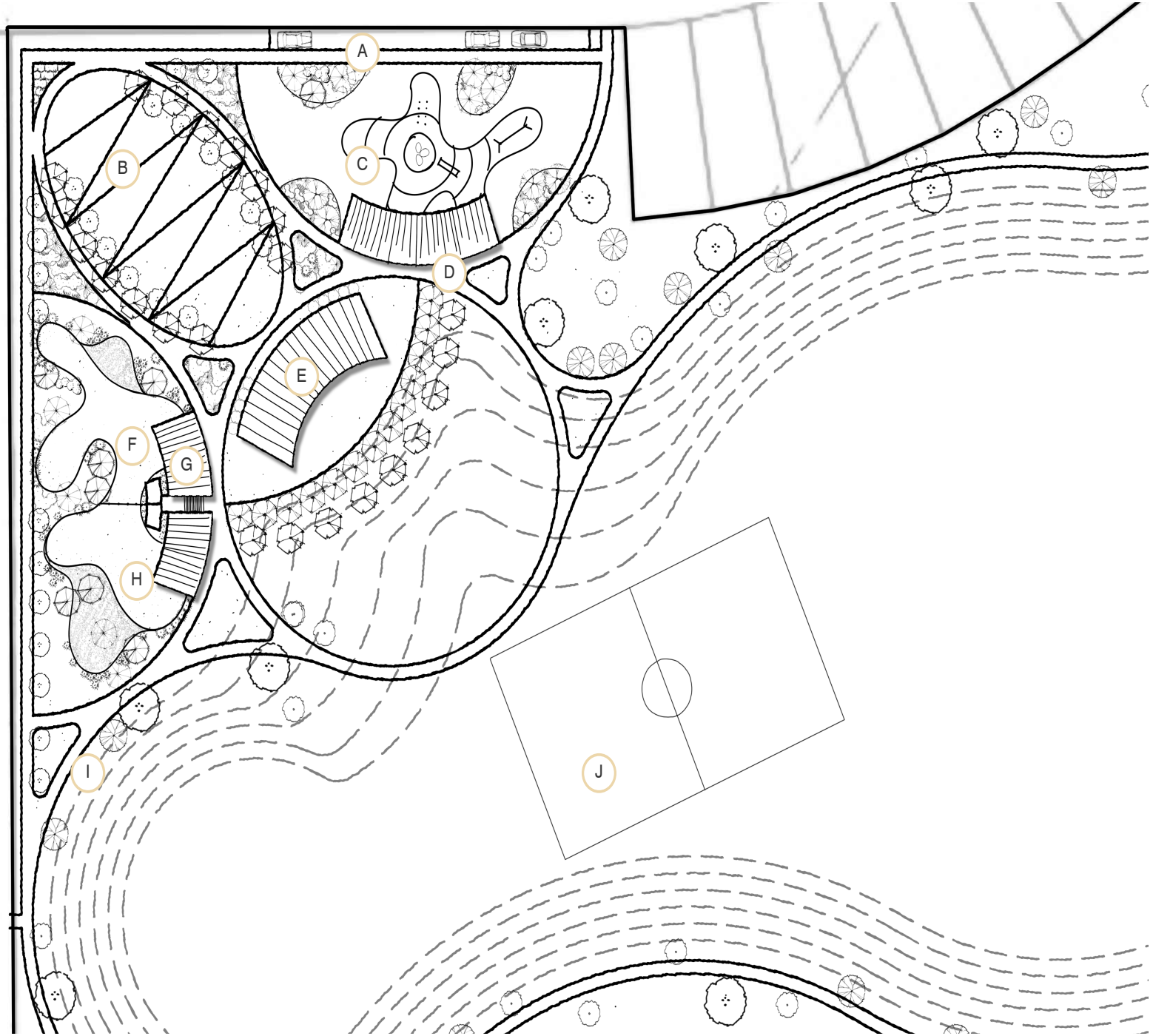
BETENBOUGH HOMES®

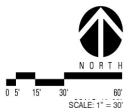
Kimley»Horn

6/28/2022



LEGEND

- A ON STREET PARKING
- B ACTIVITY LAWN WITH FESTOON LIGHTING
- C "THE NEST" ALL AGES PLAYGROUND
- D SHADE & PICNIC PAVILLION
- E ACTIVITY PAVILLION
- F SMALL DOG PARK
- G DOG PARK ENTRY WITH COVERED SEATING AREAS
- I TRAIL SYSTEM
- J SPORTS FIELD



PACKET 29.22 October 11, 2022

MOCKINGBIRD RIDGE

MIDLAND, TX

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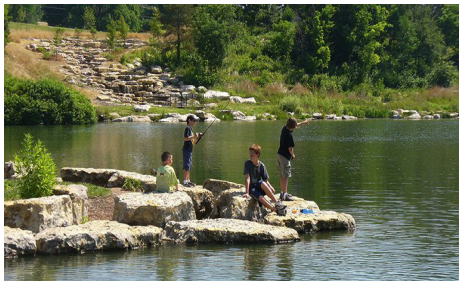













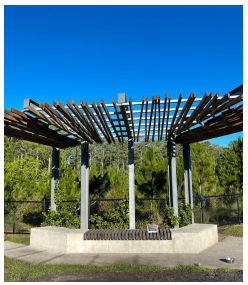


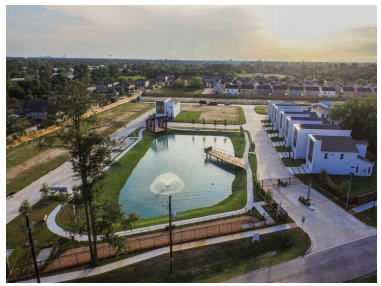

PACKET

29.23

October 11, 2022

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MIDLAND, TX

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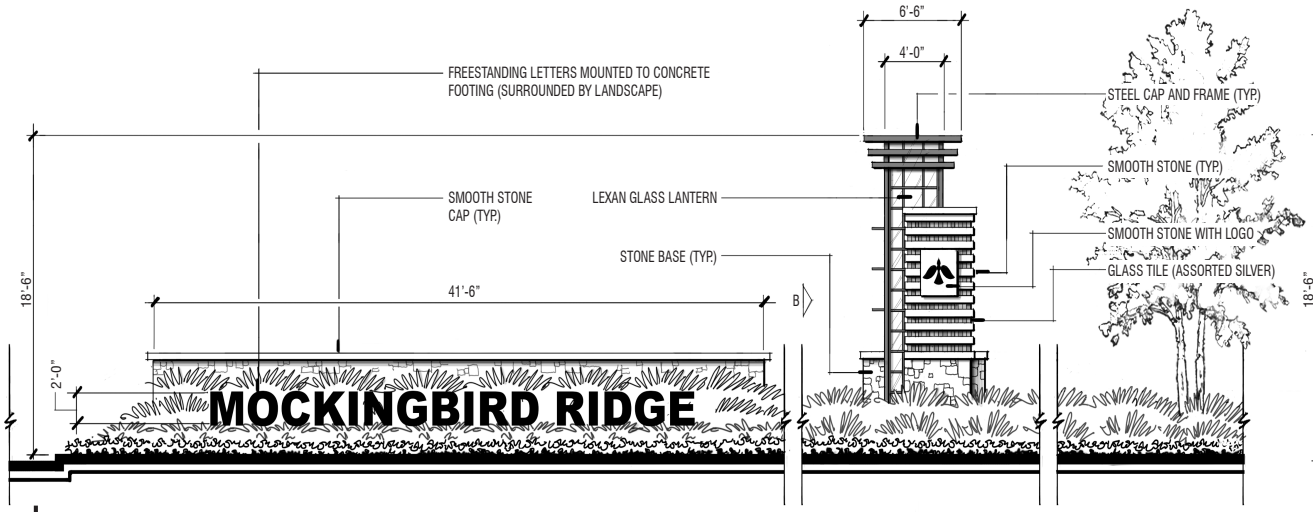
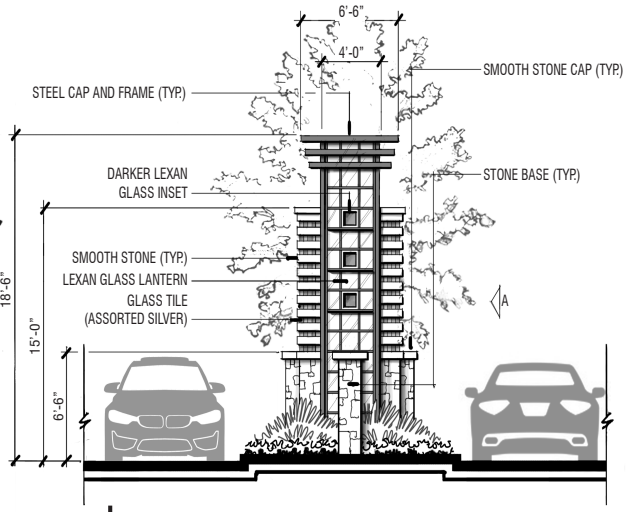
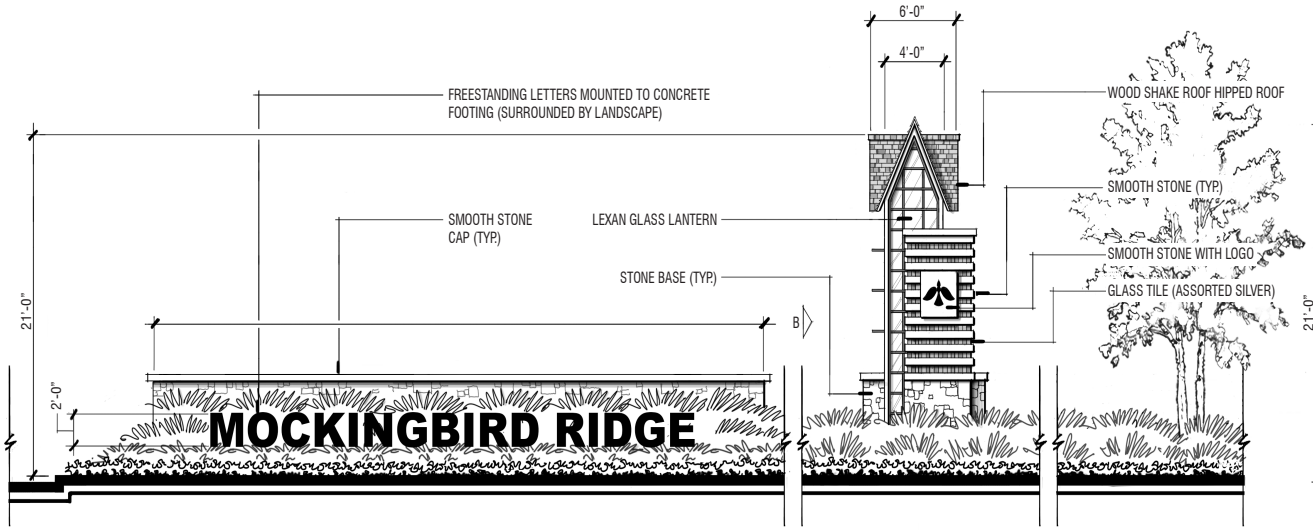


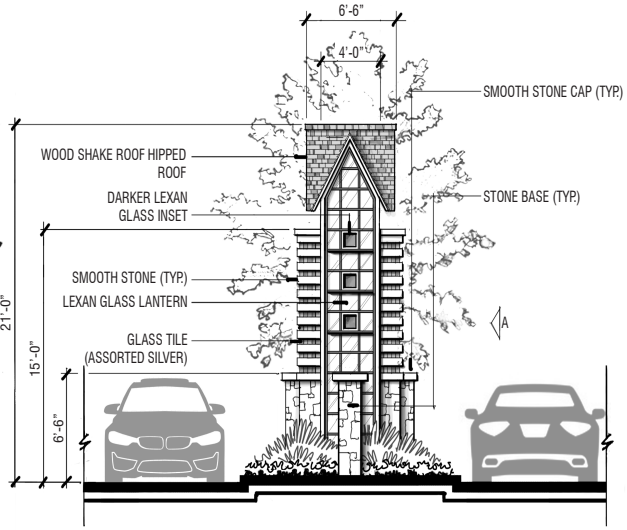
A OPTION 2 (SIDE ELEVATION)
SCALE: 1/4" = 1'-0"



B OPTION 2 (FRONT ELEVATION)
SCALE: 1/4" = 1'-0"



A OPTION 1 (SIDE ELEVATION)
SCALE: 1/4" = 1'-0"



B OPTION 1 (FRONT ELEVATION)
SCALE: 1/4" = 1'-0"

COMMUNITY ENTRY SCHEMATIC DESIGN

PACKET

MOCKINGBIRD RIDGE

October 11, 2022

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Kimley»Horn

FEBRUARY 15, 2022

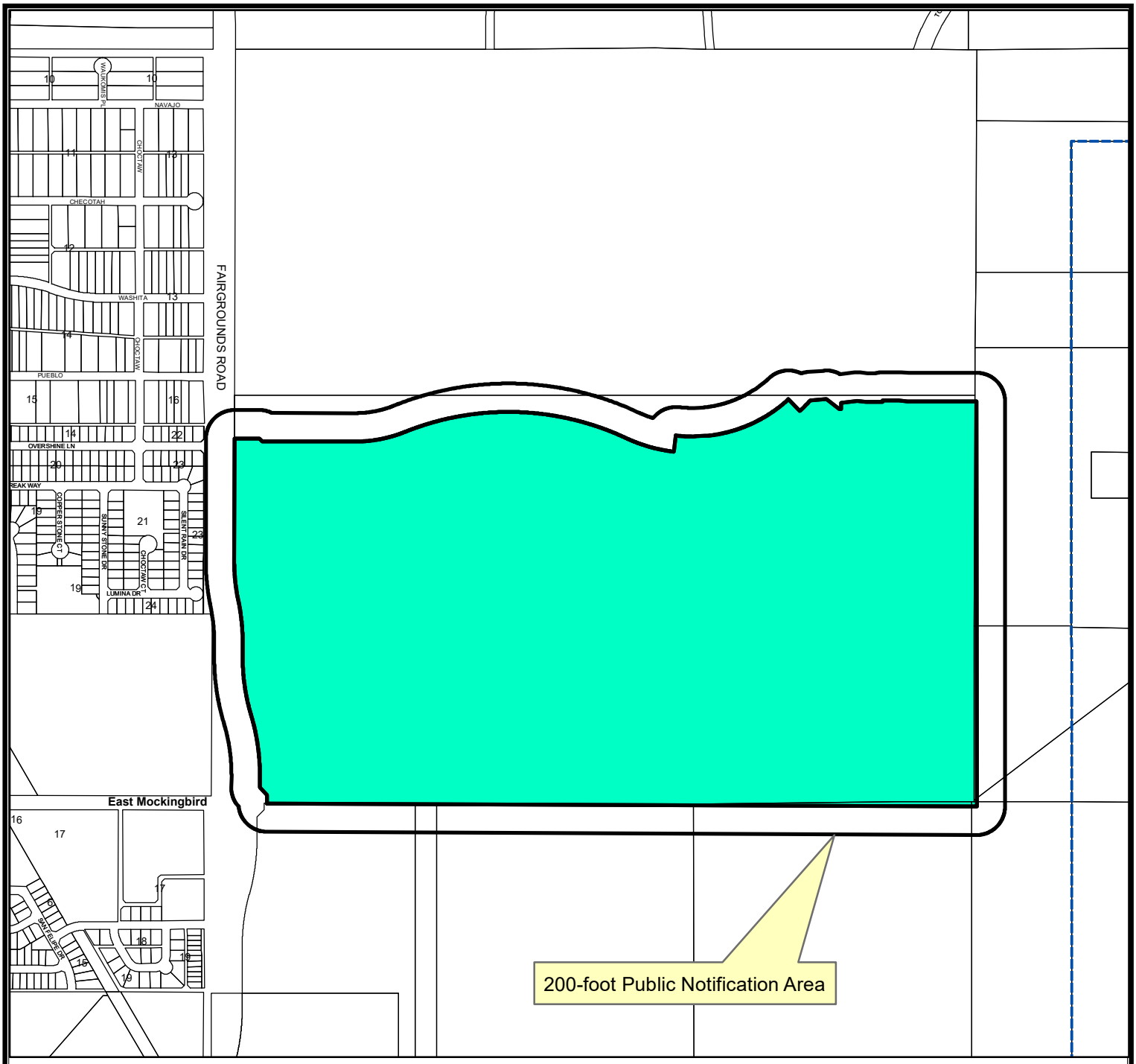
Renderings of Cottage Homes:

The April Plan: 3/2 w 1,109 SQ FT



The Annabeth Plan: 3/2 w 1,231 SQ FT





LOCATION MAP

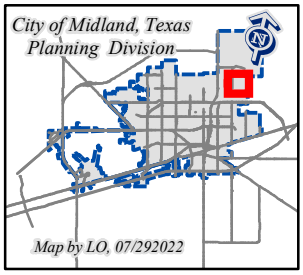
Z-22-0299 **Scale: 1" = 12,044'**

Consider a request by Maverick Engineering for a zone change from, SF-3, Single-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, SF-2, Single-Family Dwelling District, in part, MF-16, Multiple-Family Dwelling District, in part, SF-1, Single-Family Dwelling District, in part, 2F, Two-Family Dwelling (Duplex) District, in part, and RR, Regional Retail District, in part, to PD, Planned Development District for Housing Development out of a 317.56-acre tract of land, in Section 18, Block 38, T-I-S, A-734, T&P RY. CO. Survey, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of North Fairgrounds and East Mockingbird Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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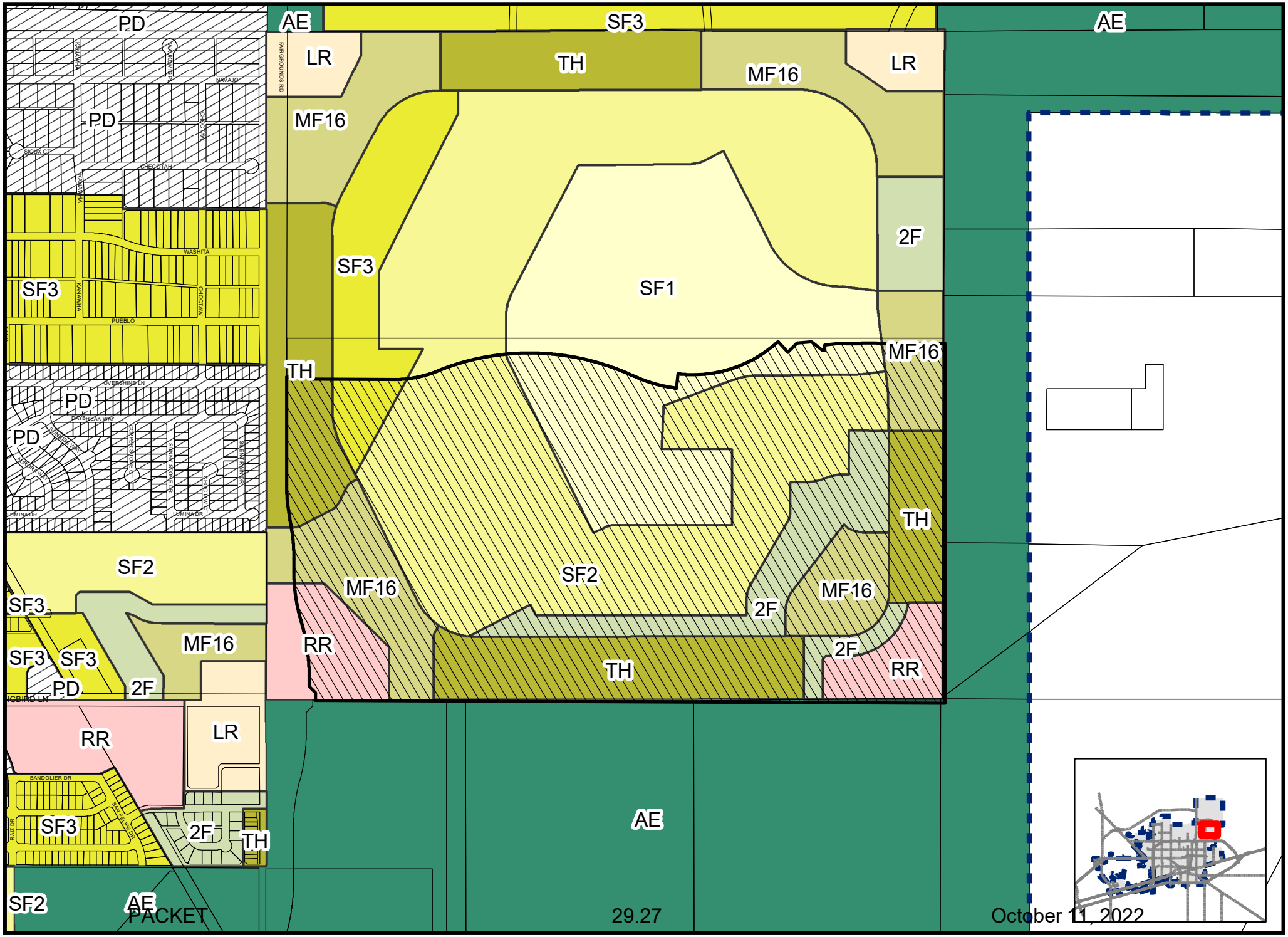

Map By LO, 7/29/2022

Z-22-0299

Scale: 1" = 11,434'

ZONING MAP

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PRIVATE
PROPERTY



City Council Meeting

Item Number: 30

Meeting Date: October 11, 2022

To: City Council / City Manager

From: James Reber,

Subject: Motion approving with staff's recommended conditions a proposed preliminary plat of Mockingbird Ridge, being a residential plat of a 317.56-acre tract of land out of Section 18, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas (Generally located at the northeast corner of the intersection of North Fairgrounds and East Mockingbird Road) (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Maverick Engineering, is requesting a 317.56-acre tract of land, situated in Section 18, Block 38, Township 1 South, Texas and Pacific Railway Company Survey, City of Midland, Midland County, Texas. The applicant is platting to allow for the development of multi-use site including single-family housing such as townhomes, cottages, retail, and greenspace/detention. This is a residential replat; therefore, a public hearing is required.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Current Zoning:

TH, Townhouse (Attached) 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 District in part, TH, Townhouse Dwelling District in part, MF-16, Multiple-Family Dwelling District in part, and RR, Regional Retail District in part.

This request has been routed to all respective departments for internal review. The comments are below.

Discussion:

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, 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.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For the Applicant's information only.]

ROW: Ok as shown. [For the Applicant's information only.]

PAVING: Internal paving improvements have not been submitted/accepted. Construct roads shown to City Standards for entire platted frontage. Per City code, the developer is required for 1/3 the cost/construction of Fairgrounds, based on maximum 20-meters (68-foot) width including C & G arterial construction standards.
[Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

WATER: Water improvements have not been submitted/accepted. Construct to City standards along the entire platted frontage, serving all lots with a looped system. [Reference City Code Section 11-2-3(G)1]

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.

PRO RATA: None.
SEWER: Sewer improvements have not been submitted/accepted. Construct to City standards along the entire platted frontage, serving all lots within the subdivision and to adjacent lot lines along exterior roadways. [Reference City Code Section 11-2-3(G)1]

DRAINAGE: Drainage report has been submitted and is in review. [For Applicant’s Information Only.]
For Drainage Easements granted with this plat, provide the following language to the plat face:

1. The maintenance of any stormwater facility in this easement is the responsibility of the property owner. Property owner agrees to maintain the facility in working order, with inspections and corrective action made at least annually. Reports of such inspections and maintenance shall be kept for inspection by the City of Midland Stormwater Administrator on request, or may be forwarded to the City Engineer's office.

2. The City of Midland shall have the right to mitigate deficiencies in the function of the stormwater facility, and to be reimbursed by the property owner, if the City finds it necessary for public health and safety.

3. The City of Midland and its employees, contractors, agents, successors, and assigns, shall have the free and uninterrupted right of passage in, on, upon, over, under, across, along and through the property described herein for the purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, repairing, relocating and removing said facilities, including but not limited to, the right to cut and trim bushes and trees, together with the right of ingress, egress and regress for such purposes in, on, upon, over, under, across, along and through the property described herein.

4. Developer may not use any part of the property described herein if such use will damage, destroy, injure, and/or unduly interfere with the City of Midland's use of the property. Developer expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building, roadways, or curbs and gutters of any kind will be placed on the property described herein. Written permission for above ground appurtenances must be obtained from the City of Midland, prior to installation.

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

STREET NAME AND TRAFFIC CONTROL SIGN FEE – Estimated fee due at Final Plat submittal = 46 new intersections created at $500/intersection = $23,000. Fee shall be adjusted based on number of intersections if Final Plat is phased. [Reference City Code Section 11-2-5(C)3(t).]

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)

Future development shall meet the requirements of IFC 2015 ed. and local ordinances

CODE COMPLIANCE: (Approved)

Phase I, page1 -The Plugged and Abandoned well Stimson Burley #18 #2- API 329-31184 is identified being in the street. Phase 6 page 2 – the Stinson-Burley B #2 API 329-31044 is identified with a 135 ft radius as requested for a non-City permitted well. Phase I Page 3- the non-city permitted Stimson Burley #1M API 329-31751 has the required 135 ft. Phase 8, page 3 -the non-City permitted Stimson Burley B #3 API 32--31045 is identified on plat with the required 135 ft. radius and noted to be P&A well. No building permits are allowed in the 135 ft radius of existing well until it is P&A.
In addition, the City permitted Endeavor operated Willow Lakes 19 #191 (located south of Mockingbird Lane) is identified with a 500 ft. radius that is located below Mockingbird Lane. The occupied residential/commercial building permits inside the 500 ft. radius will require a variance to the permitted well from the City Council. The variance request would need to be made thru the Building Official. Informational: Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures.

GIS: (Approved)

I think that block 7 and 10 should just be one block. All the roads are cul de sacs.

PLANNING: (Approved)

Provide two northings and eastings. [For the Applicant's information only.]

Label and specify all easements and setbacks throughout the plat. [For the Applicant's information only.]

This plat is greater than 25 acres; therefore, approval from Council is required. [Midland City Code 11-2-3(D)11(a)6]

Lots in this preliminary plat do not conform to the minimum lot area or required lot dimensions of the present TH, Townhouse (Attached) 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 District in part , TH, Townhouse Dwelling District in part, MF-16, Multiple-Family Dwelling District in part, and RR, Regional Retail District in part. [Midland City Code 11-1-5.02 & 11-1-5.04]

"No preliminary plat shall be approved by the commission or by the Council unless the following standards have been met: …The plat conforms to applicable zoning and other regulations." [Midland City Code 11-2-3(D)8(b)]

"A preliminary plat which is dependent, for conformance with this Chapter or the comprehensive plan, upon changes in existing zoning districts may be considered by the

commission concurrently with its consideration of such zoning district changes. **If the commission makes a recommendation to the Council that the needed zoning district changes be approved, it may then consider and approve the preliminary plat, conditioned upon later zoning approval by the Council.** Following conditional approval by the commission, if the preliminary plat is one that requires Council approval, it shall be forwarded for Council consideration along with the needed zoning district changes. If the commission recommends that the needed zoning district changes be disapproved, the commission shall disapprove the preliminary plat, citing as its basis the lack of conformity of the proposed plat to the existing zoning districts and this Chapter, and the plat shall not be further considered unless the Council subsequently approves the needed zoning district changes. In the event of such subsequent zoning approval within a period of 90 days following the commission's disapproval of the proposed plat, the developer shall be entitled to file the preliminary plat for reconsideration by the commission, and no additional plat review fee shall be charged for the refiling." [Midland City Code 11-2-3(D)9].

Staff recommends approval of the Preliminary Plat of Mockingbird Ridge subject to conditions A and B:

Condition:

A. **Approval of this preliminary plat is conditioned upon the City Council finally approving a zoning district change for the subject property that will result in this preliminary plat conforming to all applicable zoning regulations, including minimum lot area and dimension regulations. Midland City Code 11-1-5.02, 11-1-5.04, 11-2-3(D)8(b), & 11-2-3(D)9.**

B. **Approval of this preliminary plat is conditioned upon public improvements being completed prior to the approval of a final plat by the City or with an exception when waived or deferred by the Council. Midland City Code 11-2-3(G)1 & 11-2-4(A)2(a).**

Attachments:

Proposed Preliminary Plat
Maps
Application

Morris Williams Jr.

City Manager's Office

MIDLAND
Planning Division

Preliminary Plat Application

Project Number: SUB-22-0537
Case Number: P-22-1411

Proposed Subdivision Plat Name: Mockingbird Ridge Subdivision

Legal Description (attached sealed Metes and Bounds): Being a 317.56 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

Property Owner Printed Name: Betenbough Homes LLC		Phone (432) 262-0999 Email	
Address 6305 82nd St	City Lubbock	State TX	Zip 79424

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: In Part: SF3, TH, SF2, MF16, SF1, 2F, RR

Reason for Platting: ownership purposes

Plat Information	Total Acreage:	317.56

Type: ■ Single-Family Residential ☐ Multi-Family Residential
☐ Commercial ☐ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 925 | 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): Date: _____

Property Owner (printed) : _____

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 Mellen who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Betenbough Homes 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 Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of August, 2022, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee
  Check # 3907
- ☑ 1 Copy of Dimensioned Plat
- ☑ 1 Copy of Plat (11x17)
- ☑ Plat in Digital Format (PDF/JPEG)

RECEIVED
AUG 24 2022

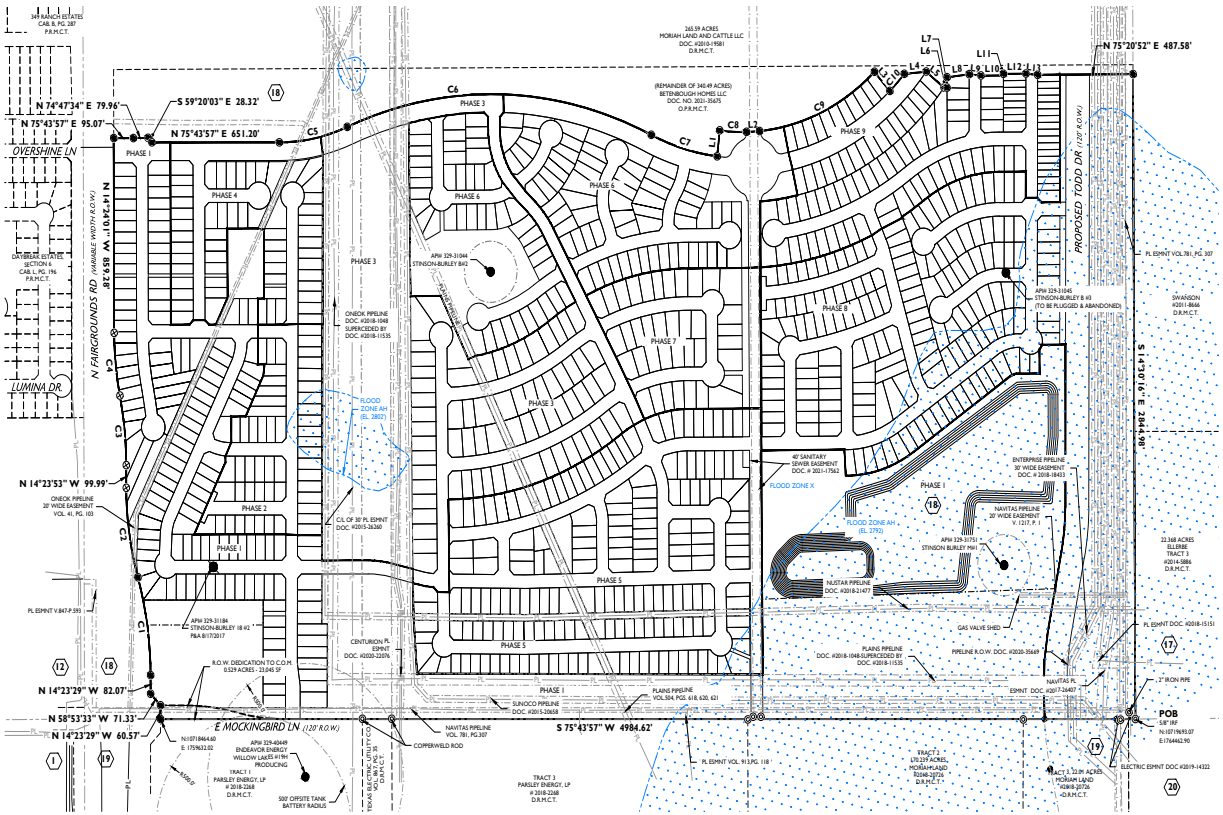
Received By: Landon Odom Date: 8/24/22

****Application will not be considered for scheduling until reviewed by a planner.****

PRELIMINARY PLAT

MOCKINGBIRD RIDGE

BEING A 317.56 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.



LEGEND

- DENOTES BOUNDARY LINE
- DENOTES EXISTING ADJACENT PROPERTY LINES
- DENOTES EXISTING EASEMENT
- DENOTES PROPOSED EASEMENT
- PL — DENOTES EXISTING BURIED PIPELINE
- DENOTES SECTION LINE
- DENOTES FLOOD ZONES
- P.R.M.C.T. — DENOTES PLAT RECORDS, MIDLAND CO., TX
- O.P.R.M.C.T. — DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- D.R.M.C.T. — DENOTES DEED RECORDS, MIDLAND CO., TX

- (#) DENOTES SECTION NUMBER
- DENOTES SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- DENOTES 1/2" IRF, UNLESS OTHERWISE NOTED
- DENOTES POINT OF CURVATURE/INTERSECTION
- DENOTES MAG NAIL FOUND
- DENOTES EXISTING OIL WELL (PRODUCING)
- DENOTES EXISTING OIL WELL (PLUGGED AND ABANDONED)

SURVEY NOTES:

1. BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NAD 83, U.S. SURVEY FOOT HAVING A CONVERGENCE ANGLE (theta) OF -0°53'04.89" AND A COMBINED SCALE FACTOR OF 0.999925027 AT THE POINT OF BEGINNING
2. 1/2" IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" SET AT CORNERS UNLESS OTHERWISE SPECIFIED.
3. SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.
4. LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED. CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
5. THIS IS A PROVISIONAL PRELIMINARY PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

SUDDENLINK COMMUNICATION
BY: _____

GRANDE COMMUNICATION
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

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 ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

GREGORY W. SHOULTS RPLS#5356
MAVERICK ENGINEERING (TX FIRM #10194514)
1909 W. WALL STREET, SUITE, K
MIDLAND, TX 79701

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS BETENBOUGH HOMES, LLC, IS THE RECORD OWNER OF A 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT BETENBOUGH HOMES, LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS MOCKINGBIRD RIDGE, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON, AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____ - _____

THE _____ DAY OF _____, 2022.

_____
BY: BETENBOUGH HOMES, LLC

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 _____, 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF MOCKINGBIRD RIDGE, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ DAY OF _____, 2022.

_____
LUCY SISNIEGA, CHAIRMAN

_____
ELIZABETH SHAUGHNESSY, SECRETARY

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0100F DATED SEPTEMBER 16, 2005,

PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS OF MINIMAL FLOOD HAZARD DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES.

PORTIONS OF THIS PROPERTY AS SHOWN HEREON ARE WITHIN ZONE "AH", AREAS WITH A 1% ANNUAL CHANCE OF SHALLOW FLOODING, USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET. THESE AREAS HAVE A 26% CHANCE OF FLOODING OVER THE LIFE OF A 30 YEAR MORTGAGE. BASE FLOOD ELEVATIONS DERIVED FROM DETAILED ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THESE ZONES. REFER TO FEMA LOMR CASE NO. 19-06-3898P ISSUED AUGUST 14, 2020 FOR DETENTION BASIN (M156) FILL IN THE NW CORNER OF THIS PROPERTY.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

DEVELOPMENT NOTES

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:
   (1) THE REPRESENTED LOTS ARE REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR :
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
4. DECLARATION OF RESTRICTIVE COVENANTS REGARDING THIS DEVELOPMENT FILED IN INSTRUMENT NO. __ - _____ DATED, ____ / ____ / _____, MIDLAND COUNTY, TEXAS.
5. IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS, IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.
6. PHASES PROPOSED ARE PROVISIONAL OR FOR PLANNING PURPOSES AND MAY BE SUBJECT TO CHANGE.
7. PROPOSED SETBACKS THROUGHOUT THE SUBDIVISION ARE AS FOLLOWS: FRONT 20' (CUL-DE-SAC 15'), SIDE 5', CORNER SIDE 10', REAR 10'.

DRAINAGE EASEMENT DEDICATED WITH THIS PLAT

1. THE CITY OF MIDLAND AND ITS EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS, SHALL HAVE THE FREE AND UNINTERRUPTED RIGHT OF PASSAGE IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN FOR THE PURPOSE OF ESTABLISHING, LAYING, CONSTRUCTING, RECONSTRUCTING, INSTALLING, REALIGNING, MODIFYING, REPLACING, IMPROVING, ALTERING, OPERATING, MAINTAINING, ACCESSING, INSPECTING, REPAIRING, RELOCATING AND REMOVING DRAINAGE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO CUT AND TRIM BUSHES AND TREES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS AND REGRESS FOR SUCH PURPOSES IN, ON, UPON, OVER, UNDER, ACROSS, ALONG AND THROUGH THE PROPERTY DESCRIBED HEREIN.
2. DEVELOPER MAY NOT USE ANY PART OF THE PROPERTY DESCRIBED HEREIN IF SUCH USE WILL DAMAGE, DESTROY, INJURE, AND/OR UNDULY INTERFERE WITH THE CITY OF MIDLAND'S USE OF THE PROPERTY. DEVELOPER EXPRESSLY COVENANTS AND AGREES FOR ITSELF, ITS LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, THAT NO BUILDING, ROADWAYS, OR CURBS AND GUTTERS OF ANY KIND WILL BE PLACED ON THE PROPERTY DESCRIBED HEREON. WRITTEN PERMISSION FOR ABOVE GROUND APPURTENANCES MUST BE OBTAINED FROM THE CITY OF MIDLAND, PRIOR TO INSTALLATION.
3. THE CITY OF MIDLAND SHALL HAVE THE RIGHT TO MITIGATE DEFICIENCIES IN THE FUNCTION OF THE STORMWATER FACILITY, AND TO BE REIMBURSED BY THE PROPERTY OWNER, IF THE CITY FINDS IT NECESSARY FOR PUBLIC HEALTH AND SAFETY.
4. THE MAINTENANCE OF ANY STORMWATER FACILITY IN THIS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER. PROPERTY OWNER AGREES TO MAINTAIN THE FACILITY IN WORKING ORDER, WITH INSPECTIONS AND CORRECTIVE ACTION MADE AT LEAST ANNUALLY. REPORTS OF SUCH INSPECTIONS AND MAINTENANCE SHALL BE KEPT FOR INSPECTION BY THE CITY OF MIDLAND STORMWATER ADMINISTRATOR ON REQUEST, OR MAY BE FORWARDED TO THE CITY ENGINEER'S OFFICE.

PROPERTY OWNER

BETENBOUGH HOMES LLC
6305 82ND ST
LUBBOCK, TX 79424
DEED INSTRUMENT #2021-35675

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

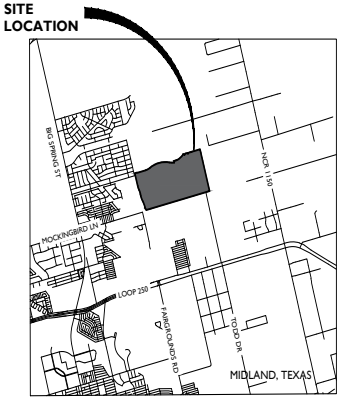
NO. _____ CABINET _____

DATE _____ PAGE _____

October 11, 2022

MOCKINGBIRD RIDGE

SITE LOCATION



VICINITY MAP
N.T.S.



0' 300' 600' 900'
SCALE 1" = 300'

BOUNDARY CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	438.45'	1490.00'	436.87'	N 22° 49' 41" W	16°51'36"
C2	400.19'	1360.00'	398.75'	N 22° 49' 41" W	16°51'35"
C3	309.37'	1500.00'	308.82'	N 20° 18' 24" W	11°49'01"
C4	278.44'	1350.00'	277.95'	N 20° 18' 24" W	11°49'03"
C5	356.44'	920.00'	354.21'	N 64° 37' 59" E	22°11'55"
C6	1599.03'	1950.00'	1554.60'	N 77° 01' 32" E	46°59'01"
C7	351.41'	1110.00'	349.94'	S 88° 33' 08" E	18°08'20"
C8	137.24'	995.00'	137.13'	N 78° 25' 37" E	7°54'10"
C9	649.32'	995.00'	637.86'	N 51° 36' 34" E	37°23'25"
C10	105.99'	1110.00'	105.95'	N 30° 10' 44" E	5°28'16"

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 07°37'18" W	115.00'
L2	N 72°23'25" E	72.42'
L3	S 57°05'08" E	115.00'
L4	N 70°45'27" E	112.51'
L5	S 66°30'04" E	115.00'
L6	N 77°16'15" E	15.51'
L7	N 14°39'08" W	46.14'
L8	N 69°08'15" E	114.62'
L9	N 81°18'37" E	60.27'
L10	N 75°20'52" E	115.00'
L11	N 14°25'02" W	7.06'
L12	N 75°20'52" E	115.00'
L13	N 80°51'01" E	60.26'

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

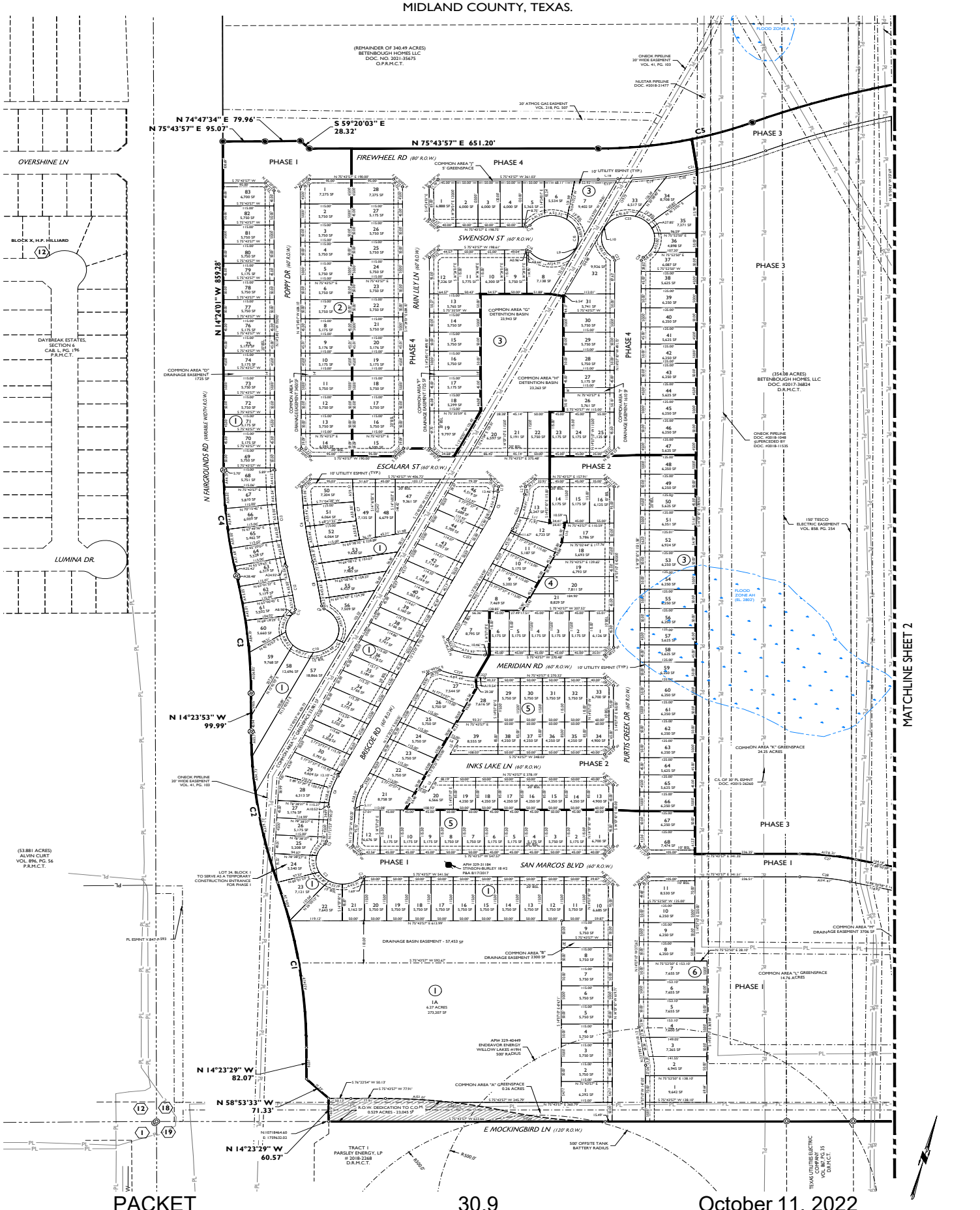
PACKET

Drawing - P:\2021\210122-BETENBOUGH-BRANDT\ TRACT\DRAWINGS\PLAT\PRELIM - MASTER\210122 PRELIM PLAT COVER SHEET.DWG Last Saved By: ADevine on 9/9/22

PRELIMINARY PLAT

MOCKINGBIRD RIDGE

BEING A 317.56 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
ENGINEERING / SURVEY / WATER RESOURCES
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 30.9 October 11, 2022

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

0' 100' 200' 300'
SCALE 1" = 100'

SHEET 1

PRELIMINARY PLAT

MOCKINGBIRD RIDGE

BEING A 317.56 ACRE TRACT OF LAND, SITUATED IN SECTION 18, BLOCK 38, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
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 30.10 October 11, 2022

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

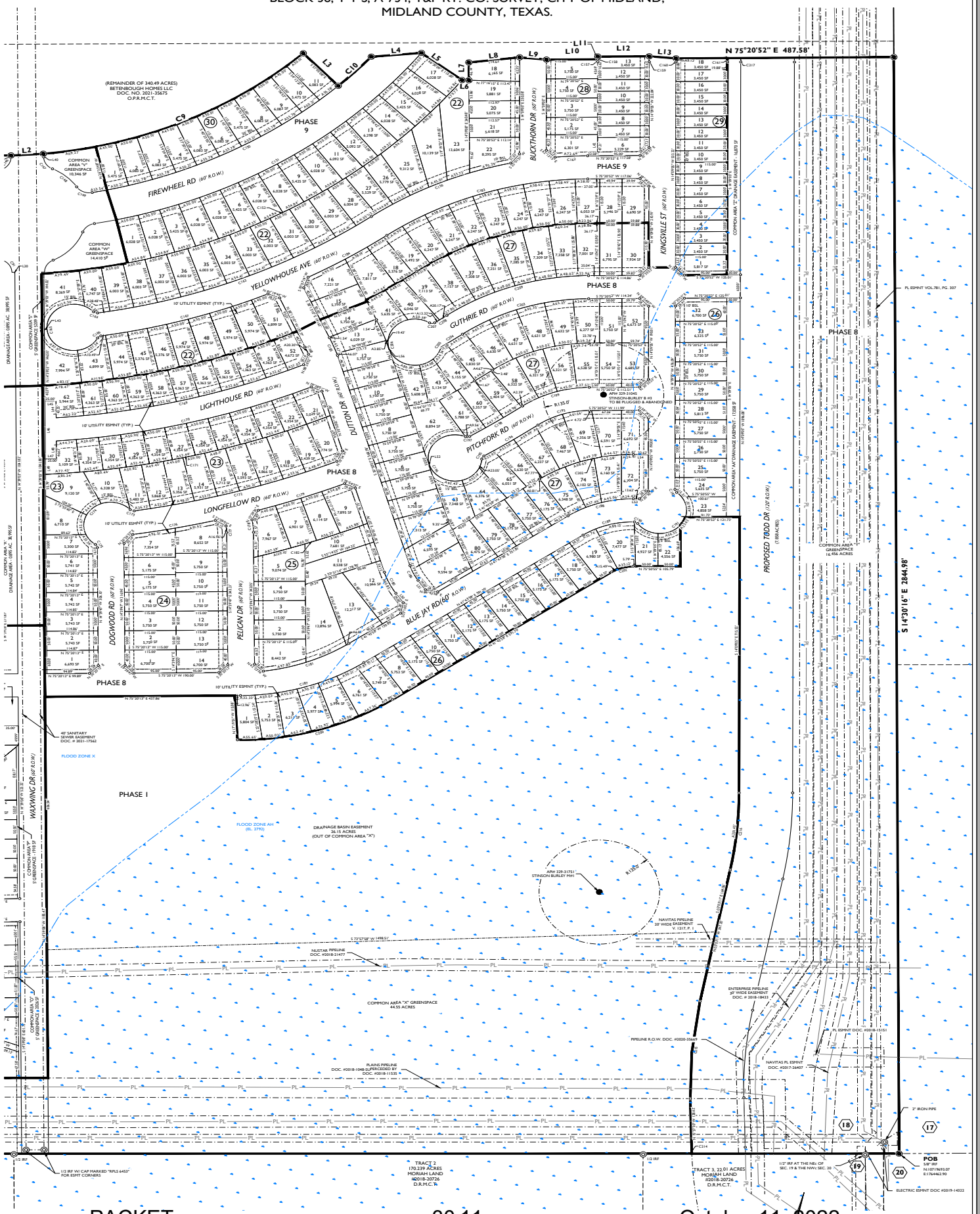
0' 100' 200' 300'
SCALE 1" = 100'

SHEET 2

PRELIMINARY PLAT

MOCKINGBIRD RIDGE

BEING A 317.56 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.



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www.Maverick-Eng.com

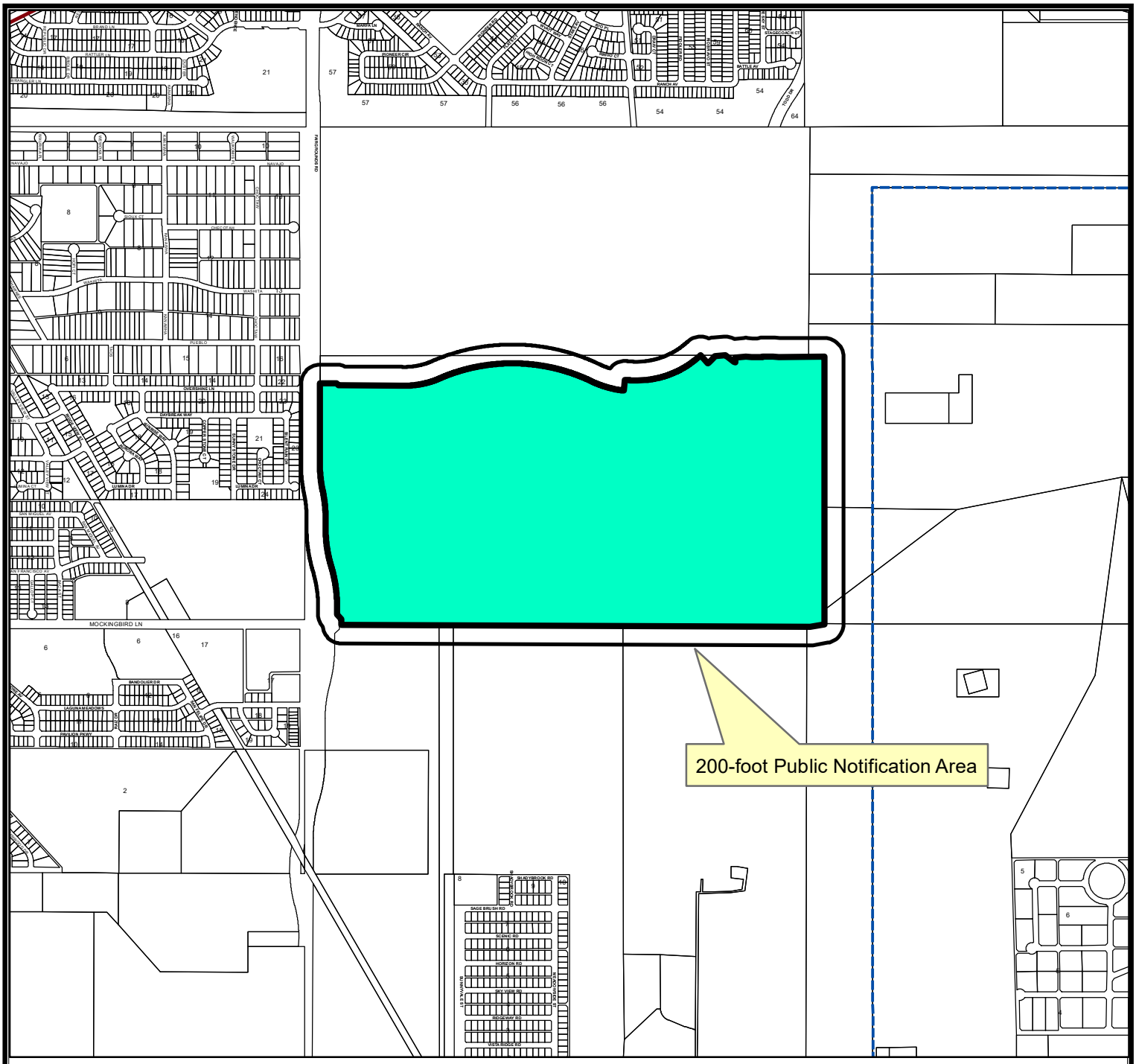
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

SCALE 1" = 100'

SHEET 3



LOCATION MAP

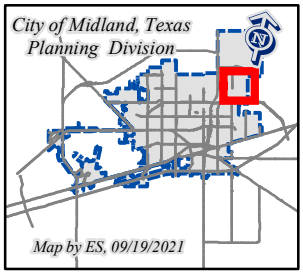
P-22-1411 **Scale: 1" = 1650'**

Proposed plat of Mockingbird Ridge, being a residential plat of a 317.56-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.

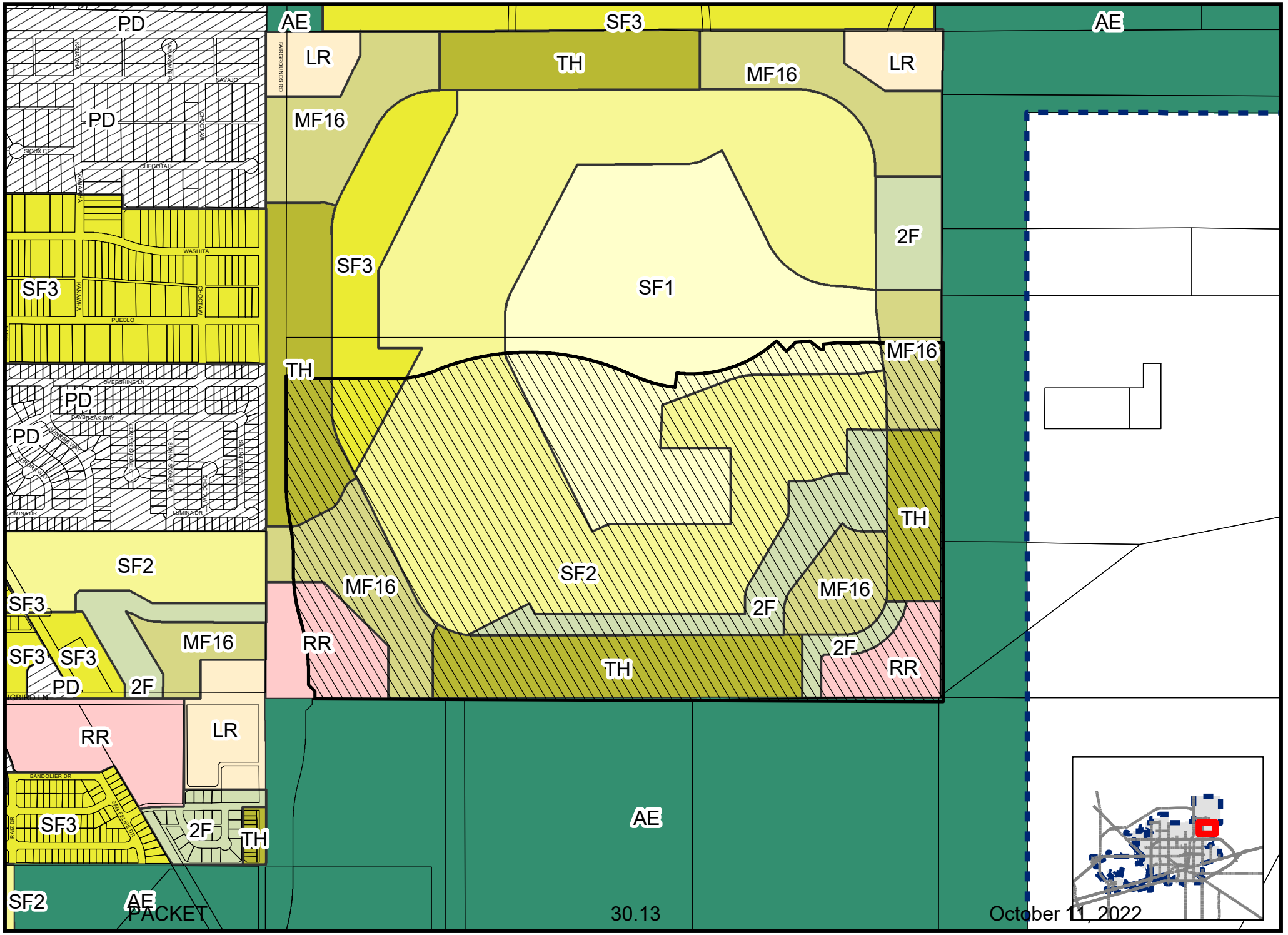
Generally located on the northeast corner of the intersection of North Fairgrounds and East Mockingbird Road. (Council District 1)

L E G E N D

- 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 PRIMARY 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.



Map By JR, 9/14/2022

P-22-1411

Scale: 1" = 781'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY 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.






PRIVATE
PROPERTY



City Council Meeting

Item Number: 31

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Adrian Acosta, Manager, Engineering (Development)

Subject: **Motion approving a request by S.W. Howell, Inc. to defer paving, wastewater and water improvements for Westcliff Addition, Section 5, and to waive the corresponding financial security guarantee valued at $219,060.00, an amount equal to the estimated cost to construct the public infrastructure. The subject property is generally located at the northeast corner of the intersection of Westcliff Drive and Princeton Avenue. The property is within the corporate limits of the City of Midland (DISTRICT 3) (ENGINEERING SERVICES)**

Purpose:

Motion approving a request by S.W. Howell, Inc., to defer paving, wastewater and water improvements for Westcliff Addition, Section 5, and to waive the corresponding financial security guarantee valued at $219,060.00, an amount equal to the estimated cost to construct the public infrastructure. The subject property is generally located at the northeast corner of the intersection of Westcliff Drive and Princeton Avenue. The property is within the corporate limits of the City of Midland.

Recommended City Council Action:

Deny

Fiscal Impact:

Water Distribution	$	31,284.00
Wastewater Collection	$	38,800.00
Paving	$	148,976.00
Sidewalk	$	0.00
Drainage	$	0.00
Total Value of Deferral	$	219,060.00

Discussion:

Westcliff Addition, Section 5 is proposed as a 0.68-acre subdivision. The one-tract subdivision is located at the northeast corner of the intersection of Westcliff Drive and Princeton Avenue, within the corporate limits of the City of Midland.

S.W. Howell, on behalf of the developers, Exodus Church of God People, has requested to defer public water, wastewater, and paving improvements, and waive the corresponding financial security guarantee, which is equal to 100% of the developer's portion of the construction costs. The developer is not requesting to defer the drainage study. Has been approved for this development.

Paving:
Westcliff Drive is not currently constructed to City of Midland standards along the frontage of the proposed development. S.W. Howell is requesting to defer paving improvements along this stretch of Westcliff. It is the opinion Engineering staff disapprove the deferral of pavement. The staff recommendation is to have the developer provide the $148,976.00 security for paving improvements along the platted frontage of Westcliff Addition, Section 5.

Wastewater:
S.W. Howell is requesting to defer wastewater utility improvements being installed within the alley east of Westcliff Addition, Section 5. The nearest wastewater utilities are 185 feet away from the proposed subdivision. The sub-division does not have access to the public wastewater collection system but are in close proximity to this infrastructure. Based on this circumstance, it is the recommendation of Engineering staff to have the developer provide the $38,800.00 security for wastewater improvements along the platted frontage of Westcliff Addition, Section 6.

Water:
S.W. Howell is requesting to defer water utility improvements being installed along the platted frontage of Westcliff Drive. There is access to water utilities along the platted frontage of Princeton Avenue. Based on these circumstances, it is the recommendation of Engineering staff to accept the deferral request for water improvements.

Engineering Staff will support the determination of the council regarding the deferral of water improvements. However, Engineering Services does not support the deferral of paving and Utilities does not support the deferral of wastewater improvements along Westcliff Drive. It is recommended that the developer provide the $187,776.00 security for paving and wastewater improvements.

Should Council agree to the deferral for one or all improvements construction, staff will nevertheless require that the following note by added to the Final Plat.

The installation of public improvements may be required by the City of Midland at such time as any of the properties within the development are rezoned for a more intensive use.

Attached are the deferral request, Opinion of Probable Cost and Preliminary Plat prepared by S.W. Howell, Inc and a location map prepared by staff.

City Manager's Office

S. W. HOWELL, INC
P. O. Box 22
Odessa, Texas, 79760
432-367-5711
swh@swhowell.com

September 19, 2022, revised
August 15, 2022

Mr. Adrian Acosta, (aacosta@midlandtexas.gov)
Engineering Department
300 N. Loraine
Midland, TX 79702

Request for Deferral
Westcliff Addition, Section 5
Midland County, Texas

Dear Mr. Adrian Acosta,

Please let this letter stand as the request from Exodus Church of God People to the City Council of the City of Midland to defer the following items pertaining to the development of Westcliff Addition, Section 5, in the City of Midland. The request is broken down below:

1. Water Distribution: The applicant is requesting to defer the water distribution system and to waive the financial security guaranteed associated with those improvements to serve proposed Westcliff Addition, Section 5,

   Water improvement plan to connect to the existing water in Westcliff have been prepared and the architect for the project will submit the civil plans to City of Midland, the project is asking to be deferred from the construction of waterline loop through the alley on the east side of the development as requested by engineering department as the tract has City of Midland water and cost of completion is just prohibitive to the Exodus Church of God People.

2. Paving and Drainage Improvements

   The applicant is requesting deferral to construct Westcliff to City Standards along the platted frontage and to waive the financial security guarantee associated with those improvements. The cost to pave Westcliff is above the church's means and they are unable to produce a letter of credit. A set of plans have been prepared per the request of the city; the cost is just too prohibitive.

3. Wastewater Improvements

   Sewer improvement plan to connect to the existing sewer line in the alley that exist nearest our northeast corner, the plans have been prepared and the architect for the project will submit the civil plan to extend the sewer in that manner. The project is asking to be deferred from the construction of sewer from the south along the entire property to the northwest corner. The cost is just too prohibitive for the Church.

We are requesting that our deferral/waiver request be placed on the City Council agenda at your earliest opportunity. Thank you for all your assistance week and in the future.

Yours truly,

S. W. HOWELL, INC.

Janie Howell

Attachment: City of Midland spreadsheet

Summary of Public Improvements - Opinion of Probable Cost

Location:	EXODUS Church - Lot 9, Blk 6, Westcliff Addition, Midland, TX
Engineer:	SW Howell, Inc.

Summary	Total
Wastewater Collection Improvements	$38,800.00
Water Distribution Improvements	$31,284.00
Storm Sewer Improvements	$0.00
Paving Improvements	$148,976.00
Sidewalk Improvements	$0.00
Construction Total	**$219,060.00**

MIDLAND
Engineering Services

Wastewater Collection - Opinion of Probable Cost

Location: EXODUS Church - Lot 9, Blk 6, Westcliff Addition, Midland, TX
Engineer: SW Howell, Inc.

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
12" SDR 35 PVC	0	LF	30.00	0.00
8" SDR 35 PVC	0	LF	28.00	0.00
6" SDR 35 PVC	300	LF	24.00	7,200.00
Trenching/Backfill 0'-5'	0	LF	20.00	0.00
Length under paved surface:	0	LF		
Trenching/Backfill 5'-8'	300	LF	22.00	6,600.00
Length under paved surface:	0	LF		
Trenching/Backfill 8'-10'	0	LF	25.00	0.00
Length under paved surface:	0	LF		
Trenching/Backfill 10'-12'		LF	30.00	0.00
Length under paved surface:	0	LF		
Trenching 12'-14'	0	LF	35.00	0.00
Length under paved surface:	0	LF		
Imported Backfill Material	0.00	TN	15.00	0.00
Imported Backfill Material - Unit Weight	120.00	PCF		
Replacement Manhole	0	EA	5000.00	0.00
New Manhole	3	EA	4500.00	13,500.00
Remove Manhole	0	EA	1000.00	0.00
Manhole Extra Depth (MH>5')	0	VF	400.00	0.00
Connect to Existing MH	0	EA	500.00	0.00
24" Bore & Steel Encasement	0	LF	480.00	0.00
18" Bore & Steel Encasement	0	LF	360.00	0.00
12" Bore & Steel Encasement	0	LF	240.00	0.00
4" Wastewater Service	1	EA	1200.00	1,200.00
6" Wastewater Service	0	EA	750.00	0.00
Volume, Flowable Fill (3 Sac)	0.00	CY	105.00	0.00
Length of Flowable Fill (Under Pavmt):	0.00	LF		
Length of Flowable Fill (Other Misc):	0.00	LF		
Depth of Flowable Fill (ft):	2.00	FT		
Construction Subtotal				**$28,500.00**

MIDLAND
Engineering Services

Wastewater Collection - Opinion of Probable Cost

Location: EXODUS Church - Lot 9, Blk 6, Westcliff Addition, Midland, TX
Engineer: SW Howell, Inc.

Wastewater Main Improvements	Quantity	Unit	Unit Price	Total
Construction Subtotal (from prev page)				**$28,500.00**
Asphalt Pavement Repair	0	LF	20.00	0.00
Concrete Pavement Repair	0	LF	25.00	0.00
Erosion Protection ($/100LF)	3	cLF	500.00	1,500.00
Trench Protection (Trenching > 5')	300	LF	2.00	600.00
Traffic Control / Job Site Safety	3	cLF	150.00	450.00
Construction Staking ($/100LF)	3	cLF	250.00	750.00
Contingency (nearest $100)	0	%	0%	0.00
Construction Total				**$31,800.00**
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	15	LS	15%	5,000.00
Construction Administration	5	LS	5%	2,000.00
Engineering & Administration Total				**$7,000.00**
TOTAL				**$38,800.00**
$Cost / LF	300	LF		**129.3333333**

MIDLAND
Engineering Services

Water Distribution - Opinion of Probable Cost

Location: EXODUS Church - Lot 9, Blk 6, Westcliff Addition, Midland, TX
Engineer: SW Howell, Inc.

Water Main Improvements	Quantity	Unit	Unit Price	Total
12" C-900 DR 18	0	LF	65.00	0.00
Length under paved surface:	0	LF		
8" C-900 DR 18	0	LF	45.00	0.00
Length under paved surface:	0	LF		
6" C-900 DR 18	260	LF	35.00	9,100.00
Length under paved surface:	0	LF		
Imported Backfill Material	0.00	TN	15.00	0.00
Imported Backfill Material, Unit Weight:	120.00	PCF		
Lower Water Main Under Existing Utliliy	0	EA	1000.00	0.00
16" Tapping Sleeve	0	EA	4000.00	0.00
12" Tapping Sleeve	0	EA	2500.00	0.00
8" Tapping Sleeve	0	EA	1500.00	0.00
6" Tapping Sleeve	0	EA	1200.00	0.00
12" Gate Valve	0	EA	1700.00	0.00
12" Gate Valve (MJ x F)	0	EA	2000.00	0.00
8" Gate Valve	0	EA	1100.00	0.00
8" Gate Valve (MJ x F)	0	EA	1100.00	0.00
6" Gate Valve	0	EA	1000.00	0.00
6" Gate Valve (MJ x F)	3	EA	2500.00	7,500.00
Fire Hydrant	0	EA	3000.00	0.00
Wet Connection	0	EA	2500.00	0.00
Ductile Iron Fittings	0.11	TN	4000.00	434.00
12" Joint Restraint	0	EA	200.00	0.00
8" Joint Restraint	0	EA	150.00	0.00
6" Joint Restraint	10	EA	100.00	1,000.00
24" Bore & Steel Encasement	0	LF	240.00	0.00
18" Bore & Steel Encasement	0	LF	180.00	0.00
12" Bore & Steel Encasement	0	LF	120.00	0.00
1" Water Service (short)	3	EA	600.00	1,800.00
1" Water Service (long)	1	EA	1100.00	1,100.00
2" Water Service (short)	0	EA	1500.00	0.00
2" Water Service (long)	0	EA	2500.00	0.00
Volume, Flowable Fill (3 Sac)	0.00	CY	105.00	0.00
Length of Flowable Fill (Under Pavmt):	0.00	LF		
Length of Flowable Fill (Other Misc):	0.00	LF		
Depth of Flowable Fill (ft):	3.00	FT		
Construction Subtotal				**$20,934.00**

MIDLAND Engineering Services

Water Distribution - Opinion of Probable Cost

Location: EXODUS Church - Lot 9, Blk 6, Westcliff Addition, Midland, TX
Engineer: SW Howell, Inc.

Water Main Improvements	Quantity	Unit	Unit Price	Total
Construction Subtotal (from prev page)				**$20,934.00**
Asphalt Pavement Repair	0	LF	25.00	0.00
Concrete Pavement Repair	0	LF	35.00	0.00
Erosion Protection ($/100LF)	2.6	cLF	500.00	1,300.00
Traffic Control / Job Site Safety ($/100LF)	2.6	cLF	150.00	390.00
Construction Staking ($/100LF)	2.6	cLF	100.00	260.00
Contingency (nearest $100)	15	%	15%	3,400.00
Construction Total				**$26,284.00**
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	15	LS	15%	4,000.00
Construction Administration	5	LS	5%	1,000.00
Engineering & Administration Total				**$5,000.00**
TOTAL				**$31,284.00**
$Cost / LF	260	LF		**120.3230769**

MIDLAND
Engineering Services

Paving - Opinion of Probable Cost

Location: EXODUS Church - Lot 9, Blk 6, Westcliff Addition, Midland, TX
Engineer: SW Howell, Inc.

Paving Improvements	Quantity	Unit
Paving Width (back-to-back)	41	FT
Length of Paving	225	FT
Base Rock Depth - Bott Lift (6" min - 8" max)	8	in
Base Rock Depth - Top Lift (5", 6" or 8" max)	8	in
Base Rock Unit Weight (95% Standard Proctor)	120	PCF
Base Rock waste	0	%
HMAC thickness (in)	2	in
HMAC waste	0	%

Paving Improvements	Quantity	Unit	Unit Price	Total
ROW Preparation	225	LF	15.00	3,375.00
24" Curb & Gutter	450	LF	65.00	29,250.00
Excavation	477.78	CY	5.00	2,388.89
Scarify / Shape / Compact Sub-grade	1075.00	SY	3.50	3,762.50
Base Rock - Bott Lift (Material Only)	387.00	TN	15.00	5,805.00
Base Rock - Top Lift (Material Only)	353.25	TN	15.00	5,298.75
Shape / Compact Base Rock - Bottom Lift	1075.00	SY	15.00	16,125.00
Shape / Compact Base Rock - Top Lift	925.00	SY	10.00	9,250.00
Tack Coat	925.00	SY	3.00	2,775.00
HMAC (Material Only)	76.31	TN	120.00	9,157.50
Installation of HMAC Surface Course	925.00	SY	18.00	16,650.00
Erosion Protection ($/100 LF)	2.25	LS	1000.00	2,250.00
Construction Staking ($/100LF)	2.25	LS	500.00	1,125.00
Traffic Control / Job Site Safety ($/100LF)	2.25	LS	250.00	562.50
Contingency (nearest $100)	15	%	15%	16,200.00
Construction Total				**$123,975.14**

MIDLAND
Engineering Services

Paving - Opinion of Probable Cost

Location: EXODUS Church - Lot 9, Blk 6, Westcliff Addition, Midland, TX
Engineer: SW Howell, Inc.

Paving Improvements	Quantity	Unit	Unit Price	Total
Construction Total (from prev page)				**$123,975.14**
ROW Acquisition	0	LS	1	0.00
Engineering & Surveying	15	LS	15%	19,000.00
Construction Administration	5	LS	5%	6,000.00
Engineering & Administration Total				**$25,000.00**
TOTAL				**$148,976.00**
Developers Share	100%			**$148,976.00**
$Cost / LF	225	LF		**662.1155556**

11/10/2021

WESTCLIFF ADDITION, SECTION 5

BEING A REPLAT OF LOTS 1-3, BLOCK 6, WESTCLIFF ADDITION, AN ADDITION TO THE CITY OF MIDLAND AND BEING A SUBDIVISION OF 0.68 ACRES IN SECTION 30, BLOCK 39, T-1-S, T&P RY. CO. SURVEY, MIDLAND COUNTY, TEXAS

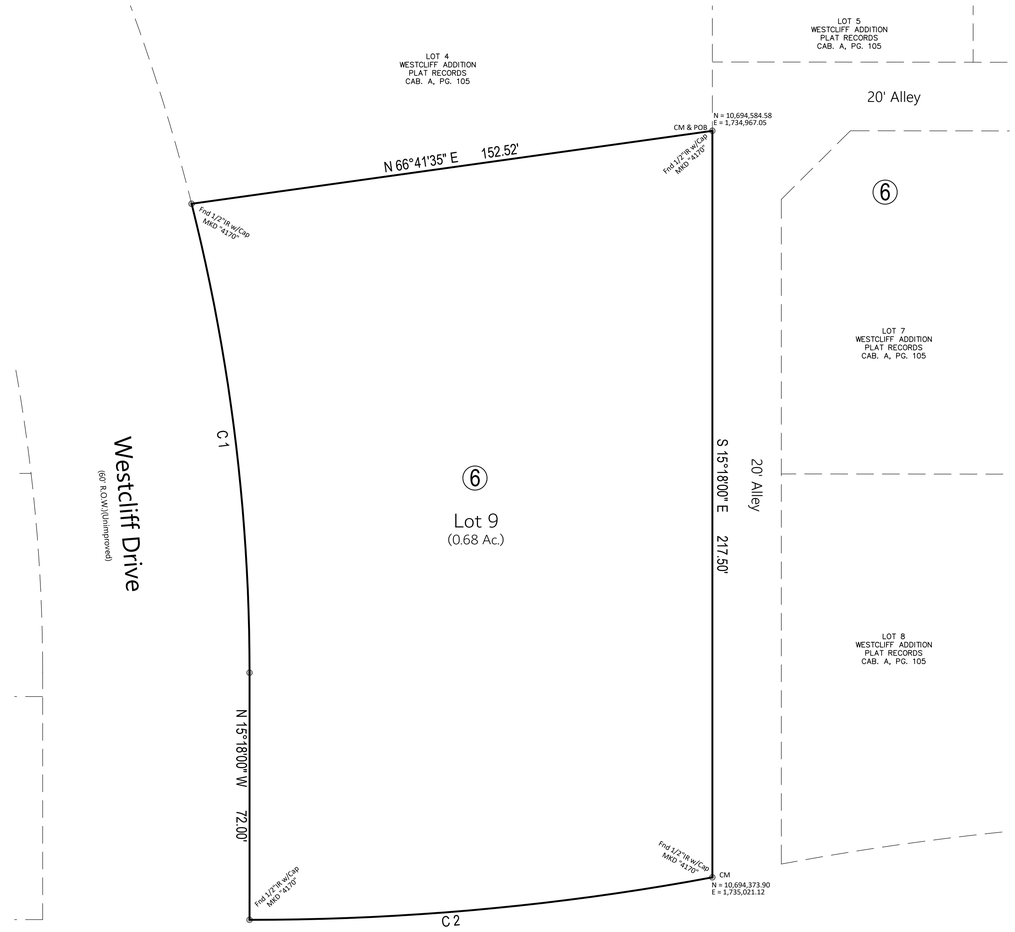
N

Scale 1" = 20'

0 10 20 40 80

POB = Point of Beginning
CM = Controlling Monument

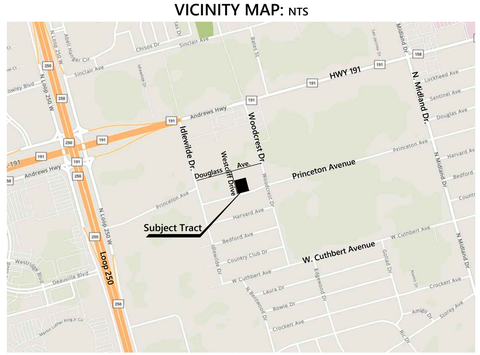
CURVE DATA					
NO.	DELTA ANGLE	RADIUS	LENGTH	CH. BEAR	CH. DIST
1	14°01'26"	563.81'	138.00'	N 22°18'43"W	137.66'
2	10°38'08"	727.21'	135.00'	S 69°26'03"W	134.80'



NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. BEARINGS ARE RELATIVE TO THE EAST BOUNDARY LINE OF LOTS 1–3, BLOCK 6, WESTCLIFF ADDITION, PLAT OF WHICH IS RECORDED IN CABINET A, PAGE 105, PLAT RECORDS OF MIDLAND COUNTY, TEXAS..
3. COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011).
4. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THESE LOT(S) MAY BE DEVELOPED AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
5. THE PROPERTY SHOWN HEREON APPEARS TO BE IN ZONE "X AS INTERPRETED FROM OUR FILE COPY OF FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, TEXAS, PANEL NO. 48329C0182F DATED SEPTEMBER 16, 2005. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION; THE LOCAL FEMA FLOOD PLAIN ADMINISTRATOR SHOULD BE CONTACTED FOR VERIFICATION.
6. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEE MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

VICINITY MAP: NTS



NW CITY OF MIDLAND

UTILITY COMPANY CERTIFICATE

This plat has been check for accessibility of utilities.

Atmos Energy

Oncor Electric Delivery

A T & T

Grande Communications

SuddenLink Communications

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

KNOW ALL MEN BY THESE PRESENTS

That I, Sam Howell, II, A Registered Professional Land Surveyor of the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown hereon were properly ~~placed under my supervision~~.

DATED _____

S. W. HOWELL, INC.

SAM HOWELL, II
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4853

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

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, EXODUS CHURCH OF GOD are the record owners of Lots 1–3, Block 6, Westcliff Addition, an addition to the City of Midland, Midland County, Texas, recorded in Cabinet B, Page 176, Plat Records of Midland County, Texas, and more particularly described hereon:

FIELD NOTES OF A 0.68 ACRE TRACT BEING LOTS 1–3, BLOCK 6, WESTCLIFF ADDITION, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, RECORDED IN CABINET B, PAGE 176, PLAT RECORDS OF MIDLAND COUNTY, TEXAS:

BEGINNING at a 1/2 inch iron rod with cap marked "RPLS 4170" found in the west line of a 20 foot wide north–south alley for the southeast corner of Lot 4, Block 6, Westcliff Addition, an addition to the City of Midland, Midland County, Texas, as recorded in Cabinet B, Page 176, Plat Records of Midland County, Texas, and for the northeast corner of Lot 3 of said Block 6 and this tract;

THENCE S 15°18'00" E, with the west line of said 20 foot wide north–south alley and the east boundary line of Lot 3 and Lots 2 and 1 of said Block 6, 217.50 feet, to a 1/2 inch iron rod with cap marked "RPLS 4170" found in the north Right of Way line of Princeton Avenue for the southeast corner of said Lot 1 and this tract;

THENCE with the north Right of Way line of said Princeton Avenue southwesterly with a curve to the right having an arc length of 135.00 feet, radius of 727.21 feet, central angle of 10°38'08", chord bearing of N 69°26'03" W, and a chord distance of 134.80 feet, to a 1/2 inch iron rod with cap marked "RPLS 4170" found in the east boundary line of Westcliff Drive for the southwest corner of said Lot 1 and for this tract;

THENCE N 15°18'00" W, with the east Right of Way line of said Westcliff Drive and the west boundary line of said Lot 1, and partially with the west boundary line of said Lot 2, 72.00 feet, to a point for a Point of Curvature;

HENCE with the west Right of Way line of said Westcliff Drive and the west boundary line of said Lot 2 and said Lot 3 northwesterly with a curve to the left having an arc length of 138.00 feet, radius of 563.81 feet, central angle of 14°01'26", chord bearing of N 22°18'43" W, and a chord distance of 137.66 feet, to a 1/2 inch iron rod with cap marked "RPLS 4170" found in the east boundary line of Westcliff Drive for the southwest corner of said Lot 4 and for the northwest corner of said Lot 3 and for this tract;

THENCE N 66°41'35" E, with the south boundary line of said Lot 4 and the north boundary line of said Lot 3, 152.52 feet, to the Point of Beginning and containing 0.68 acres of land.

ACKNOWLEDGEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, EXODUS CHURCH OF GOD, do hereby adopt this plat designating the herein hereon described property as "WESTCLIFF ADDITION, SECTION 5", an addition to the City of Midland, Midland County, Texas, Being a 0.68 acre tract of land in Midland County, Texas, and do hereby dedicate to the public use forever the streets, alleys and easements as shown hereon,

WITNESS my hand at Midland County, Texas this _____day of _____, 2020.

EXODUS CHURCH OF GOD PEOPLE

_____ Ademolu Adeyemi Olubajo, Pastor and Trustee

_____ Oluwafunmilayo Rachael Olubajo, Trustee

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2020, by Ademolu Adeyemi Olubajo, Pastor and Trustee, of EXODUS CHURCH OF GOD PEOPLE.

My Commission Expires:_____

_____ Notary Public, State of Texas

_____ Printed Name of Notary

STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on _____, 2020, by Oluwafunmilayo Rachael Olubajo, Trustee, of EXODUS CHURCH OF GOD PEOPLE.

My Commission Expires:_____

_____ Notary Public, State of Texas

_____ Printed Name of Notary

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "REPLAT OF LOTS 1–3, BLOCK 6, WESTCLIFF ADDITION" was approved by proper action of the Planning and Zoning Commission of the City of Midland, Texas, on this _____ day of _____ , 2020.

_____ REGGIE LAWRENCE
Chairman of Planning and Zoning Commission

_____ CRISTINA ODENBORG–BURNS
Secretary of Planning and Zoning Commission

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO._____ CABINET _____

DATE: _____ PAGE _____

INSTRUMENT NUMBER: _____

Texas811 Know what's below. Call before you dig.

S.W. HOWELL, INC.
409 East 57th Street, Odessa, Texas, 79762
Phone: (432) 367-5711
swh@swhowell.com
TEXAS SURVEYING FIRM #F-100147-00
TEXAS ENGINEERING FIRM #F-173
Engineering, Surveying and Land Planning

Job Number:	Drawn by:	Date:
20-36187	RJD	September, 2020

Owner Information:	
Name:	EXODUS CHURCH OF GOD
Address:	
Name:	414 MILE HIGH LANE
Address:	MIDLAND, TX 79706



ENGINEERING DIVISION

REQUEST TO

DEFER

Wastewater Collection, Water, & Paving

NORTH

Westcliff Addition,

Section 5

(S.W. Howell, Inc.)

MIDLAND Engineering Services

Made by AHA 09/26/2022

City Council Meeting

Item Number: 32

Meeting Date: October 11, 2022

To: City Council / City Manager

From: Christy Weakland, Director

Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF NOVEMBER 1, 2022; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

Purpose:

Revise an Ordinance establishing regulatory and user 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.

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.

Discussion:

Exhibit P will be added to cover Right of Way License fees.

Morris Williams Jr.

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 NOVEMBER 1, 2022; 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 November 1, 2022.

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., 2022; 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., 2022, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2022.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Robert Patrick, City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	$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
Passports	
Execution Fee (DS-11)	$35.00
Renewal Mailing Fee (DS-82)	$10.00
Passport Photograph	$18.00
Expedited Shipping Fee (DS-11)	$26.40
Expedited Shipping Fee (DS-82)	$32.95
Notarization Fee	$10.00
Copies	$0.25

Exhibit B

Parks

	Fee
TEMP FENCING	
Deposit	$200.00
Rental Fee (per panel)	$20/day
SHOWMOBILE	
Deposit	$1,000.00
Rental Fee (minimum of 4 hours)	$62.50/hour
Extensions	$100.00
Show Lights	$200.00
PORTABLE BLEACHERS	
Deposit	$100.00
Rental Fee (per day)	$100.00
PORTABLE STAGE	
Deposit	$100.00
Rental Fee	$100.00
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	
Artifical Turf Fields Rental Fee	$50.00/hour
Natural Turf Field Rental Fee	$25.00/hour
Lights	$25.00/hour
Tournament Fee	$25.00/team
FOOTBALL/SOCCER FIELD RENTALS	
Artifical Turf Fields Rental Fee	$50.00/hour
Natural Turf Field Rental Fee	$25.00/hour
Lights	$25.00/hour
Tournament Fee	$30/game
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		$3.00
Children under 2		Free
10 Punch Card		$15.00
25 Punch Card		$35.00
75 Punch Card		$75.00
Personal Cooler Admission		$10.00
Soda		$3.00
Water		$2.00
Snacks		$2.00
Swim lesson (1 week)		$20.00
Life Jacket Rental		$1.00
PRIVATE RENTALS		
DEPOSIT		$150.00
RENTAL FEE (2 hours)		$850.00
POOL PAVILION RENTALS		
(Doug Russell Only)		
DEPOSIT		$100.00
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
Training Room	per hour	

Exhibit C

Recreation

	Fee
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
BUBBLE SOCCER AT MLK Gym Only	
Deposit	$300.00
During Hrs	$100/hour
After Hours	$125/hour
Bubble Soccer at MLK Gym/Activity Rm	
Deposit	$300.00
During Hrs	$125/hour
After Hours	$135/hour
BUBBLE SOCCER AT MLK Gym/Act Rm/Game Rm	
Deposit	$300.00
During Hrs	Not Avaliable
After Hours	$170/hour
BUBBLE SOCCER NOT @MLK	
Deposit	$500.00
Fee (minimum of 2 hours)	$200/hour

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
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
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
Child Care Programs	
Day Care	$100.00
Foster Care	$50.00
Child Care Program for after School	$50.00
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
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

Clinical Section	
Health Department Services	
DTaP	$45.00
Kinrix (DTaP & Polio)	$100.00
Pentacel (DTaP & Polio & Flu Type B)	$140.00
IPV (Polio)	$50.00
Pedi HEP A	$40.00
Pedi HEP B	$35.00

Exhibit D

Health and Senior Services

	Fee
HIB (Flu Type B)	$40.00
Vaxelis (DTaP, HIB, Polio & HEB B)	$150.00
Rototeq/Rotarix (Rotavirus)	$140.00
Proquad (MMR & Varicella)	$255.00
PCV 13 (Pneumococcal Conjugate)	$260.00
PPSV23 (Pneumococcal Conjugate)	$145.00
MMR	$90.00
Varicella	$155.00
TD (Tetanus & Diptheria)	$50.00
TDAP (Tetanus Diptheria and Pertussis)	$60.00
HPV 9	$255.00
MCV4 (Meningitis)	$150.00
Menqaudfi (Meningitis)	$200.00
Trumenba (Meningococcal Group B)	$155.00
Bexsero (Meningococcal Group B)	$185.00
Adult Hep A	$70.00
Adult Hep B	$65.00
Heplisav-Adult Hep B	$125.00
Shingrix (Shingles)	$175.00
Infant flu	$25.00
Flu	$30.00
High Dose Flu	$65.00
Flublok	$60.00
Yellow Fever	$130.00
STD Testing	$15.00
HIV Testing	$15.00
STD Clinic Treatment	$15.00
STD Clinic Retreatment	$15.00
Pregnancy Test-Urine	$10.00
Pregnancy Test - Blood	$15.00
TB Test	$15.00
TB Clinic	$15.00
Administration Fees	
Insured	$25.00
TVFC 1=$10, 2=$20, >or= 3 = $30	
Refugee	$0.00
Medicaid/CHIP	$14.85
Medicare Flu or Pneumonia	$25.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	$50 for Cats; $75 for Dogs
Ducks, Rabbits, Other	$5.00
Rescue Fee (rabies, microchip, license)	$32.00
Humane Coalition Transfer Fee (with micro chipping) Range $17 to $25	$25.00
Animal Service Discount	$6.73
Vaccines and Medical Fees	
Rabies ($10 special event and $20 reg)	$10.00 or $20.00
Rabies and Booster ($15 special event)	$15.00
Impoundment Fees	
Impoundment - 1st Offense (altered)	$25.00
Impoundment - 1st Offense (unaltered)	$50.00
Impoundment - 2nd Offense (altered)	$50.00
Impoundment - 2nd Offense (unaltered)	$75.00
Impoundment - 3rd+ Offense (altered)	$60.00
Impoundment - 3rd+ Offense (unaltered)	$100.00
Livestock Impoundment	$100.00
Boarding & Quarantine	
Boarding (per day)	$8.00
Quarantine Fees (minimum of 10 days)	$10.00/day
Home Quarantine Fees (minimum of 10 days)	$5.00/day
Pick-up Fees	
Pickup Fee - Owner release	$15.00
Pickup Fee -Owner release (additional animals)	$5.00/each
Pickup Fee - Deceased	$15.00
Pickup Fee - Dead Small Livestock	$75.00
Pickup Fee- Deceased Livestock	$150.00
Transfer to Vet Fee	$15.00
Miscellaneous Fees	
Drop off Fee - Owner release	$10.00
Rabies Specimen Shipping	$75.00
Wild Animal Permit	$25.00
Dangerous Dog Yearly Registration	$50.00
Off Leash Training Permit	$5.00
Microchipping	
Microchips	$8.00
Pet Services	
Flea/Tick Preventative	$15.00
Euthanasia	
Euthanasia	$15.00
Pet Licenses	
Pet License (yearly)	$7.00
Pet License (replacement)	$1.00
Pigeons	
Loft Permit for Pigeons	$3.00
Renewal of Loft Permit	$2.00

Exhibit F

Golf Course

	Fee
Green Fee - Weekday	$21.25
Green Fee - Weekdays after 4:00	$12.25
Green Fee - Weekend	$26.25
Green Fee - Weekend after 4:00	$16.00
Weekend AM - 9 Holes	$15.00
Green Fee - Senior	$16.25
Green Fee - Junior	$9.50
Cart Fee (90%)	$13.75

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
Oil and Gas	
Application for Oil and Gas Permit	$4,000.00
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	
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
Temporary Land Use	
Application Fee	$300.00
For each additional event date	$25.00
Clean-Up Deposit	$500.00

Exhibit G

Planning

		Fee
	Damage Deposit	$500.00
	Outside sale of dogs	$20.00
Site Plan Review		
	Single PD Amendment	$550.00
	Multiple PD Amendment	$650.00
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	
Administrative Fee	$100.00
Tree Removal	$70.00

Exhibit H

Code Enforcement

	Fee
Debris Charge	$110 per ton
Mow Vacant Lot	$0.05 per sq. yd.
Mow Lot with Structure	$0.055 per sq. yd.
Mow Acreage	$70 per acre
Mowing Fee	$0.10 per sq. yd.
Special Project	$165.00
Minimum Lot Charge	$45.00
Tires	Reimbursemt+$2.00/tire
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
Furnace, unit or wall heater ($10 each add'l)	$50.00
Water heater ($10 each add'l)	$50.00
Water softener	$50.00

Exhibit H

Code Enforcement

	Fee
Lawn Sprinkler	$50.00
Water Line Service	$50.00
Sewer Line Service	$50.00
Replumb Bldg	$0.05 Sq. Ft.
Fire Sprinker	$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 (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	$10.80
Irrigation)	$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	$21.79
All Customers Rate per 1,000 after Base Rate	$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	$16.20
Irrigation)	$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	$32.69
Residential Rate per 1,000 after Base Rate	$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	$75.00
Re-read of Water Meter (2nd time)	$25.00
Test of Water Meter (2nd time)	$25.00
Non-sufficient fund check	$30.00
Reconnect-Disconnect fee	$30.00
Application Fee	$20.00
Transfer Fee	$20.00
Tampering/Straight Fee (1st time)	$200.00
Tampering/Straight Fee (2nd time)	$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	$40.00
1" water meter-with existing meter box	$100.00
1" water meter tap (no paving cut or meter installation)	$390.00
1" service charge for tap and meter with meter box	$425.00
2" water meter- with existing meter box	$240.00
2" water meter tap (no paving cut or meter installation)	$564.00
2" service charge for tap and meter with meter box	$710.00
3" water meter	$375.00
4" water meter	$375.00
4" sewer tap	$350.00
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	$18.82			
0.5	$37.64			
0.75	$56.46			
1	$75.28			
Commercial				
0.25	$25.17	$37.76	$50.34	$62.93
0.5	$50.34	$75.51	$100.68	$125.85
0.75	$75.51	$113.27	$151.02	$188.78
1	$100.67	$151.01	$201.34	$251.68
2	$191.27	$286.91	$382.55	$478.18
3	$281.88	$422.81	$563.75	$704.69
4	$372.48	$558.72	$744.96	$931.20
5	$463.08	$694.62	$926.16	$1,157.71
6	$553.69	$830.53	$1,107.37	$1,384.21
7	$644.29	$966.43	$1,288.58	$1,610.72
8	$734.89	$1,102.34	$1,469.78	$1,837.23
9	$825.49	$1,238.24	$1,650.99	$2,063.74
10	$916.10	$1,374.15	$1,832.19	$2,290.24
11	$1006.70	$1,510.05	$2,013.40	$2,516.75
12	$1,097.30	$1,645.95	$2,194.61	$2,743.26
13	$1,187.91	$1,781.86	$2,375.81	$2,969.77
14	$1,278.51	$1,917.76	$2,557.02	$3,796.27
15	$1,369.11	$2,053.67	$2,738.22	$3,422.78
16	$1,459.72	$2,189.57	$2,919.43	$3,649.29
17	$1,550.32	$2,325.48	$3,100.64	$3,875.80
18	$1,640.92	$2,461.38	$3,281.84	$4,102.30
19	$1,731.52	$2,597.29	$3,463.05	$4,328.81
20	$1,822.13	$2,733.19	$3,644.25	$4,555.32
21	$1,912.73	$2,869.10	$3,825.46	$4,781.83
22	$2,003.33	$3,005.00	$4,006.67	$5,008.33
23	$2,093.94	$3,140.90	$4,187.87	$5,234.84
24	$2,184.54	$3,276.81	$4,369.08	$5,461.35
25	$2,275.14	$3,412.71	$4,550.28	$5,687.86
Per Month				
Recycling fee	$0.50			
Litter Abatement Fee	$1.00			

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	$28.23			
0.5	$56.46			
0.75	$84.69			
1	$112.92			
Commercial				
0.25	$37.76	$56.63	$75.51	$94.39
0.5	$75.51	$113.27	$151.02	$188.78
0.75	$113.27	$169.90	$226.53	$283.16
1	$151.04	$226.56	$302.08	$377.60
2	$286.98	$430.46	$573.95	$717.44
3	$422.91	$634.37	$845.82	$1,057.28
4	$558.85	$838.27	$1,117.70	$1,397.12
5	$694.78	$1,042.18	$1,389.57	$1,736.96
6	$830.72	$1,246.08	$1,661.44	$2,076.80
7	$966.66	$1,449.98	$1,933.31	$2,416.64
8	$1,102.59	$1,653.89	$2,205.18	$2,756.48
9	$1,238.53	$1,857.79	$2,477.06	$3,096.32
10	$1,374.46	$2,061.70	$2,748.93	$3,436.16
11	$1,510.40	$2,265.60	$3,020.80	$3,776.00
12	$1,646.34	$2,469.50	$3,292.67	$4,115.84
13	$1,782.27	$2,673.41	$3,564.54	$4,455.68
14	$1,918.21	$2,877.31	$3,836.42	$4,795.52
15	$2,054.14	$3,081.22	$4,108.29	$5,135.36
16	$2,190.08	$3,285.12	$4,380.16	$5,475.20
17	$2,326.02	$3,489.02	$4,652.03	$5,815.04
18	$2,461.95	$3,692.93	$4,923.90	$6,154.88
19	$2,597.89	$3,896.83	$5,195.78	$6,494.72
20	$2,733.82	$4,100.74	$5,467.65	$6,834.56
21	$2,869.76	$4,304.64	$5,739.52	$7,174.40
22	$3,005.70	$4,508.54	$6,011.39	$78,514.24
23	$3,141.63	$4,712.45	$6,283.26	$7,854.08
24	$3,277.57	$4,916.35	$655.14	$8,193.92
25	$3,413.50	$5,120.26	$6,827.01	$8,533.76

Exhibit L

Sanitation Fees

Open Top/Compactor Fees	
One-time set up fee (Delivery fee)	$33.81 + Tax
Daily Rental	$6.76 + Tax
Haul Charge	$169.13 + Tax
Per Ton Disposal Fee (Landfill Charge)	$42.00 per ton

Removal of Garbage by Other Entity	
Garbage Hauler's Permit	$500.00

Landfill- Dumping and Unloading Charges	
Landfill Access Fee-	$25.00
Unlimited Landfill Access Fee-year	$500.00
Minimum Fee under 1 Ton	$21.00
Per ton Disposal Fee	$42.00
Materials not contained	$15.00
Pull off Fee	$75.00
Special Waste/Minor or TDH permit	
Special Waste Fee- Per Ton	$84.00
Minimum Fee under 1 Ton	$42.00

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	$0.70
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	$15.00
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	$12.00
Public Parking – P2 &P4 (Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$9.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$11.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	$2.00
Every additional hour	$1.00
Maximum per 24-hour period	$7.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	$25.00
Buses	$25.00
Courtesy vehicles for off-aiport hotel	$25.00
Courtesy vehicles for off-aiport car rental (plus 10% airport revenue)	$25.00
Courtesy vehicles for off-aiport parking lot (plus 10% airport revenue)	$25.00

Exhibit M

Airport

	Fee
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	
Sporting Events	
Half Stadium Rental	$1,500.00/day
Whole Stadium Rental	$3,000.00/day
Non-Sporting Events	
Non-Profit Deposit	$1,500.00
Non-Profit Rental	$1,500.00/day
Commercial Deposit	$2,500.00
Commercial Rental	$2,500.00/day
Cleaning Fees	
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
Non-Baseball Events	
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	
Diamon 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 STADIU	**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
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
Lighting Fee	$75.00/hour
SSC - Auxiliary Fields	
Non-Tournament Fees	
Deposit	$100.00
Field Rental	$50.00/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
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
Peddler license	$4.00
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	$50.00
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

	Fee
Fees (Non-Refundable)	
Application Fee	$ 1,000
Application Fee of Expired License	$ 1,500

Rates - Licensee can choose between two different options for payment of rates on a ten year lease.

Option 1 - Year One: Double UL rates and Throughput Rate paid by or on the License Commencement Date. Years Two through Ten: Throughput Rate paid annually by or on the anniversary of the License Commencement Date.

Initial License with an active SUA

Current UL Rate per Rod	Double UL Rate Per Rod	Annual Throughput Rate	Pipe Diameter
$ 60	$ 120	$ 40,000	<6"
$ 90	$ 180	$ 80,000	6" to < 12"
$ 140	$ 280	$ 160,000	12" to < 24"
$ 240	$ 480	$ 200,000	24" or greater

Renewal License with an active SUA

Current UL Rate per Rod	Double UL Rate Per Rod	Annual Throughput Rate	Pipe Diameter
$ 35	$ 75	$ 40,000	<6"
$ 60	$ 120	$ 80,000	6" to < 12"
$ 100	$ 200	$ 160,000	12" to < 24"
$ 150	$ 300	$ 200,000	24" or greater

Initial License without an active SUA

Current UL Rate per Rod	Double UL Rate Per Rod	Annual Throughput Rate	Pipe Diameter
$ 85	$ 170	$ 40,000	<6"
$ 130	$ 260	$ 80,000	6" to < 12"
$ 220	$ 440	$ 160,000	12" to < 24"
$ 375	$ 750	$ 200,000	24" or greater

Renewal License without active SUA

Current UL Rate per Rod	Double UL Rate Per Rod	Annual Throughput Rate	Pipe Diameter
$ 45	$ 90	$ 40,000	<6"
$ 85	$ 170	$ 80,000	6" to < 12"
$ 155	$ 310	$ 160,000	12" to < 24"
$ 235	$ 470	$ 200,000	24" or greater

Option 2 - UL rates charged annually, to be paid in two installment payments, the first installment payment to be paid on or by the License Commencement Date equal to five times the UL rate and the second installment payment to be paid on or by the sixth anniversary of the License Commencement Date equal to five times the UL Rate.

Initial License with an active SUA

Current UL Rate per Rod	Pipe Diameter
$ 60	<6"
$ 90	6" to < 12"
$ 140	12" to < 24"
$ 240	24" or greater

Renewal License with active SUA

Current UL Rate per Rod	Pipe Diameter
$ 35	<6"
$ 60	6" to < 12"
$ 100	12" to < 24"
$ 150	24" or greater

Initial License without an active SUA

Current UL Rate per Rod	Pipe Diameter
$ 85	<6"
$ 130	6" to < 12"
$ 220	12" to < 24"
$ 375	24" or greater

Renewal License without an active SUA

Current UL Rate per Rod	Pipe Diameter
$ 45	<6"
$ 85	6" to < 12"
$ 155	12" to < 24"
$ 235	24" or greater

Surface use Rate

Annual Fee	$.12 per sq. ft.

Above Ground Electric Utility Rate per rod

< 30k volts	$ 35.00
30k to < 69k volts	$ 40.00
69k to < 138k volts	$ 135.00
138k to < 300k volts	$ 185.00
300k to < 345k volts	$ 275.00
345k volts or greater	$ 340.00

Notes:

The calculation for an upfront payment of Option 1 (without SUA):

Total Rods * Double UL Rate Per Rod + Annual Throughput Rate

Year two through ten pay Throughput Rate on the anniversary of License.

Example: 30" Pipe diameter for 3,860 rods without SUA initial license:

3,860 * $750 + $200000 = $3,095,000 for the upfront payment then $200,000 for years two through ten.

The calculation of upfront payment for Option 2 (without SUA):

Total rods * rate per rod * 5

On the sixth anniversary license an equal payment is made.

Example: 30" Pipe diameter for 3,860 rods without SUA initial license:

3,860 * $375 * 5 = $7,237,500 upfront

On the sixth year anniversary $7,237,500

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND
October 11, 2022

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Wes Reeves	08/15*	Sept 30 2023	Sept 30 2023
Gena Linebarger	09/20	Sept 30 2023	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2023	Sept 30 2026
Beverly Dillow	10/21	Sept 30 2024	Sept 30 2027
Dave Joyner	10/21	Sept 30 2024	Sept 30 2027
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028

Justine Ruff (Liaison)
Lori Blong (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 SERVICES ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Ty Coleman (daily operations)	09/17	Sept 30 2025	Does not expire??
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028
Robert “Robin” Donnelly (County)	11/13	Sept 30 2025	Sept 30 2025
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030

Ty Coleman (Liasion)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 2 Citizens

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(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

	Appt Date	Term Expires	Eligibility Expires
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 Craigo	10/19
Walter Pate	06/18
Mark Payne	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz (Liaison)	06/18
Bill Scott	09/22
Lori Blong (Council Liaison)	

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)
(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
Clint Williamson	04/21	Sept 30 2023	Sept 30 2025
Ellen K. Ramsey	10/18	Sept 30 2023	Sept 30 2023
Vicky Hailey	09/21	Sept 30 2023	Sept 30 2025
Brandon Ofield	09/20	Sept 30 2024	Sept 30 2024
Ankur Bhakta	09/22	Sept 30 2024	Sept 30 2026
Cole Harrison	09/22	Sept 30 2024	Sept 30 2026
Reggie Lawrence	09/22	Sept 30 2024	Sept 30 2026

Amy Turner (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

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
Robert McNaughton	11/15	Dec 31 2024

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/22	Jan 14 2025	Jan 14 2025
Barry Simpson	01/22	Jan 14 2025	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Brad Bullock	04/21	Jan 14 2024	Jan 14 2027
Lucy Sisniega	02/22	Jan 14 2025	Jan 14 2028

Amy Turner (Liaison)
Lori Blong (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(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)

	Appt Date	Term Expires	Eligibility Expires
Barry Beal Jr.	08/18	Sep 30 2024	Sep 30 2024
David Byrd	08/18	Sep 30 2023	Sep 30 2023
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2025

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	Appt Date	Term Expires	Eligibility Expires
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

(Membership - 5; Terms - 2 Years expiring 3 even & 2 odd.)
Appointments Made by Mayor (LGC 392.031)

	Appt Date	Term Expires
Latoya Mayberry	06/21	Oct 2023
Sylvestor Cantu	09/18*	Oct 2023
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2023
Wes Gotcher	09/20	Oct 2024
Robert Lehrer	09/20	Oct 2024

Isaac Garnett (Staff Liasion)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Iris Foster)	06/18*	Sept 30 2022	Sept 30 2024
Joseph Sanchez	12/19	Sept 30 2023	Sept 30 2025
Daniel Norwood	04/21	Sept 30 2023	Sept 30 2025
Brian Stubbs	06/22	Sept 30 2024	Sept 30 2026
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2026
Dan Corrales	09/22	Sept 30 2024	Sept 30 2026

Charles Harrington (Liaison)

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

	Appt Date	Term Expires	Eligibility Expires
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2023	Sept 30 2023
Rhett Bullock (Petroleum Eng.)	09/21	Sept 30 2024	Sept 30 2026
Cameron Willmann (Real Estate)	10/21	Sept 30 2024	Sept 30 2026
Scott Bowden (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025

Ron Jenkins (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.)

	Appt Date	Term Expires	Eligibility Expires
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Dal Watson	09/20	Sept 30 2023	Sept 30 2026
Ron Stroman	09/20	Sept 30 2023	Sept 30 2026
Shirley Howard	02/16*	Sept 30 2024	Sept 30 2024
Laura 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

Cristina Odenburg-Burns (Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2023
Ryan Peckham (City)	08/20	June 2024

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	Appt. Date
Scott Dufford	01/14
Hugh A. “Andy” Shaffer	09/05
Patrick Payton	01/20

Mark Widman (Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Diane Williams	09/17	Sept 30 2023	Sept 30 2023
Lucy Sisniega	09/20	Sept 30 2023	Sept 30 2026
Stacey Jo Grosse	09/20	Sept 30 2023	Sept 30 2026
Zachary Deck	09/20	Sept 30 2023	Sept 30 2026
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
ALTERNATES:			
Beverly Dillow	09/21	Sept 30 2024	Sept 30 2027
Sallie Vega	09/22	Sept 30 2025	Sept 30 2028

Elizabeth Shaughnessy (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.)

	Appt Date	Term Expires	Eligibility Expires
Derek Whiting	01/18*	Sept 30 2023	Sept 30 2023
E.J. Baldridge	02/18	Sept 30 2023	Sept 30 2023
Robert Gray	01/21	Sept 30 2024	Sept 30 2026
Reed Claybrook	03/19*	Sept 30 2024	Sept 30 2024
VACANCY (James Gerety)	04/21	Sept 30 2024	Sept 30 2026
ALTERNATES: (not applicable to Airport Zoning)			
VACANCY		**Sept 30 2021**	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	
VACANCY		**Sept 30 2020**	

Jeff Pinkstaff (Staff Liaison)

PARKS AND RECREATION COMMISSION
(Advisory; Membership - 9: Terms - 3 Years Expiring 3-3-3)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Connie Ferguson	Sept 30 2022	100%	6	6	No	
Stephanie Martin	Sept 30 2022	83%	5	6	No	
Susannah Prucka	Sept 30 2023	67%	4	6		
Dal Watson	Sept 30 2023	67%	4	6		
Ron Stroman	Sept 30 2023	100%	6	6		
Shirley Howard	Sept 30 2024	50%	3	6		
Laura Smith	Sept 30 2025	100%	6	6	Yes	Re-Appointed Sept 2022
Amber Voithorer	Sept 30 2025					Appointed Sept 2022
Rachel Overman	Sept 30 2025					Appointed Sept 2022

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Sarah Judge		
Jacki MacFarlane		
Jeanne Morales		
Daniel Norwood	ASAC	
Lidia Rodriguez		
Kevon Rogers		
Christina Tumbusch		

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)
September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Derek Whiting	Sept 30 2023	50%	1	2		
E.J. Baldridge	Sept 30 2023	100%	2	2		
Robert Gray	Sept 30 2024	50%	1	2		
VACANT (Gerety)	Sept 30 2024	0%	0	2		
Reed Claybrook	Sept 30 2024	100%	2	2		Re-Appointed Sept 2024
ALTERNATES: (not applicable to Airport Zoning)						
VACANT (Franklin)						
VACANCY						
VACANCY						
VACANCY						
Applicants Name	Additional Boards Applying to	NOTES				

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Advisory; Membership - 12 with 6 appointed by Midland: Terms - 2 Years Staggered; Can serve 3 terms)

September 2021 - August 2022

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Iris Foster	Sept 30 2022	70%	7	10	Yes	Doesn't want to serve again
Joseph Sanchez	Sept 30 2023	50%	5	10		
Daniel Norwood	Sept 30 2023	90%	9	10		
Brian Stubbs	Sept 30 2024	100%	1	1		Appointed June 2022
Dan Corrales	Sept 30 2024					Appointed Sept 2022
Don "Woody" Woodward	Sept 30 2024					Appointed Sept 2022
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Robert Crites						

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:

Date: 10/3/2022

Name: Sarah Judge

Phone: 7134385979 **(Home)**

Address: 2826 fannin

_____ **(Business)**

Midland texas 79705

Email: sjudge@cbtd.com

(City) (State) (Zip)

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 5 **years.**

Occupation: Shareholder at Cotton Bledsoe

Professional and/or Community Activities:

Shareholder at Cotton Bledsoe; Leadership Midland Graduate; Teen Court Board Member, Vice President;

Junior League Midland Sustainer

What is your personal vision for the City?

A young and vibrant city that embraces growth and quality of place!

Please specify any time constraints you may have.

I currently work as a litigation shareholder at Cotton Bledsoe. I also have a 3 year old.

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/Rec

Please tell us why you are interested in serving on this board or commission.

I have a 3 year old park expert. I have come to appreciate so much how much the city has invested in parks and how they have added to my enjoyment and appreciation of Midland.

What contribution would you most like to make?

I would like to continue the current excellence of the parks/rec committee and also work to increase access to these facilities across town. This contributes so much to the lives our children and helps them grow and learn before they even enter the classroom. It also helps parents in a generation of parents who dont have a lot of help. This sort of excellence supports so many things.

Additional pertinent information or references:

References:

Emily Holvea - 432 553 6626

Emily Statton Smith - 979 777 1969

(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



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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 9-1-2022

Name: Robert Crites

Phone: 432-770-2177 **(Home)**

Address: 606 Broadway St

_____ **(Business)**

Midland TX 79701

Email: golfer1958@yahoo.com

(City) (State) (Zip)

I am [X] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [X] **no**

I have lived in Midland 65 **years.**

Occupation: Retired

Professional and/or Community Activities:

Work with BBBS, have worked for Meals on Wheels.

What is your personal vision for the City?

Slow the growth let the city catch up with housing and roads

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:

E Z Rider Board I was invited during the August board meeting

Please tell us why you are interested in serving on this board or commission.

To help make it more efficient.

What contribution would you most like to make?

up Riders Numbers, Bring Down Cost

Additional pertinent information or references:

(2) Name of Board/Commission:

EZ. Rider

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
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/4/2022

Name: Jeanne Morales

Phone: 432-296-1361 **(Home)**

Address: P.O. Box 11043

432-682-8855 **(Business)**

Midland TX 79702

Email: jeannemorales@rocketmail.com

(City) (State) (Zip)

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 24 **years.**

Occupation: Attorney

Professional and/or Community Activities:

Midland County Bar Association

Participate in 5k runs for charity, help Fix West Texas

What is your personal vision for the City?

I just want a nice place to live, that we can be proud of, and feel safe.

Please specify any time constraints you may have.

Work can be 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:

Parks & Recreation

Please tell us why you are interested in serving on this board or commission.

I enjoy being outdoors and have been to many of our parks. In my youth I was a lifeguard. .

I am always happy when I see people playing at the park or walking their dogs

What contribution would you most like to make?

Whatever is needed.

Additional pertinent information or references:

I have two dogs that I take walking

(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

Joanne Morales

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: Sept 30/2022

Name: Jackie MacFarlane

Phone: 832 710 2024 (Home)

Address: 5706 Devlin Pl

(Business)

Midland TX 79707

(City) (State) (Zip)

Email: jackiem.macfarlane@gmail.com

I am ___ I am not ✓ a U.S. Citizen TN VISA Canadian

Please tell us about yourself:

Are you a graduate of Midland 101? ___ yes ✓ no

I have lived in Midland 4 years.

Occupation: Marketing part time, volunt

Professional and/or Community Activities:

On the Board of Directors at FORE Midland, a local nonprofit. Will begin working part time at a local Marketing agency in the near future. I've been volunteering and staying at hom with my kids the last few years.

What is your personal vision for the City?

Make Midland a place where families want to settle down. Increase outdoor activity & possibilities in Midland.

Please specify any time constraints you may have.

N/A I am likely to be available for every Tuesday morning meeting. - for the parks & Recreation Commission 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 2 young children so I'm attentive to the parks in Midland. Outdoor recreation is a passion of mine.

What contribution would you most like to make?

I would like to help make Midland outdoor recreation more prevelant and encourage healthy living.

Additional pertinent information or references:

I care deeply about the power of outdoor play and would like to help encourage the use of parks & increase recreational activities for Midland's youth/families.

(2) Name of Board/Commission: FORE Midland is a nonprofit run by local volunteers with the goal of saving green spaces for public recreation.

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:

Date: 9-23-2022

Name: Daniel NORWOOD

Phone: 432 6825544 (Home)
" 618 5012 (Business)

Address: 1705 MABERRY
MIDLAND, TX. 79705
(City) (State) (Zip)

Email: dannyc dannynorwood.com

I am ☑ I am not ☐ a U.S. Citizen

Well I started in 20 but it ended b/c of covid.

Are you a graduate of Midland 101? ☑ yes ☐ no

Please tell us about yourself:

I have lived in Midland 64 years.

Occupation: Rector

Professional and/or Community Activities:

PAST BOARD Member of AM. HEART ASS., Big Brothers, Center for BATTERED WOMEN'S, AM. CANCER SOCIETY. I AM CURRENTLY ON the MIDLAND-ODESSA URBAN DISTRICT BOARD.

What is your personal vision for the City?

I would like to see the city CONTINUE to grow and Add More ATTRACTIONS to bring future residents here. Also would Love to see MISD ~~Improve~~ IMPROVE

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:

ANIMAL SERVICES

Please tell us why you are interested in serving on this board or commission.

I HAVE ALWAYS OWNED DOGS And would like to see City IMPROVE ON handling HOMELESS dogs & CATS & getting them into HOMES AND NOT EUTHANIZED

What contribution would you most like to make?

Would be nice to, have perhaps a yearly open house for public to bring food, treats, & view the animals.

Additional pertinent information or references:

—

(2) Name of Board/Commission:

Parks & Rec.

What contribution would you most like to make?

Just offer a new perspective from someone who grew up here, raised my children, on how to improve the parks.

Additional pertinent information or references:

—

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Signature of Applicant

Jamie S. Norwood

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

Lidia Rodriguez

2438 Whitmire Blvd Apt 12B
Midland, TX 79705

lrv8020@hotmail.com
817-675-2325 Cell

Objective: To obtain a position in accounting (currently employed as a tax preparer)

Bilingual: English/Spanish

Houston Community College **2017-2021**
Non-Degree Seeking Student
Emphasis: Accounting Courses towards becoming a CPA Exam Candidate
Currently: Completed Coursework- currently preparing for CPA Exam
GPA: 4.0./4.0 scale

University of North Texas **2008-2012**
Non-Degree Seeking Student
Emphasis: Public Management and Non-Profit Management
Currently: Completed Coursework
Honors: Masters/Doctoral Fellowship (switched from degree seeking student to non-degree seeking), completed coursework in the program (3 years), non-ABD
GPA: 3.263/4.0 scale

Angelo State University, San Angelo, TX
M.P.A. Master in Public Administration **2004**
Internship: Taskforce on Race Relations for the City of San Angelo
Note: Course work is listed as Government.
GPA:3.667/ 4.0 scale

Angelo State University, San Angelo, TX
B.A. in Government **2003**
Main Areas of Concentration: American Political Process and American Political Theory
Minor: Business Administration
Honors: Pi Sigma Alpha, National Political Honor Society
GPA:3.423/ 4.0 scale

Skills and Additional Information

Computer Skills:

Typing- 65+wpm (last tested July 1, 2018- no errors 67 wpm)
Microsoft Word- Advanced
Microsoft Power Point- Intermediate
Microsoft Excel- Basic/Intermediate
Microsoft Outlook- Basic/Intermediate
Microsoft Access-Basic
QuickBooks Knowledge

Additional Skills and Office Equipment:

Cash Handling Experience and Confidential Records Maintenance
Customer Service Experience and General Clerical Experience (10 plus years)
Experience using basic office equipment including:
PC, Printer, Fax Machine, Scanner, and Copier
Multi-line telephone and Cash Register

Recent Employment History:

2018-Present	Morris, Holmquest, Tidwell, & Co.	Midland, TX
2011-2018	Kroger Pharmacy	Denton, TX
2008-2010	University of North Texas	Denton, TX
2008-2009	North Central Texas College	Corinth, TX
2007-2009	Kroger Pharmacy	Denton, TX
2005-2007	Western Texas College	Snyder, TX

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/25/2022

Name: LIDIA RODRIGUEZ

Phone: 817-675-2325 **(Home)**

Address: 2438 WHITMIRE BLVD APT 12B

432-687-0243 **(Business)**

MIDLAND TX 79705

Email: LRV8020@HOTMAIL.COM

(City) (State) (Zip)

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 4 **years.**

Occupation: TAX PREPARER

Professional and/or Community Activities:

I currently am working on my CPA, however, in the past I have been a volunteer with Salvation Army, A Future Without Poverty, and United Way. I have also been a volunteer Grant Writer with United Way of Denton County and was able to get $10,000 for their organization. Previous member of ASPA- American Society for Public Administration. I've also been a literacy tutor.

What is your personal vision for the City?

I see a growing city with better access to local activities, as well as a city with better streets, parks, local activities, and schools. I also see the need to renovate areas in need of repair and development. Better access to transportation to local citizens and ensuring that there is collaboration between local departments and resources is important.

Please specify any time constraints you may have.

I am studying for my CPA but as long as I have a set amount of hours each week, I should be okay. I also work 8 a.m.-5 p.m. with lunch between 12:00 p.m. and 1:00 p.m. I also work late and on weekends during tax season.

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 am interested in this board because I saw that they needed assistance with grant opportunities. Since I have past experience, I think I can help build up some system for them to apply for grants to better develop our community.

What contribution would you most like to make?

I hope that I can potentially build a database for grant writing and hopefully even get some grant funds for the community.

I have experience also with special events, fund raising, and needs assessment.

Additional pertinent information or references:

Reference: Jim Morris (Employer) 432-687-0243

(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

Lidia Rodri

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City of Midland

City Secretary's Office

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Midland, TX 79702

Submit Via Email

Print Application

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PLEASE TYPE OR PRINT CLEARLY:

Name: Christina Tumbusch

Address: 2922 Moss Ave

Midland (City) Texas (State) 79705 (Zip)

Date: 10/3/2022

Phone: 432-352-5565 **(Home)**

432-570-5512 **(Business)**

Email: ctumbusch@gmail.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: Commercial Property Manager

Professional and/or Community Activities:

- Licensed Real Estate Agent.
- Animal foster for Permian Basin Animal Advocates (PBAA) and Midland Animal Shelter Adoptables (MASA).
- Fitness instructor at locally owned women's fitness and kickboxing studio.

What is your personal vision for the City?

My vision for the city is for it to be an inviting place for business professionals and families. I was born and raised in Midland, left for college and to pursue professional development, and moved back over five years ago to raise my family and be closer to relatives.

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 Commission

Please tell us why you are interested in serving on this board or commission.

As a mother to an 8 month old, I would like to have inviting green spaces in the community for us to enjoy nature and the outdoors. Our home is right in front of a local park and we use it daily for play and exercise. I have met other community and neighborhood

members at the park and I am invested in making sure all the parks throughout the city are a safe, clean, and welcoming place.

What contribution would you most like to make?

I can contribute expertise in managment and maintenance of the parks, as well as whatever is needed to manage the budget of the parks. I have also lived in various cities in Texas, across the US, and even in Europe and can provide perspective on how parks are set up and managed in other places.

Additional pertinent information or references:

I have a Bachelors degree in Business and International Studies as well as a Masters in Accounting.

(2) Name of Board/Commission:

Animal Services Advisory Commission

What contribution would you most like to make?

Midland has made significant improvements in the animal services department. However, I think we still have an issue with overpopulation of animals in the community. There is also a notable amount of dumping animals in the county. I would like to see a continued increase in the spay and neuter of animals to prevent overpopulation.

Additional pertinent information or references:

References from PBAA and MASA can be provided upon request.

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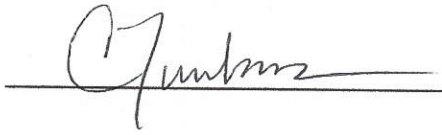
Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Date: 9/22/2022

Name: Kevon Charles Rogers

Phone: 432-553-1450 **(Home)**

Address: 5306 Logan Ct.

432-570-7576 **(Business)**

Midland TX 79703

(City) (State) (Zip)

Email: kevon@rolltexinc.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 26 **years.**

Occupation: Oilfield Sales Representative

Professional and/or Community Activities:

Sales Representative at Rolltex Inc - 7 years, Worship Team at First Baptist Church - 5 years, Big Brothers Big Sisters - 3 years

Volunteer at Beal Park - 3 years, Volunteer at I20 Wildlife Preserve - intermittently

What is your personal vision for the City?

Midland is a rare gem, not just for west Texas but in the wide world. We have a great gathering hub of people all here to work in the energy industry and my vision is to bring people of all cultures together to share in the parks and outdoor spaces we have in Midland. Unique spaces like the Sibley Center and the I20 Wildlife Preserve are my favorite places.

Please specify any time constraints you may have.

I work flexible 8-5 hours M-F, and have a young daughter.

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.

As a Midland native, I am excited by the opportunity to serve the Parks and Rec. commission to share with those living here the beautiful parks that we have with those who live here for work. It is too often said that Midland is boring and lacking activities and I

aim to combat this mentality by improving and sharing our outdoor spaces.

What contribution would you most like to make?

As an outdoor enthusiast & hiker, I would like to bring great attention to our parks as excellent places to spend time & get together. I can contribute to the Parks and Rec. commission as one who spends much time in our parks and have my finger on the pulse for our parks' needs.

Additional pertinent information or references:

Scott Rogers - owner of Rolltex - 432-570-7576

Susan - representative at Big Brothers Big Sisters Midland 432-425-9535

Frank Abila - long-time coworker - 432-352-4140

(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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