CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
November 12, 2024 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

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

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

OPENING ITEMS

1. Invocation – Pastor Pat Bryant, Travis Baptist Church.

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation by Planning & Development Officer Elizabeth Triggs on Code Enforcement Initiatives to address nuisances and enhance community health and safety.

   3b. Presentation by Budget Manager Alyssa Coppens regarding Inflation and the Midland Factor.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF OCTOBER 22, 2024

   4b. SPECIAL SESSION OF NOVEMBER 4, 2024

5. 2024-174 – RESOLUTION ADOPTING AN OFFICIAL FUNDING PLAN FOR THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND **(DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

6. 125-2024 – MOTION CREATING A PROJECT ACCOUNT INTO WHICH REIMBURSEMENTS FROM OUTSIDE ENTITIES FOR PURPOSES RELATED TO

PUBLIC IMPROVEMENTS SHALL BE DEPOSITED; REQUIRING THE FUNDS IN SAID PROJECT ACCOUNT TO BE USED FOR GRANT MATCHING PURPOSES; AND ALLOCATING THE SUM OF $400,000.00 FROM THE 2025 OPERATING BUDGET OF THE GENERAL FUND TO SAID PROJECT ACCOUNT **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2024-175 – RESOLUTION CASTING THE CITY OF MIDLAND'S VOTES FOR DIRECTORS OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

8. 2024-176 – RESOLUTION AWARDING A CONTRACT FOR THE ALLEYWAY MICHIGAN TO ILLINOIS UTILITY IMPROVEMENTS PROJECT TO ENTRENCH INC FOR AN AMOUNT OF $647,977.00; APPROVING $129,595.40 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT 3) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 2024-177 – RESOLUTION APPROVING THE PURCHASE OF A TURF AERATOR 687, A PROPASS 200 WIRELESS TOP DRESSER, A REELMASTER FAIRWAY MOWER, A GREENSMASTER TRIFLEX GREENS MOWER, AND ASSOCIATED ACCESSORIES FROM TURF PRODUCTS, LP, THROUGH BUYBOARD AT A TOTAL COST OF $190,645.20 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2024-178 – RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FOR THE FIRE DEPARTMENT FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $168,046.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 2024-179 – RESOLUTION AUTHORIZING PURCHASE OF A LEDWELL WT4000 WATER TRUCK AND TANK FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $227,419.55 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

12. 2024-180 – RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN CITY OF MIDLAND SERVICE CONTRACT #17002610 RELATING TO CONCESSION MANAGEMENT SERVICES FOR EVENTS HELD AT ASTOUND BROADBAND STADIUM **(DISTRICT 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

13. 2024-181 – RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE CONSTRUCTION OF PHASE 1 OF THE BEAL PARK RENOVATION PROJECT FOR A

TOTAL COST OF $15,410,517.00; APPROVING $1,850,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

14. 126-2024 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 12 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 FOR (I) AN INCREASE IN THE SCOPE THE TERMINAL MODERNIZATION AND CHECKPOINT RELOCATION PROJECT (900276) AND THE APPROPRIATION OF $276,125.00 TO SAID PROJECT, AND (II) AN INCREASE IN THE SCOPE OF THE AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION PROJECT (700351) AND THE APPROPRIATION OF $65,000.00 TO SAID PROJECT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

15. 127-2024 – MOTION APPROVING AN AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STARFIGHTERS SPACE TEXAS, INC. **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

16. 2024-182 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING, LLC (“OPERATOR”) TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,365 FEET AND 2,045 FEET WEST OF NORTH A STREET AND BETWEEN 1,057 FEET AND 1,097 FEET NORTH OF PASSAGE WAY EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

17. 2024-183 – RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, THE SALVATION ARMY OF MIDLAND, THE MIDLAND COUNTY HOSPITAL DISTRICT, SENIOR LIFE MIDLAND, INC., MISSION HEALTH CARE, INC., CHURCH ON WHEELS, INC., WEST TEXAS FOOD BANK, AND MIDLAND HABITAT FOR HUMANITY; AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS; AND APPROPRIATING AND ALLOCATING FUNDS **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

18. 128-2024 – MOTION APPROVING, WITH STAFF’S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF GM INDUSTRIAL ADDITION, BEING A PLAT OF A 25.00-ACRE TRACT OF LAND OUT OF BLOCK 38, T-2-S, JOE NEWCOMER PREEMPTION SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1142 AND EAST COUNTY ROAD 135) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT**

SERVICES) (QUALITY OF LIFE AND PLACE)

19. 2024-184 – RESOLUTION OF THE CITY OF MIDLAND, TEXAS, SUSPENDING THE DECEMBER 21, 2024 EFFECTIVE DATE OF ATMOS ENERGY CORP., WEST TEXAS DIVISION'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND AUTHORIZING INTERVENTION IN ATMOS WEST TEXAS' REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE RAILROAD COMMISSION OF TEXAS; HIRING LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C. ATTORNEYS AND CONSULTANTS TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE CITY'S RATE CASE EXPENSES; 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 DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

SECOND READINGS

20. 10568 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 22.119-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD SEPTEMBER 24, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

21. 10569 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 22.119-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD SEPTEMBER 24, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10573 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 62, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MADISON STREET, APPROXIMATELY 200 FEET NORTH OF CLOVERDALE ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE;

PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 10574 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 120 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

24. 10575 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 20, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TILDEN STREET, APPROXIMATELY 110 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

25. 10576 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET, APPROXIMATELY 171 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 22, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

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

26. 129-2024 – 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: CHAPARRAL 110 MIPA UNIT H110 LS; CHAPARRAL 110 MIPA UNIT H110 NB; CHAPARRAL 110 MIPA UNIT H110 SS; CHAPARRAL 110 MIPA UNIT H110 WB; CHAPARRAL 110 MIPA UNIT H115 WA; AND CHAPARRAL 110 MIPA UNIT H120 NW; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,992 FEET AND 2,027 FEET EAST OF NORTH A STREET EXTENSION

AND BETWEEN 620 FEET AND 670 FEET SOUTH OF W LOOP 250 N. – PUBLIC HEARING ONLY **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

27. 10577 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 34, NORTHGATE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF NORTHBROOK LANE, APPROXIMATELY 720 FEET NORTHWEST OF WEST LOOP 250 NORTH); 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) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

28. 10578 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 8, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST DORMARD AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

29. 10579 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

30. 10580 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX

INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF MIDLAND, TEXAS **(DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

31. 10581 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER FOUR, CITY OF MIDLAND, TEXAS **(DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

MISCELLANEOUS

32. 2024-185 – A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED FIFTY EIGHT MILLION AND NO/100 DOLLARS ($58,000,000.00) AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

33. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (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 551.087, Deliberate Economic Development Negotiations

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

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment of members to the Midland Development Corporation board of directors and the Planning and Zoning Commission.

Respectfully Submitted,

Tommy Gonzalez
City Manager

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

MIDLAND CITY COUNCIL
MINUTES
October 22, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., October 22, 2024.

Council Members present:	Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

The meeting was called to order at 10:02 a.m.

OPENING ITEMS

1. Invocation – Pastor Andrew Adams, Midland Bible Church

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation of Proclamation for “Disability Employment Awareness Month”.

   3b. Presentation of Proclamation for “2024 Uptown Midland BPW Woman of Achievement – Krista Escamilla”.

   3c. Presentation from the Permian Basin Metropolitan Planning Organization on the Forward50 MTP draft.

   This presentation will be postponed to a future Council Meeting.

   4c. Presentation from Director of Engineering Services Gabe McClelland regarding City/County Partnership for the Development of Roadways.

   Engineering Services Director Gabriel McClelland gave a brief presentation on

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City/County partnership for the development of roadways throughout Midland while keeping up with the growth of the City. Mr. McClelland reviewed strategic goal connections, inter-local partnerships, accomplishments, past, current & future projects.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. SPECIAL SESSION OF OCTOBER 8, 2024

   4b. REGULAR SESSION OF OCTOBER 8, 2024

6. 2024-167 – RESOLUTION AUTHORIZING THE PURCHASE OF A TR400 VOYAGER CAMERA SYSTEM FOR THE ENGINEERING SERVICES DEPARTMENT FROM ARIES INDUSTRIES, INC. THROUGH SOURCEWELL FOR A TOTAL COST OF $136,171.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

7. 2024-168 – RESOLUTION APPROVING THE PURCHASE OF SIXTY (60) BUNKER COATS AND SIXTY (60) BUNKER PANTS FROM DOOLEY TACKABERRY, INC., TROUGH BUYBOARD AT A TOTAL COST OF $206,052.84 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 2024-170 – RESOLUTION AWARDING A CONTRACT FOR THE PEGGY-SUE DRAINAGE IMPROVEMENTS TO DUFRANE CONSTRUCTION LLC FOR A COST OF $89,950.00; APPROVING $17,990.00 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT: 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

11. 116-2024 – MOTION AUTHORIZING THE EXECUTION OF A 2025 ROUTINE AIRPORT MAINTENANCE PROGRAM AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION, WHICH PROVIDES FOR THE CITY OF MIDLAND'S RECEIPT OF CERTAIN GRANT FUNDING TO BE UTILIZED ON CERTAIN AIRSIDE AND LANDSIDE IMPROVEMENTS AND GENERAL MAINTENANCE COSTS AT MIDLAND AIRPARK AIRPORT; APPROPRIATING $100,000.00 FROM THE AIRPORT OPERATING FUND (500500) CURRENT YEAR FEDERAL UNAPPROPRIATED FUND BALANCE TO A PROJECT ESTABLISHED BY THE CITY OF MIDLAND FINANCE DEPARTMENT; AND APPROPRIATING $11,111.11 FROM THE AIRPORT OPERATING FUND (500500) UNAPPROPRIATED FUND BALANCE TO A PROJECT ESTABLISHED BY THE CITY OF MIDLAND FINANCE DEPARTMENT **(DISTRICT 1) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

12. 117-2024 – MOTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDLAND HISPANIC CHAMBER OF

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COMMERCE, INC., TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES **(DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

13. 118-2024 – MOTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MOTRAN ALLIANCE, INC. **(DISTRICT: ALL) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

14. 2024-171 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING, LLC ("OPERATOR") TO DRILL TEN OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,630 FEET AND 1,810 FEET EAST OF NORTH A STREET AND 5,040 FEET NORTH OF MOCKINGBIRD LANE); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

15. 2024-172 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING, LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 490 FEET AND 550 FEET EAST OF NORTH A STREET AND 5,005 FEET NORTH OF MOCKINGBIRD LANE); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

17. 119-2024 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF ENTRADA BUSINESS PARK ADDITION, SECTION 4, BEING A PLAT OF A 146.12-ACRE TRACT OF LAND OUT OF THE SOUTHWEST QUARTER OF SECTIONS 17 AND 20, BLOCK 40, T-2-S, T&P RR CO. SURVEY, IN PART, AND A REPLAT OF LOT 2, BLOCK 3, ENTRADA BUSINESS PARK ADDITION, SECTION 3, IN PART, COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH FM 1788 AND WEST INTERSTATE 20) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

18. 120-2024 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF GOLD SANDS ADDITION, BEING A 125.04-ACRE TRACT OF LAND OUT OF THE SOUTHEAST PART OF SECTION 24, BLOCK 40, T-2-S, T&P RR CO. SURVEY, COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH COUNTY ROAD 1232, APPROXIMATELY ONE-HALF MILE NORTH OF WEST COUNTY ROAD 140) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

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19. 121-2024 – MOTION RATIFYING THE PLANNING AND ZONING COMMISSION'S APPROVAL OF AN INSTRUMENT VACATING THE PLAT OF LONGVIEW SUBDIVISION, SECTION 3, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH COUNTY ROAD 1275 AND WEST COUNTY ROAD 50) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

20. 122-2024 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF $150,358.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF 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) (FIRE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

John Norman moved to approve Consent Agenda items 4-21, excluding item(s) 5, 8, 9, 16, 21; seconded by Eric Davidson.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

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

5. 2024-166 – RESOLUTION AWARDING A FOOD AND BEVERAGE CONCESSION CONTRACT TO O'MULLIGAN'S 19TH HOLE FOR CONCESSION MANAGEMENT SERVICES AT HOGAN PARK GOLF COURSE

   Parks and Recreation Director Laurie Williams gave a brief overview of the contract term limits.

   After Council discussion, it was recommended to defer this item.

   Scott Dufford moved to defer Resolution No. 2024-166 to a future meeting; seconded by John Norman.

   The motion passed by the following vote:
   AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
   NAY: None
   ABSTAIN: None
   ABSENT: None

8. 2024-169 – RESOLUTION AWARDING A CONTRACT FOR THE LANDFILL ACCESS ROAD PROJECT TO REECE ALBERT, INC., FOR A COST OF $3,664,036.08; APPROVING $732,807.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS

DRAFT

Solid Waste Director Jeffery Arhlett reported the road is about one mile long and will be done in concrete, which is what makes it more expensive. Mr. Arhlett also explained the bid process.

Assistant City Manager Jose Ortiz provided further explanation for the cost and the work to be done. In the past, one lane could be done for about $1 million. Today, one lane would cost approximately $1.5 million.

Jack Ladd moved to approve Resolution No. 2024-169; seconded by Amy Stretcher Burkes.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

9. 115-2024 – MOTION REJECTING ALL STATEMENTS OF QUALIFICATIONS SUBMITTED IN RESPONSE TO THE ADVERTISEMENT OF A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE MULTIMODAL WILDCATTER TRAIL – CHAMPIONS, TRADEWINDS, AND DEAUVILLE PROJECT

Engineering Services Director Gabriel McClelland gave a brief overview of the item noting RFQ is being rescinded to revise the RFQ language and will not affect the timeline of the trail project.

Jack Ladd moved to approve Motion No. 115-2024; seconded by John Norman.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

16. 2024-173 – RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, THE SALVATION ARMY OF MIDLAND, THE MIDLAND COUNTY HOSPITAL DISTRICT, SENIOR LIFE MIDLAND, INC., MISSION HEALTH CARE, INC.,THRIVING UNITED, INC., CHURCH ON WHEELS, INC., WEST TEXAS FOOD BANK, AND MIDLAND HABITAT FOR HUMANITY; AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS; AND APPROPRIATING AND ALLOCATING FUNDS

ITEM PULLED BY STAFF. MAY BE DEFERRED TO ANOTHER MEETING AT A FUTURE DATE. NO ACTION TAKEN.

21. 123-2024 – MOTION AUTHORIZING THE ACCEPTANCE OF A DONATION OF VARIOUS EQUIPMENT FROM PBEX, LLC, TO THE MIDLAND POLICE DEPARTMENT SWAT

DRAFT

TEAM BREACHING UNIT

Council Member Eric Davidson thanked PBEX, LLC for their donation of equipment.

Interim Police Chief Greg Snow reported on the items being donated and how they will help the department.

Eric Davidson moved to approve Motion No. 123-2024; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

SECOND READINGS

22. 10570 – AN ORDINANCE VACATING AND ABANDONING THE PUBLIC RIGHT-OF-WAY ON A CITY-OWNED 0.497-ACRE TRACT OF LAND LOCATED ADJACENT TO LOT 4, BLOCK 5, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 365 FEET EAST OF THE INTERSECTION OF PLISKA DRIVE AND NORTH SERVICE ROAD); RETAINING A NONEXCLUSIVE UTILITY EASEMENT; PROVIDING THAT THE CITY SHALL RETAIN OWNERSHIP OF THE AFOREMENTIONED TRACT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD OCTOBER 8, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10570.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10570; seconded by John Norman.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

23. 10571 – AN ORDINANCE VACATING AND ABANDONING THE PUBLIC RIGHT-OF-WAY ON A CITY-OWNED 0.611-ACRE TRACT OF LAND LOCATED ADJACENT TO LOT 1A, BLOCK 13, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF LA FORCE BOULEVARD AND SLOAN FIELD BOULEVARD); RETAINING A NONEXCLUSIVE UTILITY EASEMENT; PROVIDING THAT THE CITY SHALL RETAIN OWNERSHIP OF THE AFOREMENTIONED TRACT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD OCTOBER 8, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

DRAFT

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No.10571.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10571; seconded by John Norman.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

24. 10572 – AN ORDINANCE AMENDING TITLE III, "DEPARTMENTS", CHAPTER 1, "WATER DEPARTMENT", SECTION 2, "RATES", SECTION 25, "TERMINATION PROCEDURES", AND SECTION 27, "SEPTAGE WASTE HAULER DISCHARGES AND FEES", OF THE CITY CODE OF MIDLAND, TEXAS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (FIRST READING HELD OCTOBER 8, 2024) **(DISTRICT: ALL) (UTILITIES) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No.10572.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10572; seconded by Eric Davidson.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

PUBLIC HEARINGS

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

25. 10573 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 62, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MADISON STREET, APPROXIMATELY 200 FEET NORTH OF CLOVERDALE 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) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No.10573.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a rezoning request for the future development of a single family residence.

DRAFT

Mayor Blong opened the public hearing at 10:54 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. 10573; seconded by Scott Dufford.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

26. 10574 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 120 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No.10574.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is a rezoning request for a single family residence.

Mayor Blong opened the public hearing at 10:56 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10574; seconded by Eric Davidson.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

27. 10575 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 20, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TILDEN STREET, APPROXIMATELY 110 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT**

DRAFT

SERVICES) (QUALITY OF LIFE AND PLACE)

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No.10575.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting the applicant would like to add an addition onto their home. This zone request would allow for the addition.

Mayor Blong opened the public hearing at 10:58 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10575; seconded by Eric Davidson.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

28. 10576 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET, APPROXIMATELY 171 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Chief Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No.10576.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting it is a rezoning request to allow for a single family residence.

Mayor Blong opened the public hearing at 11:00 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10576; seconded by Eric Davidson.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

MISCELLANEOUS

DRAFT

29. 124-2024 – MOTION GRANTING PRINCE SIGNS, LLC'S APPEAL AND REVERSING THE BUILDING OFFICIAL'S DENIAL OF A SIGN PERMIT FOR LOT 1D, BLOCK 1, PAVILION PARK, SECTION 14, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND PAVILION PARKWAY) **(DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a sign appeal. Property owners are requesting an increase in the signage area. The sign code limits the signage area to 360 cumulative square feet and the appeal is requesting an additional 22 square feet. Staff recommends approval.

Scott Dufford moved to approve Motion No. 124-2024; seconded by Eric Davidson.

The motion passed by the following vote:
AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
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.)

EXECUTIVE SESSION

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:

Mayor Blong recessed the City Council Meeting to go into Executive Session at 11:08 a.m.

a. Section 551.071, Consultation with Attorney

a.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.

All the business at hand having been completed, the meeting adjourned at 12:41 p.m.

PASSED AND APPROVED November 12, 2024.

_____
Lori Blong, Mayor

DRAFT

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

CITY OF MIDLAND, TEXAS
MIDLAND CITY COUNCIL
SPECIAL MINUTES
November 4, 2024

The City Council convened in **Special** Session in the City Hall Council Chamber, Midland, Texas, at 12:00 PM, Monday, November 4, 2024.

Council Members present:	Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr.

The meeting was called to order at 12:01 p.m.

SPECIAL SESSION

1. Call meeting to order.

PRESENTATIONS

2. Receive and discuss a presentation from City Manager Tommy Gonzalez regarding the condition of the Midland Firemen's Relief and Retirement Fund and certain proposed solutions to address the unfunded liability of the Midland Firemen's Relief and Retirement Fund. The Midland City Council will take no action on this item.

   Mayor Blong reported this meeting was called to discuss the pending resolution and receive input prior to voting on this item at the Midland Firemen's Relief and Retirement Fund (MFRRF) Board meeting later today at 2:00p.m.

   City Manager Tommy Gonzalez provided a timeline of events, explained deadlines, and reported that a Council Subcommittee has been put in place. Mr. Gonzalez reviewed the highlights of the MFRRF Funding resolution and a possible 25 or 30 year amortization. Once the MFRRF Board votes, the City will know which direction to go in.

   Mayor Blong reported what the MFRRF Board vote today may or may not solve and the importance of addressing concerns.

   Council engaged in discussion on this item and had several questions for City Manager Tommy Gonzalez and City Attorney John Ohnemiller.

DRAFT

Landy Adkins, 6016 Saint Barnard, voiced concerns about this item.

Jessie Martinez, 4113 N. County Road 1140, voiced concerns about this item.

Justin Graham, 2310 Terrace Avenue, voiced concerns about this item.

EXECUTIVE SESSION

Mayor Blong recessed the Special City Council Meeting into Executive Session at 12:39 p.m.

3. 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 551.071, Consultation with Attorney

   a.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.

All the business at hand having been completed, the meeting adjourned at 1:09 p.m.

PASSED AND APPROVED November 12, 2024.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Christy Weakland, Director

Subject: RESOLUTION ADOPTING AN OFFICIAL FUNDING PLAN FOR THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND (DISTRICT: NONE) (FINANCE) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose:

The Midland Firemen's Relief and Retirement Fund lacks sufficient funding to bring it within a 30 year amortization as set forth by the Pension Review Board of Texas. This resolution sets forth the intention of Council to work with the Fund and the Firefighters to solve the underfunding.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Parks Oil and Gas Fund.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Midland Firemen's Relief and Retirement Fund approved a resolution on November 4, 2024 to show their intention to present to the firefighters a vote to reduce benefits by 5% and to implement an Actuarily Determined Contribution (ADC) arrangement. This is contingent on the City's payment of the delta needed to bring the Fund into a 30 year amortization. The City's contribution to the Fund is contingent on the vote by the firefighters to reduce benefits by 5%

passing. The ADC functions to help ensure that the plan stays stable in years to come.

Attached is the Fund's Resolution passed on November 4, 2024. Also attached is the Council's resolution.

Morris William Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION ADOPTING AN OFFICIAL FUNDING PLAN FOR THE MIDLAND FIREMEN'S RELIEF AND RETIREMENT FUND

WHEREAS, the City of Midland, Texas (the "*City*"), is a home-rule municipal corporation and a governmental entity of the state of Texas; and

WHEREAS, the Midland Firemen's Relief and Retirement Fund (the "*Fund*") is a governmental entity established by the Texas Local Fire Fighters Retirement Act, and codified as Article 6243e, Vernon's Texas Civil Statutes, for the purpose of holding or causing to be held in trust assets appropriated or dedicated to the Fund for the exclusive benefit of its members and retirees and their beneficiaries; and

WHEREAS, all of the City's firefighting personnel are members of the Fund as a condition of employment; and

WHEREAS, based on the Fund's most recent actuarial valuation report performed by Rudd & Wisdom, Inc., as of December 31, 2023, the Fund has a total unfunded liability of One Hundred Twenty Million Nine Hundred Forty-Two Thousand Five Hundred Seventy-Seven and No/100 Dollars ($120,942,577.00), and the City and the Fund desire to reduce such unfunded liability to preserve and protect the Fund for current and future City firefighters and to provide for future retirement benefits; and

WHEREAS, the Fund's Board of Trustees passed a resolution on November 4, 2024 (the "*MFRRF Resolution*"), that calls for the presentation of a ballot initiative for a vote by the Fund's membership on the implementation of sufficient benefit plan changes to effect a five percent (5%) reduction (expressed as a percentage of payroll attributable to the Fund's membership) to bring down the Fund's current amortization from an infinite period to a 30-year period; and

WHEREAS, the MFRRF Resolution also calls for the implementation of an Actuarially Determined Contribution ("*ADC*") rate that shall be used to determine the rates at which the City and the Fund's membership shall contribute to the Fund on a yearly basis; and

WHEREAS, the MFRRF Resolution states that increase or decrease in the

contribution rate due to the ADC shall be shared between the City and the Fund's membership on a 2:1 basis; provided, however, that any cumulative increase or decrease in the Fund's membership contribution rate shall not exceed a total of three hundred (300) basis points following the implementation of the ADC; and

WHEREAS, the City Council is prepared to fund any single yearly increase of more than six hundred (600) basis points in the City's contribution rate attributable to the ADC with cash or debt proceeds; and

WHEREAS, the City Council intends to contribute a single lump sum amount to the Fund that will assist in reducing the Fund's unfunded liability contingent upon the negotiation and execution of a definitive agreement setting forth the terms and conditions upon which the Official Funding Plan (as defined below) will be implemented for the future administration, benefit, and health of the Fund; and

WHEREAS, the City Council finds it to be in the public interest to adopt these recitals as the City's official funding plan for the Midland Firemen's Relief and Retirement Fund (the "*Official Funding Plan*");

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

THAT the above recitals are hereby adopted and approved as the City's Official Funding Plan for the Midland Firemen's Relief and Retirement Fund.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

City Council Meeting

Item Number: 6

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Lindsey Adams,

Subject: **MOTION CREATING A PROJECT ACCOUNT INTO WHICH REIMBURSEMENTS FROM OUTSIDE ENTITIES FOR PURPOSES RELATED TO PUBLIC IMPROVEMENTS SHALL BE DEPOSITED; REQUIRING THE FUNDS IN SAID PROJECT ACCOUNT TO BE USED FOR GRANT MATCHING PURPOSES; AND ALLOCATING THE SUM OF $400,000.00 FROM THE 2025 OPERATING BUDGET OF THE GENERAL FUND TO SAID PROJECT ACCOUNT (DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

The creation of a project for matching grant dollars will allow the City to continue to apply for state and federal grant opportunities and be proactive in securing matching funds to fulfill the financial matching requirement of the application if grants are awarded.

Recommended City Council Action:

Approve

Fiscal Impact:

Having a set project for matching funds will allow the city to apply competitively for state and federal grants, with funding sources for match proving readiness and assisting with fiscal management and transparency and budget planning for the City.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

As the City continues to pursue grants competitively, having this fund will allow us to be fiscally

responsible and be prepared for larger grant opportunities in the future.

The reimbursements will include dollars from agreements such as the agreement with the County reimbursing the city $588,900.00 for the traffic signal at 158 and Sinclair and $2.6million from MDC for Sinclair and other future agreements with reimbursements.

City Manager's Office

City Council Meeting

Item Number: 7

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Christy Weakland, Director

Subject: RESOLUTION CASTING THE CITY OF MIDLAND'S VOTES FOR DIRECTORS OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS (DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

To determine how the City of Midland will cast their allocated votes for the MCAD Board of Directors

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Midland City Council appointed John Scharbauer as their nominee for the Board of Director's for 2024-2025. The City of Midland has been provided 514 out of 5,000 votes, based on the tax levy dollars managed by MCAD. The Council must review the ballot, and determine how to distribute the votes among the five candidates.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION CASTING THE CITY OF MIDLAND'S VOTES FOR DIRECTORS OF THE MIDLAND CENTRAL APPRAISAL DISTRICT FOR JOHN SCHARBAUER; AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO FILE THE APPROPRIATE DOCUMENTS

WHEREAS, pursuant to the Tax Code procedure for the election of the directors for the Midland Central Appraisal District, it has been determined by the Chief Appraiser that the City of Midland is entitled to 514 votes; and

WHEREAS, the City Council of the City of Midland agrees to proceed with the concept of a five member Board of Directors of the Midland Central Appraisal District; and

WHEREAS, the Council finds and determines that it should cast the City's votes for the candidate nominated for the Board of Directors by the City;

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

SECTION ONE. That the City of Midland hereby casts 514 votes for John Scharbauer for the office of Director of the Midland Central Appraisal District.

SECTION TWO. That the City Manager or the City Manager's designee is hereby authorized and directed to indicate this action on the official ballot received from the Chief Appraiser of the Midland Central Appraisal District and to promptly deliver said ballot, together with a certified copy of this resolution, to the Chief Appraiser.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Christy Weakland, Director of Finance

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND CENTRAL APPRAISAL DISTRICT
4631 ANDREWS HWY.
P. O. BOX 908002 MIDLAND, TEXAS 79708-0002
(432) 699-4991 FAX (432) 689-7185

October 29, 2024

Mayor Lori Blong
City of Midland
P O Box 1152
Midland, TX 79702

RE: Election of Board of Directors for Midland Central Appraisal District

Dear Mayor Blong:

Enclosed please find an Official Ballot and a (sample) Resolution for the election of the Board of Director members for the Midland Central Appraisal District.

Each voting unit must cast its vote by written Resolution and submit it to the Chief Appraiser before December 15, 2023. The unit may cast its votes among any number of candidates. A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The five individuals with the most votes will be elected to the Board of Directors.

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

Respectfully,

Lisa Reyna, RPA
Interim Chief Appraiser

cc: Mr. Tommy Gonzalez, City Manager
Ms. Christy Weakland, Director of Finance

OFFICIAL BALLOT

BOARD OF DIRECTOR ELECTIONS FOR 2024-2025
MIDLAND CENTRAL APPRAISAL DISTRICT
MIDLAND COUNTY, TEXAS

The jurisdiction may cast all of its votes for one candidate or distribute the votes among any of the candidates listed below. There is not a provision for write-in candidates. Please write in the number of votes for each candidate and attach this ballot to your written resolution.

Each jurisdiction has the following number of votes

MIDLAND INDEPENDENT SCHOOL DISTRICT	3,140
CITY OF MIDLAND	514
MIDLAND COUNTY	523
GREENWOOD INDEPENDENT SCHOOL DISTRICT	516
MIDLAND COLLEGE	307
TOTAL	5,000

	CANDIDATES	NUMBER OF VOTES
COUNTY	BOUNDS, WESLEY	
MC	CARRASCO, ADRIAN	
MISD	COOKE, KELLY	
MISD	KENNEDY, JOHN	
MISD	KMIEC, ROBERT	
CITY	SCHARBAUER, JOHN	

*NOTE: NAMES ARE LISTED ON THE BALLOT, ALPHA BY SIR NAME, AS REQUIRED BY PTC, Sec 6.03 (j)

RESOLUTION

WHEREAS, according to section 6.03 of the Property Tax Code, taxing units must submit certain information to the Chief Appraiser; and

WHEREAS, The City Council of Midland agrees to proceed with the concept of a five member Board of Directors of the Midland Central Appraisal District; and

NOW THEREFORE BE IT RESOLVED, The City Council of Midland having received its ballot and vote allocation of 514 votes from the Chief Appraiser, distributes its allocation to the following candidates:

Bownds, Wesley	_____ votes
Carrasco, Adrian	_____ votes
Cooke, Kelly	_____ votes
Kennedy, John	_____ votes
Kmiec, Robert	_____ votes
Scharbauer, John	_____ votes

Approved this the _____ day of _____, 2024

_____
, City of Midland

_____
, City of Midland

City Council Meeting

Item Number: 8

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE ALLEYWAY MICHIGAN TO ILLINOIS UTILITY IMPROVEMENTS PROJECT TO ENTRENCH INC FOR AN AMOUNT OF $647,977.00; APPROVING $129,595.40 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT 3) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution awarding the execution of a contract for the Alleyway Michigan to Illinois Utility Improvements Project to Entrench, Inc. of Hobbs, New Mexico for the amount of $647,977.00 approving $129,595.40 for contingencies for a total cost of $777,572.40 and transferring and appropriating funds; and authorizing payment.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available the Utilities Fund unappropriated fund balance and will be appropriated and transferred to a project for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends awarding a contract for the Alleyway Michigan to Illinois Utility Improvements Project for the Utilities Department. Eighty-nine (89) bid requests were issued.

We received two (2) bids. Staff recommends awarding the contract to Entrench, Inc. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a contract for the Alleyway Michigan to Illinois Utility Improvements Project to Entrench, Inc. of Hobbs, New Mexico for the amount of $647,977.00 approving $129,595.40 for contingencies for a total cost of $777,572.40 and transferring and appropriating funds; and authorizing payment.

Morris William Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Joshua C. Ferguson; City of Midland, Assistant City Engineer

SUBJECT: Alleyway Michigan To Illinois Utility Improvements – Engr. Project No. U24-01 ♦ Bid Tabulation ♦ Funding #_____

DATE: October 29th, 2024

Erika,

Engineering staff has reviewed the bid tabulation for the Alleyway Michigan To Illinois Utility Improvements project. Entrench, Inc. of Hobbs, New Mexico, is the apparent successful bidder. Staff recommends awarding the Alleyway Michigan To Illinois Utility Improvements project to Entrench, Inc.

Entrench, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Alleyway Michigan To Illinois Utility Improvements project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$647,977.00** as outlined in the bidding documents. In addition, we would like to request that a 20% contingency in the amount of **$129,595.40** be allowed for value added changes to the project during construction. The total amount made available for the project would be **$777,572.40**.

Joshua C. Ferguson, P.E.
Assistant City Engineer – Engineering Services

Cc: Kirby Jones
Carl Craigo
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE ALLEYWAY MICHIGAN TO ILLINOIS UTILITY IMPROVEMENTS PROJECT TO ENTRENCH INC FOR AN AMOUNT OF $647,977.00; APPROVING $129,595.40 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS

WHEREAS, the City Manager approved plans and specifications and authorized the advertisement for competitive sealed bids for the Alleyway Michigan to Illinois Utility Improvements Project; and

WHEREAS, the bids were opened on October 16, 2024, with the lowest responsible and responsive bid being submitted by Entrench Inc as shown on the tabulation attached hereto as Exhibit A, which is incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Entrench Inc to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Entrench Inc for the Alleyway Michigan to Illinois Utility Improvements Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $129,595.40 for contingencies;

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 Entrench Inc for the Alleyway Michigan to Illinois Utility Improvements Project for a cost of $647,977.00. 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 sum of $129,595.40 for contingencies is hereby approved.

SECTION THREE. That funding shall be available in the Utilities Fund unappropriated fund balance and shall be transferred and appropriated to a project for this

purpose.

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

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

25000018 U24-01 Alley Michigan to Illinois Utlitiy Improvements Bid Opening: October 16, 2024											
					Entrench, Inc			TEC Excavation, Inc.			
				Total Cost	$647,977.00			$792,801.00			
#	Items	Quantity Required	Unit	Pay Note	Unit Price	Percentage	Total Cost	Unit Price	Percentage	Total Cost	
Miscellaneous Items											
#1-1	Mobilization, furnished, installed, complete and in place.	4	MO	M1	$20,000.00	N/A	$80,000.00	$3,000.00	N/A	$12,000.00	
#1-2	24" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	108	LF	M2	$125.00	N/A	$13,500.00	$355.00	N/A	$38,340.00	
#1-3	Erosion/Sediment Control, furnished, installed, complete and in place.	4	MO	M3	$9,500.00	N/A	$38,000.00	$800.00	N/A	$3,200.00	
#1-4	Traffic Control, furnished, installed, complete and in place.	4	MO	M4	$14,500.00	N/A	$58,000.00	$4,000.00	N/A	$16,000.00	
#1-5	Job Site Safety, furnished, installed, complete and in place.	4	MO	M5	$7,500.00	N/A	$30,000.00	$900.00	N/A	$3,600.00	
#1-6	Material Mark-up, complete and in place.	1	N/A	M6	N/A	15%	N/A	N/A	15%	N/A	
#1-7	Labor Mark-up (Regular Work Hours), complete and in place.	1	N/A	M7	N/A	15%	N/A	N/A	15%	N/A	
#1-8	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	1	N/A	M8	N/A	15%	N/A	N/A	15%	N/A	
	Total Miscellaneous Items					$219,500.00			$73,140.00		
Demolition Items											
#2-1	Removal & Disposal of Existing Water Main, complete and in place.	183	LF	D1	$15.00	N/A	$2,745.00	$12.00	N/A	$2,196.00	
#2-2	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	34	CY	D2	$130.00	N/A	$4,420.00	$160.00	N/A	$5,440.00	
#2-3	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	532	SY	D3	$30.00	N/A	$15,960.00	$10.00	N/A	$5,320.00	
#2-4	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place.	24	LF	D4	$50.00	N/A	$1,200.00	$10.00	N/A	$240.00	
#2-5	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place.	3	SY	D5	$75.00	N/A	$225.00	$15.00	N/A	$45.00	
	Total Demolition Items					$24,550.00			$13,241.00		
Water Items											
#3-1	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1,160	LF	W1	$135.00	N/A	$156,600.00	$401.00	N/A	$ 465,160.00	
#3-2	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	7	EA	W2	$6,900.00	N/A	$48,300.00	$4,800.00	N/A	$ 33,600.00	
#3-3	Ductile Iron Fittings, furnished, installed, complete and in place.	1.07	TON	W3	$19,850.47	N/A	$21,240.00	$18,100.00	N/A	$ 19,367.00	
#3-4	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place.	4	EA	W4	$3,975.00	N/A	$15,900.00	$380.00	N/A	$ 1,520.00	
#3-5	2" Water Service Connection, furnished, installed, complete and in place.	4	EA	W5	$2,800.00	N/A	$11,200.00	$2,900.00	N/A	$ 11,600.00	
#3-6	2" Water Service Lateral, furnished, installed, complete and in place.	60	LF	W6	$60.00	N/A	$3,600.00	$11.00	N/A	$ 660.00	
#3-7	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place.	4	EA	W7	$750.00	N/A	$3,000.00	$180.00	N/A	$ 720.00	
#3-8	Open Trenching of Water Main, furnished, installed, complete and in place.	1,220	LF	W8	$20.00	N/A	$24,400.00	$20.00	N/A	$ 24,400.00	
	Total Water Items					$284,240.00			$557,027.00		
Paving Items											
#4-1	6" Concrete Pavement Repair, furnished, installed, complete and in place.	7	SY	P1	$105.00	N/A	$735.00	$230.00	N/A	$1,610.00	
#4-2	Concrete Curb & Gutter Repair, furnished, installed, complete and in place.	24	LF	P2	$50.00	N/A	$1,200.00	$50.00	N/A	$1,200.00	
#4-3	4" Concrete Sidewalk Repair, furnished, installed, complete and in place.	3	SY	P3	$90.00	N/A	$270.00	$220.00	N/A	$660.00	
#4-4	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place.	525	SY	P4	$51.00	N/A	$26,775.00	$100.00	N/A	$52,500.00	
#4-5	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place.	525	SY	P5	$39.00	N/A	$20,475.00	$75.00	N/A	$39,375.00	
#4-6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	105	GAL	P6	$2.00	N/A	$210.00	$9.00	N/A	$945.00	
#4-7	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	53	GAL	P7	$4.00	N/A	$212.00	$9.00	N/A	$477.00	
#4-8	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	537	SY	P8	$130.00	N/A	$69,810.00	$98.00	N/A	$52,626.00	
	Total Paving Items					$119,687.00			$149,393.00		

Bid Summary

89 Bid Requests were issued
2 Bids are listed above
0 NO BIDs were received
87 Bidders did not respond

PROJECT MANUAL

Project Name: Alleyway Michigan To Illinois Utility Improvements

Project Number: U24-01

MAYOR

Lori Blong

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Amy Stretcher Burkes
At-Large	Robin Poole	At Large	Eric Davidson

UTILITIES DIRECTOR

Carl Craigo, P.E.

Prepared by City of Midland, Texas
Engineering Services Division

September 2024

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A Message for Our Vendors

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

Vision Statement

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

Mission Statement

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

Guiding Principles: I-FORCE

Integrity
Financial Stewardship
Outstanding Service
Respect
Collaboration
Excellence

City Council Key Focus Areas

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

Core Values

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

Strategic Goals

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

2. Set the Standard for a safe and secure City

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

3. Quality of Life and Place

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

4. Transparent and Consistent Communication

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

5. Provide Sound Governance and Fiscal Management

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

6. Strengthen and Sustain Our Infrastructure

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

BID NOTICE

ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:

USPS Mailing Address:		***Physical Address for mail carriers other than USPS:***
City of Midland, Texas		**City of Midland, Texas**
Attn: City Secretary's Office	**OR**	**Attn: City Secretary's Office**
P O Box 1152		**300 North Loraine St, Suite 330**
Midland, TX 79702		**Midland, TX 79701**

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 3:00 p.m. on the 9th day of October, 2024, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than October 9, 2024 at 3:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

ATTENTION: The public bid opening will be in the City Council Meeting Chambers.

The Proposed Work provides for the furnishing of materials and labor for Alleyway Michigan To Illinois Utility Improvements together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 2:00 p.m. on Wednesday, October 2nd, 2024 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

kjones@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, October 4, 2024. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

"FAX" or telephone bids or modifications will not be accepted.

Bid Envelopes shall be plainly marked "Proposal for City of Midland".

ATTENTION: Information for bidders, proposal forms, specifications, and plans may be obtained by emailing purchasing@midlandtexas.gov.

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES

BY SUBMITTING A BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, 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. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER 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, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

THE BIDDER AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

WAIVER

BIDDER'S WAIVER:

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

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

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

City of Midland

Marcia Bentley-German
City Secretary

Form Revised September 2024

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings dated August 29, 2024 and numbered from C100 (1) through C302 (13) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, 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, and 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.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer 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. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance 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 Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised September 2024

NOTICE TO BIDDERS

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

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

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

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

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

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

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: Entrench, Inc

Local Address (must be within the City limits): 3405 S. CR216, MIDLAND, TX 79708/P.O. BOX 7605, MIDLAND, TX 79706

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? 4
3. Year your business was established in the City of Midland: 2010
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

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

   ☒ Yes ☐ No

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

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

Authorized Signature: _____ Date: 10/4/2024

Printed Name and Title: Alberto Caballero, President

PROPOSAL

Project Name: Alleyway Michigan To Illinois Utility Improvements
Project Number: U24-01

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications, and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

(See Bid Items sheets for Proposal's item breakdowns, descriptions, quantities, units, unit prices, total amounts, and Pay Notes references.)

For the sum of Six hundred forty seven thousand nine hundred seventy seven dollars and zero cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidders agree to substantially complete all work within 120 calendar days after reciept of notice to proceed.

PUBLIC INFORMATION

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

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for 5% of bid price dollars and _____ cents total. ($_____) which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Entrench, Inc

Name of Contractor

Alberto Caballero, President

Submitted By | Print Name and Title

1728 W. Bender Blvd.

Mailing Address

Hobbs	NM	88240
City	State	Zip

BID ITEMS

(See Proposal sheet for additional information.)

Project Name: Alleyway Michigan To Illinois Utility Improvements
Project Number: U24-01

Miscellaneous Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Mobilization, furnished, installed, complete and in place.	4	MO	M1	$20,000.00	$ 80,000.00
2)	24" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	108	LF	M2	$125.00	$ 13,500.00
3)	Erosion/Sediment Control, furnished, installed, complete and in place.	4	MO	M3	$9,500.00	$ 38,000.00
4)	Traffic Control, furnished, installed, complete and in place.	4	MO	M4	$14,500.00	$ 58,000.00
5)	Job Site Safety, furnished, installed, complete and in place.	4	MO	M5	$7,500.00	$ 30,000.00
6)	Material Mark-up, complete and in place.	N/A	N/A	M6	% 15	$ N/A
7)	Labor Mark-up (Regular Work Hours), complete and in place.	N/A	N/A	M7	% 15	$ N/A
8)	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	N/A	N/A	M8	% 15	$ N/A
Total Miscellaneous Items 1 - 8		$ 219,500.00				

Demolition Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	Removal & Disposal of Existing Water Main, complete and in place.	183	LF	D1	$ 15.00	$ 2,745.00
2)	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	34	CY	D2	$ 130.00	$ 4,420.00
3)	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	532	SY	D3	$ 30.00	$ 15,960.00
4)	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place.	24	LF	D4	$ 50.00	$ 1,200.00
5)	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place.	3	SY	D5	$ 75.00	$ 225.00
Total Demolition Items 1 - 5		$ 24,550.00				

Water Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1160	LF	W1	$ 135.00	$156,600.00
2)	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	7	EA	W2	$ 6,900.00	$ 48,300.00
3)	Ductile Iron Fittings, furnished, installed, complete and in place.	1.07	TON	W3	$19,850.47	$21,240.00
4)	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place.	4	EA	W4	$ 3,975.00	$15,900.00
5)	2" Water Service Connection, furnished, installed, complete and in place.	4	EA	W5	$ 2,800.00	$ 11,200.00
6)	2" Water Service Lateral, furnished, installed, complete and in place.	60	LF	W6	$ 60.00	$ 3,600.00
7)	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place.	4	EA	W7	$ 750.00	$3,000.00
8)	Open Trenching of Water Main, furnished, installed, complete and in place.	1220	LF	W8	$ 20.00	$24,400.00
Total Water Items 1 - 8		$ 284,240.00				

Paving Items						
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Total Amount
1)	6" Concrete Pavement Repair, furnished, installed, complete and in place.	7	SY	P1	$ 105.00	$ 735.00
2)	Concrete Curb & Gutter Repair, furnished, installed, complete and in place.	24	LF	P2	$ 50.00	$ 1,200.00
3)	4" Concrete Sidewalk Repair, furnished, installed, complete and in place.	3	SY	P3	$ 90.00	$ 270.00
4)	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place.	525	SY	P4	$ 51.00	$ 26,775.00
5)	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place.	525	SY	P5	$ 39.00	$ 20,475.00
6)	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	105	GAL	P6	$ 2.00	$ 210.00
7)	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	53	GAL	P7	$ 4.00	$ 212.00
8)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	537	SY	P8	$ 130.00	$ 69,810.00
Total Paving Items 1 - 8		$ 119,687.00				

Price For:		
1. Miscellaneous Items	$	219,500.00
2. Demolition Items	$	24,550.00
3. Water Items	$	284,240.00
4. Paving Items	$	119,687.00
Total Price	$	647,977.00

PAY NOTES

U24-01

Alleyway Michigan To Illinois Utility Improvements

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	24" Steel Pipe Casing (1/4" Wall Thickness)	M2
3	Erosion/Sediment Control	M3
4	Traffic Control	M4
5	Job Site Safety	M5
6	Material Mark-up	M6
7	Labor Mark-up (Regular Work Hours)	M7
8	Equipment Rental Mark-up (Non-Standard Equipment Only)	M8
Demolition Items		
1	Removal & Disposal of Existing Water Main	D1
2	Flowable Fill for Existing Pipes Abandoned In Place	D2
3	Removal & Disposal of Existing Unclassified Pavement	D3
4	Removal & Disposal of Existing Concrete Curb & Gutter	D4
5	Removal & Disposal of Existing Concrete Sidewalk & Ramps	D5
Water Items		
1	12" AWWA C-900 DR18, PVC, Water Main	W1
2	12" Gate Valve & Box (MJxMJ/FL)	W2
3	Ductile Iron Fittings	W3
4	12"x2" Tapping Saddle	W4
5	2" Water Service Connection	W5
6	2" Water Service Lateral	W6
7	Water Meter Installation (New Service Lateral)	W7
8	Open Trenching of Water Main	W8
Paving Items		
1	6" Concrete Pavement Repair	P1
2	Concrete Curb & Gutter Repair	P2
3	4" Concrete Sidewalk Repair	P3
4	3" Type C HMAC Asphalt Pavement Repair (PG64-22)	P4
5	2" Type D HMAC Asphalt Pavement Repair (PG70-22)	P5
6	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P6
7	Tack Coat (MC-30, 0.10 Gal / SY)	P7
8	Flowable Fill / 2-Sack Backfill	P8

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M6 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M8 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or caping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.

D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.

D5 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Sidewalk & Ramps per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard.

W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.

W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolds, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.

W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

W7 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of MIdland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.

W8 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Curb & Gutter Repair per the construction drawings and City of Midland standards and specifications including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per linear foot of material placed measured along the back-of-curb.

P3 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "C" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 64-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Type "D" HMAC Asphalt Pavement Repair (110 LBS / SY at 1" thick, PG 70-22) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

P6 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P7 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P8 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard of material placed measured along the ground surface.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT Entrench, Inc., 1728 W. Bender Blvd, Hobbs, New Mexico 88240 (Hereinafter called the Principal), as Principal, and Continental Casualty Company, 151 N. Franklin Street, Chicago, IL 60606 (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 Five Percent (5%) of Amount Bid Dollars ($ 5%) 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 submitted a Bid or Proposal to enter into a certain written contract for the construction of Alleyway Michigan To Illinois Utility Improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 9th day of October, 2024.

Entrench, Inc.
Principal

By _____

Address 1728 W. Bender Blvd.

Hobbs, New Mexico 88240

Continental Casualty Company
Surety

By _____
Stacey Boswell, Attorney-In-Fact

Address 151 N. Franklin Street

Chicago, IL 60606

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised September 2024

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William W Burke, Shawn E Gustafson, Stacey Boswell, William W Burke Jr, Individually

of Las Cruces, NM, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 26th day of December, 2023.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of December, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9th day of October, 2024.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 13th day of November, 20 24, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Entrench, Inc. of the City Hobbs, County of Lea, State of New Mexico, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Alleyway Michigan To Illinois Utility Improvements together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 120 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $647,977 Dollars and 00 Cents.

INSURANCE

Contractor 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 an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. The insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, 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. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR 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 AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

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. 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. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas.

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

VERIFICATION

To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (collectively, the "Anti-Boycott Statutes") apply to this Contract, Contractor hereby verifies:

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor 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 Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor 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 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.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of _____Entrench, Inc._____, 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 an 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 _____ day of _____, 20_____

_____
Notary Public

Form Revised October 2024

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 ___Alleyway Michigan To Illinois Utility Improvements_____ , 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

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 Alleyway Michigan To Illinois Utility Improvements, 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 September 2024

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Alleyway Michigan To Illinois Utility Improvements

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised September 2024

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, 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 Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. 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.

The City may make periodic payments to Contractor; 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 Contractor 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.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a)Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b)For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details 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 and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor 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 an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor 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 the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, 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 THE CONTRACTOR, 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 CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'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 THE OWNER, THE OWNER'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 THE CONTRACTOR OR THE CONTRACTOR'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 CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER 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, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER 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 THE CONTRACTOR 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 THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor 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 respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. 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. Contractor 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. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor 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." Contractor 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 Contractor 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.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor'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 calendar day that Contractor 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 Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor 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.

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 Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor 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 the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, 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.

Provided, further, that Contractor shall, within ten (10) calendar 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 Contractor within a reasonable time of its decision in the matter.

CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'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.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR 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. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner’s representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, 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. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR 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, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. 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. 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. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law 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 contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The 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.

61. 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, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor'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, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor'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. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor 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 the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. 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 laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

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.

Updated September 2024

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

N/A

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

PACKET 8.73 November 12, 2024

Signature of vendor doing business with the governmental entity

10/4/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this **Alleyway Michigan To Illinois Utility Improvements** project will be the removal, replacement, relocation, placement, and installation or existing and proposed paving and water infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, pipe removal, pipe placement, embankment, embedment, backfill, compaction, form work, pavement repair, pavement placement, sidewalk repair, sidewalk placement, structural repair, structural removal, structural placement, concrete joint sealing, erosion control, traffic control, stabilization, utility cover adjustments, as well as coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 2

Water Bid Items: 1 – 7

Retainage will apply the same to all bid items and invoices regardless of whether an invoice is for bid items paid upon material delivery or not.

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not property stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contactor at no additional cost to the City of Midland.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.

6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

Steel plates or equivalent means must be used as needed to enable vehicle access across a trench that would otherwise prevent access to a private property unless construction work is actively taking place at this location. These temporary measures are to be kept in place any time construction activity is not actively taking place, or until the trench pavement repair is complete.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty-foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.

- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.

- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

Storm Drain Pipes & Structures – Perform as-built survey and closed circuit televising (CCTV) for all storm drain pipes and structures.

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50') intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.

- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.

- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

Contractor is to comply with all accepted industry standards for means, methods, and details of work to be performed, as well as with any specific requirements of the City of Midland.

Contractor is to comply with any specific order of construction as directed by the City of Midland, but is otherwise free to conduct the work in the order which the Contractor sees fit.

Contractor agrees to comply with any specific direction or requirement of the City of Midland for the construction of this project, but is otherwise free to perform the work in its own way.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is _120_ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project immediately.

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE.....1
1. GENERAL 2
2. CONSTRUCTION METHODS.....2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS....1

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CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class “C” concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class “A” as specified in “Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges” item number 421. Concrete for riprap shall be class “B”.

Reinforcing steel shall conform to the requirements of item number 440 or “Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges” and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 “Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges”.

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

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BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. VALVES AND VALVE BOXES

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. SHORING & SHEETING

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

I5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

I5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

I5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

I5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

I5.I0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.II Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by “Contech Construction Products, Inc.”, “Texas Corrugators”, “Caldwell Culvert Company” or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2”, 4” or 6”.

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved “O” ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6”) above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2’	4’	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6”	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2’	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33” diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6”) inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6” of the top of curb height. The top 6” of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8” to 10” into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10” of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10” Hg when test is started. The contractor may wish to draw up to 10.5” Hg vacuum and then bleed back to 10” Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10” Hg to 9” Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48”	60”	72”
8’	0:20	0:26	0:33
10’	0:25	0:33	0:41
12’	0:30	0:39	0:49
14’	0:35	0:46	0:57
16’	0:40	0:52	1:05
18’	0:45	0:59	1:13
20’	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of “Trench Safety Systems”: Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6’ deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2’ of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

ADDENDUM #01

Project Number U24-01

TO ALL BIDDERS ON THE SUBJECT BID: Alleyway Michigan To Illinois Utility Improvements

ADDENDUM #01

DATE: October 4, 2024

1. Q/A and Clarification
2. Non-Mandatory Pre-Bid Meeting Agenda
3. Non-Mandatory Pre-Bid Meeting Attendance

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

All other terms and conditions shall remain the same.

Entrench Inc
Company Name

Bidder Authorized Signature

10/8/24
Date

Alberto Caballero
Please Print Above Name

575-492-1914
Phone

www.MidlandTexas.gov

Engineering ▪ 300 N. Loraine, Midland TX 79701 ▪ 432-685-7286

Alleyway Michigan To Illinois Utility Improvements
Project Number U24-01

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: The Bid Opening is being moved back to Wednesday, October 16, 2024 at 2:00 P.M.

Clarification: A second addendum for this project will be issued Wednesday, October 9, 2024. This addendum will include official responses to all questions asked prior to the Noon deadline on October 4, 2024. Questions asked after the Noon deadline on October 4, 2024 will be directed to the information provided in the original bid documents or included in the addendums.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Alleyway Michigan To Illinois Utility Improvements
Non-Mandatory Pre-Bid Meeting Agenda
Project No. U24-01
October 2, 2024

Discussion Items

1. Sign-In Sheet

2. Personnel Overview
   - Carl Craigo – Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Josh Ferguson – Assistant City Engineer
   - Gabe McClelland – Director Engineering Services
   - Bobby Wojciechowski – Assistant Director Engineering Services
   - Katherine Lopez – Graduate Engineer
   - Taha Sakrani – City Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Andy Navarro – Franchise Utility Coordinator
   - Kirby Jones – Project Manager
   - Natalie Burgard – Operations Manager, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This project will include the removal, replacement, placement, relocation, and installation of existing and proposed paving and water infrastructure and appurtenances.
   - In general, this project involves replacing an existing water main in a paved alley.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     kjones@midlandtexas.gov

   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, October 4, 2024 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: Bidders are to submit bids either digitally, by mail, or in person.

     If bidders choose to submit bids digitally, then they must do so through the City of Midland's Bonfire software submittal process.

     If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

USPS Mailing Address:
City of Midland, Texas
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St., Suite 330
Midland, TX 79701

If bid packets are delivered in person, then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Wednesday, October 9, 2024, at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank, then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal, then the bid will be considered non-responsive.
  - Bidders must provide proof that they possess active licenses equal to or a higher class than a Water Operator D license and either a Wastewater D license or a Class 1 Collections license.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals are to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment will be made for material installed, not for material delivery, for all Proposal Bid Items except those specifically listed in the Bid Packet's Special Provisions section, sub-section 4. Payment.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically work times are Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
   - Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Bidders must provide documentation as part of the bid packet submittal proving that they possess both an active license equal to or a higher class than a Water Operator D license and an active license equal to or a higher class than either a Wastewater D license or Class 1 Collections license, and the Contractor must maintain both of these

active licenses for the entirety of the project. Bids without this proof of active licensure will be deemed non-responsive and will not be accepted.
- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for all Erosion Control for this project.
  - The winning contractor must submit all TCEQ documentation etc., large or small site notice for linear projects. Please read all requirements in the Construction General Permit regarding linear projects and proper documentation. This is to be submitted to the City of Midland at least 2 days before ground is disturbed for small sites or 7 days before ground is disturbed for large sites.
  - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sandbag BMPs or similar temporary erosion protection emplacements at all times.
  - Contractor is required to remove all temporary BMPs placed at the end of the project. This is considered subsidiary to the overall project.
- Contractor is responsible for all Traffic Control for this project.
  - Contractor is responsible for coordinating with the City.
  - Contractor is responsible for maintaining access to all adjacent properties during this project.
    - Contractor is responsible for notifying affected property owners at least two (2) business days in advance of any planned access interruptions.
    - Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring at an otherwise blocked point of access so long as this does not conflict with the approved traffic control plan.
  - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
- Contractor is responsible for maintaining service to adjacent lots during this project.
  - Contractor mist notify affected properties at least two (2) business days prior to any planned service interruption.
- Material stored on the project site must be properly stored and protected from damage and weathering.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
   - Contractor is remined that this project is located in an urban environment. Structures, trees, and overhead lines are common, and contractor is to provide proper equipment to complete all work required for this project in an urban environment.
   - Contractor is to contact Energy Squared prior to starting construction activity to coordinate vehicle access to and from their parking garage. Contractor is expected to coordinate with Energy Squared on this issue throughout the course of the project.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Kirby Jones with the City of Midland.

Engineering Services

Kirby Jones
Phone: (432) 685-7289
Email: kjones@midlandtexas.gov

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlandtexas.gov

Non-Mandatory Pre-Bid Meeting Attendance
U24-01
Alleyway Michigan To Illinois Utility Improvements
Date: 10-02-2024 - 2:00 PM

PACKET ☑	Name (Please Print)	Company Name (Please Print)	Phone Number	Fax Number	Email
✓	Josh Ferguson	City of Midland	(432)685-7290		jferguson@midlandtexas.gov
	Kylee McClendon	BES	432.694.0660		Kylee@bolos.net
	Katherine Lopez	City of Midland			klopez@midlandtexas.gov
	Carl Craig	Com			ccraig@midlandtexas.gov
	JESSE TREJO	Com	432-685-7405		JTREJO@MIDLANDTEXAS.GOV
	Carolina Jimenez	Com	685-7418		cjimenez@midlandtexas.gov

8.217

November 12, 2024

ADDENDUM #02
Project Number U24-01

TO ALL BIDDERS ON THE SUBJECT BID: Alleyway Michigan To Illinois Utility Improvements

ADDENDUM #02

DATE: October 9, 2024

1. Q/A and Clarification
2. Revised Bid Items

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

All other terms and conditions shall remain the same.

Entrench Inc
Company Name

Bidder Authorized Signature

10/9/24
Date

Alberto Caballero
Please Print Above Name

575-492-1914
Phone

Alleyway Michigan To Illinois Utility Improvements
Project Number U24-01

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All information provided in Addendum 01 for this project remains in effect unless specifically addressed in this Addendum 02.

Clarification: Per Addendum 01, the Bid Opening date and time for this project are still Wednesday, October 16, 2024 at 2:00 P.M.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The Bid Items section of the Project Manual has been revised to address the issue of how to enter percent amounts for the three Miscellaneous Items called "Material Mark-up", "Labor Mark-up", and "Equipment Rental Mark-up". This is elaborated on in the answer provided to the first question listed below in this Addendum 02 after the clarifications.

Bidders who are submitting a hard-copy submittal rather than a digital submittal through the City's Bonfire software are to remove all previous versions of the Bid Items from the project manual, and replace them with the revised Bid Items version attached to this Addendum 02.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor must include documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license, and also equivalent to or a higher class than either a Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted immediately and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the project

immediately. If the Contractor is allowed to renew the required licenses then the City of Midland will have sole discretion on whether or not to grant a stay of contract time while the required licenses are renewed or to hold the Contractor to the original contract time. There will be no additional payments for traffic controls, erosion controls, site safety measures, material storage, equipment storage, mobilization or remobilization, or similar items during any pause in construction if it is a result of the Contractor's failure to maintain the required licenses for this project.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Contractor is to contact Energy Squared prior to starting construction activity to coordinate vehicle access to and from their parking garage. Contractor is expected to coordinate with Energy Squares on this issue throughout the course of the project.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Contractor is to return all existing water meters removed during this project to the City of Midland Utilities. Water meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: Contractor should keep in mind that the existing water main being replaced by this project is in very poor condition.

Clarification: Contractor are to keep in mind that this project is located in a fully developed area of downtown Midland, and that there are a significant number of existing underground utilities and private infrastructure under the existing alley pavement.

Clarification: Contractor is directed to avoid damaging the concrete pad that the existing trash compactor in the alley rests on. If this does not seem to be possible, then the Contractor is to notify and coordinate with City Staff prior to damaging or removing the existing trash compactor's concrete pad.

Question: On the Misc. Items, the 3 last ones have a % amount that is entered. How can I put that in there without it adding money to the bid? I want to make sure they match.

Answer: This question is referring to the Miscellaneous bid items in the Bid Items section of the Project Manual that are identified as the "Job Site Safety", "Labor Mark-up", and "Equipment Rental Mark-up" line items.

There are two answers to this question depending on whether a digital project bid submittal is being made through the City's Bonfire process, or whether a hard-copy project bid submittal is being made by mail or in person.

Digital Submittal – A column was added to the digital Bid Items section in Bonfire titled "Percentage". Bidders are to enter a value of zero (0) into this column for all line items in the Bid Items section except for the three Miscellaneous Items called "Material Mark-up", "Labor Mark-up", and "Equipment Rental Mark-up". For those three bid items only, a percentage (%) amount should be entered in this column instead, and a value of $0.00 should be entered under the Unit Price column for those same three line items. All other line items in the Bid Items section will have Unit Price column filled out by the Bidder as per normal.

Hard-Copy Submittal – A revised PDF version of the Bid Items section has been created to mirror the changes made to the digital Bid Items section. Zero values have already been added to the appropriate locations in the revised PDF version to match what is described above as needing to be added by the Bidder for the digital version.

Question: On the Water Items page, #3-2 – it has 77 in the quantity for 12" Gate Valves & it should only be 7 – 12" Gate Valves. The printed one is correct but the one you download and fill out is not correct.

Answer: The download version of the bid items has been corrected in Bonfire to show the quantity of 7 – 12" Gate Valves.

Question: Can we get a space on Bonfire to require the Addendum? This was missing in a previous project bid process.

Answer: The City's Bonfire process for this project bid now includes a requirement to verify the inclusion of the Addendum acknowledgements.

BID ITEMS

(See Proposal sheet for additional information.)

Project Name: Alleyway Michigan To Illinois Utility Improvements
Project Number: U24-01

Miscellaneous Items							
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Percentage	Total Amount
1)	Mobilization, furnished, installed, complete and in place.	4	MO	M1	$_____	0	$_____
2)	24" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place.	108	LF	M2	$_____	0	$_____
3)	Erosion/Sediment Control, furnished, installed, complete and in place.	4	MO	M3	$_____	0	$_____
4)	Traffic Control, furnished, installed, complete and in place.	4	MO	M4	$_____	0	$_____
5)	Job Site Safety, furnished, installed, complete and in place.	4	MO	M5	$_____	0	$_____
6)	Material Mark-up, complete and in place.	N/A	N/A	M6	$ 0.00	%_____	$ 0.00
7)	Labor Mark-up (Regular Work Hours), complete and in place.	N/A	N/A	M7	$ 0.00	%_____	$ 0.00
8)	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place.	N/A	N/A	M8	$ 0.00	%_____	$ 0.00
Total Miscellaneous Items 1 - 8		$_____					

Demolition Items							
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Percentage	Total Amount
1)	Removal & Disposal of Existing Water Main, complete and in place.	183	LF	D1	$_____	0	$_____
2)	Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place.	34	CY	D2	$_____	0	$_____
3)	Removal & Dispose of Existing Unclassified Pavement, complete and in place.	532	SY	D3	$_____	0	$_____
4)	Removal & Dispose of Existing Concrete Curb & Gutter, complete and in place.	24	LF	D4	$_____	0	$_____
5)	Removal & Disposal of Existing Concrete Sidewalk & Ramps, complete and in place.	3	SY	D5	$_____	0	$_____
Total Demolition Items 1 - 5		$_____					

Water Items							
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Percentage	Total Amount
1)	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place.	1160	LF	W1	$_____	0	$_____
2)	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place.	7	EA	W2	$_____	0	$_____
3)	Ductile Iron Fittings, furnished, installed, complete and in place.	1.07	TON	W3	$_____	0	$_____
4)	12"x2" Tapping Saddle for water service connection, furnished, installed, complete and in place.	4	EA	W4	$_____	0	$_____
5)	2" Water Service Connection, furnished, installed, complete and in place.	4	EA	W5	$_____	0	$_____
6)	2" Water Service Lateral, furnished, installed, complete and in place.	60	LF	W6	$_____	0	$_____
7)	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place.	4	EA	W7	$_____	0	$_____
8)	Open Trenching of Water Main, furnished, installed, complete and in place.	1220	LF	W8	$_____	0	$_____
Total Water Items 1 - 8		$_____					

Paving Items							
Item No.	Description	Quantity	Unit	Pay Note	Unit Price	Percentage	Total Amount
1)	6" Concrete Pavement Repair, furnished, installed, complete and in place.	7	SY	P1	$_____	0	$_____
2)	Concrete Curb & Gutter Repair, furnished, installed, complete and in place.	24	LF	P2	$_____	0	$_____
3)	4" Concrete Sidewalk Repair, furnished, installed, complete and in place.	3	SY	P3	$_____	0	$_____
4)	3" Type C HMAC Asphalt Pavement Repair (PG64-22), furnished, installed, complete and in place.	525	SY	P4	$_____	0	$_____
5)	2" Type D HMAC Asphalt Pavement Repair (PG70-22), furnished, installed, complete and in place.	525	SY	P5	$_____	0	$_____
6)	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place.	105	GAL	P6	$_____	0	$_____
7)	Tack Coat (MC-30, 0.10 Gal / SY), furnished, installed, complete and in place.	53	GAL	P7	$_____	0	$_____
8)	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place.	537	SY	P8	$_____	0	$_____
Total Paving Items 1 - 8		$_____					

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Water Items	$_____
4. Paving Items	$_____
Total Price	$_____

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ADALBERTO CABALLERO

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WATER OPERATOR

License Number: WO0047069
Issue Date: 04/11/2024
Expiration Date: 04/26/2027

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ADALBERTO CABALLERO

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WASTEWATER TREATMENT OPERATOR

License Number: **WW0066372**
Issue Date: **02/23/2024**
Expiration Date: **01/19/2027**

Executive Director
Texas Commission on Environmental Quality

CITY OF MIDLAND
ALLEYWAY MICHIGAN TO ILLINOIS
UTILITY IMPROVEMENTS
PROJECT NUMBER: 23-0322
ACCUS
2024

LORI BLONG
OR

TOMMY GONZALES
MANAGER

1 - SCOTT DUFFORD 2 - JOHN NORMAN
3 - JACK LADD 4 - AMY STREATCHER 5 - ERIC DAVIDSON 6 - ROBIN POOL
MEMBERS

VICINITY MAP

100%
SUBMITTAL

PROJECT ENGINEER

INDEX OF SHEET

SHEET NUMBER	SHEET TITLE
C100	COVER SHEET
C101	GENERAL NOTES
C102	GENERAL NOTES
C110	EXISTING CONDITIONS / MASTER LAYOUT
C120	EROSION CONTROL PLAN
C121	EROSION CONTROL DETAILS AND NOTES
C130	DEMOLITION AND PAVING PLAN
C200	WATER MAIN-1 P&P
C201	WATER MAIN-1 P&P
C202	UTILITY DETAILS
C300	UTILITY DETAILS
C301	UTILITY DETAILS
C302	UTILITY DETAILS

09.07.2024

DATE

PACKET 8.229 November 12, 2024

Know what's

SHEET C100 OF 13

GENERAL NOTES:

a. THIS DESIGN IS FOR PUBLIC WATER IMPROVEMENTS IN THE ALLEYWAY FROM W. MICHIGAN AVE. TO W. ILLINOIS
b. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER, THE MORE STRINGENT STANDARD SHALL BE USED.
c. [illegible] SHOWN IN THIS CONSTRUCTION DRAWING SET ARE REFERENCED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN
d. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, AND SPOT SURVEYS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO
e. CONSTRUCTION AND MAINTAIN CLEARANCE REQUIREMENTS TO PROTECT ALL EXISTING UTILITIES AND EXISTING STRUCTURES, REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
f. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY UNKNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.
g. CONTRACTOR NOTES OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BROUGHT TO ENGINEER'S ATTENTION PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
h. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS CONSTRUCTION ACTIVITY.
i. CONTRACTOR SHALL CONSTRUCT ALL TRAFFIC CONTROL IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.
j. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
k. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
l. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

DEMOLITION NOTES:

A. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION
B. CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY
C. CONTRACTOR AFTER THEIR ACTIVITIES TO AN EQUAL OR BETTER CONDITION IN ITS ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.
D. EXISTING WATER MAIN IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 2-SACK (2 SACK = 188 POUNDS PER CUBIC YARD) AND BE CAPPED AT EACH END OF WATER MAIN
E. ABANDONED PIPE IS TO HAVE CLEAN AND STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.
F. ALL TRENCH PAVEMENT REPAIRS ARE TO INCLUDE 1.0' T-TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.
G. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.

CONSTRUCTION NOTES:

1. SEE SHEET C110 FOR CONTROL POINTS.
2. CONCRETE COLLARS FOR VALVE COVERS WILL NOT BE REQUIRED FOR THIS PROJECT. CONCRETE COLLARS FOR VALVE COVERS WILL BE PLACED WITH THE FUTURE MICHIGAN AVENUE PAVING PROJECT.
3. ANY AND ALL FLOWABLE FILL (2 SACK = 2 SACK = 188 POUNDS PER CUBIC YARD) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO PLACEMENT OF ANY PAVEMENT OVER FLOWABLE FILL MATERIAL.
4. ALL NEW WATER MAINS TO MAINTAIN MINIMUM COVER OF 3.5' AND MINIMUM VERTICAL SEPARATION OF 2.0' ABOVE EXISTING WASTEWATER MAINS UNLESS OTHERWISE INDICATED IN THIS CONSTRUCTION DRAWING SET.
5. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
6. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
7. ALL METER BOXES, VALVE BOXES, INSPECTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
8. ALL NEW CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (3.0 LBS. / 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
9. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
10. COORDINATE ALL SIGNAL HOLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC CONTROL DEVICE LOCATIONS WITH TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
11. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
12. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.
13. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

Know what's

PAVING NOTES

A. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.

B. EXISTING STAND-UP CURBS ARE 7.0" CURBS RATHER THAN CURRENT 6.0" CITY STANDARD CURBS IN THIS AREA. MATCH EXISTING CURB HEIGHT THROUGHOUT.

C. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMP, SIDEWALK, OR CURB JOINTS.

D. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS BETWEEN EXISTING CURB AND PROPOSED CURB.

E. ALL PEDESTRIAN ACCESS RAMPS AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALK IS TO BE INSTALLED FLUSH WITH ADJACENT TOP-OF-CURB WHEN LOCATED NEXT TO CURB. SIDEWALK NOT LOCATED NEXT TO CURB IS TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5.0% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE CROSS SLOPE GREATER THAN 2.0%.

I. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL CONCRETE PAVEMENT AND CURB JOINTS ARE TO BE SPACED EVERY 5.0 WITH AN ARE NOT SPACED EVERY 6TH CONTROL JOINT.

F. [illegible] TO PAVEMENT REMOVAL AREA AS SHOWN ON THE PLAN AND PROFILE SHEET.

G. ALL ASPHALT TRENCH REPAIRS ARE TO UTILIZE 2" TYPE D HMAC HOT MIX ASPHALT UNLESS OTHERWISE NOTED IN CONSTRUCTION DRAWINGS.

H. WHEN PLACED ADJACENT TO CONCRETE PAVEMENT, CURB JOINT SPACING IS TO MATCH CONCRETE PAVEMENT SPACING. WHEN PLACED SEPARATELY FROM PAVEMENT, CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 2.0' AND NO FURTHER THAN 10.0' APART.

MASTER WATER LAYOUT NOTES

1. ALL DIMENSIONS SEPARATION DIMENSIONS BETWEEN NEW AND PROPOSED UTILITIES ARE APPROXIMATE.

2. ALL PROPOSED WATER IMPROVEMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.

3. ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR OR JOB SITE.

4. INSTALL TRACER TAPE AND TRACER WIRE ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS, 300(B), AND BE FORMED WHEN PLACED.

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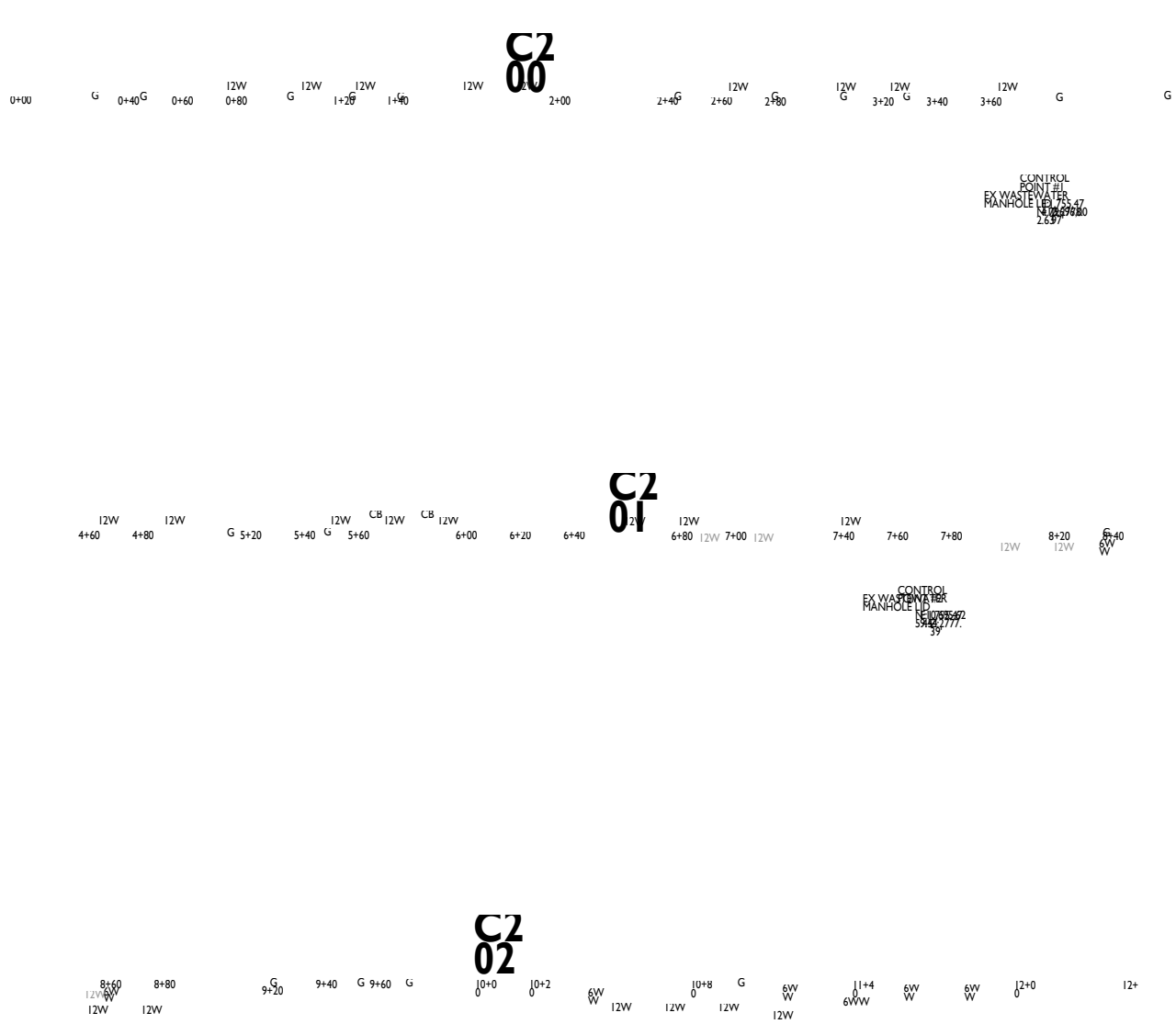

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

- DENOTES EXISTING WATER VALVE
- W — DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING POST INDICATOR VALVE
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING ELECTRICAL PEDESTAL
- T — DENOTES EXISTING STUB
- DENOTES EXISTING STORM DRAIN
- DENOTES EXISTING TRAFFIC CONTROL BOX
- G — DENOTES EXISTING GAS MANHOLE
- DENOTES EXISTING COMMUNICATION MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING GAS VALVE
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- SI — DENOTES EXISTING STREET SIGN
- DENOTES EXISTING POT LINES
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- G — DENOTES EXISTING GAS LINE
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- V — DENOTES PROPOSED 8" WATER MAIN
- 12W — DENOTES EXISTING 12" WATER MAIN
- DENOTES EXISTING UNDERGROUND CABLE LINE

EXISTING CONDITION NOTES:

1. EXISTING CONDITIONS SHOWN ARE BASED ON PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, SPOT SURVEY DATA, AND SITE VISITS.
2. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING UTILITIES AND REPORT ANY DISCREPANCIES.
3. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH THE PUBLIC AND THE CONTRACTORS WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

Know what's

0' 20' 40' 60'

SCALE 1" = 20'

LEGEND

	DENOTES EXISTING WATER VALVE
W	DENOTES EXISTING FIRE HYDRANT
	DENOTES EXISTING POST
	DENOTES EXISTING WATER METER
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	DENOTES EXISTING WASTEWATER CLEANOUT
	DENOTES EXISTING ELECTRIC METER
	DENOTES EXISTING PEDESTAL
T	DENOTES EXISTING STUB
	DENOTES EXISTING STORM DRAIN
	DENOTES EXISTING TRANSFORMER
	DENOTES EXISTING TRAFFIC CONTROL BOX
G	DENOTES EXISTING GAS MANHOLE
	DENOTES EXISTING SIGNAL MANHOLE
	DENOTES EXISTING WELL
	DENOTES EXISTING CABLE BOX
	DENOTES EXISTING GAS VALVE
	DENOTES EXISTING GAS METER
	DENOTES EXISTING GAS MARKER
SI	DENOTES EXISTING STREET SIGN
	DENOTES EXISTING POT LIGHT
OH	DENOTES EXISTING OVERHEAD ELECTRIC LINE
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W	DENOTES EXISTING 8" WASTEWATER MAIN
8W	DENOTES EXISTING 12" WASTEWATER MAIN
W	DENOTES EXISTING ELECTRIC LINE
15W	DENOTES EXISTING 8" WATER MAIN
VE	DENOTES EXISTING 12" WATER MAIN
CB	DENOTES EXISTING CABLE LINE
V	SAND BAGS
12W	DENOTES FLOW DIRECTION

NOTE:

SEE SHEET C121 FOR EROSION NOTES AND DETAILS.

PERMANENT BMP CONSTRUCTION NOTES:

1. [illegible] INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY PROJECT CONSTRUCTION ACTIVITY.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT AS DIRECTED BY THE CITY OF CHELAN PROJECT AREA AND SITE CONTRACTOR CONSTRUCTION OR ENGINEER.
3. [illegible] AT WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM THE CONCRETE TRUCK'S CHUTE.
4. [illegible] FOR REFERENCE. ACTUAL PROJECT WORK ZONE AREA LIMITS TO BE DETERMINED PRIOR TO STARTING CONSTRUCTION ACTIVITY.

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Know what's

NOTE:
CARE SHOULD BE TAKEN TO AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.

GRAVEL BAG INSTALLATION NOTES:
1. GRAVEL BAGS SHALL BE PLACED ALONG CURB AND GUTTER AS SHOWN.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. [illegible]
4. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE [illegible] MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OR ENGINEER.
5. BMP INSPECTIONS FOR RIPS, TEARS, TEARS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION [illegible]
6. [illegible] IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 90 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE U.S. #2 AND 3 INCHES IN SIZE.
8. PLACEMENT OF GRAVEL BAGS SHOULD NOT BLOCK ADA WALKING PATHS.

GENERAL NOTES:
1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF THE COMPLIANCE WITH TPDES REGULATIONS. THE CONTRACTOR SHALL FILE NOTICE OF INTENT (NOI) TO BE COVERED BY TCEQ CONSTRUCTION GENERAL PERMIT, TXR 150000
2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THREE GOALS: TO DIVERT WATER FROM SLOPE AREAS AROUND DISTURBED AREAS OF THE SITE, TO LIMIT EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE, AND TO REMOVE SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE UPON REQUEST TO THE TCEQ.
4. THE CONTRACTOR MUST AMEND THE STORM WATER POLLUTION PREVENTION PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIAL AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES [illegible] INADEQUACIES REVEALED BY THE INSPECTIONS MUST BE IMPLEMENTED WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
5. [illegible] AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED AND MADE PART OF THE PLAN.
6. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES CONSTRUCTION GENERAL PERMIT CONDITIONS BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.
7. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, SOLVENTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROL EQUIPMENT WASHING.
8. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS, AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

EROSION CONTROL NOTES:
A. INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY OTHER PROJECT CONSTRUCTION ACTIVITY.
B. CONTRACTOR IS TO PLACE AND MAINTAIN SANDBAG BMPS AT FIRST CURB OPENING DOWNSTREAM OF ACTIVE CONSTRUCTION AREA. WHEN CONSTRUCTION ACTIVITY OCCURS ON BOTH SIDES OF ROAD, THEN CURB OPENINGS ON BOTH SIDES MUST HAVE SANDBAGS [illegible]
C. [illegible] CONTROLS SHALL BE MAINTAINED BY CONTRACTOR AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES MUST BE MADE BY CONTRACTOR IMMEDIATELY UPON DISCOVERING SUCH REPAIRS ARE NEEDED. EXISTING EROSION CONTROL MEASURES MUST BE INSPECTED [illegible] AND REPAIRED AS NECESSARY TO ENSURE THEY ARE FUNCTIONING PROPERLY AT THE END OF ANY STORM EVENT.
D. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE SUPERINTENDENT OR THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.
E. CONTRACTOR IS TO MAINTAIN A CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
F. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN APPROVED STORAGE DESIGNATED AS PART OF WORK ZONE AREA.
G. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
H. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.
I. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROL PLACED OR IMPEDED THEIR [illegible]
J. CONTRACTOR TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
K. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

PACKET 8:234
November 12, 2024
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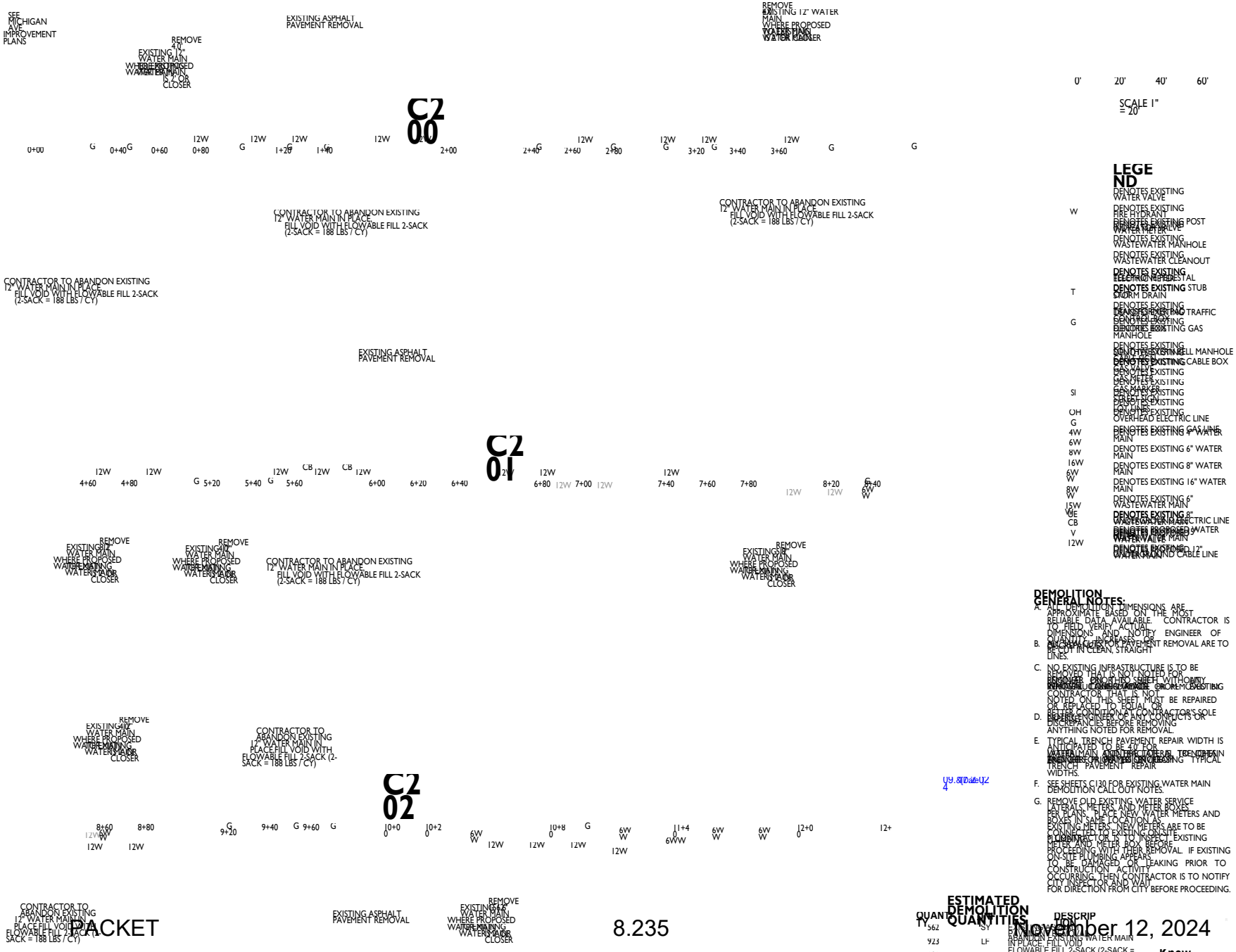

LEGEND

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- CB — DENOTES EXISTING CABLE LINE
- V — DENOTES PROPOSED 8" WATER MAIN
- 12W — DENOTES EXISTING 12" WATER MAIN

DEMOLITION GENERAL NOTES:

A. ALL DEMOLITION DIMENSIONS ARE APPROXIMATE BASED ON THE MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS AND NOTIFY ENGINEER OF QUANTITY INCREASES OR DISCREPANCIES PRIOR TO BIDDING.

B. ALL CUT LINES FOR PAVEMENT REMOVAL ARE TO BE MADE IN CLEAN, STRAIGHT LINES.

C. NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL PRIOR TO SHEET WITH NOTE. ANY INFRASTRUCTURE DAMAGED DURING CONSTRUCTION BY THE CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE. ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOTED FOR REMOVAL.

D. TYPICAL TRENCH PAVEMENT REPAIR WIDTH IS ANTICIPATED TO BE 4' FOR WATER MAIN, 6' FOR 8" & 12" WATER MAIN, AND 8' FOR 16" WATER MAIN. SEE SHEET C120 FOR EXISTING TYPICAL TRENCH PAVEMENT REPAIR WIDTHS.

E. SEE SHEETS C130 FOR EXISTING WATER MAIN DEMOLITION CALL OUT NOTES.

F. REMOVE OLD EXISTING WATER SERVICE LATERALS, METERS, AND METER BOXES PER PLANS. PLACE NEW WATER METERS AND BOXES IN SAME LOCATION AS EXISTING METERS. NEW METERS ARE TO BE CONNECTED TO EXISTING ON-SITE PLUMBING OR TO INSPECT EXISTING METER AND METER BOX BEFORE PROCEEDING WITH THEIR REMOVAL. IF EXISTING ON-SITE PLUMBING APPEARS TO BE DAMAGED OR LEAKING PRIOR TO CONSTRUCTION ACTIVITY OCCURRING, THEN CONTRACTOR IS TO NOTIFY CITY INSPECTOR AND WAIT FOR DIRECTION FROM CITY BEFORE PROCEEDING.

ESTIMATED DEMOLITION QUANTITIES

QUANTITY	UNIT	DESCRIPTION
562	SY	EXISTING ASPHALT PAVEMENT REMOVAL
923	LF	ABANDON EXISTING WATER MAIN IN PLACE, FILL VOID
191	LF	REMOVE EXISTING WATER MAIN

PACKET
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November 12, 2024
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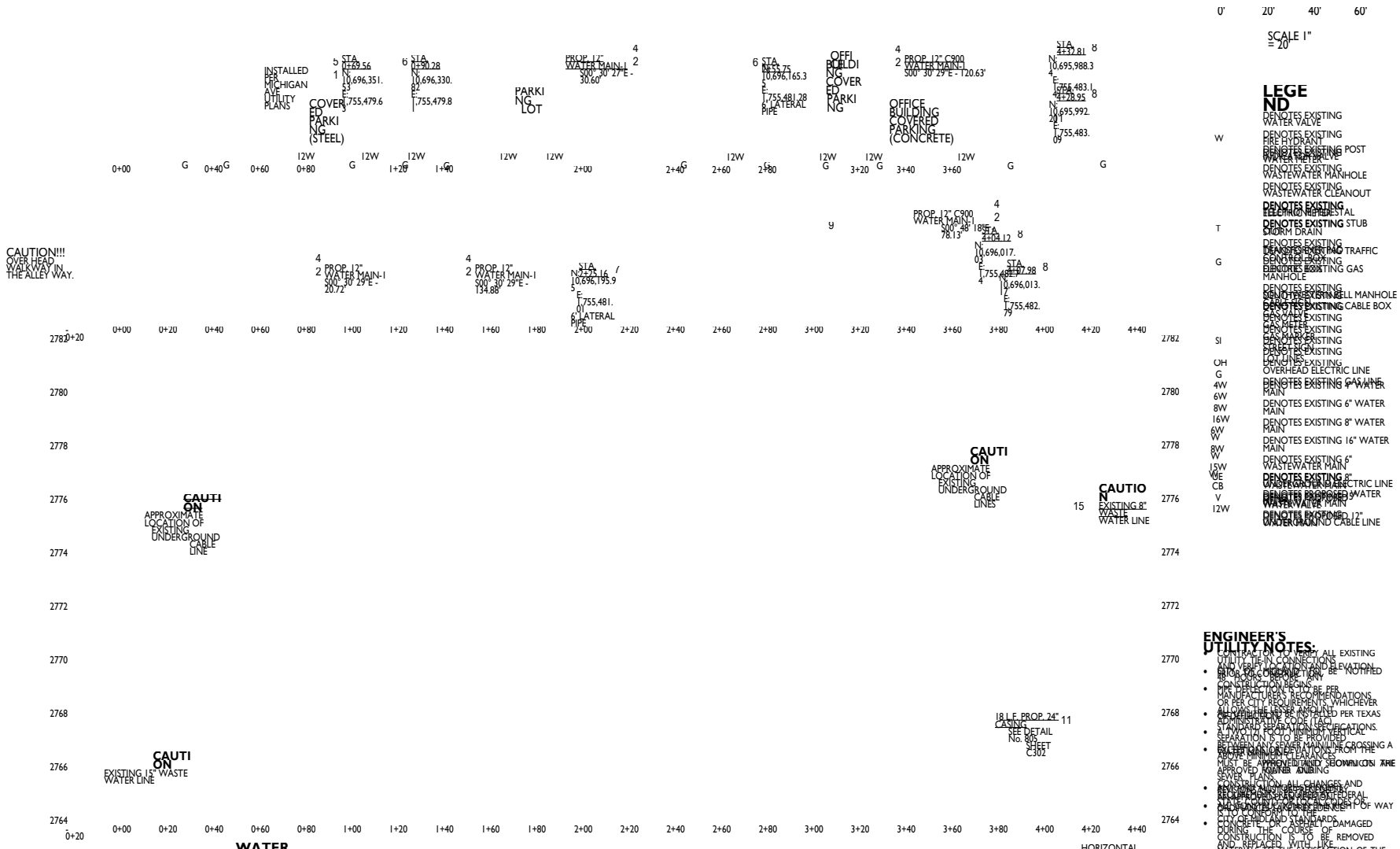

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- DENOTES EXISTING STORM DRAIN
- DENOTES EXISTING TRAFFIC SIGNAL BOX
- DENOTES EXISTING GAS MANHOLE
- DENOTES EXISTING COMMUNICATIONS MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING TELEPHONE BOX
- DENOTES EXISTING OVERHEAD LINES
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
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- DENOTES PROPOSED 8" WATER MAIN
- DENOTES EXISTING 12" UNDERGROUND CABLE LINE

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION.
- CONTRACTOR TO ORGANIZATION TO BE NOTIFIED 72 HOURS BEFORE ANY CONSTRUCTION BEGINS.
- ALL UTILITIES TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- A MINIMUM FOOT MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BETWEEN ANY WATER MAIN LINE CROSSING A WASTEWATER LINE. ANY DEVIATIONS FROM THE ABOVE MINIMUM DISTANCES MUST BE APPROVED AND SIGNED ON THE APPROVED WATER & WASTEWATER SEWER PLANS.
- CONTRACTOR SHALL ALL CHANGES AND REVISIONS TO THE APPROVED PLANS AS REQUIRED BY THE CITY OF MIDLAND AND ANY OTHER GOVERNMENTAL AGENCIES OR UTILITY COMPANIES HAVING JURISDICTION OVER THE WORK.
- CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES REQUIRED BY THE CITY OF MIDLAND AND BOARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE ENGINEER OR CITY OF MIDLAND.
- ALL WATER LINE PIPE SHALL BE C900 DR-18 PVC PIPE.
- CONTRACTOR SHALL PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY OF MIDLAND STANDARD DETAILS.
- CONTRACTOR SHALL KEEP ALL EXISTING WATER LINES IN SERVICE DURING CONSTRUCTION.

WATER CONSTRUCTION NOTES:

TYPICAL

1. CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, AND TYPE PRIOR TO CONSTRUCTION AND INSTALLATION OF MATERIALS.
2. INSTALL 8" DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR TO TEST SERVICE LINING OF MIDLAND STANDARD SPECIFICATIONS FOR WATER MAINS.
3. INSTALL DETECTABLE TAPE ABOVE ALL WATER LINES PER CITY OF MIDLAND DETAIL NO. 606 SEE SHEET C300.
4. INSTALL 45 DEGREE BEND PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C300.
5. CONNECT TO EXISTING WATER LINE PER CITY OF MIDLAND DETAIL NO. 604 SEE SHEET C300.
6. RECONNECT EXISTING DIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C301. LATERAL PIPE TO BE C-900 PVC.
7. INSTALL 12" DUCTILE IRON PIPE PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C300.
8. CONNECT TO EXISTING WATER LINE WITH MEGA LUG OR PER CITY OF MIDLAND DETAIL 607A AND 607B SEE SHEET C300.
9. RECONNECT EXISTING WATER METER AND WATER SERVICE LATERAL TO NEW WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C300. ANY SIDEWALK DISTURBED HAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 325 SEE SHEET C302.
10. INSTALL 8" GATE VALVE AND BOX PER CITY OF MIDLAND DETAIL No. 607A AND 607B SEE SHEET C300.
11. INSTALL 24" STEEL CASING PIPE PER CITY OF MIDLAND DETAIL No. 809 SEE SHEET C302.
12. CONNECT NEW 8" WATER LINE TO EXISTING 8" WATER LINE PER CITY OF MIDLAND DETAIL No. 614 SEE SHEET C301. INSTALL 2 EA. GATE VALVES WITH VALVE BOXES AND CORRESPONDING REDUCER FOR THE EXISTING LATERAL LINES PER CITY OF MIDLAND.
13. DEFLECT UP TO 10° AT EACH JOINT TO COMPLY WITH CURVATURE OF CONSTRUCTION. DEFLECTION SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS. PIPE AND MATERIALS.
14. DEFLECT ONE 4" MAIN OFFSET PER CONTINUOUS LINE A MAXIMUM OF 5° PER JOINTS SEE LAYOUT FOR HORIZONTAL AND/OR VERTICAL
15. INSTALL 4" WATER LINE AS SHOWN ON PLANS.
16. CONNECT TO EXISTING 12" WATER MAIN AND INSTALL A 12" CAP AND THRUST BLOCK SEE DETAIL 617 SEE SHEET C302. CONTRACTOR TO VERIFY EXISTING VALVE IS CLOSED.

NOTE: 72 HOUR UTILITIES HAVE 2.0+ FEET OF SEPARATION OVER THE WATER MAIN CROSSING. CONTRACTOR TO WORK WITH COMPANY'S SURROUNDING THE ALLEY TO PROTECT VEHICLE PARKING.

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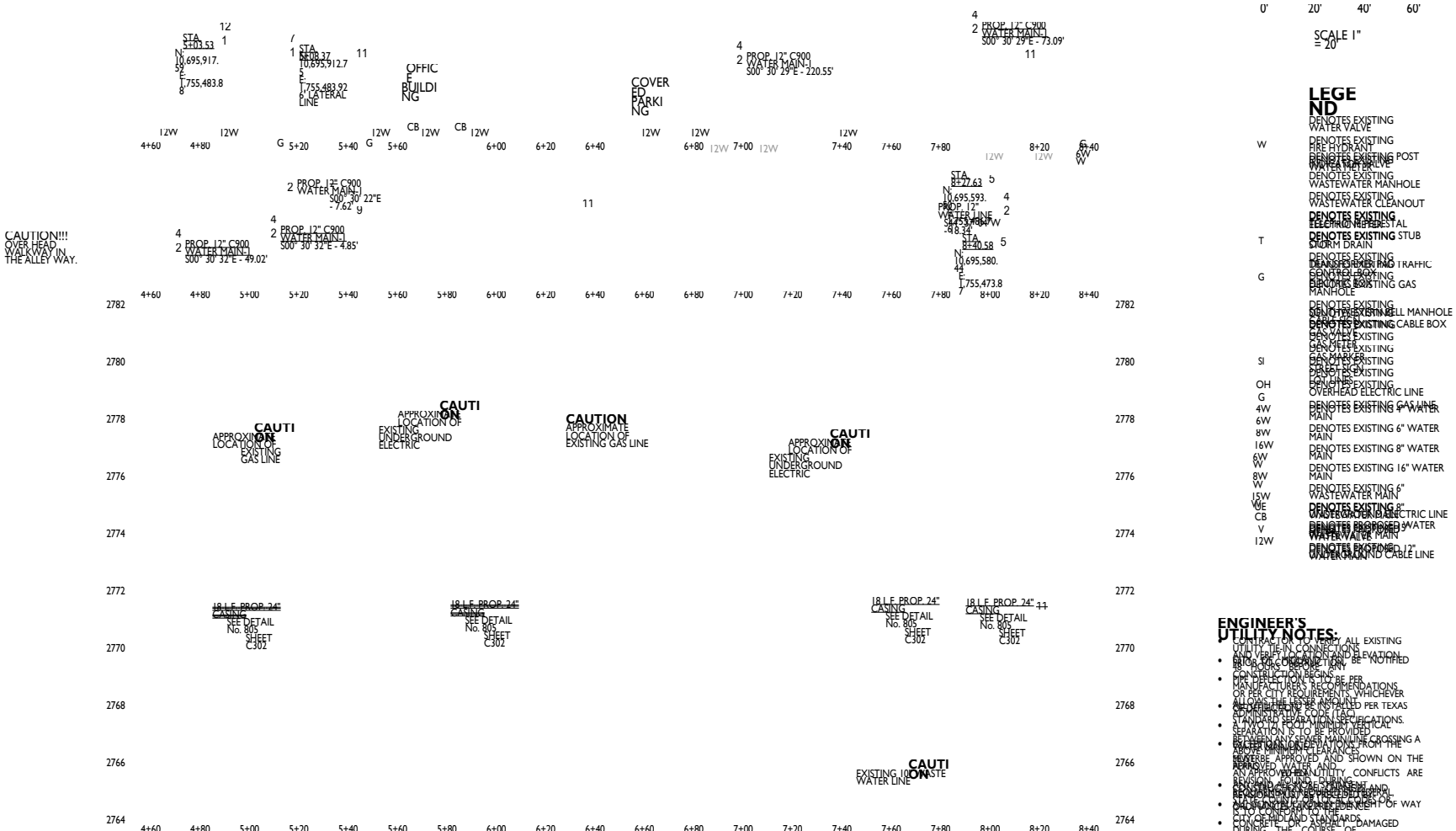
SHEET C200 OF 13



0' 20' 40' 60'

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WATER CONSTRUCTION NOTES:

TYPICAL WATER CONSTRUCTION NOTES:

1. CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, AND TYPE PRIOR TO CONSTRUCTION AND INSTALLATION OF PROPOSED 12" DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR TO PERFORM SERVICE DURING CONSTRUCTION FOR TAPPING OF PROPOSED WATER MAIN TO EXISTING CITY OF MIDLAND STATION DURING NORMAL WORKING HOURS.
2. INSTALL 12" DUCTILE IRON PIPE FOR HORIZONTAL AND/OR VERTICAL BENDS PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C300.
3. INSTALL DETECTABLE WARNING TAPE. CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. INSTALL 12" GATE VALVE PER CITY OF MIDLAND DETAIL No. 601 SEE SHEET C300.
5. INSTALL 12"x12"x12" TEE FOR HORIZONTAL AND/OR VERTICAL BENDS PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C300.
6. INSTALL 12" DUCTILE IRON PIPE FOR HORIZONTAL AND/OR VERTICAL BENDS PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C300.
7. EXISTING WATER SERVICE LATERAL TO BE DISCONNECTED AT MAIN PER CITY OF MIDLAND DETAIL F01 SEE SHEET C301. LATERAL PIPE TO BE C-900 PVC.
8. RECONNECT EXISTING DIV ASSEMBLY PER CITY OF MIDLAND DETAIL F01 SEE SHEET C301. LATERAL PIPE TO BE C-900 PVC.
9. INSTALL 1" WATER SERVICE LATERAL TO REPLACE EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C300. ANY SIDEWALK DISTURBED BAS TO BE REPLACED PER CITY OF MIDLAND DETAIL No. 325 SEE SHEET C302.
10. INSTALL 18" L.F. PROP. 24" CASING PER CITY OF MIDLAND DETAIL No. 805 SEE SHEET C302.
11. INSTALL 8" DUCTILE IRON PIPE FOR HORIZONTAL AND/OR VERTICAL BENDS PER CITY OF MIDLAND DETAILS 607 & 608 SHEET C300.
12. INSTALL 8" GATE VALVE PER CITY OF MIDLAND DETAIL No. 601 SEE SHEET C301. INSTALL 2 EA. GATE VALVES WITH VALVE BOXES AND CORRESPONDING REDUCER FOR THE EXISTING LATERAL LINES (MIN.) PER CITY OF MIDLAND.
13. DRILL AND TAP 12" PROPOSED WATER MAIN TO CONNECT TO EXISTING 12" WATER MAIN. CONTRACTOR TO PERFORM SERVICE DURING CONSTRUCTION FOR TAPPING OF PROPOSED WATER MAIN TO EXISTING CITY OF MIDLAND STATION DURING NORMAL WORKING HOURS. PIPE AND MATERIALS.
14. DEFLECT ONE 12" MAIN JOINT PER JOINT UNTIL LINE A MAXIMUM OF 5° PER JOINT IS REACHED FOR HORIZONTAL CURVE AND/OR VERTICAL CURVE.
15. PROVIDE CONCRETE THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY STANDARDS.
16. CONTRACTOR TO VERIFY EXISTING VALVE IS CLOSED FOR CONNECTION TO EXISTING 12" WATER MAIN AND INSTALL A 12" CAP AND THRUST BLOCK SEE DETAIL 617 SEE SHEET C302. CONTRACTOR TO VERIFY EXISTING VALVE IS CLOSED.

NOTE:
7 DAY UTILITIES HAVE 2.0' FEET OF SEPARATION OVER THE WATER MAIN CROSSING IN ALLEY. CONTRACTOR TO WORK WITH COMPANY'S SURROUNDING THE PROJECT TO PROTECT VEHICLE PARKING.

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION.
- ENGINEER TO BE NOTIFIED 48 HOURS PRIOR TO ANY CONSTRUCTION BEGINS.
- ALL UTILITIES TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- 3' MINIMUM HORIZONTAL MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED.
- ALL EQUIPMENT OVER MAINLINE CROSSING A WATER MAIN MUST BE LOCATED FROM THE ABOVE MINIMUM CLEARANCES.
- ALL REVISIONS TO BE APPROVED AND SHOWN ON THE APPROVED WATER AND WASTEWATER PLANS.
- CONTRACTOR TO NOTIFY ENGINEER OF ANY UTILITY CONFLICTS ARE DISCOVERED DURING CONSTRUCTION.
- ALL UTILITIES SHALL BE CONSTRUCTED AND BACKFILLED IN ACCORDANCE WITH CITY STANDARDS.
- ALL CONSTRUCTION WITHIN THE RIGHT OF WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS AT THE DISCRETION OF THE ENGINEER OR CITY OF MIDLAND.
- ENGINEER TO VERIFY PIPE MATERIALS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY STANDARDS.
- CONTRACTOR SHALL KEEP ALL EXISTING WATER LINES IN SERVICE DURING CONSTRUCTION.

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Know what's

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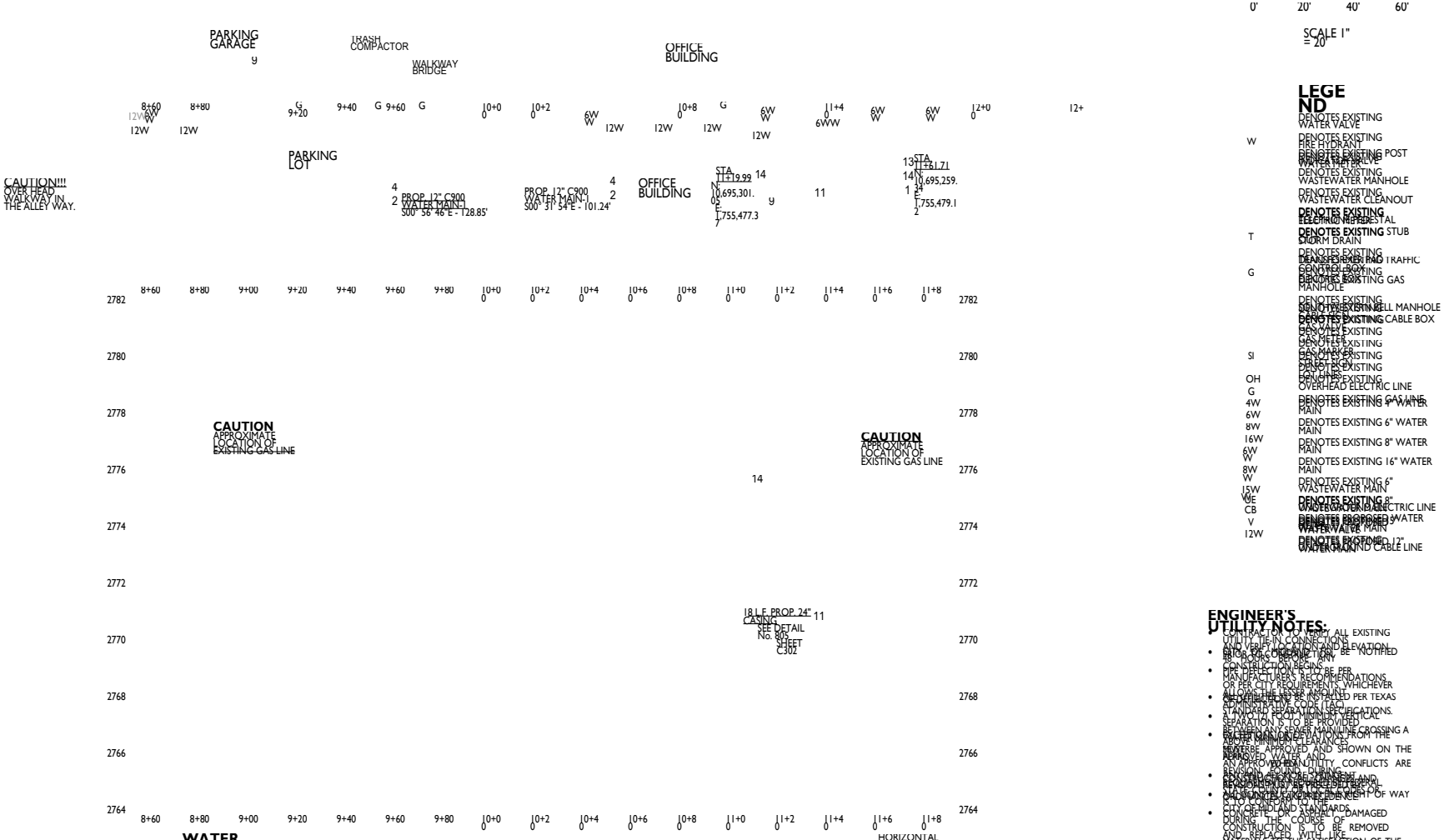

WATER CONSTRUCTION NOTES:

TYPICAL

1. CONTRACTOR TO VERIFY UTILITY SIZE, LOCATION, MATERIAL AND TYPE PRIOR TO CONSTRUCTION AND INSTALLATION OF NEW UTILITIES.
2. INSTALL 12" C900 DR-18 PVC WATER MAIN. WATER MAIN BEDDING SHALL CONFORM TO THE CITY STANDARDS DETAIL NO. 310(A) AND 310(B) SEE SHEET C301. CONTRACTOR TO PROVIDE TEMPORARY WATER SERVICE DURING CONSTRUCTION FOR BUSINESSES AND RESIDENCES AS REQUIRED BY CITY OF MIDLAND.
3. INSTALL WARNING TAPE CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. VERTICAL BENDS SHALL BE PER CITY OF MIDLAND DETAIL "E" No. 601 SEE SHEET C300. BEFORE USING ANY HORIZONTAL BEND PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C300. CONTRACTOR SHALL FIELD VERIFY ALL HORIZONTAL AND/OR VERTICAL BENDS AND FITTINGS.
5. ENSURE ALL UTILITY CROSSINGS ARE PERPENDICULAR TO MAIN LINE.
6. CONNECT TO EXISTING WATER LINE PER CITY OF MIDLAND DETAIL "F" No. 601 SEE SHEET C300.
7. DISCONNECT EXISTING WATER SERVICE LATERAL AT MAIN PER CITY OF MIDLAND DETAIL F01 SEE SHEET C301. LATERAL PIPE TO BE C-900 PVC.
8. CONSTRUCT NEW WATER SERVICE LATERAL TO RECONNECT EXISTING WATER METER AND WATER SERVICE LATERAL PER CITY OF MIDLAND DETAIL No. 604 (A) & 604(B) SEE SHEET C300. ANY SIDEWALK DISTURBED BAS TO BE REPLACED PER CITY OF MIDLAND STANDARDS SEE SHEET C302.
9. INSTALL 12" C900 DR-18 MJ PVC PIPE SECTION OF PIPE CASING PER CITY OF MIDLAND DETAILS 807, 808 AND 809 SHEET C300.
10. INSTALL 12" GATE VALVE AND VALVE BOX PER CITY OF MIDLAND DETAIL 805 ON SHEET C302.
11. CONNECT NEW 12" WATER LINE TO EXISTING 12" WATER LINE WITH 45° BENDS PER CITY OF MIDLAND DETAILS No. 614 SEE SHEET C301. INSTALL 2 EA. GATE VALVES WITH VALVE BOXES AND CORRESPONDING REDUCER FOR THE EXISTING LATERAL LINES (MIN) PER CITY OF MIDLAND.
12. DRILL AND TAP MAIN PER DETAILS C301. PROJECT WILL A MAXIMUM OF CONNECTIONS PER DAY. CONTRACTOR TO COORDINATE WITH OWNER.
13. CONTRACTOR TO PROVIDE ALL NECESSARY FITTINGS, PIPE AND MATERIALS.
14. DISCONNECT ONE 4" MAIN (OR AS PER CONTRACT PLANS) AND INSTALL A MAXIMUM OF 5" PER DAY. CONTRACTOR TO COORDINATE WITH OWNER.
15. CONTRACTOR TO CONTACT ONE CALL FOR LOCATES PRIOR TO EXCAVATION.
16. CONTRACTOR TO CONTACT ATMOS FOR LOCATES PRIOR TO EXCAVATION FOR POINTS CREATED DURING CONNECT 12" WATER MAIN AND INSTALL A 12" CAP AND THRUST BLOCK SEE DETAIL 617 SEE SHEET C302. CONTRACTOR TO VERIFY EXISTING VALVE IS CLOSED.

NOTE: IF DAY UTILITIES HAVE 2.0+ FEET OF SEPARATION OVER THE WATER MAIN CROSSING, NO BORE IS REQUIRED. CONTRACTOR TO WORK WITH COMPANY'S SURROUNDING THE ALLEY TO PROTECT VEHICLE PARKING.

LEGEND

- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING POST
- DENOTES EXISTING WATER METER
- DENOTES EXISTING WASTEWATER MANHOLE
- DENOTES EXISTING WASTEWATER CLEANOUT
- DENOTES EXISTING ELECTRIC PEDESTAL
- DENOTES EXISTING STUB STORM DRAIN
- DENOTES EXISTING TRAFFIC CONTROL BOX
- DENOTES EXISTING GAS MANHOLE
- DENOTES EXISTING SOUTHWESTERN BELL MANHOLE
- DENOTES EXISTING CABLE BOX
- DENOTES EXISTING GAS METER
- DENOTES EXISTING GAS MARKER
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES EXISTING GAS LINE
- DENOTES EXISTING 4" WATER MAIN
- DENOTES EXISTING 6" WATER MAIN
- DENOTES EXISTING 8" WATER MAIN
- DENOTES EXISTING 16" WATER MAIN
- DENOTES EXISTING 6" WASTEWATER MAIN
- DENOTES EXISTING 8" WASTEWATER MAIN
- DENOTES EXISTING ELECTRIC LINE
- DENOTES PROPOSED WATER VALVE
- DENOTES PROPOSED WATER MAIN
- DENOTES EXISTING 12" WATER MAIN
- DENOTES EXISTING UNDERGROUND CABLE LINE

ENGINEER'S UTILITY NOTES:

- CONTRACTOR TO VERIFY ALL EXISTING UTILITY TIE-IN CONNECTIONS AND VERIFY LOCATION AND ELEVATION.
- CONTRACTOR TO ORGANIZATION BE NOTIFIED 48 HOURS BEFORE CONSTRUCTION BEGINS.
- ALL UTILITIES TO BE PER MANUFACTURER'S RECOMMENDATIONS OR PER CITY REQUIREMENTS, WHICHEVER ALLOWS THE LESSER AMOUNT.
- ALL UTILITIES TO BE INSTALLED PER TEXAS ADMINISTRATIVE CODE (TAC) STANDARD SEPARATION SPECIFICATIONS.
- ANY NON-PERPENDICULAR MINIMUM VERTICAL SEPARATION IS TO BE PROVIDED BY CONTRACTOR.
- ALL CONTRACTOR SHALL MAINTAIN CROSSING A MINIMUM OF 18" CLEARANCE FROM THE ABOVE MINIMUM CLEARANCES.
- ALL UTILITIES APPROVED AND SHOWN ON THE APPROVED WATER AND WASTEWATER UTILITY CONFLICTS ARE A CONTRACTOR RESPONSIBILITY.
- ANY REVISIONS TO THE APPROVED PLANS DURING CONSTRUCTION SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.
- ALL CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY IS TO CONFORM TO THE CITY OF MIDLAND STANDARDS.
- CONCRETE OR ASPHALT DAMAGED DURING THE COURSE OF CONSTRUCTION IS TO BE REMOVED AND REPLACED WITH LIKE MATERIALS AT THE DIRECTION OF THE ENGINEER OR CITY OF MIDLAND.
- ALL DUCTILE IRON PIPE FITTINGS SHALL BE MECHANICAL JOINT.
- THE CONTRACTOR IS TO PROVIDE ALL THRUST BLOCKING AT ALL FITTINGS AND BENDS AS REQUIRED. COMPLY WITH DETAILS IN THE CITY STANDARDS.
- THE CONTRACTOR IS TO KEEP ALL EXISTING WATER LINES IN SERVICE DURING CONSTRUCTION.

Know what's

Know what's

City Council Meeting

Item Number: 9

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF A TURF AERATOR 687, A PROPASS 200 WIRELESS TOP DRESSER, A REELMASTER FAIRWAY MOWER, A GREENSMASTER TRIFLEX GREENS MOWER, AND ASSOCIATED ACCESSORIES FROM TURF PRODUCTS, LP, THROUGH BUYBOARD AT A TOTAL COST OF $190,645.20 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution for the purchase of one (1) Turf Aerator, one (1) ProPass 200 Wireless Top Dresser, one (1) Reelmaster Fairway Mower, and one (1) Greenmaster TriFlex Greens Mower with accessories from Professional Turf Products, L.P. for Hogan Park Golf Course through Buyboard contract #706-23 for a total cost of $190,645.20.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of one (1) Turf Aerator, one (1) ProPass 200 Wireless Top Dresser, one (1) Reelmaster Fairway Mower, and one (1) Greenmaster TriFlex Greens

Mower with accessories from Professional Turf Products, L.P. for Hogan Park Golf Course through Buyboard contract #706-23. 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 equipment will be replacements to the fleet. Please see attached memo from Manuel Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution approving the purchase of one (1) Turf Aerator, one (1) ProPass 200 Wireless Top Dresser, one (1) Reelmaster Fairway Mower, and one (1) Greensmaster TriFlex Greens Mower from Professional Turf Products, L.P. for Hogan Park Golf Course through Buyboard contract #706-23 for a total cost of $190,645.20.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buyboard Contract #706-23

DATE: 10/17/2024

Fleet services is requesting the purchase of the following equipment which will be replacements for units that we are unable to acquire parts for.

(1) one Turf Aerator 687, budgeted amount for FY2025 is $10,000 for the purchase of (1) one Turf Aerator 687. The purchasing amount offered is $9,705.28.

(1) one ProPass 200 Wireless, budgeted amount for FY2025 is $20,000 for the purchase of (1) one ProPass 200 Wireless. The purchasing amount offered is $17,398.53.

(1) one Reelmaster 5510-D, budgeted amount for FY2025 is $100,000 for the purchase of (1) one Reelmaster 5510-D. The purchasing amount offered is $95,625.83.

(1) one Greenmaster Triflex 3400, budgeted amount for FY2025 is $68,000 for the purchase of (1) one Greenmaster Triflex 3400. The purchasing amount offered is $57,164.96 plus $10,750.60 for accessories.

Budgeted amount for FY2025 for these 4 items is $198,000, the purchasing amount offered is $190,645.20 through Buyboard contract #706-23 by Professional Turf Products.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF A TURF AERATOR 687, A PROPASS 200 WIRELESS TOP DRESSER, A REELMASTER FAIRWAY MOWER, A GREENSMASTER TRIFLEX GREENS MOWER, AND ASSOCIATED ACCESSORIES FROM TURF PRODUCTS, LP, THROUGH BUYBOARD AT A TOTAL COST OF $190,645.20

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, Turf Products, LP, has submitted a total proposed cost to the City of $190,645.20 for the purchase of a Turf Aerator 687, a ProPass Wireless Top Dresser, a Reelmaster fairway mower, a Greensmaster TriFlex greens mower, and associated accessories, as shown on the proposal attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the Council finds the price proposed by Turf Products, LP, for the purchase of a Turf Aerator 687, a ProPass Wireless Top Dresser, a Reelmaster fairway mower, a Greensmaster TriFlex greens mower, and associated accessories to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase a Turf Aerator 687, a ProPass Wireless Top Dresser, a Reelmaster fairway mower, a Greensmaster TriFlex greens mower, and associated accessories from Turf Products, LP, 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 Turf Aerator 687, a ProPass Wireless Top Dresser, a Reelmaster fairway mower, a Greensmaster TriFlex greens mower, and associated accessories from Turf Products, LP, through Buyboard at a total cost of $190,645.20.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Turf Products, LP, for a Turf Aerator 687, a ProPass Wireless Top Dresser, a Reelmaster fairway mower, a Greensmaster TriFlex greens mower, and associated accessories from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Joel Usrey
(682)266-3223
usreyj@proturf.com

Ship To	Hogan Park Golf Course - Midland, TX	Date:	10/14/2024
Bill To	BUYBOARD #706-23	Tax Rate	
Contact	Tyson Kerby	Destination	Included
Address	3600 N. Fairgrounds Rd., Midland, TX 79702	Trade-In	
		Finance	
Phone	(432) 685 7360	Account Type	STD
Email	lil_kerby@hotmail.com	QMS: ID	155417
Comments:			

Proposal

Qty	Model #	Description	Unit	Extended
1	44867	Turf Aerator 687		
96	108-9299	3/4 Inch Spoon Tine Closed		
		Turf Aerator 687	$	9,705.28
1	44751	ProPass 200 Wireless		
1	44707	ProPass Workman Mount Kit		
		ProPass 200 Wireless	$	17,398.53
1	03954	Reelmaster 5510-D		
5	03639	22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept Reel Edgeseries		
1	133-1308	Seat Cover		
1	30669	Universal Sunshade, White		
1	03247	Operator Cooling Fan		
1	03248	Universal Sunshade Switch Panel		
1	138-2994	Power Harness Kit		
1	122-1061	Power Wire Harness		
1	140-1554	Sun Shade Light Kit		
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)		
		Reelmaster 5510-D	$	95,625.83
1	04520	Greensmaster TriFlex 3400 Hydraulic Diesel		
1	04508	Seat Kit, Standard		
1	126-2058	Armrest Kit (Standard Seat)		
3	04653	11 Blade Cutting Unit		
3	04255	Narrow Wiehle Roller (One roller)		
1	133-1308	Seat Cover		
1	04554	Light Kit - LED		
		Greensmaster TriFlex 3400 Hydraulic Diesel	$	57,164.96
1	04520_ACCY	Greensmaster TriFlex 3400 Hydraulic Diesel Accessories	$	-
3	04653	11 Blade Cutting Unit		
		Greensmaster TriFlex 3400 Hydraulic Diesel Accessories		
3	04255	Narrow Wiehle Roller (One roller)		
		Narrow Wiehle Roller (One roller) Accessories	$	10,750.60
		SubTotal	$	190,645.20
		Destination		Included
		Tax (Estimated)	$	-
		TOTAL	$	190,645.20

Confidential Property of Professional Turf Products

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

1. Prices & Finance Rates are subject to change at any time. Monthly Payments are Estimates based on Prices & Rates when quoted.
2. Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
3. Order cancellations are subject to fees up to 10% of the original order value.
4. Equipment delivery time is estimated once credit is approved & documents are executed & is contingent on Manufacturer availability.
5. Payments by Credit Card are subject to convenience fee.
6. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
   B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
   C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns & Canceled PO's are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Joel Usrey
(682)266-3223
usreyj@proturf.com

TORO Count on it.

Ship To	Hogan Park Golf Course - Midland, TX	Date:	10/14/2024
Bill To	BUYBOARD #706-23	Tax Rate	
Contact	Tyson Kerby	Destination	Included
Address	3600 N. Fairgrounds Rd., Midland, TX 79702	Trade-In	
		Finance	
Phone	(432) 685 7360	Account Type	STD
Email	lil_kerby@hotmail.com	QMS: ID	155417
Comments:			

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		SubTotal	$	190,645.20
		Destination		Included
		Tax (Estimated)	$	-
		TOTAL	$	190,645.20

Confidential Property of Professional Turf Products

Comments:

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For all New Equipment, Refurbished units may be available for up to 40% savings.
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   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

25001258 Golf Course Equipment

Current Equipment

Unit 1872 Greensmower

Unit 1815 Reelmaster

Replacement Equipment

Greensmaster TriFlex Greensmower

Reelmaster 5510D Fairway Mower

25001258 Golf Course Equipment

Unit 1637 Topdresser

Top Dresser ProPass 200 Wireless

Unit 1625 Aerator

Turf Aerator 687

City Council Meeting

Item Number: 10

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FOR THE FIRE DEPARTMENT FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $168,046.00 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of two (2) Fire SUVs from Chastang Enterprises, Inc. through HGAC contract FS12-23 for a cost of $168,046.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of two (2) Fire SUVs from Chastang Enterprises, Inc. through HGAC contract FS12-23 fort he Fire Department. These vehicles are available on the Houston-Galveston Area Council (HGACBuy). 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. These vehicles are replacements to the fleet. The total FY2025 available budget for this equipment is $154,000.00. Please see the attached memo from Manuel Salinas, Garage Superintendent and Michael Tully, Fire Chief, for additional information.

Therefore, please consider a resolution approving the purchase of two (2) Fire SUVs from Chastang Enterprises, Inc. through HGAC contract FS12-23 for a cost of $168,046.00.

Morris Williams Jr.

City Manager's Office

Interoffice Memorandum

Date: **10-28-2024**

To: **Regina Stephenson**

From: **Interim Fire Chief Michael Tully**

Subject: **FY2025 SUV x 2 Purchase**

The Midland Fire Department's fleet of specialized vehicles plays a critical role in providing high-quality emergency medical services to the Citizens of Midland. To support this mission, the department is replacing one (1) EMS Supervisor SUV and one (1) SUV dedicated to the Community Healthcare Paramedic Program. These vehicles are essential for ensuring efficient, rapid response and seamless coordination with on-scene crews.

As Midland's population grows, there has been a notable increase in the demand for emergency medical services, leading to higher call volumes that place additional pressure on our fleet. These new SUVs will replace two older vehicles with higher maintenance costs, which will help reduce overall garage expenses and maintain operational readiness.

This planned replacement underscores the department's commitment to sustaining reliable emergency medical care and adapting to the needs of our expanding community.

Michael Tully
Interim Fire Chief

RESOLUTION NO. _____

RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FOR THE FIRE DEPARTMENT FROM CHASTANG ENTERPRISES, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR A TOTAL COST OF $168,046.00

WHEREAS, the Houston-Galveston Area Council ("*H-GAC*") 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, Chastang Enterprises, Inc., has submitted a total proposed cost to the City of $168,046.00 for the purchase of a two (2) sports utility vehicles for the Fire Department through H-GAC, 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 by Chastang Enterprises, Inc., through H-GAC for said sports utility vehicles to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said sports utility vehicles from Chastang Enterprises, Inc., through H-GAC for a total cost of $168,046.00;

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 two (2) sports utility vehicles for the Fire Department from Chastang Enterprises, Inc., for a total cost of $168,046.00.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Chastang Enterprises, Inc., for said sports utility vehicles from funds available in the Garage 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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	10/31/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	CITY OF MIDLAND	Contractor:	CHASTANG FORD
Contact Person:	BRIAN MCGARY	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:	bmcgary@midlandtexas.gov	Email:	emiller@chastangautogroup.com

Product Description	F6	2025 POLICE INTERCEPTOR COMMAND UNIT

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 93,898

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
3.3L V6	INCL		
10 SPEED AUTO	INCL		
VERMILLION RED PAINT	INCL		
METRO FIRE EQUIPMENT PER SPEC SHEET	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	93,898	=	Subtotal D:	187796

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	1,000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DISCOUNT PER UNIT $ 10375 x 2 X2	-20750
		Subtotal F:	-20750

Delivery Date:	TBD	G. Total Purchase Price (D+E+F):	168,046

HGACBuy THE SMART PURCHASING SOLUTION

City Council Meeting

Item Number: 11

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING PURCHASE OF A LEDWELL WT4000 WATER TRUCK AND TANK FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $227,419.55 (DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution approving the purchase of one (1) Ledwell water truck with Ledwell water tank to be used by the Transportation Division from Kirby-Smith Machinery, Inc. through Buyboard Contract 685-22 for a cost of $227,419.55.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Garage Fund operating budget.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff is recommending the purchase of one (1) Ledwell water truck with Ledwell water tank to be used by the Transportation Division through Buyboard Contract 685-22. We are members of the Buyboard 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 truck will be used by City crews for dust control during road work and is a replacement to the fleet. Please see the attached memo from Manuel Eloy Salinas, Garage Superintendent, for additional information.

Therefore, please consider a resolution for the purchase of one (1) Ledwell water truck with Ledwell water tank to be used by the Transportation Division from Kirby-Smith Machinery, Inc. through Buyboard Contract 685-22 for a cost of $227,419.55.

Morris Williams Jr.

City Manager's Office

Fleet Services Division

INTEROFFICE MEMORANDUM

TO: Regina Stephenson

FROM: Manuel Eloy Salinas

SUBJECT: Buyboard Contract #685-22 Water Truck

DATE: 10/28/2024

Fleet Services is requesting the purchase of (1) one Water Truck. This new unit will be a replacement for an obsolete unit that we are no longer able to acquire any replacement parts because they are no longer available. The budgeted amount for FY2025 for (1) one Water Truck is $250,017. The purchasing amount of $227,419.55 is being offered through Buyboard Contract #685-22 for (1) one Ledwell 4000WT Water Truck from Kirby Smith Machinery, Inc.

Sincerely,

Manuel Eloy Salinas

City of Midland Superintendent

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PURCHASE OF A LEDWELL WT4000 WATER TRUCK AND TANK FROM KIRBY-SMITH MACHINERY, INC., THROUGH BUYBOARD FOR A TOTAL COST OF $227,419.55

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, Kirby-Smith Machinery, Inc., submitted a total cost of $227,419.55 for the purchase of a Ledwell WT4000 water truck and tank 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 Ledwell WT4000 water truck and tank to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of a Ledwell WT4000 water truck and tank from Kirby-Smith Machinery, Inc., 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 Ledwell WT4000 water truck and tank from Kirby-Smith Machinery, Inc., through Buyboard for a total cost of $227,419.55.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Kirby-Smith Machinery, Inc., $227,419.55 for said water truck and tank from funds available in the Garage Fund operating budget upon receipt of proper invoices or statements approved by the City Manager or his designee.

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

the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

10/22/2024
Quote #: swhitley-1353

Jesse Zamora
CITY OF MIDLAND
Po Box 1152
Midland, TX 79702

Dear Jesse Zamora:

We are pleased to quote the following for your consideration:
LEDWELL 4000WT 2025 model w/ 0 hours, Unit # WT25021, S/N WT25021.

The following Factory and Dealer Options are included in the package:

- **LEDWELL 4000WT 2025, 4,000 GALLON**
- **FREIGHTLINER M2106**
- **Cummins Model QSL9, Tier 4f / Stage V diesel, 6 cy**
- **Ledwell 4000 Gallon Tank**
- **DOT**
- **FET**

Additional Details:

Sales Price:	**$227,419.55**
Sub Total:	**$227,419.55**
Total Price:	**$227,419.55**

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

To be purchased through BuyBoard. Contract # 685-22

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Shelby Whitley
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 432-333-7000
Cell: 432-241-2915
Email: swhitley@kirby-smith.com

10/22/2024
Quote #: swhitley-1353

Jesse Zamora
CITY OF MIDLAND
Po Box 1152
Midland, TX 79702

Dear Jesse Zamora:

We are pleased to quote the following for your consideration:
LEDWELL 4000WT 2025 model w/ 0 hours, Unit # WT25021, S/N WT25021.

The following Factory and Dealer Options are included in the package:

- **LEDWELL 4000WT 2025, 4,000 GALLON**
- **FREIGHTLINER M2106**
- **Cummins Model QSL9, Tier 4f / Stage V diesel, 6 cy**
- **Ledwell 4000 Gallon Tank**
- **DOT**
- **FET**

Additional Details:

Sales Price:	**$227,419.55**
Sub Total:	**$227,419.55**
Total Price:	**$227,419.55**

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

To be purchased through BuyBoard. Contract # 685-22

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Shelby Whitley
Governmental Sales Rep
Kirby-Smith Machinery, Inc.
Phone: 432-333-7000
Cell: 432-241-2915
Email: swhitley@kirby-smith.com

25001603 Water Truck for Transportation

Current Water Truck

Unit 2628 1999 Water Truck

Replacement Water Truck

Ledwell Water Truck

City Council Meeting

Item Number: 12

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN CITY OF MIDLAND SERVICE CONTRACT #17002610 RELATING TO CONCESSION MANAGEMENT SERVICES FOR EVENTS HELD AT ASTOUND BROADBAND STADIUM (DISTRICT 4) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution authorizing the execution of an amendment to that certain City of Midland contract #17002610 relating to concession management services for events held at Astound Broadband Stadium.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is not required.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Resolution 2017-249 authorized the execution of a contract with the sole proposer, Midland Concessions, Inc. of Midland, Texas for the Concession services at the Scharbauer Sports Complex Football Stadium. The contract with Oakview Group for Concession Management Services at Astound Broadband Stadium will be amended to adjust the percentages paid to

Midland based on gross receipts, retroactive to September 13, 2024, due to increased labor and food costs since 2015. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for additional information.

Therefore, please consider a resolution authorizing the execution of an amendment to that certain City of Midland contract #17002610 relating to concession management services for events held at Astound Broadband Stadium.

City Manager's Office

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: October 29, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Astound Broadband Stadium Concessionaire– Amend Contract #17002610

Contract 17002610 with Oakview Group is currently in place to provide Concession Management Services for the City of Midland at the Astound Broadband Stadium.

The amendment to the existing contract will change the percentages paid to the City of Midland based on gross receipts, retroactive to September 13, 2024. The provider requested the adjustment in percentages based on higher labor and food costs since the origination of the contract in 2015.

The amendment will also add a section to the contract that spells out additional obligations of the provider (Oakview Group) and the City of Midland as noted:

Company's Additional Obligations

1. Provide XENIAL POS machine terminals at all point-of-sale locations.
2. Provide new equipment needed to improve concession services.
3. Provide for the presence of at least one (1) manager and one (1) assistant manager each event, and ensure that reasonably sufficient full-time and part-time staff is scheduled to work at each event.

City's Additional Obligations

1. Provide hardwired internet connectivity in the West Concession Stand and the North Concession Stand.
2. Provide Wi-Fi connectivity in all concession stands (i.e., North, East, South, and West) and within the concourse of the Stadium (for the benefit of the portables).
3. Provide for the installation of a reverse-osmosis water system in the West Concession Stand.

These obligations will ultimately result in improved services to customers.

Staff recommends an amendment to Contract 17002610 with Oakview Group.

No City of Midland funds will be expended in awarding this Concessionaire contract.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THAT CERTAIN CITY OF MIDLAND SERVICE CONTRACT #17002610 RELATING TO CONCESSION MANAGEMENT SERVICES FOR EVENTS HELD AT ASTOUND BROADBAND STADIUM

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of an amendment to that certain City of Midland Service Contract #17002610 dated as of September 13, 2017, and relating to concession management services for events held at Astound Broadband Stadium;

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 amendment to that certain City of Midland Service Contract #17002610 dated as of September 13, 2017, and relating to concession management services for events held at Astound Broadband Stadium. Said amendment shall be in form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed, on behalf of the City of Midland, to administer and enforce the terms of that certain City of Midland Service Contract #17002610 dated as of September 13, 2017, as amended.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS

_____
Laurie Williams, Parks and Recreation Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

AMENDMENT TO
CITY OF MIDLAND SERVICE CONTRACT #17002610

RECITALS

THIS AMENDMENT is made effective as of the 12th day of November, 2024, and amends that certain City of Midland Service Contract #17002610 (the "*Contract*") entered into on the 13th day of September, 2017 (the "*Effective Date*"), by and between the CITY OF MIDLAND ("*City*"), a home-rule municipal corporation, and DBH MIDLAND, LLC (successor in interest to Midland Concessions, Inc.) (the "*Company*").

WHEREAS, the City of Midland and Midland Concessions, Inc., executed the Contract whereby Midland Concessions, Inc., agreed to provide City with concession management services for the benefit of visitors to Astound Broadband Stadium; and

WHEREAS, DBH Midland, LLC, as successor in interest to Midland Concessions, Inc., has assumed all rights, responsibilities, and obligations of Midland Concessions, Inc., contained in the Contract; and

WHEREAS, the Contract has been in full force and effect since the Effective Date and has not been allowed to lapse; and

WHEREAS, City and Company desire to make certain amendments to the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual rights, covenants, and agreements contained herein, the parties hereby agree as follows:

1. Section 3.4.1 of the Proposal attached as an exhibit to the Contract shall be deleted and replaced with the following:

3.4.1 – RFP Cost Summary Percentage Fees

DBH Midland, LLC, offers the following pricing (percentage to the City of Midland) based on gross receipts that are net of sales tax:

Six percent (6%) of gross receipts up to $249,999.99;

Eight percent (8%) of gross receipts $250,000.00 - $349,999.99;

Thirteen percent (13%) of gross receipts $350,000.00 - $449,999.99;

Fourteen percent (14%) of gross receipts $450,000.00 - $549,999.99; and

Fifteen percent (15%) of gross receipts exceeding $549,999.99.

City and Company agree that the above fee schedule shall become effective as of September 13, 2024, and that Company shall be paid in accordance with

the fee schedule for all events that are scheduled on or after September 13, 2024.

2. A new Section 8.3.4 shall be added to the Proposal attached as an exhibit to the Contract, as set forth below:

8.3.4 – Additional Obligations

In addition to the parties' respective responsibilities and obligations contained in the Contract, Company and City hereby agree to assume and/or perform the following obligations/actions at each party's sole cost and expense:

Company's Additional Obligations

1. Provide XENIAL POS machine terminals at all point-of-sale locations.
2. Provide new equipment needed to improve concession services.
3. Provide for the presence of at least one (1) manager and one (1) assistant manager each event, and ensure that reasonably sufficient full-time and part-time staff is scheduled to work at each event.

City's Additional Obligations

1. Provide hardwired internet connectivity in the West Concession Stand and the North Concession Stand.
2. Provide Wi-Fi connectivity in all concession stands (i.e., North, East, South, and West) and within the concourse of the Stadium (for the benefit of the portables).
3. Provide for the installation of a reverse-osmosis water system in the West Concession Stand.

Company and City shall use commercially reasonable efforts observe their respective additional obligations under this section.

4. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Contract.
5. The Contract, inclusive of this Amendment, is hereby ratified and affirmed by the parties and the Contract shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

6. This Amendment may be executed by the parties hereto individually or in combination by one or more counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 12th day of November, 2024, by their duly-authorized representatives.

CITY OF MIDLAND

_____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Secretary

[Signature Page Follows]

DBH MIDLAND, LLC
successor in interest to
Midland Concessions, Inc.

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of DBH MIDLAND, LLC.

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

_____
Notary Public, State of _____

AMENDMENT TO
CITY OF MIDLAND SERVICE CONTRACT #17002610

RECITALS

THIS AMENDMENT is made effective as of the 12th day of November, 2024, and amends that certain City of Midland Service Contract #17002610 (the "*Contract*") entered into on the 13th day of September, 2017 (the "*Effective Date*"), by and between the CITY OF MIDLAND ("*City*"), a home-rule municipal corporation, and OAK VIEW GROUP (successor in interest to Midland Concessions, Inc.) (the "*Company*").

WHEREAS, the City of Midland and Midland Concessions, Inc., executed the Contract whereby Midland Concessions, Inc., agreed to provide City with concession management services for the benefit of visitors to Astound Broadband Stadium; and

WHEREAS, Oak View Group as successor in interest to Midland Concessions, Inc., has assumed all rights, responsibilities, and obligations of Midland Concessions, Inc., contained in the Contract; and

WHEREAS, the Contract has been in full force and effect since the Effective Date and has not been allowed to lapse; and

WHEREAS, City and Company desire to make certain amendments to the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual rights, covenants, and agreements contained herein, the parties hereby agree as follows:

1. Section 3.4.1 of the Proposal attached as an exhibit to the Contract shall be deleted and replaced with the following:

3.4.1 – RFP Cost Summary Percentage Fees

Oak View Group offers the following pricing (percentage to the City of Midland) based on gross receipts that are net of sales tax:

Six percent (6%) of gross receipts up to $249,999.99;

Eight percent (8%) of gross receipts $250,000.00 - $349,999.99;

Thirteen percent (13%) of gross receipts $350,000.00 - $449,999.99;

Fourteen percent (14%) of gross receipts $450,000.00 - $549,999.99; and

Fifteen percent (15%) of gross receipts exceeding $549,999.99.

City and Company agree that the above fee schedule shall become effective as of September 13, 2024, and that Company shall be paid in accordance with

the fee schedule for all events that are scheduled on or after September 13, 2024.

2. A new Section 8.3.4 shall be added to the Proposal attached as an exhibit to the Contract, as set forth below:

8.3.4 – Additional Obligations

In addition to the parties' respective responsibilities and obligations contained in the Contract, Company and City hereby agree to assume and/or perform the following obligations/actions at each party's sole cost and expense:

Company's Additional Obligations

1. Provide XENIAL POS machine terminals at all point-of-sale locations.
2. Provide new equipment needed to improve concession services.
3. Provide for the presence of at least one (1) manager and one (1) assistant manager each event, and ensure that reasonably sufficient full-time and part-time staff is scheduled to work at each event.

City's Additional Obligations

1. Provide hardwired internet connectivity in the West Concession Stand and the North Concession Stand.
2. Provide Wi-Fi connectivity in all concession stands (i.e., North, East, South, and West) and within the concourse of the Stadium (for the benefit of the portables).
3. Provide for the installation of a reverse-osmosis water system in the West Concession Stand.

Company and City shall use commercially reasonable efforts observe their respective additional obligations under this section.

4. All capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Contract.
5. The Contract, inclusive of this Amendment, is hereby ratified and affirmed by the parties and the Contract shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

6. This Amendment may be executed by the parties hereto individually or in combination by one or more counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 12th day of November, 2024, by their duly-authorized representatives.

CITY OF MIDLAND

_____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Secretary

[Signature Page Follows]

OAK VIEW GROUP
successor in interest to
Midland Concessions, Inc.

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of OAK VIEW GROUP.

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

_____
Notary Public, State of _____

CITY OF MIDLAND
SERVICE CONTRACT
#17002610

THIS CONTRACT, effective this 13th day of September, 2017, by and between the City of Midland, hereinafter referred to as the "CITY" and Midland Concessions, Inc., hereinafter referred to as the "COMPANY".

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

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

4.1. <u>INDEMNITY:</u> 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, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

4.2. 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.

4.3. 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.

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

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

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

6. The Initial term of this Contract shall be three (3) years. CITY shall have the right to extend the term of this Contract at two (2) year intervals, not to exceed eleven (11) years by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Within 30 days of written notification, COMPANY may decline the extension at their discretion. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

7. Prices for the extension of the Contract described in Paragraph 6 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

8. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

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

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

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

To CITY:	City of Midland
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Midland Concessions, Inc.
	5514 Champions Drive
	Midland, TX 79706

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

12. **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. 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. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law 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 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.

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

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

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

16. **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.

17. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, 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 WHICH 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.**

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 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 CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

19. **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 original and seven 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 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 City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request 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 the 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.

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

22. 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.

23. 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 CITY; 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 CITY and COMPANY,

its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. 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.

24. **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.

25. **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.

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

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. 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
Worker's 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 an occurrence basis.

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets

or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

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

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. COMPANY hereby verifies in accordance with Texas Government Code Section 2270.002 that COMPANY does not boycott Israel and will not boycott Israel during the term of this Contract.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: Jeff VonHolle

Title: Asst. GM

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this 23rd day of October, 2017 personally appeared, Jeff VonHolle, an officer of Midland Concessions, 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 23rd day of October, 2017.

NOTARY PUBLIC STATE OF TEXAS
ELOISA R GALVAN
My Commission Expires
May 30, 2019

_____
Notary Public, State of Texas

RFP 17002610

BEST AND FINAL OFFER

Concessions Management Services-Midland Football/Soccer Stadium

Thank you for the opportunity to bid on the concession management services for the City of Midland football/soccer stadium facility. Our company has operated concessions at Grande Communications Stadium since the opening of the facility in 2002. Our company has successfully operated events ranging from 50 to 15,000 fans. We have a core of employees on payroll that have concessions experience as they work year-round as members of our RockHounds staff. Our organization has a proven track record and we have provided excellent customer service from 2002 to date.

Enclosed in this packet is:

8.1 The RFP
8.2 The Cost Summary
8.3 Requested Attachments
8.3.1 References
8.3.2 Financial Information
8.3.3 Signed Execution of Offer

8.1 The RFP.

Midland Concessions, Inc, (dba. . Timeout Sports) understands and will comply with all detail in the RFP except for the following changes/additions.

3.1 Term Agreement

3.1.1 Term

We propose the initial term of the Agreement be a period of **three (3) years.**

3.1.2 Extension Term

We propose that either party may elect to extend the term of the Agreement, under the same terms and conditions for up to **two (2) years, not to exceed eleven (11) years total**.

3.3 Concessions rights and privileges:

3.3.1

The City of Midland Concessions will have the right to choose the soda beverage provider in consultation with the concessionaire.

3.3.2

Midland Concessions will have the right to use mobile vendors, hawkers and mobile carts inside the stadium.

3.3.7

On days in which Midland Concessions is expected to open concessions inside the stadium, there will be no other concession vendors approved to sell food/drink products in the parking lot or pavilion area.

3.4.1

RFP Cost Summary-Percentage Fees

Midland Concessions Inc. offers the following pricing (percentage to the City of Midland) based on gross receipts that are net of sales tax:

15 percent on all gross receipts up to $249,999
20 percent of the gross receipts over $250,000 & not exceeding $349,999
25 percent of the gross receipts over $350,000 & not exceeding-$449,999
30 percent of the gross receipts over $450,000 & not exceeding-$549,000
35 percent of the gross receipts over $550,000

3.4.3 Utilities

Midland Concessions, Inc. will also pay $4200 yearly in utility payments payable $350 monthly.

Midland Concessions will also maintain the following equipment at its own expense: (Vent Hoods, Walk-in coolers). This was the original equipment that Midland Concessions equipment purchased that became property of the City. Midland Concessions will also maintain a current ice machine and purchase a new ice machine and will give ownership of both machines to the City of Midland at the end of the agreement.

3.4.8 Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages
We propose this percentage to be the same percentages as in 3.4.1

3.8.1, 3.8.2, 3.8.3, 3.8.4

The City will make all structural repairs and improvements including repair of floors, walls, ceilings, lighting. Midland Concessions will make all repairs to its own equipment.

7.2.1, 7.2.2, 7.2.3,7.2.4, 7.2.5,7.2.6

Midland Concessions has a proven track record on the following:

Great service qualifications
Quality of concession goods
28 years in business
Cost of concession goods is an excellent value for customers
Funding percentage offers excellent value and upside as attendance increases
Four great references with many more available on request

RFP 17002610

Concessions Management Services-Midland Football/Soccer Stadium

Thank you for the opportunity to bid on the concession management services for the City of Midland football/soccer stadium facility. Our company has operated concessions at Grande Communications Stadium since the opening of the facility in 2002. Our company has successfully operated events ranging from 50 to 15,000 fans. We have a core of employees on payroll that have concessions experience as they work year-round as members of our RockHounds staff. Our organization has a proven track record and we have provided excellent customer service from 2002 to date.

Enclosed in this packet is:

8.1 The RFP
8.2 The Cost Summary
8.3 Requested Attachments
8.3.1 References
8.3.2 Financial Information
8.3.3 Signed Execution of Offer

8.1 The RFP.

Midland Concessions, Inc, (dba. . Timeout Sports) understands and will comply with all detail in the RFP except for the following changes/additions.

3.1 Term Agreement

3.1.1 Term

We propose the initial term of the Agreement be a period of **two (2) years.**

3.1.2 Extension Term

We propose that either party may elect to extend the term of the Agreement, under the same terms and conditions for up to **two (2) years.**

3.3 Concessions rights and privileges:

3.3.1

Midland Concessions will have the right to choose the soda beverage provider.

3.3.2

Midland Concessions will have the right to use mobile vendors, hawkers and mobile carts inside the stadium.

3.3.7

On days in which Midland Concessions is expected to open concessions inside the stadium, there will be no other concession vendors approved to sell or giveaway food/drink products in the parking lot or pavilion area. The only exception is that MISD will have the option to do two fundraiser BBQ's on two football games as this has been the rule for the past 15 years.

3.4.1

RFP Cost Summary-Percentage Fees

Midland Concessions Inc. offers the following pricing (percentage to the City of Midland) based on gross receipts that are net of sales tax:

15 percent on all gross receipts up to $249,999
20 percent of the gross receipts over $250,000 & not exceeding $349,999
25 percent of the gross receipts over $350,000 & not exceeding-$449,999
30 percent of the gross receipts over $450,000 & not exceeding-$549,000
35 percent of the gross receipts over $550,000

3.4.3 Utilities

Midland Concessions, Inc. will also pay up to $2500 in utility payments (metered specifically to the concessions stands) if requested by the City and metered by the City.

Midland Concessions will also maintain the following equipment at its own expense: (Vent Hoods, Walk-in coolers). This was the original equipment that Midland Concessions equipment purchased that became property of the City. Midland Concessions will also maintain a current ice machine and purchase a new ice machine and will give ownership of both machines to the City of Midland at the end of the agreement.

3.4.8 Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages
We propose this percentage to be the same percentages as in 3.4.1

3.8.1, 3.8.2, 3.8.3, 3.8.4

The City will make all structural repairs and improvements including repair of floors, walls, ceilings, lighting. Midland Concessions will make all repairs to its own equipment.

7.2.1, 7.2.2, 7.2.3,7.2.4, 7.2.5,7.2.6

Midland Concessions has a proven track record on the following:

Great service qualifications
Quality of concession goods
28 years in business
Cost of concession goods is an excellent value for customers
Funding percentage offers excellent value and upside as attendance increases
Four great references with many more available on request

8.2 The Cost Summary or Proposal Form

TIMEOUTS SPORTS PRICING

West

BEVERAGES

Small Soda/Tea	$ 3.00
Medium Soda/Tea	$ 3.75
Large Soda/Tea	$ 5.00
Bottle Water	$ 3.25
Bottle Soda	$ 3.75
Powerade	$ 3.75
Coffee/Hot Chocolate	$ 2.00

FOOD ITEMS

Hamburger	$ 4.50
Cheeseburger	$ 5.00
French Fries	$ 3.50
Hot Dog	$ 3.50
Chili Dog	$ 4.00
Jumbo Hot Dog	$ 4.50
Jumbo Chili Dog	$ 5.00
Corn Dog	$ 3.50
Frito Pie	$ 4.50
Nachos	$ 4.50
Peanuts	$ 2.75
Pretzel	$ 2.50
Pretzel Cheese	$ 0.50
Popcorn Tub	$ 4.25
Pickle	$ 2.00
Candy	$ 2.25
Chips	$ 2.25
Sunflower Seeds	$ 2.25
Cotton Candy	$ 3.25
Chick-Fil-A Sandwich	$ 4.25
Personal Domino's Pizza	$ 6.75

TIMEOUTS SPORTS PRICING

East

BEVERAGES		
Small Soda/Tea	$	3.00
Medium Soda/Tea	$	3.75
Large Soda/Tea	$	5.00
Bottle Water	$	3.25
Bottle Soda	$	3.75
Powerade	$	3.75
Coffee/Hot Chocolate	$	2.00
FOOD ITEMS		
Hamburger	$	4.50
Cheeseburger	$	5.00
Hot Dog	$	3.50
Chili Dog	$	4.00
Jumbo Hot Dog	$	4.50
Jumbo Chili Dog	$	5.00
Frito Pie	$	4.50
Nachos	$	4.50
Peanuts	$	2.75
Pretzel	$	2.50
Pretzel Cheese	$	0.50
Popcorn Tub	$	4.25
Pickle	$	2.00
Candy	$	2.25
Chips	$	2.25
Sunflower Seeds	$	2.25
Cotton Candy	$	3.25
Chick-Fil-A Sandwich	$	4.25
Personal Domino's Pizza	$	6.75

TIMEOUTS SPORTS PRICING

South

BEVERAGES		
Small Soda/Tea	$	3.00
Medium Soda/Tea	$	3.75
Large Soda/Tea	$	5.00
Bottle Water	$	3.25
Bottle Soda	$	3.75
Powerade	$	3.75
Coffee/Hot Chocolate	$	2.00
FOOD ITEMS		
Hot Dog	$	3.50
Chili Dog	$	4.00
Jumbo Hot Dog	$	4.50
Jumbo Chili Dog	$	5.00
Frito Pie	$	4.50
Nachos	$	4.50
Peanuts	$	2.75
Pretzel	$	2.50
Pretzel Cheese	$	0.50
Popcorn Tub	$	4.25
Pickle	$	2.00
Candy	$	2.25
Chips	$	2.25
Sunflower Seeds	$	2.25
Cotton Candy	$	3.25
Chick-Fil-A Sandwich	$	4.25
Personal Domino's Pizza	$	6.75

8.3.1 References

Steve Lawlis – Mayfield Paper
Steve Lawlis slawlis@mayfieldpaper.com
432-520-0491

Gracie Corralez
Gracie Corralez DAM116@co.midland.tx.us
432-688-4441

Karl Kovacich-Control Equipment
Karl Kovacich kkovacich@critexas.com

Bill Musar-Tierra
Bill Musar kmusar@seaboardoil.net
432-556-2388

8.3.2 Financial information

Midland Concessions has made 12 on time monthly payments for 15 straight years. The company has re-invested its resources into more equipment for the operation.

Midland Concessions had paid all vendors on time and have never missed a payment.

MCI has issued employees payroll checks on time for all 15 years as the City's concessionaire.

Attached please find the last five years of financial information.

8.3.3 Signed Execution of Offer

8.3.3

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: MIDLAND CONCESSIONS, INC

SIGNATURE (INK): Jeff VonHolle

NAME: (TYPED/PRINTED) JEFF VONHOLLE

TITLE: ASST. GM

STREET: 5514 CHAMPIONS DR.

CITY/STATE/ZIP: MIDLAND, TX 79706

TELEPHONE: 432-520-2255 FAX: _____

E-MAIL ADDRESS: jvonholle@midlandrockhounds.org

8.3.3

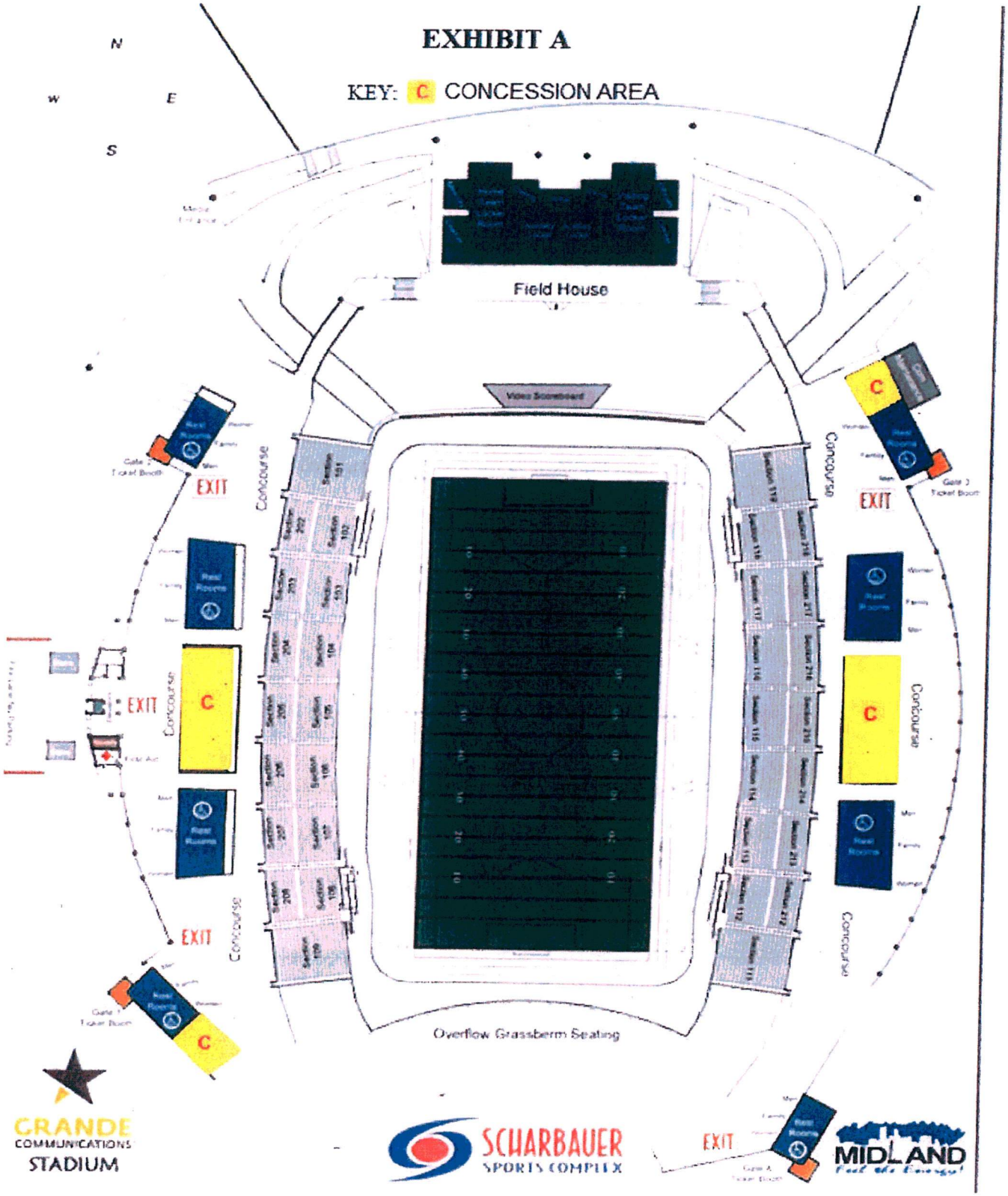
EXHIBIT A
KEY: C CONCESSION AREA
N
W
E
S
Field House
Video Scoreboard
EXIT
Concourse
C
Overflow Grassberm Seating
GRANDE
COMMUNICATIONS
STADIUM
SCHARBAUER
SPORTS COMPLEX
MIDLAND

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: June 29, 2017

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

Q1. As we go through the formal review process are there any past financials you can share with us based on current revenues?

A1. Total SSC Concessions:

Actual 2015-16	Budget 2016-17	2016-17 YTD
$39,362.48	$41,500.00	$23,062.14

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

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature — 7/14/17 Date

JEFF VONHOLLE
Please Print Above Name — 520-2255 Phone

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: June 29, 2017

The following changes have been made to the specifications.

RFP Opening date has been extended to July 19, 2017 at 2:00 p.m.

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

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature

7/14/17
Date

JEFF VONHOLLE
Please Print Above Name

520-2255
Phone

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: July 7, 2017

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

Q1. The RFP
What does this mean? What is needed?

A1. It means "the proposal" as defined by the company responding to the RFP. The company must submit a proposal for consideration as defined in the RFP.

Q2. The Cost Summary or Proposal
Does this mean the menu?

A2. Yes, the menu with the proposal prices that will be charged.

Q3. Requested Attachments
What exact attachments do you need?

A3. The attachments required in 8.3.1. 8.3.2. and 8.3.3.

Q4. Financial Information
What type of financial info?

A4. Financial info as defined in 6.3.2.1. through 6.3.2.4.

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

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature — 7/14/17 Date

JEFF VONHOLLE — 520-225-4 Phone
Please Print Above Name

Request for Proposals

RFP 17002610

for

Concession Management Services for the City of Midland Football/Soccer Stadium Facilities

Proposals for this requirement will be accepted until 2:00 P.M. on July 5, 2017

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 340
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 340 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. 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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SCHEDULE OF EVENTS

RFP 17002610

For

Concession Management Services for the City of Midland Football/Soccer Stadium Facilities

Event	Date*
RFP Released	June 16, 2017
Announcements distributed	June 16, 2017
Deadline for Receipt of Announcement/requests for RFP	N/A
Pre-proposal Conference	June 21, 2017
Cutoff Date for inquiries and clarification	June 26, 2017
Proposal Due Date	July 05, 2017
Notification of Vendor Interviews / Product Demonstrations	July 06, 2017
Present Recommendation to Council for Consideration (if BFO is NOT required)	N/A
Call for Best and Final Offers (if required)	N/A
Final Offer Due Date (if required)	N/A
Present Recommendation to Council for Consideration (if BFO is required)	July 11, 2017
Intended Date for Contract Award	July 11, 2017

*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 (Parks and Recreation Division) (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Concession Management Services for the City of Midland Football/Soccer Stadium Facilities as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

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 Scharbauer Sports Complex Football/Soccer Stadium, 5514 Champions Parkway on June 21, 2017 at 10:00 a.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
P.O. Box 115
Midland, TX 79702

OR

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. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.15. ALTERNATE PROPOSALS

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

1.16. SUBMITTING A SEALED PROPOSAL

1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original, 4 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.

1.16.1.2. 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.

1.16.2. Each Offeror who submits a proposal represents that:

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

1.16.2.2. 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.

1.16.2.3. 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.

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

1.16.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120 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.

1.17. 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;
B) 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.

1.18. BONDING REQUIREMENTS

N/A

1.19. 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.

1.20. SUBCONTRACTING

1.20.1. 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.

1.20.2. 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.

1.21. INSURANCE REQUIREMENTS

See Contract or Agreement

1.22. 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.

1.23. 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.

1.24. CONTRACT PROVISIONS AND TERMS

1.24.1. Contract Execution

1.24.1.1. 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.

1.24.2. Terms and Conditions

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

1.24.3. 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.

1.24.4. The initial contract(s) term is for a period of five (5) years. Renewals of the contract may then be made at three (3) year intervals, not to exceed a total of (11) eleven years, at the City's option.

1.24.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.24.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

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.

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.

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.

<u>WAIVER:</u> 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:

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

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

3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

4. AWARD OF THE CONTRACT.

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).

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

3.1. Term of Agreement

3.1.1. Term. Subject to earlier termination and cancellation as hereinafter provided, the term of this Agreement shall be for a period of five (5) years. This shall be referred to as the initial term.

3.1.2. Extension Term. Either party may elect to extend the term of the Agreement, under the same terms and conditions, for three (3) years upon written notice to the other party. This shall be referred to as the extension term. Said notice shall occur no later than 90 days prior to the expiration of the then current term of the Agreement. The party to whom such notice is given may accept or decline the extension within 30 days of the offer to extend. Failure of the party to whom such notice is given to respond to the offer within 30 days after receipt of the notice shall be considered a rejection of the offer.

3.2 PREMISES

3.2.1. Premises. The Concessionaire will operate the Concessions granted within the Premises indicated on Exhibit "A". The Premises include areas designated for storage and support as indicated in Exhibit "A". The two main concession areas shown are on Exhibit "A", to consist of approximately 2,000 square feet.

3.3 CONCESSION RIGHTS AND PRIVILEGES

3.3.1. Right to Sell. The Concessionaire has the right to sell to the public food and beverage items submitted in its proposal and such other Food and Beverage items as may be approved by the City. This right to sell food and beverage items includes the right to sell beer, provided, however, that beer shall not be sold at MISD events or UIL sponsored events and this right to sell beer is expressly limited to the confines of the Stadium. The City reserves the right to designate the soda beverage provider; however said provider shall be required to furnish all beverage-related menu boards, refrigerators and dispensers. The City reserves the right to permit beer sales by third parties in the pavilion and parking areas.

3.3.2. Right to Operate. The Concessionaire has the exclusive right to occupy, equip, furnish, operate and maintain food and beverage facilities in those portions of existing buildings at the Stadium shown in Exhibit "A", with the exception of mobile vendors such as hawkers, and mobile carts.

3.3.3. Right to Advertise/Promote Products. The Concessionaire has the right to advertise

brand-name products on its packaging and within the Premises only upon the written approval of the City Manager. Such approval may be withheld if, in the sole discretion of the City Manager, the advertising rights requested by the Concessionaire conflict with rights granted under the advertising concession agreement between the City and a third party.

3.3.4. Quiet-Enjoyment. The Concessionaire, upon payment of fees and charges as described in the contract, and upon observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully and quietly hold, use and enjoy the Premises during the term of this Agreement.

3.3.5. Ingress and Egress. The Concessionaire has the full and free right of ingress to and egress from the Premises.

3.3.6. Parking Facilities. The Concessionaire has the right to utilize vehicular parking facilities for the Concessionaire's employees in a manner and of a type similar or equal to that provided for employees in areas designated as employee parking.

3.3.7. Exclusivity. The Concessionaire's rights are exclusive inside the Stadium. However, the City may permit other concessionaires to operate in the parking and pavilion areas for City sponsored or sanctioned events. Further, the City may permit individuals or groups associated with the Midland Independent School District to operate concessions on the pavilion or the parking areas during football games, soccer games or other Midland Independent School District sponsored events.

3.3.8. Obligation to Operate at Specific Locations. The Concessionaire may occupy, equip, furnish, operate and maintain food and beverage facilities in those concession areas of the Stadium shown in Exhibit "A". These obligations shall be carried on solely and exclusively within the limits and confines of the above-described areas; subject, however, to the relocation to any such area as provided in Article IX.

3.3.9. Obligation to Operate at Specific Times and in a Specific Manner. The Concessionaire will provide food and beverage service for all Midland Independent School District football and soccer games and other University of Texas Interscholastic League sanctioned football and soccer games at the Stadium. The Concessionaire will take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under this Agreement. The Concessionaire must actively operate each food and beverage facility so as to best serve public needs.

3.3.10. Dispute with other Parties. In the event of a dispute between the Concessionaire and any other service provider as to the services to be offered or products to be sold, the Concessionaire will meet and confer with the Director of Community Services for the City and, if any parties to the dispute continue to disagree with the recommendation of the Director of Community Services for the City, the City Manager shall determine the services to be offered or products to be sold by each, and the Concessionaire will be bound by that

determination.

3.3.11. No Other Uses. The Concessionaire may not use nor permit the Premises to be used for any purpose other than that described in this Agreement except with the prior written consent of the City Manager.

3.3.12. Availability of Premises. The City will make the Premises indicated on Exhibit "A" available for the Concessionaire's operation and maintenance of food and beverage sales, subject to the City's right to reduce the number of concession areas.

3.4 FEES AND TIME OF PAYMENT

3.4.1. Percentage Fees. During the term of this Agreement, the Concessionaire will pay to the City percentage fees based on gross receipts as defined below:

A. The percentage fee shall be twenty percent (20%) of gross receipts.

B. The Concessionaire will not be required to pay the City a set minimum annual fee under this Agreement.

3.4.2. Five Year Adjustment. It is agreed and understood that pursuant to Article III, Section 1 (a) of the City's Charter, provision must be made herein for an adjustment of rentals at least once every five (5) years.

3.4.3. Utilities. Utilities, including electricity, gas and water, will be separately metered at the Concessionaire's expense, and will be invoiced directly to the Concessionaire. However this obligation of the Concessionaire to pay utilities will not exceed $10,000.

Any expense for utilities in excess of the above stated amounts per year shall be paid by the City. Prior to renewal of the contract, the parties will renegotiate the amount the Concessionaire will pay for utility expenses. In the renegotiations, the parties should consider among other factors the cost of power, the actual costs involved in providing utilities to the concession areas, and any adjustment in the consumer price index from the execution of this contract to December of the year preceding the renewal.

3.4.4. Method of Payment. The procedure for the payment of the fees and charges will be as follows:

A. Payment Location. All fees and charges payable pursuant to this Agreement shall be paid to the City of Midland Accounting Division at 300 N. Loraine, Midland, Midland County, Texas, unless otherwise specified by the City.

B. Due Date for Monthly Installments. The percentage fees to be paid by the Concessionaire to the City pursuant to this Agreement is payable in monthly installments throughout the term of this Agreement. Within ten (10) business days after the last day of each calendar month, the Concessionaire will pay the installment for the prior calendar month according to Subsection

C.

C. Method of Calculating Monthly Installments. The amount of the monthly installment payable for any given month will be calculated by applying the percentage fee rates set forth in Section 3.4.1.

D. Monthly Report. The Concessionaire must submit a monthly accounting of the gross receipts received by the Concessionaire under this Concession Agreement. Each monthly accounting shall be in such manner and detail and upon such forms as are mutually agreed upon by the parties. Each monthly report shall be due within 30 days of the last day of the month that the report covers.

3.4.5. Late Payment. Any payment not received by the due date shall accrue interest payable at the rate of 1.5% per month from the due date until paid in full.

3.4.6. Audit. Concessionaire agrees to maintain financial records pertaining to all obligations relative to this Agreement in accordance with standard accounting principles and procedures and to retain such records and supporting documents for a period of three years or, in the event of an audit by the City of those records, for three years after any audit findings are made. Concessionaire must permit the City to audit these records at any time, subject to forty-five (45) days advance written notice. This right of audit shall be limited to those records which relate to this Agreement only, and will not include any other records of Concessionaire such as personnel agreements, professional baseball agreements or player development contracts.

3.4.7. Gross Receipts Defined. "Gross Receipts" includes all receipts, whether by cash, on account, by check or credit card, collected or uncollected, derived by the Concessionaire as a result of its operation of the concession rights herein granted, without any exclusion whatsoever. Gross receipts include the sales revenues received or billed by the Concessionaire from the sale of food products and beverages, exclusive of alcohol sales as provided below, and other related services and products. Gross Receipts shall exclude revenues from the following:

A. Taxes. Retail sales taxes, excise taxes or related direct taxes on the consumer which are collected by the Concessionaire on such sales, provided all such taxes are properly accounted for and recorded.

B. Sale of Scrap, Equipment or Uniforms. Receipts from the sale of or the trade-in value of furniture or equipment used on the Premises, and owned by the Concessionaire; receipts from the sale at cost of uniforms/clothing to the Concessionaire's employees where such uniform/clothing are required to be worn by said employees.

C. Exchanges and Refunds from Suppliers. The value of any merchandise, supplies or equipment exchanged or transferred from or to other business locations of the Concessionaire, where such exchanges or transfers are not made for the purpose of avoiding a sale by the Concessionaire which would otherwise be made from or at the Premises.

D. Refunded Receipts. Receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by the Concessionaire, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit.

E. Employee Meals and Employee Discounts. The cost or value of free meals given to employees of the Concessionaire pursuant to such employees' employment contracts.

F. Supplier Discounts. The amount of any cash or quantity discounts received from sellers, suppliers or manufacture,

G. Tips. The amount of any gratuity paid or given by patrons or customers to employees of the Concessionaire.

H. Reimbursements. Receipts in the form of reimbursements from the Concessionaire's subcontractor(s) for any taxes, loan payments and/or license fees paid by the Concessionaire for or on behalf of such subcontractor.

3.4.8. Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages. In addition to the payment of the percentage fees set forth in Section 3.4, Concessionaire must pay to the City twenty percent (20%) of gross receipts derived from the sale of alcoholic beverages. These fees will be paid for each calendar month within ten (10) business days after the last day of that calendar month to the City of Midland Accounting Division at 300 N. Loraine, Midland, Midland County, Texas, unless otherwise specified by the City. The Concessionaire must submit an accounting of gross receipts from the sale of alcoholic beverages which complies with the provisions contained in Subsection D to Section 3.4.4.

3.5 Operating Standards

3.5.1. Concession Personnel. The Concessionaire will furnish prompt, courteous and efficient service and will ensure polite conduct and demeanor on the part of its representatives, agents and employees, collectively referred to herein as "personnel". The Concessionaire will employ or permit the employment of only such personnel as will assure a high standard of service to the public. All personnel must wear badges or other suitable means of identification at all times of employment. No personnel, while on or about the Premises, will use improper language, act in a loud, boisterous or otherwise improper way or be permitted to solicit business in an inappropriate manner.

3.5.2. Manager. The Concessionaire will select and appoint, subject to approval by the City Manager, a Manager of the Concessionaire's operations at the Stadium. Said Manager shall be assigned to an office at the Stadium where he or she shall ordinarily be available during regular business hours.

3.5.3. Hours of Operation. The Concessionaire must operate during those hours as are necessary to adequately serve the public demand, as said demand may be determined and re-determined by the City Manager.

A. Minimum Hours of Operation. The Concessionaire shall be obligated to operate the facilities one-half (l/2) hour prior to game time until the time of game's end for every game.

B. City Manager May Alter Hours. The City Manager may, with 24 hours notice to the Concessionaire, require earlier opening times or later closing times for any location. The Concessionaire must comply with such requirements. The City Manager may authorize a later opening or earlier closing time for any location, with adequate justification.

3.5.4. Food Services Plan and Menu. The Concessionaire must propose a food services plan which meets the criteria described by subsections A through E of this section. The Concessionaire's food service plan, prices and menu will be as the Concessionaire has proposed for each facility and the City Manager has approved. During the term, the Concessionaire may not make changes to the food services plan, menu or prices of any item on the approved menu without first obtaining the prior written approval of the City Manager.

A. Menu. The Concessionaire's proposed menu must include a description of each item. No menu will misrepresent quality, grade or weight of any item.

B. Publicly Displayed Menu. Prices for each item sold in each facility must be conspicuously displayed to the satisfaction of the City Manager or his designee as to information given, design, type, size, style, color, and all other specifics. The prices may not exceed the prices approved by the City Manager.

C. Amendments May Be Required. The City Manager may re-evaluate the selection of items during the term of this Agreement. The City Manager's determination that the selection offered is inadequate (in general or at any particular location), or that any price is deficient or excessive, or that the quality or quantity of any item is deficient, will be conclusive.

D. Quality of Foods and Beverages. All foods and beverages offered for sale by the Concessionaire must be of high quality, and comparable to first class food and beverage facilities of a similar type in the Midland area.

E. Prices. All food and beverage products offered for sale by the Concessionaire must be priced reasonably in comparison to like facilities serving similar products to the general public in the Midland area. What constitutes "like facilities" and "comparability of prices" will be determined solely by the City Manager.

3.5.5. Cash and Record Handling Requirements and Cash Registers. The Concessionaire will prepare a description of its cash handling and sales recording systems and equipment which must be submitted to the City Manager for approval. Such systems and equipment must be utilized by the Concessionaire in its operations at the Stadium. The Concessionaire shall accurately record each sale on a point of sale register mutually acceptable to the Concessionaire and the City Manager. Such register shall be non-resettable and sufficient to supply an accurate record of all sales on tape or otherwise. Such registers must have price displays which are visible to purchasers.

3.5.6. Prohibited Acts. The Concessionaire will not do or permit to be done anything specified in subsections A through G of this section. Specifically, it will not:

A. Interfere with Access. Do anything which may interfere with free access and passage in the Premises or the areas adjacent, or in the elevators, escalators, streets or sidewalks of the Stadium, or hinder police, firefighting or other emergency personnel in the discharge of their duties, or hinder access to utility, heating, ventilating or air-conditioning systems, or portions thereof, on or adjoining the Premises.

B. Interfere with Systems. Do anything which may interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions of these systems, on or adjoining the Premises (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) or interfere with the effectiveness of elevators or escalators in or adjoining the Premises, or overload any floor in the Premises.

C. Permit Smoking When Prohibited. Do anything contrary to the City's policy, or the City's ordinance, prohibiting smoking.

D. Install Unauthorized Locks. Place any additional lock of any kind upon any window or interior or exterior door in the Premises. Make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the Premises, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to the City Manager any and all keys to the interior or exterior doors on the Premises, whether said keys were furnished to or otherwise procured by the Concessionaire. In the event of the loss of any keys furnished by the City of Midland, the Concessionaire will pay the City, on demand, the cost for replacement key(s), and the cost of re-keying the City's locks.

E. Increase Liability. Do anything upon the Premises which will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by the City, covering the Premises, or the buildings in which the same are located or which, in the opinion of the City Manager, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If by reason of any failure on the part of the Concessionaire, after receipt of notice in writing from the City to comply with the provisions of this paragraph, the fire insurance rate on the Premises, or any part thereof, or on the buildings in which the same are located, are at any time higher than it normally would be, then the Concessionaire will pay the City, on demand, that part of all fire insurance premiums paid by the City which have been charged because of such violation or failure of the Concessionaire; provided, however, that nothing contained herein shall preclude the Concessionaire from bringing, keeping or using on or about the Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on business.

F. Permit Loitering or Lodging. Permit undue loitering on or about the Premises or use the Premises, or any part of, for lodging or sleeping purposes; or

G. Permit Unlawful Use. Use or allow the Premises to be used for any unlawful purpose.

3.5.7. Signs, Advertising & Displays. The Concessionaire will not erect, construct or place any sign, advertisement or display upon any portion of the Premises without first obtaining the prior written approval of the City Manager. The Concessionaire will not erect, construct or place any sign, advertisement or display outside the Premises. Upon the termination, cancellation or expiration of this Agreement, the Concessionaire must remove or paint out, any and all of its signs, advertising and displays as the City Manager may direct. If the Concessionaire fails to do so, the City may cause said work to be done and the Concessionaire will reimburse the City for the expense of such work.

3.5.8. Removal of Garbage and Refuse. The Concessionaire will strictly comply with all City of Midland rules and regulations regarding the disposition of trash and garbage, will regularly remove from the Premises to the garbage or refuse disposal area all rubbish, refuse and garbage and will remove the accumulation of all such material in said garbage or refuse disposal area at frequent intervals. Accumulation of trash, boxes, cartons, barrels or other similar items will not be permitted in any public area of the Stadium. The Concessionaire must not remove trash or garbage through spectator areas. The City will maintain garbage or refuse disposal areas for use by the Concessionaire.

3.5.9. Taxes. The Concessionaire will pay all taxes that may be levied or charged the Concessionaire for the use of the Premises, or upon the Concessionaire's improvements, fixtures, equipment or other property or upon the Concessionaire's operations.

3.5.10. Licenses and Permits. The Concessionaire must obtain and pay for all licenses and permits necessary or required by law for concession operations.

3.6 Additional Obligations of City

3.6.1. Maintenance of Public Areas. The City will maintain the public areas of the Stadium in good order and safe condition, and will maintain approaches to the Stadium and the public ways in a safe and usable condition at all times, subject to reasonable interruptions due to inclement weather.

3.7 Facilities

3.7.1. Facilities Provided by the City. The City will provide basic concession areas. The facilities include a concrete masonry unit or gypsum walls, sealed concrete floor and exposed structure ceilings, as well as general office level lighting and power outlets. The City will provide exterior signage. A separate electrical panel is provided to accommodate additional power requirements in the kitchen area. The City provides counter space at the serving windows with roll-down partitions, and an interior wall in each concession area. Each concession space is equipped with an electric hot water heater for hot water and a supply line for cold water. The concessions area includes specialized mechanical equipment, such as

exhaust fans, vent hoods, fans, and walk-in coolers. Display cabinets and shelving are in place. The City also furnishes floor drains. The Concessionaire accepts the Premises "as is".

3.7.2 Improvements by the Concessionaire. The Concessionaire must provide all improvements which are necessary to operate said concession to the satisfaction of the City, including all improvements proposed to be provided in its proposal to the City and accepted by the City. At a minimum, the Concessionaire is responsible for providing all concession equipment needed for the food preparation and service areas. The Concessionaire is solely responsible for food service equipment and other appurtenances required for a complete functioning concession area.

3.7.3. Proposed Improvements by Concessionaire. Prior to any construction and/or installation of improvements including furniture, furnishings, and equipment, the Concessionaire must first prepare an overall program including a time schedule for same, which will be subject to approval of the City Manager. Such schedule must include as a minimum the following phases: (1) Conceptual Design; (2) Design Development; (3) Construction Documents; (4) Plan Check and Permit; (5) Bid; (6) Construction; and (7) Date of Occupancy. The schedule must comply with the requirement for facilities to be operational upon commencement of any MISD games at the Stadium. The Concessionaire in not allowed to make any structural alterations to the ceilings, walls or floors of any permanent improvements which it constructs or installs in the concession areas without first obtaining the City Manager's written consent.

3.8 Maintenance and Repair

3.8.1. Maintenance and Repair. The Concessionaire must, at all times and at its expense, keep and maintain the Premises, including all structural and other improvements installed on the Premises together with all of its fixtures, plate and mirror glass, equipment and personal property, in good repair and in a clean and orderly condition and appearance and will keep the areas immediately adjacent to the exits and entrances to the Premises clean and orderly and free of obstructions.

3.8.2. Maintenance Program. The Concessionaire must maintain and repair all interior areas and surfaces of the Premises, including sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the Premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. The Concessionaire must establish an adequate preventive maintenance program and be subject to periodic review by the City Manager. Program must include the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and equipment. Regardless of the Concessionaire's compliance with its preventive maintenance program, the Concessionaire must clean such surfaces and equipment immediately upon being instructed to do so by the City Manager or by other governmental agencies having such authority.

3.8.3. Maintenance of Plumbing. The Concessionaire is responsible for the repair and maintenance of all plumbing within the Premises. The Concessionaire is responsible for all material that is deposited in the plumbing system from the Premises and for cleaning the grease traps within the Premises. The Concessionaire is responsible for the repair and

maintenance of all sewer lines within the Premises. The Concessionaire is responsible for the repair and maintenance of all water lines, hot and cold, within the Premises. If the Concessionaire fails to maintain the plumbing system or places liquid, grease, debris, etc. that results in stoppage or damage to the Stadium maintained plumbing, the Concessionaire will be billed for the cost thereof, plus fifteen (15%) percent for administrative overhead, to be paid by the Concessionaire to the City on demand.

3.8.4. City Repairs. In the event the Concessionaire fails to accomplish such nonstructural repairs, replacements, rebuilding, redecorating or painting required within a period often (10) days after written notice from the City so to do, or fails to diligently repair, replace, rebuild, redecorate or paint all the Premises required to be repaired, replaced, rebuilt, redecorated or painted by the Concessionaire pursuant to said schedule, the City may, at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such premises included in said notice, at cost of repairs, plus fifteen (15%) percent for administrative overhead, to be paid by the Concessionaire to the City on demand.

3.8.5. Right to Enter Premises. The City has the right to enter upon the Premises at all times to make such repairs, alterations and replacements as may, in the opinion of the City Manager, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the Premises new lines, pipes, mains, wires, conduits and equipment; provided, however, that such repair, alternations, replacement or construction shall not unreasonably interfere with the use of the Premises by the Concessionaire. However, nothing stated in this agreement relieves the Concessionaire of any obligation to maintain the concession areas and the improvement and utility facilities within the Premises.

3.8.6. Pest Control. The Concessionaire is solely responsible for a pest free environment within the Premises area by maintaining its own pest control services, in accordance with the most modern and effective control procedures. All materials used in pest control must conform to Federal, State and local laws and ordinances. All control substances utilized must be used with all precautions to reduce the possibility of accidents to humans, domestic animals and pets. Pests referenced above include, but are not limited to, cockroaches, ants, rodents, silverfish, earwigs, spiders, weevils and crickets. Whenever the City Manager deems that pest control services must be provided to a building or area that includes the Premises under this Agreement, the Concessionaire must pay for the costs of services provided for its premises under this Agreement.

3.9 Relocation

3.9.1. Relocation of Premises. The City may, by action of the City Manager, require the Concessionaire to relocate a given operation to a new location.

3.9.2. Finding is Required. 3.9.1. may only be implemented upon a finding by the City Manager that such relocation is necessary to its operation of the Stadium or to meet the demands of the public.

4. REQUIREMENTS

NOTE: Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank and leave the current record. The blank required fields shall be flagged for easy identification of the fields left blank.

Feature	Consumer cost per item	City %	Exception Detail
4.1. CONCESSION MANAGEMENT			
4.1.1. Scharbauer Sports Complex Football/Soccer Stadium Concessions			
4.1.1.1. Prepared Foods, List Below:	☐		
4.1.1.1.1.	☐		
4.1.1.1.2.	☐		
4.1.1.1.3.	☐		
4.1.1.1.4.	☐		
4.1.1.1.5.	☐		
4.1.1.1.6.	☐		
4.1.1.1.7.	☐		
4.1.1.1.8.	☐		
4.1.1.1.9.	☐		
4.1.1.1.10.	☐		
4.1.1.2. Prepackaged Foods, List Below:	☐		
4.1.1.2.1.	☐		
4.1.1.2.2.	☐		
4.1.1.2.3.	☐		
4.1.1.2.4.	☐		
4.1.1.2.5.	☐		
4.1.1.2.6.	☐		
4.1.1.2.7.	☐		
4.1.1.2.8.	☐		
4.1.1.2.9.	☐		
4.1.1.2.10.	☐		
4.1.1.3. Drinks, List Below:	☐		
4.1.1.3.1.	☐		
4.1.1.3.2.	☐		
4.1.1.3.3.	☐		
4.1.1.3.4.	☐		
4.1.1.3.5.	☐		
4.1.1.3.6.	☐		

4.1.1.3.7	☐	
4.1.1.3.8.	☐	
4.1.1.3.9.	☐	
4.1.1.3.10.	☐	
4.1.1.4. Other Items, List Below:	☐	
4.1.1.4.1.	☐	
4.1.1.4.2	☐	
4.1.1.4.3.	☐	
4.1.1.4.4.	☐	
4.1.1.4.5.	☐	
4.1.1.4.6.	☐	
4.1.1.4.7.	☐	
4.1.1.4.8.	☐	
4.1.1.4.9.	☐	
4.1.1.4.10.	☐	

5. NARRATIVE *(QUESTIONS FOR VENDORS IF ANY)*

6. VENDOR QUALIFICATIONS

6.1. 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.

6.2. 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.

6.3. 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):

6.3.1. References

6.3.1.1. 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.

6.3.1.2. These references should include City government and universities where the offeror,

preferably within the last three (3) years, has successfully completed concession management services.

6.3.2. Vendor Stability

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

6.3.2.2. Provide financial statements, preferably audited, for the 3 consecutive years immediately preceding the issuance of this RFP.

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

6.3.2.4. Offerors shall specify how long the company submitting the proposal has been in business (doing similar projects).

7. EVALUATION PROCESS

7.1. EVALUATION PROCEDURE

7.1.1. Committee Actions

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

7.1.1.2. 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.

7.1.1.3. 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.

7.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

7.2.1. Company Service Qualifications

7.2.2. Quality of concession goods to be provided

7.2.3. Years in concession business

7.2.4. Cost of concession goods to consumer analysis

7.2.5. Funding percentage allocation to City

7.2.6. Three references

8. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

8.1. THE RFP

8.2. THE COST SUMMARY OR PROPOSAL FORM

8.3. REQUESTED ATTACHMENTS

8.3.1. References

8.3.2. Financial Information

8.3.3. Signed Execution of Offer

9. 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: _____

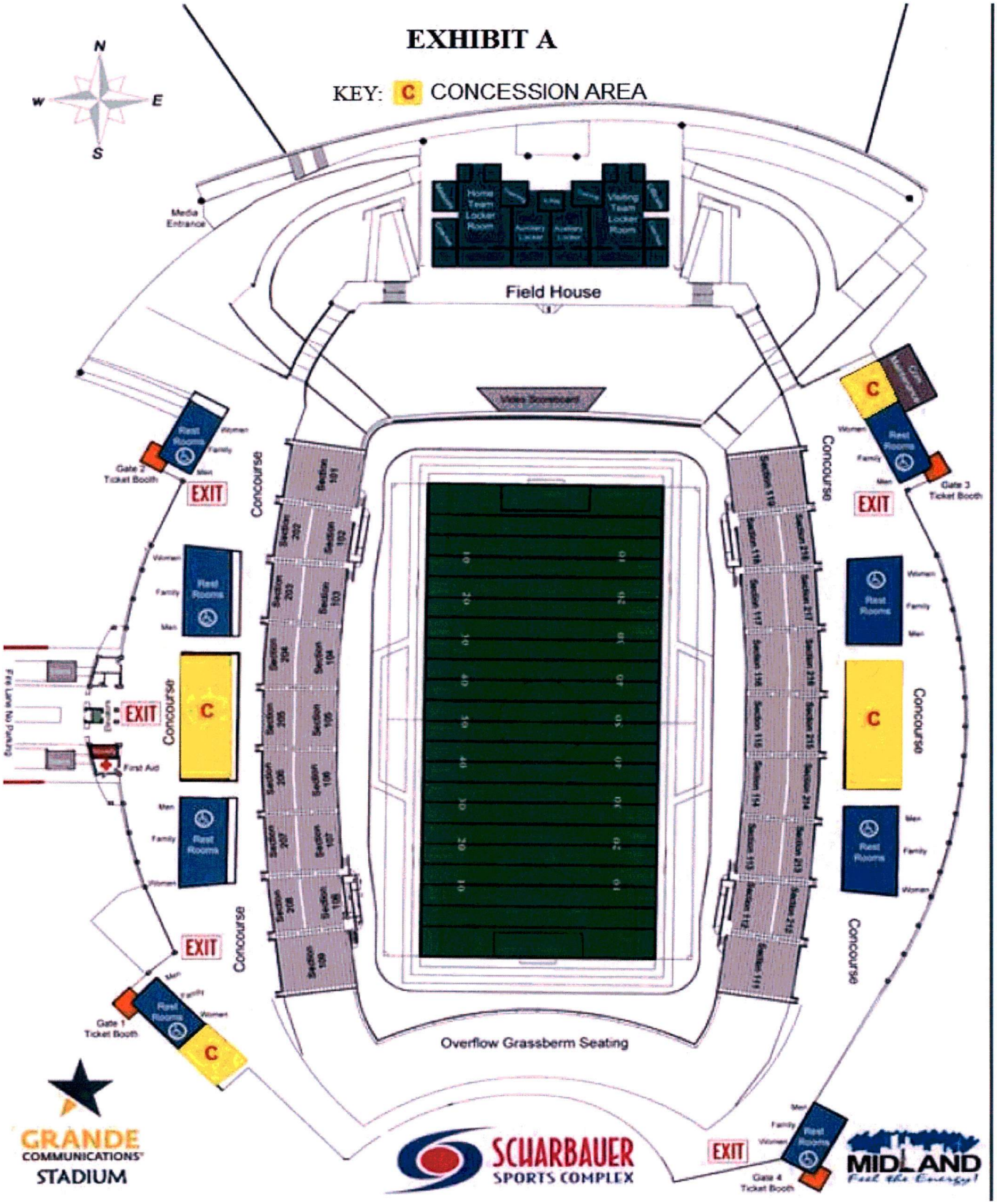


EXHIBIT A
KEY: C CONCESSION AREA
N
W
E
S
Media Entrance
Home Team Locker Room
Visiting Team Locker Room
Field House
Video Scoreboard
Gate 2 Ticket Booth
Gate 3 Ticket Booth
Gate 1 Ticket Booth
Gate 4 Ticket Booth
EXIT
Concourse
Rest Rooms
Women
Family
Men
First Aid
Overflow Grassberm Seating
GRANDE COMMUNICATIONS STADIUM
SCHARBAUER SPORTS COMPLEX
MIDLAND

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____ _____

Signature of vendor doing business with the governmental entity Date

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted through the City of Midland's Vendor Self Service on forms and in format provided.

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

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

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

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

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

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

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

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

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

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

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

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

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

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

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

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

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

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

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

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

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

23. **INSURANCE –**

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

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

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES,

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY**.

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

35. FEDERAL WAGE REQUIREMENTS - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this agreement, to which the parties to this agreement have agreed to be bound.

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

RESOLUTION NO. 2017-249

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE SOLE PROPOSER, MIDLAND CONCESSIONS, INC., OF MIDLAND, TEXAS, FOR CONCESSION SERVICES AT THE SCHARBAUER SPORTS COMPLEX FOOTBALL STADIUM; UNDER SAID CONTRACT, THE CITY WILL RECEIVE ANNUAL RECEIPTS IN THE AMOUNT OF FIFTEEN PERCENT (15%) OF GROSS SALES UP TO $249,999.00, TWENTY PERCENT (20%) OF GROSS SALES FROM $250,000.00 TO $349,999.00, TWENTY-FIVE PERCENT (25%) OF GROSS SALES FROM $350,000.00 TO $449,999.00, THIRTY PERCENT (30%) OF GROSS SALES FROM $450,000.00 TO $549,999.00, AND THIRTY-FIVE PERCENT (35%) OF GROSS SALES OVER $550,000.00

WHEREAS, the City Manager issued a request for proposals for concession services at the Scharbauer Sports Complex Football Stadium for the Community Services Department; and

WHEREAS, Bid No. 17002610 was opened on July 19, 2017, with the sole proposal being submitted by Midland Concessions, Inc., of Midland, Texas, proposing that the City will receive annual receipts in the amount of fifteen percent (15%) of gross sales up to $249,999.00, twenty percent (20%) of gross sales from $250,000.00 to $349,999.00, twenty-five percent (25%) of gross sales from $350,000.00 to $449,999.00, thirty percent (30%) of gross sales from $450,000.00 to $549,999.00, and thirty-five percent (35%) of gross sales over $550,000.00, as shown on the tabulation sheet attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Midland Concessions, Inc., for concession services at the Scharbauer Sports Complex Football Stadium for the Community Services Department;

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

THAT the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for concession

services at the Scharbauer Sports Complex Football Stadium with Midland Concessions, Inc., said contract being attached hereto as Exhibit "B" and incorporated herein for all purposes.

On motion of Council member Lacy, seconded by Council member Love, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 12th day of September, A.D., 2017, by the following vote:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy

Council members voting "NAY": None

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

Fred Reyes, General Services Director

Tina Jauz, Director of Community Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

12. **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. 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. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law 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 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.

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

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

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

16. **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.

17. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, 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 WHICH 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.**

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 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 CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

19. 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 original and seven 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 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 City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request 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 the 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.

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

22. 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.

23. 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 CITY; 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 CITY and COMPANY,

its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 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. 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.

24. **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.

25. **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.

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

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. 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
Worker's 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 an occurrence basis.

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets

or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

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

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.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Midland Concessions, 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 Texas

RFP 17002610

BEST AND FINAL OFFER

Concessions Management Services-Midland Football/Soccer Stadium

Thank you for the opportunity to bid on the concession management services for the City of Midland football/soccer stadium facility. Our company has operated concessions at Grande Communications Stadium since the opening of the facility in 2002. Our company has successfully operated events ranging from 50 to 15,000 fans. We have a core of employees on payroll that have concessions experience as they work year-round as members of our RockHounds staff. Our organization has a proven track record and we have provided excellent customer service from 2002 to date.

Enclosed in this packet is:

8.1 The RFP
8.2 The Cost Summary
8.3 Requested Attachments
8.3.1 References
8.3.2 Financial Information
8.3.3 Signed Execution of Offer

8.1 The RFP.

Midland Concessions, Inc, (dba. . Timeout Sports) understands and will comply with all detail in the RFP except for the following changes/additions.

3.1 Term Agreement

3.1.1 Term

We propose the initial term of the Agreement be a period of **three (3) years.**

3.1.2 Extension Term

We propose that either party may elect to extend the term of the Agreement, under the same terms and conditions for up to **two (2) years, not to exceed eleven (11) years total.**

3.3 Concessions rights and privileges:

3.3.1

The City of Midland Concessions will have the right to choose the soda beverage provider in consultation with the concessionaire.

3.3.2

Midland Concessions will have the right to use mobile vendors, hawkers and mobile carts inside the stadium.

3.3.7

On days in which Midland Concessions is expected to open concessions inside the stadium, there will be no other concession vendors approved to sell food/drink products in the parking lot or pavilion area.

3.4.1

RFP Cost Summary-Percentage Fees

Midland Concessions Inc. offers the following pricing (percentage to the City of Midland) based on gross receipts that are net of sales tax:

15 percent on all gross receipts up to $249,999
20 percent of the gross receipts over $250,000 & not exceeding $349,999
25 percent of the gross receipts over $350,000 & not exceeding-$449,999
30 percent of the gross receipts over $450,000 & not exceeding-$549,000
35 percent of the gross receipts over $550,000

3.4.3 Utilities

Midland Concessions, Inc. will also pay $4200 yearly in utility payments payable $350 monthly.

Midland Concessions will also maintain the following equipment at its own expense: (Vent Hoods, Walk-in coolers). This was the original equipment that Midland Concessions equipment purchased that became property of the City. Midland Concessions will also maintain a current ice machine and purchase a new ice machine and will give ownership of both machines to the City of Midland at the end of the agreement.

3.4.8 Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages
We propose this percentage to be the same percentages as in 3.4.1

3.8.1, 3.8.2, 3.8.3, 3.8.4

The City will make all structural repairs and improvements including repair of floors, walls, ceilings, lighting. Midland Concessions will make all repairs to its own equipment.

7.2.1, 7.2.2, 7.2.3,7.2.4, 7.2.5,7.2.6

Midland Concessions has a proven track record on the following:

Great service qualifications
Quality of concession goods
28 years in business
Cost of concession goods is an excellent value for customers
Funding percentage offers excellent value and upside as attendance increases
Four great references with many more available on request

RFP 17002610

Concessions Management Services-Midland Football/Soccer Stadium

Thank you for the opportunity to bid on the concession management services for the City of Midland football/soccer stadium facility. Our company has operated concessions at Grande Communications Stadium since the opening of the facility in 2002. Our company has successfully operated events ranging from 50 to 15,000 fans. We have a core of employees on payroll that have concessions experience as they work year-round as members of our RockHounds staff. Our organization has a proven track record and we have provided excellent customer service from 2002 to date.

Enclosed in this packet is:

8.1 The RFP
8.2 The Cost Summary
8.3 Requested Attachments
8.3.1 References
8.3.2 Financial Information
8.3.3 Signed Execution of Offer

8.1 The RFP.

Midland Concessions, Inc, (dba.. Timeout Sports) understands and will comply with all detail in the RFP except for the following changes/additions.

3.1 Term Agreement

3.1.1 Term

We propose the initial term of the Agreement be a period of **two (2) years.**

3.1.2 Extension Term

We propose that either party may elect to extend the term of the Agreement, under the same terms and conditions for up to **two (2) years.**

3.3 Concessions rights and privileges:

3.3.1

Midland Concessions will have the right to choose the soda beverage provider.

3.3.2

Midland Concessions will have the right to use mobile vendors, hawkers and mobile carts inside the stadium.

3.3.7

On days in which Midland Concessions is expected to open concessions inside the stadium, there will be no other concession vendors approved to sell or giveaway food/drink products in the parking lot or pavilion area. The only exception is that MISD will have the option to do two fundraiser BBQ's on two football games as this has been the rule for the past 15 years.

3.4.1

RFP Cost Summary-Percentage Fees

Midland Concessions Inc. offers the following pricing (percentage to the City of Midland) based on gross receipts that are net of sales tax:

15 percent on all gross receipts up to $249,999
20 percent of the gross receipts over $250,000 & not exceeding $349,999
25 percent of the gross receipts over $350,000 & not exceeding-$449,999
30 percent of the gross receipts over $450,000 & not exceeding-$549,000
35 percent of the gross receipts over $550,000

3.4.3 Utilities

Midland Concessions, Inc. will also pay up to $2500 in utility payments (metered specifically to the concessions stands) if requested by the City and metered by the City.

Midland Concessions will also maintain the following equipment at its own expense: (Vent Hoods, Walk-in coolers). This was the original equipment that Midland Concessions equipment purchased that became property of the City. Midland Concessions will also maintain a current ice machine and purchase a new ice machine and will give ownership of both machines to the City of Midland at the end of the agreement.

3.4.8 Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages
We propose this percentage to be the same percentages as in 3.4.1

3.8.1, 3.8.2, 3.8.3, 3.8.4

The City will make all structural repairs and improvements including repair of floors, walls, ceilings, lighting. Midland Concessions will make all repairs to its own equipment.

7.2.1, 7.2.2, 7.2.3,7.2.4, 7.2.5,7.2.6

Midland Concessions has a proven track record on the following:

Great service qualifications
Quality of concession goods
28 years in business
Cost of concession goods is an excellent value for customers
Funding percentage offers excellent value and upside as attendance increases
Four great references with many more available on request

8.2 The Cost Summary or Proposal Form

TIMEOUTS SPORTS PRICING

West

BEVERAGES	
Small Soda/Tea	$ 3.00
Medium Soda/Tea	$ 3.75
Large Soda/Tea	$ 5.00
Bottle Water	$ 3.25
Bottle Soda	$ 3.75
Powerade	$ 3.75
Coffee/Hot Chocolate	$ 2.00

FOOD ITEMS	
Hamburger	$ 4.50
Cheeseburger	$ 5.00
French Fries	$ 3.50
Hot Dog	$ 3.50
Chili Dog	$ 4.00
Jumbo Hot Dog	$ 4.50
Jumbo Chili Dog	$ 5.00
Corn Dog	$ 3.50
Frito Pie	$ 4.50
Nachos	$ 4.50
Peanuts	$ 2.75
Pretzel	$ 2.50
Pretzel Cheese	$ 0.50
Popcorn Tub	$ 4.25
Pickle	$ 2.00
Candy	$ 2.25
Chips	$ 2.25
Sunflower Seeds	$ 2.25
Cotton Candy	$ 3.25
Chick-Fil-A Sandwich	$ 4.25
Personal Domino's Pizza	$ 6.75

TIMEOUTS SPORTS PRICING

East

BEVERAGES		
Small Soda/Tea	$	3.00
Medium Soda/Tea	$	3.75
Large Soda/Tea	$	5.00
Bottle Water	$	3.25
Bottle Soda	$	3.75
Powerade	$	3.75
Coffee/Hot Chocolate	$	2.00
FOOD ITEMS		
Hamburger	$	4.50
Cheeseburger	$	5.00
Hot Dog	$	3.50
Chili Dog	$	4.00
Jumbo Hot Dog	$	4.50
Jumbo Chili Dog	$	5.00
Frito Pie	$	4.50
Nachos	$	4.50
Peanuts	$	2.75
Pretzel	$	2.50
Pretzel Cheese	$	0.50
Popcorn Tub	$	4.25
Pickle	$	2.00
Candy	$	2.25
Chips	$	2.25
Sunflower Seeds	$	2.25
Cotton Candy	$	3.25
Chick-Fil-A Sandwich	$	4.25
Personal Domino's Pizza	$	6.75

TIMEOUTS SPORTS PRICING

South

BEVERAGES		
Small Soda/Tea	$	3.00
Medium Soda/Tea	$	3.75
Large Soda/Tea	$	5.00
Bottle Water	$	3.25
Bottle Soda	$	3.75
Powerade	$	3.75
Coffee/Hot Chocolate	$	2.00
FOOD ITEMS		
Hot Dog	$	3.50
Chili Dog	$	4.00
Jumbo Hot Dog	$	4.50
Jumbo Chili Dog	$	5.00
Frito Pie	$	4.50
Nachos	$	4.50
Peanuts	$	2.75
Pretzel	$	2.50
Pretzel Cheese	$	0.50
Popcorn Tub	$	4.25
Pickle	$	2.00
Candy	$	2.25
Chips	$	2.25
Sunflower Seeds	$	2.25
Cotton Candy	$	3.25
Chick-Fil-A Sandwich	$	4.25
Personal Domino's Pizza	$	6.75

8.3.1 References

Steve Lawlis – Mayfield Paper
Steve Lawlis slawlis@mayfieldpaper.com
432-520-0491

Gracie Corralez
Gracie Corralez DAM116@co.midland.tx.us
432-688-4441

Karl Kovacich-Control Equipment
Karl Kovacich kkovacich@critexas.com

Bill Musar-Tierra
Bill Musar kmusar@seaboardoil.net
432-556-2388

8.3.2 Financial information

Midland Concessions has made 12 on time monthly payments for 15 straight years. The company has re-invested its resources into more equipment for the operation.

Midland Concessions had paid all vendors on time and have never missed a payment.

MCI has issued employees payroll checks on time for all 15 years as the City's concessionaire.

Attached please find the last five years of financial information.

8.3.3 Signed Execution of Offer

Tabulation
RFP 17002610
Concessions at Football/Soccer Stadium at Scharbauer Sports Complex

Opening Date: July 19, 2017

Sole proposal was received from:

Midland Concessions, Inc.
5514 Champions Drive
Midland, TX 79706
Jeff Vonholle
432-520-2255

Percentage to the City of Midland based on gross receipts, net of sales tax:

15 percent on all gross receipts up to	$249,999
20 percent of the gross receipts over	$250,000 & not exceeding $349,999
25 percent of the gross receipts over	$350,000 & not exceeding $449,999
30 percent of the gross receipts over	$450,000 & not exceeding $549,000
35 percent of the gross receipts over	$550,000

Percentage Fee on Gross Receipts from Sale of Alcoholic Beverages:
Same as above

Utilities:
Midland Concessions, Inc. will also pay $4,200 in utility payments, payable monthly.

See attached Price List for Beverage and Food Item Costs.

EXHIBIT A

8.3.3

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: MIDCAN CONCESSIONS, INC

SIGNATURE (INK): Jeff VanHolle

NAME: (TYPED/PRINTED) JEFF VONHOLLE

TITLE: ASST. GM

STREET: 5514 CHAMPIONS DR.

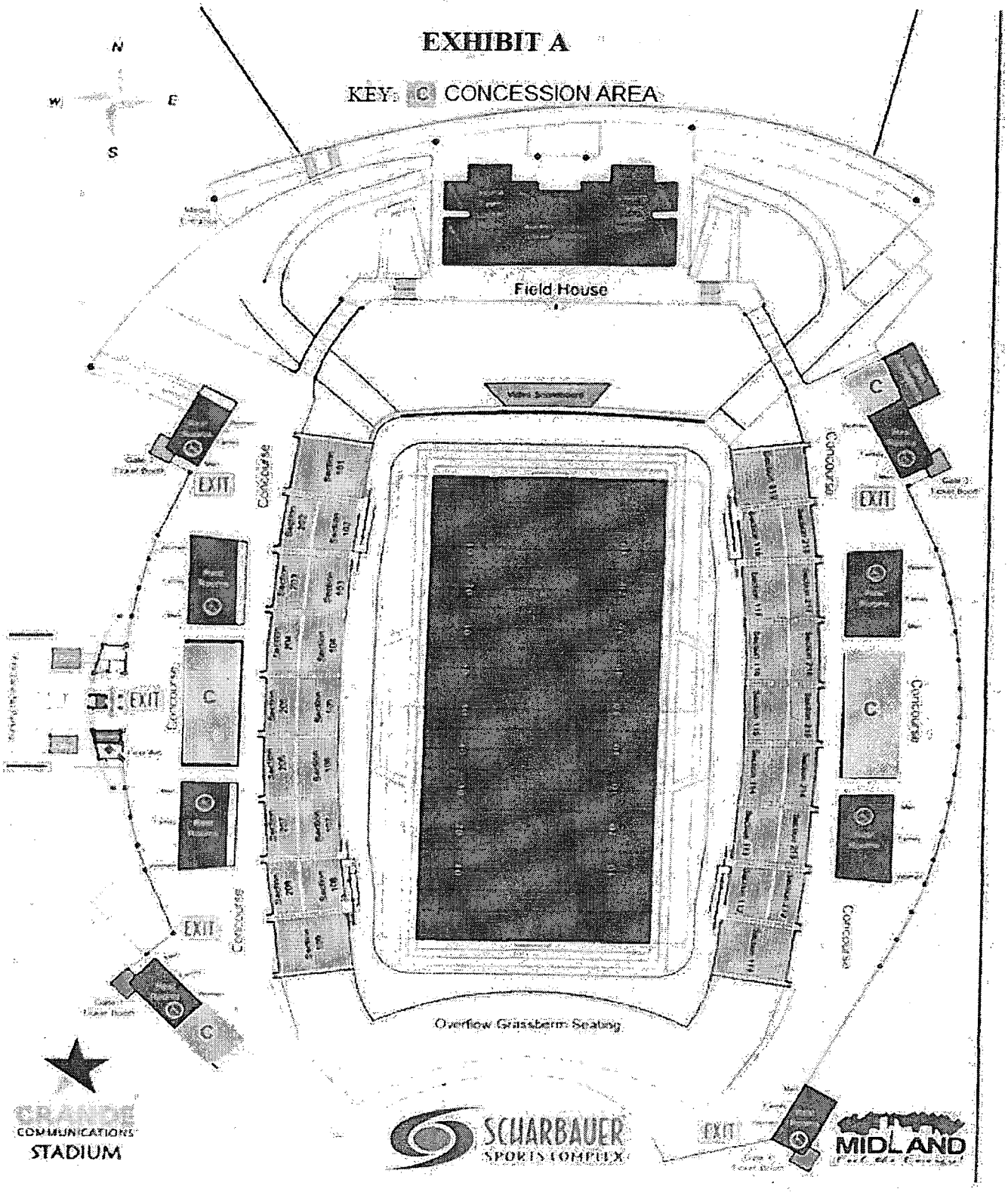
CITY/STATE/ZIP: MIDLAND, TX 79706

TELEPHONE: 432-520-2255 FAX: ____

E-MAIL ADDRESS: jvonholle@midlandrockhounds.org

8.3.3

EXHIBIT A



CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: June 29, 2017

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

Q1. As we go through the formal review process are there any past financials you can share with us based on current revenues?

A1. (Total) SSC Concessions:

Actual 2015-16	Budget 2016-17	2016-17 YTD
$39,362.48	$41,500.00	$23,062.14

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

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature — 7/14/17 Date

JEFF VONHOLTE — 520-2255
Please Print Above Name — Phone

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: June 29, 2017

The following changes have been made to the specifications.

RFP Opening date has been extended to July 19, 2017 at 2:00 p.m.

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

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature

7/14/17
Date

JEFF VONHOLLE
Please Print Above Name

520-2255
Phone

CITY OF MIDLAND

ADDENDUM

BID # 17002610

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: July 7, 2017

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

Q1. The RFP
What does this mean? What is needed?

A1. It means "the proposal" as defined by the company responding to the RFP. The company must submit a proposal for consideration as defined in the RFP.

Q2. The Cost Summary or Proposal
Does this mean the menu?

A2. Yes, the menu with the proposal prices that will be charged.

Q3. Requested Attachments
What exact attachments do you need?

A3. The attachments required in 8.3.1. 8.3.2. and 8.3.3.

Q4. Financial Information
What type of financial info?

A4. Financial info as defined in 6.3.2.1. through 6.3.2.4.

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

All other terms and conditions shall remain the same.

MIDLAND CONCESSIONS, INC
Company Name

Bidder Authorized Signature

7/14/17
Date

JEFF VONHOLTE
Please Print Above Name

520-225-4
Phone

Request for Proposals

RFP 17002610

for

Concession Management Services for the City of Midland Football/Soccer Stadium Facilities

Proposals for this requirement will be accepted until 2:00 P.M. on July 5, 2017

Proposals May be Mailed or Delivered to:

City Secretary
City of Midland
Suite 340
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 340 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. 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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SCHEDULE OF EVENTS

RFP 17002610

For

Concession Management Services for the City of Midland Football/Soccer Stadium Facilities

Event	Date*
RFP Released	June 16, 2017
Announcements distributed	June 16, 2017
Deadline for Receipt of Announcement/requests for RFP	N/A
Pre-proposal Conference	June 21, 2017
Cutoff Date for inquiries and clarification	June 26, 2017
Proposal Due Date	July 05, 2017
Notification of Vendor Interviews / Product Demonstrations	July 06, 2017
Present Recommendation to Council for Consideration (if BFO is NOT required)	N/A
Call for Best and Final Offers (if required)	N/A
Final Offer Due Date (if required)	N/A
Present Recommendation to Council for Consideration (if BFO is required)	July 11, 2017
Intended Date for Contract Award	July 11, 2017

*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.

2017-249

City Council Agenda

APPROVED

Approved for Agenda:
rwpatrick
City Manager's Office

MEETING DATE: 9/12/2017

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution awarding a contract for Concession Services at the Scharbauer Sports Complex Football/Soccer Stadium for the Community Services Department.

Purpose:

Approval of a resolution awarding a contract for Concession Services at the Scharbauer Sports Complex Football/Soccer Stadium.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City of Midland funds will be expended for this award.

Discussion:

Resolution 2017-143 authorized the issuance of a request for proposals for concession services at the Scharbauer Sports Complex Football/Soccer Stadium. Six (6) request for proposals were issued. A sole proposal was submitted by Midland Concessions, Inc. Staff requested a best and final offer and recommends accepting the proposal along with the best and final offer received from Midland Concessions, Inc. of Midland, Texas. Please see the attached memo from Tina Jauz, Community Services Director, for additional information.

Therefore, please consider a resolution awarding a contract for Concession Services at the Scharbauer Sports Complex Football/Soccer Stadium to Midland Concessions, Inc. of Midland, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (Parks and Recreation Division) (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for Concession Management Services for the City of Midland Football/Soccer Stadium Facilities as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

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 Scharbauer Sports Complex Football/Soccer Stadium, 5514 Champions Parkway on June 21, 2017 at 10:00 a.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
P.O. Box 115
Midland, TX 79702

OR

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. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.15. ALTERNATE PROPOSALS

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

1.16. SUBMITTING A SEALED PROPOSAL

1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original, 4 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.

1.16.1.2. 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.

1.16.2. Each Offeror who submits a proposal represents that:

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

1.16.2.2. 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.

1.16.2.3. 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.

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

1.16.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120 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.

1.17. 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;

B) 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.

1.18. BONDING REQUIREMENTS

N/A

1.19. 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.

1.20. SUBCONTRACTING

1.20.1. 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.

1.20.2. 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.

1.21. INSURANCE REQUIREMENTS

See Contract or Agreement

1.22. 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.

1.23. 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.

1.24. CONTRACT PROVISIONS AND TERMS

1.24.1. Contract Execution

1.24.1.1. 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.

1.24.2. Terms and Conditions

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

1.24.3. 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.

1.24.4. The initial contract(s) term is for a period of five (5) years. Renewals of the contract may then be made at three (3) year intervals, not to exceed a total of (11) eleven years, at the City's option.

1.24.5. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.24.6. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVERS:

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.

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.

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.

<u>WAIVER:</u> 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:

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

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

3. ACCEPTANCE OR REJECTION OF ANY PROPOSALS; OR

4. AWARD OF THE CONTRACT.

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).

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

3.1. Term of Agreement

3.1.1. Term. Subject to earlier termination and cancellation as hereinafter provided, the term of this Agreement shall be for a period of five (5) years. This shall be referred to as the initial term.

3.1.2. Extension Term. Either party may elect to extend the term of the Agreement, under the same terms and conditions, for three (3) years upon written notice to the other party. This shall be referred to as the extension term. Said notice shall occur no later than 90 days prior to the expiration of the then current term of the Agreement. The party to whom such notice is given may accept or decline the extension within 30 days of the offer to extend. Failure of the party to whom such notice is given to respond to the offer within 30 days after receipt of the notice shall be considered a rejection of the offer.

3.2 PREMISES

3.2.1. Premises. The Concessionaire will operate the Concessions granted within the Premises indicated on Exhibit "A". The Premises include areas designated for storage and support as indicated in Exhibit "A". The two main concession areas shown are on Exhibit "A", to consist of approximately 2,000 square feet.

3.3 CONCESSION RIGHTS AND PRIVILEGES

3.3.1. Right to Sell. The Concessionaire has the right to sell to the public food and beverage items submitted in its proposal and such other Food and Beverage items as may be approved by the City. This right to sell food and beverage items includes the right to sell beer, provided, however, that beer shall not be sold at MISD events or UIL sponsored events and this right to sell beer is expressly limited to the confines of the Stadium. The City reserves the right to designate the soda beverage provider; however said provider shall be required to furnish all beverage-related menu boards, refrigerators and dispensers. The City reserves the right to permit beer sales by third parties in the pavilion and parking areas.

3.3.2. Right to Operate. The Concessionaire has the exclusive right to occupy, equip, furnish, operate and maintain food and beverage facilities in those portions of existing buildings at the Stadium shown in Exhibit "A", with the exception of mobile vendors such as hawkers, and mobile carts.

3.3.3. Right to Advertise/Promote Products. The Concessionaire has the right to advertise

brand-name products on its packaging and within the Premises only upon the written approval of the City Manager. Such approval may be withheld if, in the sole discretion of the City Manager, the advertising rights requested by the Concessionaire conflict with rights granted under the advertising concession agreement between the City and a third party.

3.3.4. Quiet-Enjoyment. The Concessionaire, upon payment of fees and charges as described in the contract, and upon observing and keeping the conditions and covenants of this Agreement on its part to be observed and kept, shall lawfully and quietly hold, use and enjoy the Premises during the term of this Agreement.

3.3.5. Ingress and Egress. The Concessionaire has the full and free right of ingress to and egress from the Premises.

3.3.6. Parking Facilities. The Concessionaire has the right to utilize vehicular parking facilities for the Concessionaire's employees in a manner and of a type similar or equal to that provided for employees in areas designated as employee parking.

3.3.7. Exclusivity. The Concessionaire's rights are exclusive inside the Stadium. However, the City may permit other concessionaires to operate in the parking and pavilion areas for City sponsored or sanctioned events. Further, the City may permit individuals or groups associated with the Midland Independent School District to operate concessions on the pavilion or the parking areas during football games, soccer games or other Midland Independent School District sponsored events.

3.3.8. Obligation to Operate at Specific Locations. The Concessionaire may occupy, equip, furnish, operate and maintain food and beverage facilities in those concession areas of the Stadium shown in Exhibit "A". These obligations shall be carried on solely and exclusively within the limits and confines of the above-described areas; subject, however, to the relocation to any such area as provided in Article IX.

3.3.9. Obligation to Operate at Specific Times and in a Specific Manner. The Concessionaire will provide food and beverage service for all Midland Independent School District football and soccer games and other University of Texas Interscholastic League sanctioned football and soccer games at the Stadium. The Concessionaire will take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under this Agreement. The Concessionaire must actively operate each food and beverage facility so as to best serve public needs.

3.3.10. Dispute with other Parties. In the event of a dispute between the Concessionaire and any other service provider as to the services to be offered or products to be sold, the Concessionaire will meet and confer with the Director of Community Services for the City and, if any parties to the dispute continue to disagree with the recommendation of the Director of Community Services for the City, the City Manager shall determine the services to be offered or products to be sold by each, and the Concessionaire will be bound by that

determination.

3.3.11. No Other Uses. The Concessionaire may not use nor permit the Premises to be used for any purpose other than that described in this Agreement except with the prior written consent of the City Manager.

3.3.12. Availability of Premises. The City will make the Premises indicated on Exhibit "A" available for the Concessionaire's operation and maintenance of food and beverage sales, subject to the City's right to reduce the number of concession areas.

3.4 FEES AND TIME OF PAYMENT

3.4.1. Percentage Fees. During the term of this Agreement, the Concessionaire will pay to the City percentage fees based on gross receipts as defined below:

A. The percentage fee shall be twenty percent (20%) of gross receipts.

B. The Concessionaire will not be required to pay the City a set minimum annual fee under this Agreement.

3.4.2. Five Year Adjustment. It is agreed and understood that pursuant to Article III, Section 1 (a) of the City's Charter, provision must be made herein for an adjustment of rentals at least once every five (5) years.

3.4.3. Utilities. Utilities, including electricity, gas and water, will be separately metered at the Concessionaire's expense, and will be invoiced directly to the Concessionaire. However this obligation of the Concessionaire to pay utilities will not exceed $10,000.

Any expense for utilities in excess of the above stated amounts per year shall be paid by the City. Prior to renewal of the contract, the parties will renegotiate the amount the Concessionaire will pay for utility expenses. In the renegotiations, the parties should consider among other factors the cost of power, the actual costs involved in providing utilities to the concession areas, and any adjustment in the consumer price index from the execution of this contract to December of the year preceding the renewal.

3.4.4. Method of Payment. The procedure for the payment of the fees and charges will be as follows:

A. Payment Location. All fees and charges payable pursuant to this Agreement shall be paid to the City of Midland Accounting Division at 300 N. Loraine, Midland, Midland County, Texas, unless otherwise specified by the City.

B. Due Date for Monthly Installments. The percentage fees to be paid by the Concessionaire to the City pursuant to this Agreement is payable in monthly installments throughout the term of this Agreement. Within ten (10) business days after the last day of each calendar month, the Concessionaire will pay the installment for the prior calendar month according to Subsection

C.

C. Method of Calculating Monthly Installments. The amount of the monthly installment payable for any given month will be calculated by applying the percentage fee rates set forth in Section 3.4.1.

D. Monthly Report. The Concessionaire must submit a monthly accounting of the gross receipts received by the Concessionaire under this Concession Agreement. Each monthly accounting shall be in such manner and detail and upon such forms as are mutually agreed upon by the parties. Each monthly report shall be due within 30 days of the last day of the month that the report covers.

3.4.5. Late Payment. Any payment not received by the due date shall accrue interest payable at the rate of 1.5% per month from the due date until paid in full.

3.4.6. Audit. Concessionaire agrees to maintain financial records pertaining to all obligations relative to this Agreement in accordance with standard accounting principles and procedures and to retain such records and supporting documents for a period of three years or, in the event of an audit by the City of those records, for three years after any audit findings are made. Concessionaire must permit the City to audit these records at any time, subject to forty-five (45) days advance written notice. This right of audit shall be limited to those records which relate to this Agreement only, and will not include any other records of Concessionaire such as personnel agreements, professional baseball agreements or player development contracts.

3.4.7. Gross Receipts Defined. "Gross Receipts" includes all receipts, whether by cash, on account, by check or credit card, collected or uncollected, derived by the Concessionaire as a result of its operation of the concession rights herein granted, without any exclusion whatsoever. Gross receipts include the sales revenues received or billed by the Concessionaire from the sale of food products and beverages, exclusive of alcohol sales as provided below, and other related services and products. Gross Receipts shall exclude revenues from the following:

A. Taxes. Retail sales taxes, excise taxes or related direct taxes on the consumer which are collected by the Concessionaire on such sales, provided all such taxes are properly accounted for and recorded.

B. Sale of Scrap, Equipment or Uniforms. Receipts from the sale of or the trade-in value of furniture or equipment used on the Premises, and owned by the Concessionaire; receipts from the sale at cost of uniforms/clothing to the Concessionaire's employees where such uniform/clothing are required to be worn by said employees.

C. Exchanges and Refunds from Suppliers. The value of any merchandise, supplies or equipment exchanged or transferred from or to other business locations of the Concessionaire, where such exchanges or transfers are not made for the purpose of avoiding a sale by the Concessionaire which would otherwise be made from or at the Premises.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: August 29, 2017
To: Robert Patrick, Assistant City Manager
From: Tina Jauz, Community Services Director
Subject: Scharbauer Sports Complex Football/Soccer Stadium Concession Management Services - Award Contract

Under the City Council's authorization, staff solicited Requests for Proposals to engage a Concessionaire to provide Concession Management Services for the City of Midland Scharbauer Sports Complex Football/Soccer Stadium. This service would include providing food, drinks, and snacks, through manned concession stands, during all events at the football/soccer stadium.

Proposals were opened on July 19. Community Services recommends awarding the contract to Midland Concessions, Inc, (dba. Timeout Sports). This company has operated concessions at the Stadium since the opening of the facility in 2002. The new contract would initially be for 3 years, with an option to renew for four periods of two (2) years, for a total of 11 years.

No City of Midland funds will be expended in awarding this Concessionaire contract.

D. Refunded Receipts. Receipts with respect to any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by the Concessionaire, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit.

E. Employee Meals and Employee Discounts. The cost or value of free meals given to employees of the Concessionaire pursuant to such employees' employment contracts.

F. Supplier Discounts. The amount of any cash or quantity discounts received from sellers, suppliers or manufacture,

G. Tips. The amount of any gratuity paid or given by patrons or customers to employees of the Concessionaire.

H. Reimbursements. Receipts in the form of reimbursements from the Concessionaire's subcontractor(s) for any taxes, loan payments and/or license fees paid by the Concessionaire for or on behalf of such subcontractor.

3.4.8. Percentage Fee on Gross Receipts from the Sale of Alcoholic Beverages. In addition to the payment of the percentage fees set forth in Section 3.4, Concessionaire must pay to the City twenty percent (20%) of gross receipts derived from the sale of alcoholic beverages. These fees will be paid for each calendar month within ten (10) business days after the last day of that calendar month to the City of Midland Accounting Division at 300 N. Loraine, Midland, Midland County, Texas, unless otherwise specified by the City. The Concessionaire must submit an accounting of gross receipts from the sale of alcoholic beverages which complies with the provisions contained in Subsection D to Section 3.4.4.

3.5 Operating Standards

3.5.1. Concession Personnel. The Concessionaire will furnish prompt, courteous and efficient service and will ensure polite conduct and demeanor on the part of its representatives, agents and employees, collectively referred to herein as "personnel". The Concessionaire will employ or permit the employment of only such personnel as will assure a high standard of service to the public. All personnel must wear badges or other suitable means of identification at all times of employment. No personnel, while on or about the Premises, will use improper language, act in a loud, boisterous or otherwise improper way or be permitted to solicit business in an inappropriate manner.

3.5.2. Manager. The Concessionaire will select and appoint, subject to approval by the City Manager, a Manager of the Concessionaire's operations at the Stadium. Said Manager shall be assigned to an office at the Stadium where he or she shall ordinarily be available during regular business hours.

3.5.3. Hours of Operation. The Concessionaire must operate during those hours as are necessary to adequately serve the public demand, as said demand may be determined and re-determined by the City Manager.

A. Minimum Hours of Operation. The Concessionaire shall be obligated to operate the facilities one-half (1/2) hour prior to game time until the time of game's end for every game.

B. City Manager May Alter Hours. The City Manager may, with 24 hours notice to the Concessionaire, require earlier opening times or later closing times for any location. The Concessionaire must comply with such requirements. The City Manager may authorize a later opening or earlier closing time for any location, with adequate justification.

3.5.4. Food Services Plan and Menu. The Concessionaire must propose a food services plan which meets the criteria described by subsections A through E of this section. The Concessionaire's food service plan, prices and menu will be as the Concessionaire has proposed for each facility and the City Manager has approved. During the term, the Concessionaire may not make changes to the food services plan, menu or prices of any item on the approved menu without first obtaining the prior written approval of the City Manager.

A. Menu. The Concessionaire's proposed menu must include a description of each item. No menu will misrepresent quality, grade or weight of any item.

B. Publicly Displayed Menu. Prices for each item sold in each facility must be conspicuously displayed to the satisfaction of the City Manager or his designee as to information given, design, type, size, style, color, and all other specifics. The prices may not exceed the prices approved by the City Manager.

C. Amendments May Be Required. The City Manager may re-evaluate the selection of items during the term of this Agreement. The City Manager's determination that the selection offered is inadequate (in general or at any particular location), or that any price is deficient or excessive, or that the quality or quantity of any item is deficient, will be conclusive.

D. Quality of Foods and Beverages. All foods and beverages offered for sale by the Concessionaire must be of high quality, and comparable to first class food and beverage facilities of a similar type in the Midland area.

E. Prices. All food and beverage products offered for sale by the Concessionaire must be priced reasonably in comparison to like facilities serving similar products to the general public in the Midland area. What constitutes "like facilities" and "comparability of prices" will be determined solely by the City Manager.

3.5.5. Cash and Record Handling Requirements and Cash Registers. The Concessionaire will prepare a description of its cash handling and sales recording systems and equipment which must be submitted to the City Manager for approval. Such systems and equipment must be utilized by the Concessionaire in its operations at the Stadium. The Concessionaire shall accurately record each sale on a point of sale register mutually acceptable to the Concessionaire and the City Manager. Such register shall be non-resettable and sufficient to supply an accurate record of all sales on tape or otherwise. Such registers must have price displays which are visible to purchasers.

3.5.6. Prohibited Acts. The Concessionaire will not do or permit to be done anything specified in subsections A through G of this section. Specifically, it will not:

A. Interfere with Access. Do anything which may interfere with free access and passage in the Premises or the areas adjacent, or in the elevators, escalators, streets or sidewalks of the Stadium, or hinder police, firefighting or other emergency personnel in the discharge of their duties, or hinder access to utility, heating, ventilating or air-conditioning systems, or portions thereof, on or adjoining the Premises.

B. Interfere with Systems. Do anything which may interfere with the effectiveness of utility, heating, ventilating or air-conditioning systems or portions of these systems, on or adjoining the Premises (including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto) or interfere with the effectiveness of elevators or escalators in or adjoining the Premises, or overload any floor in the Premises.

C. Permit Smoking When Prohibited. Do anything contrary to the City's policy, or the City's ordinance, prohibiting smoking.

D. Install Unauthorized Locks. Place any additional lock of any kind upon any window or interior or exterior door in the Premises. Make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the Premises, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to the City Manager any and all keys to the interior or exterior doors on the Premises, whether said keys were furnished to or otherwise procured by the Concessionaire. In the event of the loss of any keys furnished by the City of Midland, the Concessionaire will pay the City, on demand, the cost for replacement key(s), and the cost of re-keying the City's locks.

E. Increase Liability. Do anything upon the Premises which will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by the City, covering the Premises, or the buildings in which the same are located or which, in the opinion of the City Manager, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If by reason of any failure on the part of the Concessionaire, after receipt of notice in writing from the City to comply with the provisions of this paragraph, the fire insurance rate on the Premises, or any part thereof, or on the buildings in which the same are located, are at any time higher than it normally would be, then the Concessionaire will pay the City, on demand, that part of all fire insurance premiums paid by the City which have been charged because of such violation or failure of the Concessionaire; provided, however, that nothing contained herein shall preclude the Concessionaire from bringing, keeping or using on or about the Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on business.

F. Permit Loitering or Lodging. Permit undue loitering on or about the Premises or use the Premises, or any part of, for lodging or sleeping purposes; or

G. Permit Unlawful Use. Use or allow the Premises to be used for any unlawful purpose.

3.5.7. Signs, Advertising & Displays. The Concessionaire will not erect, construct or place any sign, advertisement or display upon any portion of the Premises without first obtaining the prior written approval of the City Manager. The Concessionaire will not erect, construct or place any sign, advertisement or display outside the Premises. Upon the termination, cancellation or expiration of this Agreement, the Concessionaire must remove or paint out, any and all of its signs, advertising and displays as the City Manager may direct. If the Concessionaire fails to do so, the City may cause said work to be done and the Concessionaire will reimburse the City for the expense of such work.

3.5.8. Removal of Garbage and Refuse. The Concessionaire will strictly comply with all City of Midland rules and regulations regarding the disposition of trash and garbage, will regularly remove from the Premises to the garbage or refuse disposal area all rubbish, refuse and garbage and will remove the accumulation of all such material in said garbage or refuse disposal area at frequent intervals. Accumulation of trash, boxes, cartons, barrels or other similar items will not be permitted in any public area of the Stadium. The Concessionaire must not remove trash or garbage through spectator areas. The City will maintain garbage or refuse disposal areas for use by the Concessionaire.

3.5.9. Taxes. The Concessionaire will pay all taxes that may be levied or charged the Concessionaire for the use of the Premises, or upon the Concessionaire's improvements, fixtures, equipment or other property or upon the Concessionaire's operations.

3.5.10. Licenses and Permits. The Concessionaire must obtain and pay for all licenses and permits necessary or required by law for concession operations.

3.6 Additional Obligations of City

3.6.1. Maintenance of Public Areas. The City will maintain the public areas of the Stadium in good order and safe condition, and will maintain approaches to the Stadium and the public ways in a safe and usable condition at all times, subject to reasonable interruptions due to inclement weather.

3.7 Facilities

3.7.1. Facilities Provided by the City. The City will provide basic concession areas. The facilities include a concrete masonry unit or gypsum walls, sealed concrete floor and exposed structure ceilings, as well as general office level lighting and power outlets. The City will provide exterior signage. A separate electrical panel is provided to accommodate additional power requirements in the kitchen area. The City provides counter space at the serving windows with roll-down partitions, and an interior wall in each concession area. Each concession space is equipped with an electric hot water heater for hot water and a supply line for cold water. The concessions area includes specialized mechanical equipment, such as

exhaust fans, vent hoods, fans, and walk-in coolers. Display cabinets and shelving are in place. The City also furnishes floor drains. The Concessionaire accepts the Premises "as is".

3.7.2 Improvements by the Concessionaire. The Concessionaire must provide all improvements which are necessary to operate said concession to the satisfaction of the City, including all improvements proposed to be provided in its proposal to the City and accepted by the City. At a minimum, the Concessionaire is responsible for providing all concession equipment needed for the food preparation and service areas. The Concessionaire is solely responsible for food service equipment and other appurtenances required for a complete functioning concession area.

3.7.3. Proposed Improvements by Concessionaire. Prior to any construction and/or installation of improvements including furniture, furnishings, and equipment, the Concessionaire must first prepare an overall program including a time schedule for same, which will be subject to approval of the City Manager. Such schedule must include as a minimum the following phases: (1) Conceptual Design; (2) Design Development; (3) Construction Documents; (4) Plan Check and Permit; (5) Bid; (6) Construction; and (7) Date of Occupancy. The schedule must comply with the requirement for facilities to be operational upon commencement of any MISD games at the Stadium. The Concessionaire in not allowed to make any structural alterations to the ceilings, walls or floors of any permanent improvements which it constructs or installs in the concession areas without first obtaining the City Manager's written consent.

3.8 Maintenance and Repair

3.8.1. Maintenance and Repair. The Concessionaire must, at all times and at its expense, keep and maintain the Premises, including all structural and other improvements installed on the Premises together with all of its fixtures, plate and mirror glass, equipment and personal property, in good repair and in a clean and orderly condition and appearance and will keep the areas immediately adjacent to the exits and entrances to the Premises clean and orderly and free of obstructions.

3.8.2. Maintenance Program. The Concessionaire must maintain and repair all interior areas and surfaces of the Premises, including sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the Premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. The Concessionaire must establish an adequate preventive maintenance program and be subject to periodic review by the City Manager. Program must include the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and equipment. Regardless of the Concessionaire's compliance with its preventive maintenance program, the Concessionaire must clean such surfaces and equipment immediately upon being instructed to do so by the City Manager or by other governmental agencies having such authority.

3.8.3. Maintenance of Plumbing. The Concessionaire is responsible for the repair and maintenance of all plumbing within the Premises. The Concessionaire is responsible for all material that is deposited in the plumbing system from the Premises and for cleaning the grease traps within the Premises. The Concessionaire is responsible for the repair and

maintenance of all sewer lines within the Premises. The Concessionaire is responsible for the repair and maintenance of all water lines, hot and cold, within the Premises. If the Concessionaire fails to maintain the plumbing system or places liquid, grease, debris, etc. that results in stoppage or damage to the Stadium maintained plumbing, the Concessionaire will be billed for the cost thereof, plus fifteen (15%) percent for administrative overhead, to be paid by the Concessionaire to the City on demand.

3.8.4. City Repairs. In the event the Concessionaire fails to accomplish such nonstructural repairs, replacements, rebuilding, redecorating or painting required within a period often (10) days after written notice from the City so to do, or fails to diligently repair, replace, rebuild, redecorate or paint all the Premises required to be repaired, replaced, rebuilt, redecorated or painted by the Concessionaire pursuant to said schedule, the City may, at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such premises included in said notice, at cost of repairs, plus fifteen (15%) percent for administrative overhead, to be paid by the Concessionaire to the City on demand.

3.8.5. Right to Enter Premises. The City has the right to enter upon the Premises at all times to make such repairs, alterations and replacements as may, in the opinion of the City Manager, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the Premises new lines, pipes, mains, wires, conduits and equipment; provided, however, that such repair, alternations, replacement or construction shall not unreasonably interfere with the use of the Premises by the Concessionaire. However, nothing stated in this agreement relieves the Concessionaire of any obligation to maintain the concession areas and the improvement and utility facilities within the Premises.

3.8.6. Pest Control. The Concessionaire is solely responsible for a pest free environment within the Premises area by maintaining its own pest control services, in accordance with the most modern and effective control procedures. All materials used in pest control must conform to Federal, State and local laws and ordinances. All control substances utilized must be used with all precautions to reduce the possibility of accidents to humans, domestic animals and pets. Pests referenced above include, but are not limited to, cockroaches, ants, rodents, silverfish, earwigs, spiders, weevils and crickets. Whenever the City Manager deems that pest control services must be provided to a building or area that includes the Premises under this Agreement, the Concessionaire must pay for the costs of services provided for its premises under this Agreement.

3.9 Relocation

3.9.1. Relocation of Premises. The City may, by action of the City Manager, require the Concessionaire to relocate a given operation to a new location.

3.9.2. Finding is Required. 3.9.1. may only be implemented upon a finding by the City Manager that such relocation is necessary to its operation of the Stadium or to meet the demands of the public.

4. REQUIREMENTS

NOTE: Where the term "required Field" appears in the requirements, the intent is that the user may not leave that field blank and leave the current record. The blank required fields shall be flagged for easy identification of the fields left blank.

Feature	Consumer cost per item	City %	Exception Detail
4.1. CONCESSION MANAGEMENT			
4.1.1. Scharbauer Sports Complex Football/Soccer Stadium Concessions			
4.1.1.1. Prepared Foods, List Below:	☐		
4.1.1.1.1.	☐		
4.1.1.1.2.	☐		
4.1.1.1.3.	☐		
4.1.1.1.4.	☐		
4.1.1.1.5.	☐		
4.1.1.1.6.	☐		
4.1.1.1.7.	☐		
4.1.1.1.8.	☐		
4.1.1.1.9.	☐		
4.1.1.1.10.	☐		
4.1.1.2. Prepackaged Foods, List Below:	☐		
4.1.1.2.1.	☐		
4.1.1.2.2.	☐		
4.1.1.2.3.	☐		
4.1.1.2.4.	☐		
4.1.1.2.5.	☐		
4.1.1.2.6.	☐		
4.1.1.2.7.	☐		
4.1.1.2.8.	☐		
4.1.1.2.9.	☐		
4.1.1.2.10.	☐		
4.1.1.3. Drinks, List Below:	☐		
4.1.1.3.1.	☐		
4.1.1.3.2.	☐		
4.1.1.3.3.	☐		
4.1.1.3.4.	☐		
4.1.1.3.5.	☐		
4.1.1.3.6.	☐		

4.1.1.3.7	☐	
4.1.1.3.8.	☐	
4.1.1.3.9.	☐	
4.1.1.3.10.	☐	
4.1.1.4. Other Items, List Below:	☐	
4.1.1.4.1.	☐	
4.1.1.4.2	☐	
4.1.1.4.3.	☐	
4.1.1.4.4.	☐	
4.1.1.4.5.	☐	
4.1.1.4.6.	☐	
4.1.1.4.7.	☐	
4.1.1.4.8.	☐	
4.1.1.4.9.	☐	
4.1.1.4.10.	☐	

5. NARRATIVE *(QUESTIONS FOR VENDORS IF ANY)*

6. VENDOR QUALIFICATIONS

6.1. 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.

6.2. 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.

6.3. 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):

6.3.1. References

6.3.1.1. 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.

6.3.1.2. These references should include City government and universities where the offeror,

preferably within the last three (3) years, has successfully completed concession management services.

6.3.2. Vendor Stability

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

6.3.2.2. Provide financial statements, preferably audited, for the 3 consecutive years immediately preceding the issuance of this RFP.

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

6.3.2.4. Offerors shall specify how long the company submitting the proposal has been in business (doing similar projects).

7. EVALUATION PROCESS

7.1. EVALUATION PROCEDURE

7.1.1. Committee Actions

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

7.1.1.2. 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.

7.1.1.3. 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.

7.2. EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

7.2.1. Company Service Qualifications

7.2.2. Quality of concession goods to be provided

7.2.3. Years in concession business

7.2.4. Cost of concession goods to consumer analysis

7.2.5. Funding percentage allocation to City

7.2.6. Three references

8. PROPOSAL CONTENTS

The following items constitute the RFP submittal in response to the request herein:

8.1. THE RFP

8.2. THE COST SUMMARY OR PROPOSAL FORM

8.3. REQUESTED ATTACHMENTS

8.3.1. References

8.3.2. Financial Information

8.3.3. Signed Execution of Offer

9. 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.

CITY OF MIDLAND
SERVICE CONTRACT
#17002610

THIS CONTRACT, effective this 13th day of September, 2017, by and between the City of Midland, hereinafter referred to as the "CITY" and Midland Concessions, Inc., hereinafter referred to as the "COMPANY".

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

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

4. COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

4.1. 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

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: _____

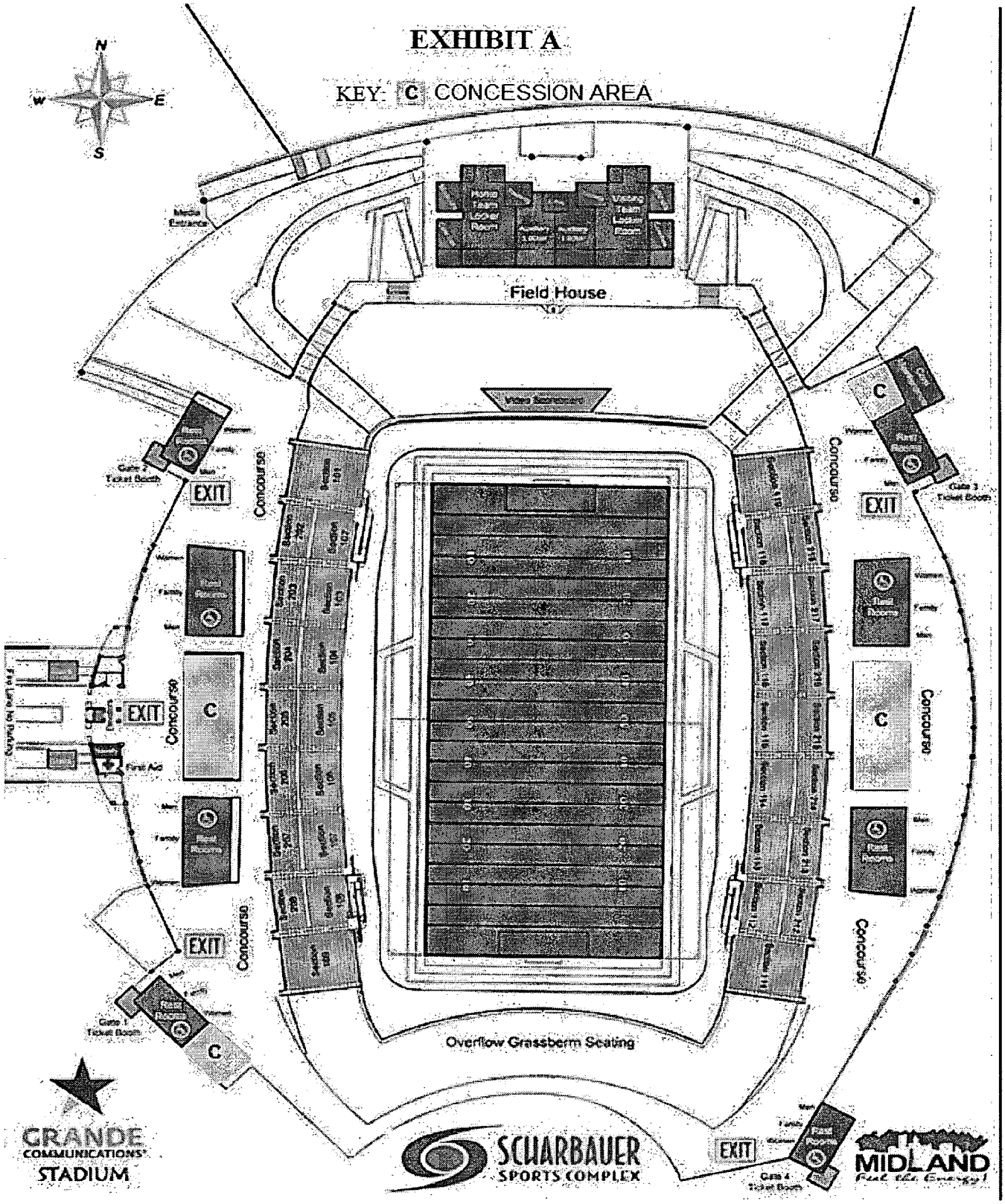
STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

EXHIBIT A


KEY: C CONCESSION AREA
N
W
E
S
Media Entrance
Field House
Video Scoreboard
Gate 2 Ticket Booth
EXIT
Concourse
C
Gate 3 Ticket Booth
Fire Lane No Parking
First Aid
Gate 1 Ticket Booth
Overflow Grassberm Seating
Gate 4 Ticket Booth
GRANDE COMMUNICATIONS STADIUM
SCHARBAUER SPORTS COMPLEX
MIDLAND

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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.**

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

1. All bids are to be submitted through the City of Midland's Vendor Self Service on forms and in format provided.

2. Each Bidder is requested to provide: Descriptive literature clearly marked to show each item on this bid. Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and quality. If, however, the bidder proposes similar but not identical terms, he must furnish all particulars. If no mention is made of any exceptions, it is assumed that he is bidding on the article specified and not on an approved equal and he will be required to deliver exact article specified.

3. Prices should be itemized. (Indicate unit price and extend to show total price.) In case of discrepancy between the unit price and the extension, the unit price shall govern.

4. Unit price for each item offered shall include all discounts; e.g., trade, seasonal, etc. with net 30 days payment terms. Discounts shall not be shown as such but shall be incorporated in the base bid price. Any bid showing discounts will be considered an alternate bid. The City of Midland will not be responsible for any goods delivered without a purchase order number.

5. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. The City of Midland reserves the right to award by item or by total bid, or to reject any or all bids or parts of bids. Further, the City of Midland reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City of Midland reserves the right to award the bid to the lowest responsible bidder.

6. Time of proposed delivery shall be stated in number of calendar days.

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

8. All items are to be delivered, unloaded and stacked at the location indicated on the Bid Request and Purchase Order.

9. All items are to be delivered F.O.B. to the City of Midland, Texas with freight prepaid and included in the bid.

10. Detailed specifications rule over General specifications (headings, etc.)

11. The City of Midland reserves the right to remove a company from the bid list for (1) continued failure to respond to request for bids, (2) failure to deliver merchandise within promised time, or (3) delivery of substandard merchandise.

12. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any lands, materials, supplies or services except as allowed under chapter 176 of the Local Government Code. Form CIQ shall be submitted and placed on file with the City of Midland.

13. The City shall determine the most advantageous bid for the City and accept the proposal of the responsible party submitting the lowest and/or most advantageous bid or reject any and all bids.

14. The City of Midland, Texas may consider as informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive, in its sole discretion, any informalities.

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

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

Seller and Buyer agree as follows:

1. SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows; (a) Seller's name and address, (b) Consignee's name, and address, and purchase order number, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will serve as a tender of goods.

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

4. NO REPLACEMENT OF DEFECTIVE TENDER - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

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

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

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

8. WARRANTY - PRICE -

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on order by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

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

9. WARRANTY - PRODUCT - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and description listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

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

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

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

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

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

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

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

17. INTERPRETATION - PAROL EVIDENCE - This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, is intended by the parties as a final expression of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

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

19. RIGHT TO ASSURANCE - Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

4.2. 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.

4.3. 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

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

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

23. **INSURANCE –**

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

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

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

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

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

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

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

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

"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

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

24. ASSIGNMENT - Seller shall not, either directly or indirectly, assign all or any part of this agreement or any interest, right or privilege herein, without the prior written consent of the Buyer. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Buyer.

25. RELEASE - NOTWITHSTANDING ANY OTHER PROVISIONS, SELLER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES BUYER, BUYER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH SELLER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR BUYER'S NEGLIGENCE.

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

27. INDEPENDENT CONTRACTOR - It is expressly understood and agreed that Seller shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Buyer; that Seller shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller. No person performing any of the work and services described hereunder by Seller shall be considered an officer, agent, servant or employee of the Buyer. Further, it is specifically understood and agreed that nothing in this agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Seller shall be an independent contractor under this agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Buyer does not have the power to direct the order in which the work is done. The Buyer shall not have the right to control the means, methods or details of the Seller's work. Seller shall assume exclusive responsibility for the work. Seller is entirely free to do the work in its own way.

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

29. INDEMNITY (NOT APPLICABLE TO PURCHASE AGREEMENTS) - SELLER WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND BUYER AND ALL OF BUYER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES

BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF SELLER, its agents or employees, or any subcontractor, arising out of, or resulting from, Seller's use of, or activities on, the agreement premises, and Seller will be required to pay any judgment with costs which may be obtained against Buyer or any of its officers, agents or employees, including reasonable attorney's fees.

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

30. SOVEREIGN IMMUNITY - By executing this agreement the Buyer is not waiving its right of sovereign immunity. The Buyer is retaining its immunity from suit. The Buyer is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

THE SELLER AND BUYER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

33. CONSIDERATION - The terms of this agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

34. CERTIFICATION - In accordance with the Texas Local Government Code, the City of Midland Department of Facilities and Fleet Management does hereby certify that the City of Midland is in compliance with Sections 252, 271 and all applicable sections of the Texas Local Government Code and other state law as it applies to procurement and contracting issues.

35. FEDERAL WAGE REQUIREMENTS - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this agreement, to which the parties to this agreement have agreed to be bound.

36. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Seller shall at all times during the term of this agreement comply with applicable federal, state, and local laws regarding Seller's activities pursuant to this agreement, including but not limited to all applicable sections of the Municipal Code of Midland, Texas, as may be amended, said sections being hereby incorporated by reference and made a part of this agreement for all legal purposes. Failure to abide by any such law mentioned herein constitutes grounds for the immediate termination of this agreement.

TIMEOUTS SPORTS PRICING

West

BEVERAGES

Small Soda/Tea	$ 3.00
Medium Soda/Tea	$ 3.75
Large Soda/Tea	$ 5.00
Bottle Water	$ 3.25
Bottle Soda	$ 3.75
Powerade	$ 3.75
Coffee/Hot Chocolate	$ 2.00

FOOD ITEMS

Hamburger	$ 4.50
Cheeseburger	$ 5.00
French Fries	$ 3.50
Hot Dog	$ 3.50
Chili Dog	$ 4.00
Jumbo Hot Dog	$ 4.50
Jumbo Chili Dog	$ 5.00
Corn Dog	$ 3.50
Frito Pie	$ 4.50
Nachos	$ 4.50
Peanuts	$ 2.75
Pretzel	$ 2.50
Pretzel Cheese	$ 0.50
Popcorn Tub	$ 4.25
Pickle	$ 2.00
Candy	$ 2.25
Chips	$ 2.25
Sunflower Seeds	$ 2.25
Cotton Candy	$ 3.25
Chick-Fil-A Sandwich	$ 4.25
Personal Domino's Pizza	$ 6.75

TIMEOUTS SPORTS PRICING

East

BEVERAGES

Small Soda/Tea	$	3.00
Medium Soda/Tea	$	3.75
Large Soda/Tea	$	5.00
Bottle Water	$	3.25
Bottle Soda	$	3.75
Powerade	$	3.75
Coffee/Hot Chocolate	$	2.00

FOOD ITEMS

Hamburger	$	4.50
Cheeseburger	$	5.00
Hot Dog	$	3.50
Chili Dog	$	4.00
Jumbo Hot Dog	$	4.50
Jumbo Chili Dog	$	5.00
Frito Pie	$	4.50
Nachos	$	4.50
Peanuts	$	2.75
Pretzel	$	2.50
Pretzel Cheese	$	0.50
Popcorn Tub	$	4.25
Pickle	$	2.00
Candy	$	2.25
Chips	$	2.25
Sunflower Seeds	$	2.25
Cotton Candy	$	3.25
Chick-Fil-A Sandwich	$	4.25
Personal Domino's Pizza	$	6.75

TIMEOUTS SPORTS PRICING

South

BEVERAGES		
Small Soda/Tea	$	3.00
Medium Soda/Tea	$	3.75
Large Soda/Tea	$	5.00
Bottle Water	$	3.25
Bottle Soda	$	3.75
Powerade	$	3.75
Coffee/Hot Chocolate	$	2.00
FOOD ITEMS		
Hot Dog	$	3.50
Chili Dog	$	4.00
Jumbo Hot Dog	$	4.50
Jumbo Chili Dog	$	5.00
Frito Pie	$	4.50
Nachos	$	4.50
Peanuts	$	2.75
Pretzel	$	2.50
Pretzel Cheese	$	0.50
Popcorn Tub	$	4.25
Pickle	$	2.00
Candy	$	2.25
Chips	$	2.25
Sunflower Seeds	$	2.25
Cotton Candy	$	3.25
Chick-Fil-A Sandwich	$	4.25
Personal Domino's Pizza	$	6.75

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.

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

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

a. defective work not corrected;

b. completed service report not submitted;

c. failure of COMPANY to pay subcontractors or suppliers;

d. damage to other work or CITY's property or equipment; or

e. default of COMPANY in performance of this Contract.

6. The Initial term of this Contract shall be three (3) years. CITY shall have the right to extend the term of this Contract at two (2) year intervals, not to exceed eleven (11) years by providing written notice to COMPANY of CITY's desire to extend the Contract not later than sixty (60) days prior to the end of the then current term. Within 30 days of written notification, COMPANY may decline the extension at their discretion. Extensions of this Contract will be based on acceptable performance as long as the price does not exceed administrative parameters.

7. Prices for the extension of the Contract described in Paragraph 6 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

8. COMPANY shall:

a. comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

b. have a designated supervisor on the job site at all times work is in progress;

c. make no changes in the scheduled work without written authorization from CITY;

e. permit and facilitate inspection of the work in progress by CITY;

f. not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

g. be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

h. remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

i. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

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

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

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

To CITY:	City of Midland
(If mailed)	P. O. Box 1152
	Midland, Texas 79702
(If hand delivered)	300 North Loraine
	Suite 220
	Midland, Texas 79701
To COMPANY.	Midland Concessions, Inc.
	5514 Champions Drive
	Midland, TX 79706

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

City Council Meeting

Item Number: 13

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE CONSTRUCTION OF PHASE 1 OF THE BEAL PARK RENOVATION PROJECT FOR A TOTAL COST OF $15,410,517.00; APPROVING $1,850,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

Resolution executing a contract with Fieldturf USA, Inc through Equalis contract 2020.05.2 for the Beal Park Phase 1 construction contract for a cost of $15,410,517.00 plus $1,850,000.00 for project related expenses for a total cost of $17,260,517.00.

Recommended City Council Action:

Approve

Fiscal Impact:

$17,260,517.00 is available in the Parks Oil and Gas Fund operating budget and will be transferred and appropriated to a Project for stated purposes.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Staff recommends awarding a contract for the Beal Park Phase 1 construction contract through

Equalis contract 2020.05.2. We are members of the Equalis Group cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie Williams, Parks and Recreation Director, for additional information.

Therefore, please consider a resolution executing a contract with Fieldturf USA, Inc. through Equalis contract 2020.05.2 for the Beal Park Phase 1 construction contract for a cost of $15,410,517.00 plus $1,850,000.00 for project related expenses for a total cost of $17,260,517.00.

Morris Williams Jr.

City Manager's Office

Parks Division
Interoffice Memorandum

Date: October 31, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Beal Park Phase 1 Renovation – Award Contract

Dunaway has completed the Plans, Specifications, Estimates for the renovation of Beal Park Phase I. The first phase of the project will include renovation of the existing soccer and cricket fields, the roadway extension to Beal Parkway, additional parking areas, sidewalks, and the installation of 4 artificial turf soccer fields. In addition, the undeveloped land within the park will be cleared and irrigation and seeding will be installed. Under a separate contract, new lighting will also be installed to complement the newly renovated fields.

Staff has worked with the Midland Soccer Association, and it is anticipated that with the completion of Phase I, all recreational soccer games that are typically played on Saturdays, will be played at Beal Park. This will be a major improvement for Midland families that are currently attending games at both Windlands Park and Butler Park, depending on the ages of their children. Construction of Phase I will continue throughout 2025. The 2026 Spring season should be played on the new fields.

FieldTurf has submitted an Equalis Purchasing Co-op quote for the work. Staff recommends awarding the base bid and the following add alternates:

Base Bid with bonds	$13,995,955.00
Add Alt 1 – additional sidewalk (from Phase 2)	$ 100,300.00
Add Alt 2 - Pavers at Concession Plaza	$ 91,315.00
Add Alt 4 - Shade Trellis at Concession Plaza	$ 105,415.00
Add Alt 5 – Monument Sign	$ 67,537.00
Add Alt 6 – Wayfinding Signage	$ 72,050.00
Add Alt 7 – Metal Roofing for new shades	$ 280,900.00
Add Alt 8 – Metal Roofing to replace existing fabric	$ 476,700.00
Add Alt 10 – Add trees MSA Parkway (from Phase 2)	$ 135,630.00
Add Alt 13 – Add trees Beal Parkway (from Phase 2)	$ 84,715.00
TOTAL PHASE I CONSTRUCTION	$15,410,517.00

Add Alternates 1, 10 and 13 would be completed as part of Phase I construction, in order to plant the trees from Phase 2 in this earlier phase. This will give them a head start on growth.

An additional 12%, $1,850,000, is requested for additional work related to the project, such as materials testing and unforeseen project expenses. Total funding requested is $17,260,517.00.

$17,260,517.00 is available in the Fund 077 and will be appropriated to a Project for stated purposes.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH FIELDTURF USA, INC., THROUGH THE EQUALIS GROUP PURCHASING PROGRAM, FOR THE CONSTRUCTION OF PHASE 1 OF THE BEAL PARK RENOVATION PROJECT FOR A TOTAL COST OF $15,410,517.00; APPROVING $1,850,000.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT

WHEREAS, the Equalis Group Purchasing Program is a cooperative purchasing program in which the City participates in accordance with TEX. LOC. GOV'T CODE § 271.102; and

WHEREAS, Fieldturf USA, Inc., has submitted a total proposed cost to the City of $15,410,517.00 for the construction of Phase 1 of the Beal Park Renovation Project through the Equalis Group Purchasing Program; and

WHEREAS, the Council finds the price proposed by Fieldturf USA, Inc., through the Equalis Group Purchasing Program for the construction of Phase 1 of the Beal Park Renovation Project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Fieldturf USA, Inc., for the construction of Phase 1 of the Beal Park Renovation Project through the Equalis Group Purchasing Program; and

WHEREAS, the City Council finds it to be in the public interest to approve $1,850,00.00 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 Fieldturf USA, Inc., for the construction of Phase 1 of the Beal Park Renovation Project, through the Equalis Group Purchasing Program, for a total cost of $15,410,517.00. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto

and incorporated herein for all purposes.

SECTION TWO. That the sum of $1,850,00.00 for project related expenses is hereby approved.

SECTION THREE. That the sum of $17,339,821.00 is hereby appropriated from the Parks Oil and Gas Fund operating budget and transferred to a project established by the City of Midland Finance Department for purposes consistent with this Resolution.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Fieldturf USA, Inc., in accordance with the provisions of the above-referenced 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 or his designee.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 25001655

THIS CONTRACT, effective the 13th day of November 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 15,410,517.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the construction of improvements and site developments to the City of Midland Beal Park soccer fields and the following alternatives:

Base Bid with bonds	$13,995,955.00
Add Alt 1 – additional sidewalk (from Phase 2)	$ 100,300.00
Add Alt 2 - Pavers at Concession Plaza	$ 91,315.00
Add Alt 4 - Shade Trellis at Concession Plaza	$ 105,415.00
Add Alt 5 – Monument Sign	$ 67,537.00
Add Alt 6 – Wayfinding Signage	$ 72,050.00
Add Alt 7 – Metal Roofing for new shades	$ 280,900.00
Add Alt 8 – Metal Roofing to replace existing fabric	$ 476,700.00
Add Alt 10 – Add trees MSA Parkway (from Phase 2)	$ 135,630.00
Add Alt 13 – Add trees Beal Parkway (from Phase 2)	$ 84,715.00
TOTAL PHASE I CONSTRUCTION	$15,410,517.00

Said work being further described in the following documents, attached hereto and incorporated herein by reference for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative,

supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, 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 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 8.1 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 upon approved design and permitting 275 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 received, without penalty

or expense to CITY of any kind whatsoever. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

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 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 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.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

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. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER 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: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/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 _____, 2024 personally appeared, _____, an officer of Fieldturf USA, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

City of Midland Beal Park Soccer Fields

October 31, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Equalis Cooperative Purchasing contract. Equalis provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Equalis Contract #2020.05.2.

equalis GROUP

Click the following hyperlink for Equalis Due Diligence Documentation: Equalis #2020.05.2

City of Midland Beal Park Soccer Fields & Site Development	LUMP SUM
FieldTurf Classic HD 2.25" (FTHD-57) on approx. 253,635 SF Total **Field 1:** Approx. 54,735 SF **Field 2:** Approx. 198,900 SF **Price includes:** **a)** Design Services and Construction Documents limited to the limits of FieldTurf surfacing only, including, and limited too: a. Layout Plan b. Drainage Plan c. Field Marking Plan d. Detail Plans as required to complete the installation of the field **b)** Mobilization **c)** Survey and layout of our Work **Soccer Fields** **d)** Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation **e)** Laser-grade and compact subgrade to our required tolerances **f)** Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb **g)** Supply and install network of HDPE corrugated pipe a. 12" HDPE Collector Pipe b. 5 Junction Boxes per field c. 18" HDPE Outfall Pipe; outfall to be within 100' outside of turf limits	$13,786,060.00

1.800.724.2969 | info@fieldturf.com | fieldturf.com

h) Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements **i)** Supply and install set of four sets of portable soccer goals **j)** Installation of the artificial in-filled grass surface upon a suitable base. **k)** An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface. **l)** Inlaid Soccer Markings. **Site Development** **m)** Remove +/- 3,200 LF of existing fencing; dispose offsite **n)** Remove 32 existing trees; dispose offsite **o)** Remove 10,800 SF of existing concrete flatwork and associated curb; dispose offsite **p)** Clear and grub +/- 2,167,000 sf of site **q)** Strip existing organics from site; dispose offsite **r)** Rough grade of the extents of the site (+/- 2,167,000 SF) **s)** Construct 8,050 LF of concrete curb/gutter at outside of new parking lots - including saw tooth curb **t)** Construct 65,600 SF of 5" thick concrete flatwork; sidewalks, and concourse areas **u)** Construct 5,850 SF of 10" thick concrete drive **v)** Construct 160,350 SF of 2" of HMAC on 8" of base rock; provide 15 wheel stops, 6 handicap signs, and striping **w)** Reseal +/- 52,265 AF of existing HMAC parking lot; strip upon completion **x)** Supply and install two Calpipe security bollards **y)** Supply and set +/- 74 limestone blocks 5' x 2' x 2' **z)** Supply and install irrigation system as detailed on sheets L4.01-L4.06 **aa)** Supply and install +/- 348,950 sf of big roll TiffTuf sod; includes 1 month grow-in period **bb)** Supply and install +/- 1,950.150 sf of hydroseed; includes 1 month grow-in period **cc)** Hydroseed remaining portion of undeveloped site; NO temporary irrigation or grow-in **dd)** Provide and install nine Lithonia DSXI LED parking lot lighting on 25' straight square steel; including electrical **ee)** Install 2 owner provided scoreboards with electrical connection **ff)** Provide landscape per Plant Schedule on sheet L3.08 **gg)** Construct +/- 34,900 sf of river rock rain garden with associated landscape features as detailed **hh)** Construct two foot bridges as detailed on sheet L2.01 **ii)** Supply and construct +/- 5,400 lf of 6' black vinyl chain link fencing with top and bottom rail **jj)** Supply and construct 7 single swing chain link gates with associated gate hardware **kk)** Supply and construct 6 sliding chain link gates with associated gate hardware **ll)** Provide and install 20' high netting system with associated black posts	
Performance & Payment Bonds	$209,895.00
Total	**$13,995,955.00**

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ALTERNATE PRICE

ADD Alternate No. 1: Concrete Sidewalk	LUMP SUM
Concrete sidewalk south of MSA Parkway	ADD
Total	**$100,300.00**

ADD Alternate No. 2: Concrete Unit Pavers	LUMP SUM
Provide concrete unit pavers in lieu of broom finished concrete; +/- 4,500 SF outside concessions	ADD
Total	**$91,315.00**

ADD Alternate No. 3: Omega Fencing	LUMP SUM
Provide Omega 6' wire fencing in lieu of 6' black vinyl chain link	ADD
Total	**$569,835.00**

ADD Alternate No. 4: Shade Trellis	LUMP SUM
Construct shade trellis outside of concessions	ADD
Total	**$105,415.00**

ADD Alternate No. 4.1: Site Furnishings at Shade Trellis	LUMP SUM
Provide site furnishings outside of concessions from Alt #4	ADD
Total	**$98,500.00**

ADD Alternate No. 5: Monument Sign	LUMP SUM
Monument Sign	ADD
Total	**$67,537.00**

ADD Alternate No. 6: Wayfinding Signage	LUMP SUM
Wayfinding Signage	ADD
Total	**$72,050.00**

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ADD Alternate No. 7: Metal Roofing	LUMP SUM
Provide metal roofing in lieu of new fabric shade canopies	ADD
Total	**$280,900.00**

ADD Alternate No. 8: Metal Roofing – Existing Canopies	LUMP SUM
Provide metal roofing at existing fabric shade canopies	ADD
Total	**$476,700.00**

ADD Alternate No. 9: Playground	LUMP SUM
Provide and construct playground with associated flatwork and furnishings	ADD
Total	**$195,820.00**

ADD Alternate No. 9.1: Playground	LUMP SUM
Remove playground structure & fall protection from Alt #9; includes civil scope only	ADD
Total	**$44,690.00**

ADD Alternate No. 10: Landscape Plan – MSA	LUMP SUM
Provide landscape per Alternate Plant Schedule on sheet L3.08; MSA Parkway only	ADD
Total	**$135,630.00**

ADD Alternate No. 11: MSA – 28 Caliper Trees – MSA	LUMP SUM
Provide 28 - 6" caliper trees at Southside of MSA Parkway in lieu of Alternate Plant Schedule	ADD
Total	**$282,525.00**

ADD Alternate No. 12: MSA – 25 Caliper Trees	LUMP SUM
Provide 25 - 6" caliper trees at Northside of MSA Pkwy in lieu of Plant Schedule	ADD
Total	**$252,255.00**

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ADD Alternate No. 13: Landscape Plan – Beal	LUMP SUM
Provide landscape per Alternate Plant Schedule on sheet L3.08; Beal Parkway only	ADD
Total	**$84,715.00**

ADD Alternate No. 14: Beal – 21 Caliper Trees	LUMP SUM
Provide 21 - 6" caliper trees at Beal Pkwy in lieu of Alternate Plant Schedule	ADD
Total	**$211,895.00**

ADD Alternate No. 15: Beal – 18 Caliper Trees	LUMP SUM
Provide 18 - 6" caliper trees at concession area in lieu of Plant Schedule	ADD
Total	**$181,625.00**

ADD Alternate No. 16: Beal – 14 Caliper Trees	LUMP SUM
Provide 14 - 6" caliper trees at rain garden in lieu of Plant Schedule	ADD
Total	**$141,260.00**

ADD Alternate No. 17: Chase Park Trash Receptacles & Bike Racks	LUMP SUM
Provide and place 35 Chase Park trash receptacles and 2 bola bike racks	ADD
Total	**$99,600.00**

ADD Alternate No. 18: Bleachers	LUMP SUM
Provide and install 12 3-row x 21' bleachers	ADD
Total	**$100,405.00**

ADD Alternate No. 19: Shade Structure	LUMP SUM
Provide and install 12 cantilever fabric shade structures	ADD
Total	**$217,190.00**

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COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Classic HD 2.25" (FTHD-57) system, with the following product characteristics:

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 6.2 lb. sand & 2.2 lb. cryo per sq. ft.
- **Pile Weight:** 33 oz/yd^2
- **Total System Weight:** 1264 oz/yd^2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Any GMAX testing
c) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
d) Geotechnical testing, investigation of site
e) Rock Excavation
f) Soil Stabilization
g) Allowances/contingencies
h) Supply or installation of perimeter safety fencing
i) Supply or installation of temporary irrigation
j) Field graphics
k) Supply or installation of time clocks, scoreboards, or communication systems
l) This proposal is based on our designed dynamic base drainage system and internal storm water calculations. We anticipate the local municipalities accepting this system during the permitting phase. If not accepted, additional costs may be required to construct an alternate drainage system
m) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees
n) All union labor, prevailing wages, or other labor law levies.
o) Taxes or Testing Fees

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

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COOP PRICING PROPOSAL

Please feel free to reach out to any member of our project team with questions about our offer:

Jack Price
Project Manager
(443) 377-2603
Jack.Price@FieldTurf.com

David Ross
Regional Sales Manager
(816) 886-8097
David.Ross@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: _____
Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

_____
Owner (Signature)

_____
Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

1.800.724.2969 | info@fieldturf.com | fieldturf.com

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

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

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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 http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

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 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

THE CITY OF MIDLAND

CONTRACT

Contract No. 25001655

THIS CONTRACT, effective the 13th day of November 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Fieldturf USA, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 15,410,517.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the construction of improvements and site developments to the City of Midland Beal Park soccer fields and the following alternatives:

Base Bid with bonds	$13,995,955.00
Add Alt 1 – additional sidewalk (from Phase 2)	$ 100,300.00
Add Alt 2 - Pavers at Concession Plaza	$ 91,315.00
Add Alt 4 - Shade Trellis at Concession Plaza	$ 105,415.00
Add Alt 5 – Monument Sign	$ 67,537.00
Add Alt 6 – Wayfinding Signage	$ 72,050.00
Add Alt 7 – Metal Roofing for new shades	$ 280,900.00
Add Alt 8 – Metal Roofing to replace existing fabric	$ 476,700.00
Add Alt 10 – Add trees MSA Parkway (from Phase 2)	$ 135,630.00
Add Alt 13 – Add trees Beal Parkway (from Phase 2)	$ 84,715.00
TOTAL PHASE I CONSTRUCTION	$15,410,517.00

Said work being further described in the following documents, attached hereto and incorporated herein by reference for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B.....Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more

EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative,

supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, 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 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 8.1 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 upon approved design and permitting 275 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 received, without penalty

or expense to CITY of any kind whatsoever. Notwithstanding the foregoing, COMPANY shall be entitled to be paid for the work performed prior to the receipt of the notice of termination in accordance with the terms of this Contract; provided, however, that CITY shall not be obligated to pay COMPANY anything for any work not performed or the fee or profit COMPANY would have earned on the unperformed work.

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 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 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.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK.**

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. **WAIVER: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CONSEQUENTIAL DAMAGES, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE WORK CONTEMPLATED UNDER 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: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/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 _____, 2024 personally appeared, _____, an officer of Fieldturf USA, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of

COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

City of Midland Beal Park Soccer Fields

October 31, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Equalis Cooperative Purchasing contract. Equalis provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Equalis Contract #2020.05.2.

equalis GROUP

Click the following hyperlink for Equalis Due Diligence Documentation: Equalis #2020.05.2

City of Midland Beal Park Soccer Fields & Site Development	LUMP SUM
FieldTurf Classic HD 2.25" (FTHD-57) on approx. 253,635 SF Total **Field 1:** Approx. 54,735 SF **Field 2:** Approx. 198,900 SF **Price includes:** **a)** Design Services and Construction Documents limited to the limits of FieldTurf surfacing only, including, and limited too: a. Layout Plan b. Drainage Plan c. Field Marking Plan d. Detail Plans as required to complete the installation of the field **b)** Mobilization **c)** Survey and layout of our Work **Soccer Fields** **d)** Accept non-yielding, stabilized and compacted subgrade at +/- .1' from required elevation **e)** Laser-grade and compact subgrade to our required tolerances **f)** Supply and install 30mil HDPE liner over subgrade, adhered behind new PT nailer at perimeter curb **g)** Supply and install network of HDPE corrugated pipe a. 12" HDPE Collector Pipe b. 5 Junction Boxes per field c. 18" HDPE Outfall Pipe; outfall to be within 100' outside of turf limits	$13,786,060.00

1.800.724.2969 | info@fieldturf.com | fieldturf.com

h) Supply and install 6" layer of drainage stone, laser graded and compacted to turf requirements **i)** Supply and install set of four sets of portable soccer goals **j)** Installation of the artificial in-filled grass surface upon a suitable base. **k)** An (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface. **l)** Inlaid Soccer Markings. **Site Development** **m)** Remove +/- 3,200 LF of existing fencing; dispose offsite **n)** Remove 32 existing trees; dispose offsite **o)** Remove 10,800 SF of existing concrete flatwork and associated curb; dispose offsite **p)** Clear and grub +/- 2,167,000 sf of site **q)** Strip existing organics from site; dispose offsite **r)** Rough grade of the extents of the site (+/- 2,167,000 SF) **s)** Construct 8,050 LF of concrete curb/gutter at outside of new parking lots - including saw tooth curb **t)** Construct 65,600 SF of 5" thick concrete flatwork; sidewalks, and concourse areas **u)** Construct 5,850 SF of 10" thick concrete drive **v)** Construct 160,350 SF of 2" of HMAC on 8" of base rock; provide 15 wheel stops, 6 handicap signs, and striping **w)** Reseal +/- 52,265 AF of existing HMAC parking lot; strip upon completion **x)** Supply and install two Calpipe security bollards **y)** Supply and set +/- 74 limestone blocks 5' x 2' x 2' **z)** Supply and install irrigation system as detailed on sheets L4.01-L4.06 **aa)** Supply and install +/- 348,950 sf of big roll TiffTuf sod; includes 1 month grow-in period **bb)** Supply and install +/- 1,950.150 sf of hydroseed; includes 1 month grow-in period **cc)** Hydroseed remaining portion of undeveloped site; NO temporary irrigation or grow-in **dd)** Provide and install nine Lithonia DSXI LED parking lot lighting on 25' straight square steel; including electrical **ee)** Install 2 owner provided scoreboards with electrical connection **ff)** Provide landscape per Plant Schedule on sheet L3.08 **gg)** Construct +/- 34,900 sf of river rock rain garden with associated landscape features as detailed **hh)** Construct two foot bridges as detailed on sheet L2.01 **ii)** Supply and construct +/- 5,400 lf of 6' black vinyl chain link fencing with top and bottom rail **jj)** Supply and construct 7 single swing chain link gates with associated gate hardware **kk)** Supply and construct 6 sliding chain link gates with associated gate hardware **ll)** Provide and install 20' high netting system with associated black posts	
Performance & Payment Bonds	$209,895.00
Total	**$13,995,955.00**

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ALTERNATE PRICE

ADD Alternate No. 1: Concrete Sidewalk	LUMP SUM
Concrete sidewalk south of MSA Parkway	ADD
Total	**$100,300.00**

ADD Alternate No. 2: Concrete Unit Pavers	LUMP SUM
Provide concrete unit pavers in lieu of broom finished concrete; +/- 4,500 SF outside concessions	ADD
Total	**$91,315.00**

ADD Alternate No. 3: Omega Fencing	LUMP SUM
Provide Omega 6' wire fencing in lieu of 6' black vinyl chain link	ADD
Total	**$569,835.00**

ADD Alternate No. 4: Shade Trellis	LUMP SUM
Construct shade trellis outside of concessions	ADD
Total	**$105,415.00**

ADD Alternate No. 4.1: Site Furnishings at Shade Trellis	LUMP SUM
Provide site furnishings outside of concessions from Alt #4	ADD
Total	**$98,500.00**

ADD Alternate No. 5: Monument Sign	LUMP SUM
Monument Sign	ADD
Total	**$67,537.00**

ADD Alternate No. 6: Wayfinding Signage	LUMP SUM
Wayfinding Signage	ADD
Total	**$72,050.00**

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ADD Alternate No. 7: Metal Roofing	LUMP SUM
Provide metal roofing in lieu of new fabric shade canopies	ADD
Total	**$280,900.00**

ADD Alternate No. 8: Metal Roofing – Existing Canopies	LUMP SUM
Provide metal roofing at existing fabric shade canopies	ADD
Total	**$476,700.00**

ADD Alternate No. 9: Playground	LUMP SUM
Provide and construct playground with associated flatwork and furnishings	ADD
Total	**$195,820.00**

ADD Alternate No. 9.1: Playground	LUMP SUM
Remove playground structure & fall protection from Alt #9; includes civil scope only	ADD
Total	**$44,690.00**

ADD Alternate No. 10: Landscape Plan – MSA	LUMP SUM
Provide landscape per Alternate Plant Schedule on sheet L3.08; MSA Parkway only	ADD
Total	**$135,630.00**

ADD Alternate No. 11: MSA – 28 Caliper Trees – MSA	LUMP SUM
Provide 28 - 6" caliper trees at Southside of MSA Parkway in lieu of Alternate Plant Schedule	ADD
Total	**$282,525.00**

ADD Alternate No. 12: MSA – 25 Caliper Trees	LUMP SUM
Provide 25 - 6" caliper trees at Northside of MSA Pkwy in lieu of Plant Schedule	ADD
Total	**$252,255.00**

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ADD Alternate No. 13: Landscape Plan – Beal	LUMP SUM
Provide landscape per Alternate Plant Schedule on sheet L3.08; Beal Parkway only	ADD
Total	**$84,715.00**

ADD Alternate No. 14: Beal – 21 Caliper Trees	LUMP SUM
Provide 21 - 6" caliper trees at Beal Pkwy in lieu of Alternate Plant Schedule	ADD
Total	**$211,895.00**

ADD Alternate No. 15: Beal – 18 Caliper Trees	LUMP SUM
Provide 18 - 6" caliper trees at concession area in lieu of Plant Schedule	ADD
Total	**$181,625.00**

ADD Alternate No. 16: Beal – 14 Caliper Trees	LUMP SUM
Provide 14 - 6" caliper trees at rain garden in lieu of Plant Schedule	ADD
Total	**$141,260.00**

ADD Alternate No. 17: Chase Park Trash Receptacles & Bike Racks	LUMP SUM
Provide and place 35 Chase Park trash receptacles and 2 bola bike racks	ADD
Total	**$99,600.00**

ADD Alternate No. 18: Bleachers	LUMP SUM
Provide and install 12 3-row x 21' bleachers	ADD
Total	**$100,405.00**

ADD Alternate No. 19: Shade Structure	LUMP SUM
Provide and install 12 cantilever fabric shade structures	ADD
Total	**$217,190.00**

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COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Classic HD 2.25" (FTHD-57) system, with the following product characteristics:

- **Pile Height:** 2.25 Inches
- **Infill Weight:** 6.2 lb. sand & 2.2 lb. cryo per sq. ft.
- **Pile Weight:** 33 oz/yd^2
- **Total System Weight:** 1264 oz/yd^2

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE DOES NOT INCLUDE:

a) Any costs associated with necessary charges relating to the delineation of the field
b) Any GMAX testing
c) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders and will become an extra charge over and above the offered price.
d) Geotechnical testing, investigation of site
e) Rock Excavation
f) Soil Stabilization
g) Allowances/contingencies
h) Supply or installation of perimeter safety fencing
i) Supply or installation of temporary irrigation
j) Field graphics
k) Supply or installation of time clocks, scoreboards, or communication systems
l) This proposal is based on our designed dynamic base drainage system and internal storm water calculations. We anticipate the local municipalities accepting this system during the permitting phase. If not accepted, additional costs may be required to construct an alternate drainage system
m) Payment of any required capacity fees, tap fees, usage fees, reservation fees, hydrant flow test fees, impact fees, or other regulatory and/or permitting fees
n) All union labor, prevailing wages, or other labor law levies.
o) Taxes or Testing Fees

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

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COOP PRICING PROPOSAL

FieldTurf
A Tarkett Sports Company

Please feel free to reach out to any member of our project team with questions about our offer:

Jack Price
Project Manager
(443) 377-2603
Jack.Price@FieldTurf.com

David Ross
Regional Sales Manager
(816) 886-8097
David.Ross@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per: _____
Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

_____
Owner (Signature)

_____
Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.

Smart Buy
PURCHASING PROGRAM
FIELDTURF • BEYNON

COOP PRICING PROPOSAL

FieldTurf® A Tarkett Sports Company

CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.

b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.

c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.

d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure

e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.

f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.

g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.

h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.

i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

j) All colors are to be chosen from FieldTurf's standard colors.

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

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

State: Texas

Construction Type: Building

County: Midland County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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 http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

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 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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 ($17.20) or 13658
($12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

City Council Meeting

Item Number: 14

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Justine Ruff, Director

Subject: **MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 12 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 FOR (I) AN INCREASE IN THE SCOPE THE TERMINAL MODERNIZATION AND CHECKPOINT RELOCATION PROJECT (900276) AND THE APPROPRIATION OF $276,125.00 TO SAID PROJECT, AND (II) AN INCREASE IN THE SCOPE OF THE AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION PROJECT (700351) AND THE APPROPRIATION OF $65,000.00 TO SAID PROJECT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

To add scope and additional appropriation language to the Terminal Modernization and Checkpoint Relocation and the Airfield Snow Removal Vehicles and Equipment Acquisition Projects at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Strategic Priority:

(Transparent & Consistent Communication)

TERMINAL MODERNIZATION AND CHECKPOINT RELOCATION PROJECT (#900276

Fiscal Impact:

Airport/City Share 100% (possible future FAA reimbursement)	$ 276,125.00
Total Recommended additional Lump Sum Appropriation	**$ 276,125.00**

Appropriation Language:

That the sum of $276,125.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the Terminal Modernization and Checkpoint Relocation (#900276).

AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION PROJECT (#700351)

Fiscal Impact:

Airport/City Share 100% (possible future FAA reimbursement)	$ 65,000.00
Total Recommended additional Lump Sum Appropriation	**$ 65,000.00**

Appropriation Language:

That the sum of $65,000.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the Airfield Snow Removal Vehicles and Equipment Acquisition Project. (#700351).

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 12th amendment to that agreement and adds scope to two previously approved projects at Midland International Air & Space Port. This agreement must be amended each time a project on the approved list is initiated, changed or a new project added.

TERMINAL MODERNIZATION AND CHECKPOINT RELOCATION PROJECT (#900276)

MAF has experienced considerable growth in passenger enplanements in the past 2 years with record enplanements in FY2023 and FY2024. Due to the increase in enplanements, the Transportation Security Agency (TSA) has requested that MAF provide a passenger screening/checkpoint area that can accommodate three (3) screening lanes, increasing the number of lanes from the existing two. Parkhill completed a Planning and Concept review of the existing Terminal to evaluate solutions to increasing the passenger screening/checkpoint to accommodate the new TSA criteria for three (3) screening lanes. The original Terminal screening/checkpoint area was designed based on pre-9/11 security measures and does not meet the post-9/11 TSA requirements with the current and projected number of passenger enplanements.

Based on meetings between Airport staff and Parkhill, the solution identified was to expand the Lobby Level of the Terminal to the south and relocate the passenger screening/checkpoint area to the Lobby Level just south of airline ticketing. Upon clearing the screening area on the Lobby Level, passengers would then access the upper Concourse Level using escalators and an elevator. This configuration would allow passenger queuing prior to entering the screening/checkpoint area to be located on the Lobby Level of the Terminal, eliminating the potential for passengers backing up on the escalators in the queuing lanes. The new TSA screening area will be sized to allow future expansion to four (4) screening lanes. The existing passenger screening/checkpoint area will be modified to be passenger exit only from the Concourse Level. In a recent meeting with TSA headquarters staff, it was revealed that the TSA will be supporting MAF with personnel and equipment for (4) screening lanes as soon as the new checkpoint area opens. The TSA immediate expansion to four lanes and the increase of approximately 60,000 passengers in FY24 has determined that additional proposed space may be more than the current proposed footprint will allow. The additional scope and appropriation to this project will help determine the needed footprint for the new screening area and includes the following:

1. Subconsultant Services – Preparation of Sketch Plat, Preliminary Plat, Final Plat and Right of Way Vacation for Terminal Building.

2. Subconsultant Services - Transportation Security Administration (TSA) requested Facility Security Level Risk Management Analysis in accordance with Department of Homeland Security's MAF Facility Security Assessment Report and a FSL II level facility dated November 2023.

3. Subconsultant Services – Prepare model of passenger movement through the passenger screening checkpoint to determine current and future passenger queuing space requirements utilizing historical data provided by MAF, TSA and the Airlines.

Initially, the funding for these subconsultants will be 100% Airport funds; however, MAF has received two Airport Terminal Program (ATP) Grants for funding a portion of this project. The Airport has been awarded over $10 million towards this project in ATP Grants thus far and will compete for additional funding next year.

AIRFIELD SNOW REMOVAL VEHICLES AND EQUIPMENT ACQUISITION PROJECT (#700351)

Midland International Airport (MAF) is required by the Federal Aviation Administration (FAA) to have a Snow and Ice Control Plan. To comply with the plan, MAF requires snow removal vehicles and associated equipment to maintain the designated "Priority 1" runway, taxiways and aprons to a "no worse than wet" condition during winter conditions. This requires vehicles and equipment that include snowplows, snow brooms, snow blowers and de-icing agent applicators.

MAF's current snow and ice control vehicles and equipment are of the age that the equipment is beyond its useful life and obtaining parts has become an issue. In addition to the age of the

equipment, the FAA recently issued new and updated requirements for the snow and ice removal equipment that require changes in the capabilities of the equipment to remove snow in the required amount of time. This project will acquire snow removal vehicles and the associated equipment to meet the FAA requirements of the Airport's Snow and Ice Control Plan.

The additional scope and appropriation for this project includes subconsultant services for snow removal equipment calculations and requirements for MAF per FAA Advisory Circulars; develop equipment specifications for use in bidding vehicles and equipment in accordance with the FAA Advisory Circular and MAF Winter Operations Plan; and perform manufacturer facility site visits during the manufacturing of the equipment.

Initially, the funding for this project will be 100% Airport Funds. The cost of this project is scheduled to be funded 100% by Passenger Facility Charge (PFC) funds.

City Manager's Office

AMENDMENT NO. 12
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), June 28, 2022 (Amendment 4), October 11, 2022 (Amendment 5), April 11, 2023 (Amendment 6), June 13, 2023 (Amendment 7), September 23, 2023 (Amendment 8), November 14, 2023 (Amendment 9), December 12, 2023 (Amendment 10), and February 27, 2024 (Amendment 11);

AND WHEREAS, the City of Midland, Texas desires Parkhill to continue to perform services as amended below on the existing projects listed in the Recitals of the Agreement as Item 3 Airfield Snow Removal Vehicles and Equipment Acquisition, Item 22 MAF Terminal Modernization and Checkpoint Relocation:

THIS AGREEMENT WITNESSETH:

A. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph B 4.02:

"Item 3 Airfield Snow Removal Vehicles and Equipment Acquisition

Additional scope of services to the existing project.

The total compensation for Professional Services under Item 3 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 3 under this Amendment shall not exceed $65,000 without written authorization from the Owner.

a. Subconsultant Services for Snow Removal Equipment calculations and requirements for MAF per FAA Advisory Circulars. Develop equipment specifications for use in bidding vehicles and equipment in accordance with the FAA Advisory Circular and MAF Winter Operations Plan. Perform manufacturer facility site visits during manufacture of equipment.

* Scope of Services Attached"

"Item 22 MAF Terminal Modernization and Checkpoint Relocation

Additional scope of services to the existing project.

The total compensation for Professional Services under Item 22 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 22 under this Amendment shall not exceed $276,125 without written authorization from the Owner.

a. Subconsultant Services – Preparation of Sketch Plat, Preliminary Plat, Final Plat and Right of Way Vacation for Terminal Building
b. Subconsultant Services – Transportation Security Administration (TSA) requested Facility Security Level Risk Management Analysis in accordance with Department of Homeland Security's MAF Facility Security Assessment Report and a FSL II level facility dated November 2023 (Scope of Services Attached)
c. Subconsultant Services – Prepare model of passenger movement through the passenger screening checkpoint to determine current and future passenger queuing space requirements utilizing historical data provided by MAF, TSA and the Airlines (Scope of Services Attached)"

IN WITNESS WHEREOF, the City of Midland, Texas and Parkhill have hereto set their hands this 12th day of November, 2024.

OWNER:	ENGINEER:
CITY OF MIDLAND, TEXAS	PARKHILL
By:	By:
Lori Blong	Danny G. Winchester
Title: Mayor	Title: Principal
Date Signed:	Date Signed: November 12, 2024
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

AIRPORT SNOW & ICE REMOVAL CONSULTING, LLC
Scope of Work

This is an agreement between Airport Snow & Ice Removal Consulting, LLC and Parkhill Engineering.

Phase 1 (Study & Report Phase)

Scope of Work:

- Parkhill Engineering (client) will provide Midland Airports (MAF) Snow and Ice Control Plan (SICP.)
- Review MAF SICP.
- Additional Information request (if needed.)
- Perform SRE calculations based on information provided.
- Within 5 business days of receipt of plans, Consultant will meet with client to review findings of the snow removal needs.
- Participate in meeting(s) with client and MAF to discuss findings, options and snow removal equipment budget.
- Participate in WebEx meetings as needed.

Phase 2 (Preliminary Design)

Scope of Work:

- Research best SRE options as determined from the meeting with client and MAF.
- Review finding and develop equipment specification for each unit per AC 150/5220-20A, AC 150/5220-30 & AC 150/5210-5.***Estimate 180 hours or less depending on the number of SRE***
- Provide progress briefing to client as requested.
- Provide draft equipment specification copies to client for comment and review.
- Meet with client as needed.

Phase 3 (Final Design & Bid)

Scope of Work:

- Prepare final SRE bid specifications.
- Assist client with submittals to MAF's ADO if needed.
- Provide technical assistance with questions from ADO.
- Attend any pre-bid meetings if required by client & MAF.
- Assist with review and comment of the RFP/RFQ submittals.
- Meet with MAF representative at the April SRE Trade Show to review the latest SRE.
- Meet with client as needed.

Phase 4 (Inspection and Final Acceptance)

Scope of Work:

- Once units are delivered to MAF, participate in final inspection and acceptance of the SRE.
- Assist client & MAF with any discrepancies.
- Assist client with close out to ensure MAF receives O&M's and training required by the manufacture.

SUBCONSULTANT SERVICES SCOPE OF WORK

TSA REQUESTED FACILITY SECURITY LEVEL RISK MANAGMENT ANALYSIS

II. Scope of Services

A. Following written authorization from the Client to proceed with each subsequent phase of the Work, Walter P Moore shall provide the services for each phase as described in Table A: SCOPE OF SERVICES

Table A: SCOPE OF SERVICE				
SCOPE		Included	Not Included	NOTES
Physical Security Design Deliverables				
1	Physical Security Narrative	**X**		Provided for each phase indicated in Section 1.E.
2	Prescriptive requirements for relevant Specifications of Delegated Design Building Components	**X**		Delegated design building components are expected to include exterior window and door systems. For a FSL II facility, no special measures are required for the window systems to be blast resistant. The only FSL II requirement for façade and structural elements is to use construction materials which have inherent ductility and which are better able to respond to load reversals.
3	Blast and/or Security Specific Construction Drawing development		**X**	Blast resistance (if applicable) and ATFP requirements will be coordinated with, and incorporated into other disciplines drawing packages (e.g. structural, MEP, and architectural drawings). As noted below, the project is expected to meet the requirements of Facility Security Level 2 (FSL II), which does not require blast resistant design.
4	Incorporating Physical Security requirements for The Risk Management Process for Federal Facilities: an Interagency Security Committee (ISC) Standard	**X**		Project is noted as Facility Security Level 2 (FSL II) in the SOW. However, SOW Attachment J-1g Requirements Document dated October 2022 indicates in Section 2.8.2.11 that the final security level determination and associated requirements will need to be coordinated with the Service Area SSE. The coordination with the Service Area SSE will need to occur during the Schematic Design phase (or early in the project) to determine if additional security measures are required. If additional security measures (e.g. blast resistant design) are required, Walter P Moore will need to submit a revised scope and fee proposal.
5	Review and coordination of the baseline Standards identified by ISC based on Facility Security Level	**X**		Preparation of a narrative outlining proposed strategies for achieving compliance with standards and discipline specific coordination of each

Table A: SCOPE OF SERVICE				
SCOPE		Included	Not Included	NOTES
				relevant standard for each deliverable at each phase of the project. As noted above, these requirements are indicated to be a FSL II.
6	Design of the buildings or component systems to resist specific blast, ballistic, vehicle impact or other Design Basis Threats (DBT)		**X**	Not required based on the SOW and classification as a FSL II.
7	Determination of Specific Design Basis Threats or Threat, Vulnerability and Risk Assessment		**X**	Not required based on the SOW and classification as a FSL II.
8	Blast base shear analysis		**X**	Not required based on the SOW and classification as a FSL II.
9	Proof-of-concept blast analysis of exterior envelope and window systems including glazing, mullion framing, and supporting structure.		**X**	Not required based on the SOW and classification as a FSL II.
10	Meeting during Schematic Design Phase with Service Area SSE to determine final security level determination.	**X**		One (1) virtual meeting
11	Progressive collapse analysis and design.		**X**	Progressive collapse resistant design I not required based on the SOW and classification as a FSL II. Only requirements for a FSL II facility is to use construction materials which have inherent ductility and which are better able to respond to load reversals.
12	Review of the site for compliance with items noted in the ISC Risk Management Process Countermeasures table for a FSL II site.	**X**		This includes reviewing items such as receptacle and container placement and signage. Vehicle barriers are not expected to be required based on the facility being designated as a FSL II facility.
13	Development of anti-ram security features		**X**	Vehicle barriers are not expected to be required based on the facility being designated as a FSL II facility.
14	Finite Element blast or anti-ram analysis of Building or Site Components		**X**	
15	Physical Security Design compliance letter following completion of design.	**X**		
16	During Construction Administration, Walter P Moore will only be reviewing complete submittal packages of building components relevant to physical security requirements – partial package will not be reviewed. Review will be for general conformance with physical security requirements.	**X**		Walter P Moore assumes a maximum of two submittal reviews per design component. One initial review and second review addressing comments. Additional reviews will result in additional services.
17	Analysis and design of building component systems for other loading types including blast, forced-entry, bullet-resistance, etc.		**X**	
18	Testing of any building components.		**X**	
19	Final design of Delegated Design Building Components		**X**	
20	Web meetings with Design Team, Airport authority, and/or government	**X**		A total of 10 meetings have been included for coordination and review throughout the duration of the project.

Table A: SCOPE OF SERVICE				
SCOPE		Included	Not Included	NOTES
21	Travel including Site Visits		**X**	Site visits for security requirements are not required during Construction Administration
22	In-person Meetings		**X**	Meeting attendance anticipated to be via web conference.
23	Services resulting from revisions which are inconsistent with approvals or instructions previously given by Client		**X**	
24	Services resulting from revisions due to enactment or revisions to codes, laws, or regulations		**X**	
25	Services resulting from corrections or revisions required because of errors or omissions in construction		**X**	
26	Services due to extended design or construction time schedules		**X**	
27	Value Engineering		**X**	
28	Design and Detailing for Additive or Deductive Alternates		**X**	
29	Services in the review and design of alternate or substitute systems submitted by the Contractor		**X**	
30	Detailed Field Surveys and Measurement of As-Built Conditions		**X**	

B. A Post Award Risk Assessment is not included in the base scope of services, but this can be provided as an additional service if requested. A post award risk assessment may be required following the meeting with the Service Area SSE during the Schematic design phase. Walter P Moore has the capabilities and expertise to provide the risk assessment.

C. Scope of services is provided for the baseline FSL II physical security requirements. If post award risk assessment indicates additional measures are required those items shall be performed as additional services

Security Screening Check Point (SSCP) Modeling Support
Parkhill SSCP Relocation Project

Scope of Work (SOW)

This scope will analyze the proposed relocated security screening checkpoint (SSCP) at Midland International Airport (MAF or Airport) for both throughput and passenger queueing. Both the existing SSCP and proposed SSCP will be modeled for comparative purposes. Performance modeling of the proposed and existing SSCP will analyze existing checkpoint performance, as well as future demands and proposed configurational improvements. Checkpoint requirements will be estimated utilizing a spreadsheet model. Performance modeling of the existing SSCP and future concept will use a dynamic simulation modeling program called Comprehensive Airport Simulation Tool (CAST) to determine the impacts to passenger flows and Level of Service (LOS). Detailed descriptions of each task are provided in the following subsections.

Tasks and Deliverables

1. Demand Basis and Target Requirements

1.1. Prepare two design day flight schedules (DDFSs) representing existing and future airline flight schedules at the Airport. The process will involve identifying a historical day closely resembling the operational demand level and profile associated with the peak month average day for 2024. The future flight schedule will be developed for a planning activity level (PAL) representative of 202X or as directed by the Airport. Future DDFS growth assumptions will be refined and discussed with the Airport. Analysis of the schedules will compare scheduled passenger demand, including but not limited to, by airline, domestic status, and concourse area. These schedules should include flight by flight descriptions of service routes, concourse gate, aircraft equipment types, load factors and local boarding percentages. Iterative coordination to present DDFS development to the Airport will include up to two web-based meetings.

1.2. Develop model and determine facility requirements. A localized spreadsheet model for SSCP conditions at MAF will be developed based on baseline and future checkpoint assumptions, such as processing throughput, lane types, lane utilization, and passenger distribution and metering of upstream processors (check-in). The Consultant will compile a presentation that will outline checkpoint assumptions to be confirmed prior to spreadsheet model development. Existing and future facility requirements for the SSCP will be determined using DDFSs. Requirements will estimate number of lanes and queue area needed to process projected passenger demands. Analysis of the SSCP will compare the proposed

relocation concept against calculated requirements. The task anticipates up to two (2) presentations showing analysis development with the project team.

Deliverables

A. Design Day Flight Schedule for existing and future activity levels in MS Excel format.
B. Target requirements for existing and future SSCP presented in MS PowerPoint.
C. Presentation outlining passenger activity and study results.

2. Performance Modeling

2.1. Develop a model of existing SSCP conditions. The Consultant will create an existing model representative of the current conditions at MAF. The model will incorporate assumptions determined in Task 1, including upstream processors such as general check-in processing of passengers. A massing model will be created from existing plans using Sketchup and imported into the CAST model. Calibration of the simulation model will adjust circulation flows and passenger movement to align with the built environment. Model calibration will also include the placement of analytical elements for performance analysis.

2.2. Model and analyze the performance of the existing SSCP. Both DDFSs will be used in the existing model. The existing DDFS will be used to calibrate the model to align with current experienced conditions. The future DDFS will highlight performance differences in passenger flows and level of service (LOS) experienced with higher demands if no improvements are made at the SSCP. A presentation summarizing performance evaluation metrics such as throughput, queue length, wait time, and accumulation using tables, graphs, and images will be prepared. Analysis will include two (2) simulation model animation videos. Effort will include video setup, recording, and postproduction edits as needed. Video lengths not to exceed two minutes each.

2.3. Develop a model of future conditions based on the latest Parkhill proposed concept plans. The existing model will be adapted to incorporate the Parkhill concept and future assumptions determined in Task 1. The existing massing model will also be adapted to represent the proposed concept. Calibration of the simulation model will adjust circulation flows and passenger movement to align with the newly built environment. Model calibration will also include the adjustment of analytical elements for performance analysis.

2.4. Model and analyze the performance of the proposed concept. Proof of concept modeling will analyze impacts to passenger flows, LOS, and compared to previous simulation model analyses, as appropriate, to understand potential improvements or gains. A presentation summarizing performance evaluation metrics such as throughput, queue length, wait time, and accumulation using tables, graphs, and images will be prepared. Analysis will include two (2) simulation model animation videos. Effort will include video setup, recording, and postproduction edits as needed. Video lengths not to exceed two minutes each. The two scenarios for the proposed concept are anticipated to include:

- Scenario 1 will include 3 lanes open at the relocated SSCP with existing demand.
- Scenario 2 will include 4 lanes open at the relocated SSCP with the future demand.

2.5. The Consultant will perform one additional model run that could explore varying throughput assumptions, lane type adjustments, utilization and/or passenger distribution assumptions for the existing or future activity level.
2.6. Iterative coordination to present model development and analysis to Parkhill and the MAF will include up to four web-based presentation meetings.

Deliverables

A. Sketchup model of existing and concept massing.
B. Presentation materials in PowerPoint and PDF formats.
C. Animation videos of the agreed-to scenarios and sensitivities (in wmv or mp3 format).

Assumptions

1. The model is intended to illustrate performance of the checkpoint facilities primarily and does not include passenger circulation occurring on the landside or the secure side of the terminal.
2. Assumptions for check-in facility availability and assumed passenger processing throughput rates outside of the SSCP will be provided by MAF, unless requested otherwise.
3. A scaled drawing and CAD files of the existing and Parkhill SSCP concept plans are to be provided to Ricondo. Material will include indicative passenger flows and queueing types.

City Council Meeting

Item Number: 15

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Sara Harris,

Subject: MOTION APPROVING AN AMENDMENT TO THAT CERTAIN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STARFIGHTERS SPACE TEXAS, INC. (DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a regular meeting on November 4, 2024 a resolution authorizing the execution of an amendment to that certain economic development agreement between the Midland Development Corporation and Starfighters Space Texas, Inc.; and authorizing payment therefor.

Recommended City Council Action:

Approve

Fiscal Impact:

$8,250.00 per month temporary hangar lease reimbursement

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Amendment provides for name change from Starfighters Space Texas, Inc., to Starfighters International, Inc. Also provides for administrative adjustments of lease reimbursement in the temporary hangar at MAF owned by Signature being utilized by Starfighters. Previous monthly reimbursable lease amount was $8,000.00. Signature has increased the monthly lease amount

to $8,250.00.

Morris Williams Jr.

City Manager's Office

AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND STARFIGHTERS INTERNATIONAL

THIS AMENDMENT is made and effective October 23, 2024, by and between the MIDLAND DEVELOPMENT CORPORATION ("*MDC*"), a Type A corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and STARFIGHTERS INTERNATIONAL, INC., successor in interest to Starfighters Space Texas, Incorporated ("*Company*").

WHEREAS, MDC and Starfighters Space Texas, Incorporated, entered into that certain Economic Development Agreement dated September 24, 2024 (the "*Agreement*"), which provides for the terms and conditions upon which MDC shall provide Company certain incentives in exchange for Company's expansion of its business operations and creation of primary jobs within the corporate limits of the City of Midland; and

WHEREAS, Starfighters International, Inc., as successor in interest to Starfighters Space Texas, Incorporated, is vested with all rights, responsibilities, and obligations of Starfighters Space Texas, Incorporated, that are contained in the Agreement; and

WHEREAS, the Agreement has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, MDC and Company desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

For and in consideration of the execution of this Amendment and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

1) The Agreement is hereby amended to replace all references to "Starfighters Space Texas, Incorporated" with "Starfighters International, Inc." to reflect that Starfighters International, Inc., is the successor in interest to Starfighters Space Texas, Incorporated, and is vested with all such right, responsibilities, and obligations under the Agreement.

2) Section IV.B is hereby amended to read in its entirety as follows:

B. **Hangar Space Reimbursement.** During the terms of the Temporary Hangar Lease and Short-Term Hangar Lease, MDC shall provide Company a monthly reimbursement in an amount not to exceed Eight Thousand Two Hundred Fifty and No/100 Dollars ($8,250.00) (the "*Hangar Reimbursement Cap*") to be used exclusively for the temporary and short-term storage of the Assets at the Midland International Air & Space Port; provided, however, that the MDC Chairman may elect to increase the Hangar Reimbursement Cap from time to time by issuing

written notice of such increase to Company. Any increase of the Hangar Reimbursement Cap shall be based on Company's actual cost to lease the hangar space, which may fluctuate with market conditions. MDC shall make such monthly reimbursement payments to Company as it incurs and pays the rental payments pursuant to the Temporary Hangar Lease and Short-Term Hangar lease. Each monthly reimbursement payment shall become due and payable thirty (30) days after the date MDC receives a reimbursement invoice evidencing Company's payment of the monthly rent due under the Temporary Hangar lease or Short-Term Hangar lease, as applicable. Notwithstanding the foregoing, MDC shall have the right to prepay any monthly reimbursement payment(s) due under this Agreement at the discretion of the MDC Chairman.

3) The Agreement, inclusive of this Amendment, is hereby ratified and affirmed by MDC and Company, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

[Signature Pages Follow]

EXECUTED by the duly authorized officials as of the day and year first above written.

MIDLAND
DEVELOPMENT CORPORATION

P. Lourcey Sams, Chairman

ATTEST:

Jill Pennington, Secretary

STARFIGHTERS INTERNATIONAL, INC.
Successor in interest to Starfighters Space Texas, Incorporated

By: _____

Name: RICK SVETKOFF

Title: PRESIDENT

THE STATE OF FL §
§
COUNTY OF Pinellas §

BEFORE ME, Collin Booten, a notary public, on this day personally appeared Richard Svetkoff, President of STARFIGHTERS INTERNATIONAL, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/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 23 day of October, A.D., 2024.

_____
Notary Public, in and for
the State of FL

COLLIN BOOTEN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires Apr. 4, 2028 Comm. # HH 312393

City Council Meeting

Item Number: 16

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Garrick Clayton, Oil and Gas Coordinator

Subject: **RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING, LLC ("OPERATOR") TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,365 FEET AND 2,045 FEET WEST OF NORTH A STREET AND BETWEEN 1,057 FEET AND 1,097 FEET NORTH OF PASSAGE WAY EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

Purpose:

Resolution approving the issuance of permits to COG Operating, LLC ("Operator") for the drilling of the following oil and gas wells: MASK HZ UNIT #1001BH; MASK HZ UNIT #1001JH; MASK HZ UNIT #1002LH; MASK HZ UNIT #1003BH; MASK HZ UNIT #1003JH; MASK HZ UNIT #1004LH; MASK HZ UNIT #1004MH; MASK HZ UNIT #1006JH; MASK HZ UNIT #1007LH; MASK HZ UNIT #1008JH; and MASK HZ UNIT #1008MH; said wells being generally located between 1,365 feet and 2,045 feet West of North A Street extension and between 1,057 feet and 1,097 North of Passage Way extension. 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:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Strategic Priority:

(Set the Standard for a Safe and Secure City)

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval with consideration of a fourth, North facing sound barrier and an additional exhibit. COG Operating will be using 24 ft. tall sound walls on 3 of 4 sides of the location during drilling and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, with power generation equipment that will be staged on pad behind sound barriers. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept on the property and the Tank Battery for these wells will be located in the county. COG Operating is requesting the following variances:

(1) requests to allow for twenty-four-hour fracing operations.
(2) requests variance to the Road Repair Agreement due to no city streets will be used.
(3) request a variance to the landscaping and irrigation due to no access to city water and the land is undeveloped.
(4) requests variance to remove drill cuttings from the location.

Attachments: Applications; Location maps; Exhibit - Drill site map, Exhibit – Flow Line Location.

Jose E. Ort

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO COG OPERATING, LLC ("OPERATOR") TO DRILL 11 OIL AND GAS WELLS LOCATED IN SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,365 FEET AND 2,045 FEET WEST OF NORTH A STREET AND BETWEEN 1,057 FEET AND 1,097 FEET NORTH OF PASSAGE WAY EXTENSION); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1) and a public hearing was held on October 8, 2024; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

> MASK HZ UNIT #1001BH; MASK HZ UNIT #1001JH; MASK HZ UNIT #1002LH; MASK HZ UNIT #1003BH; MASK HZ UNIT #1003JH; MASK HZ UNIT #1004LH; MASK HZ UNIT #1004MH; MASK HZ UNIT #1006JH; MASK HZ UNIT #1007LH; MASK HZ UNIT #1008JH; and MASK HZ UNIT #1008MH;

located in Section 11, Block X, H.P. Hilliard Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "K" and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

On motion of Council member _____, seconded by Council member

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1001BH oil and gas well shall be 230 feet from the north line and 1,365 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

EXHIBIT "A"

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

OIL AND GAS WELL PERMIT

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The location of Operator's MASK HZ UNIT #1001JH oil and gas well shall be 230 feet from the north line and 1,385 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

OIL AND GAS WELL PERMIT

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CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1003JH oil and gas well shall be 230 feet from the north line and 1,425 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

OIL AND GAS WELL PERMIT

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The location of Operator's MASK HZ UNIT #1004LH oil and gas well shall be 270 feet from the north line and 1,945 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

OIL AND GAS WELL PERMIT

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The location of Operator's MASK HZ UNIT #1004MH oil and gas well shall be 270 feet from the north line and 1,965 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
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Sound walls shall be used during drilling and completion operations as noted in the application.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

OIL AND GAS WELL PERMIT

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The location of Operator's MASK HZ UNIT #1006JH oil and gas well shall be 270 feet from the north line and 1,985 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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1. Twenty-four hour hydraulic fracturing operations are permitted.
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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1008JH oil and gas well shall be 270 feet from the north line and 2,045 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

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NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

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EXHIBIT "A"

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BY: _____

Lori Merritt Blong, Mayor

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COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security **– 24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

ATTACHED AS EXHIBIT C **is (~~a~~** ***~~Title Opinion by~~*** **Caroline Hoban** ***, a Certified Petroleum Landman/~~an opinion letter from~~*** **, ~~a licensed Texas Attorney~~)** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a~~** ***~~Title Opinion by~~*** ***, ~~a Certified Petroleum Landman~~/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1001BH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 230' FNL & 1365' FEL, Section 10, Block X, H.P. Hilliard 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 ~~**is the Road Repair Agreement**~~ **and** *Letter of Credit/Certificate of Deposit/Surety Bond* **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement.*** ~~***Option B (if applicable):***~~ ~~**Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**~~

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" **[See § J(35)]**

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***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)].**

***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

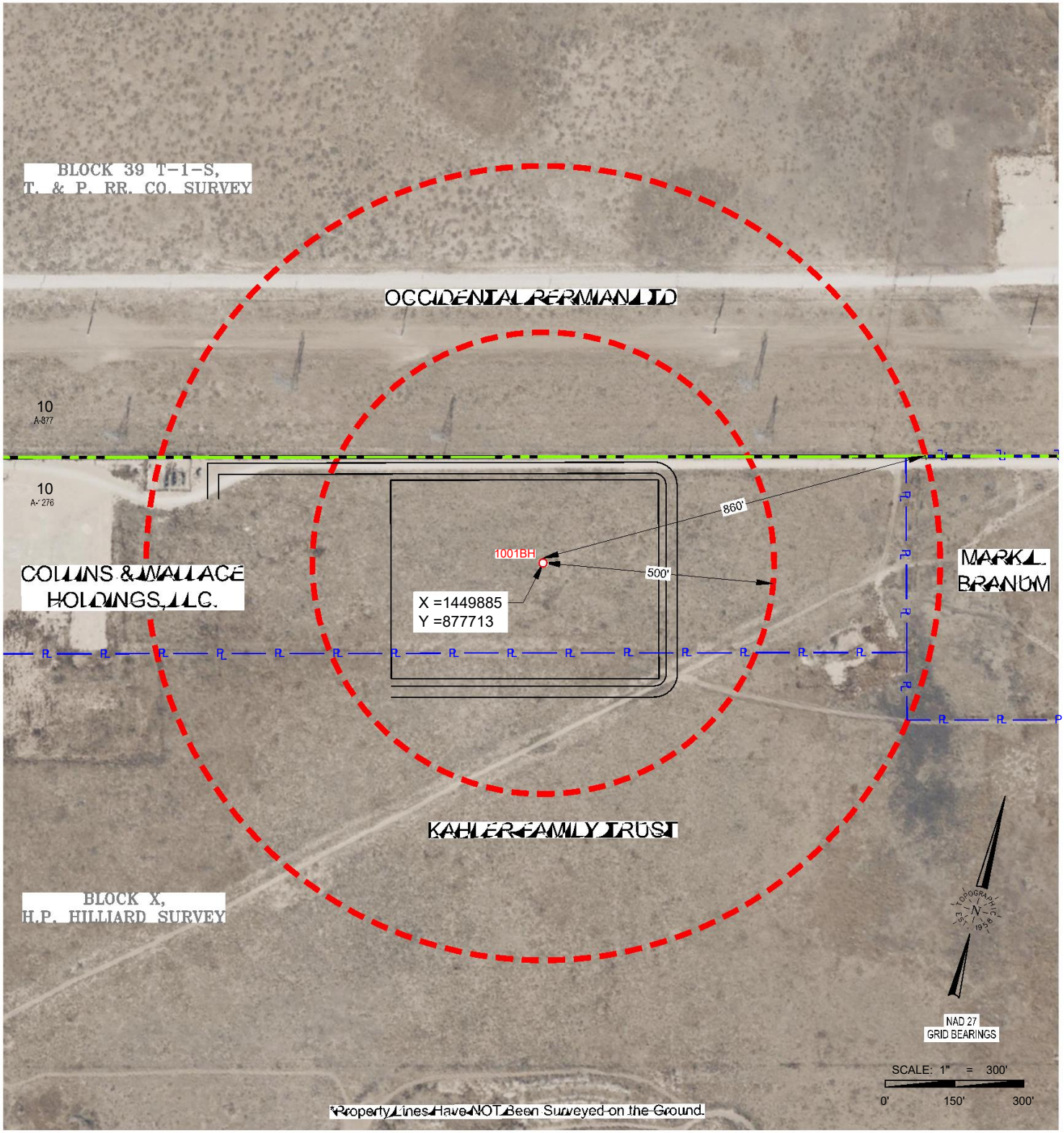
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1001BH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1001BH RADIUS MAP

LOCATION DESCRIPTION:

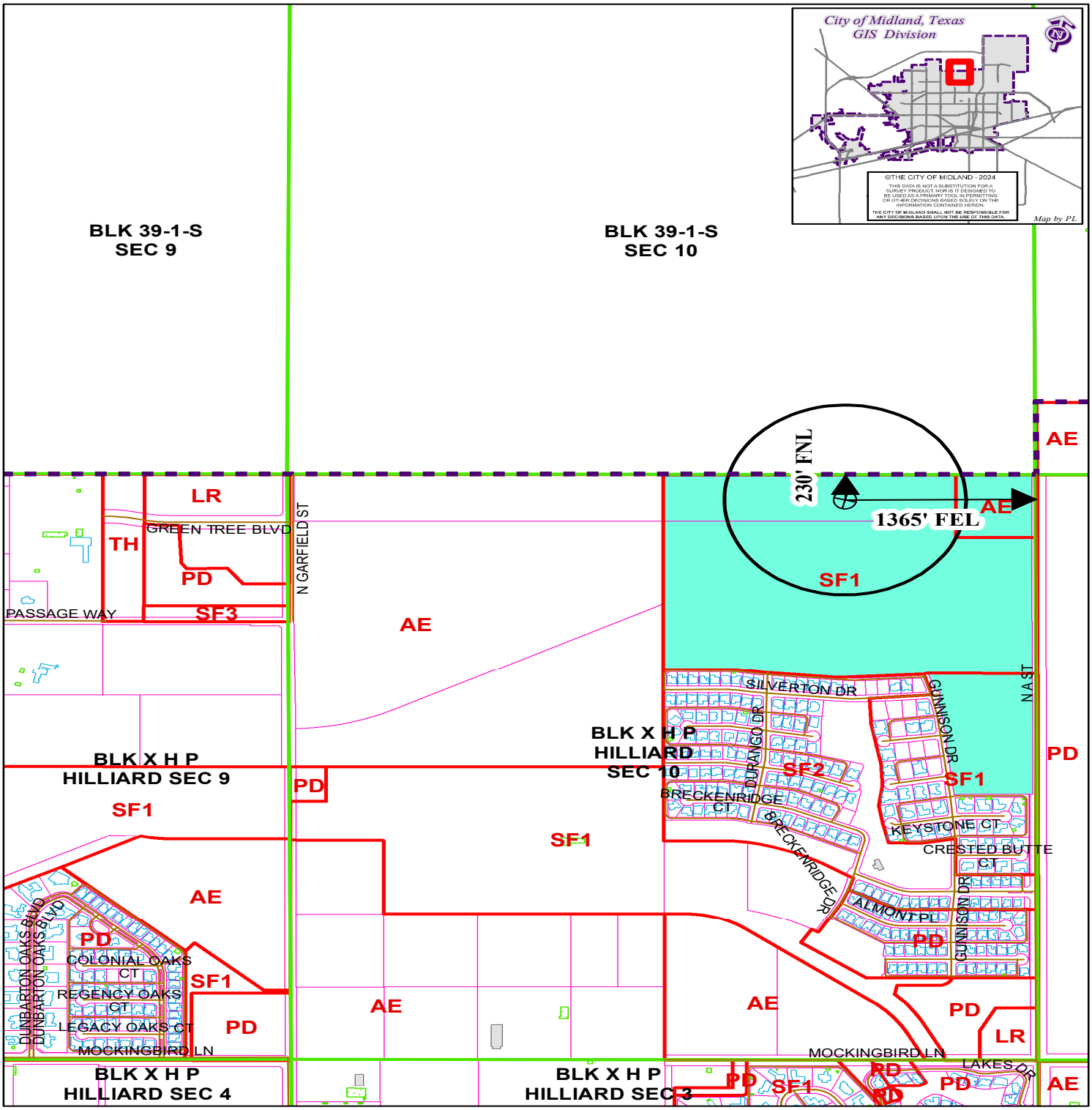
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888		Drawn By: IMU; 07/16/2024	

PACKET 16:58 November 12, 2024



LOCATION AND ZONING MAP

Oil - 062649 - 2024 **Scale: 1" = 1000'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 230' FNL and 1,365' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 1,365 feet west of North A Street Extension and 1,090 feet north of Paasage Way Extension.

Mask Hz Unit #1001BH

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
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CLR3	COMM/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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1001JH oil and gas well shall be 230 feet from the north line and 1,385 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

EXHIBIT "B"

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security **– 24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

ATTACHED AS EXHIBIT C **is (**~~**a** ***Title Opinion by***~~ **,** ~~***a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from***~~ **Caroline Hoban** ***, a Certified Petroleum Landman/***~~***an opinion letter from***~~ **,** ~~***a licensed Texas Attorney)***~~ **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (**~~***a Title Opinion by***~~ **,** ~~***a licensed Texas Attorney/a Take-off from***~~ **,** ~~***a Certified Petroleum Landman***~~***/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1001JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 230' FNL & 1385' FEL, Section 10, Block X, H.P. Hilliard 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 ~~**is the Road Repair Agreement**~~ **and** *Letter of Credit/Certificate of Deposit/Surety Bond* **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement.*** ~~***Option B (if applicable):***~~ ~~**Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**~~

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" **[See § J(35)]**

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***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)].**

***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

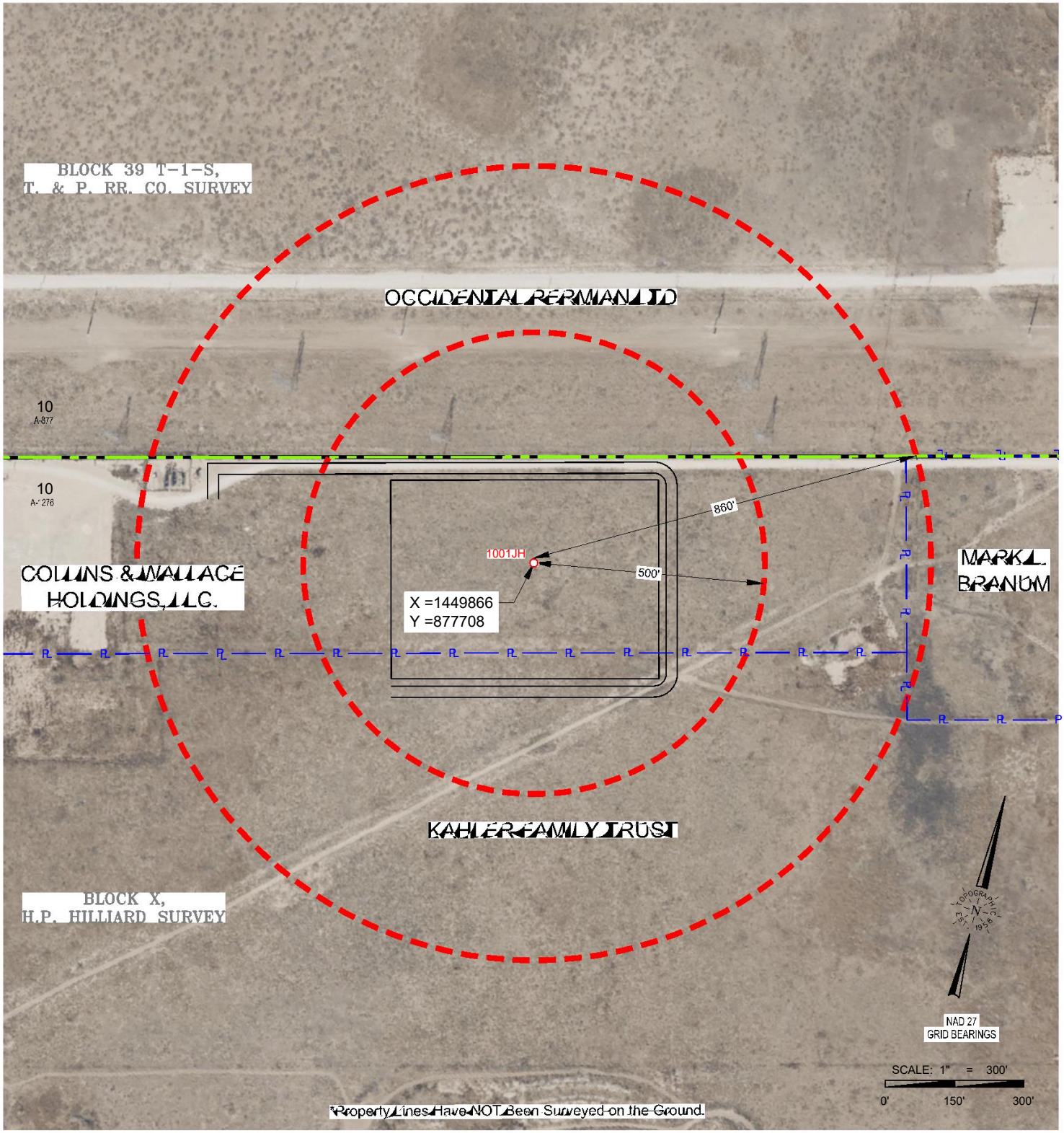
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1001JH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1001JH RADIUS MAP

LOCATION DESCRIPTION:

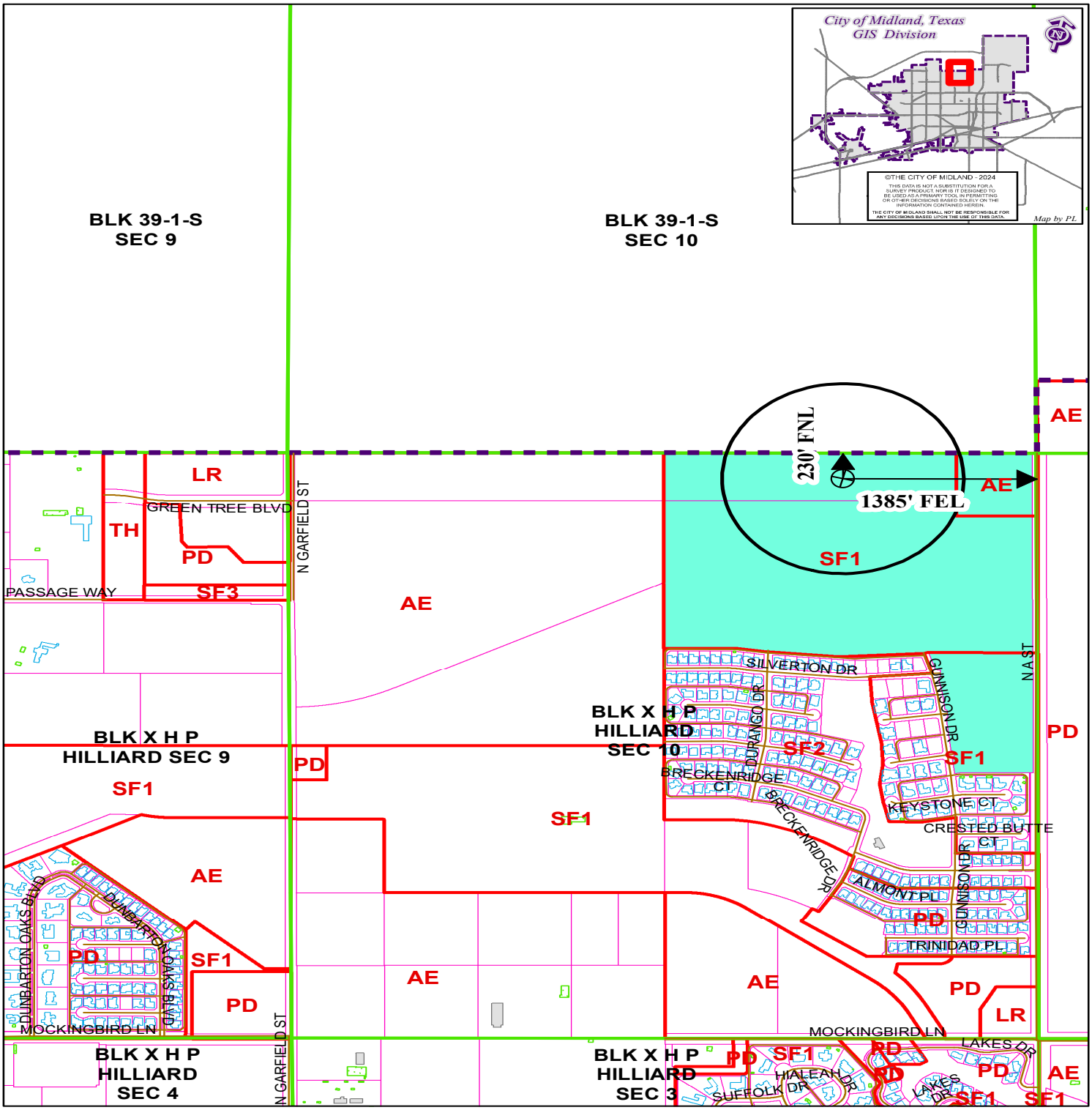
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888		Drawn By: IMU; 07/16/2024	

PACKET 16:68 November 12, 2024



LOCATION AND ZONING MAP

Oil - 062650 - 2024 **Scale: 1" = 1000'**

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Generally located 1,385 feet west of North A Street Extension and 1,079 feet north of Passage Way Extension.

Mask Hz Unit #1001JH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

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1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
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4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
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Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

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Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

ATTACHED AS EXHIBIT C **is (~~a~~** ***~~Title Opinion by~~*** **Caroline Hoban** ***, a Certified Petroleum Landman/~~a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~~~an opinion letter from~~*** **, ~~a licensed Texas Attorney)~~ indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a~~** ***~~Title Opinion by~~*** ***, ~~a licensed Texas Attorney/a Take-off from~~ , ~~a Certified Petroleum Landman~~/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1002LH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 230' FNL & 1405' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas

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(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

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***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

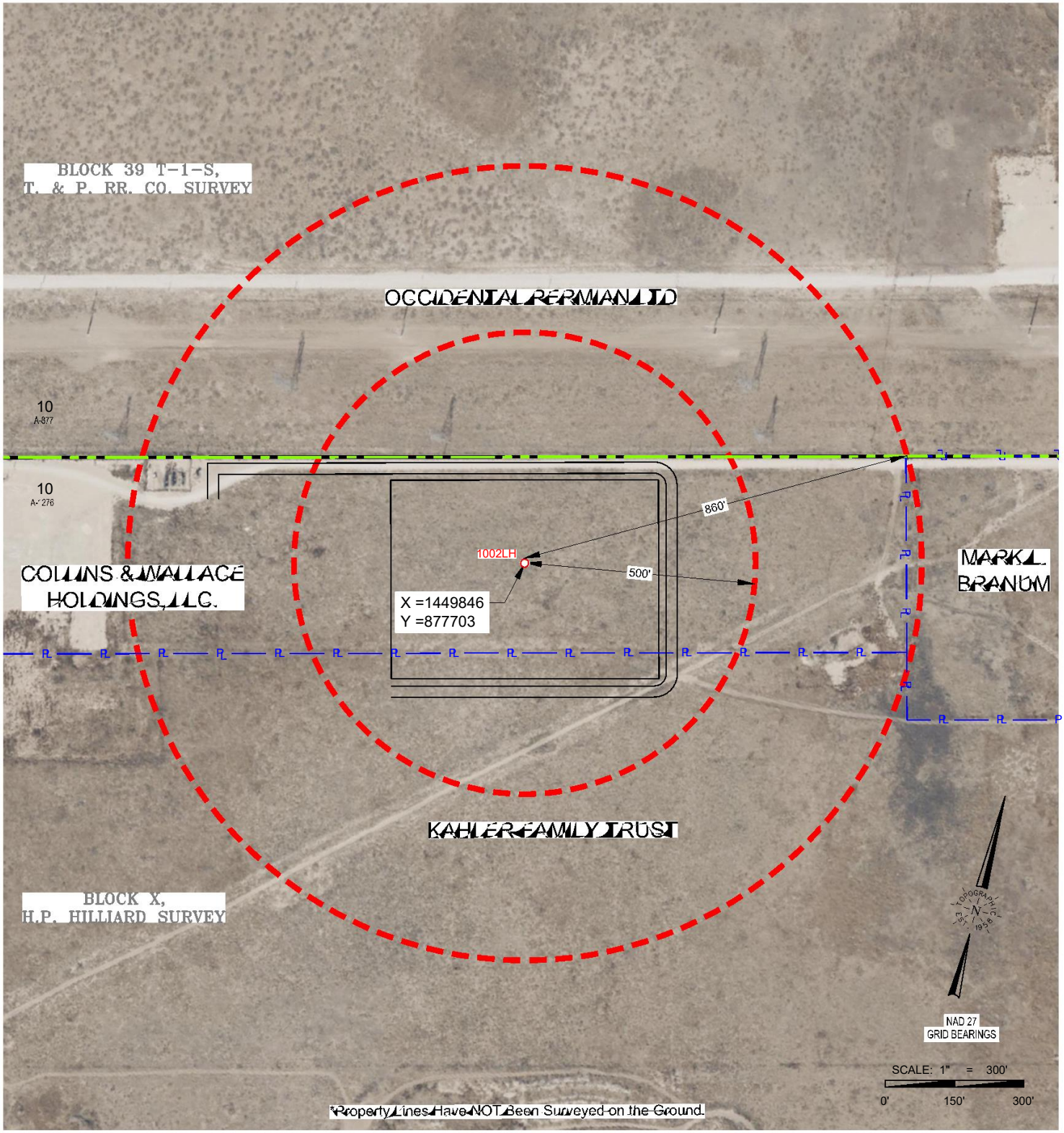
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



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TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1002LH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1002LH RADIUS MAP

LOCATION DESCRIPTION:

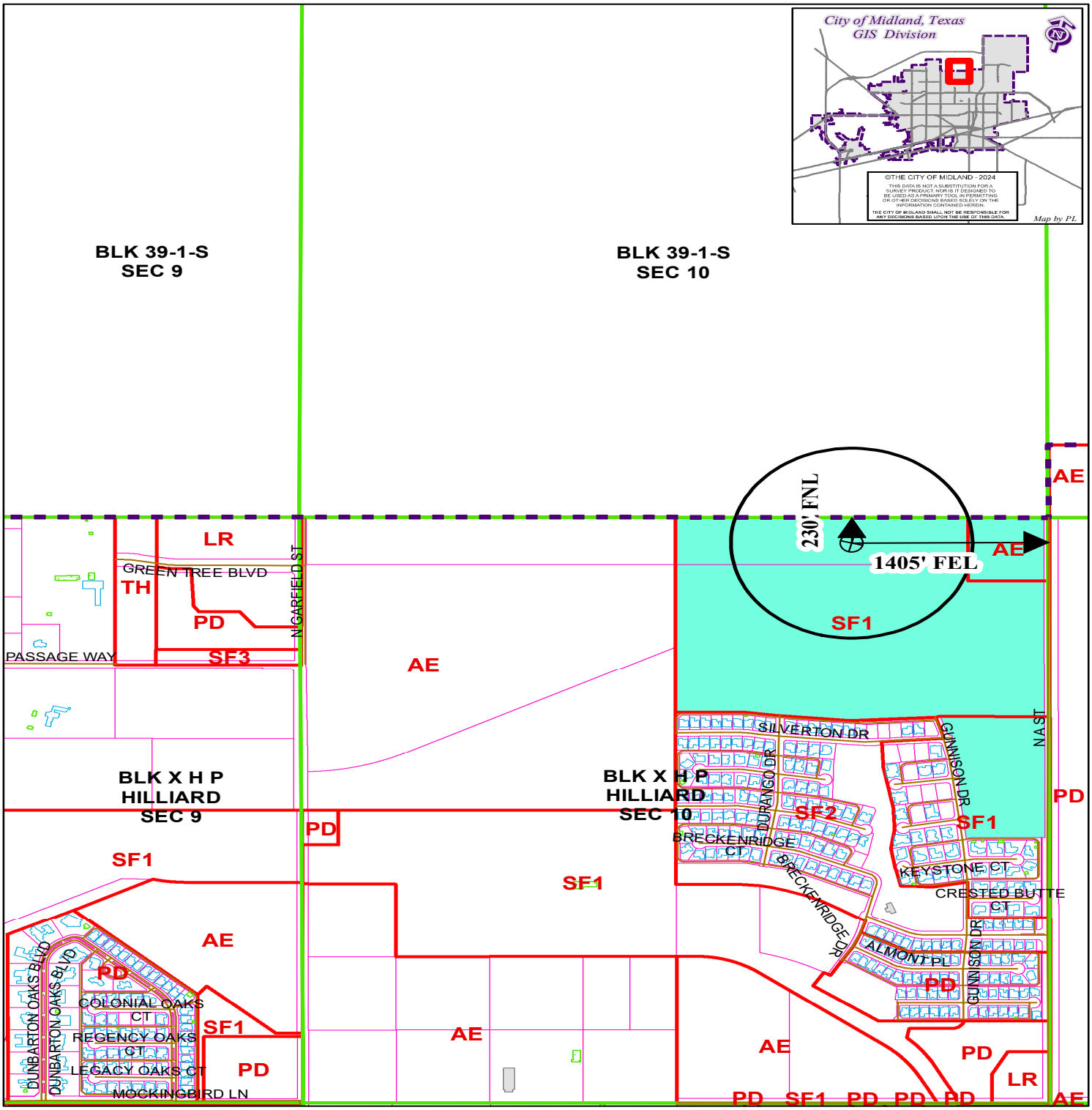
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888		Drawn By: IMU; 07/16/2024	

PACKET 16 of 78 November 12, 2024



LOCATION AND ZONING MAP

Oil - 062652 - 2024 **Scale: 1" = 1000'**

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Generally located 1,405 feet west of North A Street Extension and 1,079 feet north of Passage Way Extension.

Mask Hz Unit #1002LH

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
SE	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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1003BH oil and gas well shall be 230 feet from the north line and 1,445 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security **– 24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

ATTACHED AS EXHIBIT C **is (~~a~~** ***~~Title Opinion by~~*** **, ~~*a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from*~~** **Caroline Hoban** ***, a Certified Petroleum Landman/~~an opinion letter from~~*** **, ~~*a licensed Texas Attorney)*~~** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~*a Title Opinion by*~~** **, ~~*a licensed Texas Attorney/a Take-off from*~~** **, ~~*a Certified Petroleum Landman*~~*/Current Tax Roll from Midland Central Appraisal District),* which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1003BH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 230' FNL & 1445' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

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Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
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Notary Public, State of Texas

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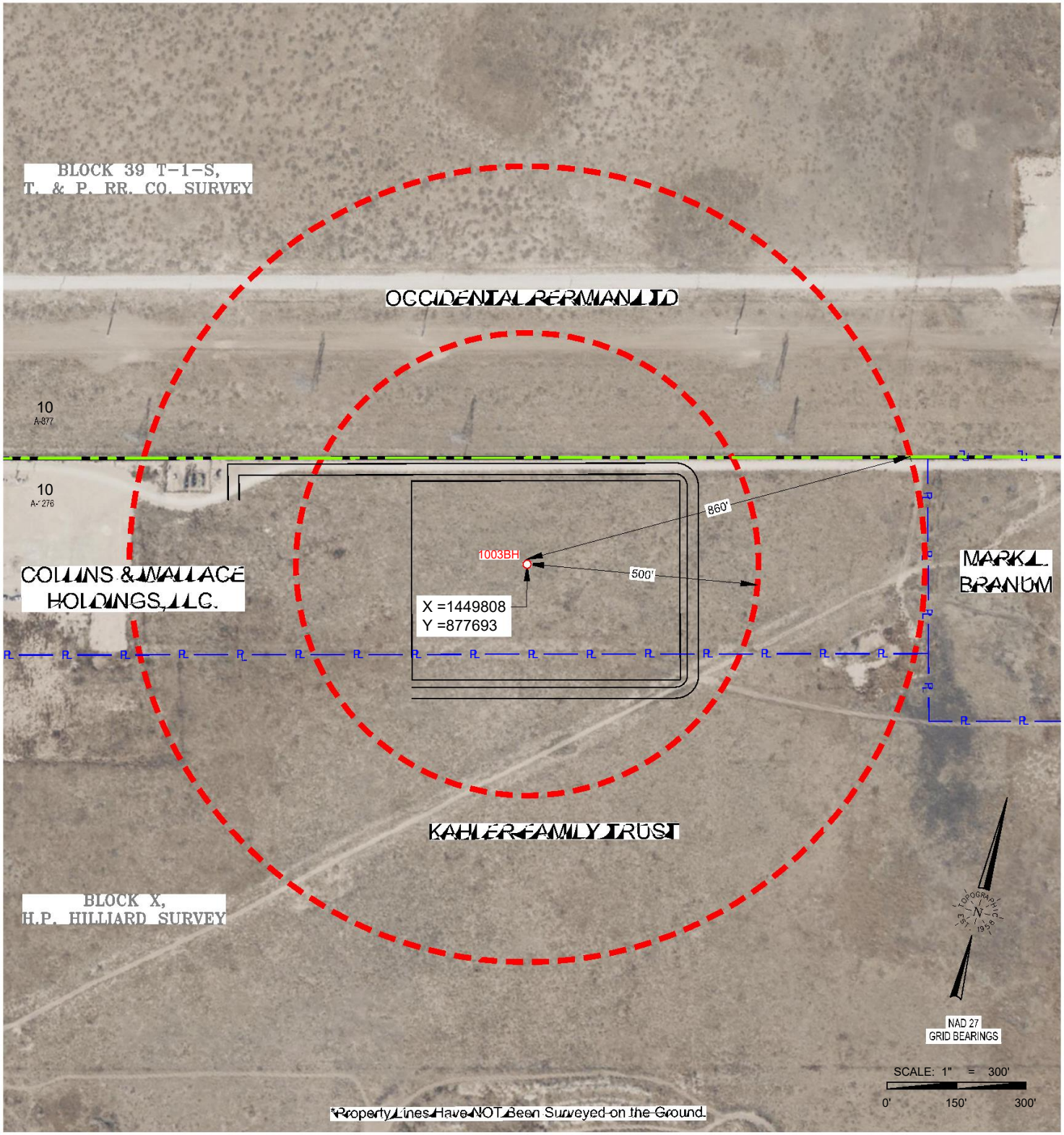
Comm. Expires 05-09-2026
Notary ID 131561095



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CD_MASK_HZ_UNIT_1003BH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1003BH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
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LEGEND
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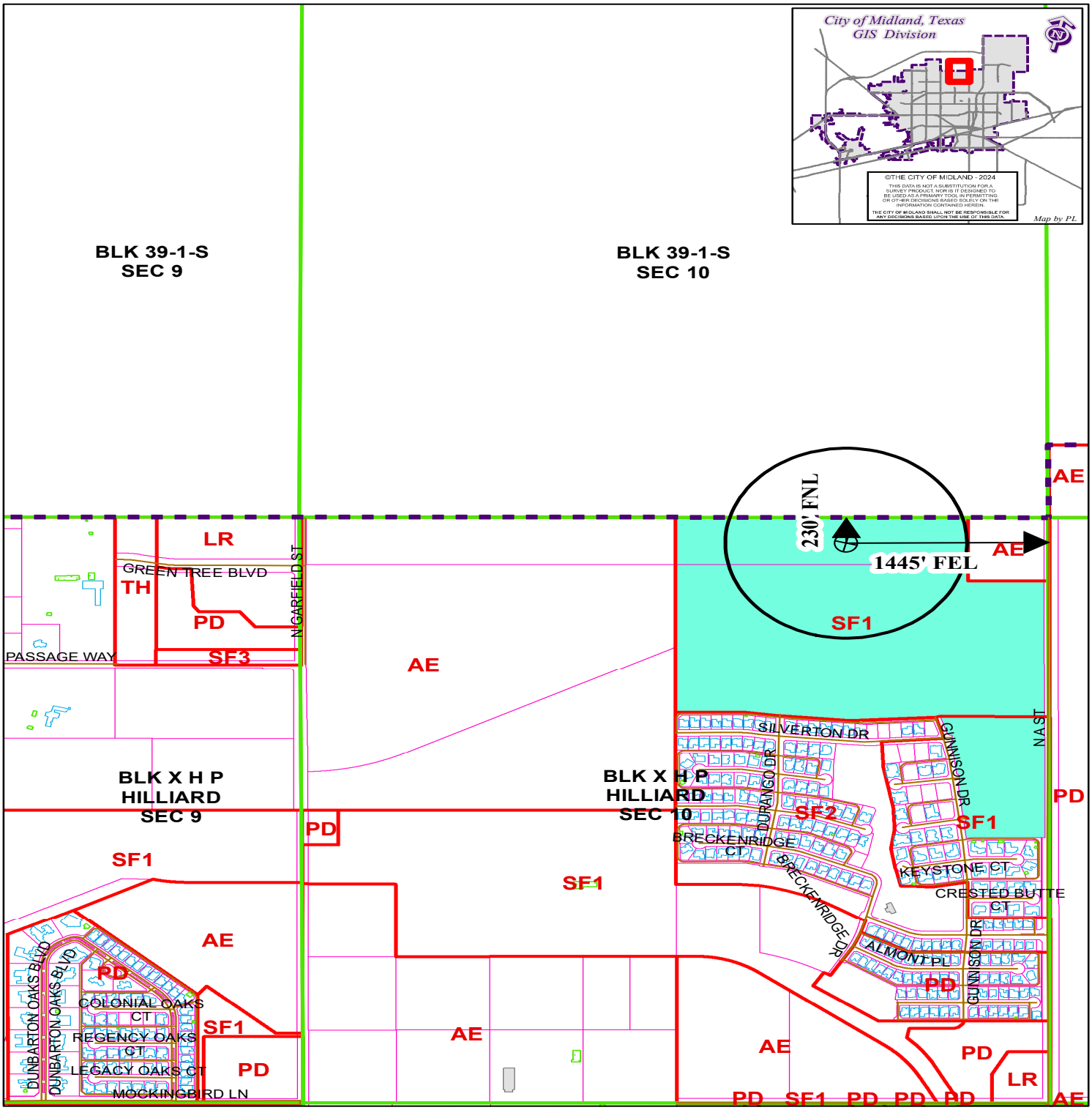
PACKET 16:88 November 12, 2024



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Mask Hz Unit #1003BH

LEGEND

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ZONING	ACCESSORY BLDGS	SURVEY SEC.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security – **24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

A T T A C H E D A S E X H I B I T C

ATTACHED AS EXHIBIT C **is (~~a *Title Opinion by*~~ , ~~*a licensed Texas Attorney/Title Commitment by Abstract Company/*~~*a Take-off from*** **Caroline Hoban** ***, a Certified Petroleum Landman/~~an opinion letter from~~ , ~~a licensed Texas Attorney~~)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a *Title Opinion by*~~ , ~~*a licensed Texas Attorney/a Take-off from*~~ , ~~*a Certified Petroleum Landman*~~*/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1003JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 230' FNL & 1425' FEL, Section 10, Block X, H.P. Hilliard 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 ~~**is the Road Repair Agreement**~~ **and** *Letter of Credit/Certificate of Deposit/Surety Bond* **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement.*** ~~***Option B (if applicable):***~~ ~~**Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**~~

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" **[See § J(35)]**

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***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)].**

***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

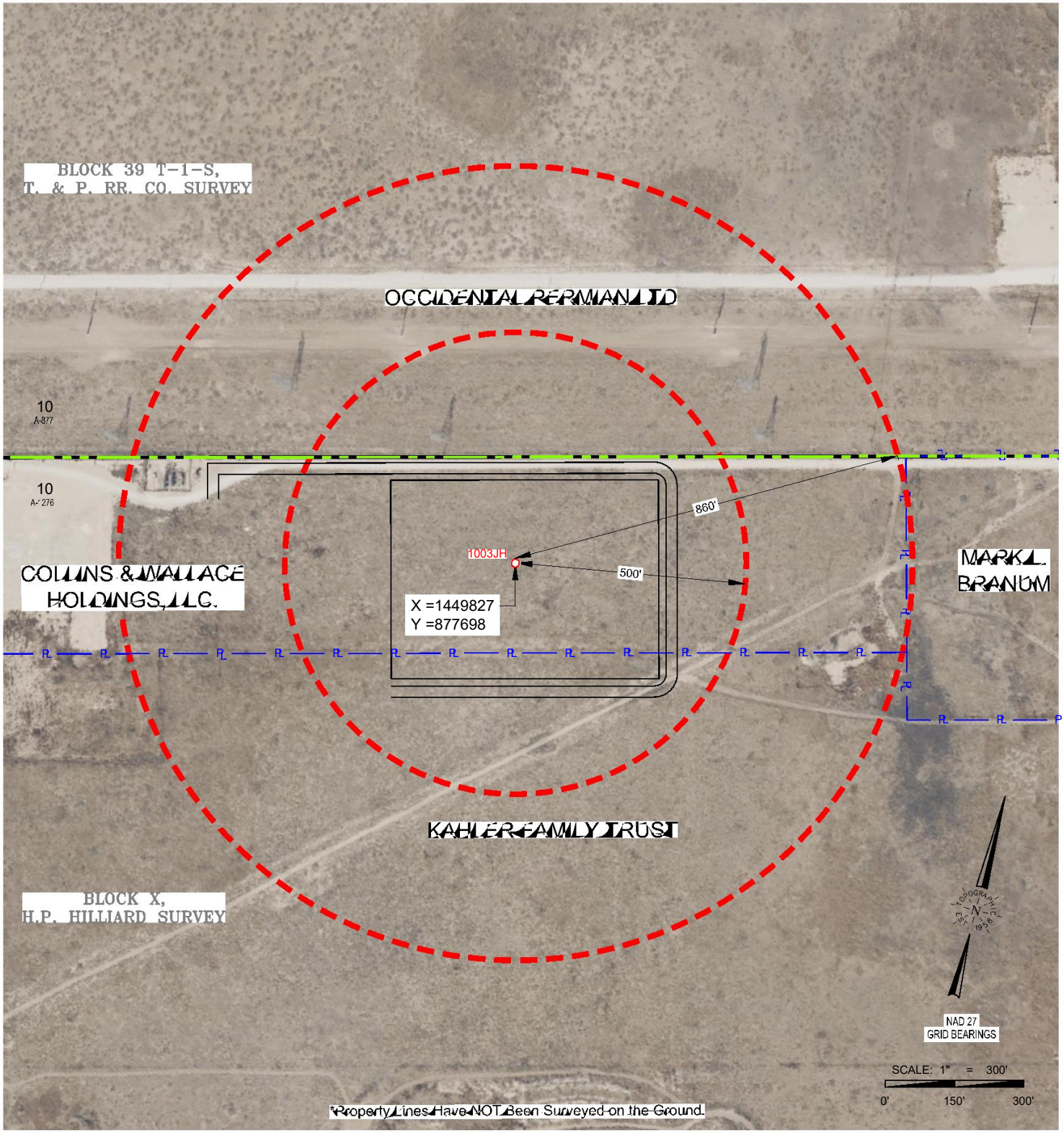
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



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2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1003JH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

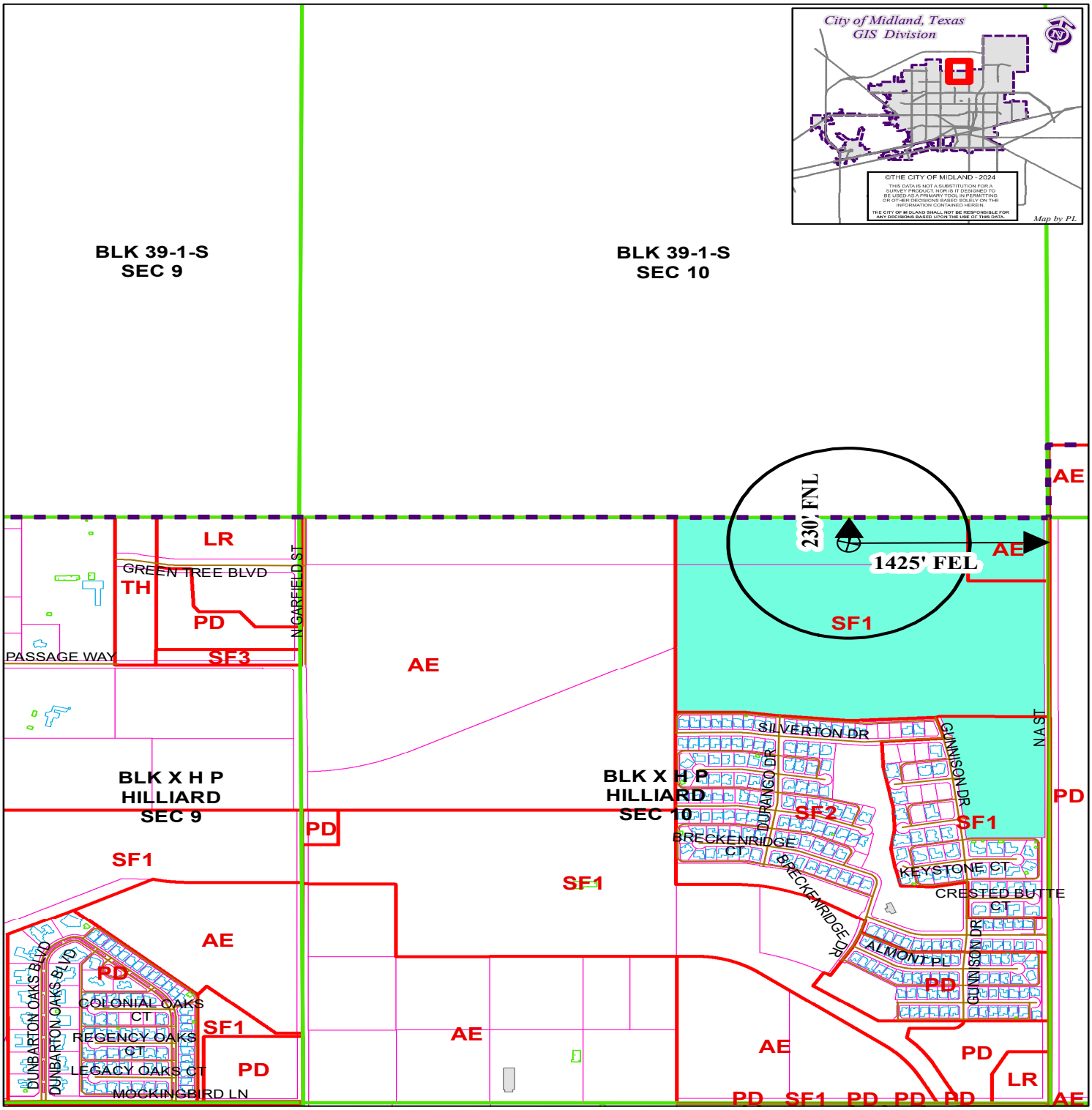
MASK HZ UNIT 1003JH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND
- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888		Drawn By: IMU; 07/16/2024	

PACKET 16.98 November 12, 2024



LOCATION AND ZONING MAP

Oil - 062654 - 2024 **Scale: 1" = 1000'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 230' FNL and 1,425' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 1,425 feet west of North A Street Extension and [illegible] feet north of Passage Way Extension.

Mask Hz Unit #1003JH

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
SE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	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

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1004LH oil and gas well shall be 270 feet from the north line and 1,945 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

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ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

A T T A C H E D A S E X H I B I T C

ATTACHED AS EXHIBIT C **is (~~a *Title Opinion by*~~ , ~~*a licensed Texas Attorney/Title Commitment by Abstract Company/*~~*a Take-off from*** **Caroline Hoban** ***, a Certified Petroleum Landman/~~an opinion letter from~~ , ~~a licensed Texas Attorney~~)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a *Title Opinion by*~~ , ~~*a licensed Texas Attorney/a Take-off from*~~ , ~~*a Certified Petroleum Landman*~~*/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

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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: MASK HZ UNIT #1004LH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 270' FNL & 1945' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

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ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: None

(2) Operations: Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" **[See § J(35)]**

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

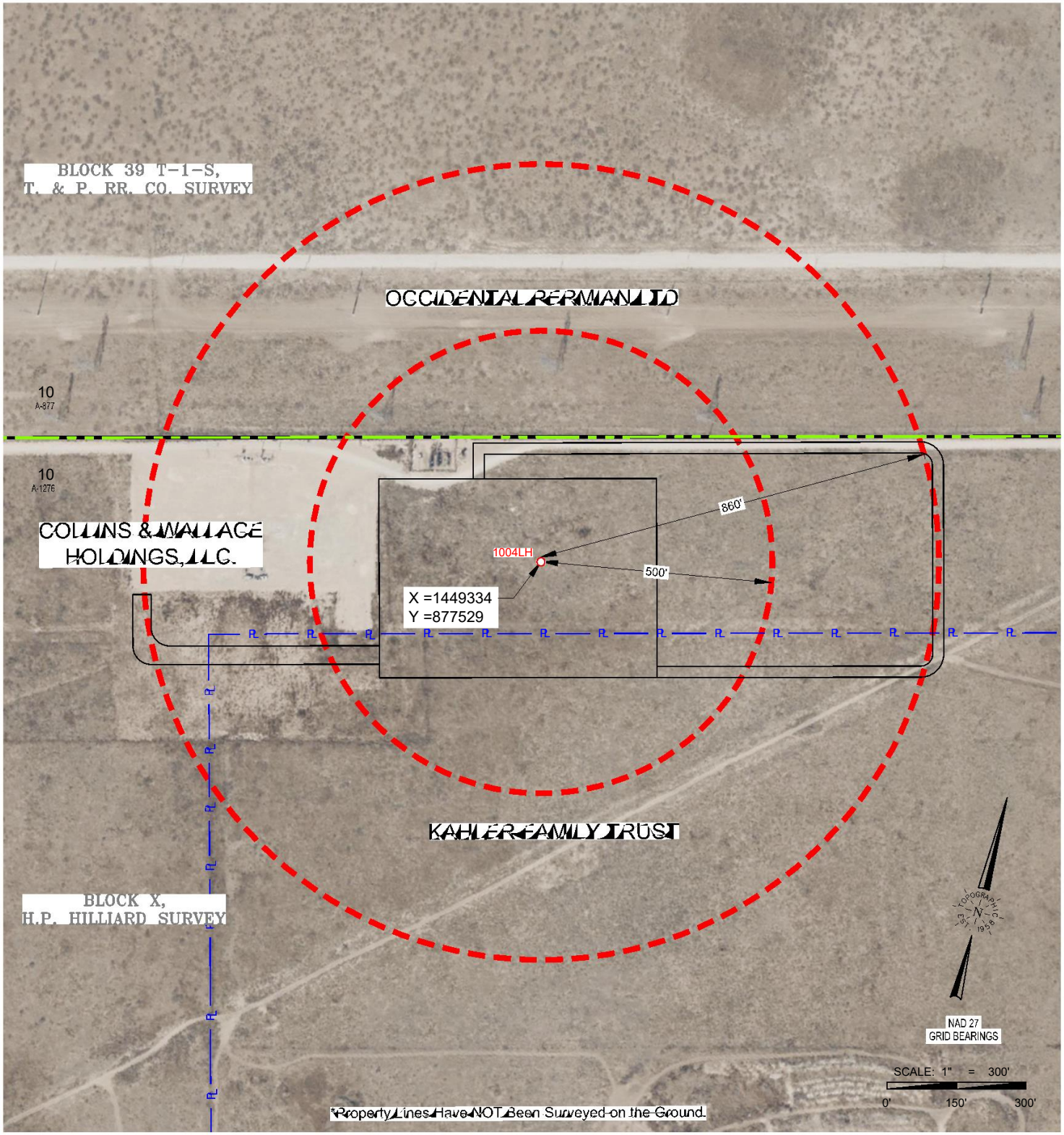
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



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CD_MASK_HZ_UNIT_1004LH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

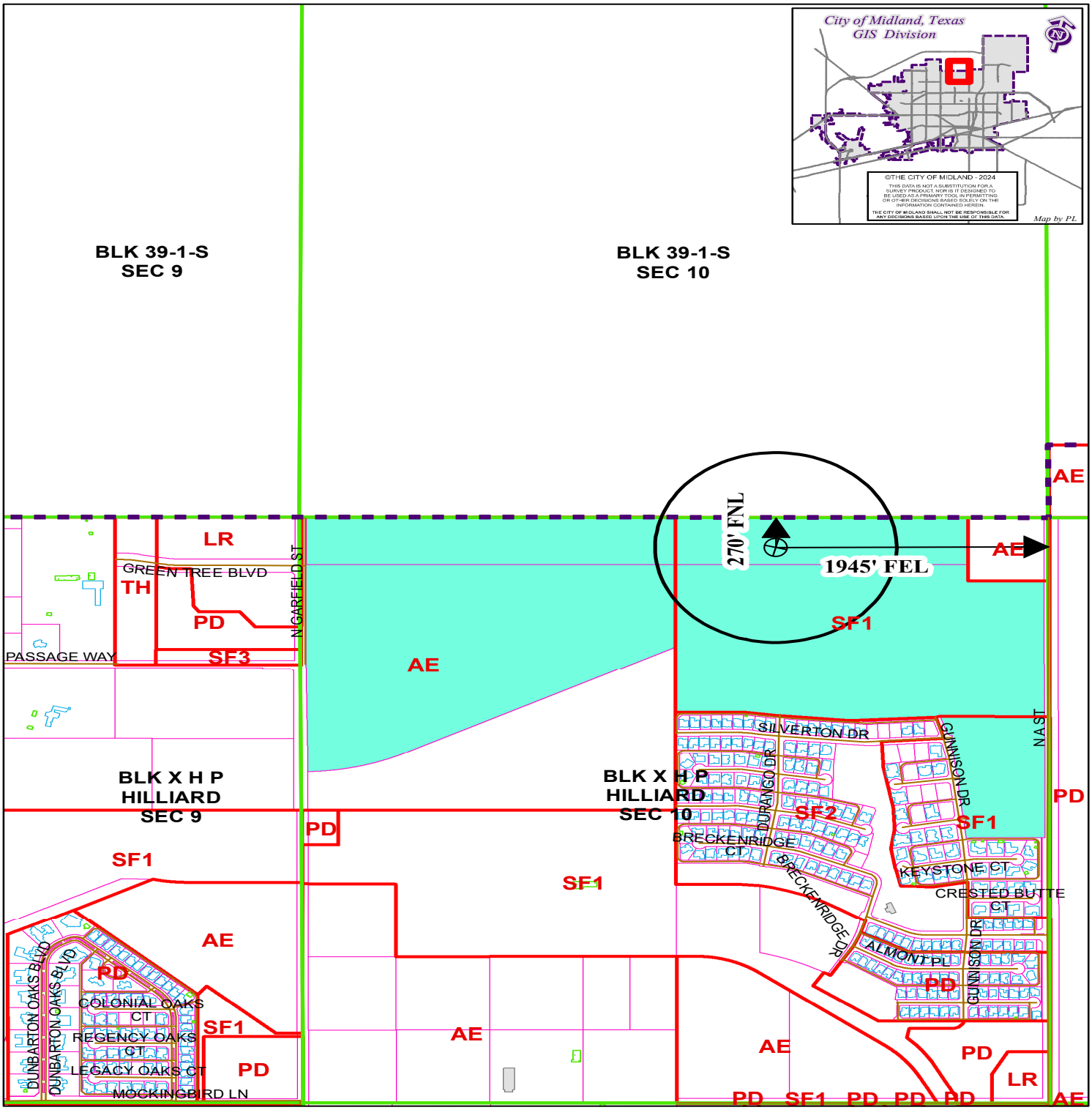
MASK HZ UNIT 1004LH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND
- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888			Drawn By: IMU; 07/17/2024

PACKET 16.108 November 12, 2024



LOCATION AND ZONING MAP

Oil - 062656 - 2024 **Scale: 1" = 1000'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 1,945' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 1,945 feet west of North A Street Extension and 270 feet north of Passage Way Extension.

Mask Hz Unit #1004LH

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
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CLRS	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1004MH oil and gas well shall be 270 feet from the north line and 1,965 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security **– 24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

ATTACHED AS EXHIBIT C **is (~~a Title Opinion by~~ , ~~a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~ Caroline Hoban , *a Certified Petroleum Landman/*~~*an opinion letter from*~~ , ~~*a licensed Texas Attorney)*~~ indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a Title Opinion by~~ , ~~a licensed Texas Attorney/a Take-off from~~ , ~~a Certified Petroleum Landman~~*/Current Tax Roll from Midland Central Appraisal District),* which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1004MH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 270' FNL & 1965' FEL, Section 10, Block X, H.P. Hilliard 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 ~~**is the Road Repair Agreement**~~ **and** *Letter of Credit/Certificate of Deposit/Surety Bond* **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement.*** ~~***Option B (if applicable):***~~ ~~**Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**~~

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" **[See § J(35)]**

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***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)].**

***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

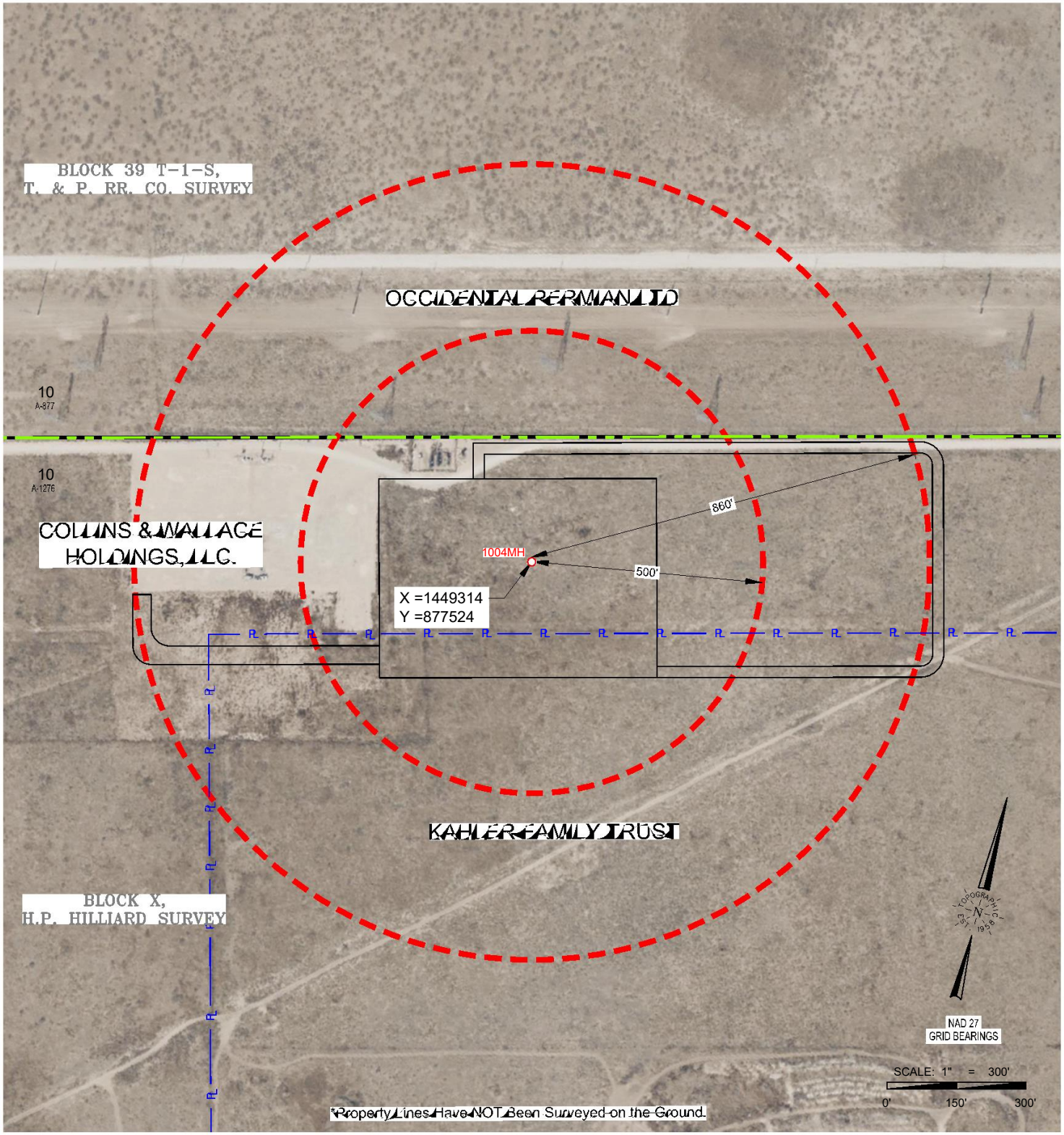
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1004MH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1004MH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND
- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	16.118 ORIGINAL DOC. SIZE: 8.5"x11"
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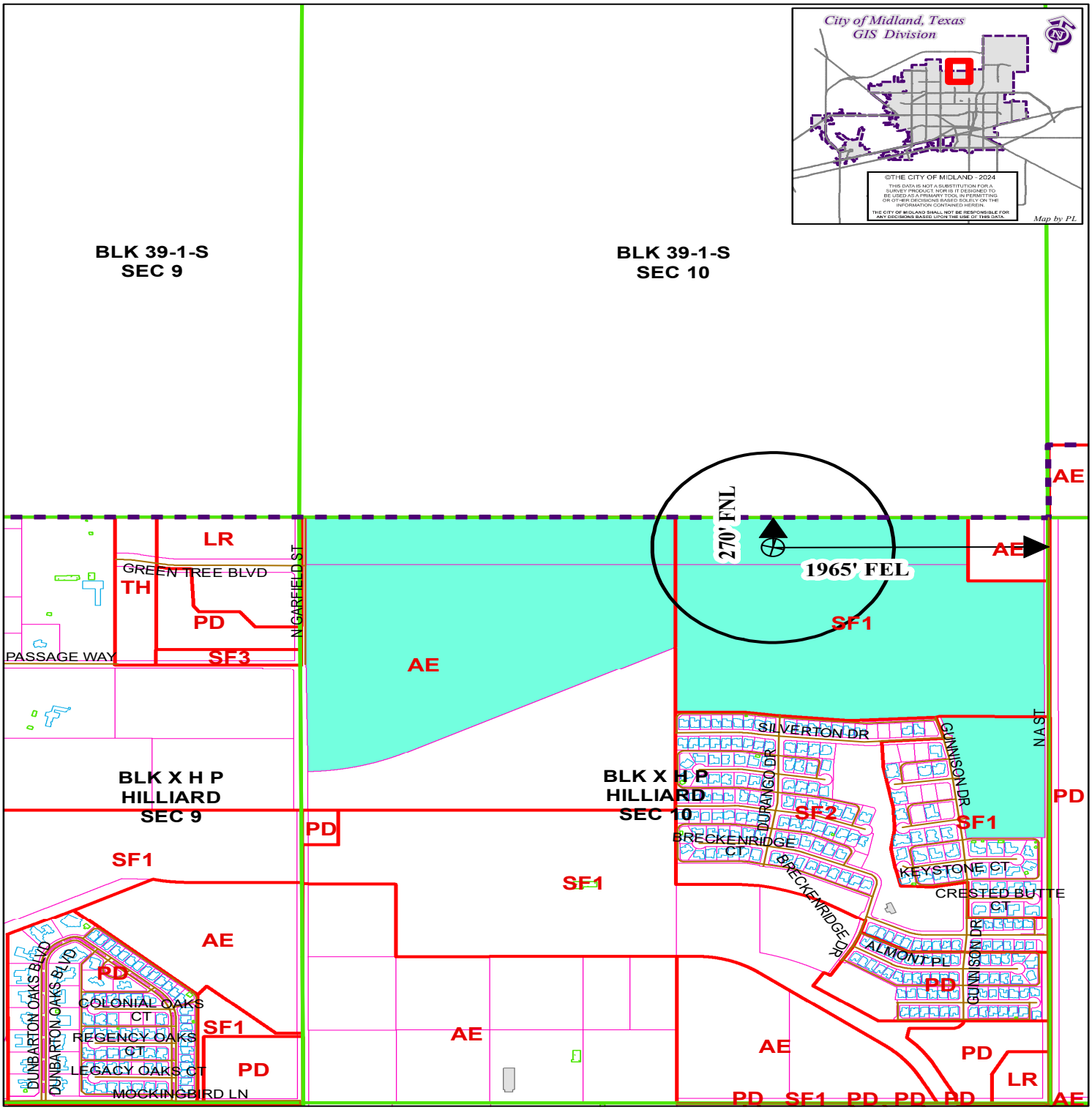

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Mask Hz Unit #1004MH

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CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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**

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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

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III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a Title Opinion by~~ , ~~a licensed Texas Attorney/a Take-off from~~ , ~~a Certified Petroleum Landman~~*/Current Tax Roll from Midland Central Appraisal District),* which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

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IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1006JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 270' FNL & 1985' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas

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(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

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V. Additional Required Exhibits

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***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

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***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

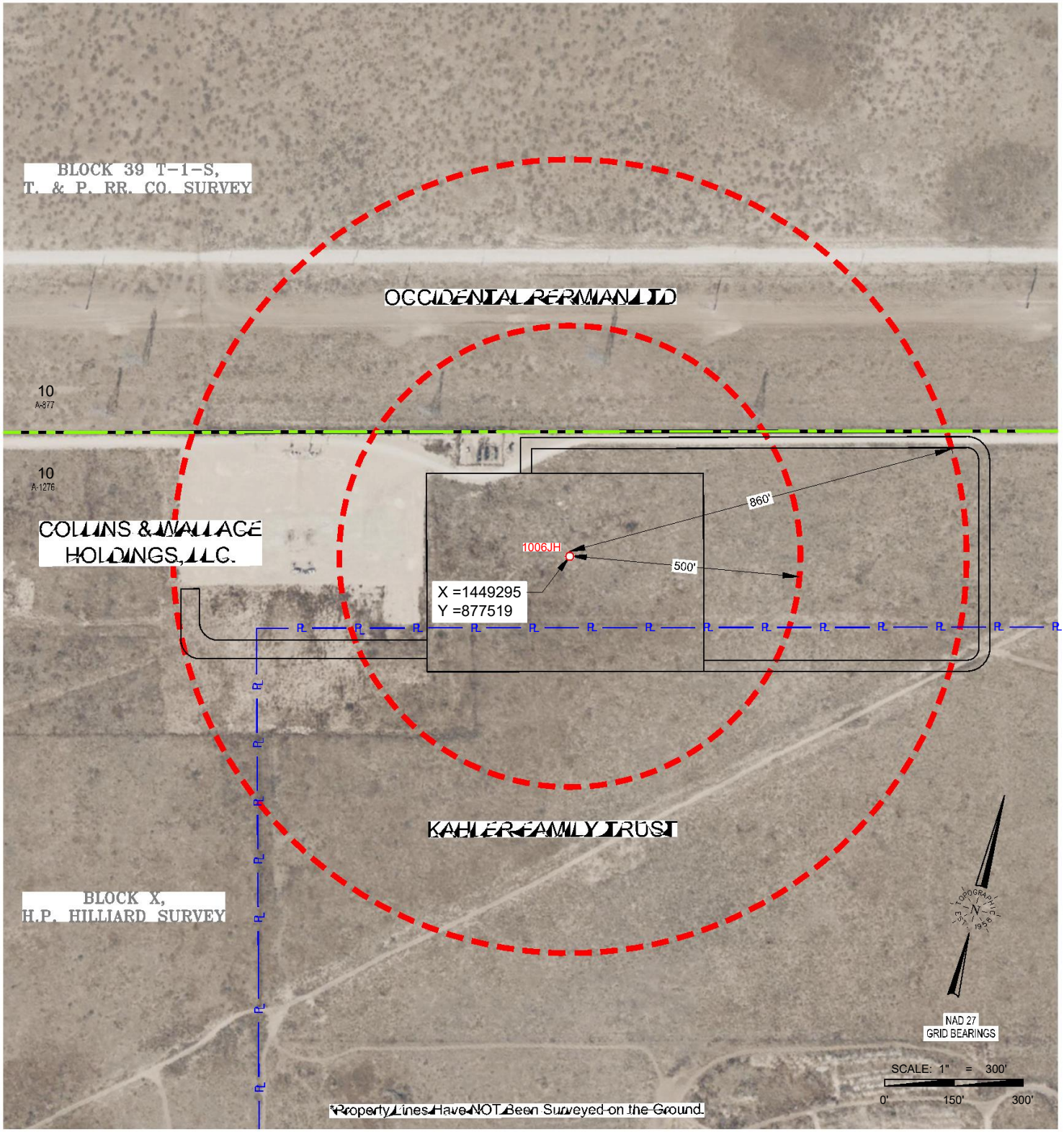
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



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2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
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TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1006JH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1006JH RADIUS MAP

LOCATION DESCRIPTION:

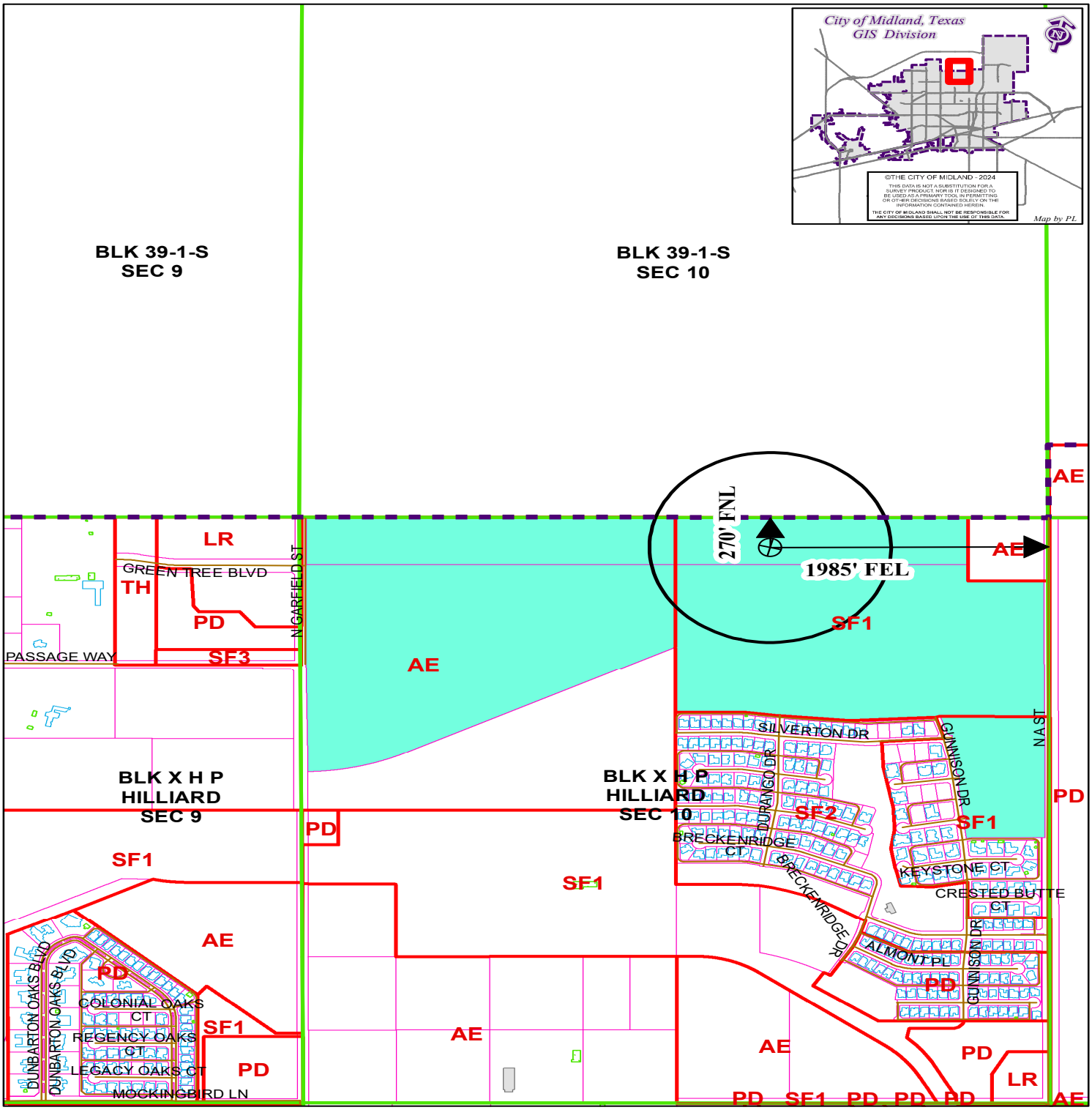
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888			Drawn By: IMU; 07/17/2024

PACKET 16.128 November 12, 2024



LOCATION AND ZONING MAP

Oil - 062658 - 2024 **Scale: 1" = 1000'**

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Generally located 1,985 feet west of North A Street Extension and 270 feet north of Passage Way Extension.

Mask Hz Unit #1006JH

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMUNITY RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1007LH oil and gas well shall be 270 feet from the north line and 2,005 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security **– 24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

ATTACHED AS EXHIBIT C **is (~~a Title Opinion by~~ , ~~a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~ Caroline Hoban , *a Certified Petroleum Landman/*~~*an opinion letter from*~~ , ~~*a licensed Texas Attorney)*~~ indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a Title Opinion by~~ , ~~a licensed Texas Attorney/a Take-off from~~ , ~~a Certified Petroleum Landman~~*/Current Tax Roll from Midland Central Appraisal District),* which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1007LH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 270' FNL & 2005' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas

ATTACHED AS EXHIBIT G **is the Location Site Plan [See § J(9)].**

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Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
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Notary Public, State of Texas

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Comm. Expires 05-09-2026
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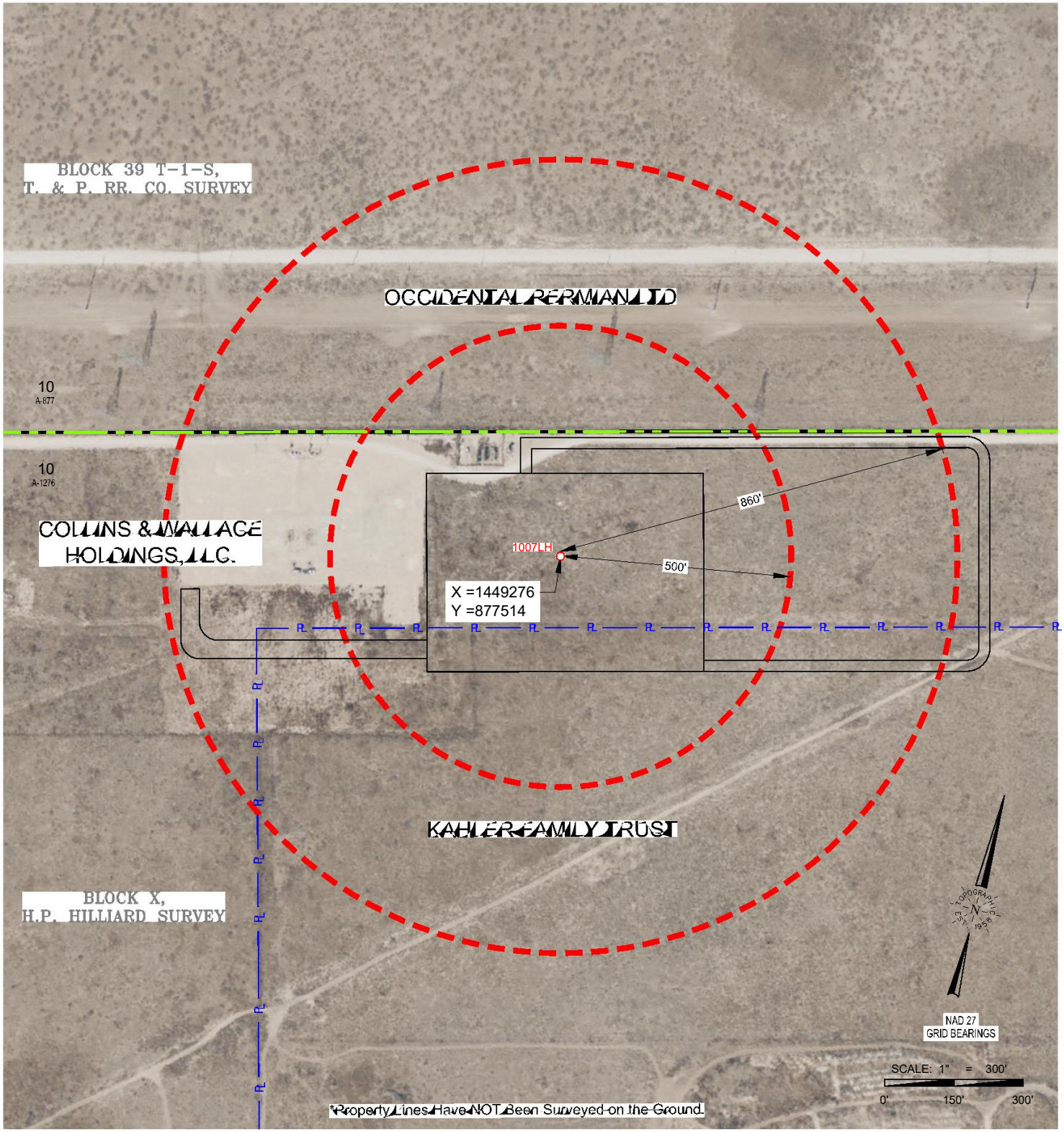

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CD_MASK_HZ_UNIT_1007LH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1007LH RADIUS MAP

LOCATION DESCRIPTION:

SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND

- City Limits
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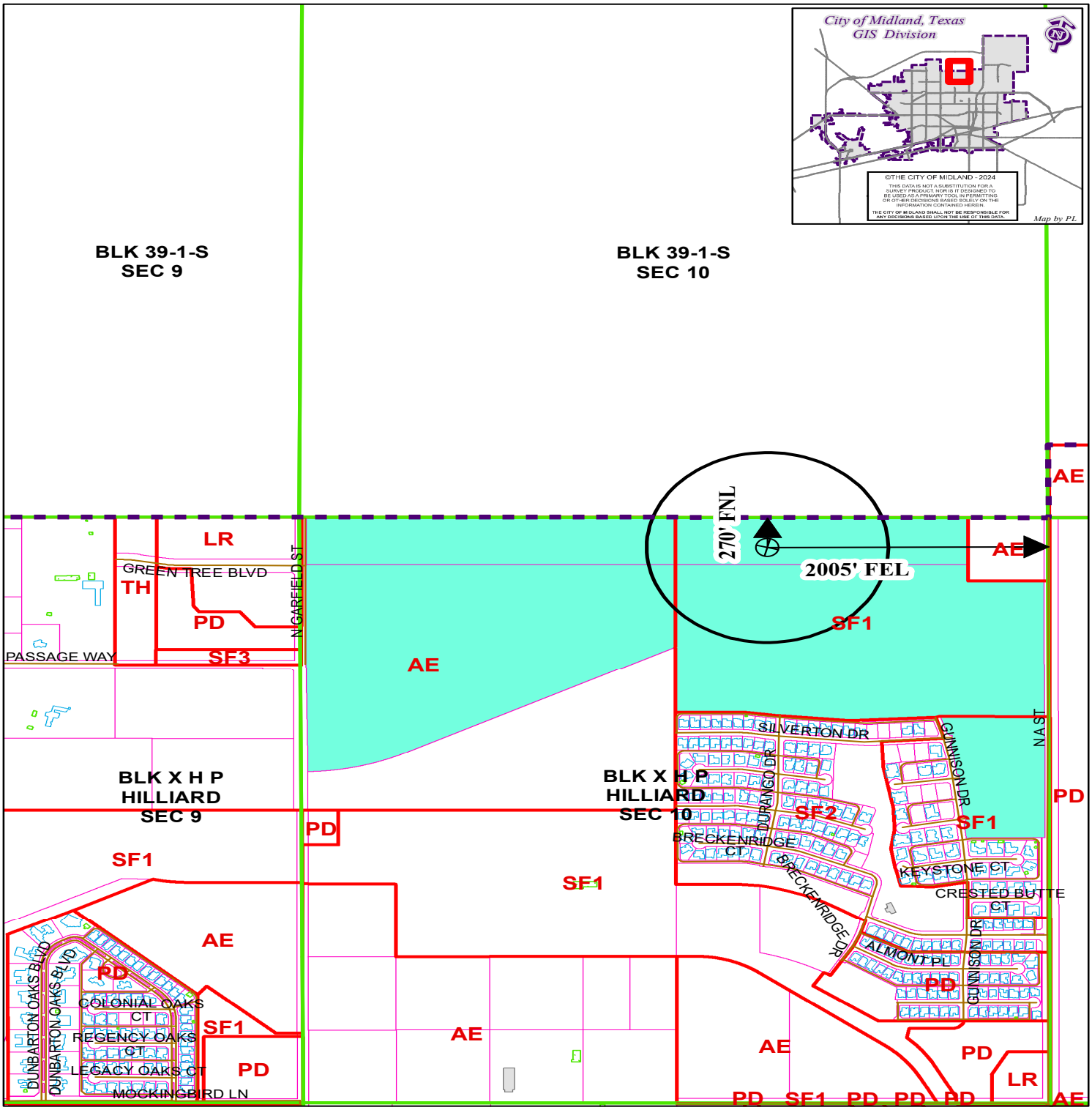
PACKET 16.138 November 12, 2024



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Mask Hz Unit #1007LH

LEGEND

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ZONING	ACCESSORY BLDGS	SURVEY SEC.

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security **– 24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

ATTACHED AS EXHIBIT C

ATTACHED AS EXHIBIT C **is (~~a Title Opinion by~~ , ~~a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from~~ Caroline Hoban , *a Certified Petroleum Landman/*~~*an opinion letter from*~~ , ~~*a licensed Texas Attorney)*~~ indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a Title Opinion by~~ , ~~a licensed Texas Attorney/a Take-off from~~ , ~~a Certified Petroleum Landman~~*/Current Tax Roll from Midland Central Appraisal District),* which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1008JH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 270' FNL & 2045' FEL, Section 10, Block X, H.P. Hilliard 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 ~~**is the Road Repair Agreement**~~ **and** *Letter of Credit/Certificate of Deposit/Surety Bond* **in the amount of at least $25,000.** ***Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement.*** ~~***Option B (if applicable):***~~ ~~**Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000** ***letter of credit/certificate of deposit/surety bond*** **in conjunction with this request. [See § J(31)].**~~

ATTACHED AS EXHIBIT N **is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" **[See § J(35)]**

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

***ATTACHED AS EXHIBIT Q* are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].**

***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)].**

***ATTACHED AS EXHIBIT V* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

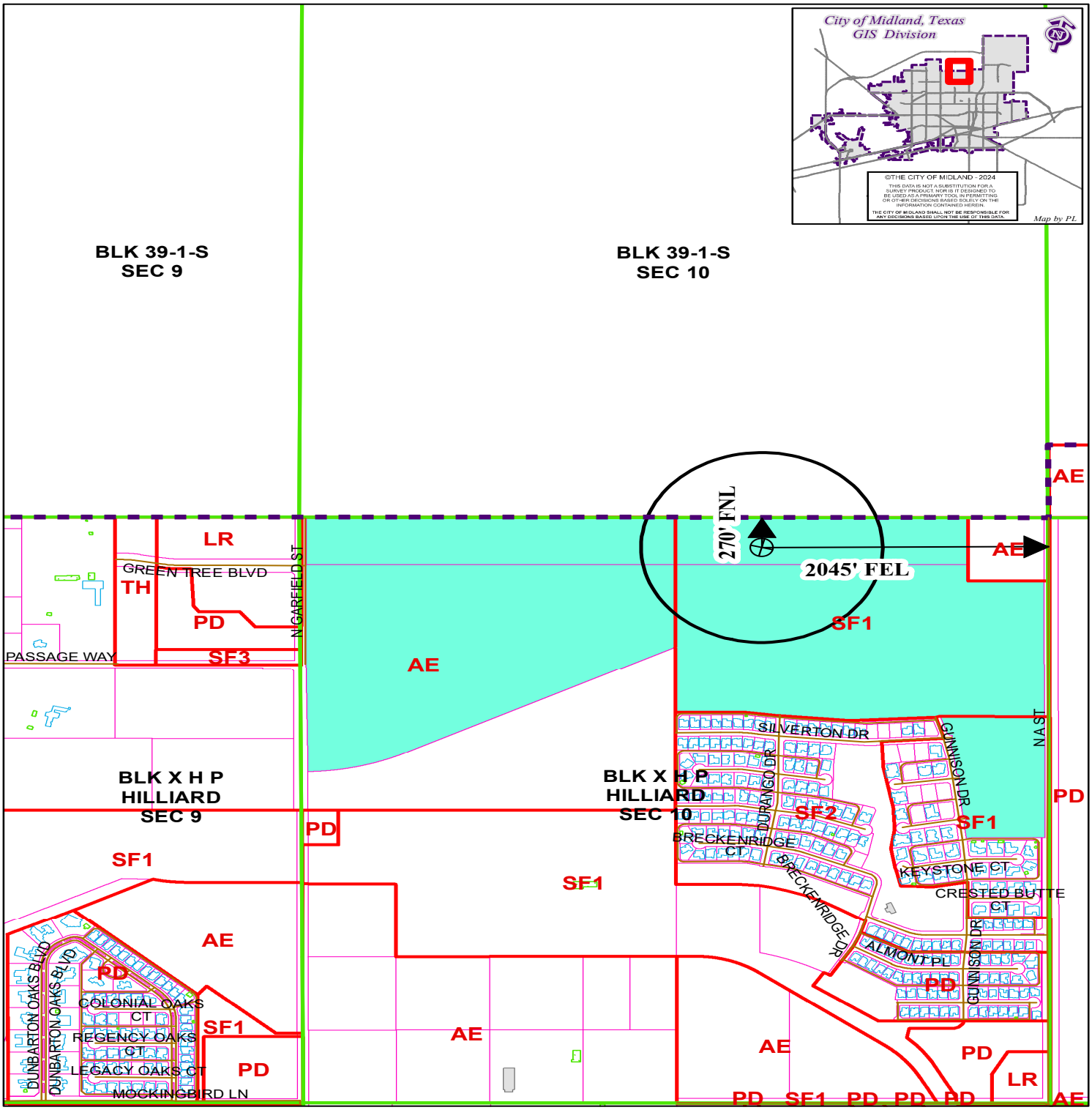
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



LOCATION AND ZONING MAP

Oil - 062660 - 2024 **Scale: 1" = 1000'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 2,045' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 2,045 feet west of North A Street Extension and 1,057 feet north of Passage Way Extension.

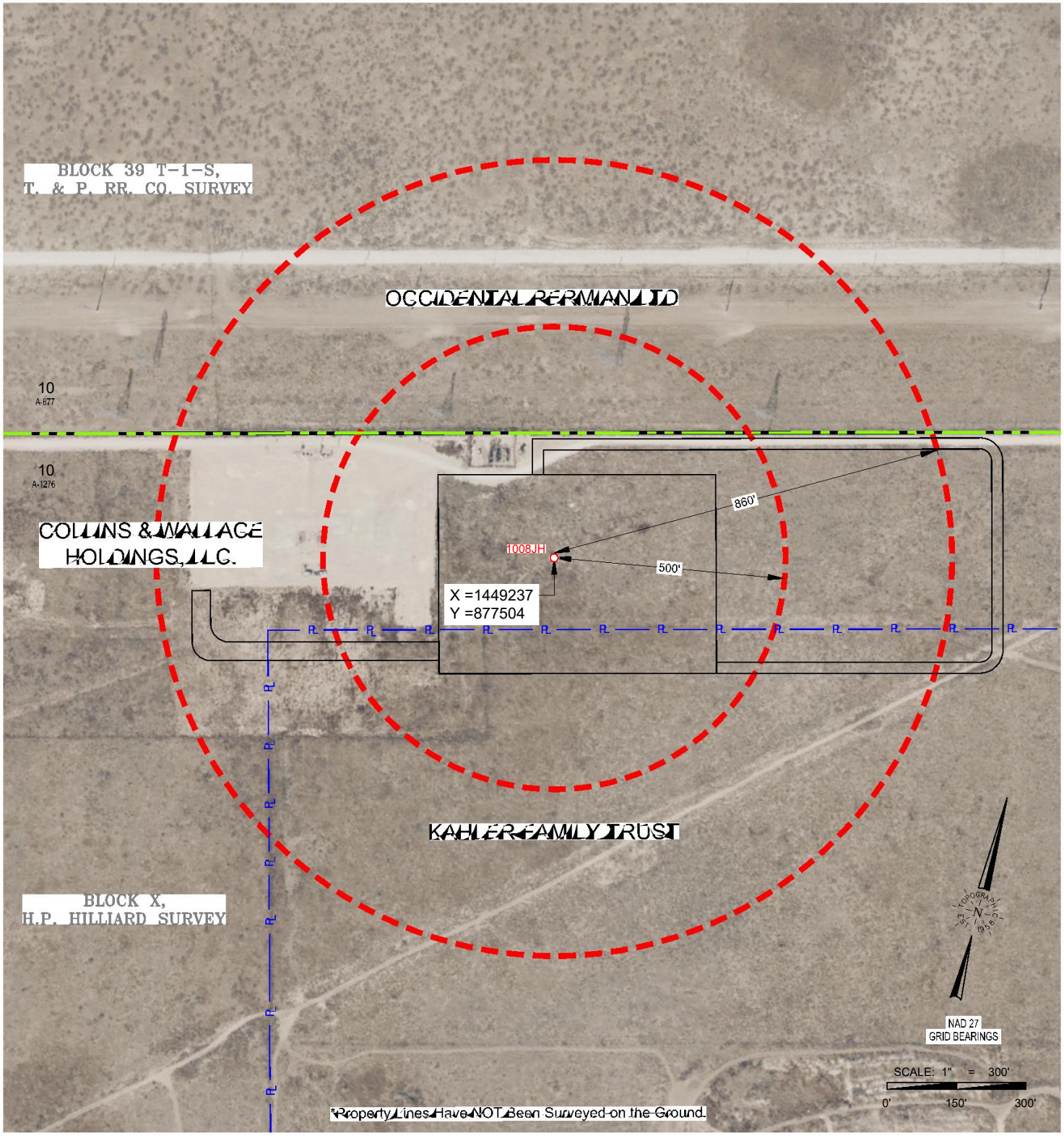
Mask Hz Unit #1008JH

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	LR1, LR2, LR3	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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TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

CD_MASK_HZ_UNIT_1008JH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

MASK HZ UNIT 1008JH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND
- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"	
COGO: 724-108888			Drawn By: IMU; 07/17/2024	

PACKET 16.140 November 12, 2024

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on November 12, 2024, considered the application of COG Operating, LLC ("Operator") dated July 1, 2024, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's MASK HZ UNIT #1008MH oil and gas well shall be 270 feet from the north line and 2,025 feet from the east line, Section 11, Block X**,** H.P. Hilliard Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from November 12, 2024 through November 12, 2025, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This

permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of

Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. Twenty-four hour hydraulic fracturing operations are permitted.
2. No road repair agreement is required because no City streets will be used to access the well site.
3. No landscaping or irrigation is required.
4. Drill cuttings may be removed from the surface location.

Sound walls shall be used during drilling and completion operations as noted in the application.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of November 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____day of November 2024.

COG Operating, LLC

By: _____

Jon Philley

Midland Basin North Asset Manager

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
7/1/2024	COG Operating LLC	600 W. Illinois Ave. Midland, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 685-4339
Rebecca L. Morris, Land Manager, Midland Basin	600 W. Illinois Ave. Midland, TX 79701	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):

Option A:

24/7 Answering Services - No. 1 (Tele.): **No. 2 (Tele.):**

Option B:
Matt Wilson
600 W. Illinois Ave.
Midland, TX 79701
Office: (432) 253-4554
Cell: (432) 472-6978

Company Compliance Representative (Name, Address, Local Telephone) ***(ATTACH STATEMENT AS EXHIBIT A):***

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):
Matt Wilson, Midland Basin North Operations Manager for ConocoPhillips, Cell: (432) 472-6978
ConocoPhillips Global Security – **24 Hour Emergency Hotline**: (281) 293-1748
ConocoPhillips Corporate Crisis **24 Hour Hotline**: (281) 293-3333

Other Permitted Wells in City ***(ATTACH EXHIBIT B*** **[see § J(26)]).**

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

A T T A C H E D A S E X H I B I T C

ATTACHED AS EXHIBIT C **is (~~a *Title Opinion by*~~ , ~~*a licensed Texas Attorney/Title Commitment by Abstract Company/*~~*a Take-off from*** **Caroline Hoban** ***, a Certified Petroleum Landman/~~an opinion letter from~~ , ~~a licensed Texas Attorney~~)*** **indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface use: Open Pasture

Surface Ownership: See Exhibit "D"

ATTACHED AS EXHIBIT D **is (~~a *Title Opinion by*~~ , ~~*a licensed Texas Attorney/a Take-off from*~~ , ~~*a Certified Petroleum Landman*~~*/Current Tax Roll from Midland Central Appraisal District),*** **which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].**

ATTACHED AS EXHIBIT E **is a** ***(map/p lat/satellite/aerial photo)*** **depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The** ***(map/p lat/satellite/aerial photo)*** **includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].**

ATTACHED AS EXHIBIT F **is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: MASK HZ UNIT #1008MH

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site:

Surface Hole Location: 270' FNL & 2025' FEL, Section 10, Block X, H.P. Hilliard 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 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: None

(2) Operations: Oncor Electric

Description of water source to be used during Drilling:

Water source will be from off-site water wells or trucked if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary)

ATTACHED AS EXHIBIT "N" **[See § L(10)]:**

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary)

ATTACHED AS EXHIBIT "O" **[See § J(35)]**

V. Additional Required Exhibits

***ATTACHED AS EXHIBIT P* is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].**

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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* is Summary List of Variances**

***ATTACHED AS EXHIBIT W* is Acoustic Impact Study/Mitigation Plan**

CERTIFICATION OF APPLICATION

I, Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, hereby certify that the information contained in this application is true and correct to the best of my knowledge.

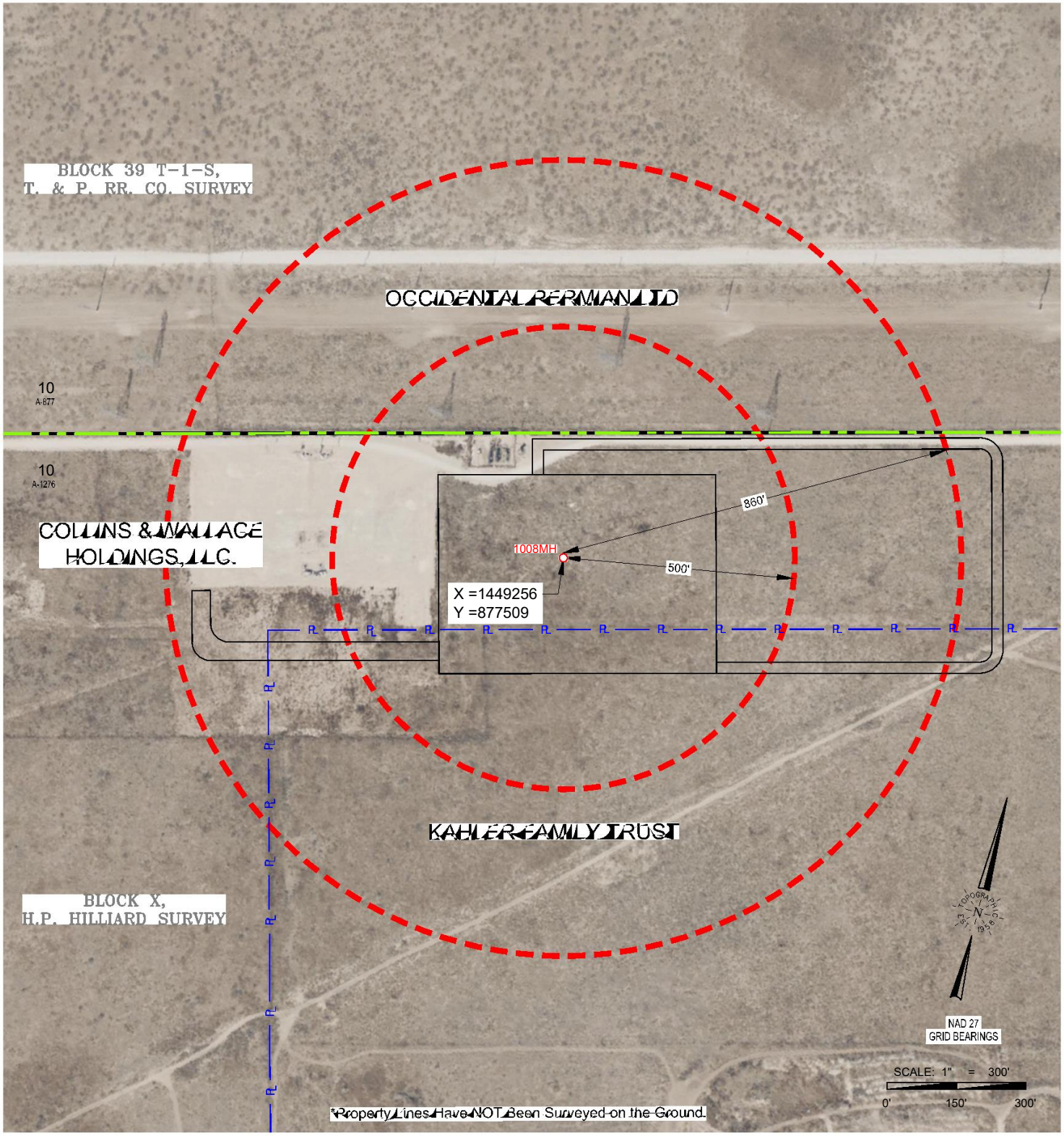
Rebecca L. Morris
Attorney-in-Fact
COG Operating LLC

STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 27th day of June, 2024, by Rebecca L. Morris, Attorney-in-Fact of COG Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

JAMI HATFIELD
Notary Public, State of Texas
Comm. Expires 05-09-2026
Notary ID 131561095



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TEXAS FIRM REGISTRATION NO. 10042500
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CD_MASK_HZ_UNIT_1008MH_RADIUS

CONCHO
OPERATOR: COG OPERATING LLC

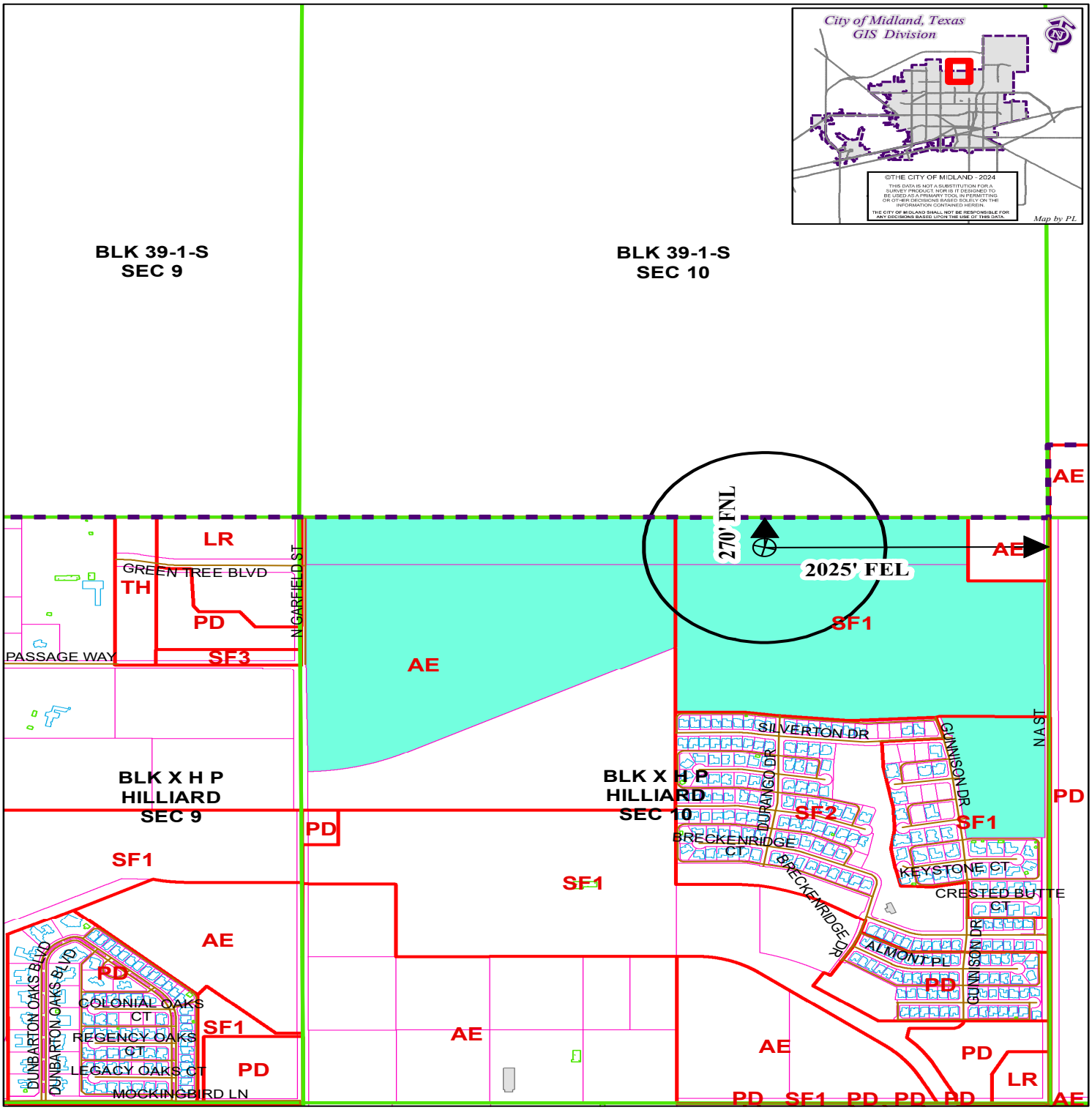
MASK HZ UNIT 1008MH RADIUS MAP

LOCATION DESCRIPTION:
SECTION 10, BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

LEGEND
- City Limits
- Block Line
- Property Line
- Radius Line
- Lease Road

Surveyed: 10/04/23	Revision: INT	DATE	ORIGINAL DOC. SIZE: 8.5"x11"
COGO: 724-108888			Drawn By: IMU; 07/17/2024

PACKET 16.158 November 12, 2024



LOCATION AND ZONING MAP

Oil - 062661 - 2024 **Scale: 1" = 1000'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 270' FNL and 2,025' FEL, Section 10, Block X, H.P. Hilliard Survey, Midland County, Texas.

Generally located 2,025 feet west of North A Street Extension and 270 feet north of Passage Way Extension.

Mask Hz Unit #1008MH

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
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, SF3	ONE-FAMILY DWELLING	CR1, CR2, CR3	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

CONCHO
OPERATOR: COG OPERATING LLC

MASK EXHIBIT G

LOCATION DESCRIPTION:

SECTION 10, A-1276
BLOCK X, H.P. HILLIARD SURVEY
MIDLAND COUNTY, TEXAS

SPECIAL NOTES: The flow lines will be buried and the ground will be returned to existing grade along the alignment of proposed flow lines within the floodplain

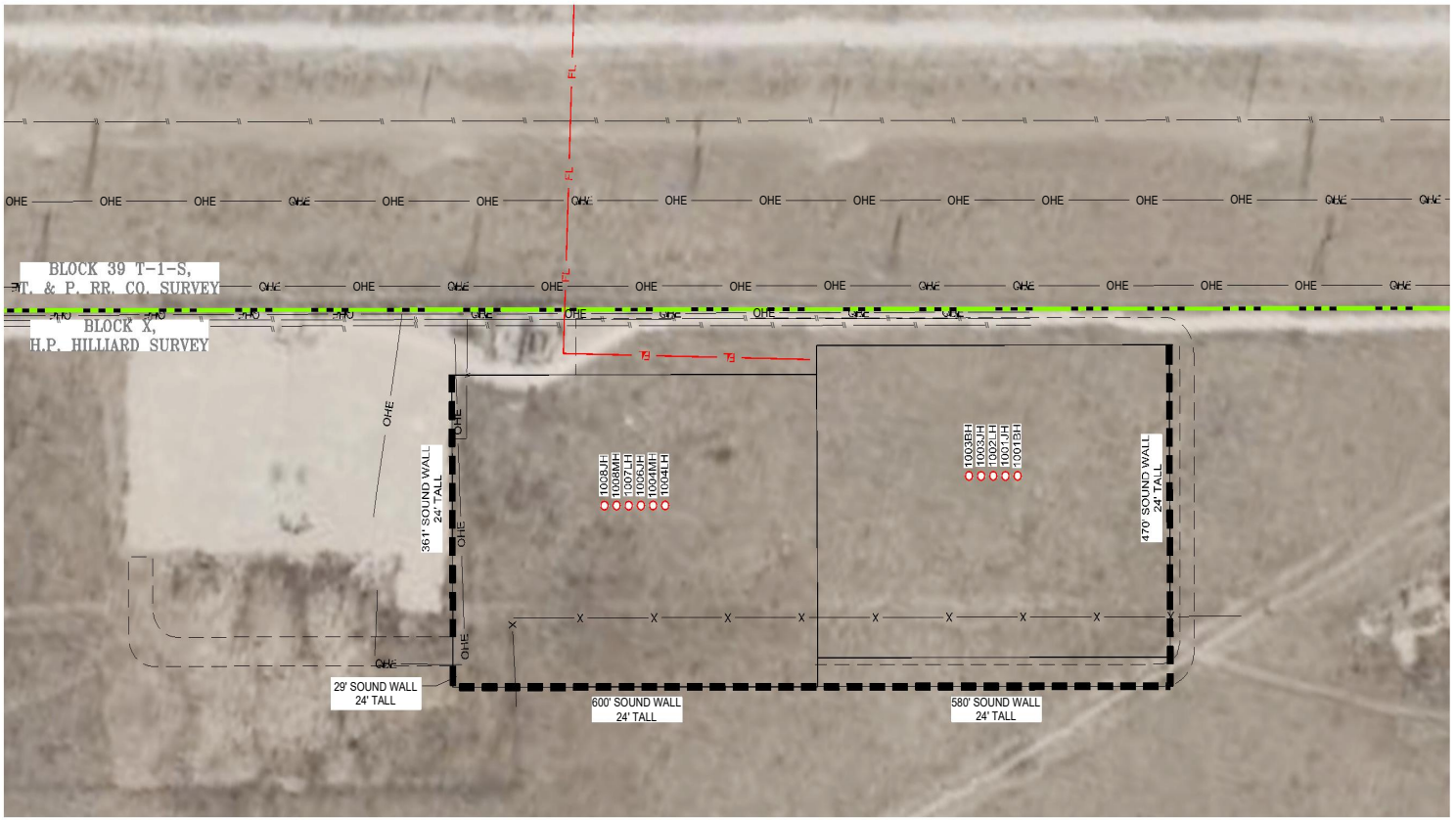
Original Document Size: 11"x17"
All Coordinates are in NAD 27 TX-C Zone unless otherwise noted.

LEGEND
- Section Line
- Block Line
- Sound Wall
- City Limits
- OHE — Powerline
- Pipeline
- FL — Proposed Flowline
- X — Fence
- Lease Road
- Found Monument
- Calculated Corner

Orig. Doc. 11x17	Surveyed: 10/04/23
COGO:	724-108888
Revision: ( )	XX/XX/XX
Drawn By:	EAH; 07/11/24

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 FAX: (432) 682-3672
TEXAS FIRM REGISTRATION NO. 10042800
WWW.TOPOGRAPHIC.COM

FILE NAME: CD_MASK_EXHIBIT_G_REV1



NAD 27
GRID BEARINGS

SCALE: 1" = 200'
0' 100' 200'

MASK HZ UNIT 1008JH
270' FNL & 2045' FEL (SEC.10)
270' FNLL & 2045' FELL
SHL Ground Elevation: 2811'
X = 1449237 Y = 877504
LAT.: N 32°04'02.00" LONG.: W 102°06'40.08"
LAT.: N 32.0672223 LONG.: W 102.1111346

MASK HZ UNIT 1008MH
270' FNL & 2025' FEL (SEC.10)
270' FNLL & 2025' FELL
SHL Ground Elevation: 2811'
X = 1449256 Y = 877509
LAT.: N 32°04'02.05" LONG.: W 102°06'39.86"
LAT.: N 32.0672369 LONG.: W 102.1110723

MASK HZ UNIT 1007LH
270' FNL & 2005' FEL (SEC.10)
270' FNLL & 2005' FELL
SHL Ground Elevation: 2811'
X = 1449276 Y = 877514
LAT.: N 32°04'02.11" LONG.: W 102°06'39.64"
LAT.: N 32.0672515 LONG.: W 102.1110101

MASK HZ UNIT 1006JH
270' FNL & 1985' FEL (SEC.10)
270' FNLL & 1985' FELL
SHL Ground Elevation: 2811'
X = 1449295 Y = 877519
LAT.: N 32°04'02.16" LONG.: W 102°06'39.41"
LAT.: N 32.0672661 LONG.: W 102.1109478

MASK HZ UNIT 1004MH
270' FNL & 1965' FEL (SEC.10)
270' FNLL & 1965' FELL
SHL Ground Elevation: 2811'
X = 1449314 Y = 877524
LAT.: N 32°04'02.21" LONG.: W 102°06'39.19"
LAT.: N 32.0672806 LONG.: W 102.1108856

MASK HZ UNIT 1004LH
270' FNL & 1945' FEL (SEC.10)
270' FNLL & 1945' FELL
SHL Ground Elevation: 2811'
X = 1449334 Y = 877529
LAT.: N 32°04'02.26" LONG.: W 102°06'38.96"
LAT.: N 32.0672952 LONG.: W 102.1108234

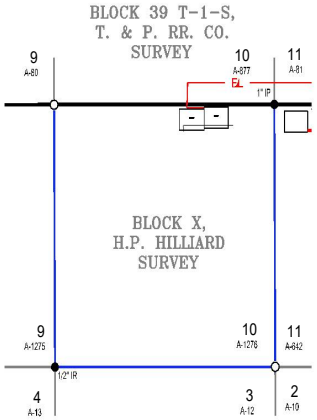
MASK HZ UNIT 1003BH
230' FNL & 1445' FEL (SEC.10)
230' FNLL & 1445' FELL
SHL Ground Elevation: 2811'
X = 1449808 Y = 877693
LAT.: N 32°04'03.96" LONG.: W 102°06'33.49"
LAT.: N 32.0677653 LONG.: W 102.1093017

MASK HZ UNIT 1003JH
230' FNL & 1425' FEL (SEC.10)
230' FNLL & 1425' FELL
SHL Ground Elevation: 2810'
X = 1449827 Y = 877698
LAT.: N 32°04'04.01" LONG.: W 102°06'33.26"
LAT.: N 32.0677799 LONG.: W 102.1092395

MASK HZ UNIT 1002LH
230' FNL & 1405' FEL (SEC.10)
230' FNLL & 1405' FELL
SHL Ground Elevation: 2810'
X = 1449846 Y = 877703
LAT.: N 32°04'04.06" LONG.: W 102°06'33.04"
LAT.: N 32.0677944 LONG.: W 102.1091772

MASK HZ UNIT 1001JH
230' FNL & 1385' FEL (SEC.10)
230' FNLL & 1385' FELL
SHL Ground Elevation: 2810'
X = 1449866 Y = 877708
LAT.: N 32°04'04.11" LONG.: W 102°06'32.81"
LAT.: N 32.0678090 LONG.: W 102.1091150

MASK HZ UNIT 1001BH
230' FNL & 1365' FEL (SEC.10)
230' FNLL & 1365' FELL
SHL Ground Elevation: 2810'
X = 1449885 Y = 877713
LAT.: N 32°04'04.16" LONG.: W 102°06'32.59"
LAT.: N 32.0678236 LONG.: W 102.1090527



City Council Meeting

Item Number: 17

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, THE SALVATION ARMY OF MIDLAND, THE MIDLAND COUNTY HOSPITAL DISTRICT, SENIOR LIFE MIDLAND, INC., MISSION HEALTH CARE, INC., CHURCH ON WHEELS, INC., WEST TEXAS FOOD BANK, AND MIDLAND HABITAT FOR HUMANITY; AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS; AND APPROPRIATING AND ALLOCATING FUNDS (DISTRICT: ALL) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The City's 2024/2025 Community Development Block Grant (CDBG) entitlement includes 9 of 10 contracts with local organizations and four programs administered by the City totaling $1,450,807, including approximately $100,000 reserved for contingency funding. The 10th contract will be considered for approval with a local organization on the December 17, 2024 council meeting. These contracts support affordable homeownership, social services, parks and recreation, public facilities, and road construction targeting assistance to low-income residents, earning less than 80 percent of the median area income.

Recommended City Council Action:

Approve

Fiscal Impact:

A total of $1,450,807 in funding will be appropriated upon approval. This includes $973,411 from the 2024-2025 CDBG Block Grant (060), $460,000 from the 2023-2024 CDBG Block Grant, and $17,396 from the 2020 CARES CV19 Block Grant Project (700299) within the Community Development Block Grant Fund (060), all for the specified purposes outlined in the

resolution.

Strategic Priority:

(Quality of Life and Place)

Discussion:

The Fifth Year Action Plan outlines specific priorities and objectives, detailing how HUD resources will be allocated through contracts. The Community Development Block Grant office will fund the following programs:
• Casa de Amigos - Home Cleaning Program: $60,000
• Mission Health Care, Inc. - Take Home Terrific Meal Program: $41,100
• Casa de Amigos - Senior Nutrition Program: $70,000
• Salvation Army of Midland - Homeless Nutrition Programs: $100,000
• Midland County Hospital District - Mental Health & Wellness (CRISP) CV19 Program: $17,396
• Senior Life Midland (SLM) - Meals on Wheels Weekend Program: $43,900
• West Texas Food Bank – Emergency Food Box Distribution Program: $81,000
• Church on Wheels, Inc. – Facility Floor Replacement Program: $23,000
• Midland Habitat for Humanity – Habitat for Humanity Improvements Project: $381,000
Additionally, CDBG Block Grant funds (060) will be appropriated for the following:
• OHAP Major-Down Payment Assistance: $150,000
• OHAP Minor Repair Program: $100,000
• City of Midland Parks and Recreation Department - Dunagan Park Restroom: $150,000
• City of Midland Parks and Recreation Department - Washington Park Water Slides Resurfacing: $50,000
• Contingency Funds: $100,411
These allocations reflect the commitment to address key community needs and support the stated objectives and align with previous Council action taken on July 23, 2024, wherein the City of Midland's 2024-2025 Fifth Year Action Plan to the Consolidated Plan for Community Development and Housing Funds for the City's Fiscal Years 2020-2024 was adopted.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACTS WITH CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, THE SALVATION ARMY OF MIDLAND, THE MIDLAND COUNTY HOSPITAL DISTRICT, SENIOR LIFE MIDLAND, INC., MISSION HEALTH CARE, INC., CHURCH ON WHEELS, INC., WEST TEXAS FOOD BANK, AND MIDLAND HABITAT FOR HUMANITY; AUTHORIZING THE FUNDING OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS; AND APPROPRIATING AND ALLOCATING FUNDS

WHEREAS, Casa de Amigos of Midland, Texas, Incorporated, has agreed to provide services for the Case de Amigos Home Cleaning Program for $60,000.00; and

WHEREAS, Casa de Amigos of Midland, Texas, Incorporated, has agreed to provide services for the SE Senior Center Nutrition Program for $70,000.00; and

WHEREAS, the Salvation Army of Midland has agreed to provide services for the Homeless Nutrition Program for $100,000.00; and

WHEREAS, the Midland County Hospital District has agreed to provide services for the Community Referral and Indigent Services CV19 Program for $17,396.00; and

WHEREAS, Senior Life Midland, Inc. has agreed to provide services for the Senior Life Midland Meals on Wheels Program for $43,900.00; and

WHEREAS, Mission Health Care, Inc., has agreed to provide services for the Mission Center Take Home Terrific Meal Program for $41,100.00; and

WHEREAS, Church on Wheels, Inc., has agreed to provide services for the Facility Flooring Replacement Program for $23,000.00; and

WHEREAS, West Texas Food Bank has agreed to provide services for the Emergency Food Box Distribution Program for $81,000.00; and

WHEREAS, Midland Habitat for Humanity has agreed to provide services for the Habitat for Humanity Infrastructure Improvements Project for $381,000.00; and

WHEREAS, the City Council finds it to be in the public interest to enter into

contracts with said entities for said services; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $150,000.00 to the OHAP Major-Down Payment Assistance Program; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $100,000.00 to the OHAP-Minor Home Repairs Program; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $150,000.00 to the City of Midland Parks and Recreation Department Dunagan Park Restroom; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $50,000.00 to the City of Midland Parks and Recreation Department Washington Park Water Slides Resurfacing; and

WHEREAS, the City Council finds it to be in the public interest to allocate funds in the amount of $100,411.00 in contingencies for Fifth Year Action Plan Amendments;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, Community Development Block Grant contracts with Casa de Amigos of Midland, Texas, Incorporated, The Salvation Army of Midland, The Midland County Hospital District, Senior Life Midland, Inc., Mission Health Care, Inc., Church on Wheels, Inc., West Texas Food Bank, and Midland Habitat for Humanity to provide community relief services with grant funds received from the United States Department of Housing and Urban Development. Said contracts 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 Council hereby authorizes and approves the allocation of funds to the OHAP Major-Down Payment Assistance Program, the OHAP-

Minor Home Repairs Program, the City of Midland Parks and Recreation Department Dunagan Park Restroom, the and City of Midland Parks and Recreation Department Washington Park Water Slides Resurfacing.

SECTION THREE. That a total of $1,450,807.00 in funding shall be appropriated upon approval. This shall include $973,411.00 from the 2024-2025 CDBG Block Grant (060), $460,000.00 from the 2023-2024 CDBG Block Grant, and $17,396.00 from the 2020 CARES CV19 Block Grant Project (700299) within the Community Development Block Grant Fund (060).

SECTION FOUR. That the City Comptroller is hereby authorized and directed to make payment to Casa de Amigos of Midland, Texas, Incorporated, The Salvation Army of Midland, The Midland County Hospital District, Senior Life Midland, Inc., Mission Health Care, Inc., Church on Wheels, Inc., West Texas Food Bank, and Midland Habitat for Humanity pursuant to the terms of their respective contracts, not to exceed the contracted price, upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

_____
Christy Weakland, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND CHURCH ON WHEELS, INC., FOR THE FACILITY FLOORING REPLACEMENT PROGRAM

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and **CHURCH ON WHEELS, INC.** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Facility Flooring Replacement Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of TWENTY-THREE THOUSAND DOLLARS ($23,000.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR

WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with

CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning

standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall, upon termination or expiration of this Agreement, transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Corporation shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

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Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund

or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party

may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to

this Agreement shall have any third-party beneficiary or other rights hereunder.

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section

2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

CHURCH ON WHEELS, INC.

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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

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

_____
Notary Public, State of Texas

CDBG EXHIBIT A

NAME: Facility Flooring Replacement **Request: $23,000**

APPLICANT: Church on Wheels, inc.

Description: Breaking Bread Ministries of Midland requests funding for the replacement of flooring that is aged and not functional. The nutritional feeding programs at 410 E. Florida Ave. prepare and feed 90 meals per day and need safe and sanitary dining area.

Budget: The budgeted funds of $23,000 will be used to replace facility flooring that is old and in disrepair.

Eligibility: Per 24 CFR 570.201, Homeless/Substance Abuse services for citizens experiencing hardships and/or disabled persons is considered by HUD a high priority. Homeless service for indigent individuals is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions.

Consolidated Plan: Homeless services are an area of high priority and concentration of community need. All hardship individuals will have an evidence-based needs assessment screening, and a plan of care formulated toward each participant's service plan.

Other Comments: None

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED FOR THE SE SENIOR CENTER NUTRITION PROGRAM

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and **CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the SE Senior Center Nutrition Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of SEVENTY THOUSAND DOLLARS ($70,000.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300

N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613

concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

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XIII. RELEASE

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XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund or any other monies or credits of City, and is, therefore, expressly contingent on federal

funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

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

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section

2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXHIBIT A

NAME: SE Senior Center Nutrition Program **Request: $70,000**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funding for the nutrition programs at the Southeast Senior Citizen Center (1803 E Indiana) and at the Casa de Amigos (1101 E Garden Lane). Approximately 240 seniors are expected to benefit from the lunchtime meal program and take-home food boxes in order to supplement their nutritional needs. Two jobs will be retained during the program year. Meals are contracted daily with a local catering company and reviewed by a certified nutritionist.

Budget: CDBG funds would be used to pay for an average of 120 meals per day. The estimated $8.00 cost per meal includes all costs in providing the meals: personnel, supplies, transportation, food, equipment, and administrative overhead.

Eligibility: Per 24 CFR 570.201, a public service for senior citizens is considered by the U.S. Department of Housing and Urban Development as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. CDBG assistance has been provided continuously for senior citizen programming in Midland since 1986. Casa de Amigos has administered CDBG funds for the SE Nutrition Program since 2020.

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND MIDLAND HABITAT FOR HUMANITY FOR THE HABITAT FOR HUMANITY INFRASTRUCTURE IMPROVEMENTS PROJECT

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and **MIDLAND HABITAT FOR HUMANITY** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Habitat for Humanity Improvements Project utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of THREE HUNDRED EIGHTY-ONE THOUSAND DOLLARS ($381,000.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR

WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall, upon termination or expiration of this Agreement, transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Corporation shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROGRAM REPORTS

Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation

have not agreed within such time upon a solution to the default, the non-defaulting party may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There

is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

MIDLAND HABITAT FOR HUMANITY

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of MIDLAND HABITAT FOR HUMANITY, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXHIBIT A

NAME: Habitat for Humanity Infrastructure Improvements **Request: $381,000**

APPLICANT: Midland Habitat for Humanity Inc.

Description: Midland Habitat for humanity Inc. infrastructure project plans would provide for the utilities, curbs, gutters, ADA ramps and roads improvements for affordable housing. The objective of the project is to help revitalize the redevelopment of east Midland neighborhoods with 70 affordable housing units.

Budget: The budgeted funds of $381,000 will be used to complete the infrastructure necessary for housing development.

Eligibility: Per 24 CFR 570.201, Infrastructure development is needed for a L/M Income Housing Development.

Consolidated Plan: Neighborhood infrastructure is needed for a L/M income Housing.

Other Comments: The infrastructure project is located within a low-moderate income census tract and the CDBG target area.

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND MIDLAND COUNTY HOSPITAL DISTRICT FOR THE COMMUNITY REFERRAL AND INDIGENT SERVICES CV19 PROGRAM

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and the **MIDLAND COUNTY HOSPITAL DISTRICT** ("Hospital");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Hospital shall perform the Community Referral and Indigent Services Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Hospital is authorized to incur costs against a total amount of SEVENTEEN THOUSAND THREE HUNDRED NINETY-SIX DOLLARS ($17,396.00). Payments shall be made on a reimbursement basis to Hospital for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Hospital upon certification by Hospital and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Hospital to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Hospital will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Hospital seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

HOSPITAL WILL 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 DEATHS, 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 HOSPITAL, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, HOSPITAL'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND HOSPITAL WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

HOSPITAL 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 DEATHS, 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 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 HOSPITAL OR HOSPITAL'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 HOSPITAL WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

HOSPITAL AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, HOSPITAL SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Hospital shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Hospital shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Hospital shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Hospital shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Hospital shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Hospital shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Hospital shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Hospital shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured

(except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Hospital, shall be considered primary coverage, as applicable.

G. Hospital shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Hospital. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Hospital shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Hospital shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Hospital certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Hospital shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Hospital.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Hospital shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Hospital 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 respondent superior shall not apply as between City and Hospital, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Hospital. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Hospital 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. 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 Hospital's work. Hospital shall assume exclusive responsibility for the work. Hospital is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Hospital shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Hospital hereby agrees as follows:

A. Hospital will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Hospital will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Hospital will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Hospital will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Additionally, Hospital will comply with regulations at 24 CFR 570.613

concerning eligibility restrictions for certain resident aliens.

D. Hospital will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Hospital will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Hospital will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Hospital shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Hospital will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Hospital will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Hospital shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Hospital of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Hospital as an officer, employee, member, or program participant. Hospital shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Hospital will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Hospital shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Hospital will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Hospital certifies that:

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

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

N. Hospital shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Hospital shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Hospital shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Hospital shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Hospital shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Hospital shall, upon termination or expiration of this Agreement, transfer to City all

CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Hospital has on hand at the time of termination. If Hospital ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Hospital shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Hospital shall provide recognition of CDBG funding in its procurement announcements. Hospital shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROGRAM REPORTS

Monthly status reports are to be prepared by Hospital and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

HOSPITAL 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, HOSPITAL AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. HOSPITAL SPECIFICALLY AGREES THAT IF HOSPITAL 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, HOSPITAL AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH HOSPITAL MIGHT OTHERWISE BE ENTITLED.

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

HOSPITAL AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Hospital or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Hospital and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Hospital have not agreed within such time upon a solution to the default, the non-defaulting party may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by the mutual consent of Hospital and City in writing.

XVII. 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, Hospital, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Hospital will settle, the physical and mailing addresses of Hospital at the time and date the claim was presented and the physical and mailing addresses of Hospital for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Hospital 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 City from any liability whatsoever. City is under no obligation to provide notice to Hospital that its notice is insufficient. City 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, Hospital's failure to comply with the requirements herein shall perpetually bar Hospital'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. Hospital agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

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

XX. ASSIGNMENT

Hospital 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Hospital of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Hospital has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Hospital agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Hospital agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

MIDLAND COUNTY HOSPITAL DISTRICT

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of MIDLAND COUNTY HOSPITAL DISTRICT known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said Hospital, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXHIBIT A (CV-19)

NAME: Community Referral/ Indigent Program (CRISP) Request: $17,396

APPLICANT: Midland Memorial Hospital

Description: Mental Health & Wellness Department requests funds to support its Community Referral and Indigent Services Program (CRISP) to help individuals of all ages to recover from the devastation of the pandemic and overcome barriers to restore and stabilize health and livelihood.

The Community Referral and Indigent Program (CRISP) program objective is to provide personal services that follow participants at every point-of-service to assure connection with needed resources and supportive providers. The CRISP team will coordinate, make and follow up with participants/providers to ensure that integrated care is received thus preventing additional stress and cost on the hospital emergency room. All hardship individuals will have an evidence-based mental health screening, and a plan of care formulated toward each participant's service plan. It is expected that 600 participants will be connected with transportation vouchers to needed resources during the year.

Budget: The budgeted funds of $17,396 will be used to help pay for transportation vouchers to supportive services for indigent individuals.

Eligibility: Per 24 CFR 570.201, mental health and indigent services are eligible for CDBG-CV19 funding. Mental Health service for hardship citizens and disabled persons is considered by HUD as eligible activities.

Consolidated Plan: Mental Health services of benefit to indigent and homeless individuals are a priority community need.

Other Comments: COVID-19 funding is the remaining balance from prior years funding from the Department of Treasury.

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND MISSION HEALTH CARE, INC., FOR THE MISSION CENTER TAKE HOME TERRIFIC MEAL PROGRAM

This Agreement made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and **MISSION HEALTH CARE, INC.** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Mission Center Take Home Terrific Meal Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto, and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of FORTY-ONE THOUSAND ONE DOLLARS ($41,100.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirement.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

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CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City;

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines, and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make the all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with

CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning

standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall upon termination or expiration of this Agreement transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Corporation shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROGRAM REPORTS

Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of the Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund

or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party

may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to

this Agreement shall have any third-party beneficiary or other rights hereunder.

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced, and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

MISSION HEALTH CARE, INC.

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of MISSION HEALTH CARE, INC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXHIBIT A

NAME: Take Home Terrific Program **Request: $41,100**

APPLICANT: Mission Center Adult Day Service

Description: Mission Center Adult Day Service requests funds to support the continuation of program – Take Home Terrific Program. Take Home is an evening meal delivery service for individuals who have some type of mobility dysfunction or health issue that would keep them from meeting their nutritional needs. After an initial assessment, participants will receive meals during the week with extra meals provided for weekend needs on request. Participants will also receive a monthly wellness check. It is expected that 50 clients will be assisted during the year.

Budget: The budgeted funds of $41,100 will be used to pay for food supplies and staff preparation time and wages. The program budget for the 12-month period is projected to be $99,000.

Eligibility: Per 24 CFR 570.201, public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding.

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND THE SALVATION ARMY OF MIDLAND FOR THE HOMELESS NUTRITION CV19 PROGRAM

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and the **SALVATION ARMY OF MIDLAND** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Homeless Nutrition Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with

CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning

standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall, upon termination or expiration of this Agreement, transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Corporation shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROGRAM REPORTS

Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund

or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party

may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to

this Agreement shall have any third-party beneficiary or other rights hereunder.

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

THE SALVATION ARMY OF MIDLAND

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of The Salvation Army of Midland known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXHIBIT A

NAME: Homeless Nutrition Program **Request: $100,000**

APPLICANT: The Midland Salvation Army

Description: The Salvation Army of Midland requests funding for the nutrition programs at the 600 E. Wall St. Center (Homeless Shelter). Approximately 47,000 meals are expected to be served during the program year. Three meals time will be available to persons wanting a hot meal.

Budget: CDBG funds would be used to pay for an average 150 meals per day with an estimated $8.00 cost per meal; personnel, transportation, equipment and administrative overhead are not included in the grant. The requested funds would be used to help pay for food and nonperishable items related to meal preparation. The Homeless and Indigent Program overall budget for the program year will be $839,835.00 primarily generated from contributions and federal grants for the homeless.

Eligibility: Per 24 CFR 570.20, Homeless service for citizens experiencing hardships and/or disabled persons is considered by HUD a high priority. Homeless service for indigent individuals is considered by HUD as a presumed benefit to low and moderate-income person's activity under its limited clientele provisions.

Consolidated Plan: Homeless services is an area of high priority and concentration of community need. All hardship individuals will have an evidence-based needs assessment screening and a plan of care formulated toward each participant's service plan.

Other Comments: COVID-19 funding has a remaining term of 12 months till sunset provision requires return to Department of Treasury.

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND SENIOR LIFE MIDLAND, INC., FOR THE SENIOR LIFE MIDLAND MEALS ON WHEELS PROGRAM

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and **SENIOR LIFE MIDLAND, INC.** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Senior Life Midland Meals on Wheels Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of FORTY-THREE THOUSAND NINE HUNDRED DOLLARS ($43,900.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR

WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with

CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning

standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall, upon termination or expiration of this Agreement, transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Corporation shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

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Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund

or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party

may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to

this Agreement shall have any third-party beneficiary or other rights hereunder.

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

SENIOR LIFE MIDLAND, INC.

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of SENIOR LIFE MIDLAND, INC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXIBIT A

NAME: Homebound Senior Weekend Meal **Request: $43,900**

APPLICANT: Senior Life Midland (SLM)

Description: The objective of Meals on Wheels Weekend Meals is to promote better mental and physical health for older homebound persons through nutritious meals and socialization. The
nutrition program will be provided each weekend by volunteer drivers. Senior Life Midland (SLM), with main offices at 3301 Sinclair St., will provide meals which meet the nutritional guidelines set by the Texas Department on Aging and Texas Department of Human Services for elderly nutritional programs.

Budget: The budgeted funds of $43,900 funds will be used to help pay for the weekend meals prepared at the facility's main kitchen.

Eligibility: Per 24 CFR 570.201, public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: None

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND WEST TEXAS FOOD BANK FOR THE EMERGENCY FOOD BOX DISTRIBUTION PROGRAM

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and **WEST TEXAS FOOD BANK** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Emergency Food Box Distribution Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of EIGHTY-ONE THOUSAND DOLLARS ($81,000.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR

WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300 N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

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Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

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Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

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The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation

have not agreed within such time upon a solution to the default, the non-defaulting party may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There

is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

WEST TEXAS FOOD BANK

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development
Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of WEST TEXAS FOOD BANK, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXIBIT A

NAME: Emergency Food Box Distribution **Request: $81,000**

APPLICANT: West Texas Food Bank

Description: WTFB has worked to feed hungry families who are seeking food. Currently, West Texas is experiencing a drastic increase in the demand for food due to the current economic conditions present in the City of Midland. The extremely high cost of food has increased the need for additional support for seniors and working families.

Budget: CDBG has budgeted $81,000 dollars to be used to purchase and distribute perishable food items. The meals are estimated at $8.00 per meal; personnel, transportation, and administrative overhead are not included in the grant.

Eligibility: Per 24 CFR 570.201, emergency services for citizens experiencing hardships and/or disabled persons is considered by HUD a high priority. Service for indigent, low-moderate income individuals is considered by HUD as a presumed benefit.

Consolidated Plan: Services are a high priority of community need. All hardship individuals will have an evidence-based needs assessment screening.

Other Comments: Clients that visit the pantry each receive a 25-pound pantry box with shelf-stable items, plus fresh produce, meat, breads and dairy. Pantry boxes cost roughly $25 each for the food.

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED FOR THE CASA DE AMIGOS HOME CLEANING PROGRAM

This Agreement ("Agreement") made by and between the **CITY OF MIDLAND**, a Texas home rule municipal corporation ("City") and **CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED** ("Corporation");

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which Corporation shall perform the Casa de Amigos Home Cleaning Program utilizing Community Development Block Grant ("CDBG") funds as described in Exhibit "A", attached hereto and incorporated herein for all legal purposes. Any change in the performance schedule, purpose or the location of the operation must be approved in advance by City.

II. PAYMENT

Upon and after the receipt of a notice to proceed from City, Corporation is authorized to incur costs against a total amount of SIXTY THOUSAND DOLLARS ($60,000.00). Payments shall be made on a reimbursement basis to Corporation for services and expenses as shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes. All payments shall be made to Corporation upon certification by Corporation and approval by the Community Development Division of City's Development Services Department and the City Manager. When reimbursements for personal services are requested, time sheets must be presented by Corporation to City, in a form suitable to City. Final payment on the program must be at least THREE THOUSAND DOLLARS ($3,000.00) and will not be made until all final program reporting is completed.

III. PROCUREMENT STANDARDS

Corporation will make program procurement in accordance with 24 CFR Part 84 and Part 85 and applicable Texas Statutes. At least ten (10) days before Corporation seeks competitive bids on procurement of over TEN THOUSAND DOLLARS ($10,000.00) and for any work contracts of over TWO THOUSAND DOLLARS ($2,000.00) of the above-described program, the plans and specifications and other bid documents shall be submitted to City and reviewed by City's Community Development Division for conformance with federal and City requirements.

IV. INDEMNITY

CORPORATION WILL 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 DEATHS, 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 CORPORATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, CORPORATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CORPORATION 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 DEATHS, 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 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 CORPORATION OR CORPORATION'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 CORPORATION WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

CORPORATION AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, CORPORATION SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INSURANCE

A. Corporation shall carry insurance in the following types and amounts for the duration of this Agreement and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence hereof to City:

1. Statutory Workers' Compensation; said insurance shall waive subrogation in favor of City.

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $1,000,000. The policy must provide contractual liability coverage for liability assumed under this Agreement, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of City. If this coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. Corporation shall maintain coverage for the duration of this Agreement and for six months following completion of the construction improvements associated with this Agreement. Corporation shall pay for this extended reporting period coverage. Said insurance shall name City as an additional insured.

B. If insurance policies are not written for amounts specified in Subsection A, above, Corporation shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it must follow the form of the primary coverage.

C. Corporation shall provide City at least thirty (30) days written notice of erosion of the aggregate limit below the minimum required combined single limit coverage.

D. Corporation shall provide all provisions of this Agreement concerning liability, duty, standard of care, together with the indemnification or defense provisions herein, shall be underwritten by contractual coverage sufficient to include such obligations within applicable policies.

E. Corporation shall not commence work under this Agreement until it has obtained all required insurance and until such insurance has been reviewed by the City Attorney's Office of the City of Midland.

F. Corporation shall produce an endorsement to each affected policy that contains language similar to the following:

1. That names City of Midland, Texas, Attn.: CDBG Program Coordinator, 300

N. Loraine, P. O. Box 1152, Midland, Texas, 79702, as additional insured (except for Workers' Compensation and Employee's Liability coverage), with right of subrogation against City waived on each affected policy including Worker's Compensation.

2. That obligates the insurance company to notify City of any non-renewal, cancellation, or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

3. That the "other" insurance clause shall not apply to City where City is an additional insured shown on the policy. It is intended that the policies required in this Agreement, covering both City and Corporation, shall be considered primary coverage, as applicable.

G. Corporation shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy.

H. City reserves the right to review the insurance requirements of this Article V during the effective period of this Agreement and to make reasonable adjustments to insurance coverages, their limits when deemed necessary and prudent by City based upon changes in statutory law, court decisions, or the claims history of the industry or financial condition of the insurance company as well as that of Corporation. City shall be entitled to review, upon request, and without expense to City, to receive copies of the requisite insurance policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

I. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after City has received written notice of such cancellation or change. During the term of this Agreement, Corporation shall have in effect a general liability insurance policy in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage. This liability policy shall be endorsed to name the City of Midland as an additional insured. Corporation shall provide City with a Certificate of Insurance evidencing the required coverage upon execution of this Agreement.

J. Corporation certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Corporation shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Corporation.

VI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Corporation shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Corporation 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 respondent superior shall not apply as between City and Corporation, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Corporation. No person performing any work hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Corporation 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. 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 Corporation's work. Corporation shall assume exclusive responsibility for the work. Corporation is entirely free to do the work in its own way.

VII. APPLICABLE LAWS, ORDINANCES

Corporation shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City and shall require all contractors and subcontractors to comply with the same. Corporation hereby agrees as follows:

A. Corporation will comply with the policies, guidelines and requirements of 24 CFR Part 84 and 85 and OMB Circulars A-87 and A-122, as they relate to the application, acceptance and use of federal funds for this federally assisted program. Corporation will also comply with the Single Audit provisions of OMB Circular A-133 and make all audits for fiscal years in which CDBG funds are expended available to City.

B. Corporation will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

C. Corporation will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with

CDBG funds. Additionally, Corporation will comply with regulations at 24 CFR 570.613 concerning eligibility restrictions for certain resident aliens.

D. Corporation will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.

E. Corporation will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the regulations issued pursuant thereto (24 CFR Part 135) which provides that to the greatest extent feasible opportunities for employment and other economic opportunities be directed to low and very low-income City residents and to business concerns which provide economic opportunity to low and very low-income persons.

F. Corporation will obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. Corporation shall further comply with the retention of records provisions of 24 CFR 570.502.

G. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

H. Corporation will ensure that subcontractors for work or construction activity under this Agreement shall comply with 24 CFR Part 84 and 85and Section 110 of the Housing and Community Development Act of 1974 and the regulations issued pursuant thereto (24 CFR 570.603), which provide for adherence to certain labor standards.

I. No officer, employee or board member of Corporation shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Corporation of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Corporation as an officer, employee, member, or program participant. Corporation shall further comply with the conflict-of-interest provisions of 24 CFR 570.611 and 24 CFR Part 84 and Part 85.

J. Corporation will ensure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

K. Corporation shall follow the provisions of 24 CFR Part 84 and Part 85 concerning

standards for financial management systems.

L. Corporation will comply with the property management and disposition requirements of 24 CFR Part 84 and 85 including copyright provisions therein.

M. Corporation certifies that:

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

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

N. Corporation shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C, 701, et seq.

O. Corporation shall follow the provisions of 24 CFR 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

P. Corporation shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through O. Corporation shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Corporation shall maintain accounts and records adequate to identify and account for all cost pertaining to this Agreement. Records are to be retained in accordance with 24 CFR Part 84 and Part 85.

VIII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

IX. TRANSFER OF ASSETS

Corporation shall, upon termination or expiration of this Agreement, transfer to City all CDBG funds and all loans and accounts receivable attributable to the use of CDBG funds that Corporation has on hand at the time of termination. If Corporation ceases to use any asset acquired with CDBG funds for the purposes described in this Agreement, Corporation shall either pay to City the fair market value of the asset or transfer control of the asset to City.

X. RECOGNITION OF FUNDING

Corporation shall provide recognition of CDBG funding in its procurement announcements. Corporation shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the program. City's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

XI. PROGRAM REPORTS

Monthly status reports are to be prepared by Corporation and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after program completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on an annual basis and at the end of this Agreement.

XII. TERM OF AGREEMENT

The term of this Agreement shall begin October 1, 2024, and end September 30, 2025, unless an extension of time is granted by the City Council.

XIII. RELEASE

CORPORATION 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 WHICH 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.

XIV. GENERAL FUND

It is expressly understood that this Agreement in no way obligates the general fund

or any other monies or credits of City, and is, therefore, expressly contingent on federal funds of City's CDBG program.

XV. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, CORPORATION AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. CORPORATION SPECIFICALLY AGREES THAT IF CORPORATION 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, CORPORATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CORPORATION MIGHT OTHERWISE BE ENTITLED.

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

CORPORATION AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XVI. DEFAULT PROVISION

In the event that either Corporation or City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Corporation and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Corporation have not agreed within such time upon a solution to the default, the non-defaulting party

may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by the mutual consent of Corporation and City in writing.

XVII. 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, Corporation, or its legal representative, shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred and 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 Corporation will settle, the physical and mailing addresses of Corporation at the time and date the claim was presented and the physical and mailing addresses of Corporation for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Corporation 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 City from any liability whatsoever. City is under no obligation to provide notice to Corporation that its notice is insufficient. City 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, Corporation's failure to comply with the requirements herein shall perpetually bar Corporation'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. Corporation agrees that the requirements of this Agreement are reasonable.

XVIII. SOVEREIGN IMMUNITY

By executing this Agreement, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XIX. THIRD-PARTY BENEFICIARY

City's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to

this Agreement shall have any third-party beneficiary or other rights hereunder.

XX. ASSIGNMENT

Corporation 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 City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

XXI. TERMINATION WITHOUT CAUSE

City shall have the right, at its sole option, to terminate this Agreement at any time, with or without cause, by giving 90 days written notice to Corporation of City's election to so terminate.

XXII. VENUE AND GOVERNING LAW

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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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 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.

XXIII. PROCUREMENT SUSPENSION AND DEBARMENT

City has found that Corporation has not been suspended or debarred from performing work on Federal contracts.

XXIV. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations, including 29 C.F.R. Parts 1, 3, 5, 6, and 7, 18 U.S.C. §874 and 40 U.S.C. §3145, are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Agreement, to which the parties to this Agreement have agreed to be bound.

XXV. COMPLIANCE

Corporation agrees that it shall comply with Texas Government Code Section 2252.908, as amended. Corporation agrees that it shall comply with Texas Local Government Code Section 176.006, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the day of _____, 2024.

CITY OF MIDLAND, TEXAS

By:_____
Lori Merritt Blong, Mayor

CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED

By:_____

Name:_____

Title:_____

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Isaac Garnett, Community Development Administrator

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of CASA DE AMIGOS OF MIDLAND, TEXAS, INCORPORATED, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

CDBG EXHIBIT A

NAME: Home Cleaning Program **Request: $60,000**

APPLICANT: Casa de Amigos

Description: Casa de Amigos requests funds to support its Citywide Community Services' Home Cleaning Program. The program's objective is to maintain safe and sanitary living conditions for indigent senior citizens (60+ years of age) and disabled individuals. Services include an initial deep cleaning and subsequent routine weekly cleaning. It is expected that 102 clients will be assisted during the year.

Budget: The requested funds would be used to help pay the wages of the program's homemakers. CDBG funds are proposed to be 30% of the total Citywide Community Services budget. The Citywide Community Services budget for the program year will be $98,000. Grants from United Way also help fund the program.

Eligibility: Per 24 CFR 570.201(e), public services are eligible for CDBG funding. A public service for senior citizens and disabled persons is considered by HUD as a presumed benefit to low- and moderate-income activity under its limited clientele provisions. This request will be subject to the 15% limitation on funds allocated for public services.

Consolidated Plan: Public services of benefit to the elderly and handicapped individuals are a priority community need.

Other Comments: As an ongoing program, this request is subject to the potential need for the operator to secure replacement funding. The home cleaning service has been continuously CDBG supported since 1991.

City Council Meeting

Item Number: 18

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PRELIMINARY PLAT OF GM INDUSTRIAL ADDITION, BEING A PLAT OF A 25.00-ACRE TRACT OF LAND OUT OF BLOCK 38, T-2-S, JOE NEWCOMER PREEMPTION SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH COUNTY ROAD 1142 AND EAST COUNTY ROAD 135) (EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Maverick Engineering, on behalf of GM Properties & Investments LLC. is requesting to plat a property generally located at the northwest corner of the intersection of south county road 1142 and east county road 135 into 5 lots. The applicant is replatting for industrial type development.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction

ENGINEERING: (Approved)

IMPACT FEES: Plat outside designated service areas. Note not required. [For Applicant's Information Only.]

ROW: No frontage along Public ROW. [For Applicant's Information Only.]

PAVING: No frontage along Public ROW. [For Applicant's Information Only.]

WATER: No frontage along Public ROW. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For the Applicant's information only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: No frontage along Public ROW. [For Applicant's Information Only.]

DRAINAGE: Drainage report has been approved for platting purposes. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved with Conditions)

All surrounding roads are private and the city has no easement data.

FIRE: (Approved)

No comments.

OIL AND GAS: (Approved)

Not in the City limits- no oil or gas jurisdiction.

GIS: (Approved)

Please check northern calls. (Does not conform with 2016-33417) Provide recording information for pipeline easements.

HEALTH DEPARTMENT: (Approved)

Yes, the health department will review applications from the 5 proposed lots of GM Industrial Addition, PLAT OF A 25 ACRE TRACT OF LAND OUT OF JOE NEWCOMER PREEMTION SURVEY, ABSTRACT 635, BLOCK 38, T-2-S, T. & P. RR. CO. SURVEY each lots 1-5 are 5 acre, property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur, to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

CRMWD: (Approved)

We do not have any comments on this plat.

PLANNING: (Approved with conditions)

The Planning and Zoning Commission recommended approval of this request on October 21, 2024.

Staff recommends approval of the Preliminary Plat of GM Industrial Addition, subject to conditions A through D.

Conditions:

A. **Owner's policy of title insurance, a commitment for issuance of a title policy, or a title opinion must be submitted at final plat submittal. [Midland City Code 11-2- 3(H)3(e).**

B. **All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)]**

C. **Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)]**

D. **Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

Application
Preliminary Plat
Maps
PowerPoint Presentation

City Manager's Office

Docusign Envelope ID: A2640DA7-56DF-44C7-A94F-26B1A130E39A

MIDLAND Planning Division

Preliminary Plat Application

Project Number: Sub-24-0754

Case Number: P-24-2103

Proposed Subdivision Plat Name: GM INDUSTRIAL ADDITION

Legal Description (attached sealed Metes and Bounds): BEING A 25.00 ACRE TRACT OF LAND OUT OF THE JOE MEWCOMER PREEMPTION SURVEY, ABSTRACT 635, BLOCK 38, T-2-S, MIDLAND COUNTY, TEXAS

Property Owner Printed Name: GM PROPERTIES & INVESTMENTS LLC		Phone (432) 262-0999 Email	
Address PO BOX NO 3	City MIDLAND	State TX	Zip 79702

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: GREG SHOULTS		Phone (432) 262-0999 Email gshoults@maverick-eng.com	
Address 1909 W WALL ST, SUITE K	City MIDLAND	State TX	Zip 79704

Current Zoning: ETJ

Reason for Platting: OWNERSHIP | industrial type building development

Plat Information	Total Acreage:	25.00
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ■ Extraterritorial Jurisdiction (ETJ)		
Number of Lots: 5	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): DocuSigned by: [signature] 25AFEC30B11C41B... Date: 9/24/2024

Property Owner (printed) : George Magallanes

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Ashlee Devine who, being by me duly sworn, upon oath says: That (s)he is the owner of GM Industrial Add. or is authorized by George Magallanes the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Devine
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 25th day of September, 2024, to certify which witness my hand and seal of office.

SAVANNAH DAVIS
Notary Public, State of Texas
Comm. Expires 05-20-2028
Notary ID 134907724

[signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization ☑ 1 Copy of Dimensioned Plat ☑ Plat in Digital Format (PDF/JPEG)

☑ Application Fee ☑ 1 Copy of Plat (11x17)

Check # 4965

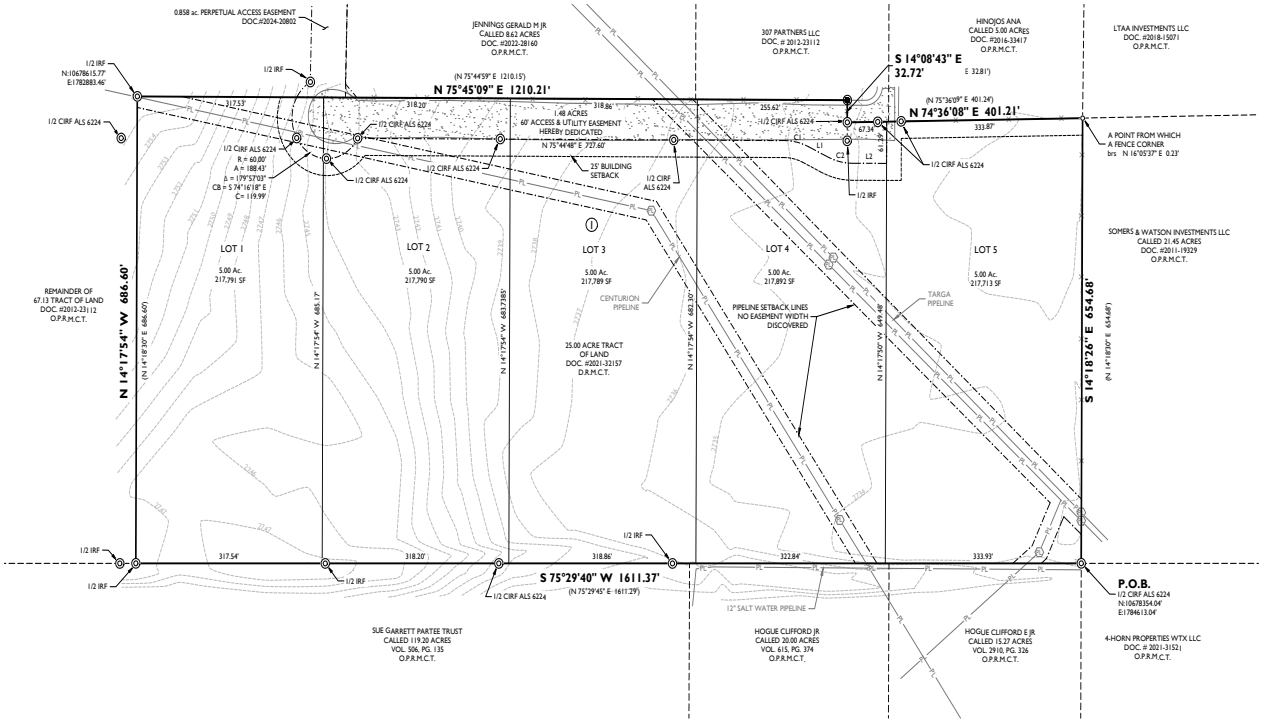
Received By: [signature] Date: RECEIVED SEP 25 2024 BY:

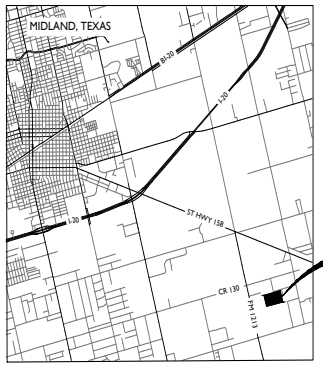
****Application will not be considered for scheduling until reviewed by a planner.****

PRELIMINARY PLAT

GM INDUSTRIAL ADDITION

BEING A 25.00 ACRE TRACT OF LAND OUT OF THE JOE NEWCOMER PREEMPTION SURVEY, ABSTRACT 635, BLOCK 38, T-2-S, MIDLAND COUNTY, TEXAS





VICINITY MAP

N.T.S.

0' 100' 200'

ORIGINAL SCALE: 1" = 100'

LEGEND

- SET 1/2-INCH IRON ROD WIRED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- FOUND MONUMENT AS NOTED
- CALCULATED CORNER - NOT SET
- EXISTING PIPELINE MARKER
- BOUNDARY LINE
- EXISTING PROPERTY LINES
- PROPOSED BUILDING SETBACK LINES
- EXISTING EASEMENT LINES
- PROPOSED EASEMENT LINES
- PL — EXISTING UNDERGROUND PIPELINE
- ( ) RECORD BEARING AND DISTANCE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.00'	42.82'	42.50'	N 88°00'53" E	24°32'10"
C2	100.00'	42.90'	42.57'	N 87°59'34" E	24°34'48"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 79°43'02" E	35.60'
L2	N 75°42'10" E	188.61'

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0250F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS 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. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK CIVIL & SURVEY, LLC.

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. *BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983.*
3. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
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.*

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 ETJ.

GREGORY W. SHOULTS
REGISTERED PROFESSIONAL LAND SURVEYOR #
MAVERICK ENGINEERING (DBA MAVERICK CIVIL & SURVEY, LLC)
1909 W. WALL STREET, SUITE "K"
MIDLAND, TX 79701

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS GM PROPERTIES & INVESTMENTS LLC , IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN JOE NEWCOMER PREEMPTION SURVEY, ABTRACT 635, BLOCK 38, T-2-S, COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT GM PROPERTIES & INVESTMENTS LLC, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS GM INDUSTRIAL ADDITION, AN ADDITION TO MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON;

WITNESS MY HAND AT MIDLAND, TEXAS, THIS

THE _____ DAY OF _____ 2024.

By: _____

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF GM INDUSTRIAL ADDITION, WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, TEXAS ON THIS

_____ DAY OF _____ 2024.

LUCY SISNIEGA, CHAIRMAN

LANDON OCHOA, SECRETARY

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

OPTIMUM
BY: _____

ASTOUND BROADBAND
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

PROPERTY OWNER

GM PROPERTIES & INVESTMENTS LLC
PO BOX 3
MIDLAND, MIDLAND COUNTY, TEXAS 79702
DEED INSTRUMENT # 2021-32157 OPRMCT

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

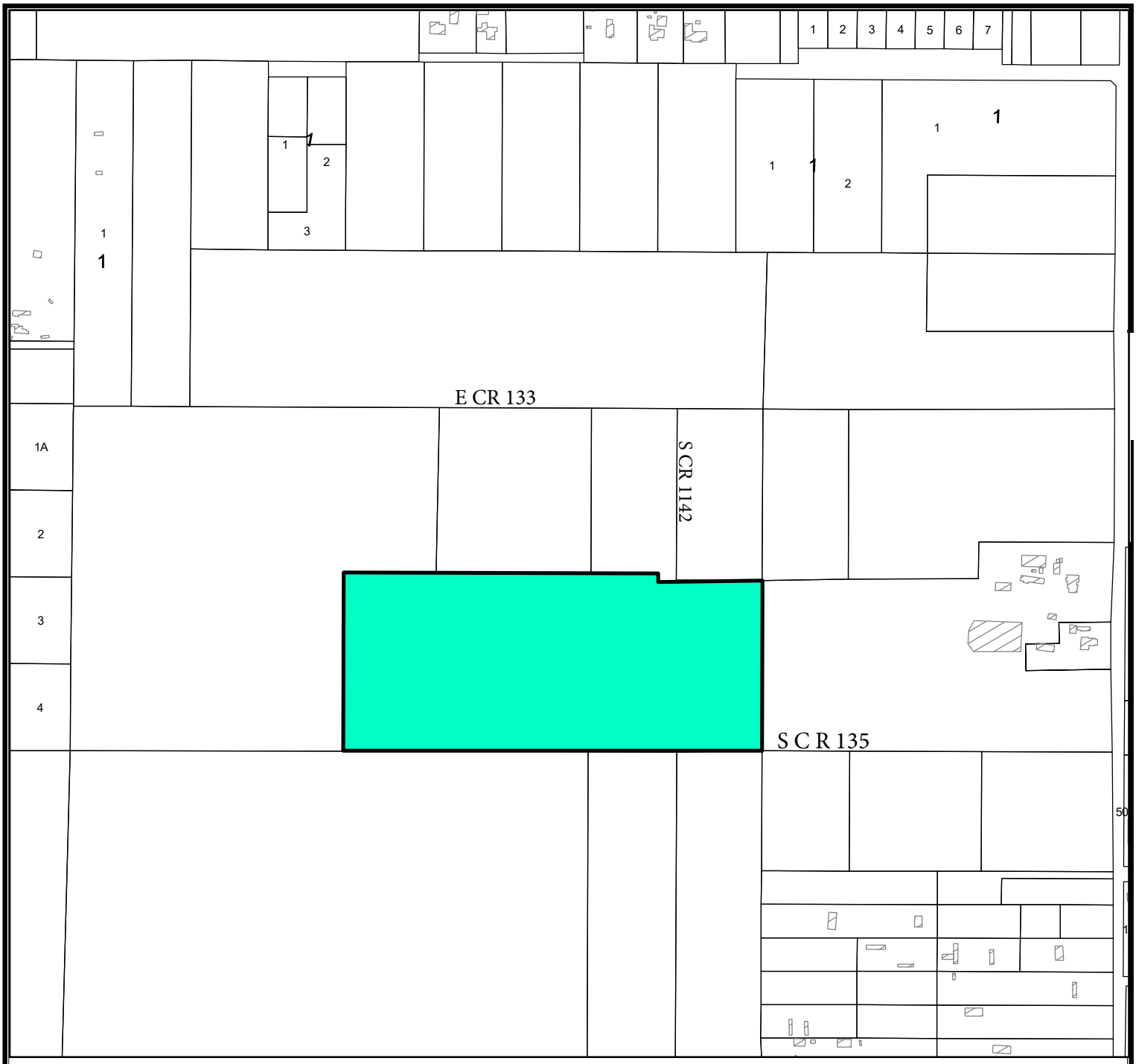
NO. _____

DATE _____

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

November 12, 2024
GM INDUSTRIAL ADDITION

Drawing: F:\2024\240059-GM PROPERTIES & INVESTMENTS-MIDLAND SUBDIVISION PLAT\DRAWINGS\PLAT\240059 PRELIMINARY PLAT.DWG Last Saved By: AKalensk on 9/24/24



Location Map

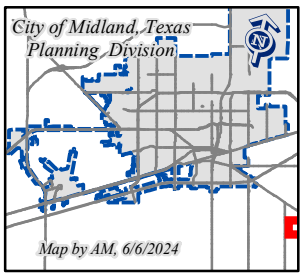
SUB-24-0754 **Scale: 1" = 550'**

Proposed Plat of GM Industrial Addition, being a plat of a 25.00-acre tract of land out of Block 38, T-2-S Joe Newcomer Preemption Survey, Midland County, Texas.

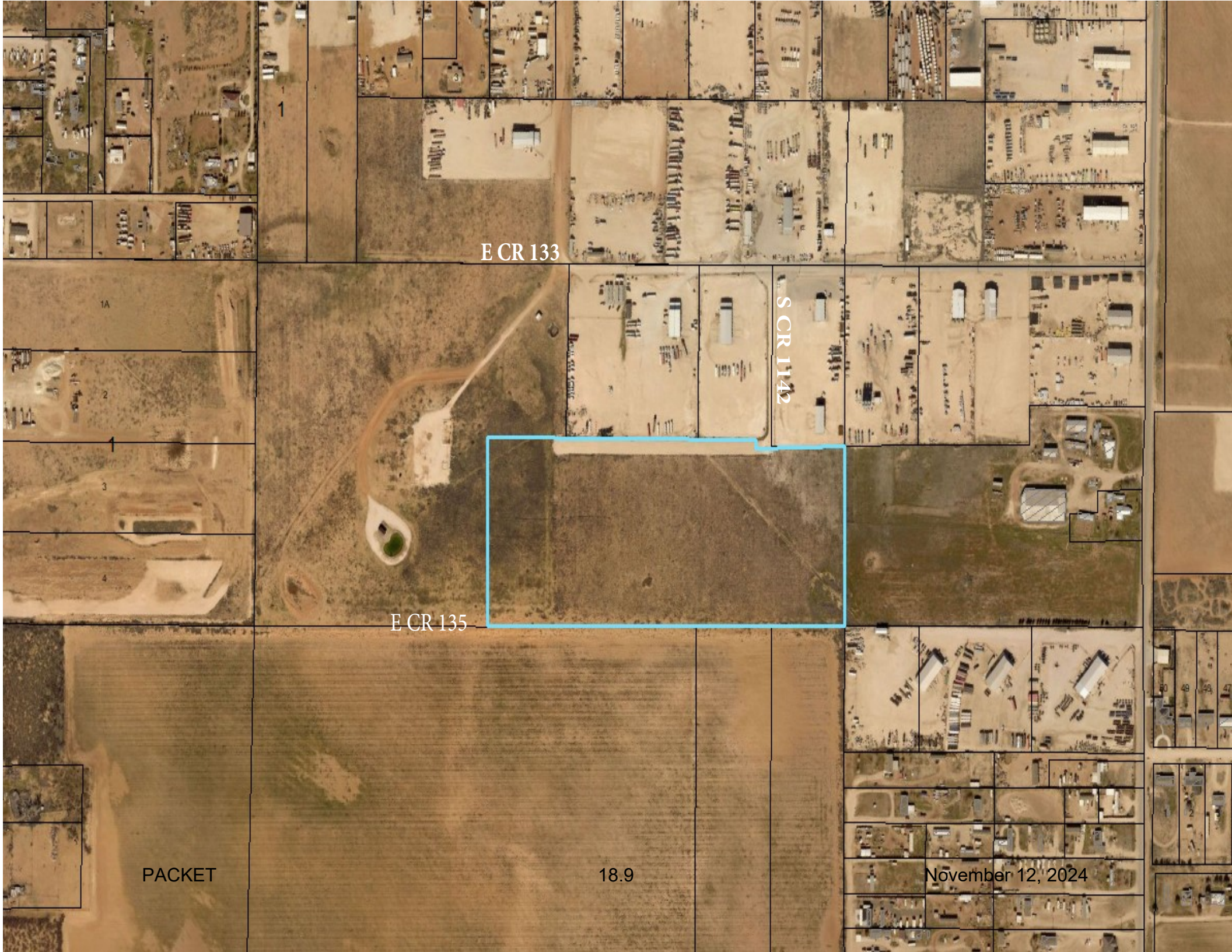
Generally located at the northwest corner of the intersection of South County Road 1142 and East County Road 135 (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



November 12, 2024


E CR 133
S CR 1142
E CR 135

MIDLAND
Be the Energy!
GM INDUSTRIAL ADDITION
Visit Our Website
MIDLANDTEXAS.GOV

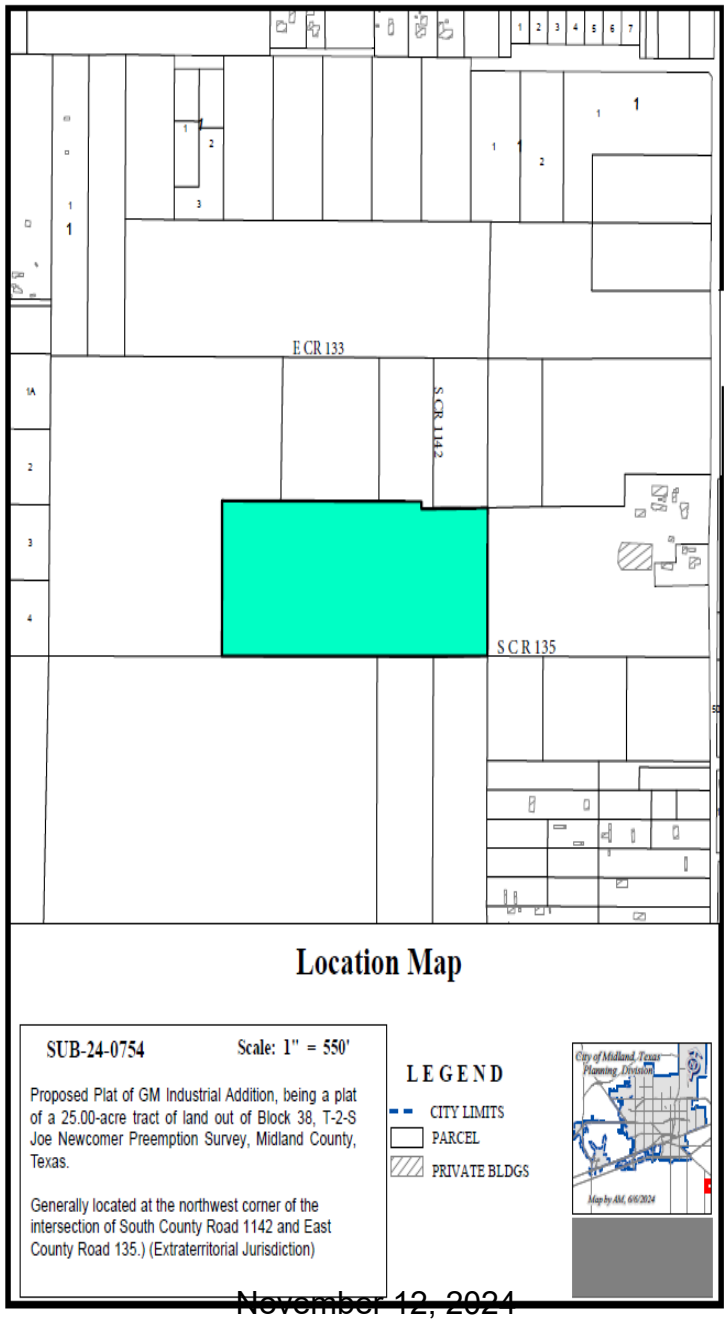
APPLICATION SUMMARY

Property Owner & Developer:
GM Properties & Investments LLC

Representative: Maverick Engineering

Plat

Address: 4514 East County Road 133 (ETJ)

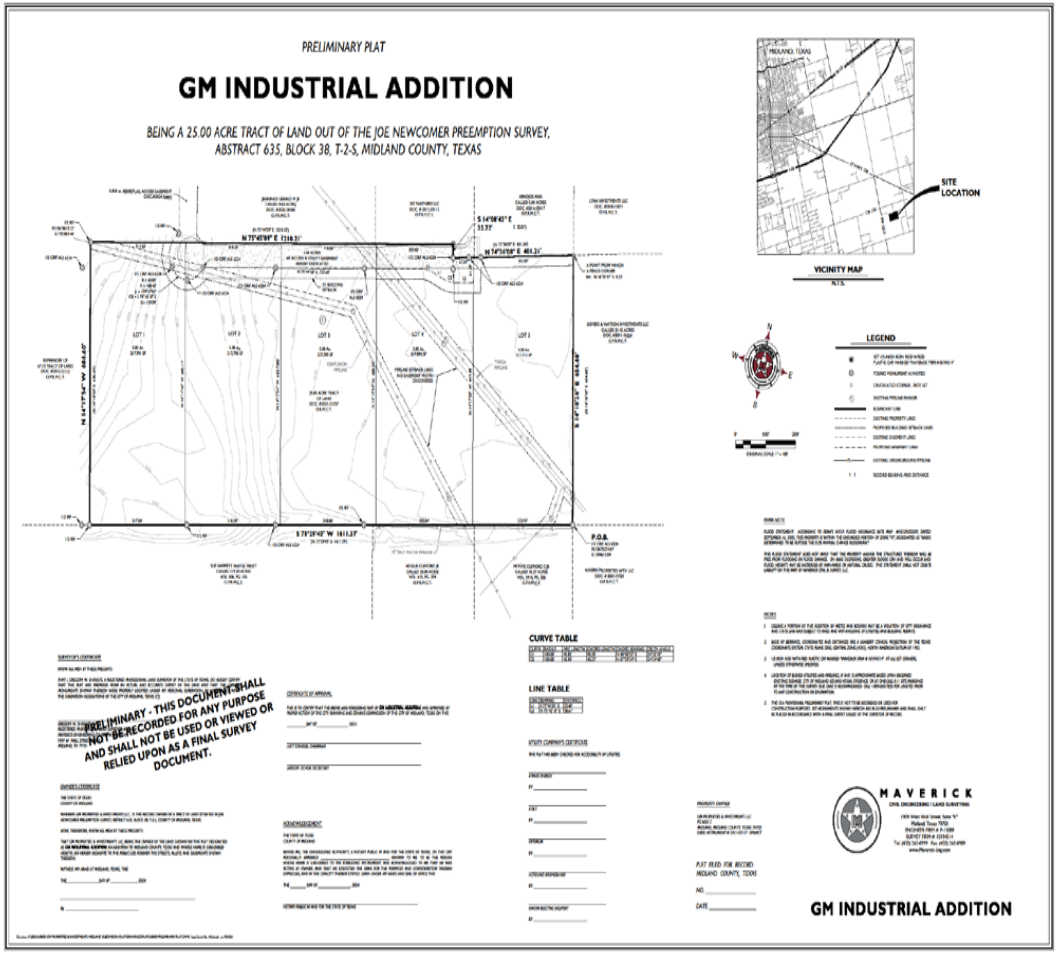


PLAT DETAILS

Acreage: 25-acre tract

Number of lots: 5 lots

Reason for Request: For industrial development

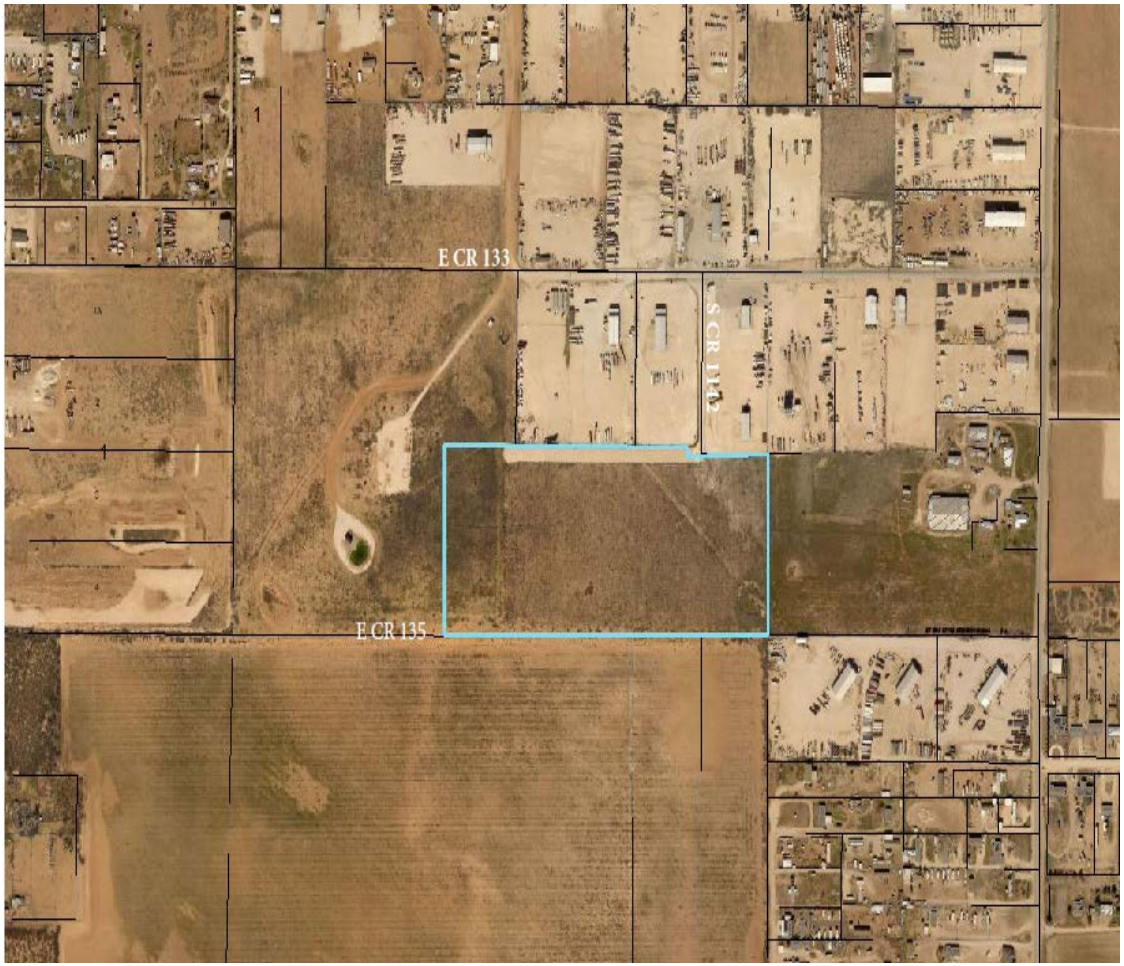


LAND USE

Current Use of the Property:
Vacant

Surrounding Uses:

North: Commercial (ETJ)
South: Vacant
East: Commercial (ETJ)
West: Vacant

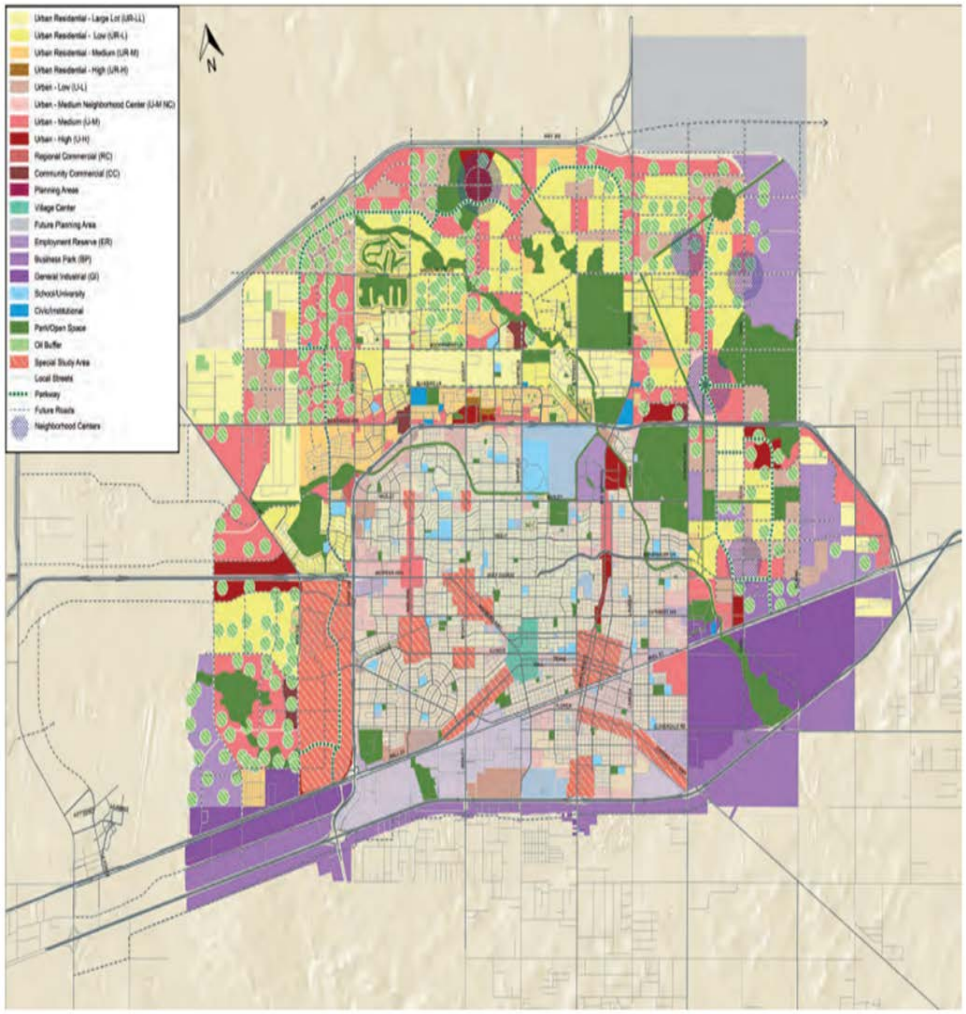


SITE PHOTO

On South County Road 1142, Looking South.

COMPREHENSIVE PLAN

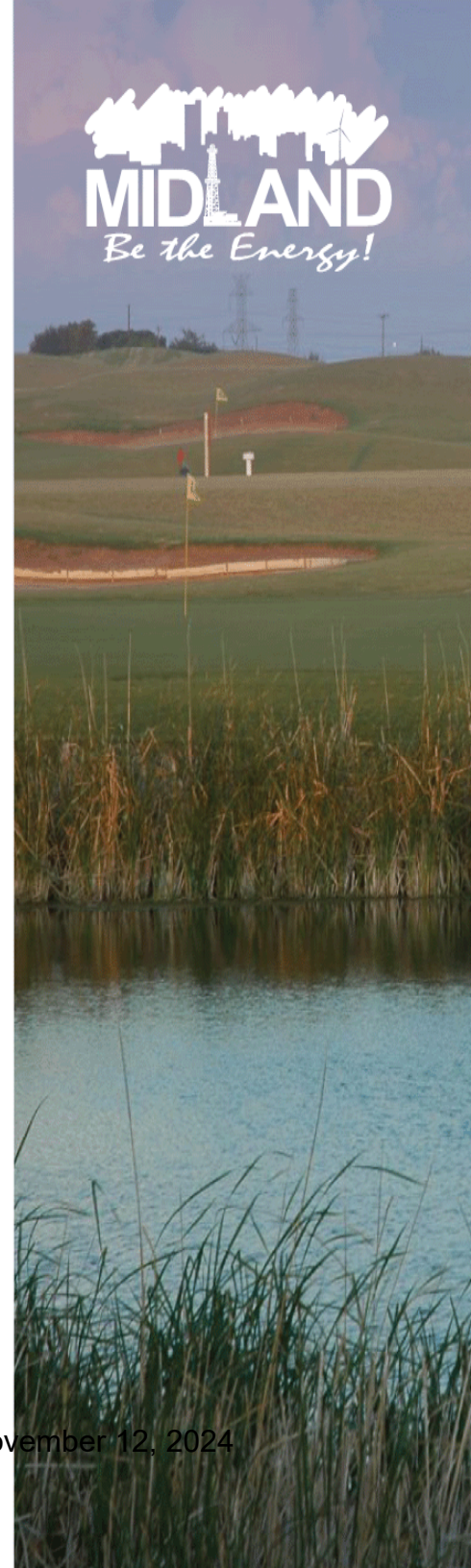
- **TCT Land Use Designation:**
  Not designated



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission recommended approval of this plat on October 21, 2024.

- Staff recommends approval of the Preliminary Plat of GM Industrial Addition, subject to conditions A through D.



STAFF'S RECOMMENDATION

- Conditions:

A. Approval of this preliminary plat is subject to the final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]
B. Owner's policy of title insurance, a commitment for issuance of a title policy, or a title opinion must be submitted at final plat submittal. [Midland City Code 11-2- 3(H)3(e).

STAFF'S RECOMMENDATION

C. Approval by the City Council shall be required prior to consideration of a final plat by the Commission on which any preliminary plat is ten hectares (25 acres) or more in area and is located in any survey section (approximately one square mile) which does not contain a publicly owned site or sites intended for both a public school and park, or public site reservation therefor; [11-2-3(D)11(a)(6)]

STAFF'S RECOMMENDATION

D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

MISSION

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

City Council Meeting

Item Number: 19

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Lindsey Adams,

Subject: **RESOLUTION OF THE CITY OF MIDLAND, TEXAS, SUSPENDING THE DECEMBER 21, 2024 EFFECTIVE DATE OF ATMOS ENERGY CORP., WEST TEXAS DIVISION'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND AUTHORIZING INTERVENTION IN ATMOS WEST TEXAS' REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE RAILROAD COMMISSION OF TEXAS; HIRING LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C. ATTORNEYS AND CONSULTANTS TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE CITY'S RATE CASE EXPENSES; 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 DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL (DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

On Friday, October 25, 2024, Atmos Energy Corp., West Texas Division (Atmos West Texas or Company) filed a gas rate case for cities in its West Texas Division. In its filing, Atmos West Texas is seeking to increase its system-wide base rates by approximately $66.1 million. If approved, this will increase the annual revenues received from the incorporated areas by approximately $26.9 million (an increase of 32.27% excluding gas costs). According to Atmos, the impact of this approval on an average residential customer would be an increase of about $16.66 per month (an increase of 10%). Also on Friday, Atmos West Texas filed its application at the Railroad Commission of Texas.

The team at Lloyd Gosselink Attorneys will be intervening on behalf of Cities Served by Atmos

West Texas, as they have done in the past. They plan to supplement their motion to intervene as additional cities provide authorization to intervene for them. We have authorized them to intervene on behalf of the City of Midland. As ratemaking proceeding, we are entitled to reimbursement of our legal and consultant expenses. Thus, there will be no direct charge to us as a participant in the rate case.

We maintain original jurisdiction over this matter, and now need to take action via a resolution to suspend the December 21, 2024 effective date. If we do not take action, the rate increase can be charged to all customers within the city's jurisdiction after December 21, 2024.

Recommended City Council Action:

Approve

Fiscal Impact:

On Friday, October 25, 2024, Atmos Energy Corp., West Texas Division (Atmos West Texas or Company) filed a gas rate case for cities in its West Texas Division. In its filing, Atmos West Texas is seeking to increase its system-wide base rates by approximately $66.1 million. If approved, this will increase the annual revenues received from the incorporated areas by approximately $26.9 million (an increase of 32.27% excluding gas costs). According to Atmos, the impact of this approval on an average residential customer would be an increase of about $16.66 per month (an increase of 10%).

This resolution allows the City of Midland to be represented to efficiently and cost effectively facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

While the city will maintain original jurisdiction in the matter it is important that the City take action via this resolution to suspend the December 21, 2024 effective date to prevent the rate increase being charged to all customers within the city jurisdiction after that date.

Jose E. Ortiz

City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MIDLAND, TEXAS, SUSPENDING THE DECEMBER 21, 2024 EFFECTIVE DATE OF ATMOS ENERGY CORP., WEST TEXAS DIVISION'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND AUTHORIZING INTERVENTION IN ATMOS WEST TEXAS' REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE RAILROAD COMMISSION OF TEXAS; HIRING LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C. ATTORNEYS AND CONSULTANTS TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF THE CITY'S RATE CASE EXPENSES; 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 DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL

WHEREAS, on or about October 25, 2024, Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company") filed with the City of Midland, Texas (the "City") a Statement of Intent to increase gas utility rates in all municipalities exercising original jurisdiction within its service area, effective December 21, 2024; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas ("Cities"), a coalition of similarly situated cities served by Atmos West Texas that have joined together to efficiently and cost effectively facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, Cities' consultants and attorneys recommend that the City suspend the application for further review; and

WHEREAS, Atmos West Texas has filed an application with the Railroad Commission of Texas that could become the docket into which appeals of city actions on the Atmos West Texas filing are consolidated; and

WHEREAS, Utilities Code § 103.022 provides that costs incurred by a city in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION ONE. That the December 21, 2024, effective date of the rate request submitted by Atmos West Texas on or about October 25, 2024, shall be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION TWO. That the City joins Cities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of City action.

SECTION THREE. That the City shall work with Cities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable, and intervene as a necessary party in the Railroad Commission of Texas' consideration of Atmos West Texas' rate filing in Case No. 00018879 as it affects the customers in the unincorporated areas of Atmos West Texas' service territory.

SECTION FOUR. That the City's reasonable rate case expenses shall be reimbursed by Atmos West Texas.

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

SECTION SIX. That the City Secretary is hereby authorized and directed to send copies of this Resolution to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 89424 (Philip.littlejohn@atmosenergy.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

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

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Deputy City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 20

Meeting Date: September 24, 2024, November 12, 2024

To: City Council / City Manager

From: Landon Ochoa, Planning Division Manager

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 22.119-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Winkleman & Associates, Inc. on behalf of Costco Wholesale, is requesting an annexation of a property located on the north side of State Highway 191 for the development of a retail store known as Costco Wholesale.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

The property is currently in the process of being annexed into city limits. An annexation of the property will need to be approved first before the initial zoning can be approved. The property will also need to be platted. A preliminary plat has been submitted as of September 13, 2024 and is under review.

The Tall City Tomorrow Comprehensive Plan designates this area as Urban -High which calls for a mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors.

The initial zoning request is scheduled for the September 24, 2024 City Council meeting. The Planning and Zoning Commission recommended approval of the initial zoning request on September 3, 2024.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objections.

Fire: (Approved)

No comments or objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil & Gas well concerns. Informational: No Oil or Gas wells identified with 500 ft. radius for city permitted well or a 135 ft. radius for non-permitted wells on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

GIS: (Approved)

Provide two sets of x-y coordinates.

Planning: (Approved)

No Planning issues.

Letters of Objection:

As of September 18, 2024, staff has received no letters of objection to this request.

Attachments:

Application
Maps
PowerPoint Presentation

City Manager's Office

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MICHAEL CLARK WINKELMANN & ASSOC		Phone (214) 801 7216 Email mclarke@winkelmann.com	
Address 6150 HILLCREST PLAZA #200	City DALLAS	State TX	Zip 75230
Property Owner CUMBERLAND & WESTERN RESOURCES, LLC Printed Name: C/O BETTERTON TYER & SUMMONTE, PL		Phone (941) 482 4442 Email greg@bettertonlaw.com	
Address 735 E. VENICE AVE #200	City VENICE	State FL	Zip 34285
Representative *(if different from Applicant or Property Owner)* Firm: COSTCO WHOLESALE Printed Name: JP ANDREWS		Phone (571) 228 7024 Email JPANDREWS@COSTCO.COM	
Address 45140 HORSESHOE DRIVE #150	City STERLING	State VA	Zip 20166

Street Address: SH 191 WEST OF HWY 158

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: ALLOW FOR DEVELOPMENT OF COSTCO WAREHOUSE & FUEL CENTER

Present Use of Property: VACANT

Proposed Use of Property: RETAIL (COSTCO)

How would this annexation/zone change affect the public health, safety and welfare?
NO ADVERSE IMPACT TO PUBLIC HEALTH, SAFETY, WELFARE

Describe how this annexation/zone change will affect adjacent properties:
THIS ANNEXATION & ZONING IS AN EXTENSION OF CURRENT ZONING & LAND USE ALONG SH 191

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: 8/6/24
Applicant (printed): MICHAEL CLARK	
Property Owner (signature): X Greg Betterton	Date: 8/6/24
Property Owner (printed): X Greg Betterton Manager	

The Annexation/Initial Zoning 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 Michael Clark who, being by me duly sworn, upon oath says: That (s)he is authorized by Greg Betterton, 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 26 day of Aug, 2024, to certify which witness my hand and seal of office.

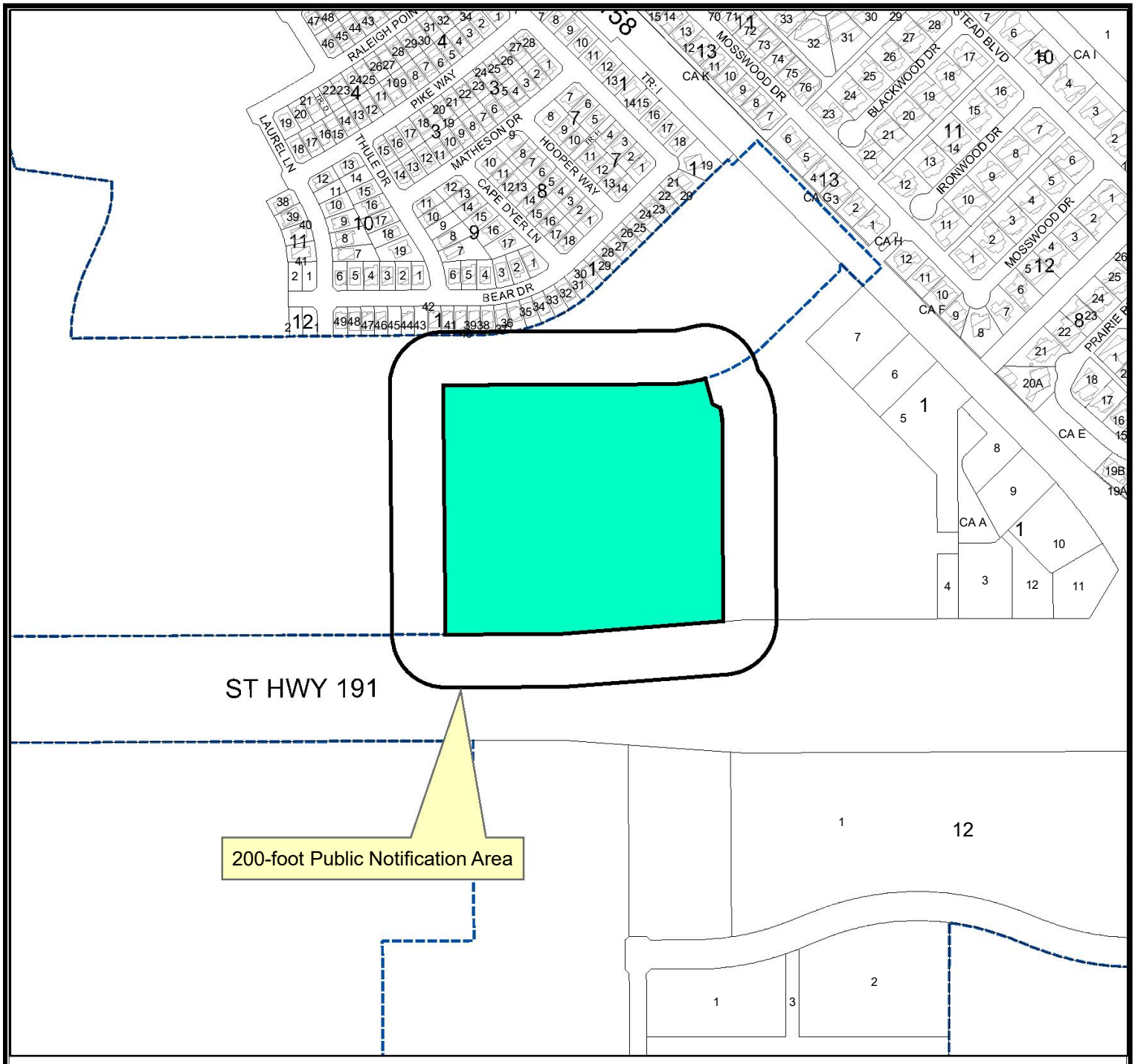
CHRIS FOUNTAIN
Notary Public
STATE OF TEXAS
ID# 4451970
My Comm. Exp. Nov. 22, 2024

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files In Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

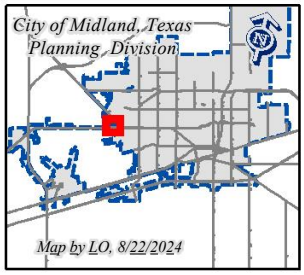
A-24-0048 **Scale: 1" = 537'**

An ordinance on a request by Winkleman & Associates, Inc., on behalf of Costco Wholesale, for an annexation of a 22.119-acre tract of land out of the south part of Section 35, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located on the north side of State Highway 191, approximately 1,550 feet west of West State Highway 158. (ETJ)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ABSTRACT 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.

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CUMBERLAND AND WESTERN RESOURCES, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

GREG BETTERTON

Printed Name

MANAGER

Title

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

This instrument was acknowledged before me on the 5 day of SEPTEMBER 20 24, by GREG A. BETTERTON in the capacity herein stated.

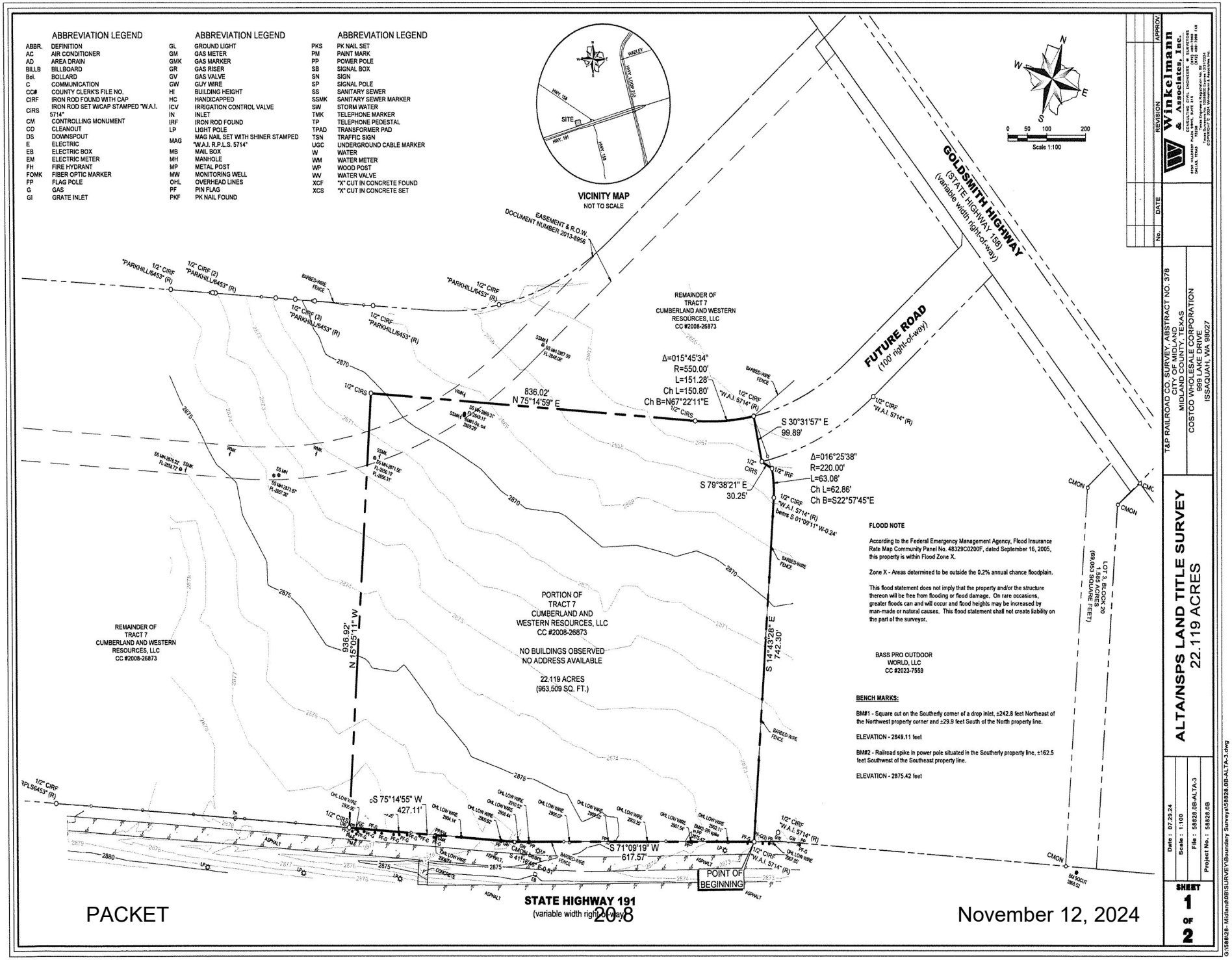
PERSONALLY KNOWN TO ME

MY COMMISSION EXPIRES

Notary Public, State of FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

Exhibit A


ABBREVIATION LEGEND
ABBR. DEFINITION
AC AIR CONDITIONER
AD AREA DRAIN
BILLB BILLBOARD
Bol. BOLLARD
C COMMUNICATION
CC# COUNTY CLERK'S FILE NO.
CIRF IRON ROD FOUND WITH CAP
CIRS IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM CONTROLLING MONUMENT
CO CLEANOUT
DS DOWNSPOUT
E ELECTRIC
EB ELECTRIC BOX
EM ELECTRIC METER
FH FIRE HYDRANT
FOMK FIBER OPTIC MARKER
FP FLAG POLE
G GAS
GI GRATE INLET
GL GROUND LIGHT
GM GAS METER
GMK GAS MARKER
GR GAS RISER
GV GAS VALVE
GW GUY WIRE
HI BUILDING HEIGHT
HC HANDICAPPED
ICV IRRIGATION CONTROL VALVE
IN INLET
IRF IRON ROD FOUND
LP LIGHT POLE
MAG MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB MAIL BOX
MH MANHOLE
MP METAL POST
MW MONITORING WELL
OHL OVERHEAD LINES
PF PIN FLAG
PKF PK NAIL FOUND
PKS PK NAIL SET
PM PAINT MARK
PP POWER POLE
SB SIGNAL BOX
SN SIGN
SP SIGNAL POLE
SS SANITARY SEWER
SSMK SANITARY SEWER MARKER
SW STORM WATER
TMK TELEPHONE MARKER
TP TELEPHONE PEDESTAL
TPAD TRANSFORMER PAD
TSN TRAFFIC SIGN
UGC UNDERGROUND CABLE MARKER
W WATER
WM WATER METER
WP WOOD POST
WV WATER VALVE
XCF "X" CUT IN CONCRETE FOUND
XCS "X" CUT IN CONCRETE SET
VICINITY MAP
NOT TO SCALE
SITE
HWY. 158
HWY. 191
HWY. LOOP 250
Scale 1:100
GOLDSMITH HIGHWAY
(STATE HIGHWAY 158)
(variable width right-of-way)
FUTURE ROAD
(100' right-of-way)
EASEMENT & R.O.W.
DOCUMENT NUMBER 2013-8956
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
Δ=015°45'34"
R=550.00'
L=151.28'
Ch L=150.80'
Ch B=N67°22'11"E
836.02'
N 75°14'59" E
S 30°31'57" E
99.89'
Δ=016°25'38"
R=220.00'
L=63.08'
Ch L=62.86'
Ch B=S22°57'45"E
S 79°38'21" E
30.25'
936.92'
N 15°05'11" W
S 14°43'28" E
742.30'
S 75°14'55" W
427.11'
S 71°09'19" W
617.57'
PORTION OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
NO BUILDINGS OBSERVED
NO ADDRESS AVAILABLE
22.119 ACRES
(963,509 SQ. FT.)
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
BASS PRO OUTDOOR WORLD, LLC
CC #2023-7559
LOT 3, BLOCK 20
1.565 ACRES
(68,053 SQUARE FEET)
POINT OF BEGINNING
STATE HIGHWAY 191
(variable width right-of-way)
FLOOD NOTE
According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48329C0200F, dated September 16, 2005, this property is within Flood Zone X.
Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
This flood statement does not imply that the property and/or the structure 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. This flood statement shall not create liability on the part of the surveyor.
BENCH MARKS:
BM#1 - Square cut on the Southerly corner of a drop inlet, ±242.8 feet Northeast of the Northwest property corner and ±29.9 feet South of the North property line.
ELEVATION - 2849.11 feet
BM#2 - Railroad spike in power pole situated in the Southerly property line, ±162.5 feet Southwest of the Southeast property line.
ELEVATION - 2875.42 feet
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
8350 NIEMAN ROAD, SUITE 150, LENEXA, KANSAS 66214 (913) 495-7999 FAX
DALLAS, TEXAS 75240
Texas Surveyor No. 100800 | Expires 12/31/2024
Texas Engineer No. F-2312 | Expires 06/30/2025
REVISION
APPROV.
No.
DATE
T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027
ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES
Date : 07.29.24
Scale : 1:100
File : 58828.0B-ALTA-3
Project No. : 58828.0B
SHEET 1 OF 2
G:\58828\- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF MIDLAND §

BEING a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being a portion of a tract of land (Tract 7) as described in deed to Cumberland and Western Resources, LLC, recorded in County Clerk's File No. 2008-26873, Deed Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner at the Southwesterly corner of a tract of land as described in deed to Bass Pro Outdoor World, LLC, recorded in County Clerk's File No. 2023-7559, Deed Records, Midland County, Texas, said iron rod being situated in the Northerly right-of-way line of State Highway 191 (variable width right-of-way);

THENCE South 71 deg 09 min 19 sec West, departing the Westerly line of said Bass Pro Outdoor World, LLC tract and along said Northerly right-of-way line, a distance of 617.57 feet to a point for corner from which a concrete monument found bears South 41 deg 16 min 46 sec East, a distance of 0.51 feet;

THENCE South 75 deg 14 min 55 sec West, continuing along said Northerly right-of-way line, a distance of 427.11 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right-of-way line of said State Highway 191 and over and across said Cumberland and Western Resources, LLC tract, the following:

North 15 deg 05 min 11 sec West, a distance of 936.92 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 75 deg 14 min 59 sec East, a distance of 836.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a curve to the left having a radius of 550.00 feet, a central angle of 15 deg 45 min 34 sec, a chord bearing of North 67 deg 22 min 11 sec East and a chord length of 150.80 feet;

Along said curve to the left, an arc distance of 151.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being at the terminus of a Future Road (100' right-of-way) and the most Northerly Northwest corner of said Bass Pro Outdoor World, LLC tract;

THENCE South 30 deg 31 min 57 sec East, along said terminus and the Westerly line of said Bass Pro Outdoor World, LLC tract, a distance of 99.89 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE South 79 deg 38 min 21 sec East, departing the terminus of said Future Road and continuing along said Westerly line, a distance of 30.25 feet to a 1/2-inch iron rod found for corner and the beginning of a non-tangent curve to the right having a radius of 220.00 feet, a central angle of 16 deg 25 min 38 sec, a chord bearing of South 22 deg 57 min 45 sec East and a chord length of 62.86 feet;

THENCE continuing along said Westerly line and along said non-tangent curve to the right, an arc distance of 63.08 feet to a point for corner from which a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found bears South 01 deg 09 min 11 sec West, a distance of 0.24 feet;

THENCE South 14 deg 43 min 28 sec East, continuing along said Westerly line, a distance of 742.30 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 22.119 acres or 963,509 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 26th day of July, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Central Zone (4203), NAD 83, grid values from the GeoShack VRS network.

SCHEDULE "B" NOTES

Items corresponding to the Commitment for Title Insurance issued August 13, 2024 by First American Title Insurance Company bearing an effective date of July 26, 2024, GF# NCS-1227609-WA1.

1-10d. Intentionally omitted by Surveyor.

10e. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Colorado River Municipal Water District, dated January 06, 1959, recorded in Volume 308, Page 502, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10f. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to the State of Texas, dated September 16, 1959, recorded in Volume 334, Page 42, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10g. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated April 13, 1960, recorded in Volume 337, Page 349, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10h. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated September 21, 1961, recorded in Volume 372, Page 85, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10i. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Pioneer Natural Gas Company, a Texas corporation, dated February 22, 1974, recorded in Volume 577, Page 693, Official Public Records, Midland County, Texas, (Affects the subject property, blanket)

10j-10l. Intentionally omitted by Surveyor.

10m. All terms, conditions and provisions of that certain Pipeline Easement Right-of Way from Spanish Trail Land & Cattle Co., LP to GRB Properties, Inc., General Partner for Stagg Investment I, Ltd., dated December 12, 2007, recorded in Volume 3083, Page 594, Official Public Records, Midland County, Texas. (Unable to plot, "Exhibit A", not included in the document)

10n. Intentionally omitted by Surveyor.

10o. Texas Local Government Code Development Agreement, recorded under County Clerk's File No. 2009-20614, Official Public Records, Midland County, Texas. (According to Section 5 of the provided document, the agreement appears to be expired)

10p. Intentionally omitted by Surveyor.

10q. All terms, conditions and provisions of that certain Water Pipeline Easement and Right-of Way easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated August 22, 2012, recorded under County Clerk's File No. 2012-19430, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10r. All terms, conditions and provisions of that certain Right-of Way easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated April 23, 2013, recorded under County Clerk's File No. 2013-9942, Official Public Records, Midland County, Texas. (Does not affect the subject property)

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10u. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Diamondback O&G LLC, dated October 15, 2015, recorded under County Clerk's File No. 2016-1532, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10v. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated March 17, 2016, recorded under County Clerk's File No. 2016-23356, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10w. All terms, conditions and provisions of that certain Right-of-Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated March 17, 2016, recorded under County Clerk's File No. 2016-23357, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10x. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Diamondback E&P LLC, dated July 14, 2016, recorded under County Clerk's File No. 2016-30328, Official Public Records, Midland County, Texas. (Terms, conditions and provisions affect subject property, blanket; Unable to plot well locations, "Exhibit A", not included in the document)

10y. Service Agreement recorded under Clerk's File No. 2019-38533, Official Public Records, Midland County, Texas. (Does not affect the subject property). Certification recorded under Clerk's File No. 2020-7177, Official Public Records, Midland County, Texas. (Does not affect the subject property). Service Agreement recorded under Clerk's File No. 2020-9194, Official Public Records, Midland County, Texas. (Does not affect the subject property). Service Agreement recorded under Clerk's File No. 2021-18279, Official Public Records, Midland County, Texas. (Does not affect the subject property). Waiver of Surface Rights recorded under Clerk's File No. 2021-35457, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10z. All terms, conditions and provisions of that certain Permanent Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Oncor Electric Delivery Company, LLC, a Delaware limited liability company, dated May 28, 2020, recorded under County Clerk's File No. 2020-21638, Official Public Records, Midland County, Texas. (Does not affect the subject property)

The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey with the benefit of a title commitment described above and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SURVEYOR'S CERTIFICATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13 and 14 of Table A thereof. The fieldwork was completed on 07/26/2024.

9/4/24

Leonard J. Lueker (*Original signature in red ink*)
Registered Professional Land Surveyor
Texas Registration No. 5714
l.lueker@winkelmann.com

Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090 www.winkelmann.com

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR

Please note that the use of the word "certify" or "certificate" in connection with this survey is an expression of professional opinion regarding those facts or findings which are the subject of the certification and does not constitute a warranty or guarantee, either expressed or implied.

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
LAND SURVEYING, CIVIL ENGINEERS & SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75230
(972) 490-7090 FAX (972) 490-7099
Texas Surveyor Firm 100660-00 Expires 12/31/2024
Texas Engineer Registration No. 2927 Expires 12/31/2024

T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES

Date : 07.29.24
Scale : N/A
File : 58828.05-ALTA-3
Project No. : 58828.0B

SHEET 2 OF 2

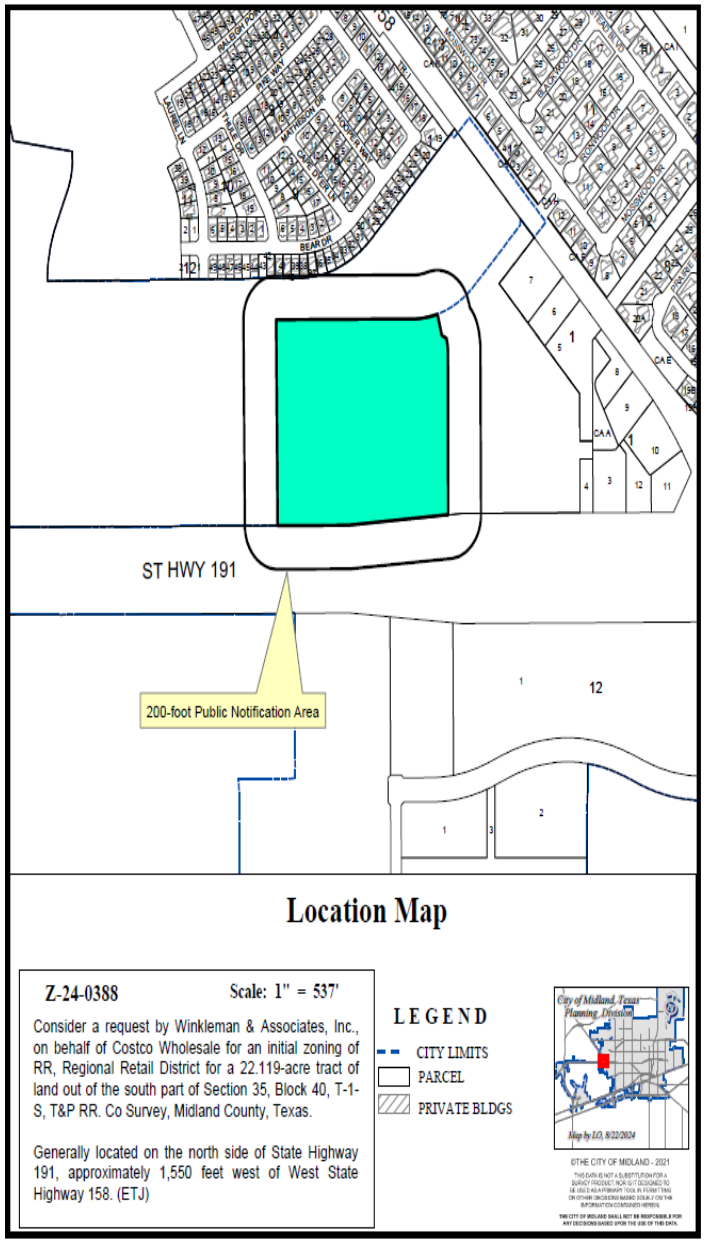
G:\58828- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

LAUREL LN
THULE DR
MATHESON DR
HOOPER WAY
CAPE DYER LN
BEAR DR
IRONWOOD DR
MOSSWOOD DR
ST HWY 191

MIDLAND
Be the Energy!
COSTCO WHOLESALE
Annexation
September 24, 2024
Visit Our Website
MIDLANDTEXAS.GOV

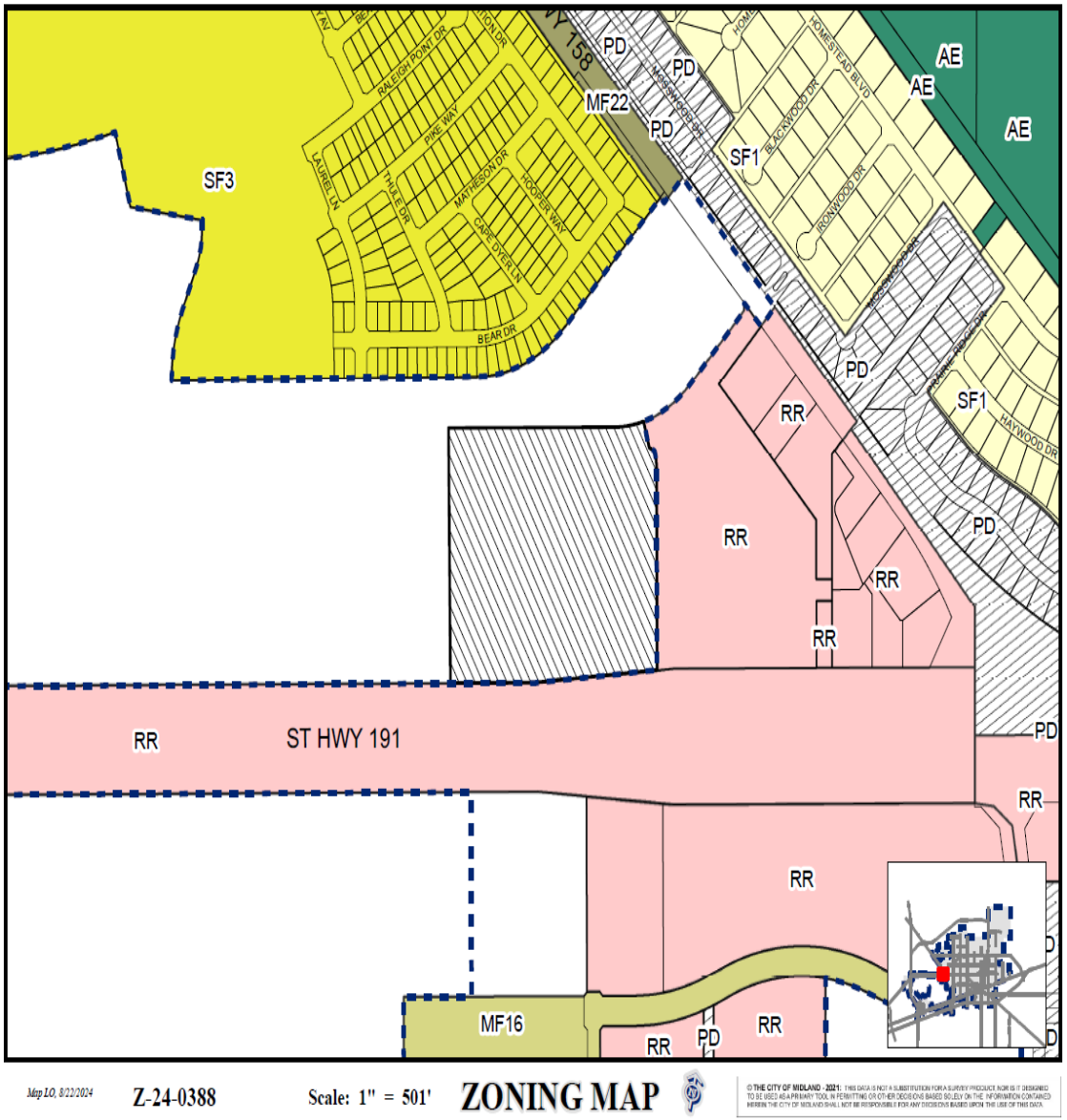
Costco Wholesale

- Property Owner: Cumberland & Western Resources, LLC
- Applicant: Michael Clark with Winkelmann & Associates (acting on property owners' behalf)]
- Representative: Costco Wholesale
- Initial Zoning
- Location: North of Highway 191 (ETJ)
- Reason for Request: For the development of a retail store known as Costco Wholesale



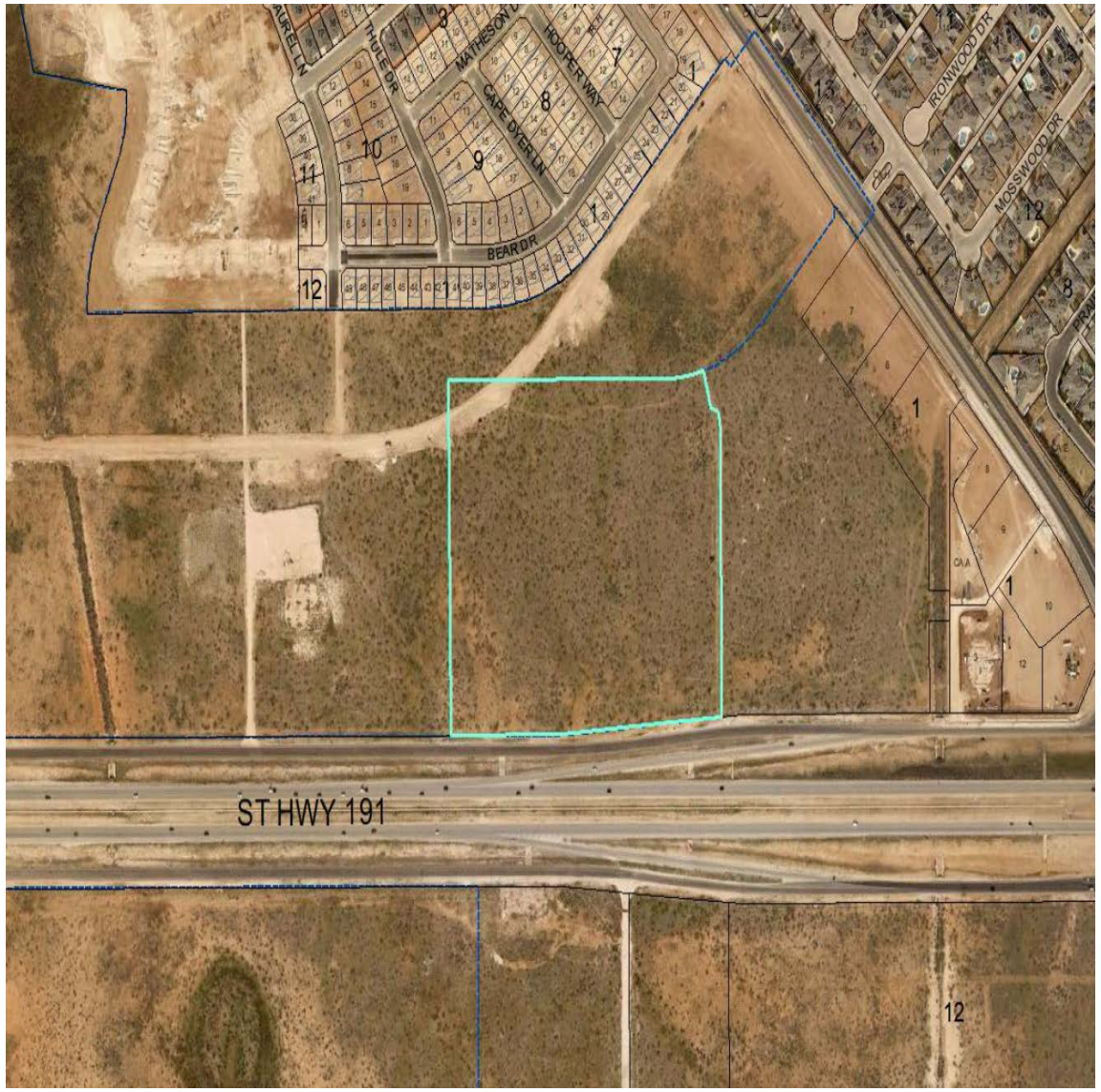
Costco Wholesale

- Current Zoning: ETJ, Extraterritorial Jurisdiction
- Surrounding Zoning:
  - North: ETJ, Extraterritorial Jurisdiction
  - South & East: RR, Regional Retail District
  - West: ETJ, Extraterritorial Jurisdiction
- Proposed Zoning: RR, Regional Retail District



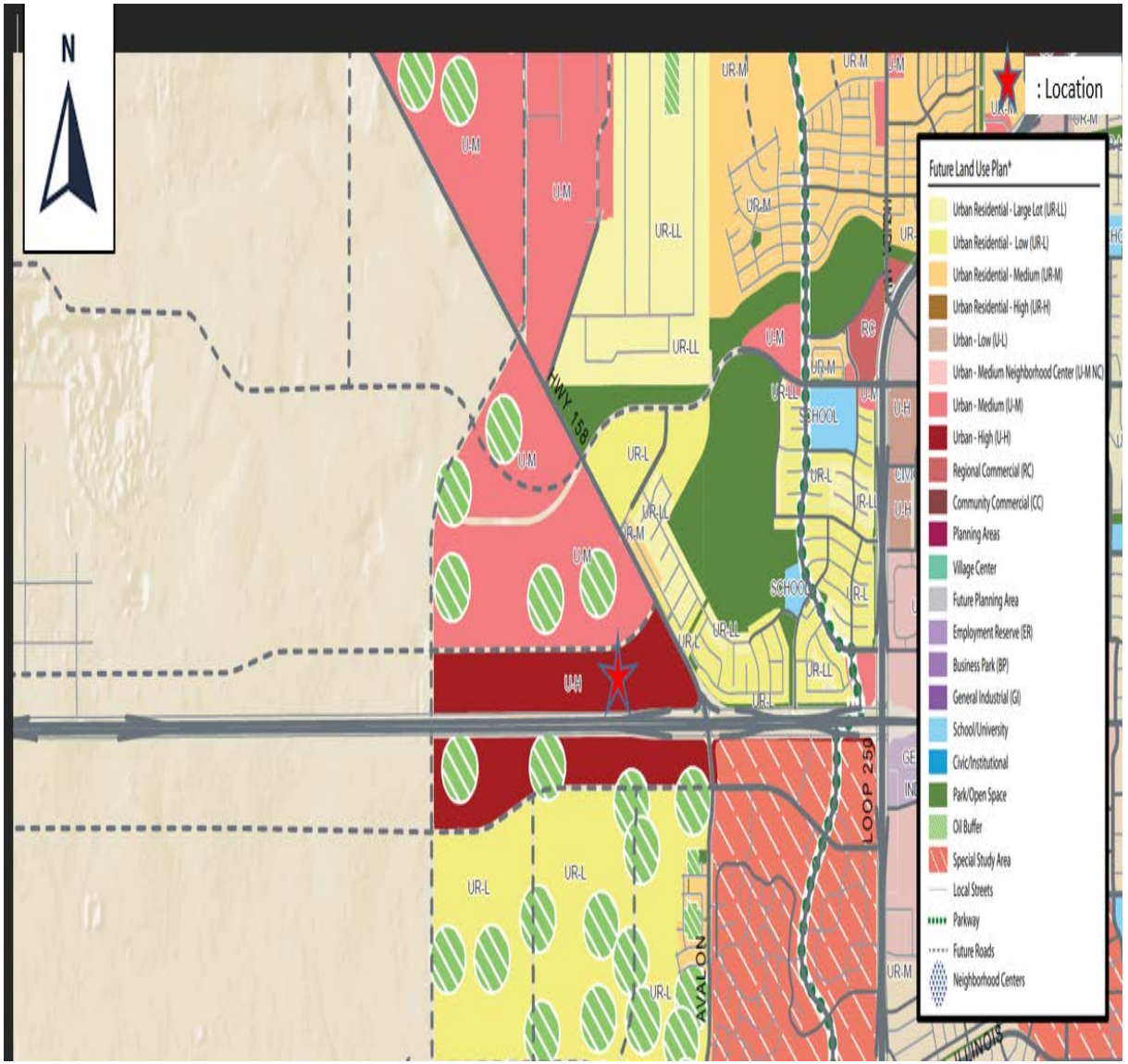
Costco Wholesale

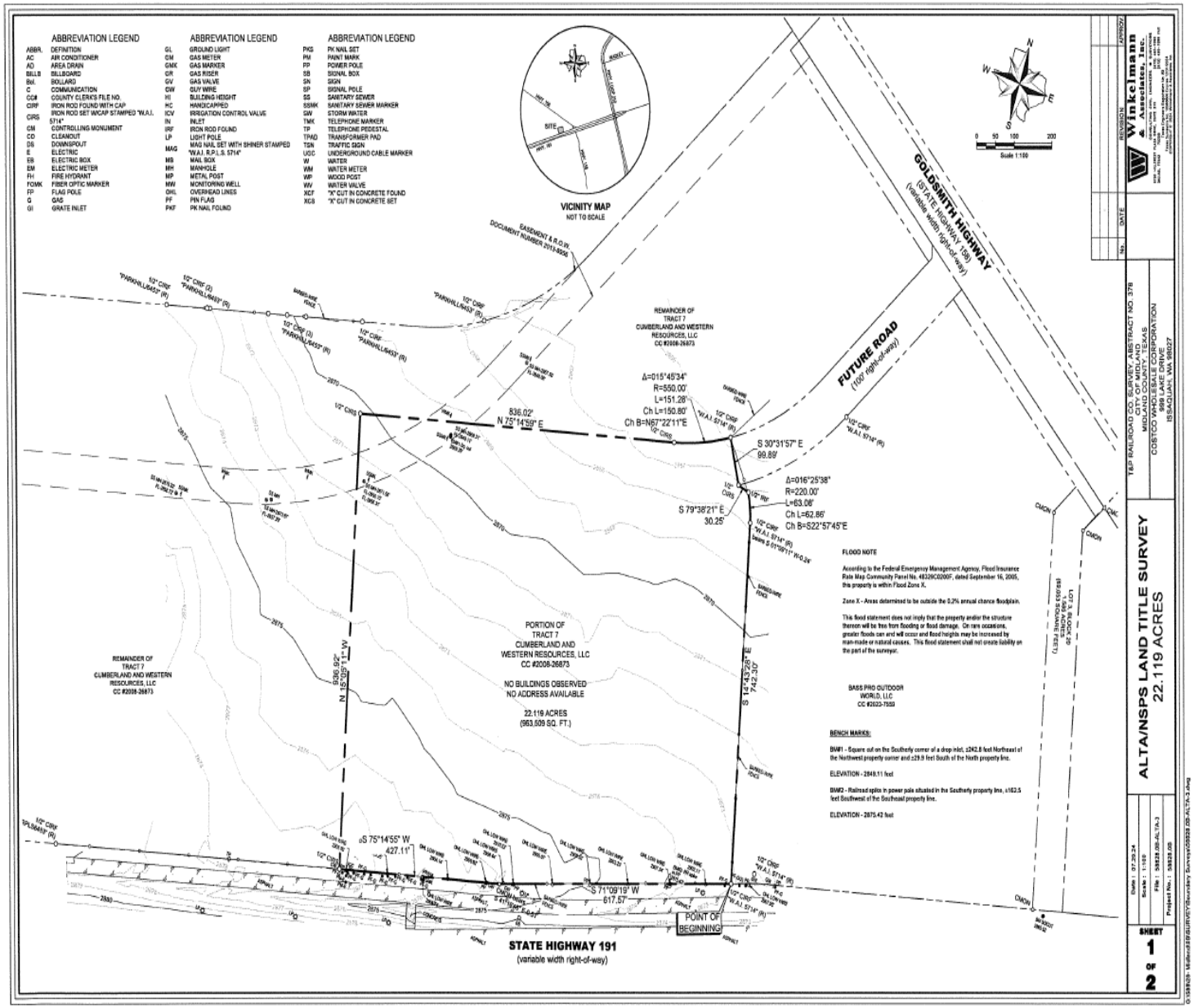
- Current Use of the Property: Vacant
- Proposed Use of the Property: Retail Store & Gasoline Fueling Station
- Surrounding Uses:
  - North: vacant
  - South: Highway 191
  - East: vacant
  - West: vacant



On Highway 191, Looking North

- TCT Land Use Designation: Urban-High (U-H)
- Supported Uses:
  - Supports a mix of complementary uses.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.





MIDLAND Be the Energy!

- No objections received.
- The Planning & Zoning Commission recommended approval of the initial zoning request September 3, 2024.
- Staff recommends APPROVAL of this request for annexation.

MISSION

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

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 22.119-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on September 24, 2024, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on September 6, 2024, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on September 6, 2024; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 22.119-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR

Co. Survey, Midland County, Texas, and being more fully described by metes

and bounds in the petition for annexation attached hereto as Exhibit "A" and

incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper

in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file

a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the

purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on

first reading, the _____ day of _____, A.D., 2024; and passed to second reading

on motion of Council member _____, seconded by Council member

following vote upon motion of Council member _____, seconded by Council _____, 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

Council members voting "AYE":

member _____, on the _____ day of _____, A.D., 2024, at a regular

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CUMBERLAND AND WESTERN RESOURCES, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

GREG BETTERTON

Printed Name

MANAGER

Title

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

This instrument was acknowledged before me on the 5 day of SEPTEMBER 20 24, by GREG A. BETTERTON in the capacity herein stated.

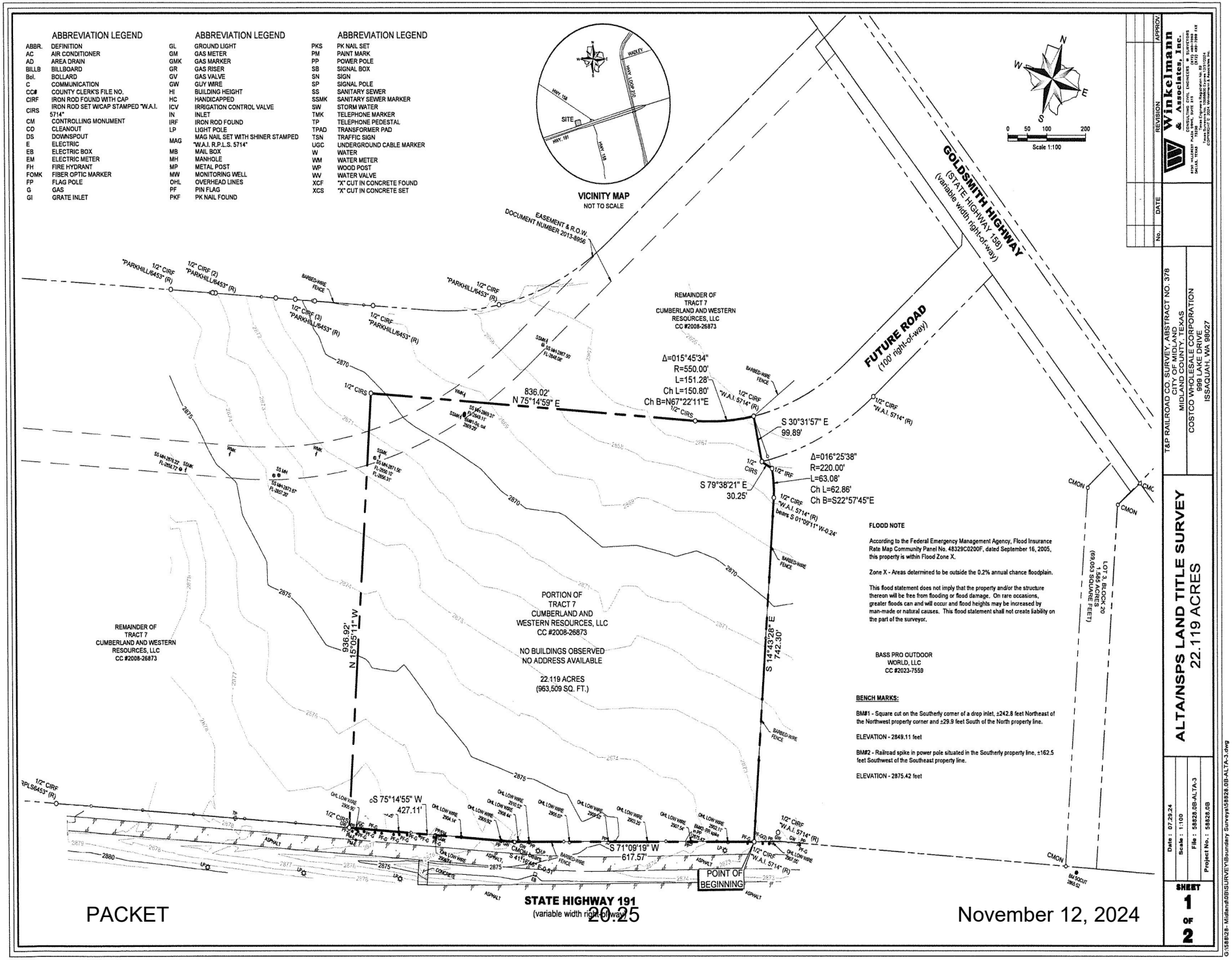
PERSONALLY KNOWN TO ME

MY COMMISSION EXPIRES

Notary Public, State of FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

Exhibit A


ABBREVIATION LEGEND
ABBR. DEFINITION
AC AIR CONDITIONER
AD AREA DRAIN
BILLB BILLBOARD
Bol. BOLLARD
C COMMUNICATION
CC# COUNTY CLERK'S FILE NO.
CIRF IRON ROD FOUND WITH CAP
CIRS IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM CONTROLLING MONUMENT
CO CLEANOUT
DS DOWNSPOUT
E ELECTRIC
EB ELECTRIC BOX
EM ELECTRIC METER
FH FIRE HYDRANT
FOMK FIBER OPTIC MARKER
FP FLAG POLE
G GAS
GI GRATE INLET
GL GROUND LIGHT
GM GAS METER
GMK GAS MARKER
GR GAS RISER
GV GAS VALVE
GW GUY WIRE
HI BUILDING HEIGHT
HC HANDICAPPED
ICV IRRIGATION CONTROL VALVE
IN INLET
IRF IRON ROD FOUND
LP LIGHT POLE
MAG MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB MAIL BOX
MH MANHOLE
MP METAL POST
MW MONITORING WELL
OHL OVERHEAD LINES
PF PIN FLAG
PKF PK NAIL FOUND
PKS PK NAIL SET
PM PAINT MARK
PP POWER POLE
SB SIGNAL BOX
SN SIGN
SP SIGNAL POLE
SS SANITARY SEWER
SSMK SANITARY SEWER MARKER
SW STORM WATER
TMK TELEPHONE MARKER
TP TELEPHONE PEDESTAL
TPAD TRANSFORMER PAD
TSN TRAFFIC SIGN
UGC UNDERGROUND CABLE MARKER
W WATER
WM WATER METER
WP WOOD POST
WV WATER VALVE
XCF "X" CUT IN CONCRETE FOUND
XCS "X" CUT IN CONCRETE SET
VICINITY MAP
NOT TO SCALE
SITE
HWY. 158
HWY. 191
HWY. LOOP 250
Scale 1:100
GOLDSMITH HIGHWAY
(STATE HIGHWAY 158)
(variable width right-of-way)
FUTURE ROAD
(100' right-of-way)
EASEMENT & R.O.W.
DOCUMENT NUMBER 2013-8956
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
Δ=015°45'34"
R=550.00'
L=151.28'
Ch L=150.80'
Ch B=N67°22'11"E
836.02'
N 75°14'59" E
S 30°31'57" E
99.89'
Δ=016°25'38"
R=220.00'
L=63.08'
Ch L=62.86'
Ch B=S22°57'45"E
S 79°38'21" E
30.25'
N 15°05'11" W
936.92'
S 14°43'28" E
742.30'
S 75°14'55" W
427.11'
S 71°09'19" W
617.57'
PORTION OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
NO BUILDINGS OBSERVED
NO ADDRESS AVAILABLE
22.119 ACRES
(963,509 SQ. FT.)
POINT OF BEGINNING
STATE HIGHWAY 191
(variable width right-of-way)
FLOOD NOTE
According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48329C0200F, dated September 16, 2005, this property is within Flood Zone X.
Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
This flood statement does not imply that the property and/or the structure 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. This flood statement shall not create liability on the part of the surveyor.
BASS PRO OUTDOOR WORLD, LLC
CC #2023-7559
BENCH MARKS:
BM#1 - Square cut on the Southerly corner of a drop inlet, ±242.8 feet Northeast of the Northwest property corner and ±29.9 feet South of the North property line.
ELEVATION - 2849.11 feet
BM#2 - Railroad spike in power pole situated in the Southerly property line, ±162.5 feet Southwest of the Southeast property line.
ELEVATION - 2875.42 feet
LOT 3, BLOCK 20
1.565 ACRES
(68,053 SQUARE FEET)
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
8350 NIEMAN ROAD, SUITE 150, LENEXA, KANSAS 66214 (913) 492-7999 FAX
DALLAS, TEXAS 75240
Texas Surveyor No. 100800 | Expires 12/31/2024
Texas Engineer No. F-2312 | Expires 12/31/2024
REVISION
APPROV.
No.
DATE
T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027
ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES
Date : 07.29.24
Scale : 1:100
File : 58828.0B-ALTA-3
Project No. : 58828.0B
SHEET 1 OF 2
G:\58828\- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF MIDLAND §

BEING a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being a portion of a tract of land (Tract 7) as described in deed to Cumberland and Western Resources, LLC, recorded in County Clerk's File No. 2008-26873, Deed Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner at the Southwesterly corner of a tract of land as described in deed to Bass Pro Outdoor World, LLC, recorded in County Clerk's File No. 2023-7559, Deed Records, Midland County, Texas, said iron rod being situated in the Northerly right-of-way line of State Highway 191 (variable width right-of-way);

THENCE South 71 deg 09 min 19 sec West, departing the Westerly line of said Bass Pro Outdoor World, LLC tract and along said Northerly right-of-way line, a distance of 617.57 feet to a point for corner from which a concrete monument found bears South 41 deg 16 min 46 sec East, a distance of 0.51 feet;

THENCE South 75 deg 14 min 55 sec West, continuing along said Northerly right-of-way line, a distance of 427.11 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right-of-way line of said State Highway 191 and over and across said Cumberland and Western Resources, LLC tract, the following:

North 15 deg 05 min 11 sec West, a distance of 936.92 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 75 deg 14 min 59 sec East, a distance of 836.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a curve to the left having a radius of 550.00 feet, a central angle of 15 deg 45 min 34 sec, a chord bearing of North 67 deg 22 min 11 sec East and a chord length of 150.80 feet;

Along said curve to the left, an arc distance of 151.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being at the terminus of a Future Road (100' right-of-way) and the most Northerly Northwest corner of said Bass Pro Outdoor World, LLC tract;

THENCE South 30 deg 31 min 57 sec East, along said terminus and the Westerly line of said Bass Pro Outdoor World, LLC tract, a distance of 99.89 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE South 79 deg 38 min 21 sec East, departing the terminus of said Future Road and continuing along said Westerly line, a distance of 30.25 feet to a 1/2-inch iron rod found for corner and the beginning of a non-tangent curve to the right having a radius of 220.00 feet, a central angle of 16 deg 25 min 38 sec, a chord bearing of South 22 deg 57 min 45 sec East and a chord length of 62.86 feet;

THENCE continuing along said Westerly line and along said non-tangent curve to the right, an arc distance of 63.08 feet to a point for corner from which a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found bears South 01 deg 09 min 11 sec West, a distance of 0.24 feet;

THENCE South 14 deg 43 min 28 sec East, continuing along said Westerly line, a distance of 742.30 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 22.119 acres or 963,509 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 26th day of July, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Central Zone (4203), NAD 83, grid values from the GeoShack VRS network.

SCHEDULE "B" NOTES

Items corresponding to the Commitment for Title Insurance issued August 13, 2024 by First American Title Insurance Company bearing an effective date of July 26, 2024, GF# NCS-1227609-WA1.

1-10d. Intentionally omitted by Surveyor.

10e. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Colorado River Municipal Water District, dated January 06, 1959, recorded in Volume 308, Page 502, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10f. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to the State of Texas, dated September 16, 1959, recorded in Volume 334, Page 42, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10g. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated April 13, 1960, recorded in Volume 337, Page 349, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10h. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated September 21, 1961, recorded in Volume 372, Page 85, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10i. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Pioneer Natural Gas Company, a Texas corporation, dated February 22, 1974, recorded in Volume 577, Page 693, Official Public Records, Midland County, Texas, (Affects the subject property, blanket)

10j-10l. Intentionally omitted by Surveyor.

10m. All terms, conditions and provisions of that certain Pipeline Easement Right-of Way from Spanish Trail Land & Cattle Co., LP to GRB Properties, Inc., General Partner for Stagg Investment I, Ltd., dated December 12, 2007, recorded in Volume 3083, Page 594, Official Public Records, Midland County, Texas. (Unable to plot, "Exhibit A", not included in the document)

10n. Intentionally omitted by Surveyor.

10o. Texas Local Government Code Development Agreement, recorded under County Clerk's File No. 2009-20614, Official Public Records, Midland County, Texas. (According to Section 5 of the provided document, the agreement appears to be expired)

10p. Intentionally omitted by Surveyor.

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10v. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated March 17, 2016, recorded under County Clerk's File No. 2016-23356, Official Public Records, Midland County, Texas. (Does not affect the subject property)

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10x. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Diamondback E&P LLC, dated July 14, 2016, recorded under County Clerk's File No. 2016-30328, Official Public Records, Midland County, Texas. (Terms, conditions and provisions affect subject property, blanket; Unable to plot well locations, "Exhibit A", not included in the document)

10y. Service Agreement recorded under Clerk's File No. 2019-38533, Official Public Records, Midland County, Texas. (Does not affect the subject property). Certification recorded under Clerk's File No. 2020-7177, Official Public Records, Midland County, Texas. (Does not affect the subject property). Service Agreement recorded under Clerk's File No. 2020-9194, Official Public Records, Midland County, Texas. (Does not affect the subject property). Service Agreement recorded under Clerk's File No. 2021-18279, Official Public Records, Midland County, Texas. (Does not affect the subject property). Waiver of Surface Rights recorded under Clerk's File No. 2021-35457, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10z. All terms, conditions and provisions of that certain Permanent Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Oncor Electric Delivery Company, LLC, a Delaware limited liability company, dated May 28, 2020, recorded under County Clerk's File No. 2020-21638, Official Public Records, Midland County, Texas. (Does not affect the subject property)

The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey with the benefit of a title commitment described above and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SURVEYOR'S CERTIFICATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13 and 14 of Table A thereof. The fieldwork was completed on 07/26/2024.

9/4/24

Leonard J. Lueker (*Original signature in red ink*)
Registered Professional Land Surveyor
Texas Registration No. 5714
l.lueker@winkelmann.com

Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090 www.winkelmann.com

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR

Please note that the use of the word "certify" or "certificate" in connection with this survey is an expression of professional opinion regarding those facts or findings which are the subject of the certification and does not constitute a warranty or guarantee, either expressed or implied.

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
ALTA/NSPS LAND SURVEYORS
CONSULTING CIVIL ENGINEERS & SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75230 (972) 490-7090 FAX
Texas Surveyor Firm 100660 Expires 12/31/2024
Texas Engineer Registration No. 8519 (972) 490-7090 FAX

T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES

Date : 07.29.24
Scale : N/A
File : 58828.05-ALTA-3
Project No. : 58828.0B

SHEET 2 OF 2

G:\58828- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

City Council Meeting

Item Number: 21

Meeting Date: September 24, 2024, November 12, 2024

To: City Council / City Manager

From: Landon Ochoa, Planning Division Manager

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 22.119-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158; 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: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

Winkleman & Associates, Inc. on behalf of Costco Wholesale, is requesting an initial zoning of RR, Regional Retail District for a property located on the north side of State Highway 191 for the development of a retail store known as Costco Wholesale.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The properties to the north are zoned SF-3, Single-Family Dwelling District and are the location of vacant residential sized lots. The property to the east is zoned RR, Regional Retail District and is the location of a vacant property. The property to the south is zoned RR, Regional Retail District and is the location of State Highway 191. The property to the east is located in the ETJ and is vacant.

Analysis:

The property is currently in the process of being annexed into city limits. An annexation of the property will need to be approved first before the initial zoning can be approved. The property will also need to be platted. A preliminary plat has been submitted as of September 13, 2024 and is under review.

The Tall City Tomorrow Comprehensive Plan designates this area as Urban -High which calls for a mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors.

The associated annexation request is scheduled for September 24, 2024 City Council meeting.

Engineering: (Approved)

No objection to zoning. [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.]

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.]

Fire: (Approved)

No objections.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015

International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Oil and Gas: (Approved)

No Oil & Gas well concerns. Informational: No Oil or Gas wells identified with 500 ft. radius for city permitted well or a 135 ft. radius for non-permitted wells on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

Planning:

The Planning and Zoning Commission recommended approval of this request on September 3, 2024.

Therefore, staff recommends approval of this request.

Letters of Objection:

As of September 18, 2024, staff has not received any objection letters.

Attachments:

Petition (Exhibit A)
Application
Maps
PowerPoint

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 22.119-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE NORTH SIDE OF STATE HIGHWAY 191, APPROXIMATELY 1,550 FEET WEST OF STATE HIGHWAY 158; 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, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on September 24, 2024 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an RR, Regional Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

an RR, Regional Retail District, and the Zoning District Map of the City of Midland, Te xas,

is hereby amended to reflect the establishment of this initial zoning classification.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this

SECTION TWO. The provisions of this ordinance are to be cumulative of all other

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not

ordinances or parts of ordinances governing or regulating the same subject matter as that

affect the validity of the remaining portions of this ordinance. The Council of the City of

covered herein; provided, however, that all prior ordinances or parts of ordinances

Midland hereby declares that it would have passed this ordinance and each section,

inconsistent with or in conflict with any of the provisions of this ordinance are hereby

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more

expressly repealed to the extent of any such inconsistency or conflict.

sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance

The above and foregoing ordinance was duly proposed, read in full and adopted on

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

first reading, the ___ day of _____, A.D., 2024; and passed to second reading on

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

Council members voting "AYE":

SECTION FIVE. The City Secretary is hereby authorized and directed to publish

motion of Council member _____, seconded by Council member _____,

Council members voting "NAY":

by the following vote:

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 read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council

Council members voting "AYE":

member _____, on the ___ day of _____, A.D., 2024, at a regular meeting

Council members voting "NAY":

of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CUMBERLAND AND WESTERN RESOURCES, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

GREG BETTERTON

Printed Name

MANAGER

Title

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

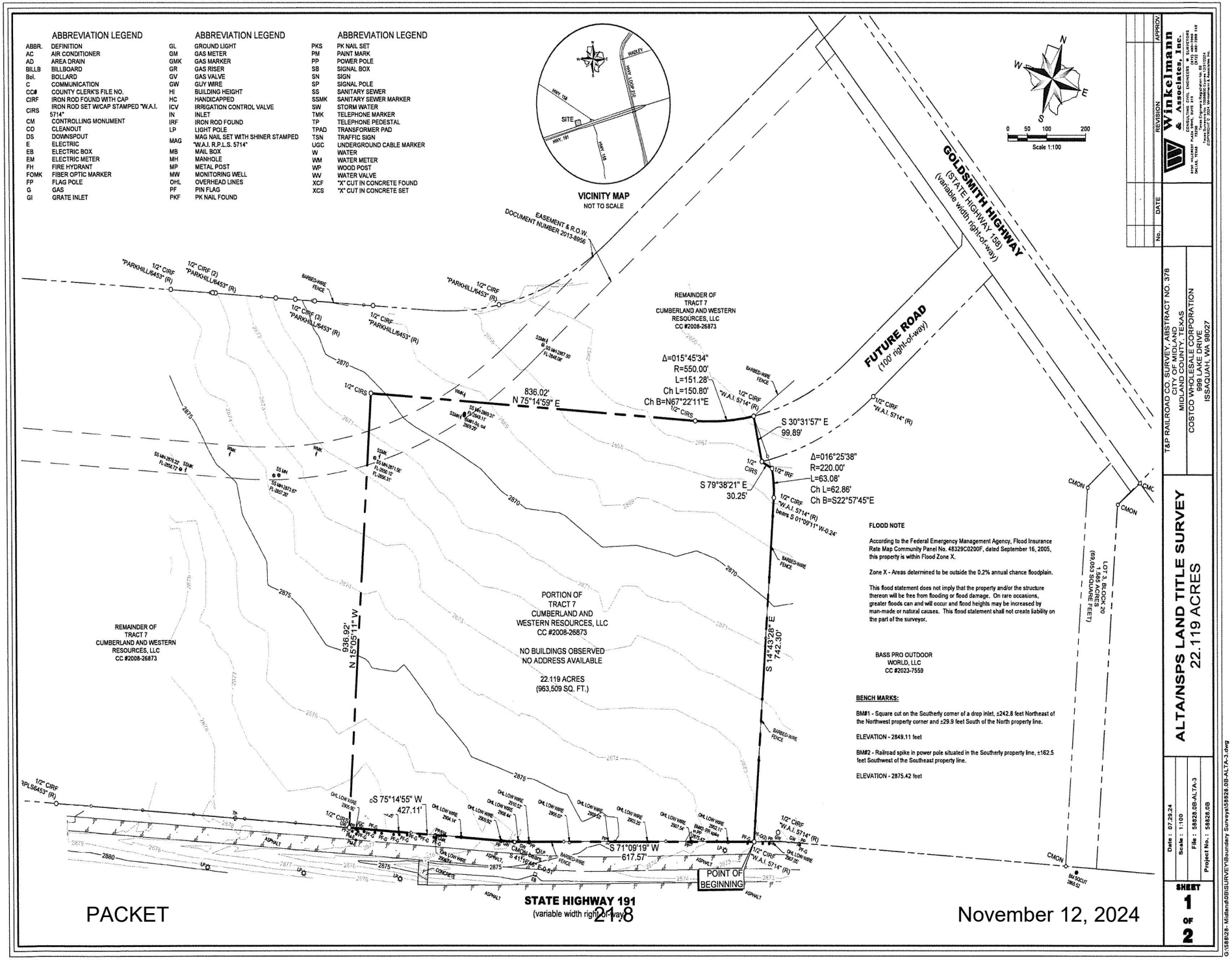
This instrument was acknowledged before me on the 5 day of SEPTEMBER 20 24, by GREG A. BETTERTON in the capacity herein stated.

PERSONALLY KNOWN TO ME

MY COMMISSION EXPIRES

Notary Public, State of FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services


ABBREVIATION LEGEND
ABBR. DEFINITION
AC AIR CONDITIONER
AD AREA DRAIN
BILLB BILLBOARD
Bol. BOLLARD
C COMMUNICATION
CC# COUNTY CLERK'S FILE NO.
CIRF IRON ROD FOUND WITH CAP
CIRS IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM CONTROLLING MONUMENT
CO CLEANOUT
DS DOWNSPOUT
E ELECTRIC
EB ELECTRIC BOX
EM ELECTRIC METER
FH FIRE HYDRANT
FOMK FIBER OPTIC MARKER
FP FLAG POLE
G GAS
GI GRATE INLET
GL GROUND LIGHT
GM GAS METER
GMK GAS MARKER
GR GAS RISER
GV GAS VALVE
GW GUY WIRE
HI BUILDING HEIGHT
HC HANDICAPPED
ICV IRRIGATION CONTROL VALVE
IN INLET
IRF IRON ROD FOUND
LP LIGHT POLE
MAG MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB MAIL BOX
MH MANHOLE
MP METAL POST
MW MONITORING WELL
OHL OVERHEAD LINES
PF PIN FLAG
PKF PK NAIL FOUND
PKS PK NAIL SET
PM PAINT MARK
PP POWER POLE
SB SIGNAL BOX
SN SIGN
SP SIGNAL POLE
SS SANITARY SEWER
SSMK SANITARY SEWER MARKER
SW STORM WATER
TMK TELEPHONE MARKER
TP TELEPHONE PEDESTAL
TPAD TRANSFORMER PAD
TSN TRAFFIC SIGN
UGC UNDERGROUND CABLE MARKER
W WATER
WM WATER METER
WP WOOD POST
WV WATER VALVE
XCF "X" CUT IN CONCRETE FOUND
XCS "X" CUT IN CONCRETE SET
VICINITY MAP
NOT TO SCALE
SITE
HWY. 158
HWY. 191
HWY. LOOP 250
Scale 1:100
GOLDSMITH HIGHWAY
(STATE HIGHWAY 158)
(variable width right-of-way)
FUTURE ROAD
(100' right-of-way)
EASEMENT & R.O.W.
DOCUMENT NUMBER 2013-8956
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
Δ=015°45'34"
R=550.00'
L=151.28'
Ch L=150.80'
Ch B=N67°22'11"E
836.02'
N 75°14'59" E
S 30°31'57" E
99.89'
Δ=016°25'38"
R=220.00'
L=63.08'
Ch L=62.86'
Ch B=S22°57'45"E
S 79°38'21" E
30.25'
FLOOD NOTE
According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48329C0200F, dated September 16, 2005, this property is within Flood Zone X.
Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
This flood statement does not imply that the property and/or the structure 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. This flood statement shall not create liability on the part of the surveyor.
BASS PRO OUTDOOR WORLD, LLC
CC #2023-7559
BENCH MARKS:
BM#1 - Square cut on the Southerly corner of a drop inlet, ±242.8 feet Northeast of the Northwest property corner and ±29.9 feet South of the North property line.
ELEVATION - 2849.11 feet
BM#2 - Railroad spike in power pole situated in the Southerly property line, ±162.5 feet Southwest of the Southeast property line.
ELEVATION - 2875.42 feet
PORTION OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
NO BUILDINGS OBSERVED
NO ADDRESS AVAILABLE
22.119 ACRES
(963,509 SQ. FT.)
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
N 15°05'11" W
936.92'
S 14°43'28" E
742.30'
S 75°14'55" W
427.11'
S 71°09'19" W
617.57'
POINT OF BEGINNING
STATE HIGHWAY 191
(variable width right-of-way)
LOT 3, BLOCK 20
1.565 ACRES
(68,053 SQUARE FEET)
T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
MIDLAND, CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027
ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
8350 NORTH CENTRAL EXPRESSWAY, SUITE 1440
DALLAS, TEXAS 75206
(214) 696-7999 FAX
Texas Surveyor No. 100800 | Expires 12/31/2024
Texas Engineer No. F-2312 | Expires 06/30/2025
REVISION
DATE
No.
APPROV.
Date : 07.29.24
Scale : 1:100
File : 58828.0B-ALTA-3
Project No. : 58828.0B
SHEET 1 OF 2
G:\58828\- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF MIDLAND §

BEING a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being a portion of a tract of land (Tract 7) as described in deed to Cumberland and Western Resources, LLC, recorded in County Clerk's File No. 2008-26873, Deed Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner at the Southwesterly corner of a tract of land as described in deed to Bass Pro Outdoor World, LLC, recorded in County Clerk's File No. 2023-7559, Deed Records, Midland County, Texas, said iron rod being situated in the Northerly right-of-way line of State Highway 191 (variable width right-of-way);

THENCE South 71 deg 09 min 19 sec West, departing the Westerly line of said Bass Pro Outdoor World, LLC tract and along said Northerly right-of-way line, a distance of 617.57 feet to a point for corner from which a concrete monument found bears South 41 deg 16 min 46 sec East, a distance of 0.51 feet;

THENCE South 75 deg 14 min 55 sec West, continuing along said Northerly right-of-way line, a distance of 427.11 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right-of-way line of said State Highway 191 and over and across said Cumberland and Western Resources, LLC tract, the following:

North 15 deg 05 min 11 sec West, a distance of 936.92 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 75 deg 14 min 59 sec East, a distance of 836.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a curve to the left having a radius of 550.00 feet, a central angle of 15 deg 45 min 34 sec, a chord bearing of North 67 deg 22 min 11 sec East and a chord length of 150.80 feet;

Along said curve to the left, an arc distance of 151.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being at the terminus of a Future Road (100' right-of-way) and the most Northerly Northwest corner of said Bass Pro Outdoor World, LLC tract;

THENCE South 30 deg 31 min 57 sec East, along said terminus and the Westerly line of said Bass Pro Outdoor World, LLC tract, a distance of 99.89 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE South 79 deg 38 min 21 sec East, departing the terminus of said Future Road and continuing along said Westerly line, a distance of 30.25 feet to a 1/2-inch iron rod found for corner and the beginning of a non-tangent curve to the right having a radius of 220.00 feet, a central angle of 16 deg 25 min 38 sec, a chord bearing of South 22 deg 57 min 45 sec East and a chord length of 62.86 feet;

THENCE continuing along said Westerly line and along said non-tangent curve to the right, an arc distance of 63.08 feet to a point for corner from which a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found bears South 01 deg 09 min 11 sec West, a distance of 0.24 feet;

THENCE South 14 deg 43 min 28 sec East, continuing along said Westerly line, a distance of 742.30 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 22.119 acres or 963,509 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 26th day of July, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Central Zone (4203), NAD 83, grid values from the GeoShack VRS network.

SCHEDULE "B" NOTES

Items corresponding to the Commitment for Title Insurance issued August 13, 2024 by First American Title Insurance Company bearing an effective date of July 26, 2024, GF# NCS-1227609-WA1.

1-10d. Intentionally omitted by Surveyor.

10e. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Colorado River Municipal Water District, dated January 06, 1959, recorded in Volume 308, Page 502, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10f. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to the State of Texas, dated September 16, 1959, recorded in Volume 334, Page 42, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10g. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated April 13, 1960, recorded in Volume 337, Page 349, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10h. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated September 21, 1961, recorded in Volume 372, Page 85, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10i. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Pioneer Natural Gas Company, a Texas corporation, dated February 22, 1974, recorded in Volume 577, Page 693, Official Public Records, Midland County, Texas, (Affects the subject property, blanket)

10j-10l. Intentionally omitted by Surveyor.

10m. All terms, conditions and provisions of that certain Pipeline Easement Right-of Way from Spanish Trail Land & Cattle Co., LP to GRB Properties, Inc., General Partner for Stagg Investment I, Ltd., dated December 12, 2007, recorded in Volume 3083, Page 594, Official Public Records, Midland County, Texas. (Unable to plot, "Exhibit A", not included in the document)

10n. Intentionally omitted by Surveyor.

10o. Texas Local Government Code Development Agreement, recorded under County Clerk's File No. 2009-20614, Official Public Records, Midland County, Texas. (According to Section 5 of the provided document, the agreement appears to be expired)

10p. Intentionally omitted by Surveyor.

10q. All terms, conditions and provisions of that certain Water Pipeline Easement and Right-of Way easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated August 22, 2012, recorded under County Clerk's File No. 2012-19430, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10r. All terms, conditions and provisions of that certain Right-of Way easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated April 23, 2013, recorded under County Clerk's File No. 2013-9942, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10s. All terms, conditions and provisions of that certain Temporary Drainage Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to City of Midland, dated June 05, 2013, recorded under County Clerk's File No. 2013-14110, Official Public Records, Midland County, Texas. (Unable to plot, "Exhibit A", not included in the document)

10t. All terms, conditions and provisions of that certain Water Pipeline and Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated June 13, 2012, recorded under County Clerk's File No. 2013-25259, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10u. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Diamondback O&G LLC, dated October 15, 2015, recorded under County Clerk's File No. 2016-1532, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10v. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated March 17, 2016, recorded under County Clerk's File No. 2016-23356, Official Public Records, Midland County, Texas. (Does not affect the subject property)

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The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey with the benefit of a title commitment described above and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SURVEYOR'S CERTIFICATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13 and 14 of Table A thereof. The fieldwork was completed on 07/26/2024.

9/4/24

Leonard J. Lueker (*Original signature in red ink*)
Registered Professional Land Surveyor
Texas Registration No. 5714
l.lueker@winkelmann.com

Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090 www.winkelmann.com

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR

Please note that the use of the word "certify" or "certificate" in connection with this survey is an expression of professional opinion regarding those facts or findings which are the subject of this survey and does not constitute a warranty or guarantee, either expressed or implied.

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215 DALLAS, TEXAS 75230 (972) 490-7090 FAX (972) 490-7099
Texas Engineer Registration No. F-2312 Texas Surveyor Firm 100660-00 Expires 12/31/2024
Copyright © 2024 Winkelmann & Associates, Inc. All Rights Reserved

T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES

Date : 07.29.24
Scale : N/A
File : 58828.05-ALTA-3
Project No. : 58828.0B

SHEET 2 OF 2

G:\58828- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

MIDLAND
Planning Division

Annexation/Initial Zoning Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MICHAEL CLARK WINKELMANN & ASSOC		Phone (214) 801 7216 Email mclarke@winkelmann.com	
Address 6150 HILLCREST PLAZA #200	City DALLAS	State TX	Zip 75230
Property Owner CUMBERLAND & WESTERN RESOURCES, LLC Printed Name: C/O BETTERTON TYER & SUMMONTE, PL		Phone (941) 484 4442 Email gregg@bettertonlaw.com	
Address 735 E. VENICE AVE #200	City VENICE	State FL	Zip 34285
Representative *(if different from Applicant or Property Owner)* Firm: COSTCO WHOLESALE Printed Name: JP ANDREWS		Phone (571) 228 7024 Email JPANDREWS@COSTCO.COM	
Address 45140 HORSESHOE DRIVE #150	City STERLING	State VA	Zip 20166

Street Address: SH 191 WEST OF HWY 158

Legal Description
Lot: Block: Subdivision:

Current Zoning: N/A

Proposed Zone: RR
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: ALLOW FOR DEVELOPMENT OF COSTCO WAREHOUSE & FUEL CENTER

Present Use of Property: VACANT

Proposed Use of Property: RETAIL (COSTCO)

How would this annexation/zone change affect the public health, safety and welfare?
NO ADVERSE IMPACT TO PUBLIC HEALTH, SAFETY, WELFARE

Describe how this annexation/zone change will affect adjacent properties:
THIS ANNEXATION & ZONING IS AN EXTENSION OF CURRENT ZONING & LAND USE ALONG SH 191

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: 8/6/24
Applicant (printed): MICHAEL CLARK	
Property Owner (signature): X Greg Betterton	Date: 8/6/24
Property Owner (printed): X Greg Betterton Manager	

The Annexation/Initial Zoning 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 Michael Clark who, being by me duly sworn, upon oath says: That (s)he is authorized by Greg Betterton, 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 26 day of Aug, 2024, to certify which witness my hand and seal of office.

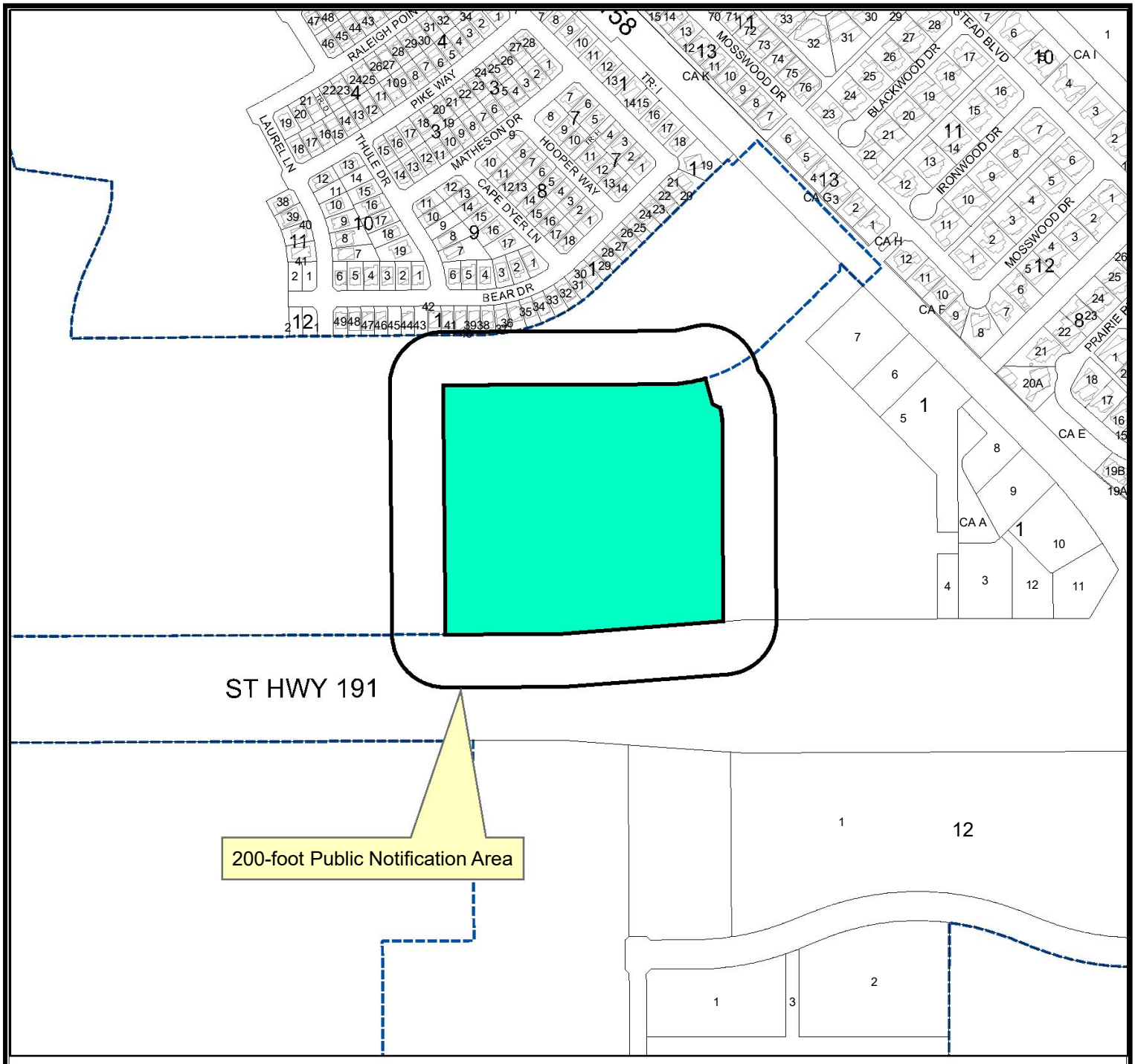
CHRIS FOUNTAIN
Notary Public
STATE OF TEXAS
ID# 4451970
My Comm. Exp. Nov. 22, 2024

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Metes and Bounds (Sealed by Surveyor)
☐ Application Fee	☐ Files In Digital Format (PDF/JPEG)
Check #_____	☐ Petition
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

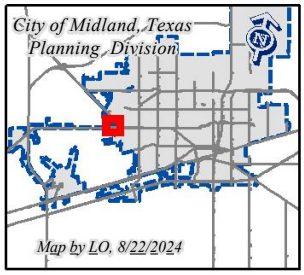
Z-24-0388 **Scale: 1" = 537'**

Consider a request by Winkleman & Associates, Inc., on behalf of Costco Wholesale for an initial zoning of RR, Regional Retail District for a 22.119-acre tract of land out of the south part of Section 35, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located on the north side of State Highway 191, approximately 1,550 feet west of West State Highway 158. (EIS)

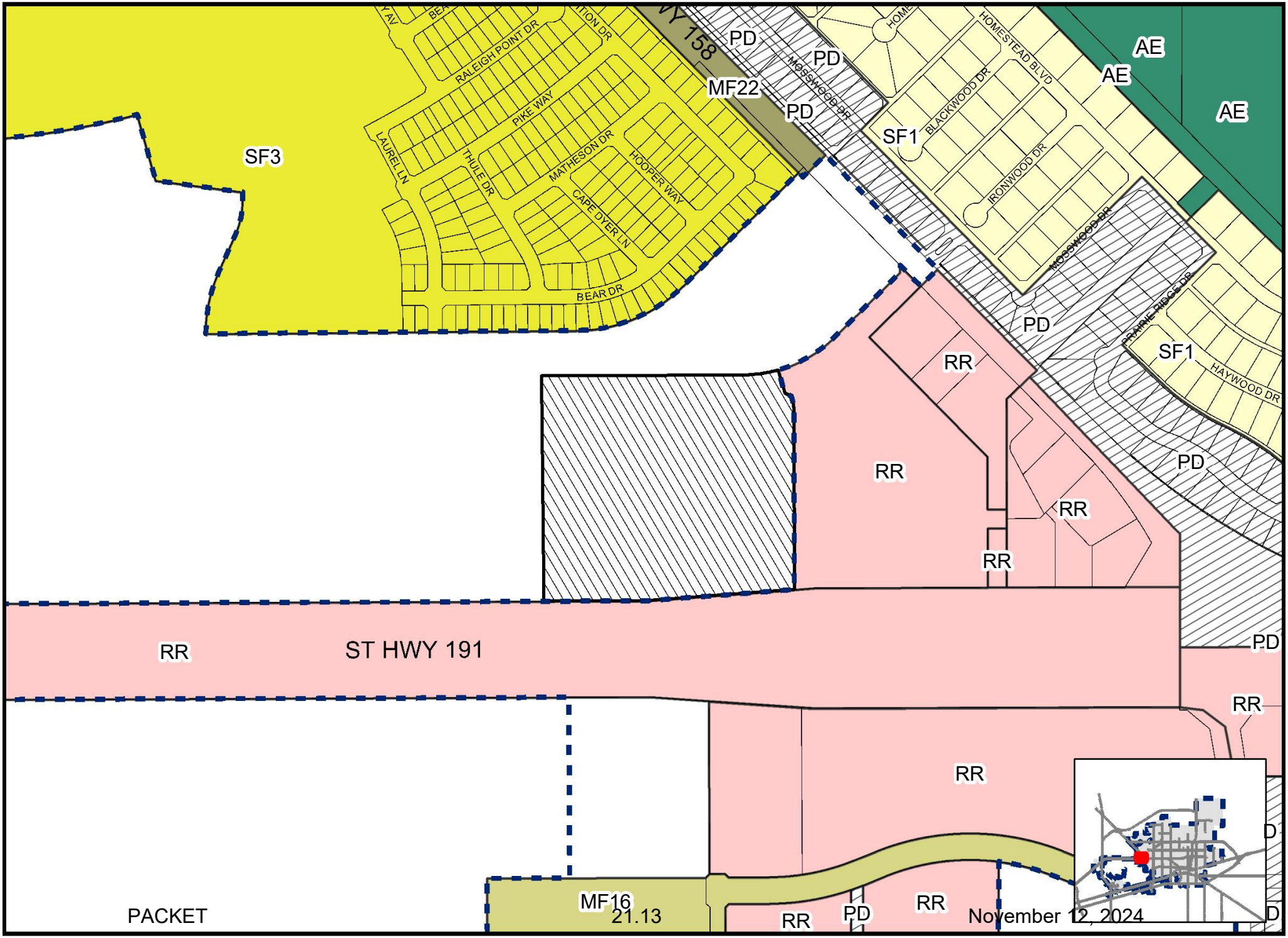
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A [illegible] NOR IS IT DESIGNED TO BE USED AS THE SOLE 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.

November 12, 2024



Map LO, 8/22/2024

Z-24-0388

Scale: 1" = 501'

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

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, CUMBERLAND AND WESTERN RESOURCES, LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

GREG BETTERTON

Printed Name

MANAGER

Title

THE STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

This instrument was acknowledged before me on the 5 day of SEPTEMBER 20 24, by GREG A. BETTERTON in the capacity herein stated.

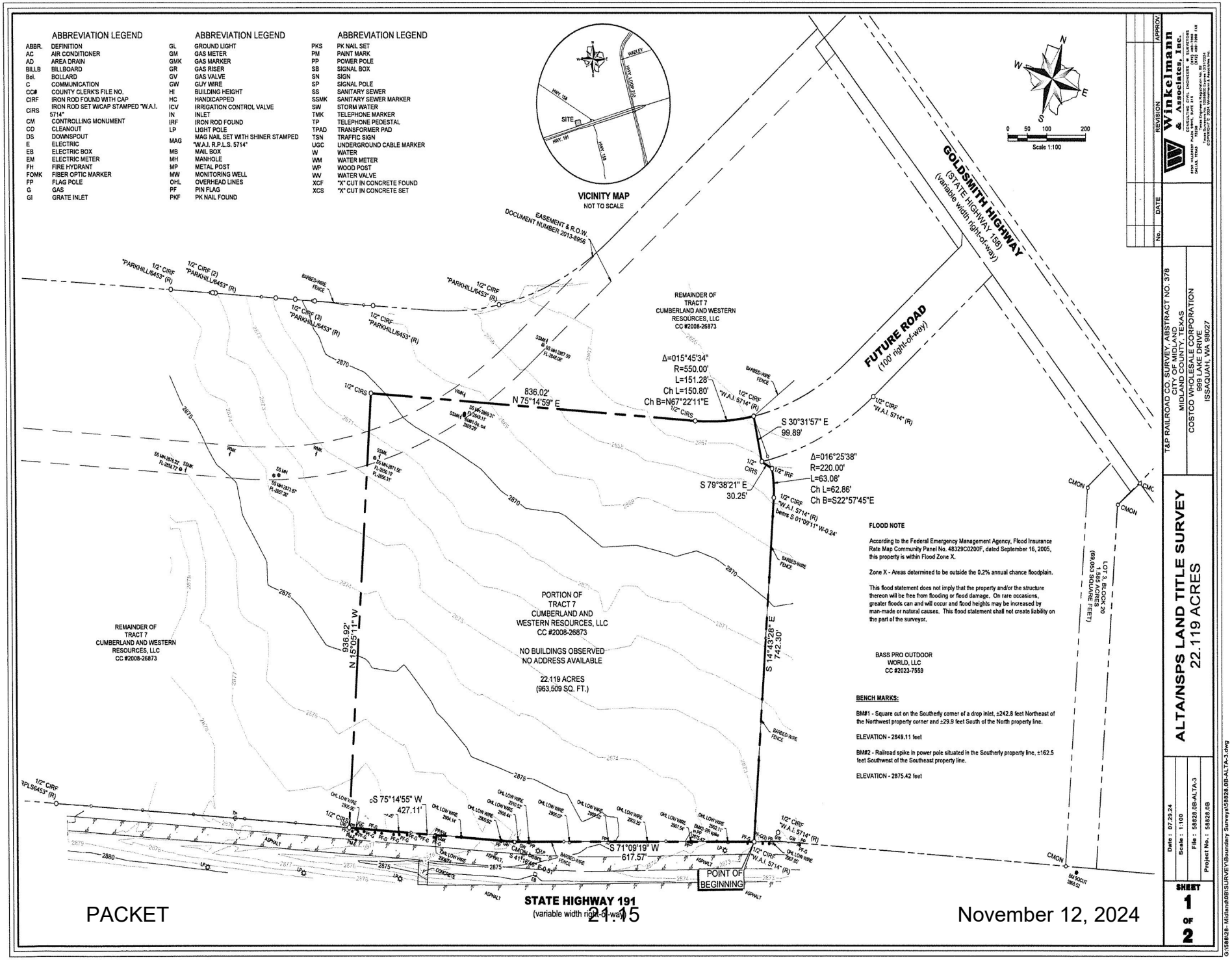
PERSONALLY KNOWN TO ME

MY COMMISSION EXPIRES

Notary Public, State of FLORIDA

ELISE J. DURANCEAU
Commission # HH 082709
Expires March 8, 2025
Bonded Thru Budget Notary Services

Exhibit A


ABBREVIATION LEGEND
ABBR. DEFINITION
AC AIR CONDITIONER
AD AREA DRAIN
BILLB BILLBOARD
Bol. BOLLARD
C COMMUNICATION
CC# COUNTY CLERK'S FILE NO.
CIRF IRON ROD FOUND WITH CAP
CIRS IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM CONTROLLING MONUMENT
CO CLEANOUT
DS DOWNSPOUT
E ELECTRIC
EB ELECTRIC BOX
EM ELECTRIC METER
FH FIRE HYDRANT
FOMK FIBER OPTIC MARKER
FP FLAG POLE
G GAS
GI GRATE INLET
GL GROUND LIGHT
GM GAS METER
GMK GAS MARKER
GR GAS RISER
GV GAS VALVE
GW GUY WIRE
HI BUILDING HEIGHT
HC HANDICAPPED
ICV IRRIGATION CONTROL VALVE
IN INLET
IRF IRON ROD FOUND
LP LIGHT POLE
MAG MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB MAIL BOX
MH MANHOLE
MP METAL POST
MW MONITORING WELL
OHL OVERHEAD LINES
PF PIN FLAG
PKF PK NAIL FOUND
PKS PK NAIL SET
PM PAINT MARK
PP POWER POLE
SB SIGNAL BOX
SN SIGN
SP SIGNAL POLE
SS SANITARY SEWER
SSMK SANITARY SEWER MARKER
SW STORM WATER
TMK TELEPHONE MARKER
TP TELEPHONE PEDESTAL
TPAD TRANSFORMER PAD
TSN TRAFFIC SIGN
UGC UNDERGROUND CABLE MARKER
W WATER
WM WATER METER
WP WOOD POST
WV WATER VALVE
XCF "X" CUT IN CONCRETE FOUND
XCS "X" CUT IN CONCRETE SET
VICINITY MAP
NOT TO SCALE
SITE
HWY. 158
HWY. 191
HWY. LOOP 250
Scale 1:100
GOLDSMITH HIGHWAY
(STATE HIGHWAY 158)
(variable width right-of-way)
FUTURE ROAD
(100' right-of-way)
EASEMENT & R.O.W.
DOCUMENT NUMBER 2013-8956
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
Δ=015°45'34"
R=550.00'
L=151.28'
Ch L=150.80'
Ch B=N67°22'11"E
836.02'
N 75°14'59" E
S 30°31'57" E
99.89'
Δ=016°25'38"
R=220.00'
L=63.08'
Ch L=62.86'
Ch B=S22°57'45"E
S 79°38'21" E
30.25'
N 15°05'11" W
936.92'
S 14°43'28" E
742.30'
S 75°14'55" W
427.11'
S 71°09'19" W
617.57'
PORTION OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
NO BUILDINGS OBSERVED
NO ADDRESS AVAILABLE
22.119 ACRES
(963,509 SQ. FT.)
REMAINDER OF TRACT 7
CUMBERLAND AND WESTERN RESOURCES, LLC
CC #2008-26873
BASS PRO OUTDOOR WORLD, LLC
CC #2023-7559
LOT 3, BLOCK 20
1.565 ACRES
(68,053 SQUARE FEET)
POINT OF BEGINNING
STATE HIGHWAY 191
(variable width right-of-way)
FLOOD NOTE
According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48329C0200F, dated September 16, 2005, this property is within Flood Zone X.
Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
This flood statement does not imply that the property and/or the structure 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. This flood statement shall not create liability on the part of the surveyor.
BENCH MARKS:
BM#1 - Square cut on the Southerly corner of a drop inlet, ±242.8 feet Northeast of the Northwest property corner and ±29.9 feet South of the North property line.
ELEVATION - 2849.11 feet
BM#2 - Railroad spike in power pole situated in the Southerly property line, ±162.5 feet Southwest of the Southeast property line.
ELEVATION - 2875.42 feet
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
8350 NORTH CENTRAL EXPRESSWAY, SUITE 1440
DALLAS, TEXAS 75206
(214) 696-7999 FAX
Texas Surveyor No. 100800 | Expires 12/31/2024
Texas Engineer No. F-2312 | Expires 06/30/2025
REVISION
APPROV.
No.
DATE
T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027
ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES
Date : 07.29.24
Scale : 1:100
File : 58828.0B-ALTA-3
Project No. : 58828.0B
SHEET 1 OF 2
G:\58828\- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF MIDLAND §

BEING a tract of land situated in the T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378, City of Midland, Midland County, Texas and being a portion of a tract of land (Tract 7) as described in deed to Cumberland and Western Resources, LLC, recorded in County Clerk's File No. 2008-26873, Deed Records, Midland County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found for corner at the Southwesterly corner of a tract of land as described in deed to Bass Pro Outdoor World, LLC, recorded in County Clerk's File No. 2023-7559, Deed Records, Midland County, Texas, said iron rod being situated in the Northerly right-of-way line of State Highway 191 (variable width right-of-way);

THENCE South 71 deg 09 min 19 sec West, departing the Westerly line of said Bass Pro Outdoor World, LLC tract and along said Northerly right-of-way line, a distance of 617.57 feet to a point for corner from which a concrete monument found bears South 41 deg 16 min 46 sec East, a distance of 0.51 feet;

THENCE South 75 deg 14 min 55 sec West, continuing along said Northerly right-of-way line, a distance of 427.11 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE departing the Northerly right-of-way line of said State Highway 191 and over and across said Cumberland and Western Resources, LLC tract, the following:

North 15 deg 05 min 11 sec West, a distance of 936.92 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 75 deg 14 min 59 sec East, a distance of 836.02 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner and the beginning of a curve to the left having a radius of 550.00 feet, a central angle of 15 deg 45 min 34 sec, a chord bearing of North 67 deg 22 min 11 sec East and a chord length of 150.80 feet;

Along said curve to the left, an arc distance of 151.28 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being at the terminus of a Future Road (100' right-of-way) and the most Northerly Northwest corner of said Bass Pro Outdoor World, LLC tract;

THENCE South 30 deg 31 min 57 sec East, along said terminus and the Westerly line of said Bass Pro Outdoor World, LLC tract, a distance of 99.89 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

THENCE South 79 deg 38 min 21 sec East, departing the terminus of said Future Road and continuing along said Westerly line, a distance of 30.25 feet to a 1/2-inch iron rod found for corner and the beginning of a non-tangent curve to the right having a radius of 220.00 feet, a central angle of 16 deg 25 min 38 sec, a chord bearing of South 22 deg 57 min 45 sec East and a chord length of 62.86 feet;

THENCE continuing along said Westerly line and along said non-tangent curve to the right, an arc distance of 63.08 feet to a point for corner from which a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" found bears South 01 deg 09 min 11 sec West, a distance of 0.24 feet;

THENCE South 14 deg 43 min 28 sec East, continuing along said Westerly line, a distance of 742.30 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 22.119 acres or 963,509 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 26th day of July, 2024, utilizing a G.P.S. bearing related to the Texas Coordinate System, Central Zone (4203), NAD 83, grid values from the GeoShack VRS network.

SCHEDULE "B" NOTES

Items corresponding to the Commitment for Title Insurance issued August 13, 2024 by First American Title Insurance Company bearing an effective date of July 26, 2024, GF# NCS-1227609-WA1.

1-10d. Intentionally omitted by Surveyor.

10e. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Colorado River Municipal Water District, dated January 06, 1959, recorded in Volume 308, Page 502, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10f. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to the State of Texas, dated September 16, 1959, recorded in Volume 334, Page 42, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10g. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated April 13, 1960, recorded in Volume 337, Page 349, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10h. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Texas Electric Service Company, dated September 21, 1961, recorded in Volume 372, Page 85, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10i. All terms, conditions and provisions of that certain Right-of Way easement from Scharbauer Brothers & Co., a corporation to Pioneer Natural Gas Company, a Texas corporation, dated February 22, 1974, recorded in Volume 577, Page 693, Official Public Records, Midland County, Texas, (Affects the subject property, blanket)

10j-10l. Intentionally omitted by Surveyor.

10m. All terms, conditions and provisions of that certain Pipeline Easement Right-of Way from Spanish Trail Land & Cattle Co., LP to GRB Properties, Inc., General Partner for Stagg Investment I, Ltd., dated December 12, 2007, recorded in Volume 3083, Page 594, Official Public Records, Midland County, Texas. (Unable to plot, "Exhibit A", not included in the document)

10n. Intentionally omitted by Surveyor.

10o. Texas Local Government Code Development Agreement, recorded under County Clerk's File No. 2009-20614, Official Public Records, Midland County, Texas. (According to Section 5 of the provided document, the agreement appears to be expired)

10p. Intentionally omitted by Surveyor.

10q. All terms, conditions and provisions of that certain Water Pipeline Easement and Right-of Way easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated August 22, 2012, recorded under County Clerk's File No. 2012-19430, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10r. All terms, conditions and provisions of that certain Right-of Way easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated April 23, 2013, recorded under County Clerk's File No. 2013-9942, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10s. All terms, conditions and provisions of that certain Temporary Drainage Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to City of Midland, dated June 05, 2013, recorded under County Clerk's File No. 2013-14110, Official Public Records, Midland County, Texas. (Unable to plot, "Exhibit A", not included in the document)

10t. All terms, conditions and provisions of that certain Water Pipeline and Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated June 13, 2012, recorded under County Clerk's File No. 2013-25259, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10u. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Diamondback O&G LLC, dated October 15, 2015, recorded under County Clerk's File No. 2016-1532, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10v. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated March 17, 2016, recorded under County Clerk's File No. 2016-23356, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10w. All terms, conditions and provisions of that certain Right-of-Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Midland County Fresh Water Supply District No. 1, dated March 17, 2016, recorded under County Clerk's File No. 2016-23357, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10x. All terms, conditions and provisions of that certain Right-of Way Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Diamondback E&P LLC, dated July 14, 2016, recorded under County Clerk's File No. 2016-30328, Official Public Records, Midland County, Texas. (Terms, conditions and provisions affect subject property, blanket; Unable to plot well locations, "Exhibit A", not included in the document)

10y. Service Agreement recorded under Clerk's File No. 2019-38533, Official Public Records, Midland County, Texas. (Does not affect the subject property). Certification recorded under Clerk's File No. 2020-7177, Official Public Records, Midland County, Texas. (Does not affect the subject property). Service Agreement recorded under Clerk's File No. 2020-9194, Official Public Records, Midland County, Texas. (Does not affect the subject property). Service Agreement recorded under Clerk's File No. 2021-18279, Official Public Records, Midland County, Texas. (Does not affect the subject property). Waiver of Surface Rights recorded under Clerk's File No. 2021-35457, Official Public Records, Midland County, Texas. (Does not affect the subject property)

10z. All terms, conditions and provisions of that certain Permanent Easement from Cumberland & Western Resources, LLC, a Wyoming limited liability company to Oncor Electric Delivery Company, LLC, a Delaware limited liability company, dated May 28, 2020, recorded under County Clerk's File No. 2020-21638, Official Public Records, Midland County, Texas. (Does not affect the subject property)

The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey with the benefit of a title commitment described above and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SURVEYOR'S CERTIFICATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 13 and 14 of Table A thereof. The fieldwork was completed on 07/26/2024.

9/4/24

Leonard J. Lueker (*Original signature in red ink*)
Registered Professional Land Surveyor
Texas Registration No. 5714
l.lueker@winkelmann.com

Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090 www.winkelmann.com

STATE OF TEXAS
REGISTERED
LEONARD JAY LUEKER
5714
PROFESSIONAL
LAND SURVEYOR

Please note that the use of the word "certify" or "certificate" in connection with this survey is an expression of professional opinion regarding those facts or findings which are the subject of the certification and does not constitute a warranty or guarantee, either expressed or implied.

No.	DATE	REVISION	APPROV

Winkelmann & Associates, Inc.
LAND SURVEYING CIVIL ENGINEERS SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230
(972) 490-7090 FAX (972) 490-7099
Texas Surveyor Firm 100660-00 Expires 12/31/2024
Texas Engineer Registration No. 2929 Expires 12/31/2024
www.winkelmann.com

T&P RAILROAD CO. SURVEY, ABSTRACT NO. 378
CITY OF MIDLAND
MIDLAND COUNTY, TEXAS
COSTCO WHOLESALE CORPORATION
999 LAKE DRIVE
ISSAQUAH, WA 98027

ALTA/NSPS LAND TITLE SURVEY
22.119 ACRES

Date : 07.29.24
Scale : N/A
File : 58828.0B-ALTA-3
Project No. : 58828.0B

SHEET 2 OF 2

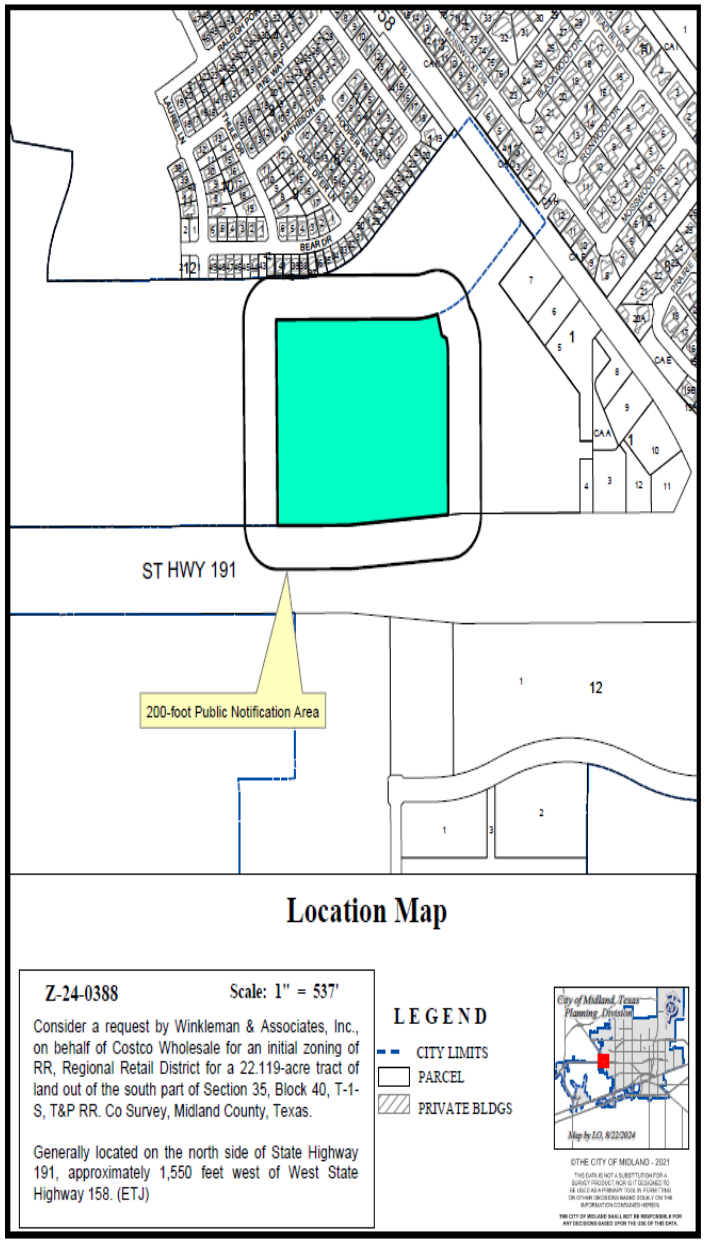
G:\58828- Midland\0B\SURVEY\Boundary Survey\58828.0B-ALTA-3.dwg

LAUREL LN
THULE DR
MATHESON DR
HOOPER WAY
CAPE DYER LN
BEAR DR
IRONWOOD DR
MOSSWOOD DR
ST HWY 191

MIDLAND
Be the Energy!
COSTCO WHOLESALE
INITIAL ZONING
September 24, 2024
Visit Our Website
MIDLANDTEXAS.GOV

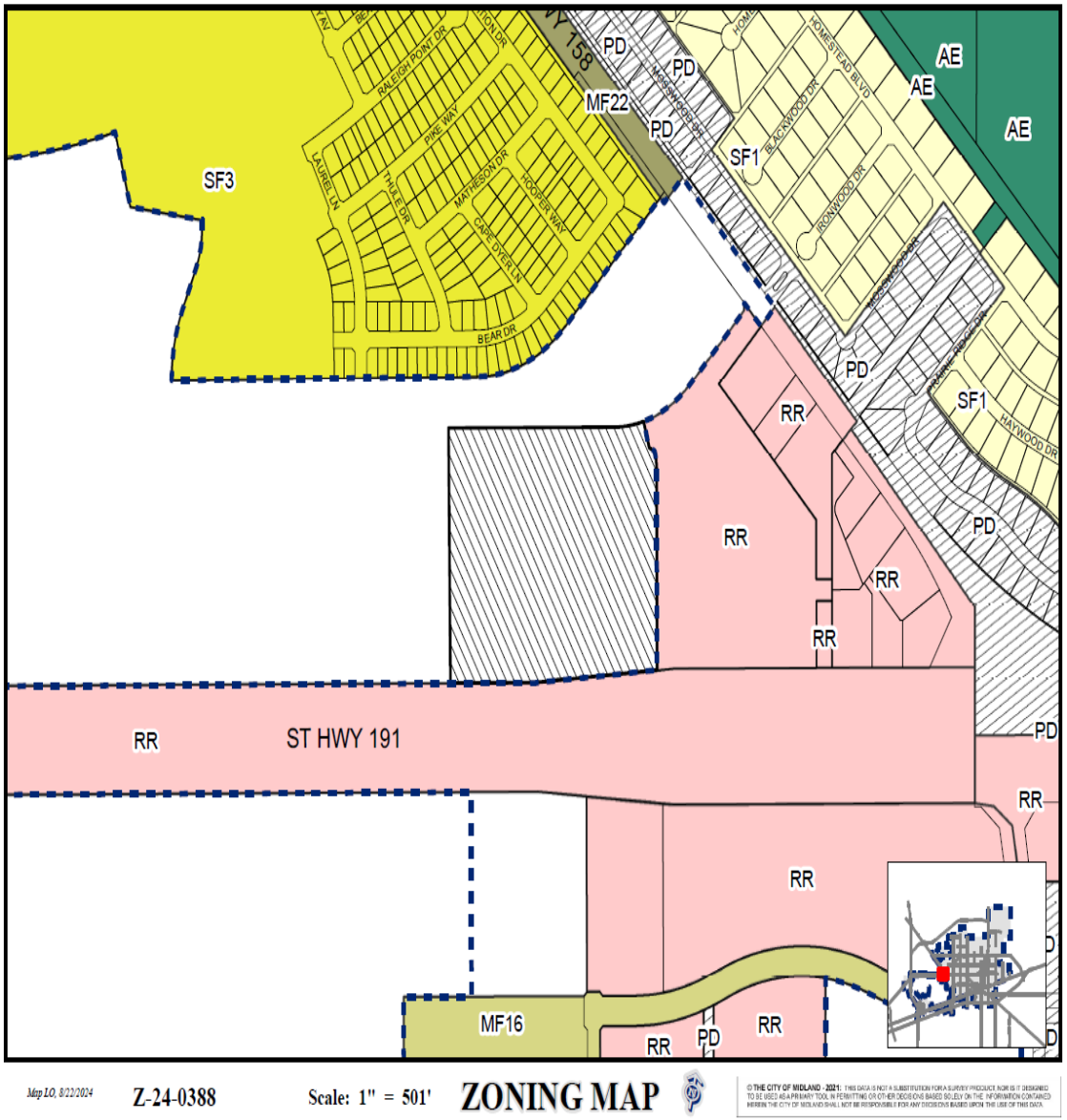
Costco Wholesale

- Property Owner: Cumberland & Western Resources, LLC
- Applicant: Michael Clark with Winkelmann & Associates (acting on property owners' behalf)]
- Representative: Costco Wholesale
- Initial Zoning
- Location: North of Highway 191 (ETJ)
- Reason for Request: For the development of a retail store known as Costco Wholesale



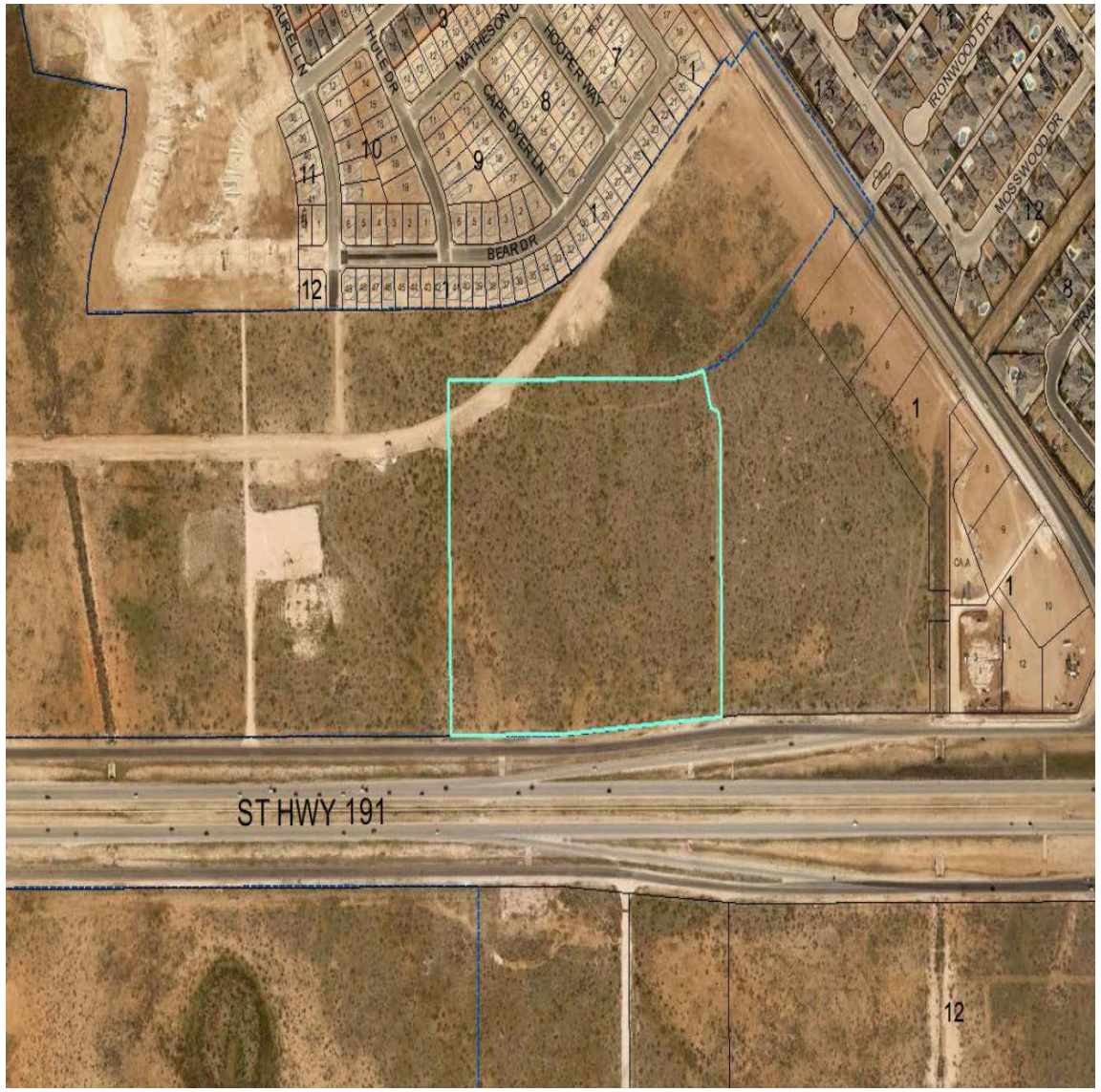
Costco Wholesale

- Current Zoning: ETJ, Extraterritorial Jurisdiction
- Surrounding Zoning:
  - North: ETJ, Extraterritorial Jurisdiction
  - South & East: RR, Regional Retail District
  - West: ETJ, Extraterritorial Jurisdiction
- Proposed Zoning: RR, Regional Retail District



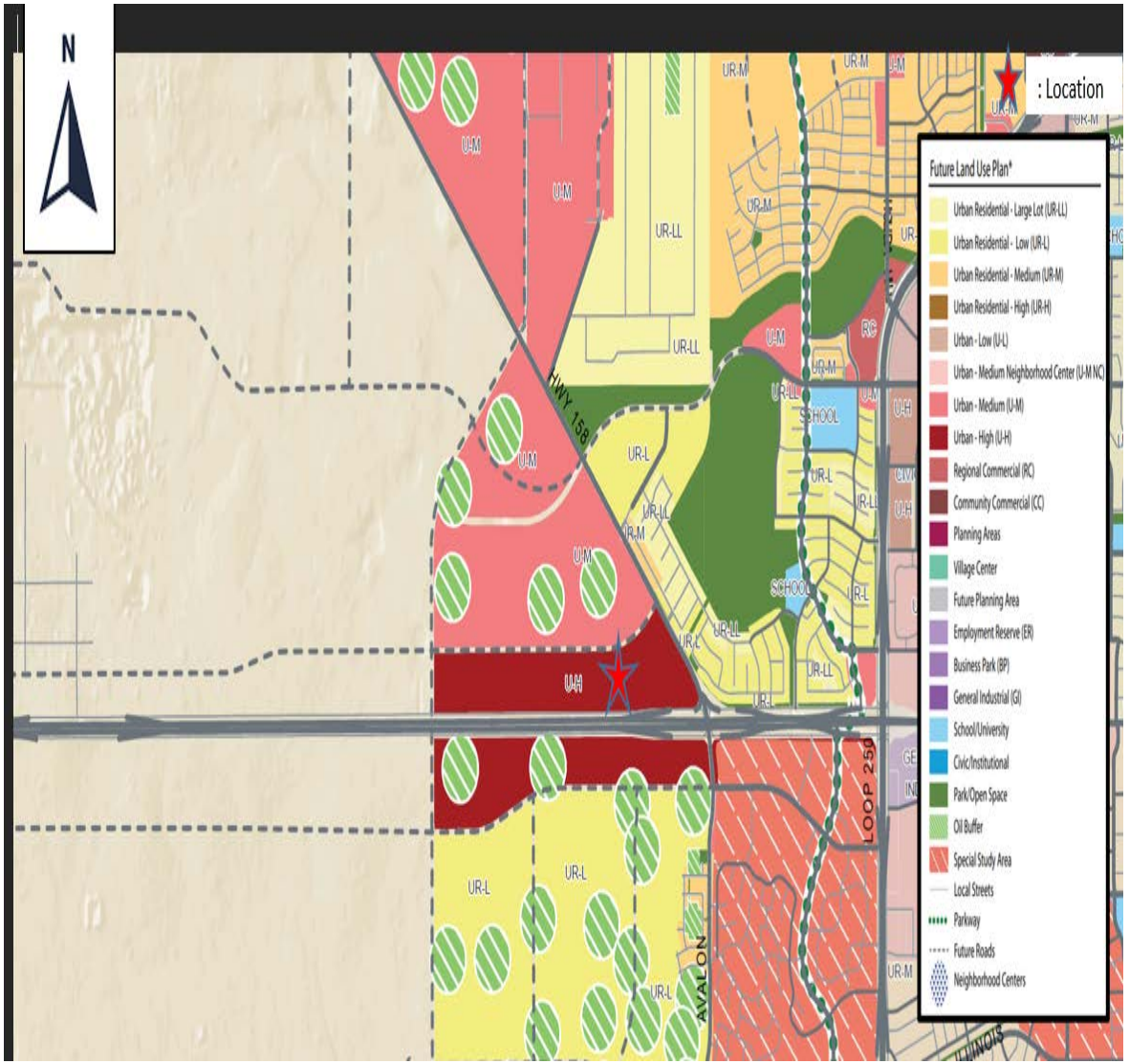
Costco Wholesale

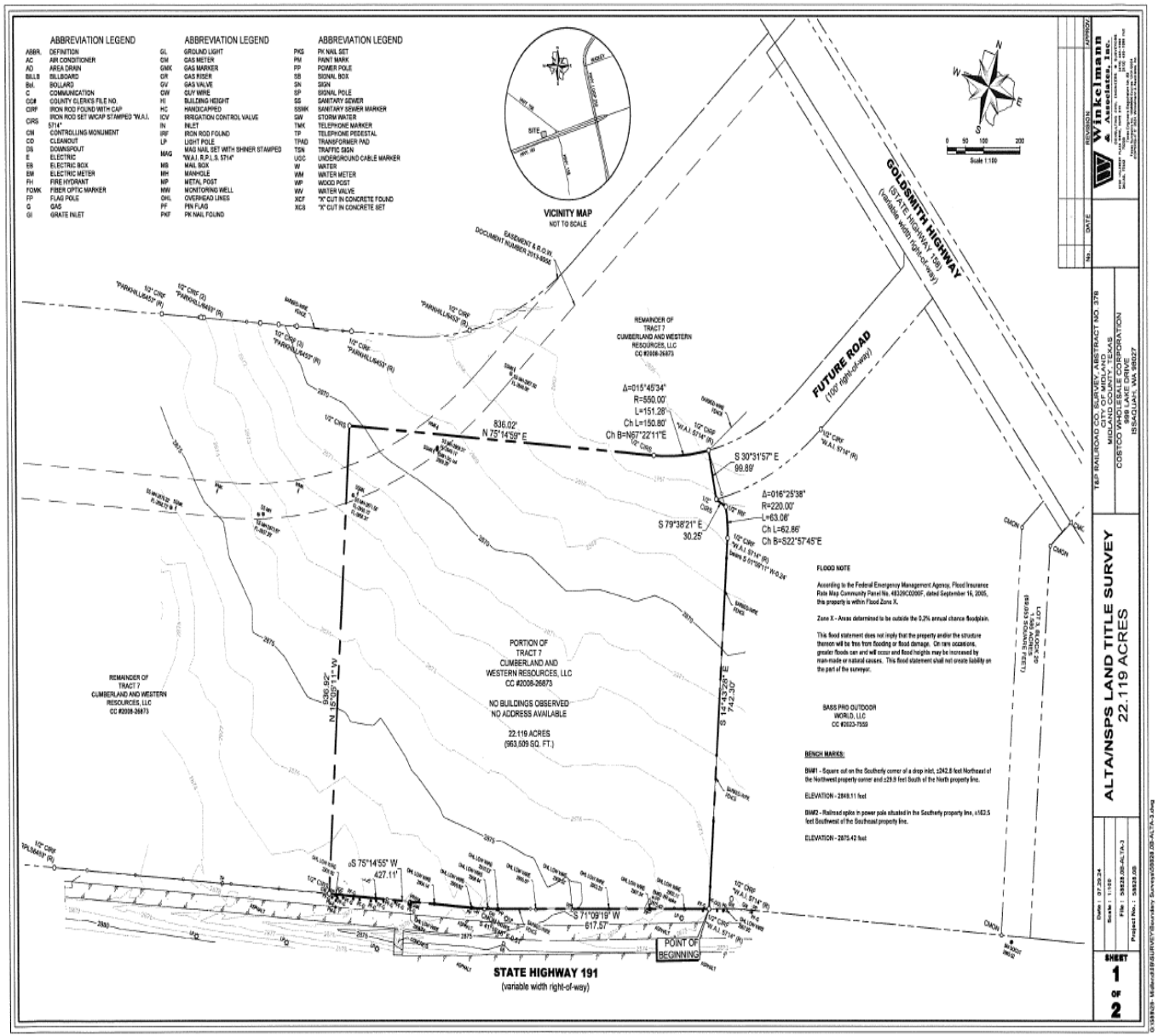
- Current Use of the Property: Vacant
- Proposed Use of the Property: Retail Store & Gasoline Fueling Station
- Surrounding Uses:
  - North: vacant
  - South: Highway 191
  - East: vacant
  - West: vacant



On Highway 191, Looking North

- TCT Land Use Designation: Urban-High (U-H)
- Supported Uses:
  - Supports a mix of complementary uses.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.





MIDLAND Be the Energy!

- No objections received.
- The Planning & Zoning Commission recommended approval of this September 3, 2024.
- Staff recommends APPROVAL of this initial zoning of RR, Regional Retail District.

MISSION

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

City Council Meeting

Item Number: 22

Meeting Date: October 22, 2024, November 12, 2024

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 62, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MADISON STREET, APPROXIMATELY 200 FEET NORTH OF CLOVERDALE 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) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Serafin Lopez, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District for the construction of a single-family residence located at 810 South Madison.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Strengthen and sustain our Infrastructure**.**

Discussion:

Current Zoning:

MF-22. Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north and south are zoned MF-22, Multiple-Family Dwelling District, and are used for single-family dwellings. The properties to the east and west are zoned MF-22, Multiple-Family Dwelling District, and are currently vacant lots.

Analysis:

The applicant is seeking this zone change in order to construct a single-family residence, which is not allowed in the MF-22 district. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). This designation calls for any single-family zoning district.

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

Oil and Gas: (Approved)

No Oil & Gas Issues

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 issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

The Planning and Zoning Commission recommended approval of this request on October 7, 2024.

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of October 11, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Survey
Location Map
Zoning Map
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 62, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH MADISON STREET, APPROXIMATELY 200 FEET NORTH OF CLOVERDALE 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 6, Block 62, Park Avenue Heights Addition, Section 2, 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., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Serafin Lopez		Phone (432) 2383364 Email lopezroofing1990@gmail.com	
Address 802 N. Weatherford	City Midland	State Tx	Zip 79701

Property Owner Printed Name: Serafin Lopez		Phone ( ) Email same	
Address 802 N. Weatherford	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: 810 South Madison

Legal Description
Lot: Block: Subdivision:

Current Zoning: MF	**Proposed Zone:** *(List by tracts if more than one district is requested)* SF

Reason for Zone Change Request: To build a SF home

Present Use of Property: vacant lot

Proposed Use of Property: House

How would this zone change affect the public health, safety and welfare? no affect, there are SF homes already built next to property

Describe how conditions affecting the property have changed since present zoning designation: SF homes have been built adjacent to lot

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): Serafin Lopez	Date: 8-29-24
Applicant (printed): Serafin Lopez	
Property Owner (signature): Serafin Lopez	Date: 8.29.24
Property Owner (printed) : Serafin Lopez	

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_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____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.

_____
Authorized Agent (*signature*)

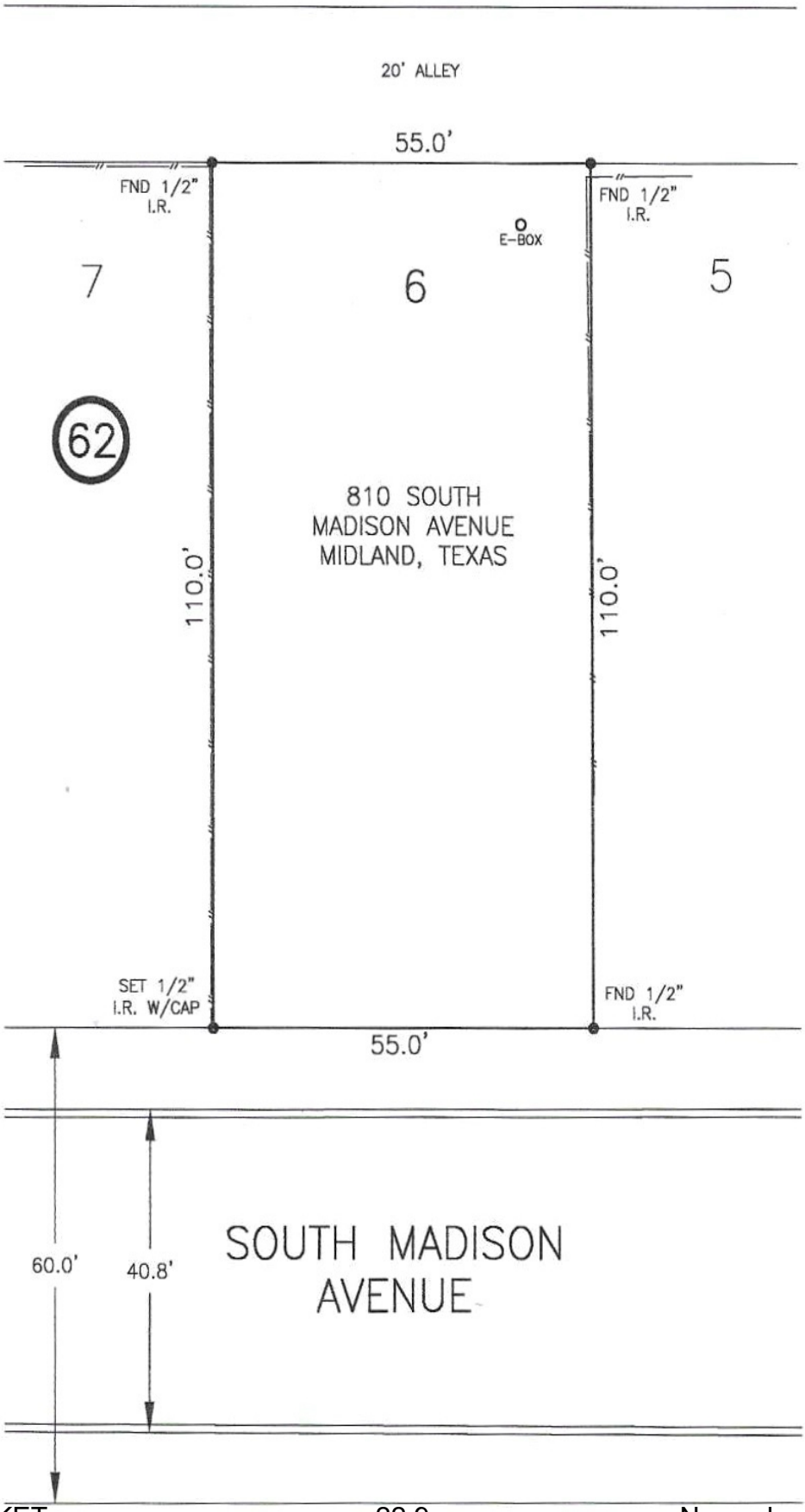
Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

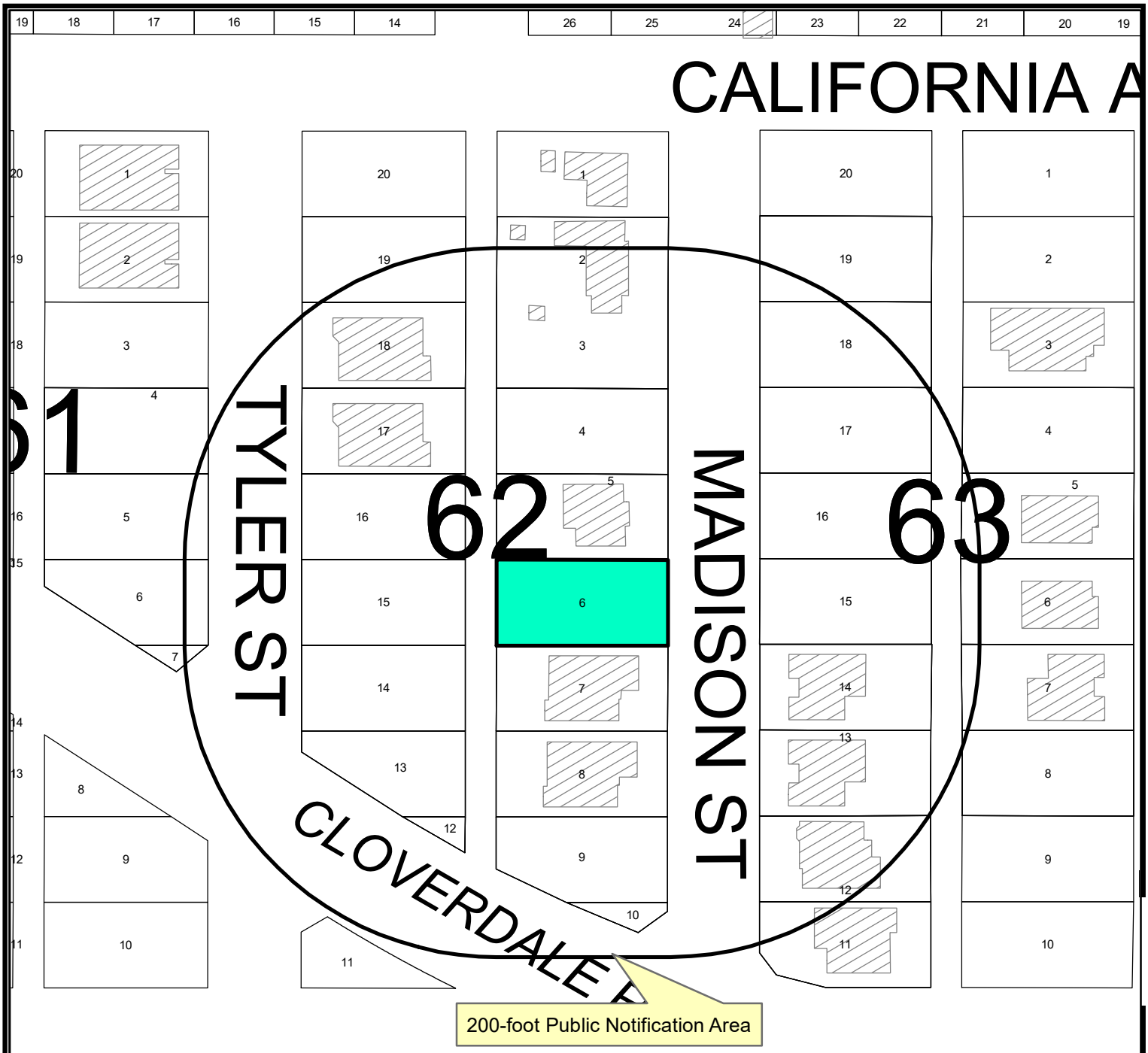
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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.****

Site Plan 810 South Madison





Location Map

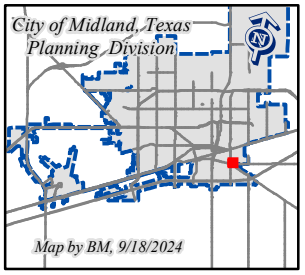
Z-24-0391 **Scale: 1" = 93'**

Consider a request by Serafin Lopez for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 6, Block 62, Park Avenue Heights Addition, Section 2, City and County of Midland, Texas.

Generally located on the west side of South Madison Street, approximately 200 feet north of Cloverdale Road. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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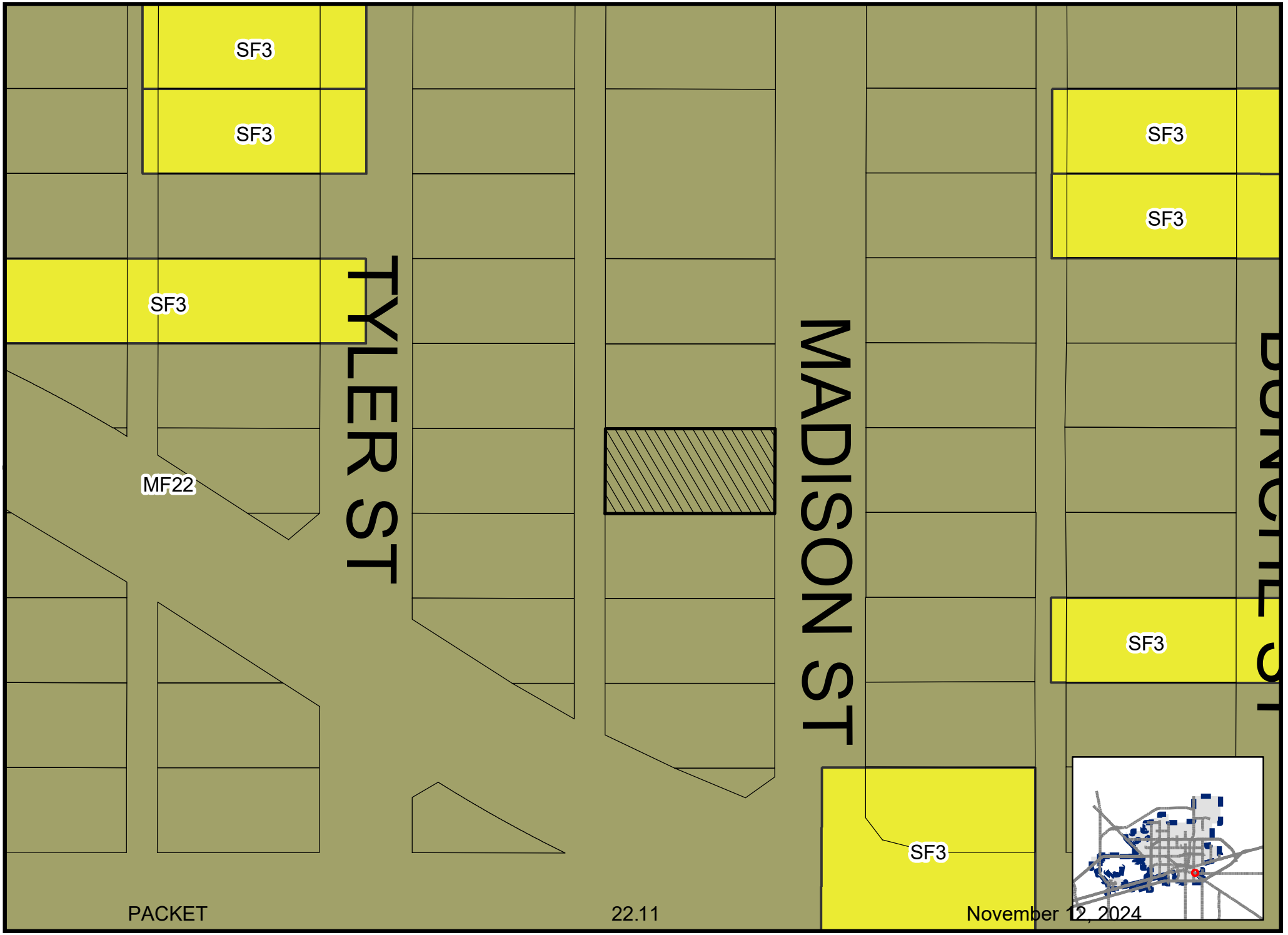
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map BM, 9/18/2024

Z-24-0391

Scale: 1" = 78'

ZONING MAP

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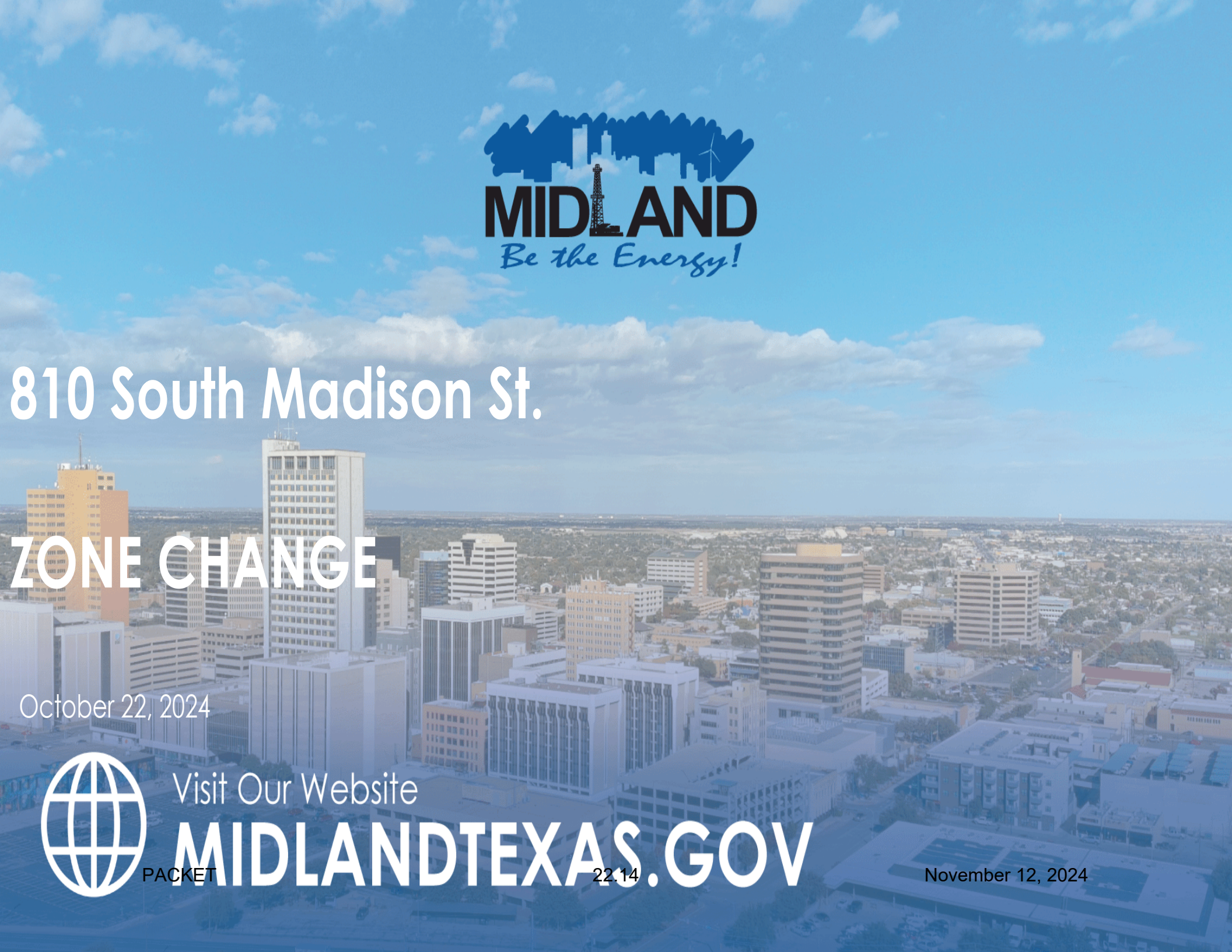
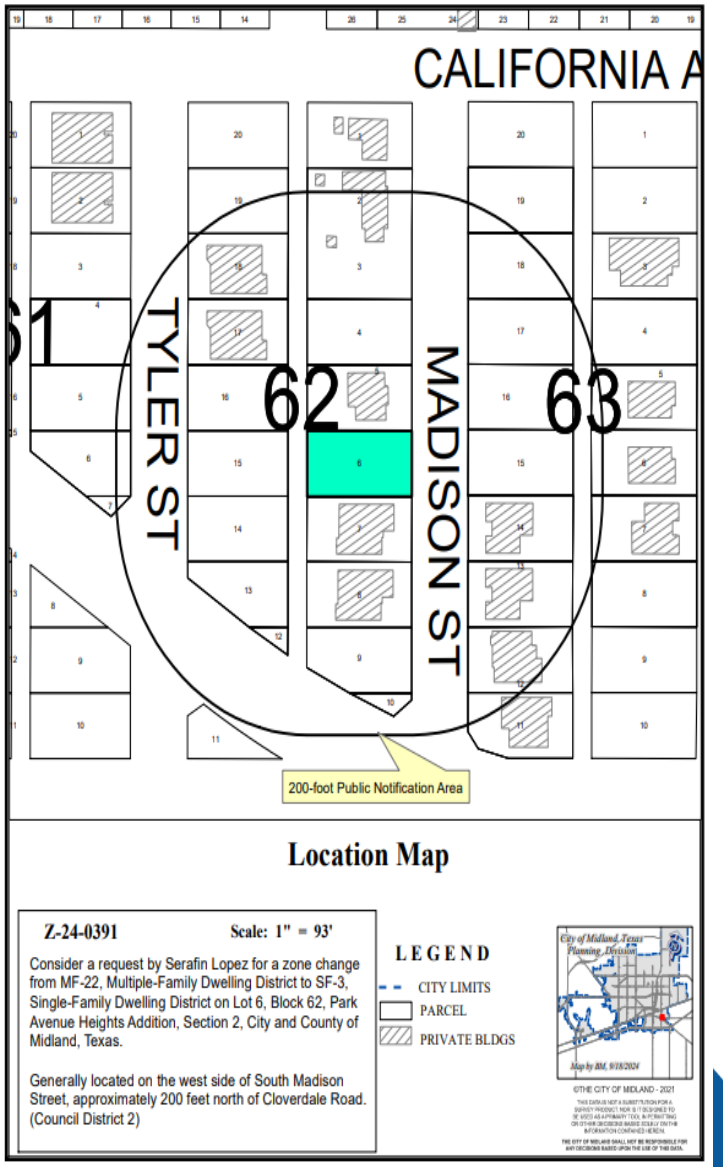
CALIFORNIA AV
61
TYLER ST
62
MADISON ST
63
BUNCHE ST


MIDLAND
Be the Energy!
810 South Madison St.
ZONE CHANGE
October 22, 2024
Visit Our Website
MIDLANDTEXAS.GOV

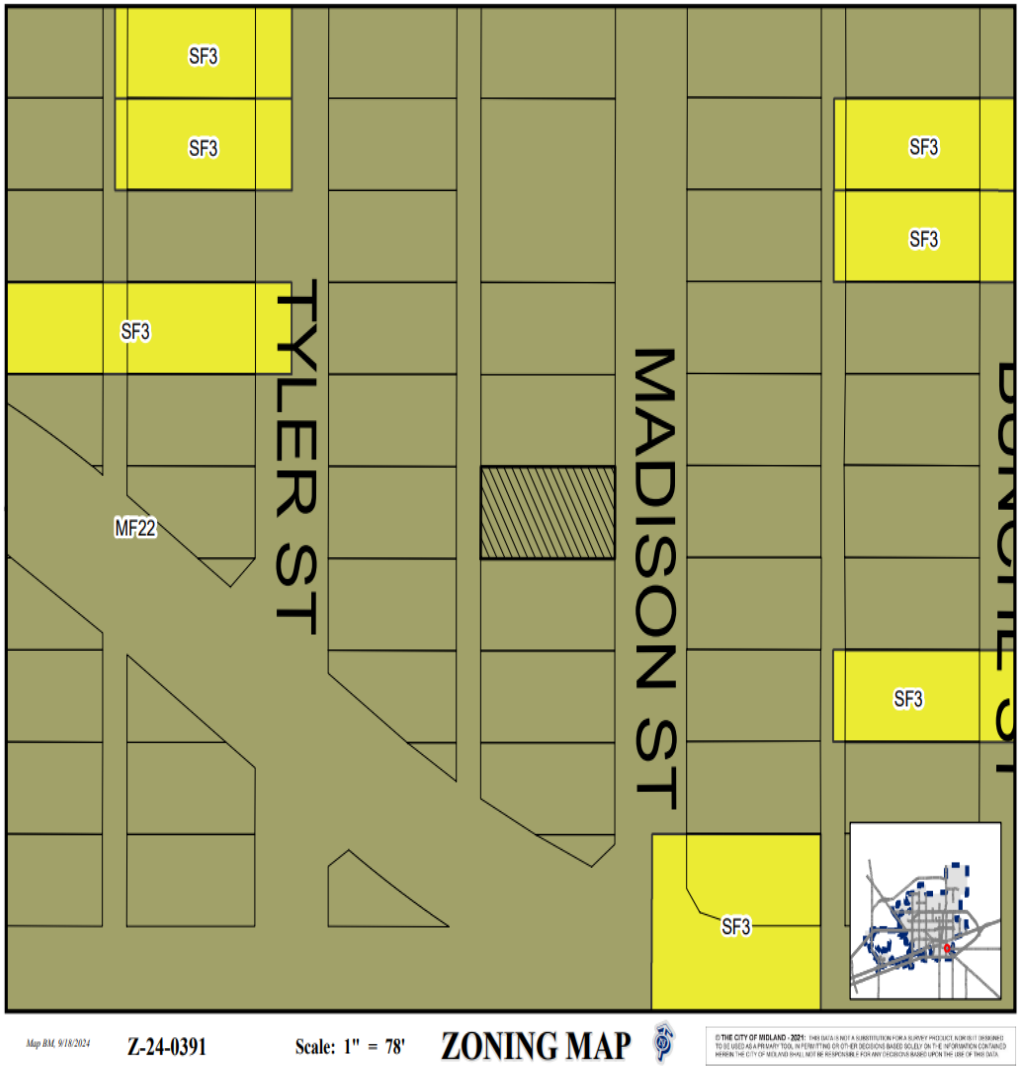
Application Summary

- **Property Owner & Applicant:** Serafin Lopez
- Zone Change
- **Address:** 810 South Madison Street (District 2)
- **Reason for Request:** To allow for future single-family residential development



Zoning

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - North, South, East, & West: MF-22, Multiple-Family Dwelling District
  - **Proposed Zoning:** SF-3, Single-Family Dwelling District



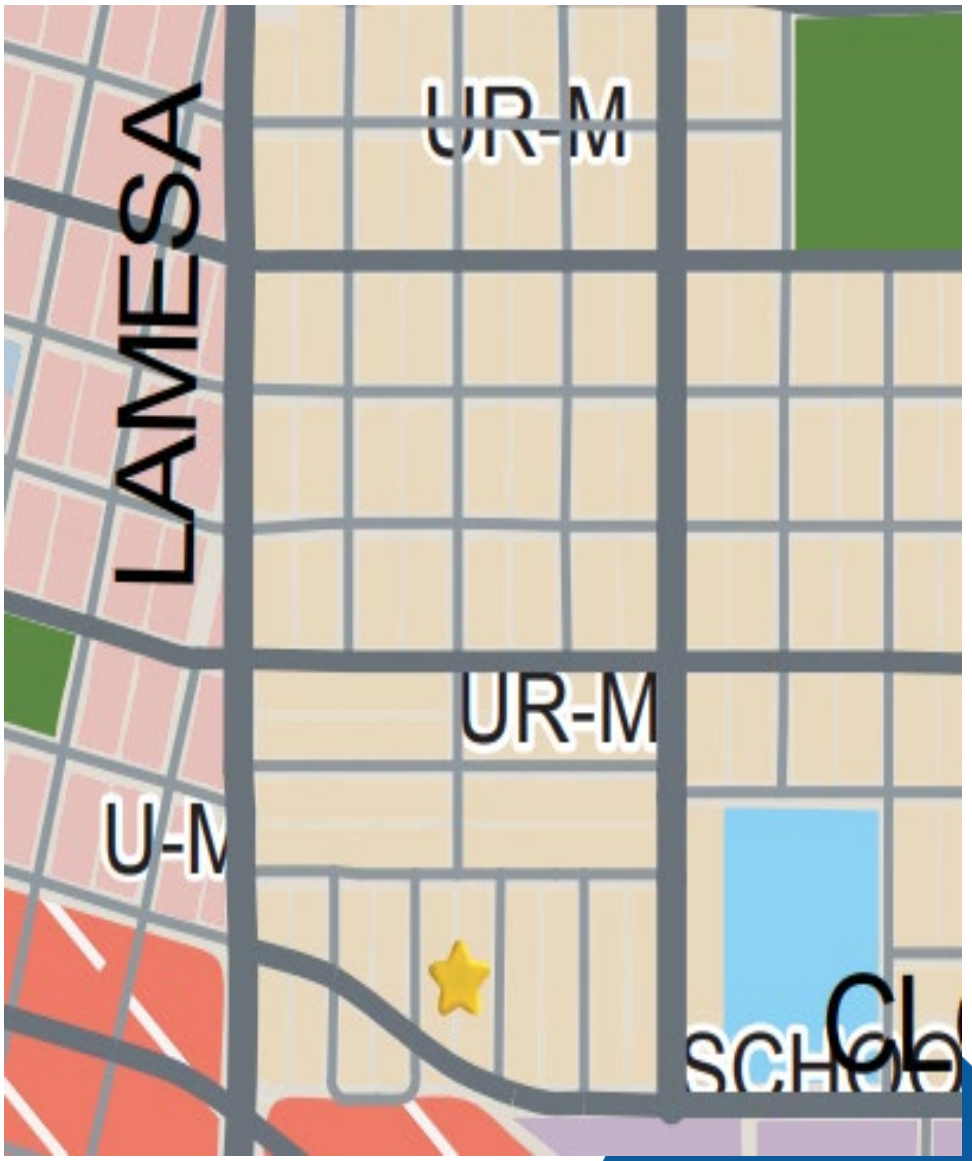
Land Use

- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Single-family dwelling
- **Surrounding Uses:**
  - North & South: Single-family dwelling
  - East & West: Vacant

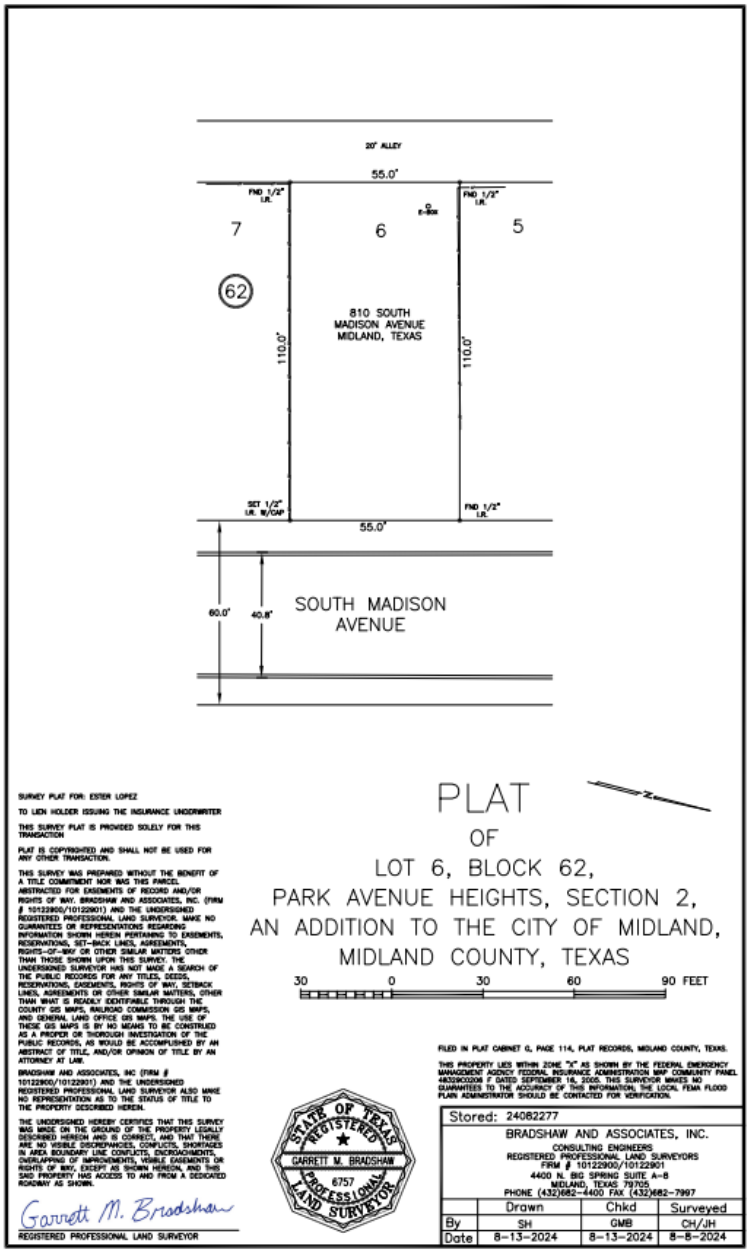
On South Madison Street, Looking West

Comprehensive Plan

- **TCT Land Use Designation:** Urban-Residential-Medium (UR-M)
- **Supported Uses:**
  - Supports Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses.
  - Limited multi-family development may be allowed with special review and criteria.
  - Civic uses are generally allowed, with special permission for higher intensity uses.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



810 South Madison St.



Survey

Staff's Recommendation

- No objections received.
- The Planning and Zoning Commission Recommended approval of this request on October 7, 2024.
- Staff recommends APPROVAL of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

MISSION

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

City Council Meeting

Item Number: 23

Meeting Date: October 22, 2024, November 12, 2024

To: City Council / City Manager

From: Britton Murry, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 120 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, George Bell, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District for the development of a single-family residence located at 804 South Tyler Steet.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City’s budget.

Strategic Priority:

Quality of Life and Place.

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north and south are zoned SF-3, Single-Family Dwelling District, and are currently vacant lots. The property to the east and is zoned MF-22, Multiple-Family Dwelling District, and consists of a single-family dwelling. The property to the west is zoned MF-22, Multiple Family Dwelling District, and is currently a vacant lot.

Analysis:

The applicant is seeking this zone change in in order to construct a single-family home, which is not allowed in the MF-22 district. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). This designation calls for any single-family zoning district.

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

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

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 issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

The Planning and Zoning Commission recommended approval of this request on October 7, 2024.

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of October 11, 2024, staff has received no letters of objection for this request.

Attachments:

Application
Survey
Location Map
Zoning Map
Aerial
Site Photo
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TYLER STREET, APPROXIMATELY 120 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 61, Park Avenue Heights Addition, Section 2, 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., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-24-0392

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: George A. Bell		Phone (432) 296-1106 Email Pastorbell1@juno.com	
Address 409 S Main St.	City Midland	State TX	Zip 79701

Property Owner Printed Name: St. Andrews Investments		Phone (432) 296-1106 Email Pastorbell1@juno.com	
Address 409 S Main St.	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: 804 S Tyler St.

Legal Description
Lot: 003 Block: 061 Subdivision: Park Avenue, Heights Sec 2

Current Zoning: MF2

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Lots are zoned for MF, But this zoning is outdated, the lot is sized for SF, and not big enough for MF.

Present Use of Property: Vacant Lot

Proposed Use of Property: Build New Home - Affordable Housing

How would this zone change affect the public health, safety and welfare? Improve the Community by providing affordable housing.

Describe how conditions affecting the property have changed since present zoning designation: Zoning is out dated lots are not big enough for Multible family housing!

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): George A. Ball	Date: 9-10-2024
Applicant (printed): George A. Ball	
Property Owner (signature): George A. Ball	Date: 9-10-2024
Property Owner (printed) : St. Andrews Investments	

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 George A. Ball who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by St. Andrews Inv!, 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.

George A. Ball
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 10th day of September, 2024, to certify which witness my hand and seal of office.

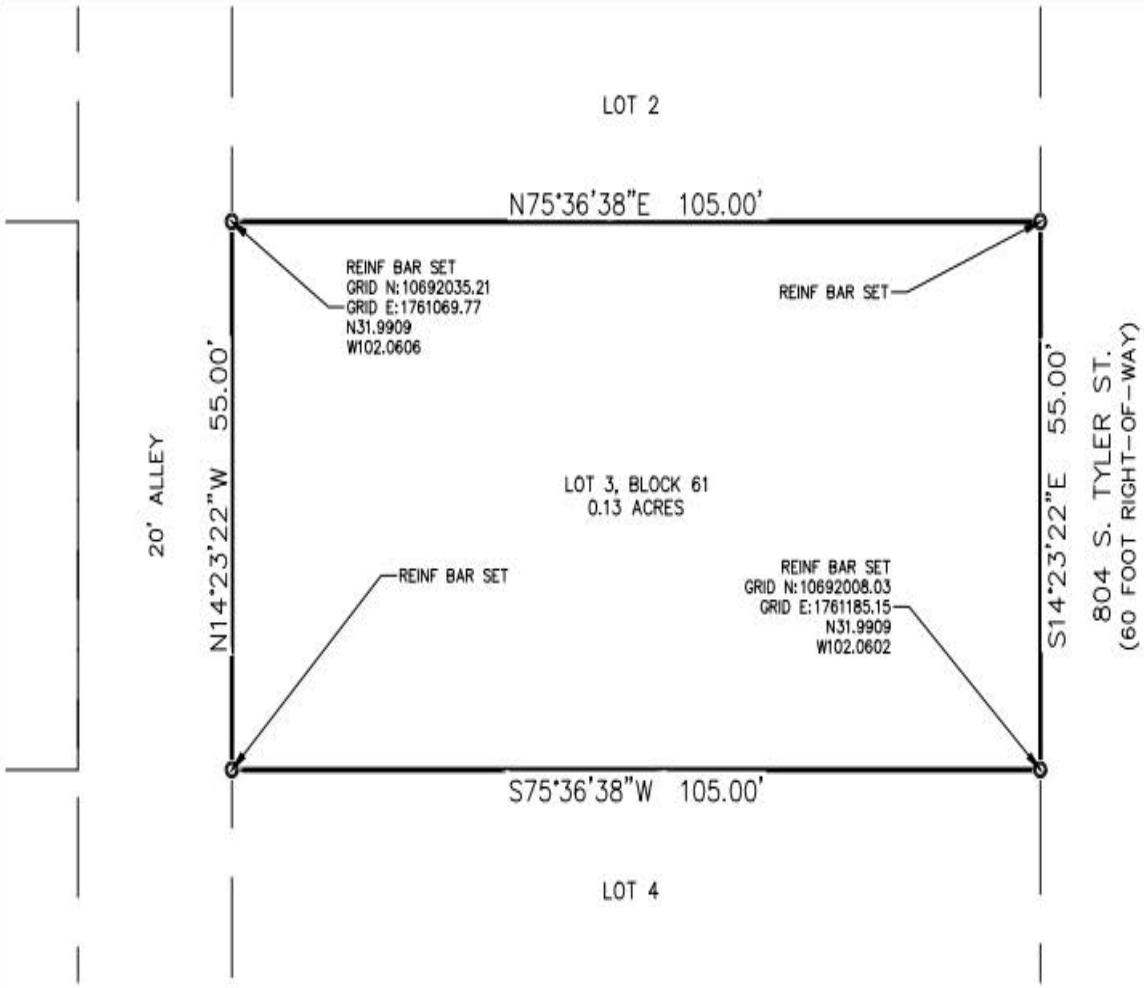
ROSALIND PERKINS
Notary Public, State of Texas
Comm. Expires 09-26-2027
Notary ID 124554482

Rosalind Perkins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ ~~Application~~ Fee waived	☐ Plans in Digital Format (PDF/JPEG)
Check # _____	
Received By: Madeline Payne	Date: RECEIVED SEP 10 2024
	BY:

****Application will not be considered for scheduling until reviewed by a planner.****



NOTES:

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, GREATER IDEAL BAPTIST CHURCH

(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 9TH DAY OF SEPTEMBER, 2024

STATE OF TEXAS REGISTERED RJ DAUM 4826 PROFESSIONAL LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

LEGEND:

- O MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES

MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500
Office (432) 684-5548

SURVEY

LOT 3, BLOCK 61,

PARK AVENUE ADDITION

SECTION 2.

AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF

MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 24-505
JOB NO.: 24-505

Location Map

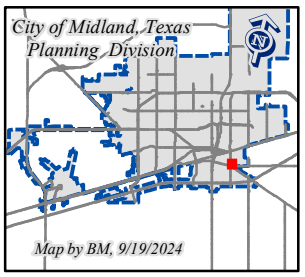
Z-24-0392 **Scale: 1" = 93'**

Consider a request by St. Andrews Investments for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 3, Block 61, Park Avenue Heights Addition, Section 2, City and County of Midland, Texas.

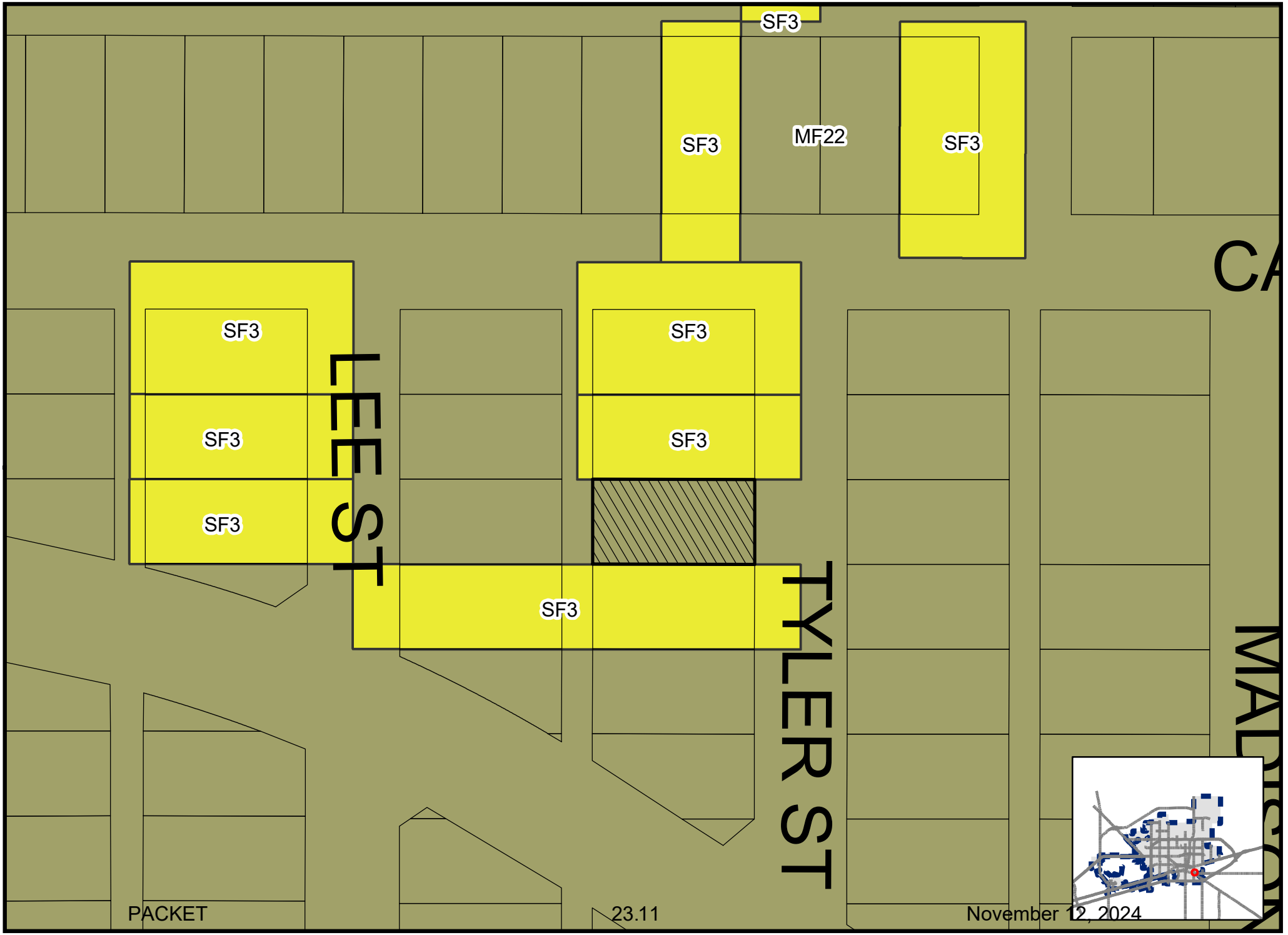
Generally located on the west side of South Tyler Street, approximately 120 feet south of East California Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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 BM, 9/18/2024

Z-24-0392

Scale: 1" = 78'

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.

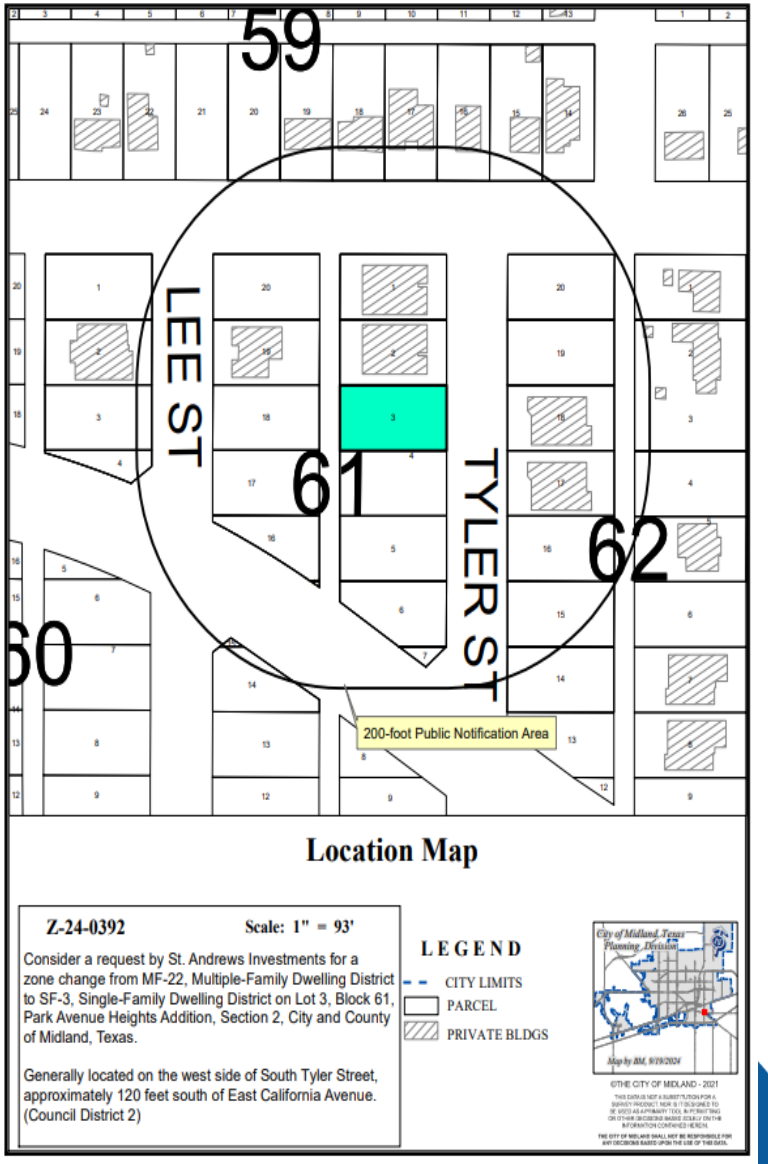
CA
LEE ST
61
TYLER ST
62
MADISON ST
60

804
804

MIDLAND
Be the Energy!
804 South Tyler St.
ZONE CHANGE
October 22, 2024
Visit Our Website
MIDLANDTEXAS.GOV

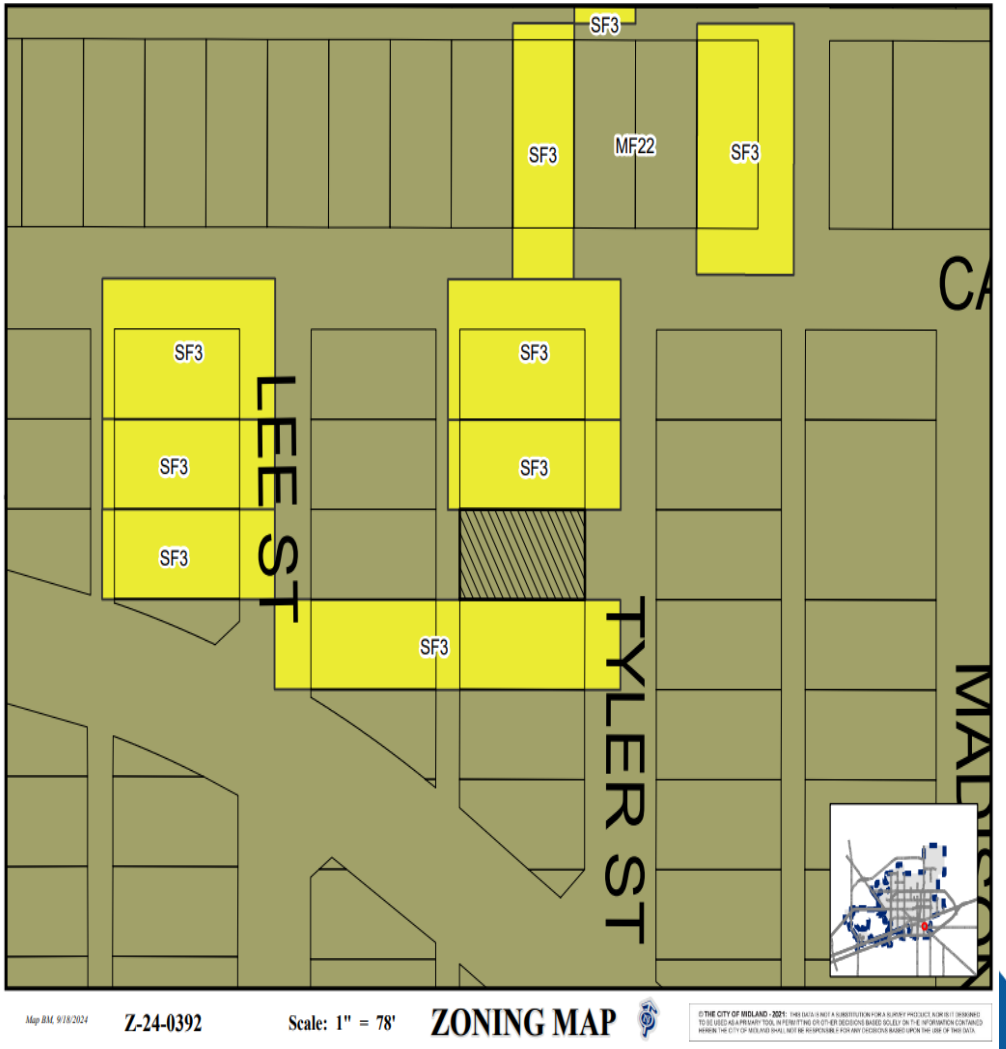
Application Summary

- **Property Owner:** St. Andrews Investments
- **Applicant:** George A. Bell
- Zone Change
- **Address:** 804 South Tyler Street (District 2)
- **Reason for Request:** To allow for future single-family residential development



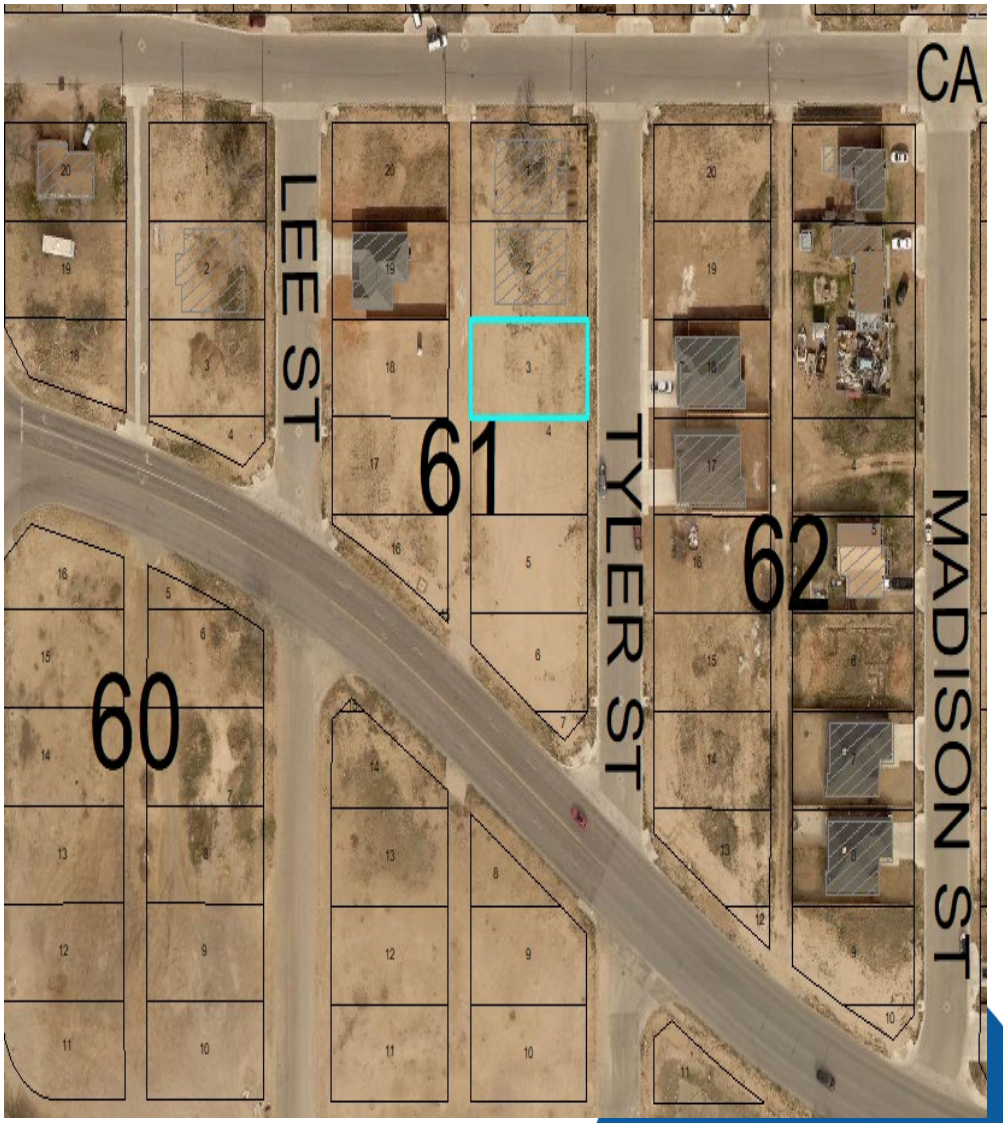
Zoning

- **Current Zoning: :** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - North & South: SF-3, Single-Family Dwelling District
  - East & West: MF-22, Multiple-Family Dwelling District
- Proposed Zoning: SF-3, Single-Family Dwelling District



Land Use

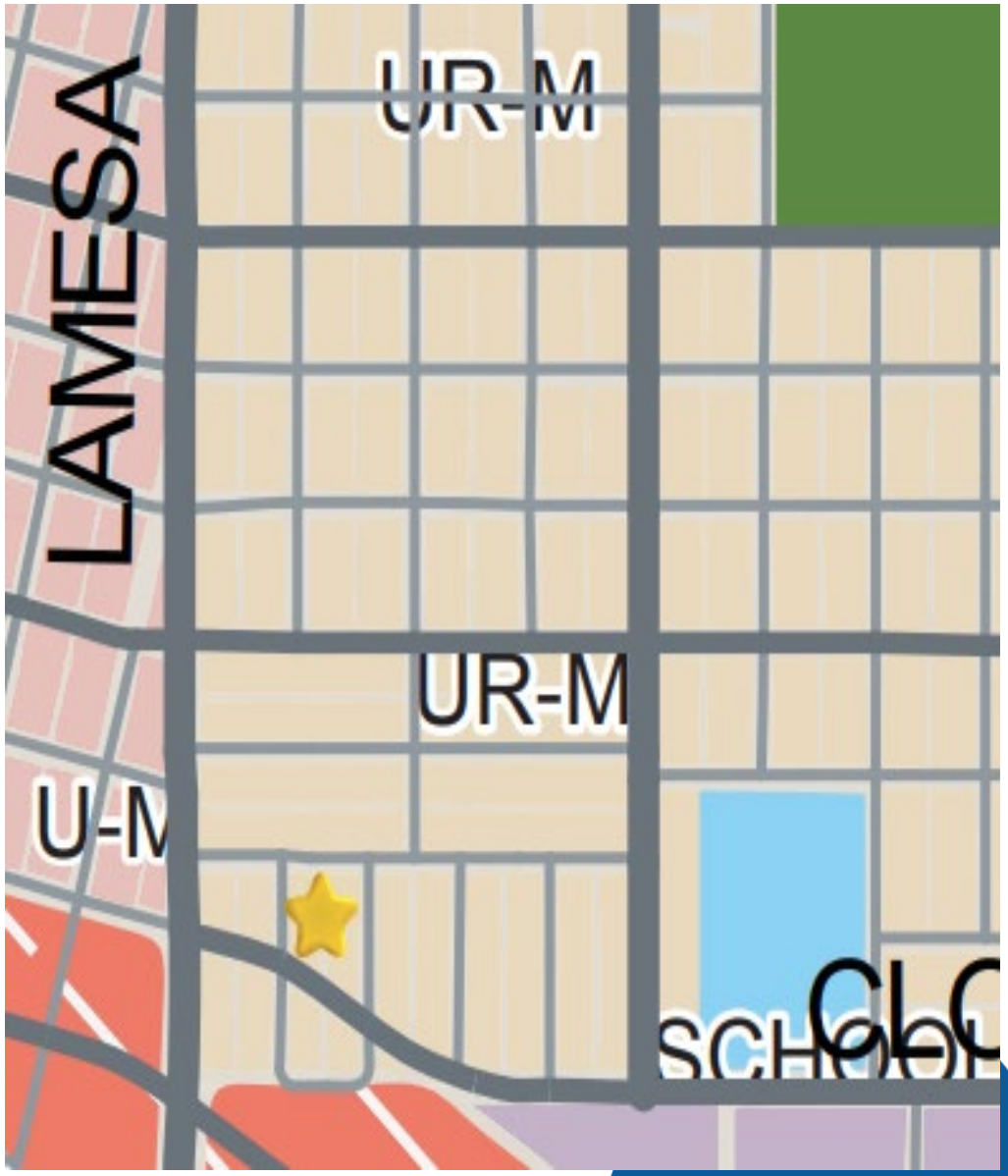
- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Single-family dwelling
- **Surrounding Uses:**
  - South & West: Vacant
  - North & East: Single-family dwelling



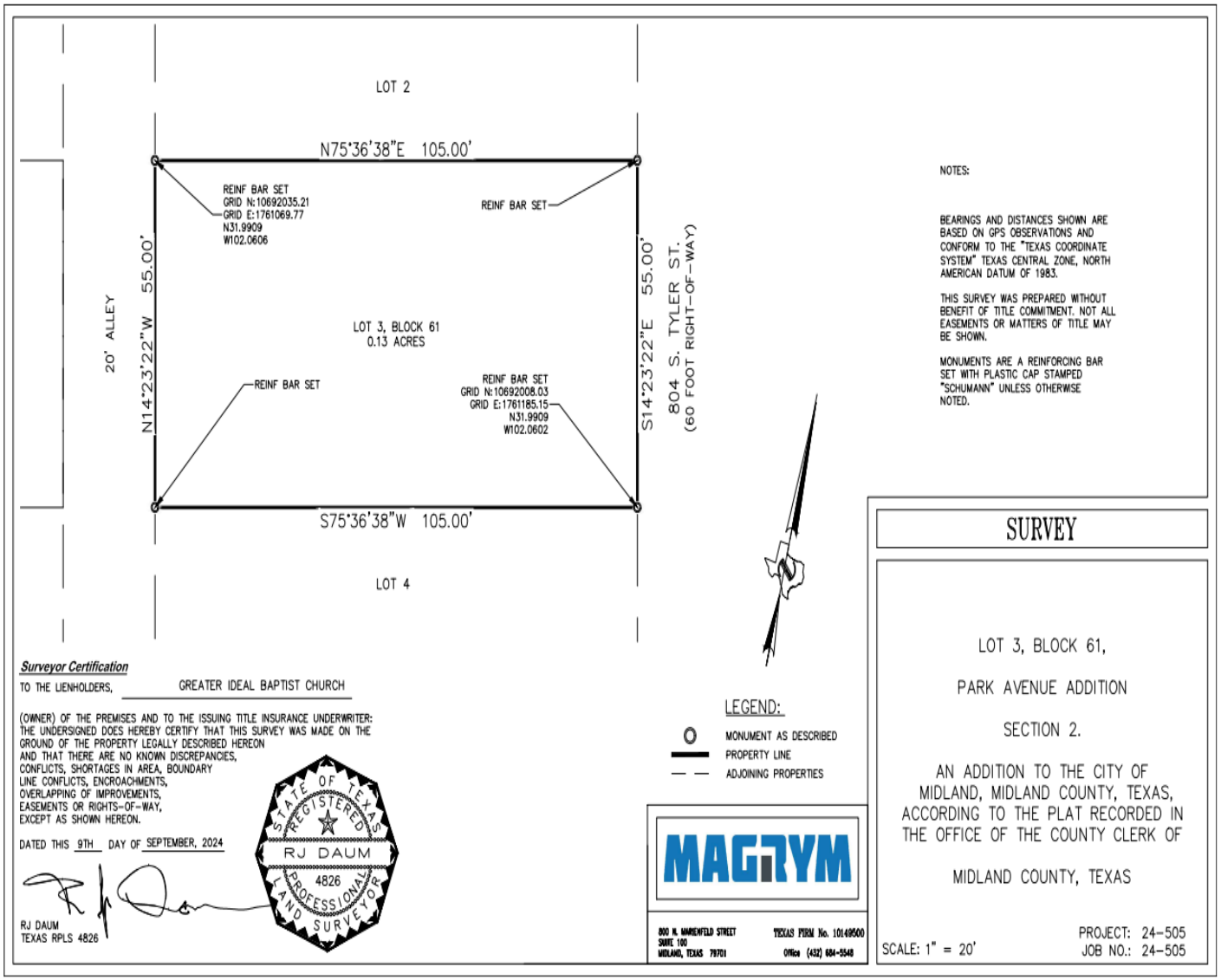
On South Tyler Street, Looking West

Comprehensive Plan

- **TCT Land Use Designation** Urban-Residential-Medium (UR-M)
- **Supported Uses:**
  - Supports Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses.
  - Limited multi-family development may be allowed with special review and criteria.
  - Civic uses are generally allowed, with special permission for higher intensity uses.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



804 South Tyler St.



Survey

Staff's Recommendation

- No objections received.
- The Planning and Zoning Commission Recommended approval of this request on October 7, 2024.
- Staff recommends APPROVAL of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

MISSION

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

City Council Meeting

Item Number: 24

Meeting Date: October 22, 2024, November 12, 2024

To: City Council / City Manager

From: Beatriz Quezada, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 20, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TILDEN STREET, APPROXIMATELY 110 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Legado Construction Group LP, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District to build an addition to the current residential structure at 504 South Tilden Street.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The adjacent lots to the north, east and south are zoned MF-22, Multiple-Family Dwelling District and SF-3, Single-Family Dwelling District to the west. This property and all abutting property is part of a single-family residential neighborhood.

Analysis:

The subject property is zoned MF-22, Multiple-Family Dwelling District. Legado Construction Group LP is seeking this zone change to construct an addition to the current residential structure, which is a current nonconforming structure. Changing this zoning would help the future residential development of this area have more uniformity.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3, which designated this area as UR-M, Urban-Medium Neighborhood. This designation calls for any single-family zoning district.

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.

Oil and Gas: (Approved)

No Oil & Gas Issues.

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 issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning:

The Planning and Zoning Commission recommended approval of this request on October 7, 2024.

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of October 11, 2024, staff has not received any letters of objection for this request.

Attachments:

Application
Site Plan
Maps
PowerPoint Presentation

Jose E. Ortiz

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 20, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH TILDEN STREET, APPROXIMATELY 110 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 20, Greenwood Addition, Third, Fourth, and Fifth Sections, 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., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-24-0390

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Legado Construction Group LP		Phone (432) 553-1514 Email Robert@Legadocg.com	
Address 6 Desta Dr. Ste 2615	City Midland	State Tx.	Zip 79705

Property Owner Printed Name: Maribel G. Tavarez		Phone (432) 312-0366 Email Tavarezmaribel21@gmail.com	
Address 504 S. Tilden Ave.	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: 504 S. Tilden Ave Midland, TX. 79701

Legal Description
Lot: 003 Block: 020 Subdivision: Greenwood

Current Zoning: MF-22

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To construct an addition to the home.

Present Use of Property: Single family home

Proposed Use of Property: Single family home

How would this zone change affect the public health, safety and welfare? None.

Describe how conditions affecting the property have changed since present zoning designation: Unable to add addition because current zoning requires a minimum of 2 acres for additions.

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): Robert DeLaGarza	Date: 9/10/24
Applicant (printed): Robert DeLaGarza	
Property Owner (signature): Maribel Tavarez	Date: 9/10/24
Property Owner (printed) : Maribel Tavarez	

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 Maribel Tavarez who, being by me duly sworn, upon oath says: That (s)he is the owner of 504 S. Tilden 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.

Maribel Tavarez
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 10 day of September, 20 24, to certify which witness my hand and seal of office.

BIANCA M REYES
Notary ID #133704295
My Commission Expires
April 13, 2026

Bianca M. Reyes
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.

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

General Warranty Deed with Vendor's Lien

Date: 26th day of August, 2024

Grantor: **Joyce Davis**

Grantor's Mailing Address: 400 S Carver Midland TX 79701

Grantee: **Maribel Tavarez Gallegos, unmarried woman**

Grantee's Mailing Address: 211 East H Street, Monahans, TX 79756

Consideration: Cash and a note of even date executed by Grantee and payable to the order of **Guaranteed Rate, Inc.** in the principal amount of **$146,629.00**. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of **Guaranteed Rate, Inc.**, and by a first-lien deed of trust of even date from Grantee to **Allan B. Polunsky**, Trustee. **Guaranteed Rate, Inc.**, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of **Guaranteed Rate, Inc.** and are transferred to **Guaranteed Rate, Inc.** without recourse against Grantor.

Property (including any improvements): **LOT 3, BLOCK 20, GREENWOOD, THIRD, FOURTH & FIFTH SECTIONS, AN ADDITION IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME/CABINET B, PAGE(S) 56, DEED/PLAT RECORDS OF MIDLAND COUNTY, TEXAS.**

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year **2024** and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have

and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Joy Davis

Joyce Davis

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, Ali Martin, on this day personally appeared Joyce Davis, known to me or proved to me on the oath of _____ or through DL to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he (she) executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26th day of August, 2024.

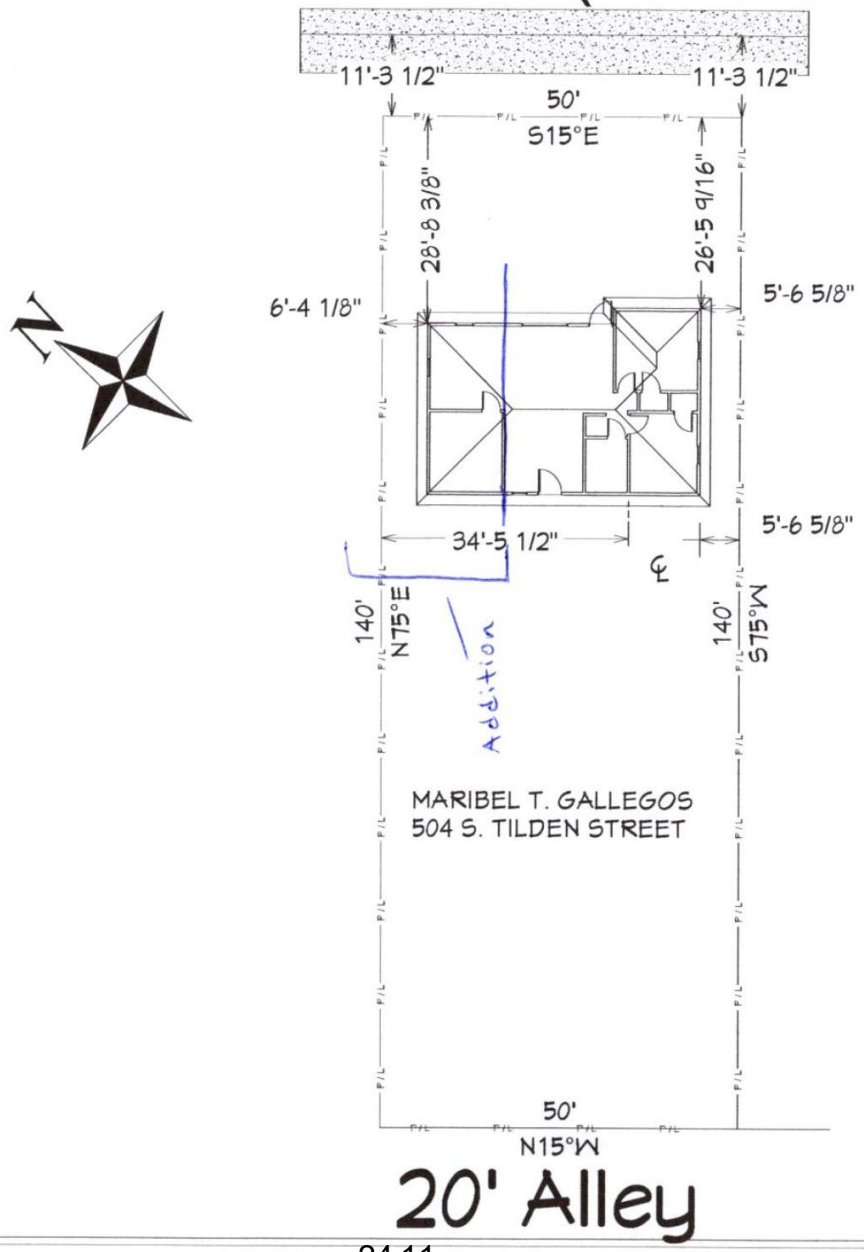
Ali Martin

Notary Public Signature

ALI MARTIN
Notary Public, State of Texas
Comm. Expires 01-30-2028
Notary ID 125788058

After recording, please return to:
Maribel Tavarez Gallegos
211 East H Street
Monahans, TX 79756

South Tilden (60' wide)



Square footage
Current: 664 sqft
Addition: 242 sqft
Total: 906 sqft

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

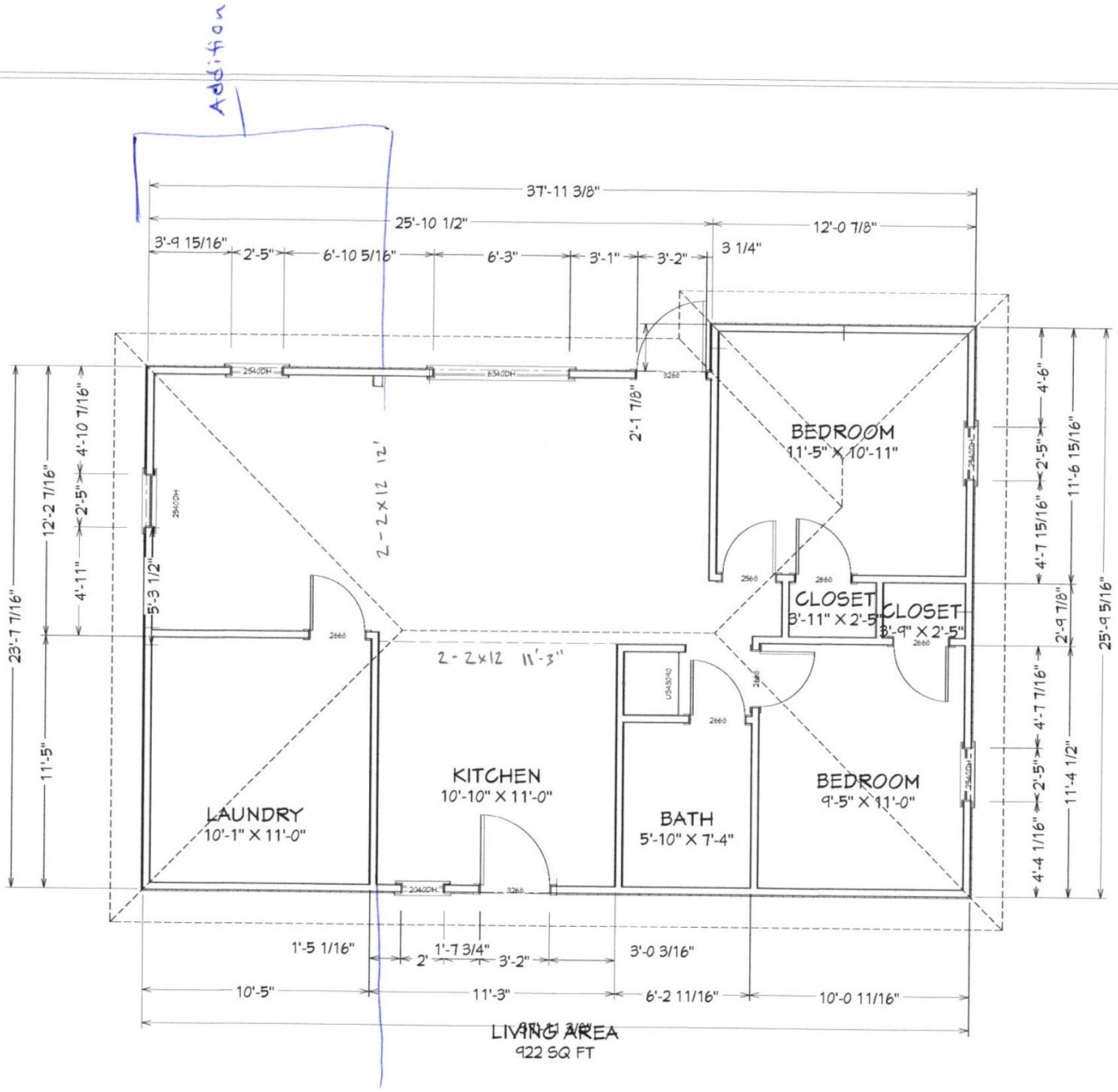
504 S. Tilden

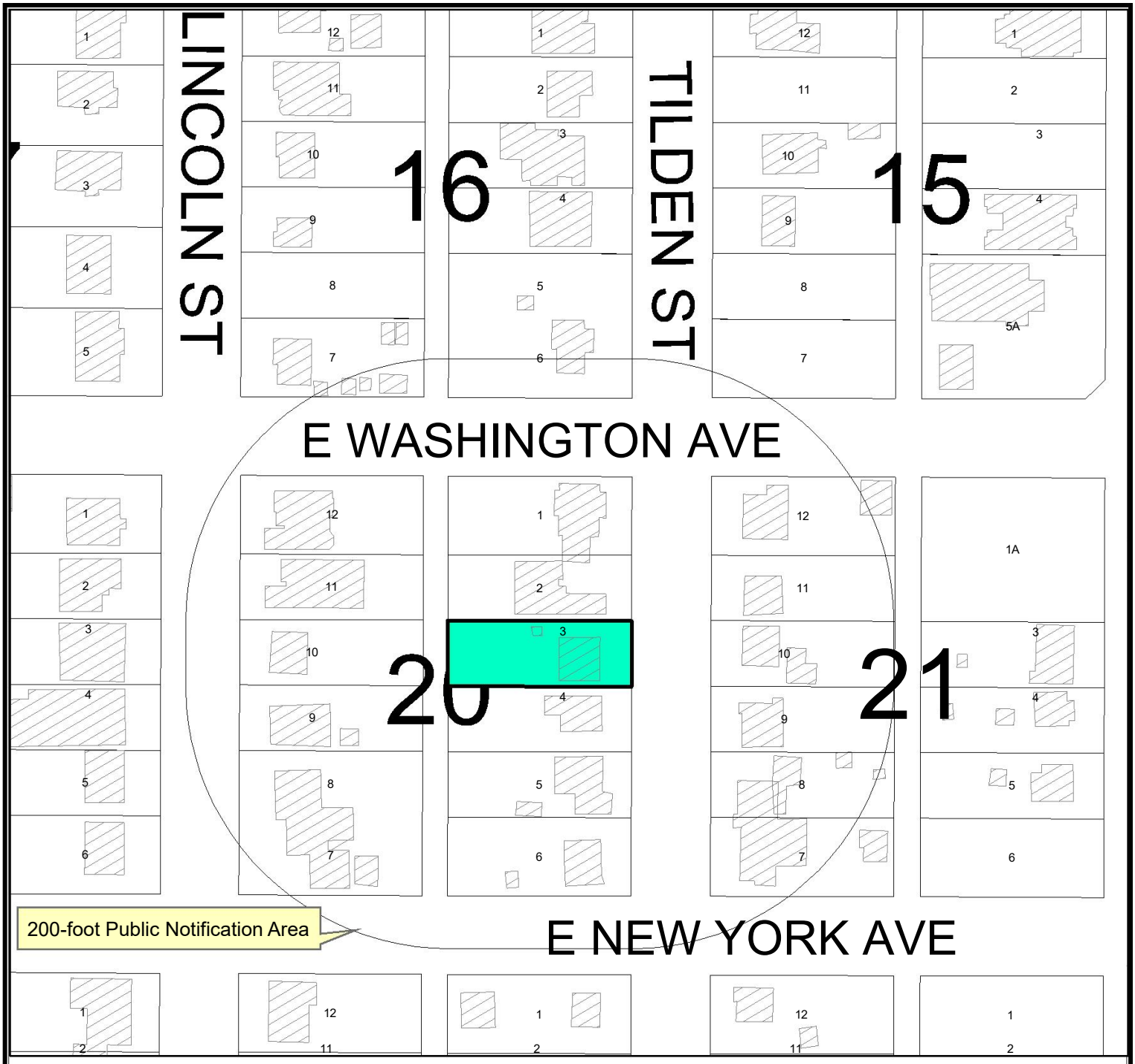
DRAWINGS PROVIDED BY:
Legado Construction Group

DATE:
9/9/2024

SCALE:

SHEET:
P-1


Addition
37'-11 3/8"
25'-10 1/2"
12'-0 7/8"
3'-9 15/16"
2'-5"
6'-10 5/16"
6'-3"
3'-1"
3'-2"
3 1/4"
2'-1 7/8"
BEDROOM
11'-5" X 10'-11"
2 - 2 X 12 12'
CLOSET
3'-11" X 2'-5"
CLOSET
3'-9" X 2'-5"
2 - 2x12 11'-3"
KITCHEN
10'-10" X 11'-0"
LAUNDRY
10'-1" X 11'-0"
BATH
5'-10" X 7'-4"
BEDROOM
9'-5" X 11'-0"
5'-3 1/2"
23'-7 7/16"
12'-2 7/16"
4'-10 7/16"
4'-11"
2'-5"
11'-5"
4'-6"
2'-5"
4'-7 15/16"
11'-6 15/16"
2'-9 7/8"
4'-7 7/16"
2'-5"
11'-4 1/2"
4'-4 1/16"
25'-9 5/16"
1'-5 1/16"
2'
1'-7 3/4"
3'-2"
3'-0 3/16"
10'-5"
11'-3"
6'-2 11/16"
10'-0 11/16"
LIVING AREA
922 SQ FT
REVISION TABLE
NUMBER DATE REVISED BY DESCRIPTION
DRAWINGS PROVIDED BY:
DATE:
9/9/2024
SCALE:
SHEET:



Location Map

Z-24-0390 **Scale: 1" = 1,307'**

Consider a request by Legado Construction Group LP, for a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District on Lot 3, Block 20, Greenwood Addition, Third, Fourth, And Fifth Sections, City and County of Midland, Texas.

Generally located on the west side of South Tilden Street, approximately 110 feet south of East Washington Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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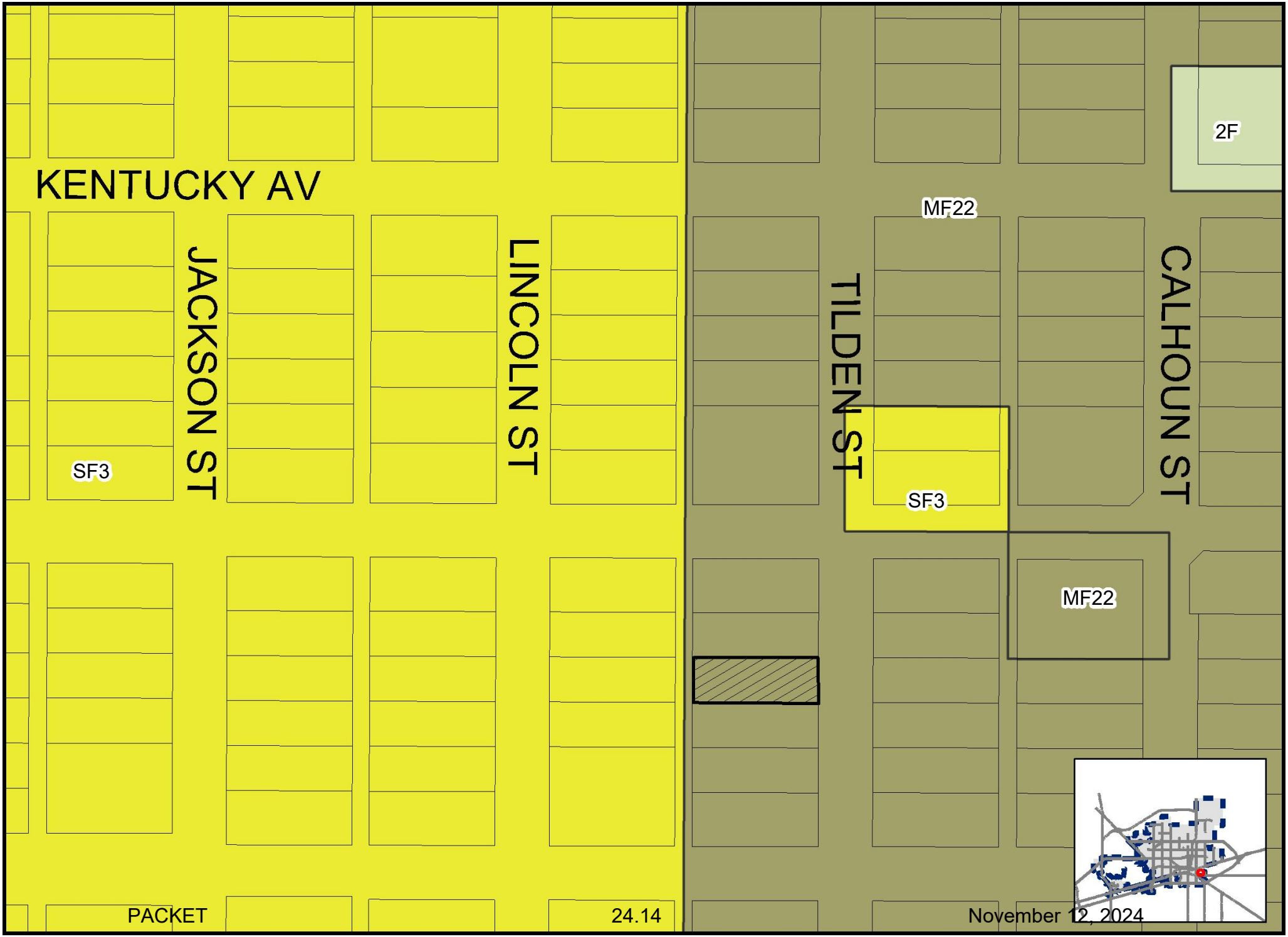

Map BQ, 09/25/2024

Z-24-0390

Scale: 1" = 1,606'

ZONING MAP

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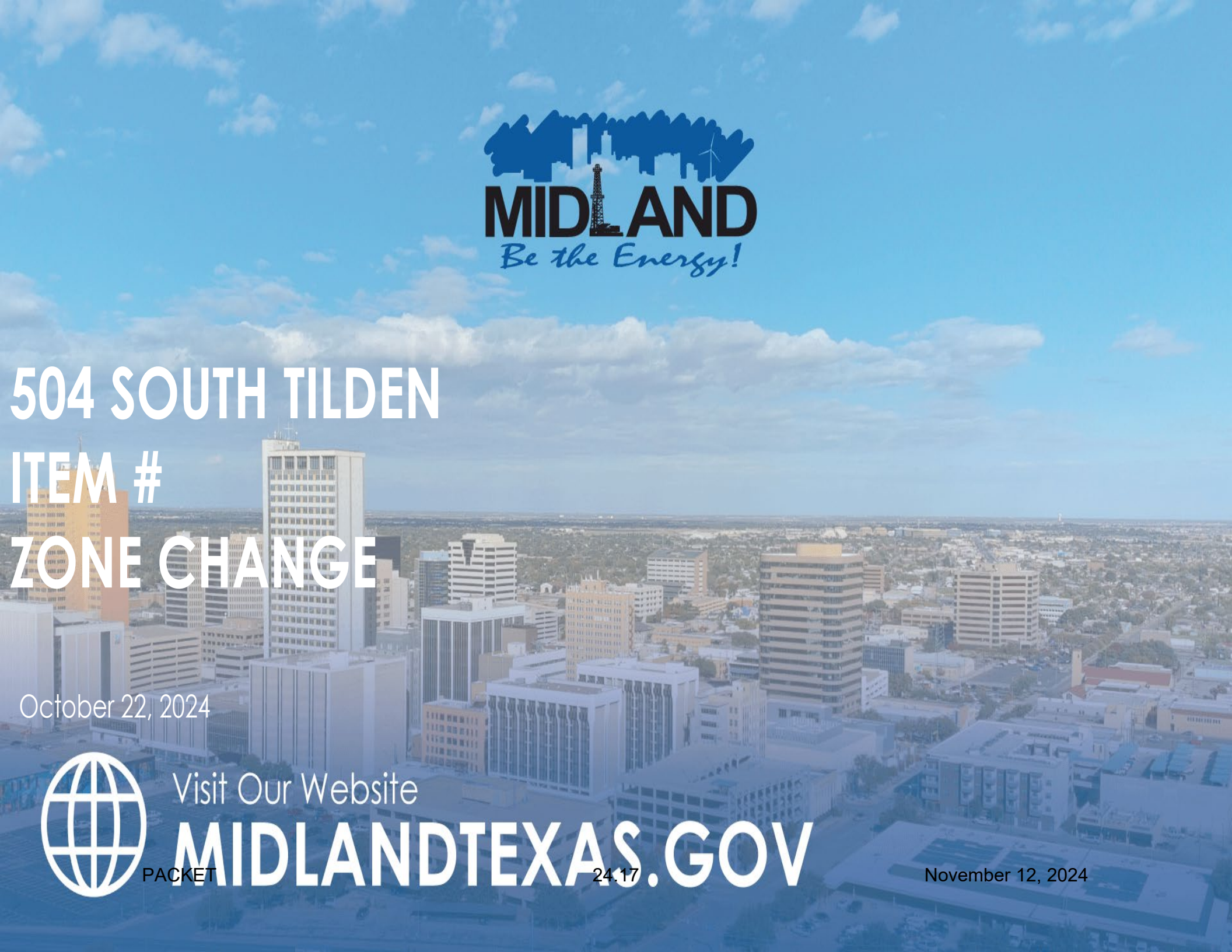
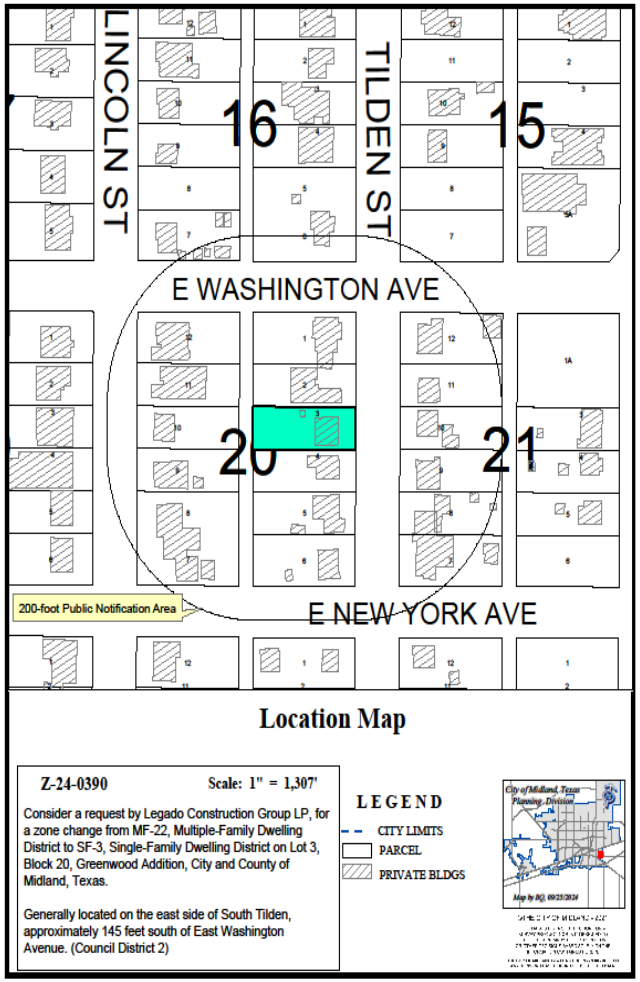
JACKSON ST
LINCOLN ST
TILDEN ST
CALHOUN ST
18
17
16
15
50
19
20
21


MIDLAND
Be the Energy!
504 SOUTH TILDEN
ITEM #
ZONE CHANGE
October 22, 2024
Visit Our Website
MIDLANDTEXAS.GOV

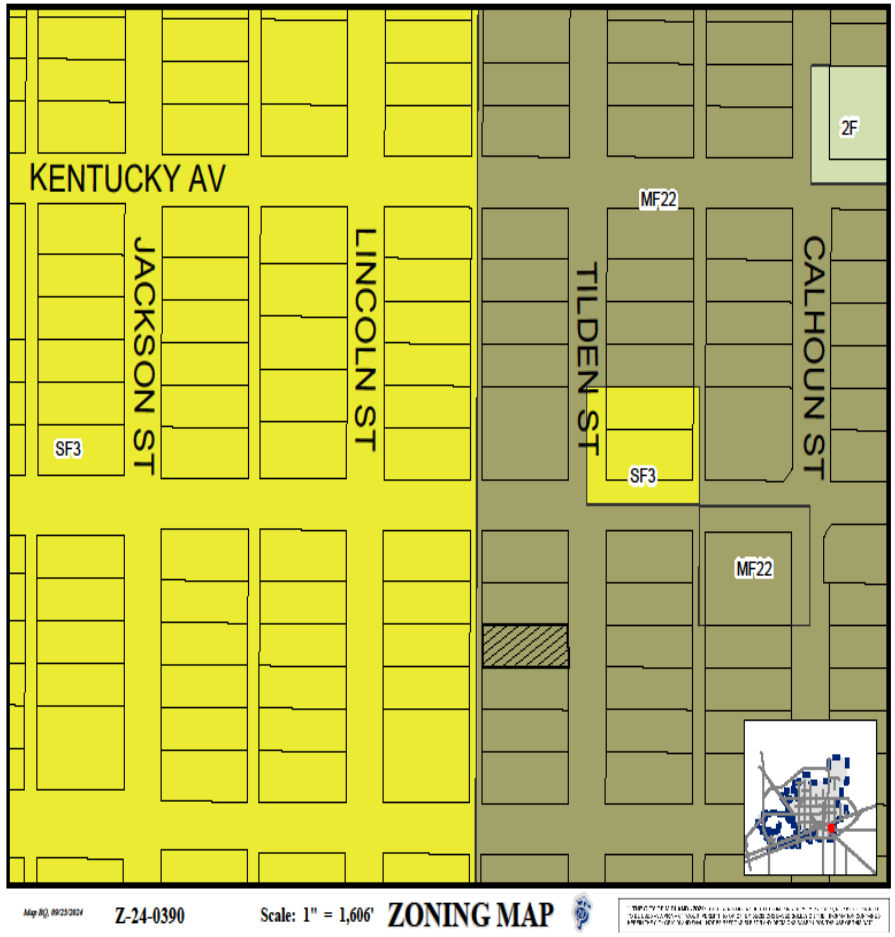
Application Summary

- **Property Owner:** Maribel G. Tavarez
- **Applicant:** [Legado Construction Group LP (acting on property owners' behalf)]
- Initial Zoning
- **Address:** 504 South Tilden (District 2)
- **Reason for Request:** To construct an addition to the current residential structure.



Zoning

- **Current Zoning:** MF-22, Multiple-Family Dwelling
- **Surrounding Zoning:**
  - North/East: MF-22, Multiple-Family Dwelling, SF-3, Single-Family Dwelling District, 2F, Two-Family Dwelling District
  - South: MF-22, Multiple-Family Dwelling, SF-3, Single-Family Dwelling District
  - West: SF-3, Single-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



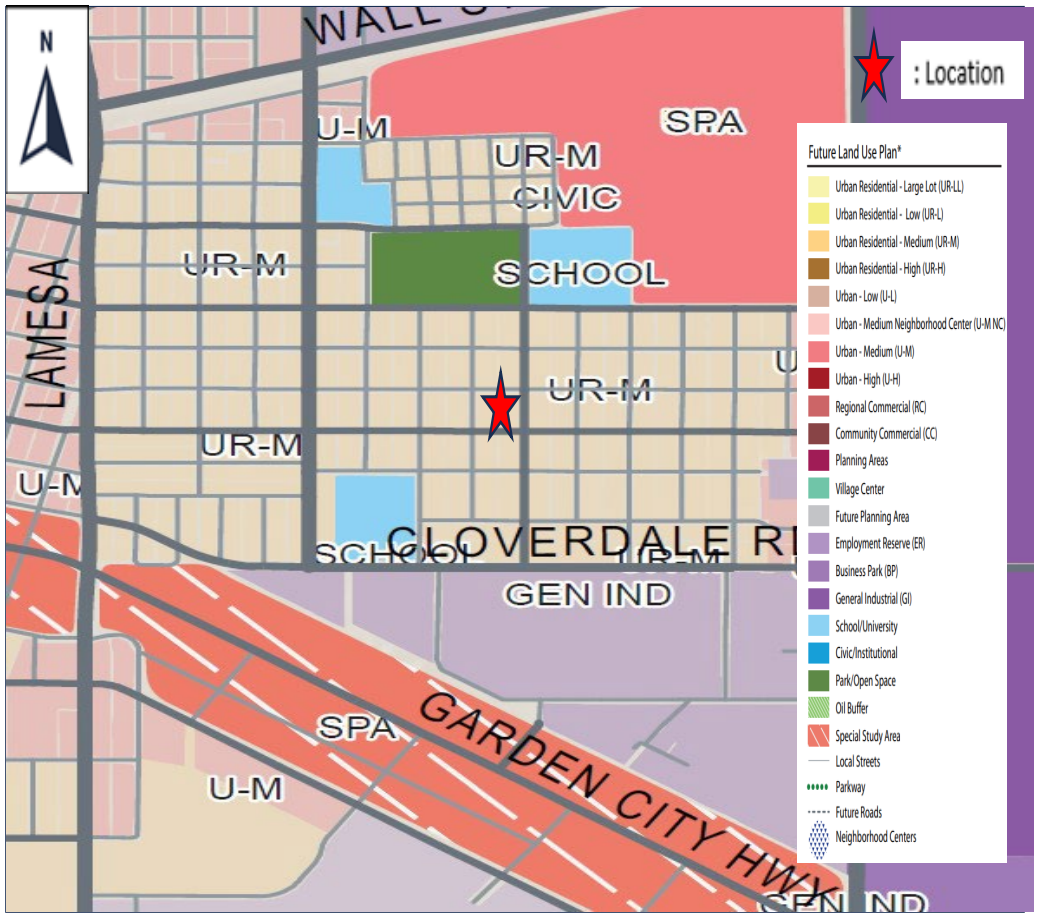
Land Use

- **Current Use of the Property:** Residential
- **Proposed Use of the Property:** Residential
- **Surrounding Uses:**
  - North: Residential
  - South: Residential
  - East: Residential
  - West: Residential

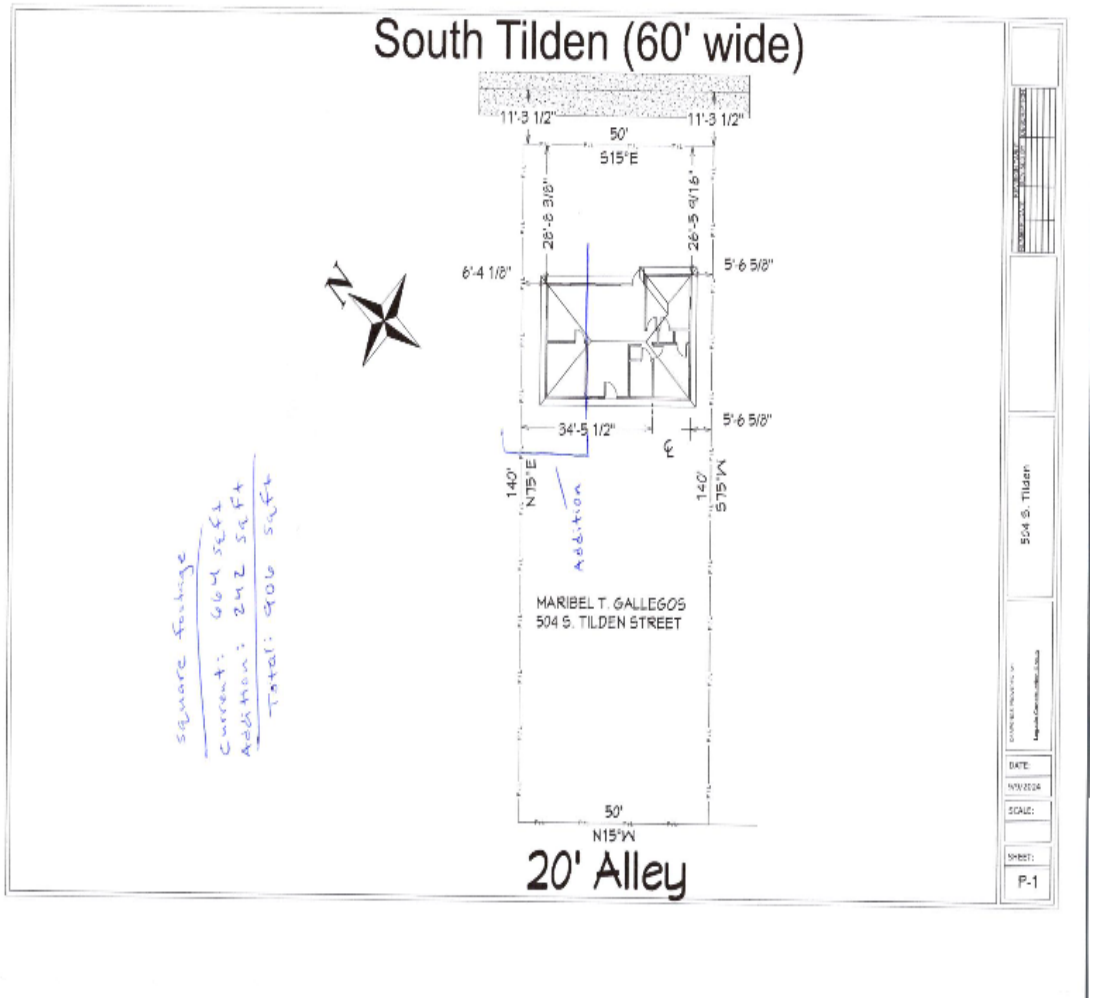
On South Tilden, Looking South

COMPREHENSIVE PLAN ANALYSIS

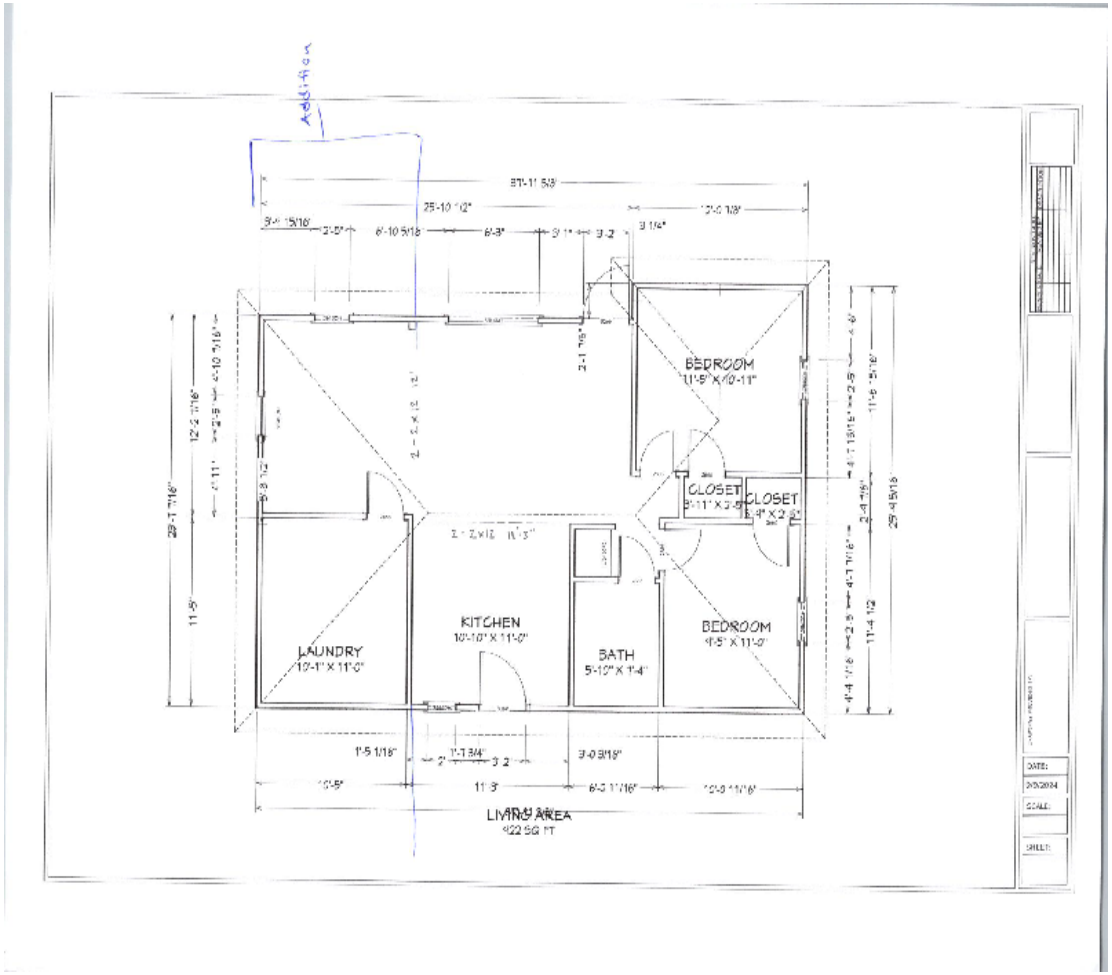
- **TCT Land Use Designation:** UR-M, Urban Residential - Medium
- **Supported Uses:**
  - Supports a mix of housing styles including single-family detached, single-family attached and town houses with limited multi-family developments with special review.
- **Request is compatible with the surrounding area and the Tall City Tomorrow Plan.**



MIDLAND Be the Energy!


South Tilden (60' wide)
11'-3 1/2"
11'-3 1/2"
50'
S15°E
28'-6 3/8"
26'-5 9/16"
6'-4 1/8"
5'-6 5/8"
5'-6 5/8"
34'-5 1/2"
140'
N75°E
140'
S75°W
Addition
MARIBEL T. GALLEGOS
504 S. TILDEN STREET
50'
N15°W
20' Alley
504 S. Tilden
DATE:
SCALE:
SHEET:
P-1

Site Plan


BEDROOM
CLOSET
CLOSET
KITCHEN
BATH
BEDROOM
LAUNDRY
LIVING AREA

Floor Plan

Staff's Recommendation

- No objections received.
- The Planning & Zoning Commission recommended approval of this request on October 7, 2024.
- Staff recommends APPROVAL of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

MISSION

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

City Council Meeting

Item Number: 25

Meeting Date: October 22, 2024, November 12, 2024

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET, APPROXIMATELY 171 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, George Bell, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District for future single-family residential development located at 805 South Lee Street.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City’s budget.

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north are zoned MF-22, Multiple-Family Dwelling District, and are currently residential and vacant lots. The properties to the south are zoned SF3, Single-Family Dwelling District and MF-22, Multiple-Family Dwelling District and are currently vacant lots. The property to the east is zoned MF-22, Multiple-Family Dwelling District with some SF3, Single-Family Dwelling District, and are currently all vacant lots. The west properties are SF3, Single-Family Dwelling District and MF-22, Multiple-Family Dwelling District and are currently vacant lots.

Analysis:

The subject property is zoned MF-22, Multiple-Family Dwelling District. The applicant is seeking this zone change in in order to construct a single-family home, which is not allowed in the MF-22 district. This vacant lot is located in a residential neighborhood that is developed with single-family homes. Changing this zoning would help the future residential development of this area. This lot does meet the requirements for the SF-3, Single-Family Dwelling District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, which designated this area as Urban Residential-Medium (UR-M). This designation calls for any single-family zoning district.

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

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Future plats will need to identify any Oil or Gas wells and include 500 ft. radius for a city permitted well or the 135 ft. radius for non-permitted well radius on plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments-No structure shall be built over an abandoned well.

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 issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

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 Planning and Zoning Commission recommended approval of this request on October 7, 2024.

Therefore, staff recommends approval of this Zone Change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

Letters of Objection:

As of October 18, 2024, staff has received zero letters of objection for this request.

Attachments:

Application
Survey
Maps
PowerPoint

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 18, BLOCK 61, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH LEE STREET, APPROXIMATELY 171 FEET SOUTH OF EAST CALIFORNIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 18, Block 61, Park Avenue Heights Addition, Section 2, 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., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-24-0393

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: George A. Bell		Phone (432) 296-1106 Email Pastorbell1@juno.com	
Address 409 S Main	City Midland	State TX	Zip 79701

Property Owner Printed Name: St. Andrews Investments		Phone (432) 296-1106 Email Pastorbell1@juno.com	
Address 409 S Main St.	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: 805 S Lee St.

Legal Description
Lot: 018 Block: 061 Subdivision: Park Avenue, Heights Sec 2

Current Zoning: MF22

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Lots are zoned for MF, But this zoning is outdated, the lots are sized for SF, and are not big enough for MF.

Present Use of Property: Vacant Lot

Proposed Use of Property: Build New Home – Affordable Housing

How would this zone change affect the public health, safety and welfare? Improve the community by providing affordable housing.

Describe how conditions affecting the property have changed since present zoning designation: Zoning is out dated lots are not big enough for Multible family housing.

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): George A. Bell	Date: 9-10-2024
Applicant (printed): George A. Bell	
Property Owner (signature): George A. Bell	Date: 9-10-2024
Property Owner (printed) : St. Andrews Investments	

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 George A. Bell who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by St. Andrews Inv., 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.

George A. Bell
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 10th day of September, 2024, to certify which witness my hand and seal of office.

Rosalind Perkins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

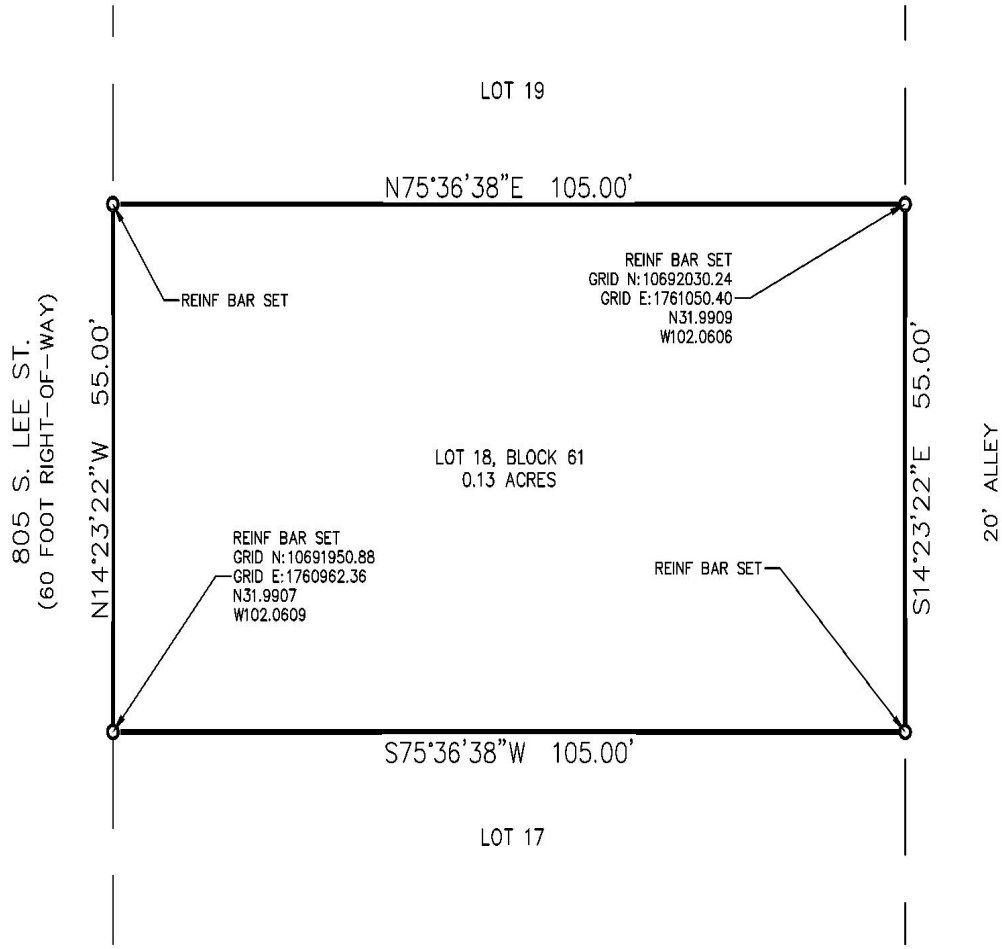
ROSALIND PERKINS
Notary Public, State of Texas
Comm. Expires 09-26-2027
Notary ID 12455**482

FOR OFFICE USE ONLY

☐ Property Owner Authorization
☐ ~~Application Fee~~ Waived.
Check #_____
☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By: Madeline Rayford
Date: RECEIVED SEP 10 2024 BY:

Application will not be considered for scheduling until reviewed by a planner.



NOTES:

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.

MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

Surveyor Certification

TO THE LIENHOLDERS, GREATER IDEAL BAPTIST CHURCH

(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 9TH DAY OF SEPTEMBER, 2024

STATE OF TEXAS
REGISTERED
RJ DAUM
4826
PROFESSIONAL
LAND SURVEYOR

RJ DAUM
TEXAS RPLS 4826

LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES

MAGRYM

800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500
Office (432) 684-5548

SURVEY

LOT 18, BLOCK 61,

PARK AVENUE ADDITION

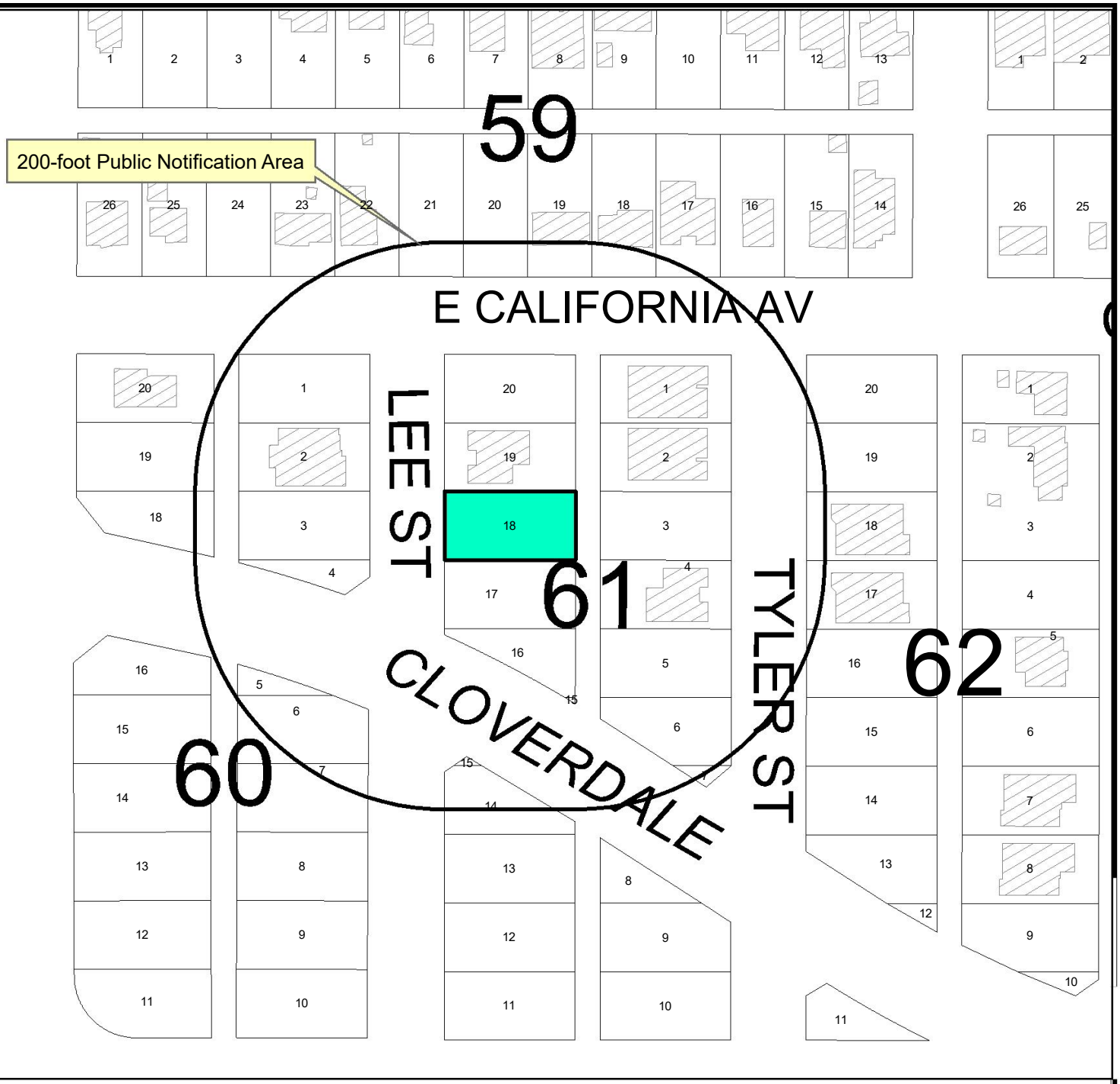
SECTION 2.

AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF

MIDLAND COUNTY, TEXAS

SCALE: 1" = 20'

PROJECT: 24-505
JOB NO.: 24-505



Location Map

Z-24-0393 **Scale: 1" = 117'**

Consider a request by George A. Bell for a zone change from MF22, Multiple-Family Dwelling District to SF3, Single-Family Dwelling District on Lot 18, Block 61, Park Avenue Heights Addition, Section 2, City and County of Midland, Texas.

Generally located on the east side of South Lee Street, approximately 171 feet south of East California Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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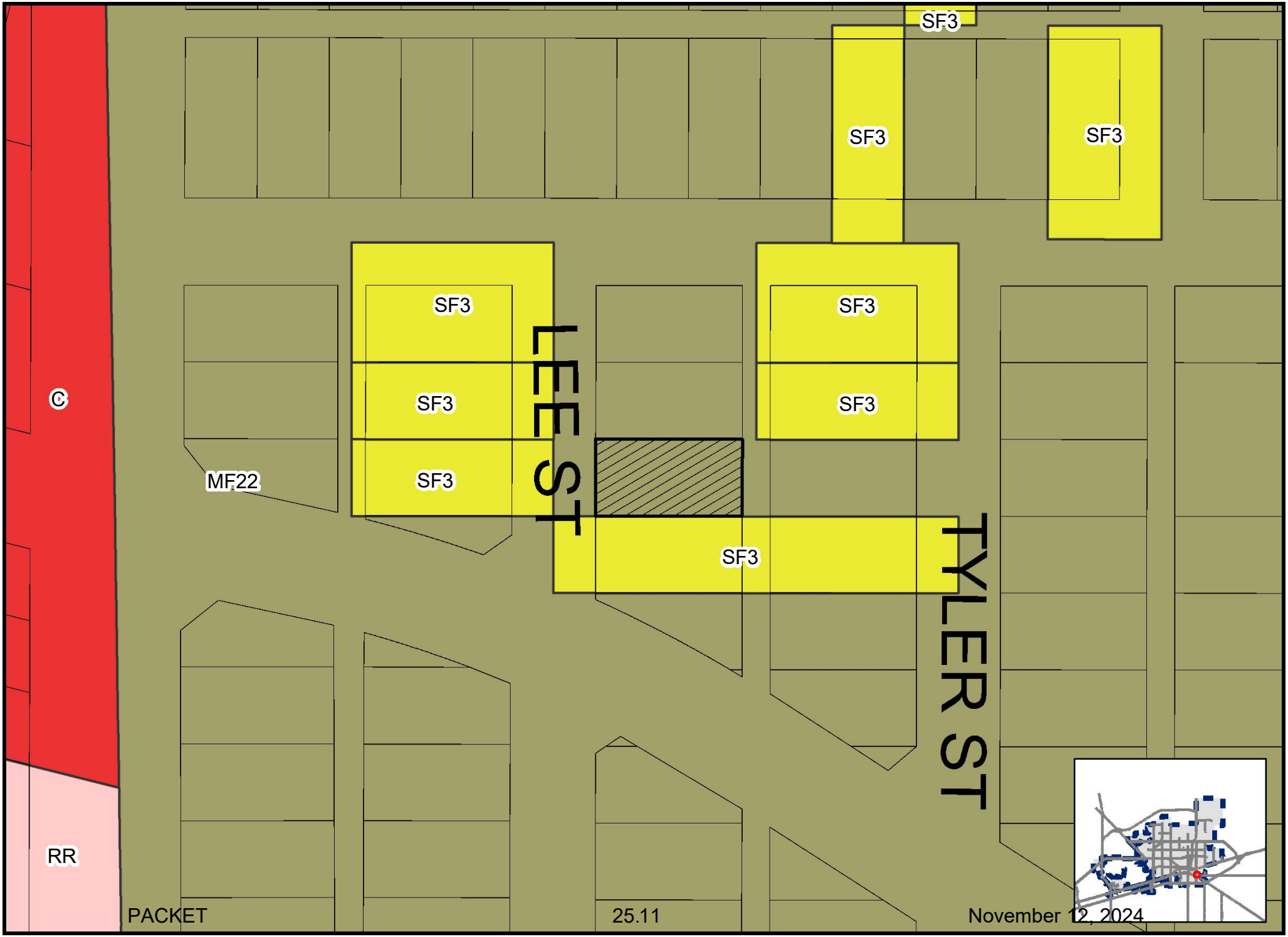

Map by MJ, 09/23/2024

Z-24-0393

Scale: 1" = 86'

ZONING MAP

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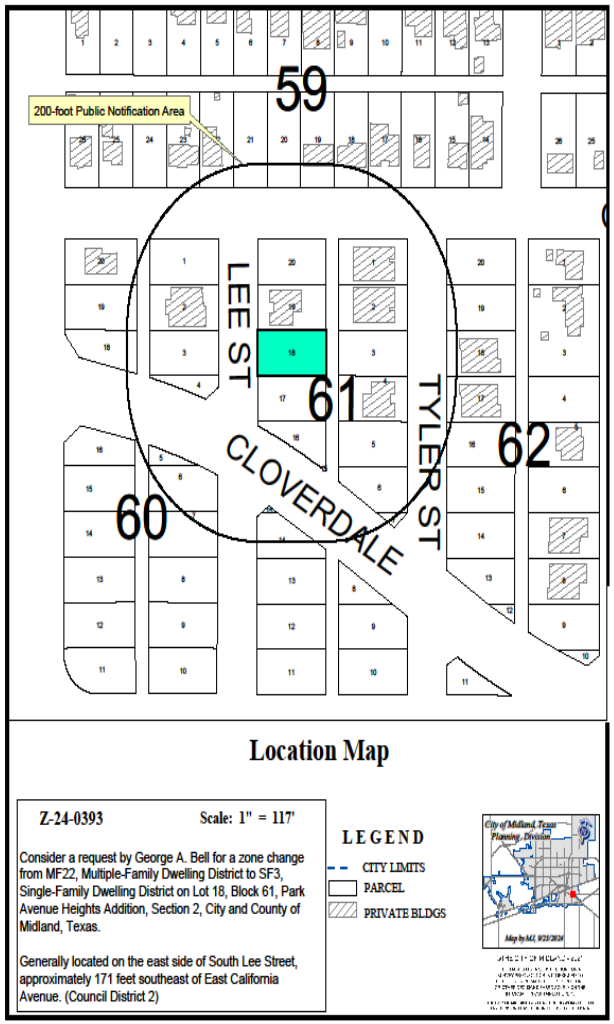
LEE ST
61
TYLER ST
62
60

MIDLAND
Be the Energy!
805 SOUTH LEE STREET
ZONE CHANGE
October 22, 2024
Visit Our Website
MIDLANDTEXAS.GOV

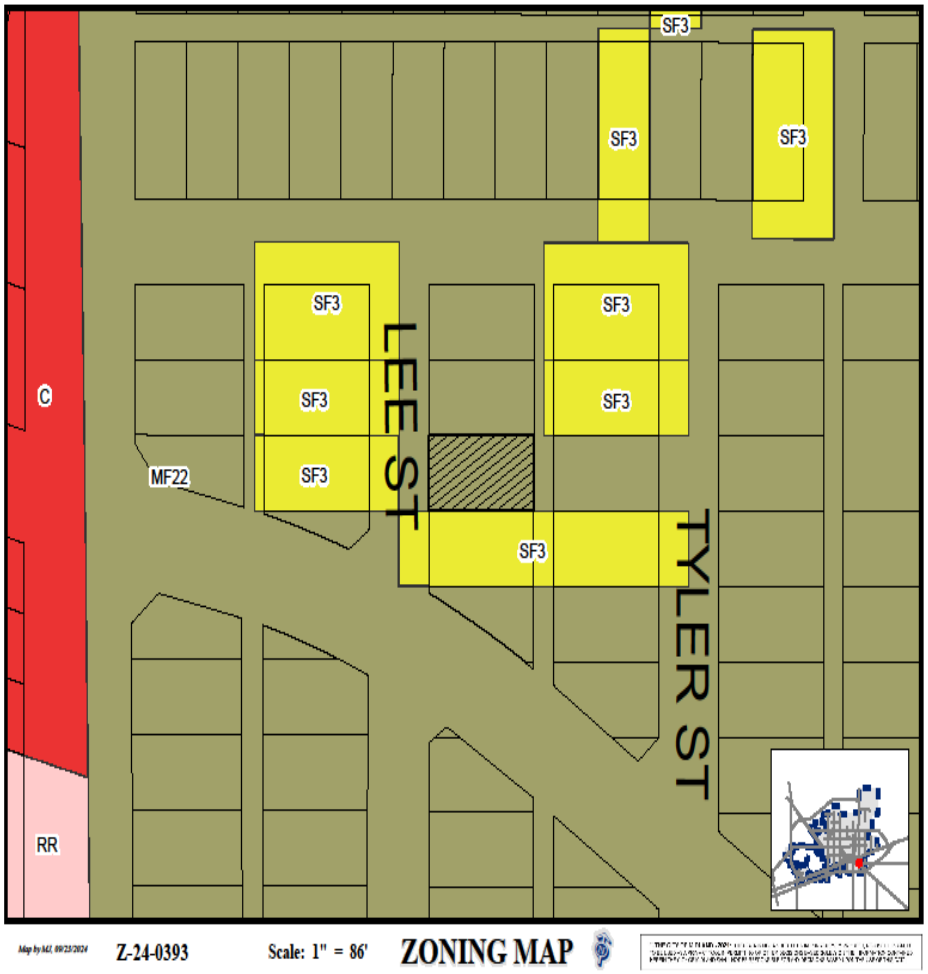
Application Summary

- **Property Owner:** St. Andrews Investments
- **Applicant:** George A. Bell
- Zone Change
- **Address:** 805 South Lee Street (District 2)
- **Reason for Request:** To allow for future single-family residential development



Zoning

- **Current Zoning:** MF-22, Multiple-Family Dwelling District
- **Surrounding Zoning:**
  - North: MF-22, Multiple-Family Dwelling District
  - South: SF-3, Single-Family Dwelling District
  - East: MF-22, Multiple-Family Dwelling District
  - West: SF-3, Single-Family Dwelling District
- **Proposed Zoning:** SF-3, Single-Family Dwelling District



Land Use

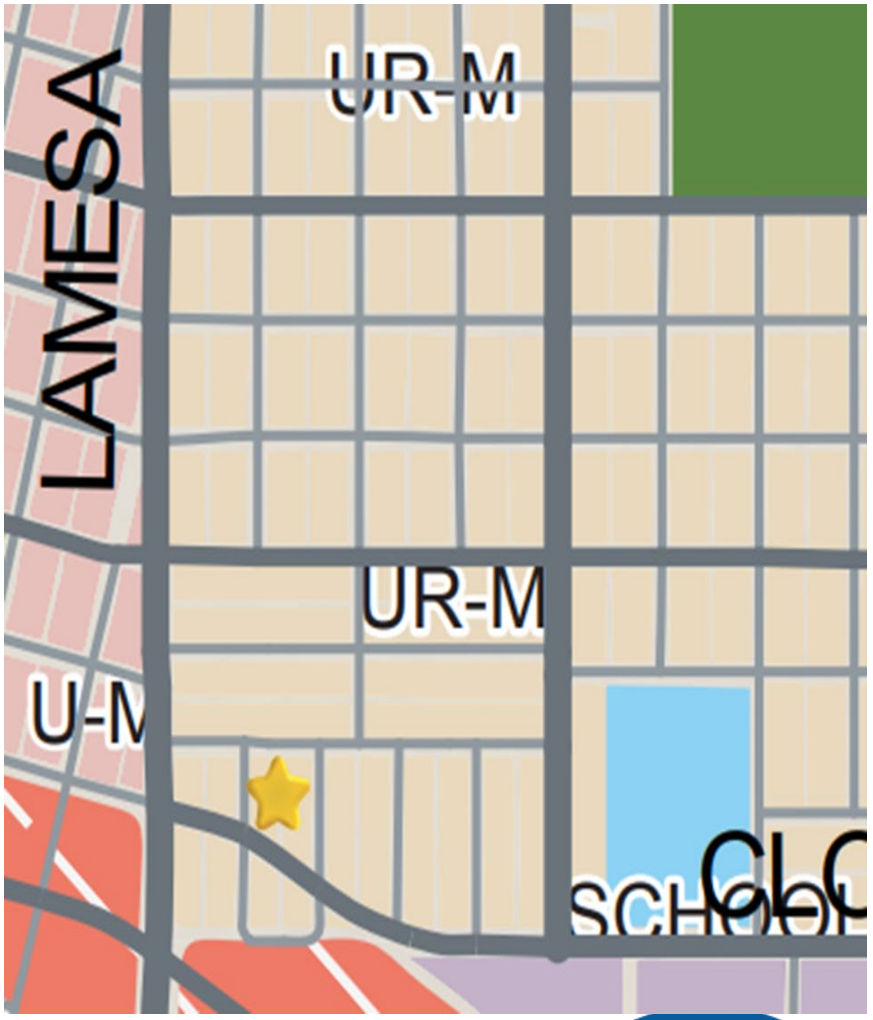
- **Current Use of the Property:** Vacant
- **Proposed Use of the Property:** Single-family dwelling
- **Surrounding Uses:**
  - North: Residencial
  - South: Vacant
  - East: Vacant
  - West: Vacant

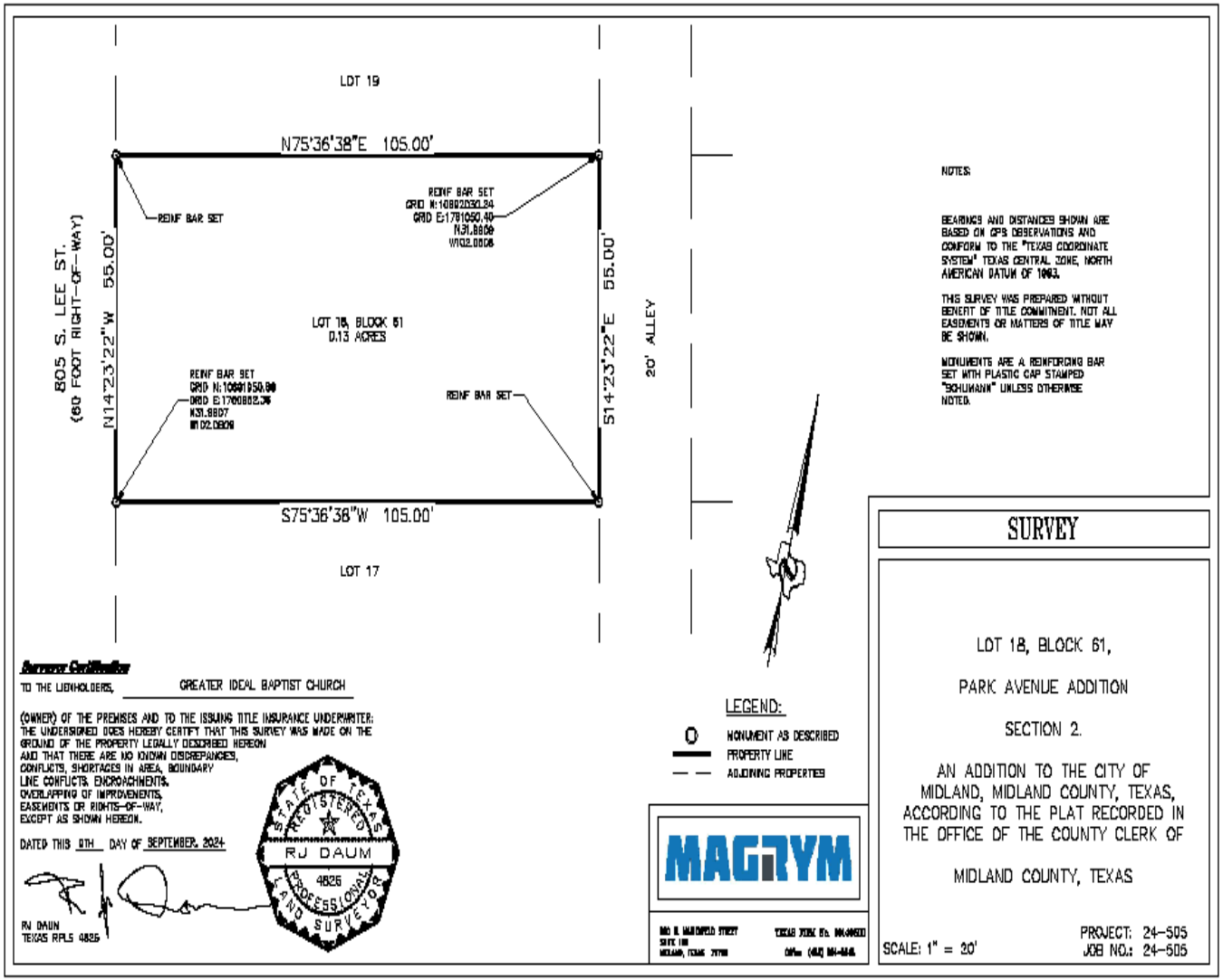
On South Lee Street, looking east.

Comprehensive Plan

- **TCT Land Use Designation:** Urban-Residential-Medium (UR-M)
- **Supported Uses:**
  - •Supports Restrictive land use, emphasizing a mix of housing styles including single-family detached, single-family attached, and townhouses.
  - •Limited multi-family development may be allowed with special review and criteria.
  - •Civic uses are generally allowed, with special permission for higher intensity uses.

•Request is compatible with the surrounding area and the Tall City Tomorrow Plan.




LOT 19
N75°36'38"E 105.00'
REINF BAR SET
REINF BAR SET
GRID N:10802030.34
GRID E:1781050.40
N31.8806
W102.0806
805 S. LEE ST.
(60 FOOT RIGHT-OF-WAY)
N14°23'22"W 55.00'
LOT 18, BLOCK 61
0.13 ACRES
REINF BAR SET
GRID N:10801850.88
GRID E:1780882.36
N31.8807
W102.0809
REINF BAR SET
S14°23'22"E 55.00'
20' ALLEY
S75°36'38"W 105.00'
LOT 17
NOTES:
BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF TITLE COMMITMENT. NOT ALL EASEMENTS OR MATTERS OF TITLE MAY BE SHOWN.
MONUMENTS ARE A REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.
Surveyor Certificate
TO THE LIENHOLDERS, GREATER IDEAL BAPTIST CHURCH
(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 9TH DAY OF SEPTEMBER, 2024.
STATE OF TEXAS
REGISTERED
RJ DAUM
4825
PROFESSIONAL
LAND SURVEYOR
RJ DAUM
TEXAS RPLS 4825
LEGEND:
MONUMENT AS DESCRIBED
PROPERTY LINE
ADJOINING PROPERTIES
MAGRYM
SURVEY
LOT 18, BLOCK 61,
PARK AVENUE ADDITION
SECTION 2.
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK OF
MIDLAND COUNTY, TEXAS
SCALE: 1" = 20'
PROJECT: 24-505
JOB NO.: 24-505

Survey

Staff's Recommendation

- No objections received.
- The Planning & Zoning Commission recommended approval of this request on October 7, 2024.
- Staff recommends APPROVAL of this zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District

MISSION

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

City Council Meeting

Item Number: 26

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Garrick Clayton, Oil and Gas Officer

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: CHAPARRAL 110 MIPA UNIT H110 LS; CHAPARRAL 110 MIPA UNIT H110 NB; CHAPARRAL 110 MIPA UNIT H110 SS; CHAPARRAL 110 MIPA UNIT H110 WB; CHAPARRAL 110 MIPA UNIT H115 WA; AND CHAPARRAL 110 MIPA UNIT H120 NW; SAID WELLS BEING GENERALLY LOCATED BETWEEN 1,992 FEET AND 2,027 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 620 FEET AND 670 FEET SOUTH OF W LOOP 250 N. (PUBLIC HEARING ONLY) (District 1) (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: CHAPARRAL 110 MIPA Unit H110 LS; CHAPARRAL 110 MIPA Unit H110 NB; CHAPARRAL 110 MIPA Unit H110 SS; CHAPARRAL 110 MIPA Unit H110 WB; CHAPARRAL 110 MIPA Unit H115 WA; and CHAPARRAL 110 MIPA Unit H120 NW; said wells being generally located between 1,992 feet and 2,027 feet east of north A street extension and between 620 feet and 670 feet south of W loop 250 N. (public hearing only). Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Permian Deep Rock Oil Co., LLC will be using 24 ft. tall sound walls around the perimeter of the location during drilling and fracing. In addition, a quiet type frac system that will utilize an electric frac fleet, with power generation equipment that will be staged on pad behind sound barriers. A closed loop system will be used for drilling operations so no reserve pits or cuttings will be kept on the property and the Tank Battery for these wells will be located in the county. Permian Deep Rock Oil Co., LLC is requesting the following variances:

(1) requests variance to spacing for a residence or commercial structure within 202 feet.
(2) requests variance for fencing to follow the Surface Use Agreement.
(3) request a variance to the landscaping and irrigation to follow Surface Use Agreement..
(4) requests to allow for 24hr fracing operations
(5) requests to remove drill cuttings from the location.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display

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
09/03/2024	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(6).]

***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: Chaparral 110 MIPA Unit H110LS

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: 2013' FNL & 655' 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 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 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 Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, 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
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

8/14/24

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

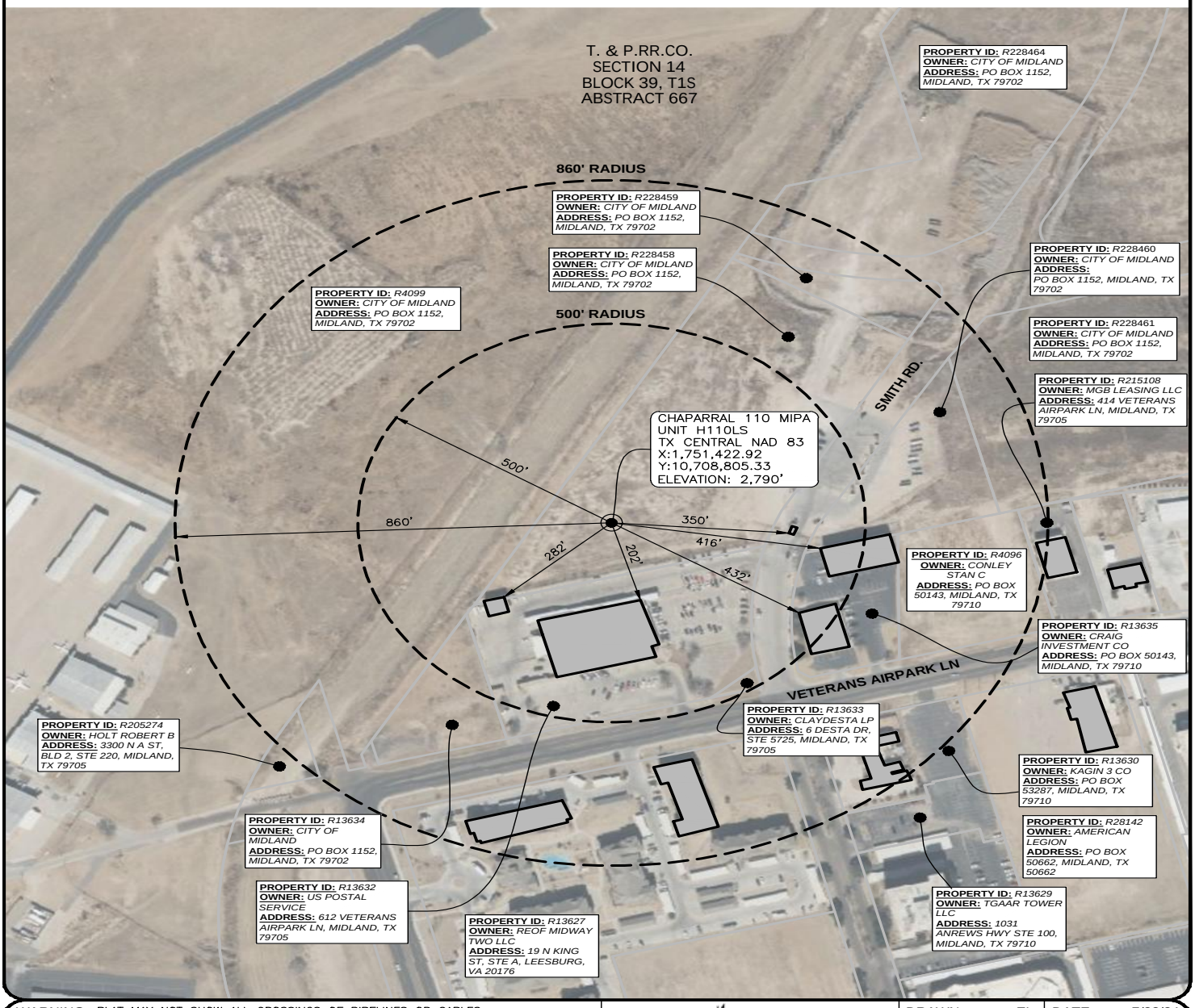
NOTES:

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 6-17-24

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 CHAPARRAL 110 MIPA UNIT H110LS

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 655' FSWL & 2,013' 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

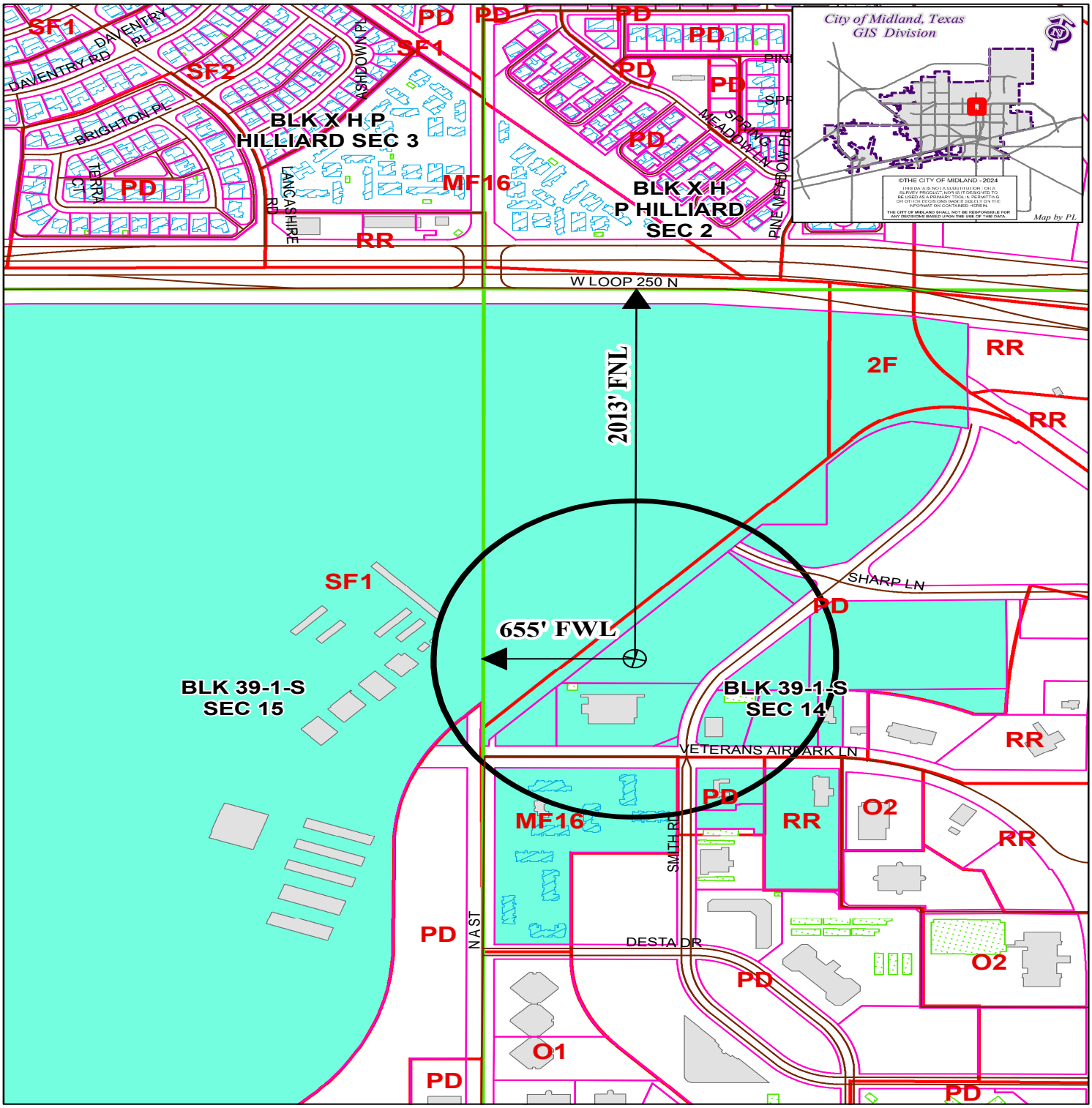
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	7/26/24	REVISIONS
02	8/14/24	REVISIONS

JOB NAME	CHAPARRAL 110 MIPA UNIT H110LS
JOB NO.	24005385

November 12, 2024



LOCATION AND ZONING MAP

Oil - 063562 - 2024 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2013' FNL and 655' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 655 feet east of North A Street extension and 2,013 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H110LS

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
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CLI	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
09/03/2024	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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See Exhibit "D"

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***ATTACHED AS EXHIBIT F* is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].**

IV. Well & Operations Information

Proposed Well Name: Chaparral 110 MIPA Unit H110NB

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: 2006' FNL & 620' 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)].**

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, 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
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

7/30/24

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

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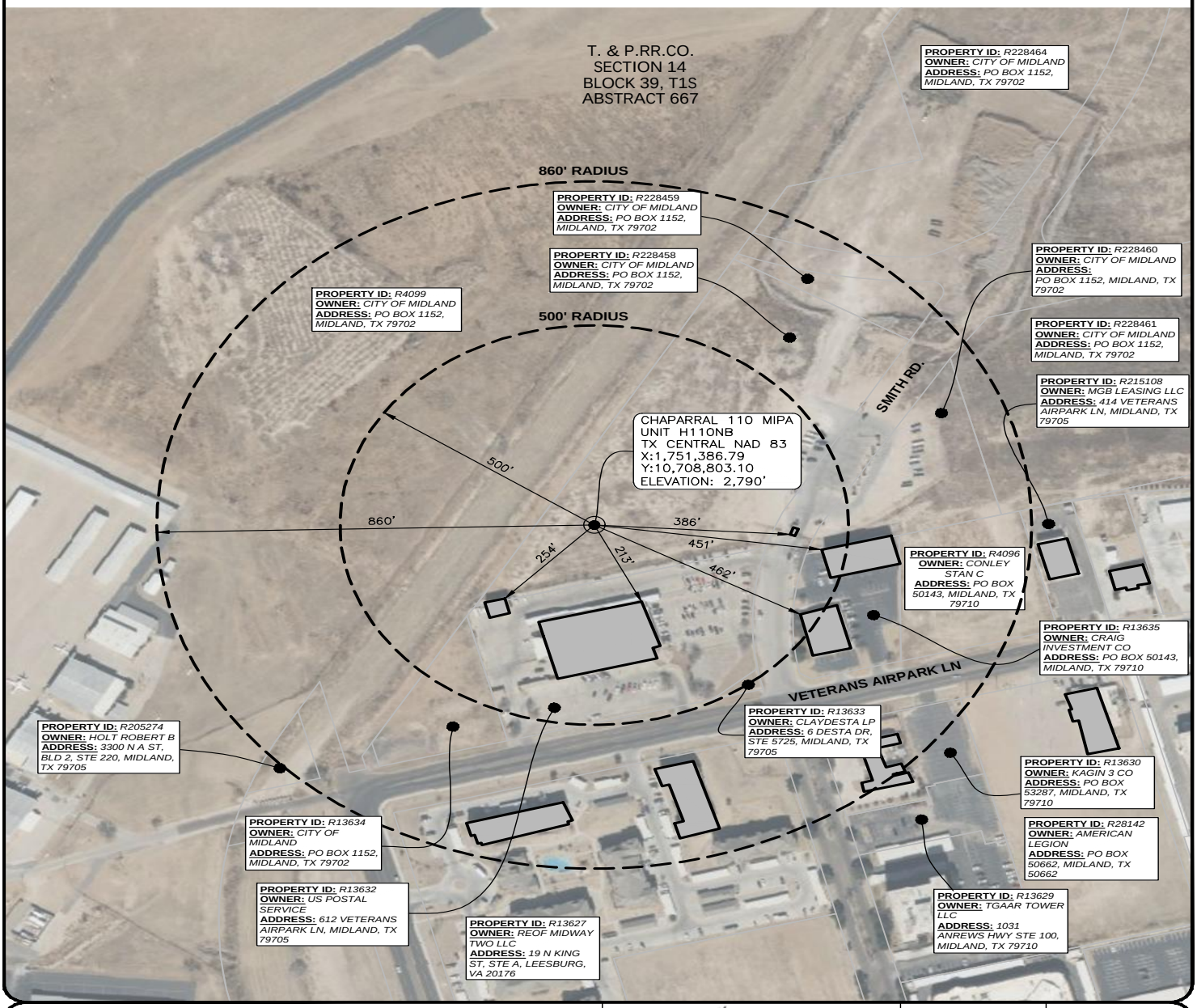
3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 6-17-24

SYMBOL LEGEND:

FIRE HYDRANT
STORM DRAIN MANHOLE
WATER VALVE

N
W E
S
0' 150' 300'



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WELL RADIUS

PROPOSED CHAPARRAL 110 MIPA UNIT H110NB

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 620' FSWL & 2,006' FNWL

NOTES:
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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.

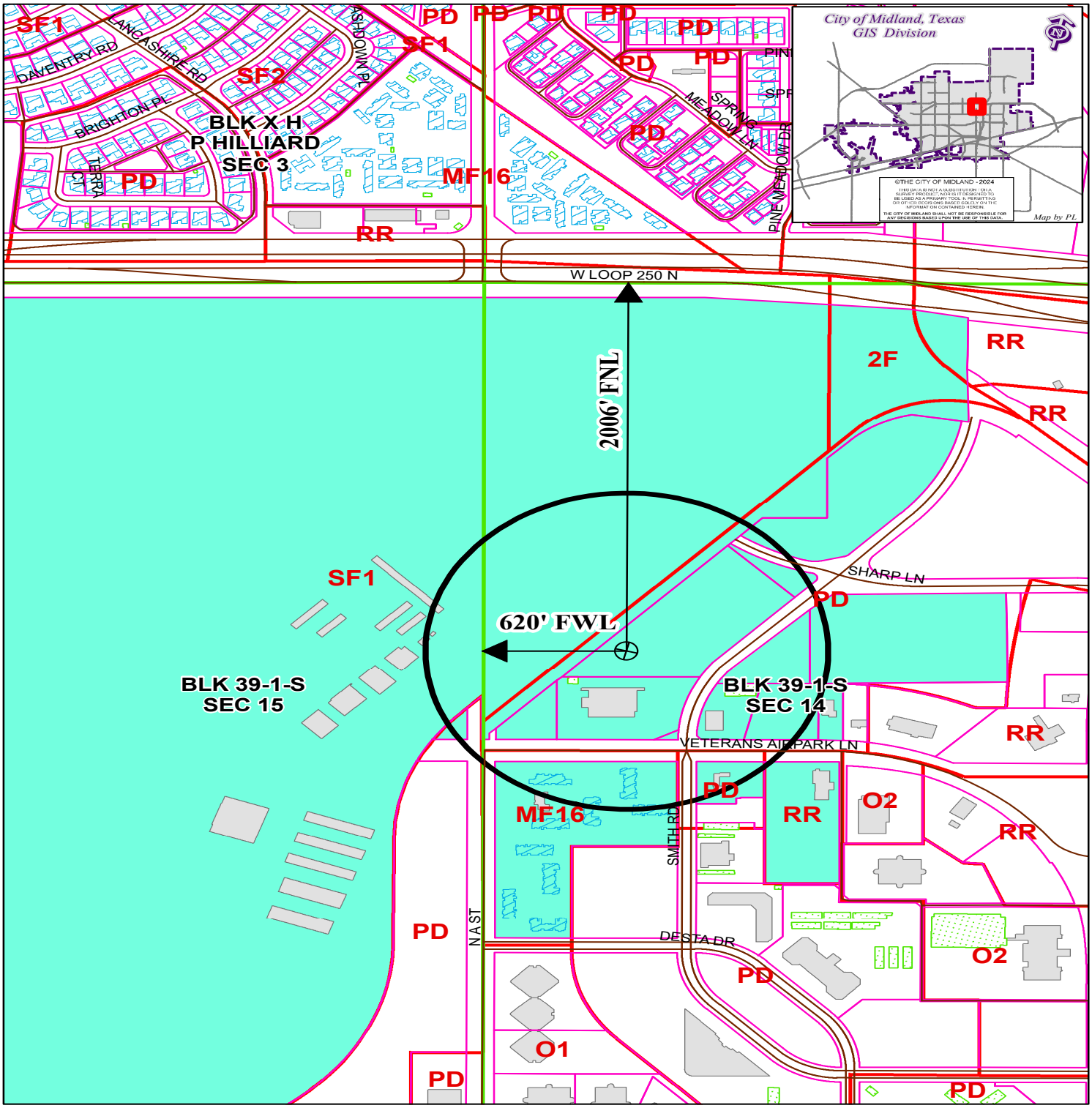
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	7/26/24	REVISIONS

JOB NAME	CHAPARRAL 110 MIPA UNIT H110NB
JOB NO.	24005385



LOCATION AND ZONING MAP

Oil - 063563 - 2024 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2006' FNL and 620' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 620 feet east of North A Street extension and 2,006 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H110NB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
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ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

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PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CBD, RC, LI-RC	CBD/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

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

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Date	Operator Name (must match W-1)	Operator Address
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Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
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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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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: 1978' FNL & 648' 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 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)].**

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***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 Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, 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
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

7/30/24

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

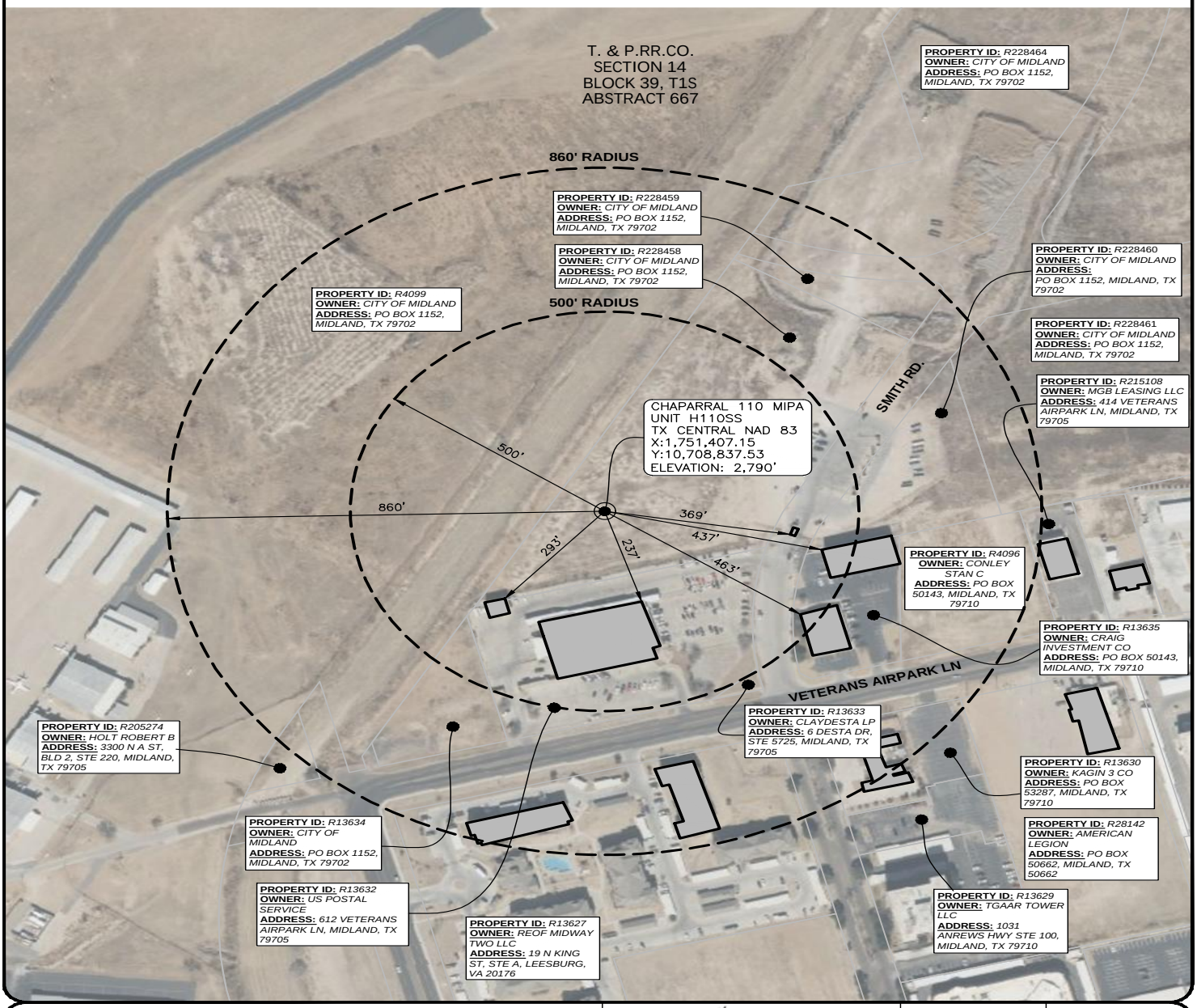
NOTES:

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 6-17-24

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 CHAPARRAL 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: 648' FSWL & 1,978' 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

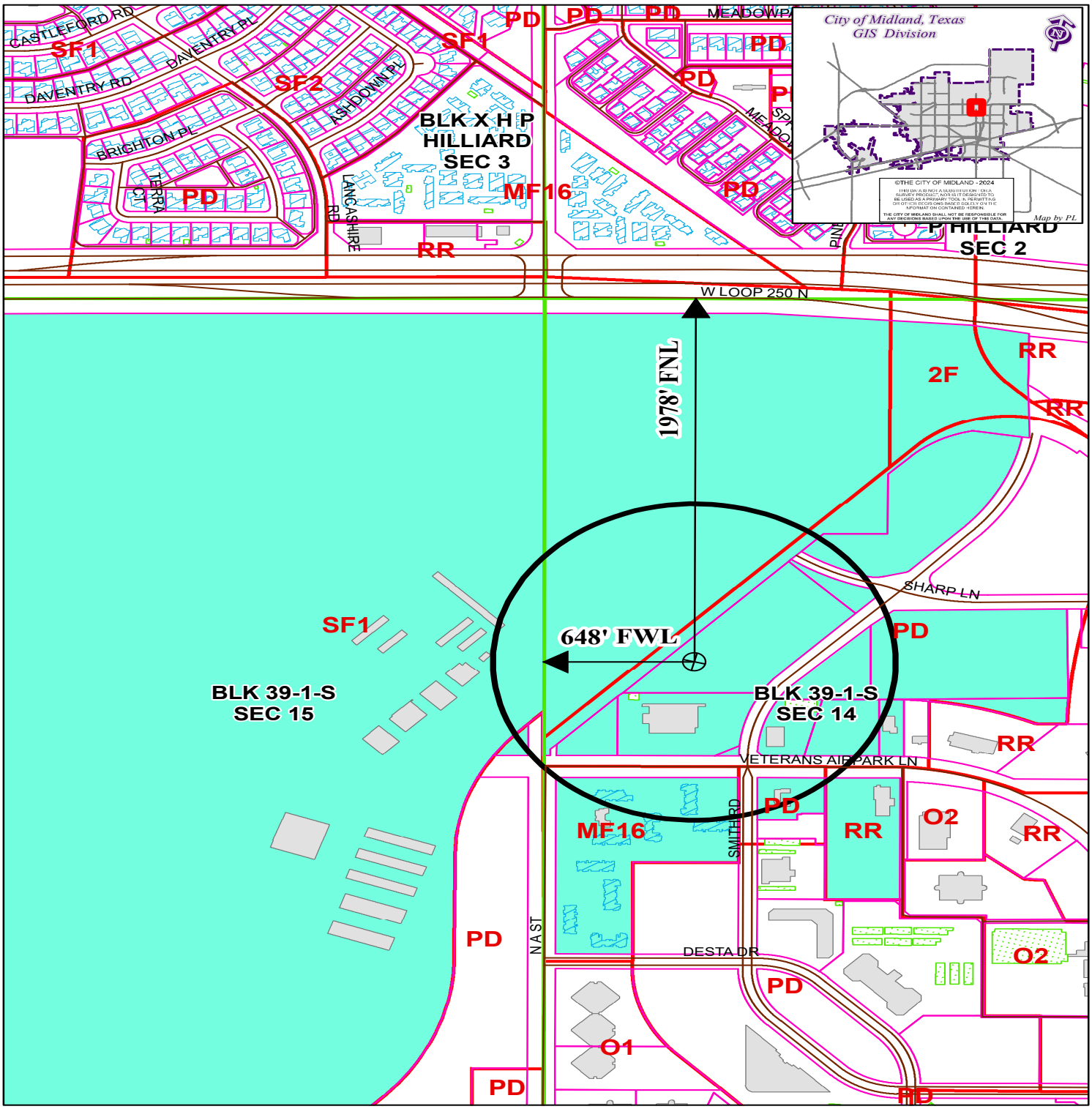
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	7/26/24	REVISIONS

JOB NAME	CHAPARRAL 110 MIPA UNIT H110SS
JOB NO.	24005385

BACKUP 26.19 November 12, 2024



LOCATION AND ZONING MAP

Oil - 063564 - 2024 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1978' FNL and 648' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 648 feet east of North A Street extension and 1,978 feet south of W Loop 250 N.

Chaparral 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
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
SF1, SF2, 1F3	ONE-FAMILY DWELLING	CBD, RC, LRC	CBD/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

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
09/03/2024	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: Chaparral 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: 1999' FNL & 670' 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 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)].**

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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 Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, 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
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

[S E A L]

Estella Peña
Notary Public, State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

7/30/24

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

NOTES:

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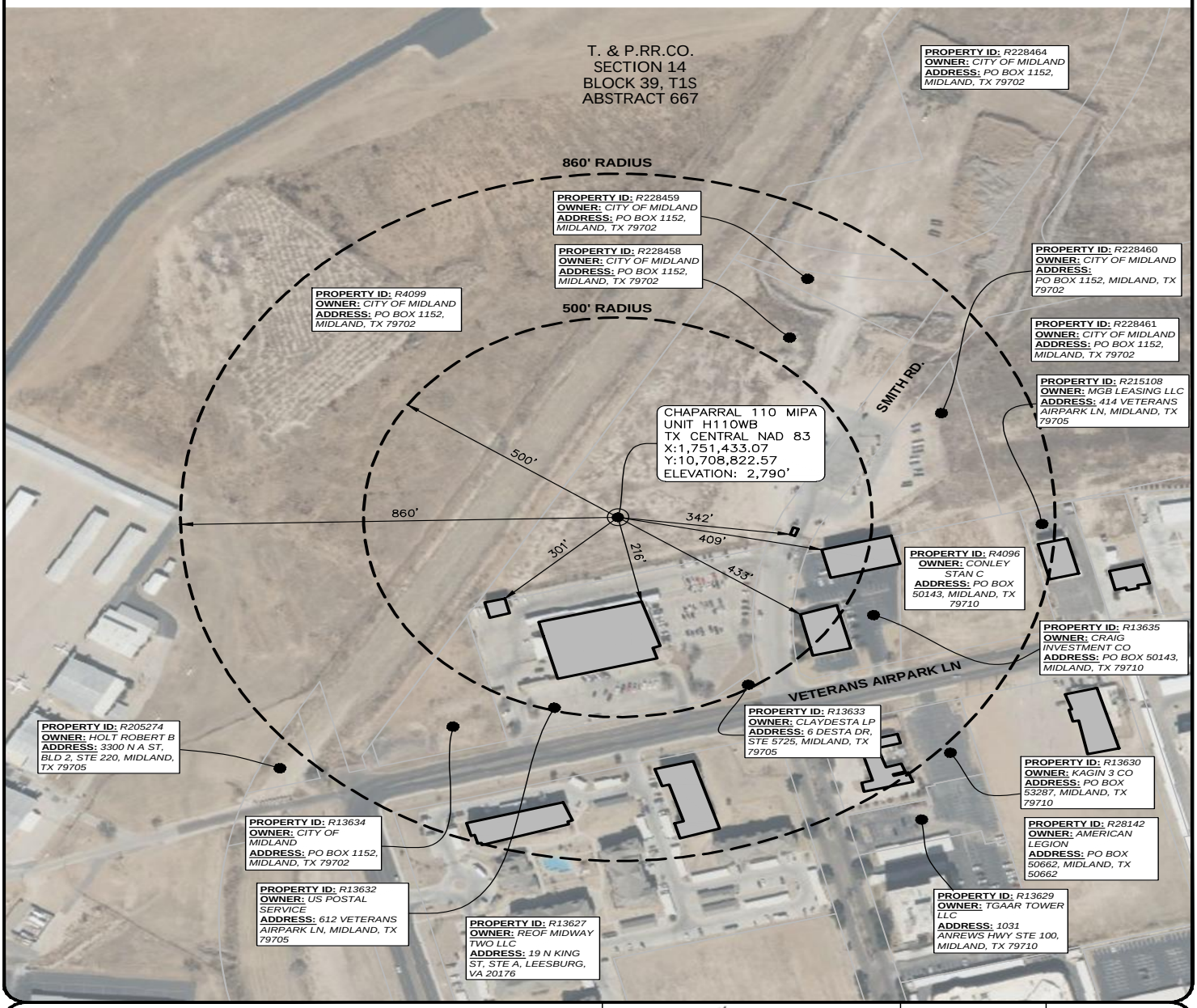
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 6-17-24

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N
W E
S
0' 150' 300'



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WELL RADIUS

PROPOSED CHAPARRAL 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: 670' FSWL & 1,999' 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

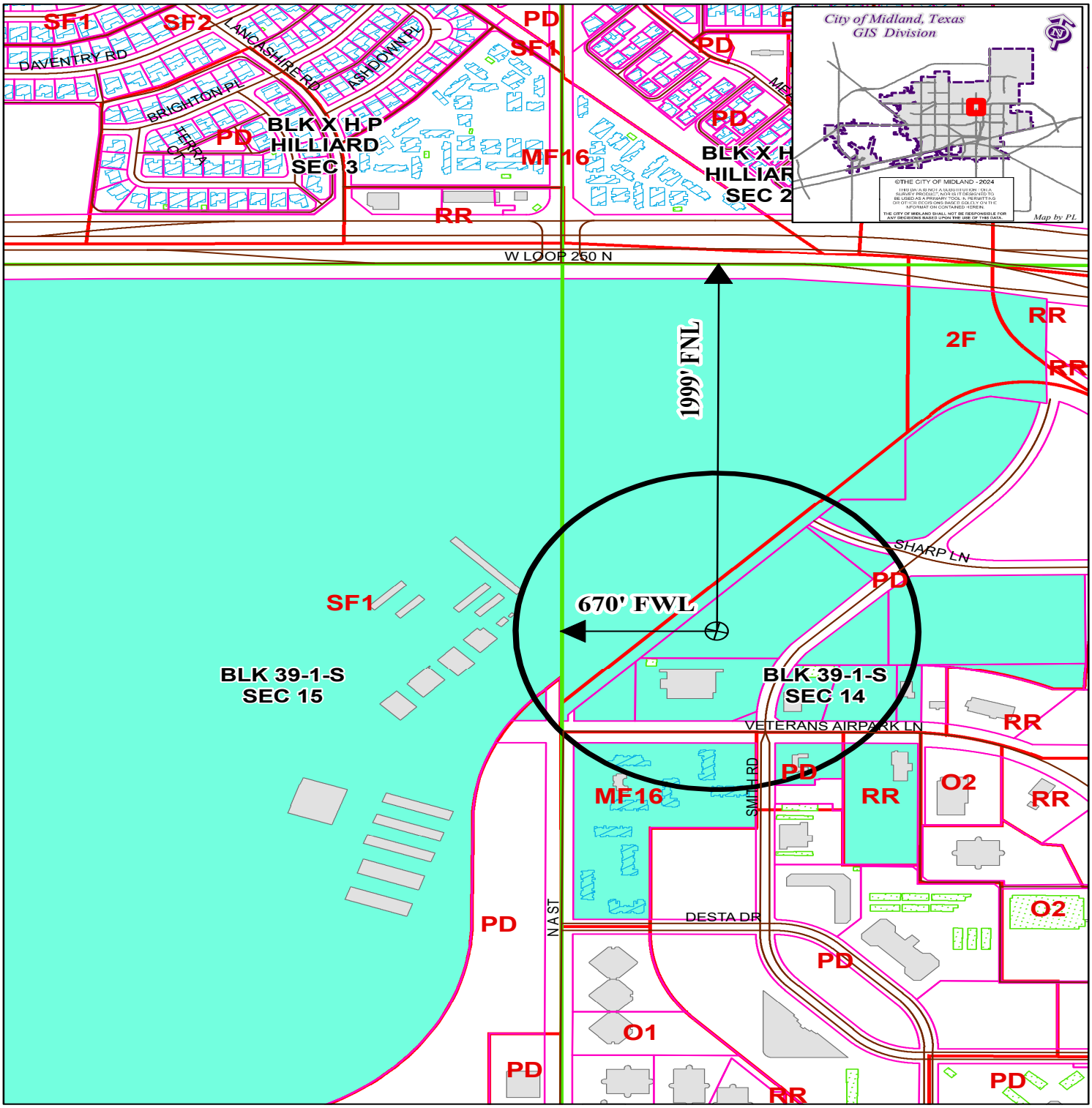
ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	7/26/24	REVISIONS

JOB NAME	CHAPARRAL 110 MIPA UNIT H110WB
JOB NO.	24005385

BACKUP 26.25 November 12, 2024



LOCATION AND ZONING MAP

Oil - 063565 - 2024 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1999' FNL and 670' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 670 feet east of North A Street extension and 1,999 feet south of W Loop 250 N.

Chaparral 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:

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PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMMERCIAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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
09/03/2024	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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Office buildings, City Collection Center, undeveloped pasture

See Exhibit "D"

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the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(6).

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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: Chaparral 110 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: 1992' FNL & 634' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, 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
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

7/30/24

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

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3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 6-17-24

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE

N
W E
S
0' 150' 300'

T. & P.RR.CO.
SECTION 14
BLOCK 39, T1S
ABSTRACT 667

860' RADIUS

500' RADIUS

CHAPARRAL 110 MIPA
UNIT H115WA
TX CENTRAL NAD 83
X:1,751,396.97
Y:10,708,820.31
ELEVATION: 2,790'

500'
860'
377'
444'
462'
274'
224'

SMITH RD.

VETERANS AIRPARK LN

PROPERTY ID: R228464
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152, MIDLAND, TX 79702

PROPERTY ID: R228459
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152, MIDLAND, TX 79702

PROPERTY ID: R228458
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152, MIDLAND, TX 79702

PROPERTY ID: R4099
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152, MIDLAND, TX 79702

PROPERTY ID: R228460
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152, MIDLAND, TX 79702

PROPERTY ID: R228461
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152, MIDLAND, TX 79702

PROPERTY ID: R215108
OWNER: MGB LEASING LLC
ADDRESS: 414 VETERANS AIRPARK LN, MIDLAND, TX 79705

PROPERTY ID: R4096
OWNER: CONLEY STAN C
ADDRESS: PO BOX 50143, MIDLAND, TX 79710

PROPERTY ID: R13635
OWNER: CRAIG INVESTMENT CO
ADDRESS: PO BOX 50143, MIDLAND, TX 79710

PROPERTY ID: R13633
OWNER: CLAYDESTA LP
ADDRESS: 6 DESTA DR, STE 5725, MIDLAND, TX 79705

PROPERTY ID: R205274
OWNER: HOLT ROBERT B
ADDRESS: 3300 N A ST, BLD 2, STE 220, MIDLAND, TX 79705

PROPERTY ID: R13630
OWNER: KAGIN 3 CO
ADDRESS: PO BOX 53287, MIDLAND, TX 79710

PROPERTY ID: R13634
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152, MIDLAND, TX 79702

PROPERTY ID: R28142
OWNER: AMERICAN LEGION
ADDRESS: PO BOX 50662, MIDLAND, TX 50662

PROPERTY ID: R13632
OWNER: US POSTAL SERVICE
ADDRESS: 612 VETERANS AIRPARK LN, MIDLAND, TX 79705

PROPERTY ID: R13629
OWNER: TGAAR TOWER LLC
ADDRESS: 1031 ANREWS HWY STE 100, MIDLAND, TX 79710

PROPERTY ID: R13627
OWNER: REOF MIDWAY TWO LLC
ADDRESS: 19 N KING ST, STE A, LEESBURG, VA 20176

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED CHAPARRAL 110 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: 634' FSWL & 1,992' 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.

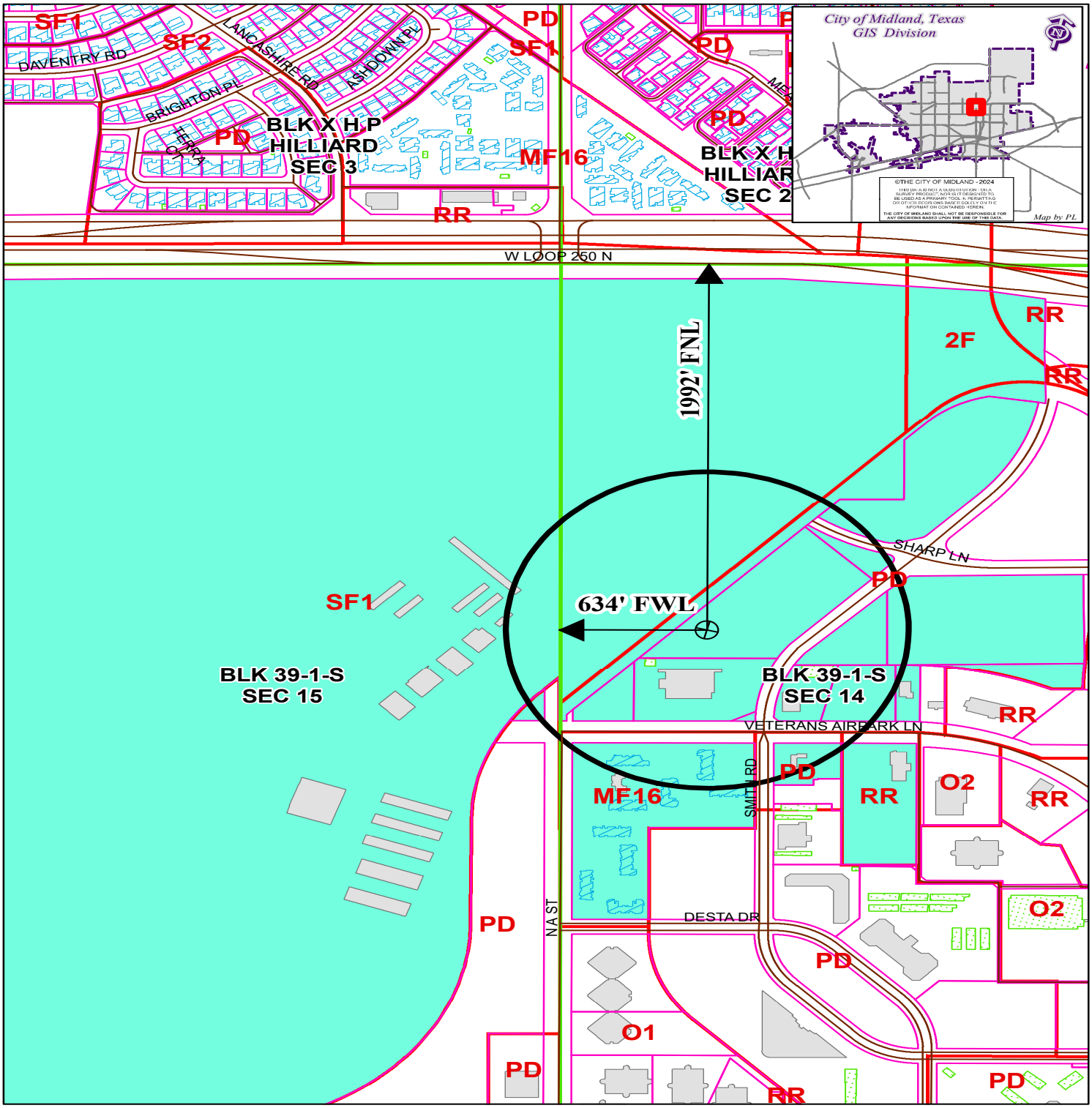
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	7/26/24	REVISIONS

JOB NAME	CHAPARRAL 110 MIPA UNIT H115WA
JOB NO.	24005385



LOCATION AND ZONING MAP

Oil - 063567 - 2024 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1992' FNL and 634' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 634 feet east of North A Street extension and 1,992 feet south of W Loop 250 N.

Chaparral 110 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	O1, O2	OFFICE
RE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
RR, 1F1, 1F2, 1F3	ONE-FAMILY DWELLING	CR1, CR2, CR3	COMM 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

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
09/03/2024	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: Chaparral 110 MIPA Unit H120NW

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: 2027' FNL & 641' 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 Co.
[NAME OF COMPANY]

By _____
Its General Manager

State of Texas)

County of Midland)

, 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
My Commission Expires
August 03, 2025
NOTARY ID 13123361-8

Estella Peña
Notary Public, State of Texas

[S E A L]

STATE OF TEXAS
REGISTERED
WILLIAM S ABRAHAM
2052
PROFESSIONAL
LAND SURVEYOR

7/30/24

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

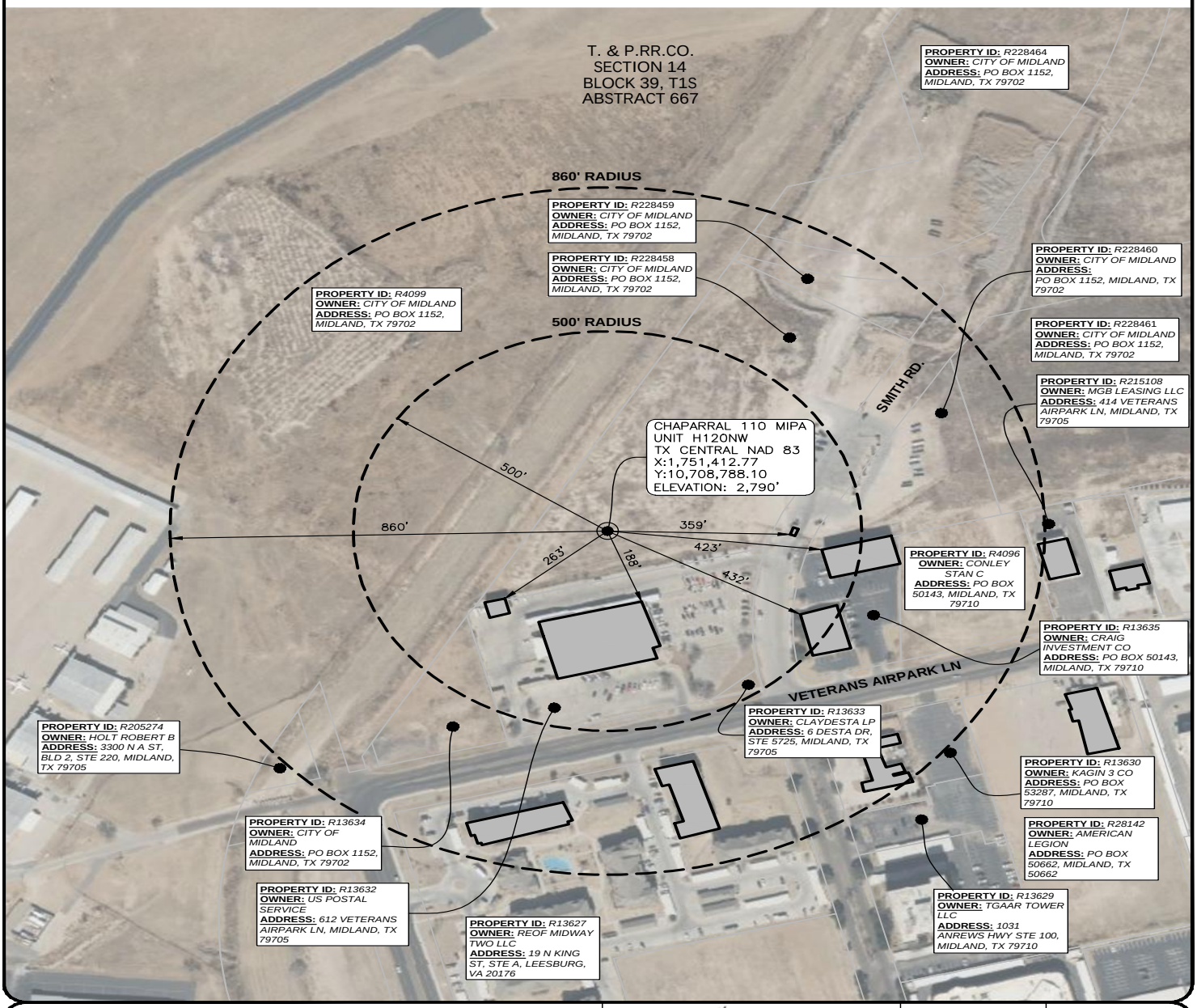
NOTES:

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 6-17-24

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 CHAPARRAL 110 MIPA UNIT H120NW

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 641' FSWL & 2,027' 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.

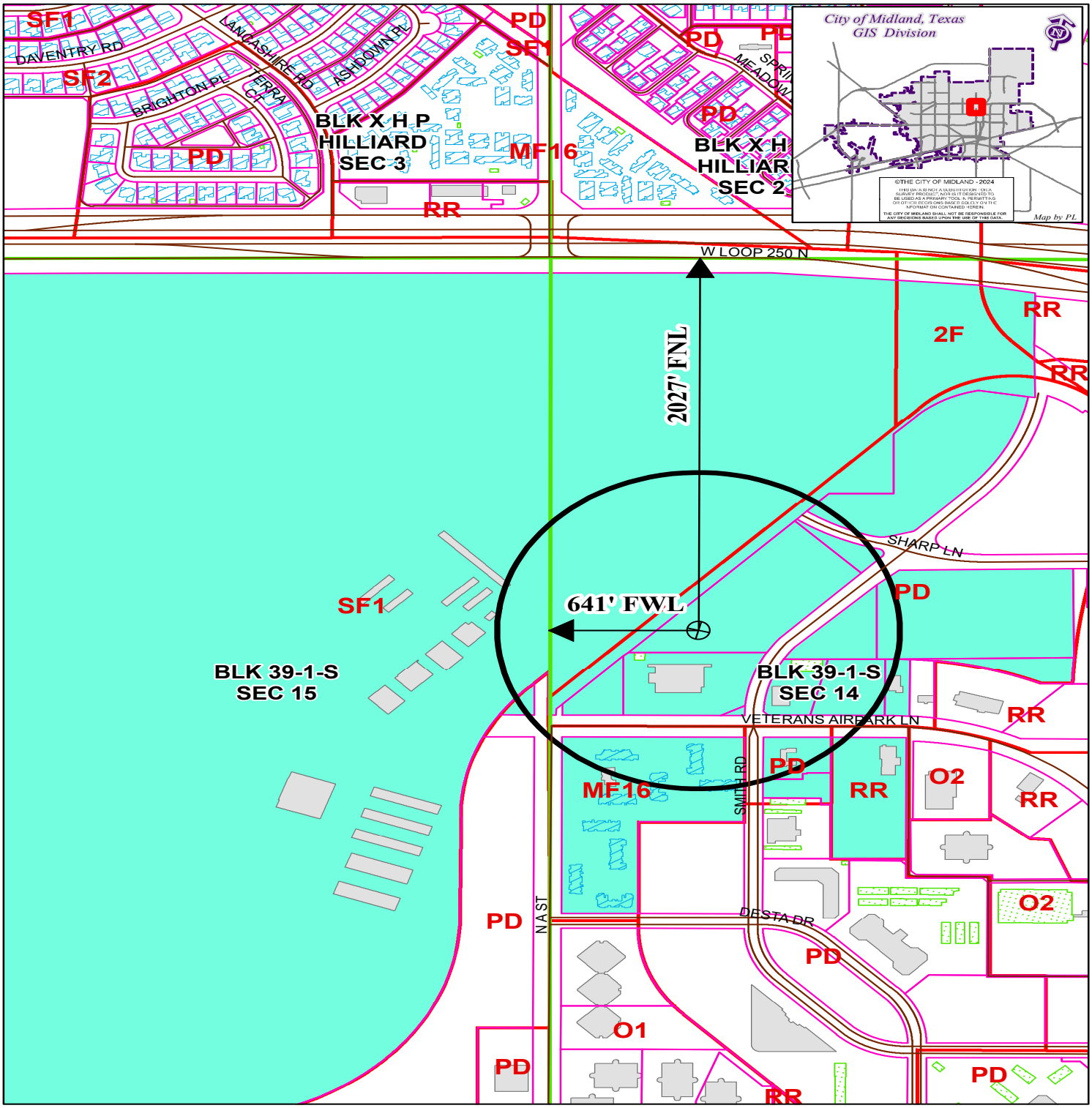
PERMIAN DEEP ROCK OIL COMPANY

ATWELL
866.850.4200 www.atwell-group.com
10100 Reunion Place, Suite 700
San Antonio, Texas 78216
TBPLS FIRM # 10194153

DRAWN	EL	DATE	7/22/24
CHECKED	MA	DATE	7/23/24
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4

REV#	DATE	DESC.
01	7/26/24	REVISIONS

JOB NAME	CHAPARRAL 110 MIPA UNIT H120NW
JOB NO.	24005385



LOCATION AND ZONING MAP

Oil - 063568 - 2024 **Scale: 1" = 600'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 2027' FNL and 641' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 641 feet east of North A Street extension and 2,027 feet south of W Loop 250 N.

Chaparral 110 MIPA Unit H120NW

LEGEND

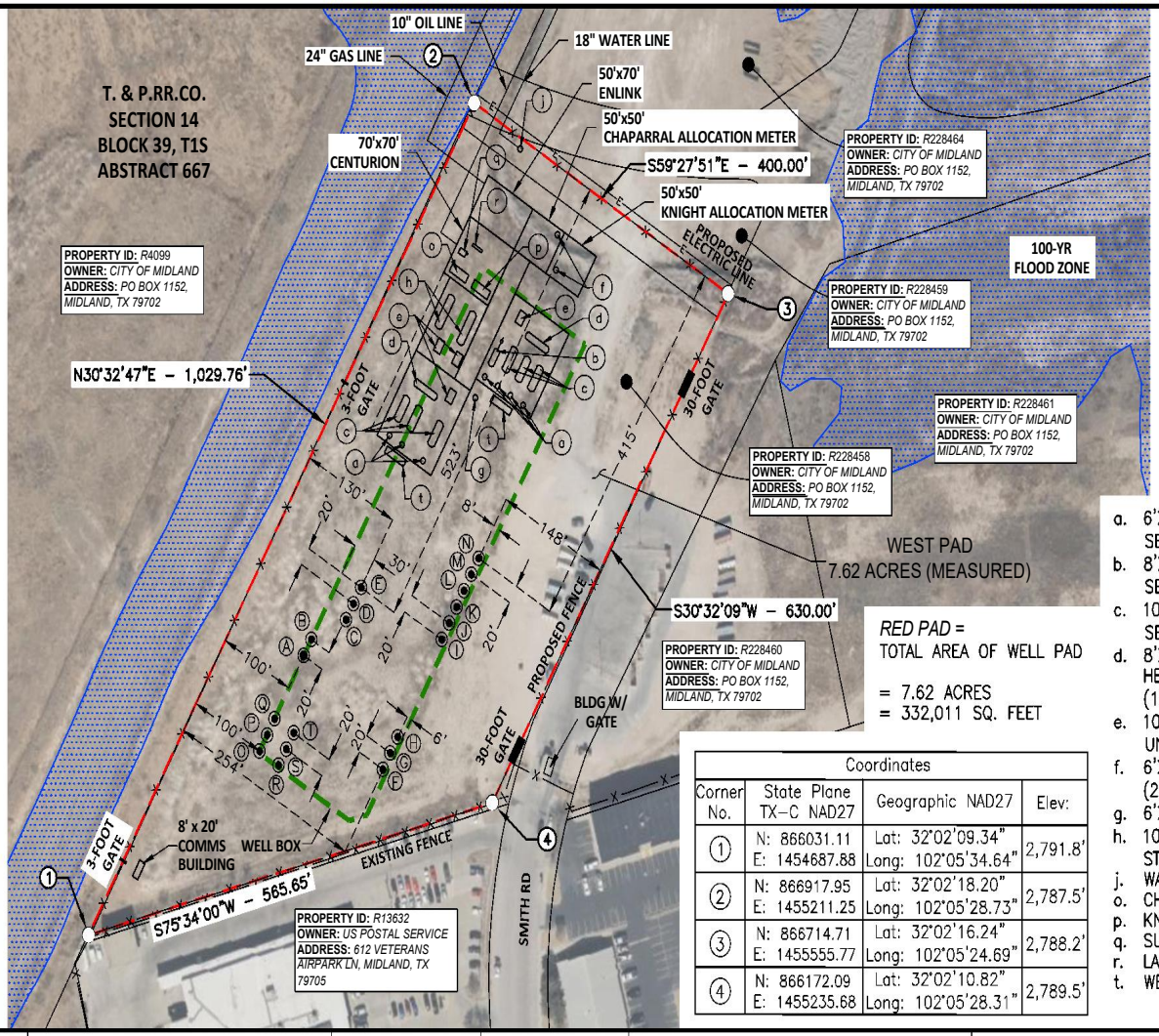
CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

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	LR1, LR2, LR3	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

MIDLAND COUNTY, TEXAS

Well Information			
Well No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
Ⓐ CHAPARRAL #H110UH	N: 866329.06 E: 1454979.96	Lat: 32°02'12.33" Long: 102°05'31.31"	2,791.2'
Ⓑ KNIGHT #H140UH	N: 866346.29 E: 1454990.13	Lat: 32°02'12.51" Long: 102°05'31.19"	2,792.5'
Ⓒ KNIGHT 160 MIPA UNIT H160 WB	N: 866367.09 E: 1455037.33	Lat: 32°02'12.72" Long: 102°05'30.65"	2,790.6'
Ⓓ KNIGHT 155 MIPA UNIT H155 WA	N: 866384.33 E: 1455047.49	Lat: 32°02'12.89" Long: 102°05'30.53"	2,790.5'
Ⓔ KNIGHT 150 MIPA UNIT H150 SS	N: 866401.56 E: 1455057.64	Lat: 32°02'13.06" Long: 102°05'30.42"	2,790.4'
Ⓕ CK MIPA ALLOC H105 WA	N: 866207.63 E: 1455087.56	Lat: 32°02'11.15" Long: 102°05'30.03"	2,790.5'
Ⓖ KNIGHT 160 MIPA UNIT H160 MS	N: 866224.95 E: 1455097.56	Lat: 32°02'11.32" Long: 102°05'29.92"	2,790.5'
Ⓗ KNIGHT 160 MIPA UNIT H160 LS	N: 866242.27 E: 1455107.56	Lat: 32°02'11.50" Long: 102°05'29.81"	2,790.6'
Ⓘ KNIGHT 150 MIPA UNIT H150 LS	N: 866346.19 E: 1455167.56	Lat: 32°02'12.53" Long: 102°05'29.13"	2,790.4'
Ⓙ KNIGHT 150 MIPA UNIT H150 WB	N: 866363.51 E: 1455177.56	Lat: 32°02'12.71" Long: 102°05'29.02"	2,790.5'
Ⓚ KNIGHT 145 MIPA UNIT H145 WA	N: 866380.83 E: 1455187.56	Lat: 32°02'12.88" Long: 102°05'28.90"	2,790.5'
Ⓛ KNIGHT 140 MIPA UNIT H140 MX	N: 866398.14 E: 1455197.56	Lat: 32°02'13.05" Long: 102°05'28.79"	2,791.0'
Ⓜ KNIGHT 140 MIPA UNIT H140 LX	N: 866415.46 E: 1455207.56	Lat: 32°02'13.22" Long: 102°05'28.68"	2,791.0'
Ⓝ KNIGHT 140 MIPA UNIT H140 WX	N: 866432.78 E: 1455217.56	Lat: 32°02'13.40" Long: 102°05'28.56"	2,791.0'
Ⓞ CHAPARRAL 110 MIPA UNIT H110NB	N: 866227.00 E: 1454920.00	Lat: 32°02'11.31" Long: 102°05'31.98"	2,790.3'
Ⓟ CHAPARRAL 110 MIPA UNIT H115WA	N: 866244.21 E: 1454930.18	Lat: 32°02'11.49" Long: 102°05'31.87"	2,790.4'
Ⓠ CHAPARRAL 110 MIPA UNIT H110SS	N: 866261.43 E: 1454940.36	Lat: 32°02'11.66" Long: 102°05'31.75"	2,790.4'
Ⓡ CHAPARRAL 110 MIPA UNIT H120NW	N: 866212.00 E: 1454945.98	Lat: 32°02'11.17" Long: 102°05'31.68"	2,790.3'
Ⓢ CHAPARRAL 110 MIPA UNIT H110LS	N: 866229.23 E: 1454956.13	Lat: 32°02'11.34" Long: 102°05'31.56"	2,790.3'
Ⓣ CHAPARRAL 110 MIPA UNIT H110WB	N: 866246.47 E: 1454966.28	Lat: 32°02'11.51" Long: 102°05'31.45"	2,790.3'



RED PAD =
TOTAL AREA OF WELL PAD

= 7.62 ACRES
= 332,011 SQ. FEET

Coordinates			
Corner No.	State Plane TX–C NAD27	Geographic NAD27	Elev:
①	N: 866031.11 E: 1454687.88	Lat: 32°02'09.34" Long: 102°05'34.64"	2,791.8'
②	N: 866917.95 E: 1455211.25	Lat: 32°02'18.20" Long: 102°05'28.73"	2,787.5'
③	N: 866714.71 E: 1455555.77	Lat: 32°02'16.24" Long: 102°05'24.69"	2,788.2'
④	N: 866172.09 E: 1455235.68	Lat: 32°02'10.82" Long: 102°05'28.31"	2,789.5'

a. 6'X15' VERT. 2 PH. PRODUCTION SEPARATOR, (250 PSI)
b. 8'X20' HORIZONTAL PRODUCTION SEPARATOR (TEST), (125 PSI)
c. 10'X30' HORIZONTAL PRODUCTION SEPARATOR (BULK), (125 PSI)
d. 8'X35' HORIZONTAL ELECTRIC OIL HEATER, (125 PSI)
e. 10'X15' VAPOR RECOVERY UNIT – 4 UNITS (80 PSI)
f. 6'X15' VERTICAL SCRUBBER, (250 PSI)
g. 6'X12' DIA. EMERGENCY TANK
h. 10'X40' HORIZONTAL OIL STABILIZER, (75 PSI)
j. WATER METER
o. CHAPARRAL LACT
p. KNIGHT LACT
q. SUMP TANK
r. LAUNCHER
t. WELL HEADER

STATE OF TEXAS REGISTERED WILLIAM S ABRAHAM 2052 PROFESSIONAL LAND SURVEYOR

8/13/24

WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 2052

EXHIBIT "G"

KNIGHT WEST PAD WELLS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S, ABSTRACT 667 OF THE CITY MIDLAND, MIDLAND COUNTY, TEXAS.

REV.	DRAWING NAME
8	EXHIBIT G – KNIGHT WEST PAD

PERMIAN DEEP ROCK OIL COMPANY

ATWELL

DRAWN	MA	DATE	03/14/23
CHECKED	LF	DATE	03/14/23
APP'D		DATE	
SCALE	1"=200'	PAGE	1 OF 2

REV#	DATE	DESC.
6-EL	11/29/23	CLIENT UPDATES
7-EL	7/26/24	CLIENT UPDATES
8-RS	8/13/24	REVISED WELLS

JOB NO. 19002229

N
W E
S
0' 100' 200'

LEGEND
PRODUCT LINE
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, 2024.

City Council Meeting

Item Number: 27

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Madelim Jaquez, Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 34, NORTHGATE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF NORTHBROOK LANE, APPROXIMATELY 720 FEET NORTHWEST OF WEST LOOP 250 NORTH); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, JMR Dental Services, is requesting a Zone Change from PD, Planned Development District Shopping Center to 2F, Two-Family Dwelling (Duplex) District for accommodation to employees located at 4807 Northbrook Lane.

Recommended City Council Action:

Approve

Fiscal Impact:

The request has no significant impact on the City's budget.

Strategic Priority:

Strengthen and sustain our Infrastructure**.**

Discussion:

Current Zoning:

PD, Planned Development District Shopping Center.

Surrounding Zoning and Land Use:

The properties to the north are PD, Planned Development District Shopping Center and PD, Planned Development District Housing development, and are currently physical therapy centers and apartments. The properties to the east are PD, planned Development District Shopping Center, and are currently hotels and vacant lots. The properties to the south are PD, Planned Development District Shopping Center, and there is currently a car dealership. The properties to the west are PD, Planned Development District Shopping Center and SF2, Single-Family Dwelling District which currently include vacant lots and houses.

Analysis:

The applicant is seeking this zone change in order to construct a Duplex, which is not allowed in the PD, Planned Development District Shopping Center. This vacant lot is located in a PD, Planned Development District Shopping center that is developed with different types of businesses. Changing this zoning would not affect the development of this area. This lot does meet the requirements for the 2F, Two-Family Dwelling (Duplex) District zoning.

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; which designated this area as Urban-Medium. This designation calls for a mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use.

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

Oil and Gas: (Approved)

No Oil and Gas Issues

Engineering: (Approved)

No objections to zoning/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 issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

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)

Therefore, staff recommends approval of this Zone Change from PD, Planned Development District Shopping Center to 2F, Two-Family Dwelling (Duplex) District.

Letters of Objection: 1

As of November 5, 2024, staff has received one letter of objection for this request.

Attachments:

Application
Maps

Jose E. Ortiz

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 5, BLOCK 34, NORTHGATE ADDITION, SECTION 19, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED ON THE SOUTH SIDE OF NORTHBROOK LANE, APPROXIMATELY 720 FEET NORTHWEST OF WEST LOOP 250 NORTH); 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 5, Block 34, Northgate Addition, Section 19, City and County of Midland, Texas (the "Property") to 2F, Two-Family Dwelling (Duplex) 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 PD, Planned Development District for a Shopping Center to 2F, Two-Family Dwelling (Duplex) District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-24-0394

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: KALPESH M PATEL		Phone (203) 535-3337 Email KALPESH_074@hotmail.com	
Address 4807 NORTHBROOK LANE	City MIDLAND	State Tx	Zip 79707

Property Owner Printed Name: JMR DENTAL SERVICES		Phone (203) 535-6766 Email RIMSPATEL25@gmail.com	
Address 4700 NORTHBROOK LANE	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: 4807 NORTHBROOK LANE, MIDLAND, TX 79707

Legal Description
Lot: 5 Block: 34 Subdivision: NORTHGATE ADDITION SECTION 19

Current Zoning: PD

Proposed Zone: 2F
(List by tracts if more than one district is requested)

Reason for Zone Change Request: TO BUILT THE RESIDENCE FOR EMPLOYEE WORKING AT JUST SMILE DENTAL (DOING BUSINESS FOR) (JMR DENTAL SERVICES PLLC)

Present Use of Property: VACANT

Proposed Use of Property: ACCOMADATION TO EMPLOYEE

How would this zone change affect the public health, safety and welfare? — NONE —

Describe how conditions affecting the property have changed since present zoning designation: — NONE —

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): Kalpesh	Date: 9/12/24
Applicant (printed): KALPESH M PATEL	
Property Owner (signature): R. K Patel	Date: 9/12/24
Property Owner (printed) : REEMA KALPESH PATEL	

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 Kalpesh Manubhai Patel who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Reema Kalpesh Patel, 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.

Kalpesh
_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 14 day of September, 2024, to certify which witness my hand and seal of office.

JUAN MARCOS LUNA NOTARY PUBLIC STATE OF TEXAS NOTARY ID 126822081 MY COMM. EXP. 08-19-2025

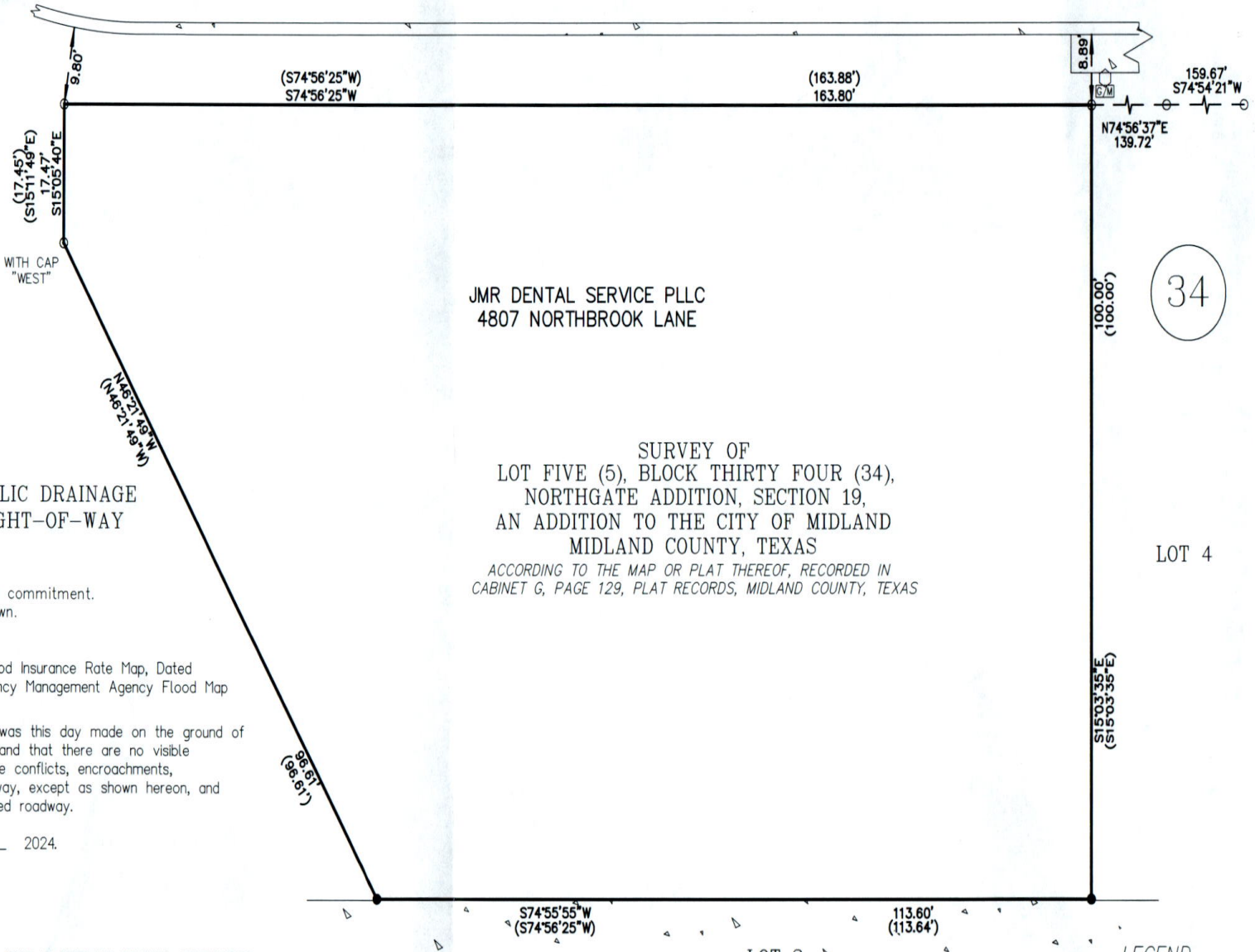
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1623	
Received By: Britt	Date: RECEIVED SEP 23 2024
	BY: .....

Application will not be considered for scheduling until reviewed by a planner.

COPYRIGHT 2024
This survey plat is being provided solely for the use of: JMR Dental Service PLLC and that no license has been created, express or implied, to copy the survey plat except as is necessary in conjunction with the original transaction dated August 29, 2024, which shall take place within 90 days after the survey was provided.



This survey was prepared without benefit of a title commitment.
Not all easements or matters of title may be shown.

Census Tract: 101.06

This tract is in Flood Zone "X" as shown on the Flood Insurance Rate Map, Dated September 16, 2005 provided by the Federal Emergency Management Agency Flood Map Number: 48329C0069 F

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown hereon, and that said property has access to and from a dedicated roadway.

Dated this the 29th day of August 2024.

Registered Professional Land Surveyor No. 6832
Date: 08/29/2024

(IF SURVEYORS SIGNATURE IS NOT SIGNED IN RED INK, THIS IS NOT AN ORIGINAL DOCUMENT)

PENNELL LAND SURVEYING
PROFESSIONAL LAND SURVEYING
P.O. BOX 51622, MIDLAND, TEXAS 79710
VOICE: (432)570-6256 brucepennell@yahoo.com

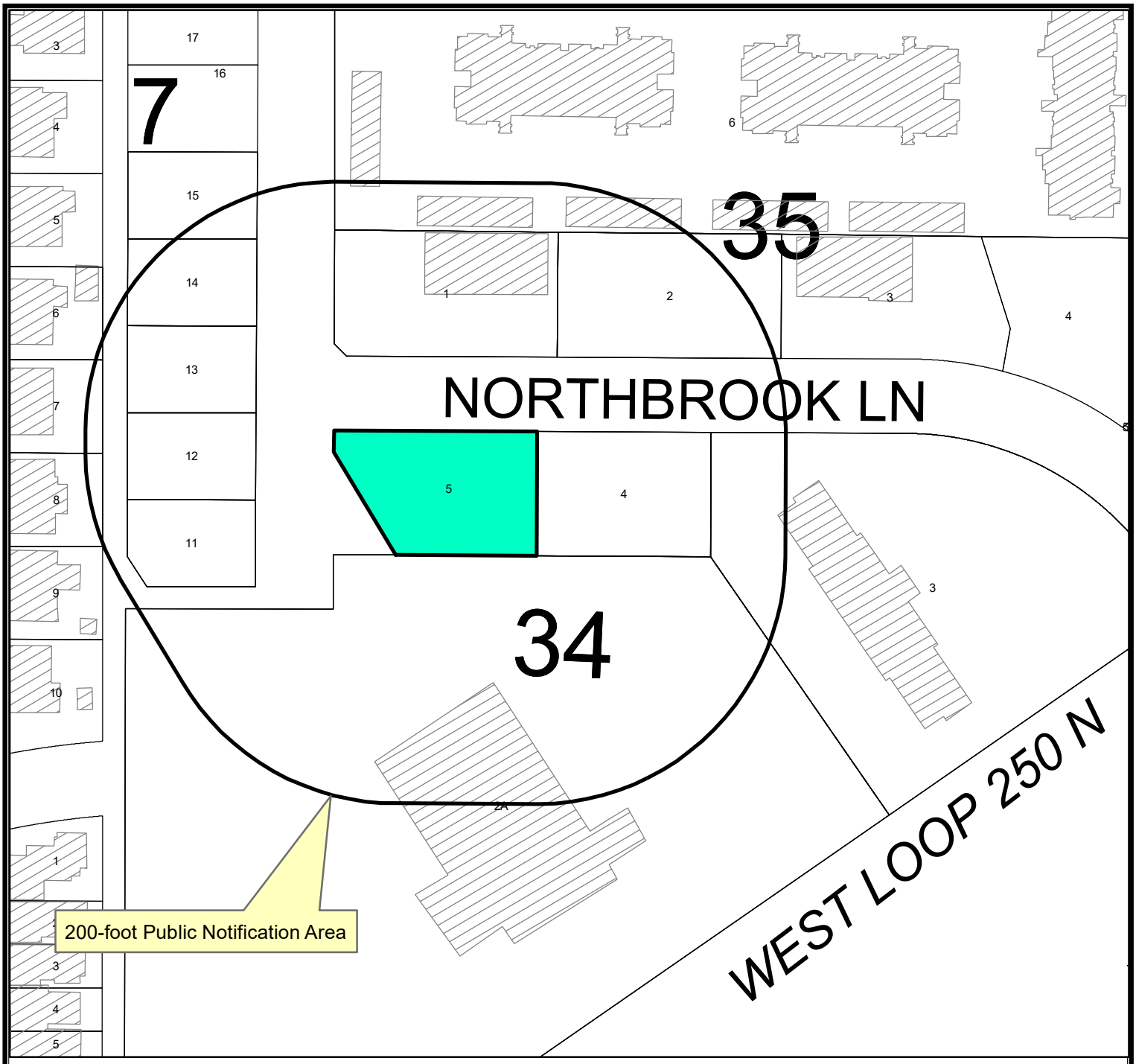
ABSTRACT OFFICE: N/A	FIELD #: N/A	COMMITMENT EFFECTIVE DATE: N/A	
CAD FILE: BRP21095	DATA FILE: 4807NORTHBROOK	DRAWN BY: MARCY N.	FIRM NO.: 10193978

20 10 0 20
SCALE: 1" = 20'

Basis of Bearings:
NORTH Line of this Lot

Bearings and Distances Shown
Inside ( ) Indicate Record Information

LEGEND
- ● Set 1/2" I.R. W/Cap "RPLS 4170"
- O Fnd. 1/2" I.R.
- G/M Gas Meter
- Gas Line Marker



Location Map

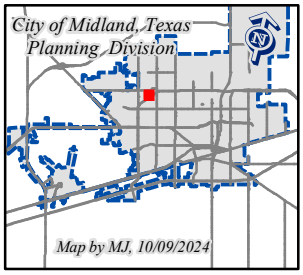
Z-24-0394 **Scale: 1" = 55.60'**

Consider a request by JMR Dental Services for a zone change from PD, Planned Development District to 2F, Two-Family Dwelling (Duplex) District on Lot 5, Block 34, Northgate Addition, Section 19, City and County of Midland, Texas.

Generally located on the south side of Northbrook Lane, approximately 720 feet northwest of West Loop 250 North. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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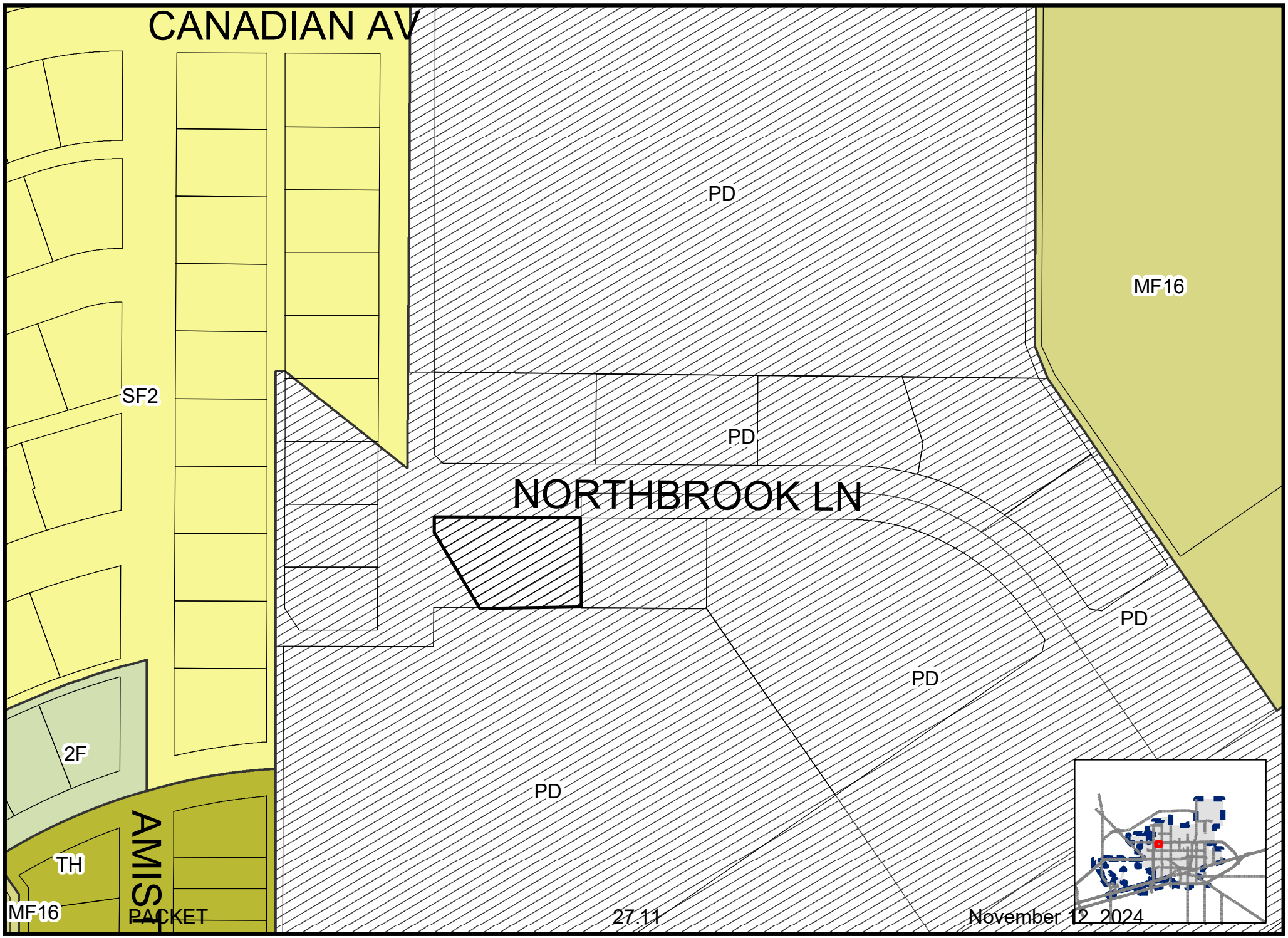
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND/OR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map MJ, 10/9/2024

Z-24-0394

Scale: 1" = 134'

ZONING MAP

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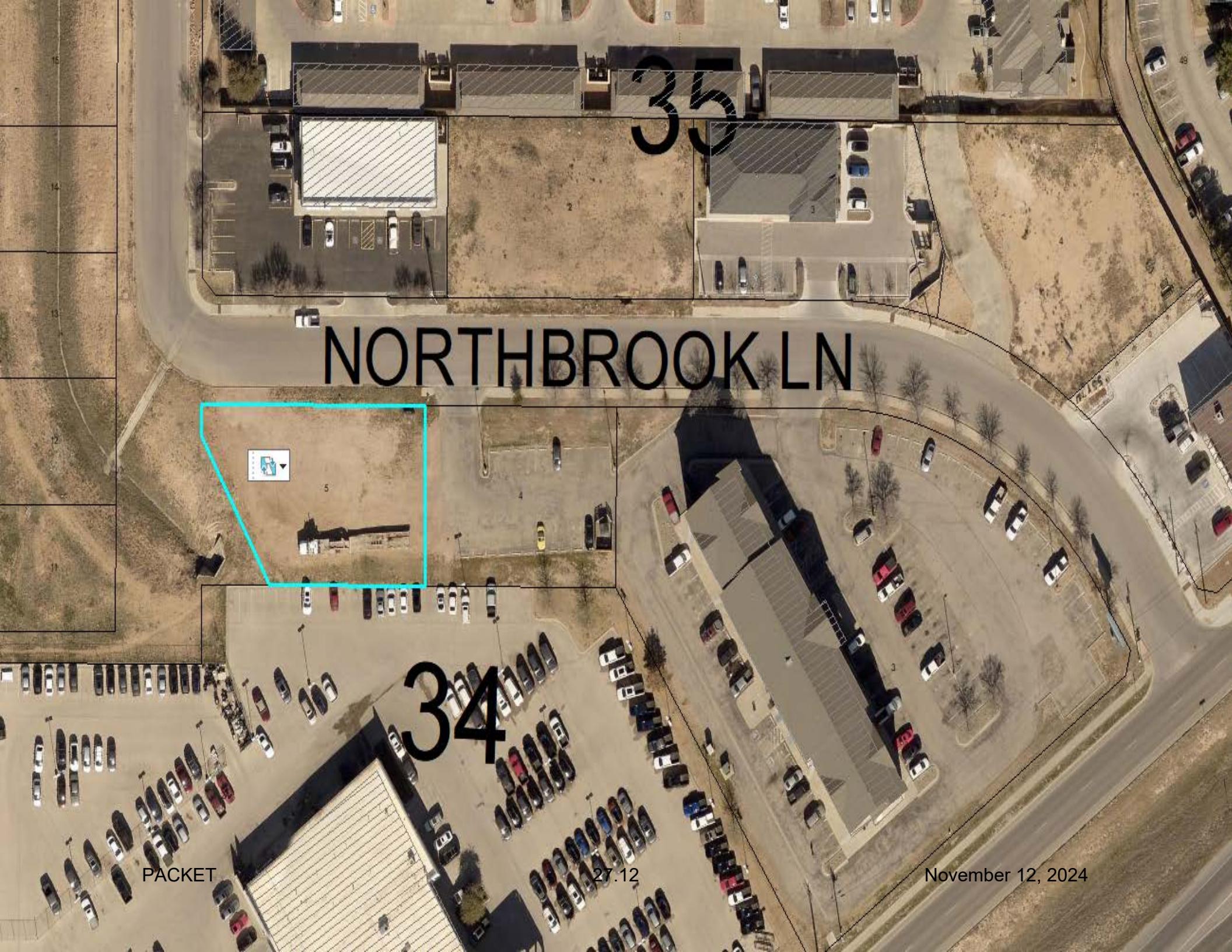

35
NORTHBROOK LN
34

STANDY LTD
3920 TANFORAN
TX MIDLAND 79707

MIDLAND
Planning Division

RECEIVED
OCT 25 2024

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, October 21, 2024,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701, on a request by **JMR Dental Services** for approval of a **Zone Change** on the following described property:

LEGAL DESCRIPTION: Lot 5, Block 34, Northgate Addition, Section 19, City and County of Midland, Texas.

LOCATION: Generally located on the south side of Northbrook Lane, approximately 720 feet northwest of West Loop 250 North. (Council District 1)

PROPOSED ZONING: **From:** PD, Planned Development District Shopping Center.

To: 2F, Two-Family Dwelling (Duplex) District

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 SA **Comments:** I believe it would hurt my Business

Required Information:

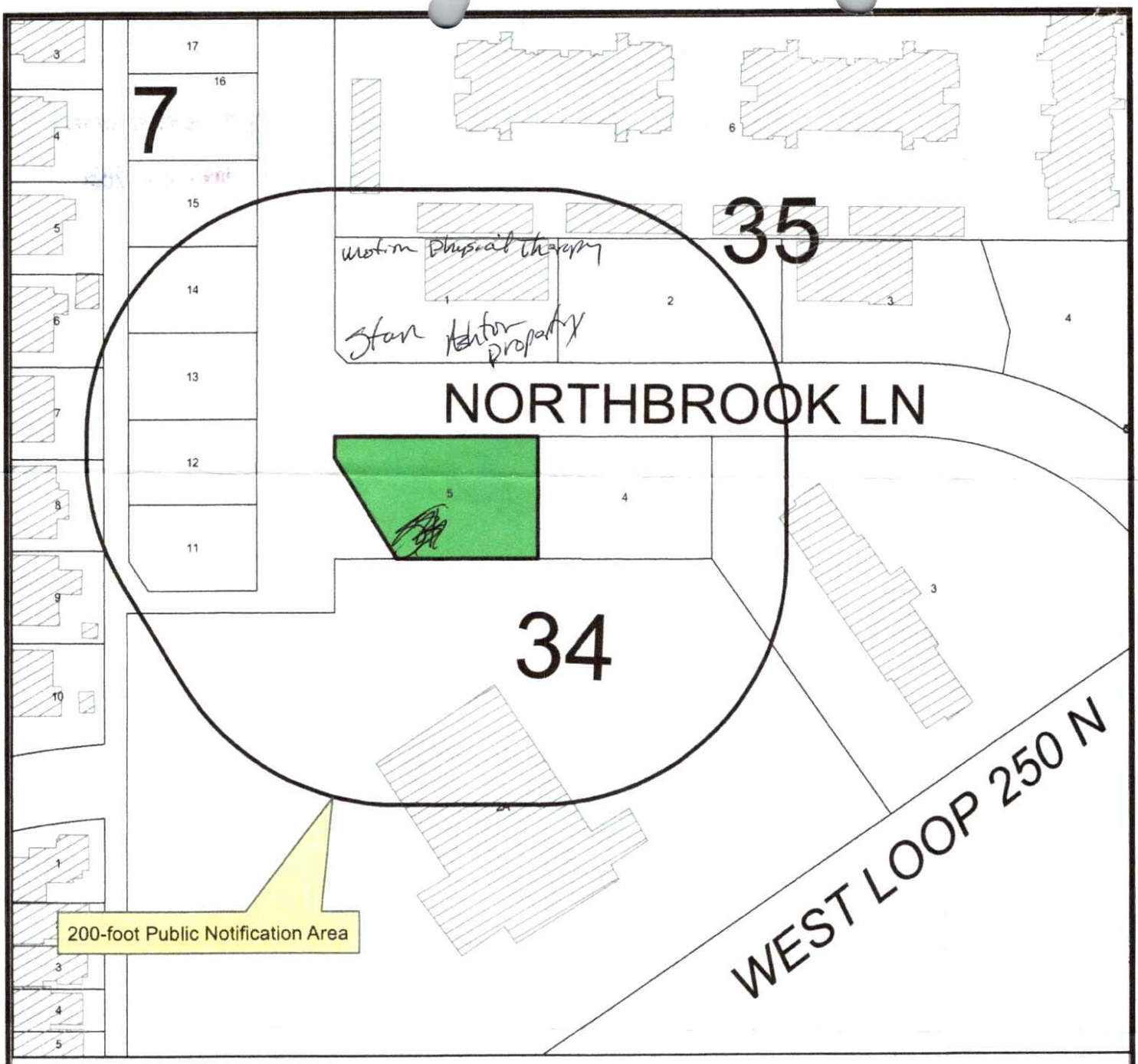
Property Owner's Signature | Stanley M. Ashton (Printed Name) | 4808 Northbrook Lane (Property Address **(No P. O. Boxes)**)

If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 11
Date Mailed: October 10, 2024
Case Number: Z-24-0394
Case Name: 4807 Northbrook Ln
MJ Planner's Initials

Landon Ochoa
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. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting



Location Map

Z-24-0394 **Scale: 1" = 55.60'**

Consider a request by JMR Dental Services for a zone change from PD, Planned Development District to 2F, Two-Family Dwelling (Duplex) District on Lot 5, Block 34, Northgate Addition, Section 19, City and County of Midland, Texas.

Generally located on the south side of Northbrook Lane, approximately 720 feet northwest of West Loop 250 North. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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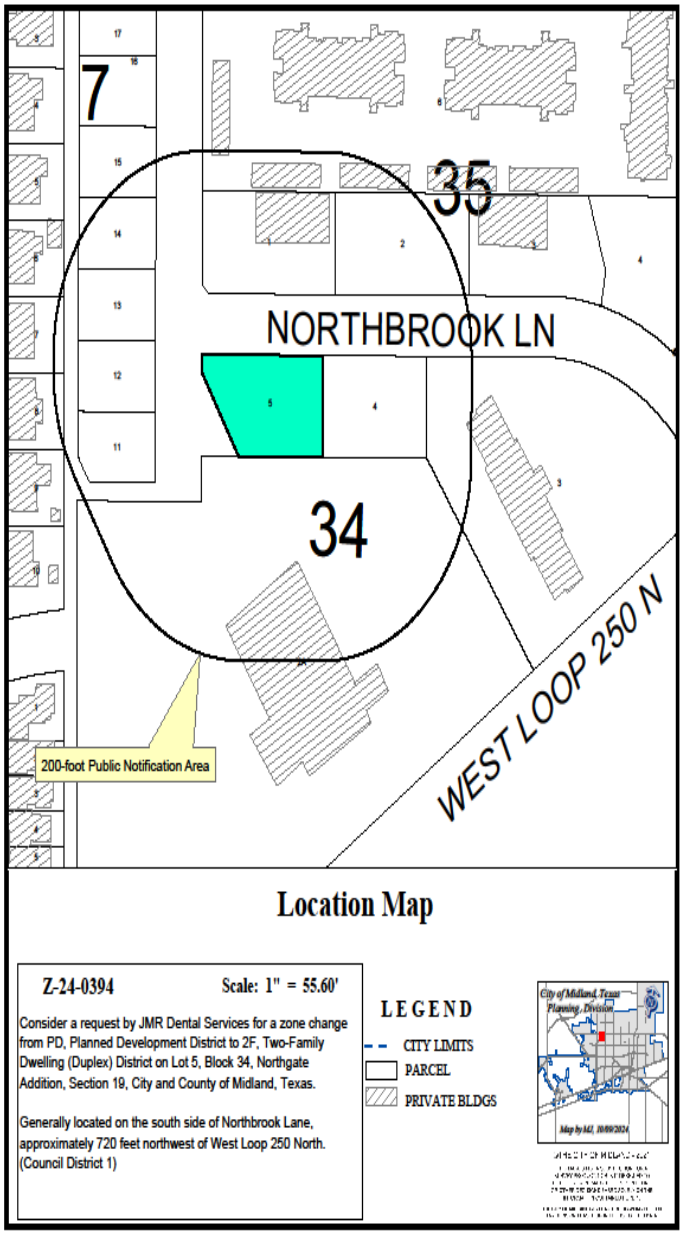
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Be the Energy!
4807 NORTHBROOK LN
Visit Our Website
MIDLANDTEXAS.GOV

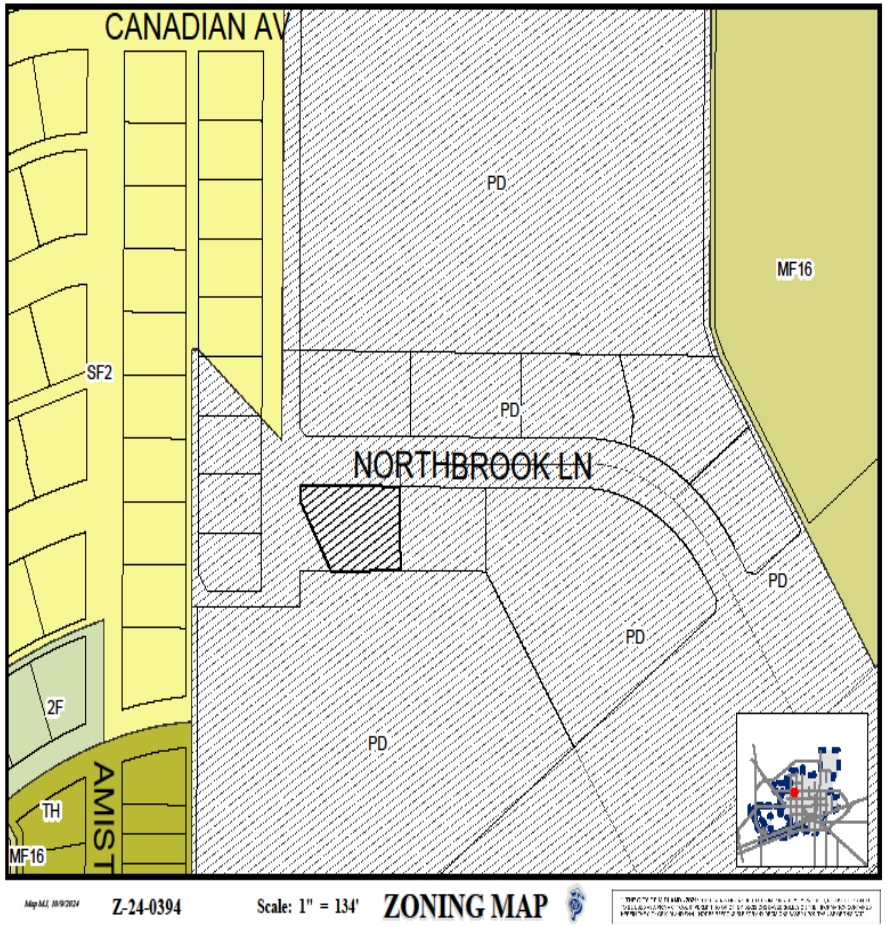
APPLICATION SUMMARY

- **Property Owner**: JMR Dental Services
- **Applicant:** Kalpesh M Patel
- Zone Change
- **Address**: 4807 Northbrook lane (District 1)
- **Reason for Request**: Accommodation to employee



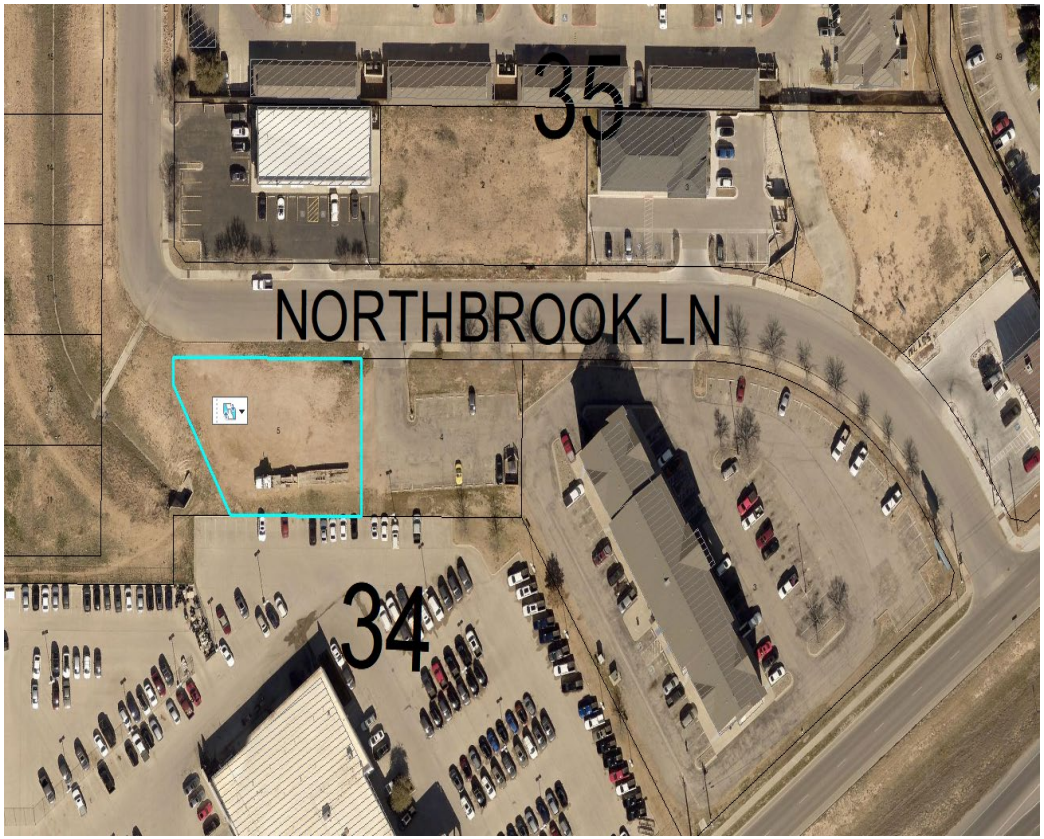
ZONING

- **Current Zoning:** PD, Planned Development District Shopping Center.
- **Surrounding Zoning:**
  - North: PD, Planned Development District Shopping Center.
  - East: PD, Planned Development District Shopping Center.
  - South: PD, Planned Development District Shopping Center.
  - West: PD, Planned Development District Shopping Center.
- **Proposed Zoning:** 2F, Two-Family Dwelling (Duplex) District



LAND USE

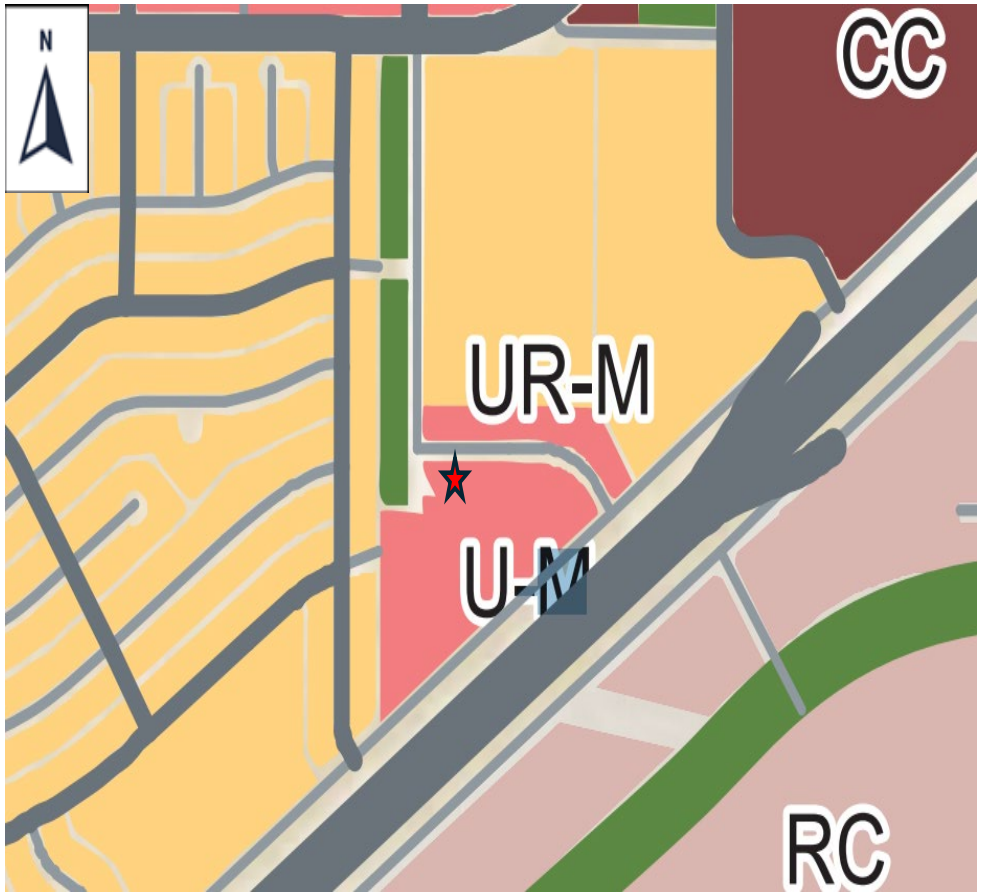
- **Current Use of the Property:**
  Vacant
- **Proposed Use of the Property:**
  2F, Two-Family Dwelling
- **Surrounding Uses:**
  - North: Commercial
  - South: Commercial
  - East: Vacant
  - West: Vacant

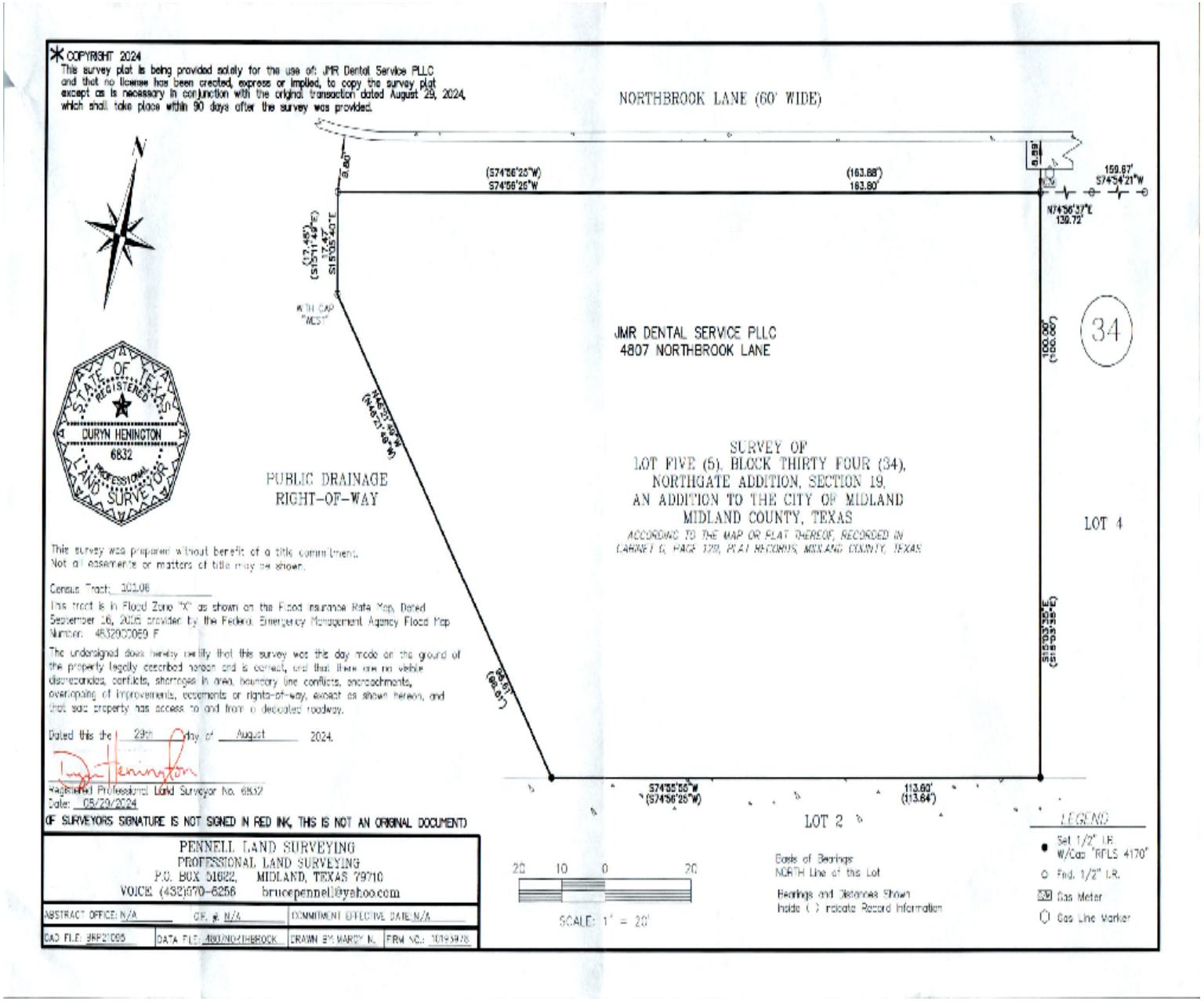


On Northbrook Lane, Looking South.

COMPREHENSIVE PLAN

- **TCT Land Use Designation**: Urban-Medium (U-M)
- **Supported Uses**:
  - Supports a mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches, commercial and mixed use.
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.





Site Plan (Exhibit A)

STAFF'S RECOMMENDATION

- One objection received.
- The Planning & Zoning Commission recommended approval of this request on October 21, 2024.
- Staff recommends APPROVAL of this zone change from PD, Planned Development District Shopping Center to 2F, Two-Family Dwelling (Duplex) District.

MISSION

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

City Council Meeting

Item Number: 28

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOTS 1 AND 2, BLOCK 8, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST DORMARD AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, Michael Loya on behalf of Tall City Meat Market, is requesting a Specific Use Designation (SUD) with Term for alcoholic beverages sales for on-premises consumption in a restaurant, Tall City Meat Market is located at 2909 N. Big Spring.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life & Place

Current Zoning:

RR, Regional Retail

Surrounding Zoning and Land Use:

The properties to the north and west are zoned PD- Planned District and are the location of houses and offices. The properties to the south and east are zoned RR, Regional Retail District and are the locations of businesses and a gas station.

Analysis:

The property is zoned RR, Regional Retail District and is the location of A business building. The RR zoning allows for alcoholic beverages sales for on-premises consumption in a Restaurant with the approval of an SUD. The total area of the restaurant is 5,562-square feet and the proposed alcohol serviceable area is 3,012-square feet.

The proposed hours of operation:

Monday through Saturday from 8 a.m. to 12 a.m.

The proposed hours of alcohol service:

Monday through Saturday from 10 a.m. to 12 a.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 churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

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 Meat Market is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 3,012 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 Saturday from 10:00 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.

Letters of Objection:

As of November 1, 2024, staff received three letters of objections which resulted in a 12.3% objection percentage.

Attachments:

Application
Floor Plan (Exhibit A)
Maps
PowerPoint
Objections

José E. Ort

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 1 AND 2, BLOCK 8, KELVIEW HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH BIG SPRING STREET AND WEST DORMARD AVENUE), 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

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 1 and 2, Block 8, Kelview Heights Addition, 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"), as set out, Regional Retail District.

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 Additional Specific Use Designation With Term for the sale of all alcoholic beverages in a restaurant (the "Establishment") for on-premises consumption, together with the use in the "Property", as set out, Regional 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 3,012 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 Saturday from 10:00 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 in accordance with Section 11-1-9.07.E.3 of the City Code, 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 are satisfied.

G. That the Establishment shall be in operation within 120 days from the final adoption With Term 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 shall covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

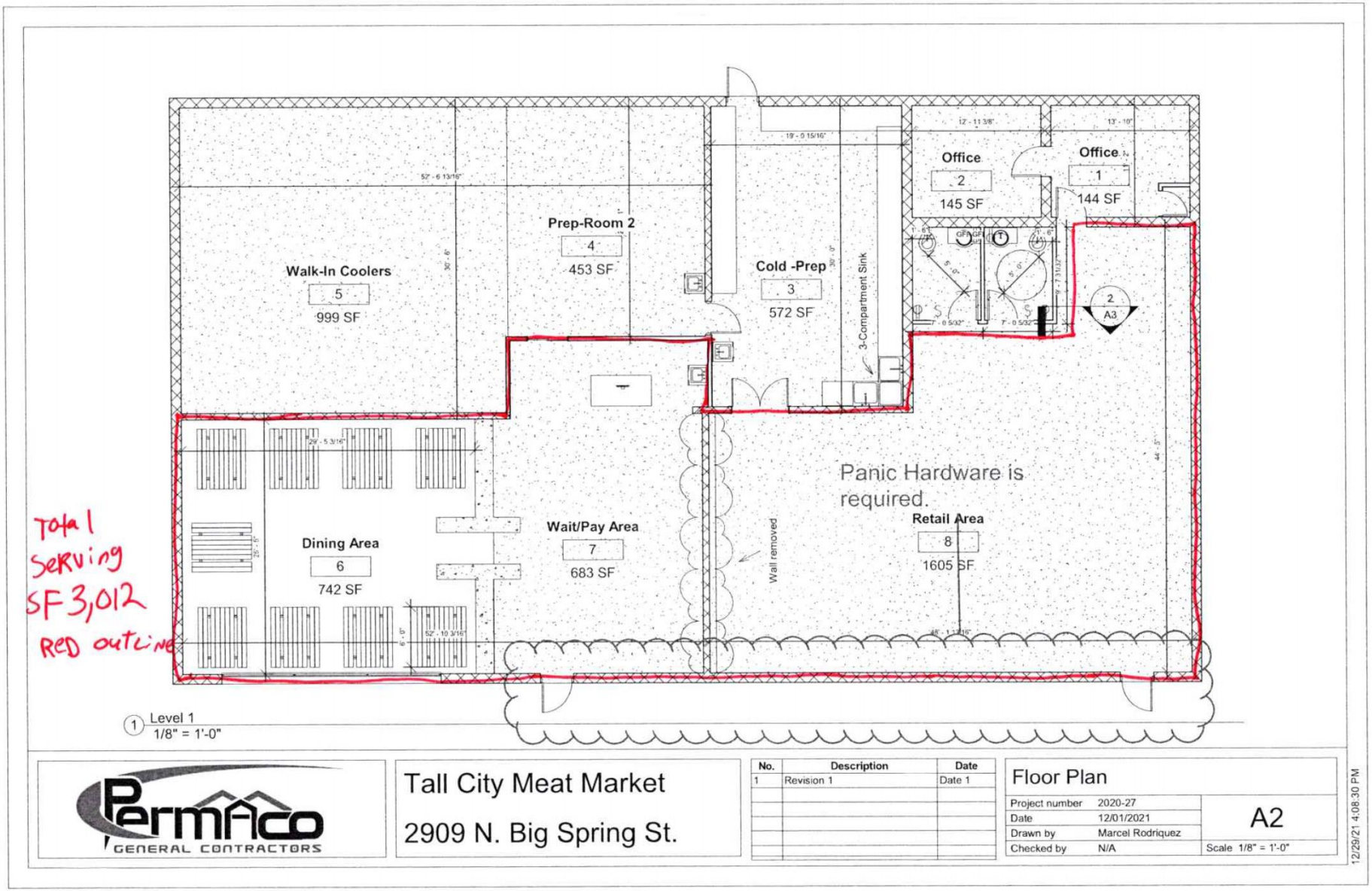
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

EXHIBIT "A"


Walk-In Coolers
5
999 SF
Prep-Room 2
4
453 SF
Cold -Prep
3
572 SF
3-Compartment Sink
Office
2
145 SF
Office
1
144 SF
Dining Area
6
742 SF
Wait/Pay Area
7
683 SF
Wall removed
Retail Area
8
1605 SF
Panic Hardware is required.
Total Serving SF 3,012
RED outline
1 Level 1
1/8" = 1'-0"
PermAco
GENERAL CONTRACTORS
Tall City Meat Market
2909 N. Big Spring St.
No. Description Date
1 Revision 1 Date 1
Floor Plan
Project number 2020-27
Date 12/01/2021
Drawn by Marcel Rodriquez
Checked by N/A
A2
Scale 1/8" = 1'-0"
12/29/21 4:08:30 PM

MIDLAND Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: MICHAEL LOYA /TALL CITY MEAT MARKET LLC		Phone (830) 581-9282 Email tallcitymeatmarket@yahoo.com	
Address 4445 E GOLDENROD DR	City GARDENDALE	State TX	Zip 79758

Property Owner Printed Name: BROKEN EAR HOLDINGS, LLC/RUBEN VARGAS		Phone (432) 934-4408 Email	
Address 2909 N Big Spring St.	City MIDLAND	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: N/A		Phone ( ) Email N/A	
Address —	City —	State —	Zip —

Street Address: 2909 N BIG SPRING ST

Business Name: TALL CITY MEAT MARKET

Legal Description
Lot: Block: Subdivision: KELVIEW HEIGHTS

Current Zoning:

Reason for Request: WE WANT TO PROVIDE OUR CUSTOMERS WITH A DRINK WITH THEIR MEAL.

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: RESTAURANT/MEAT MARKET

Proposed/Current Days and Hours of Operation: MONDAY - SATURDAY 8AM-12AM

Proposed Days and Hours of Alcohol Service: MONDAY - SATURDAY 10AM-12AM

Total Square Footage of Business: 5562 SQF

Square Footage of Alcohol Serviceable Area: 3,012

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1
Women	**Toilets:** 1	**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):	Date: 09-4-24
Applicant (printed): MICHAEL LOYA	
Property Owner (signature):	Date: Sept 4 2024
Property Owner (printed): RUBEN VARGAS	

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 _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by Ruben Vargas, 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 11th day of September, 2024, to certify which witness my hand and seal of office.

ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

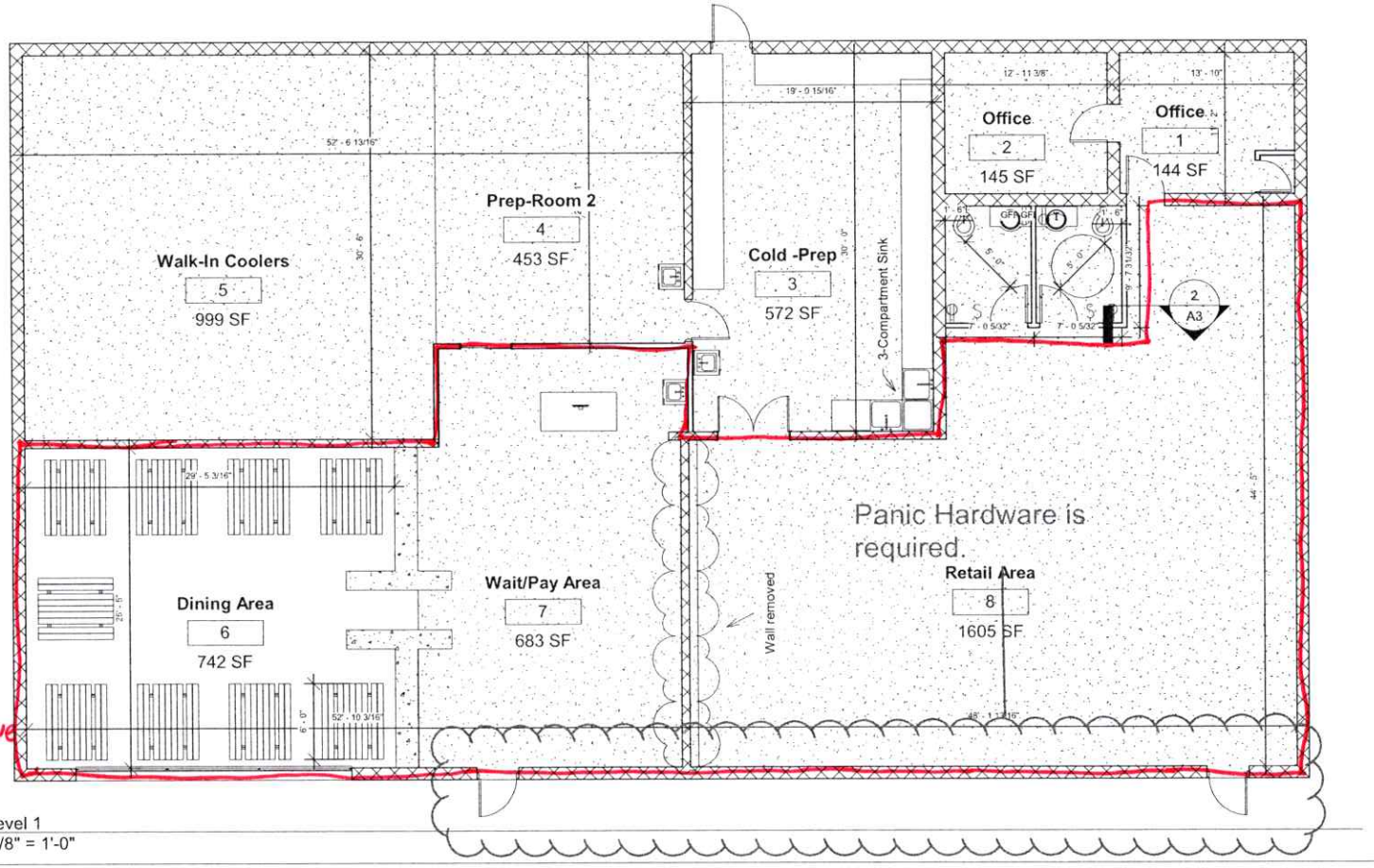
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

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 # 3091	☑ Plans in Digital Format (PDF/JPEG)
Received By: A	Date: Sept. 11th 24

RECEIVED
SEP 11 2024

****Application will not be considered for scheduling until reviewed by a planner.****



1 Level 1
1/8" = 1'-0"

PermAco GENERAL CONTRACTORS

Tall City Meat Market

2909 N. Big Spring St.

No.	Description	Date
1	Revision 1	Date 1

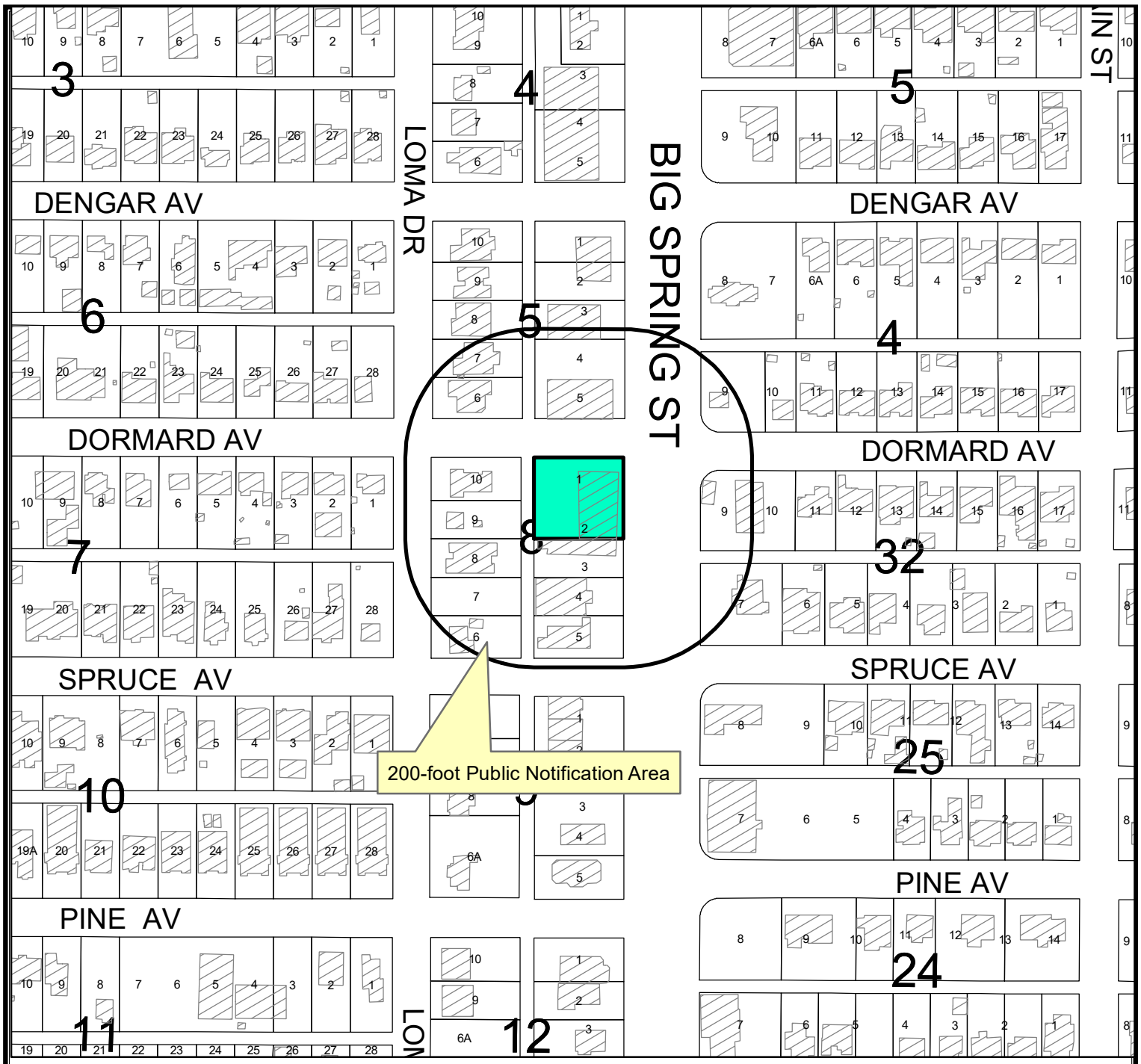
Floor Plan

Project number	2020-27
Date	12/01/2021
Drawn by	Marcel Rodriquez
Checked by	N/A

A2

Scale 1/8" = 1'-0"

12/29/21 4:08:30 PM



Location Map

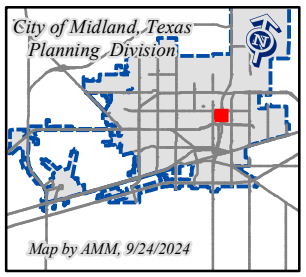
SUD-24-0187 **Scale: 1" = 600'**

Consider a request by Michael Loya on behalf of Tall City Meat Market for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on a 5,562 square foot portion of Lots 1 & 2, Block 8, Kelview Heights, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of North Big Spring Street and West Dormard Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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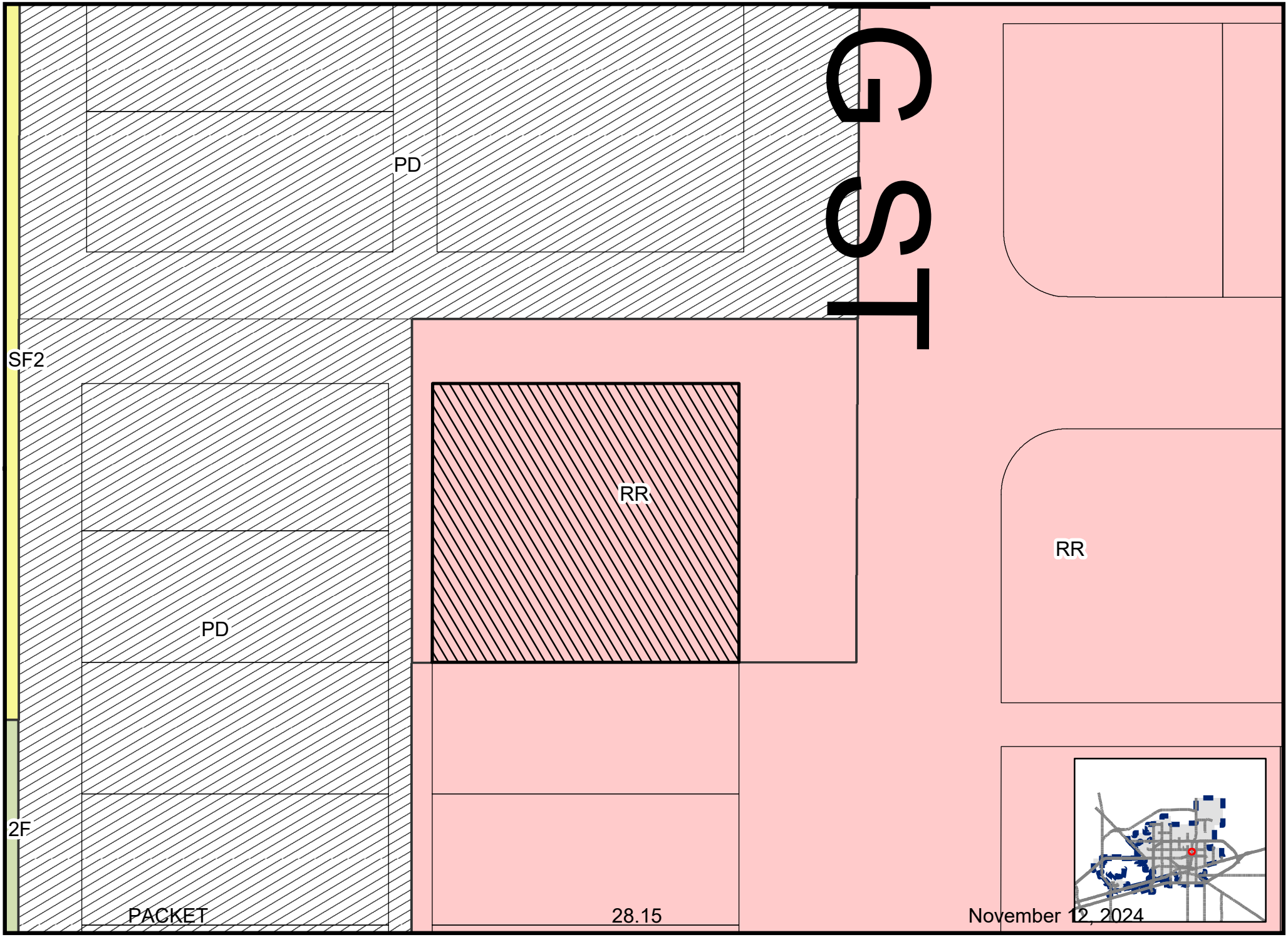
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



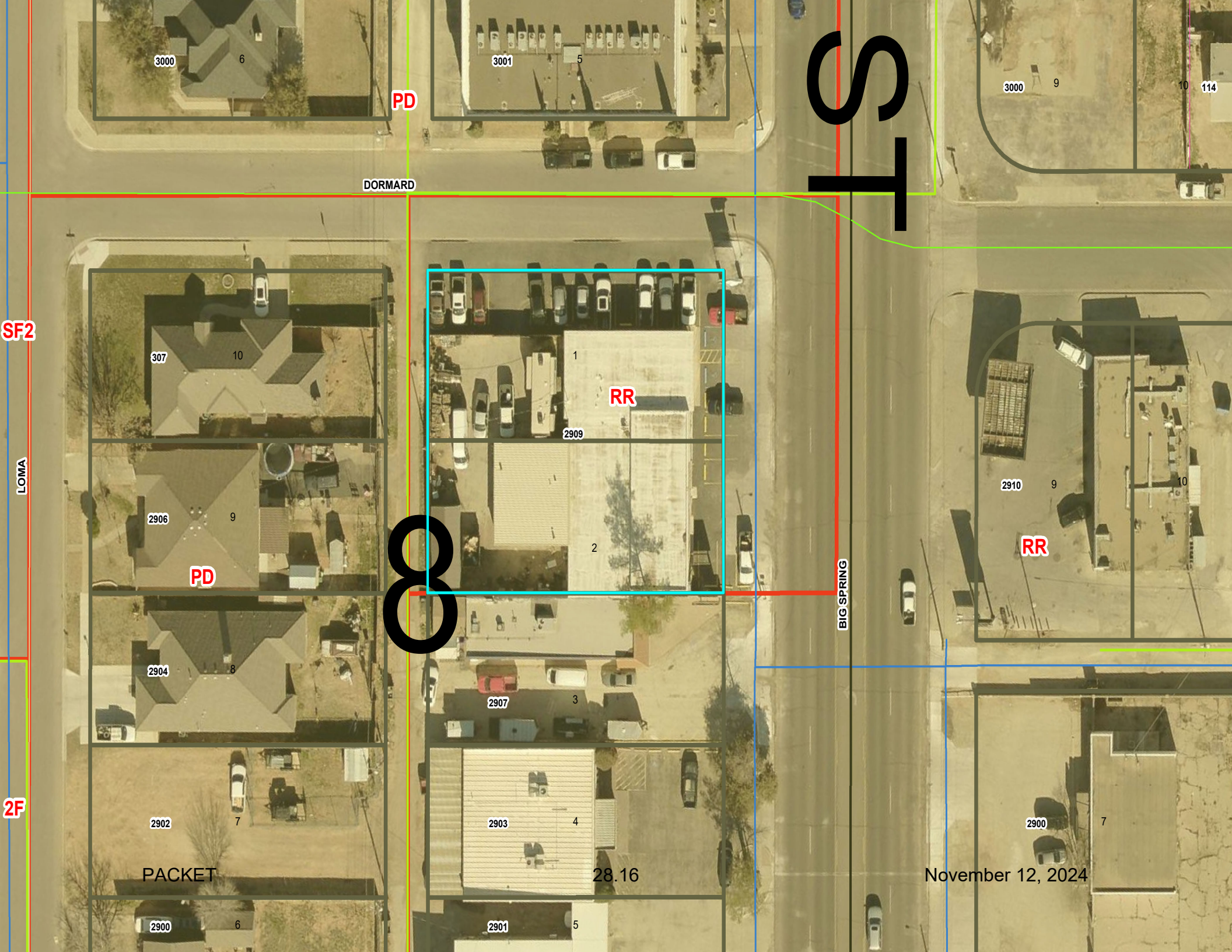
Map AMM, 09/17/2024

SUD-24-0187

Scale: 1" = 659'

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.


3000
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BIG SPRING
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2901
5

REAL TEXAS
BBQ
TALL CITY MEAT MARKET
OPEN
HEAD
CHUCK
RIB
LOIN
ROUND
FLANK
Custom Butchery
Custom Butchery

12.3% Objection

SUD-24-0187 **Scale: 1" = 1,231'**

–

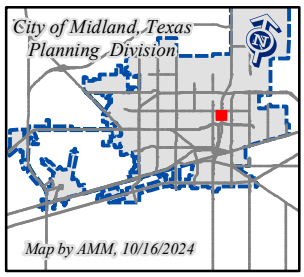
PACKET 28.18

LEGEND

CITY LIMITS

PARCEL

PRIVATE BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

November 12, 2024

TOCO PROPERTIES LLC
3005 N BIG SPRING ST STE 2
TX MIDLAND 79705

MIDLAND
nning Division

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 P.M.** on **Monday, October 7, 2024,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701, on a request by **Michael Loya** on behalf of **Tall City Meat Market** for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: A 5,562 square foot portion of Lot 1&2, Block 8, Kelview Heights City and County of Midland, Texas.

LOCATION: Generally located at the southwest corner of the intersection of North Big Spring Street and West Dormard Avenue. (Council District 3)

CURRENT ZONING: RR, Regional 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:** Tall City is a fine restaurant, but I am very concerned alcohol sales in a b this close to mine will have a negative impact on this area. Tall City has very inadequate parking which already results in p parking all along Dormard Av. greatly reducing visibility pulling out of the alley. At times their patrons park in our parking lots. M bldg has already been hit once by a Tall City patron in 2022 requiring repairs to the damage. Alcohol sales will result in some intoxica patrons walking across our parking lots to their cars which is a safety concern. There will be increase overflow parking on our property and some patrons will be impaired drivers, therefore potential for mor damage to m prop

Required Information:

Todd Stallings — Property Owner's Signature
Todd Stallings — Printed Name
3005 N. Big Spring Street — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

Notices Mailed: 16
Date Mailed: September 26, 2024
Case Number: SUD-24-0187
Case Name: Tall City Meat Market
AMM Planner's Initials

David Hunter for
Landon Ochoa
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 the Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989.

2024/10/5

Tall City is a fine restaurant, but I am very concerned alcohol sales in a building this close to mine will have a negative impa on this area. Tall City has very inadequate parking which already results in patrons parking all along Dormard Av greatly reducing visibility pulling out of the alley. At times their patrons park in our parking lots. **My building has already been hit once by a Tall City patron's vehicle in February 2022 causing damage which required repairs.** Alcohol sales will result some intoxicated patrons walking across our parking lots to their cars causing safety concerns for our tenants. There will b increased overflow parking on our property and some patrons will be impaired drivers, therefore, the potential for more da to my property. Todd Stallings

RODRIGUEZ NOEMI B
2906 LOMA DR
TX MIDLAND 79701

MIDLAND
Planning Division

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I object to this request X **Comments:** See attached

Required Information:

Property Owner's Signature | Noemi Rodriguez (Printed Name) | 2906 Loma Dr. (Property Address (**No P. O. Boxes**))

If any further information is desired, please contact the Planning Division at 685-7263. Si ud. desea más información en Español sobre esta cuestión, llame al : 432-685-7400

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Why it printed so big. Sorry not sure

Since this business moved into this location it has been one issue after another. The owner is very selfish, inconsiderate, unthoughtful, cheater and a liar for the reasons listed below (supporting pictures and videos are available for each item below - just ask):

Trash, foul odor, rodents, bugs:
In the beginning he would fill up all the dumpsters in the alley with his trash, meat shavings and all, not allowing any room for anyone else's trash. The trash would sit there for days before the city would pick it up, attracting flies, rodents, insects, flys, dogs, cats and even humans. After many calls to the City, the extra dumpsters and pick up were scheduled. But getting to this point was torture for us. I understand the City benefits from their trash pick ups but the neighbors do not. The considerate thing for the neighbors as they live here would be that this business should have their own trash dumpster on their property like just about every other business around town. The rodents, flies, and smell animals continue as those will never go away but at least it's their property and not the neighbors side of the alley.

Illegal Dumping:
This business dumped their grease into the business next

door's grease dumpsters before that business was in business. (I also have a trash issue with this business dumping left over food without bags and illegal dumping but that I will address in a different complaint.) This caused the grease to sit there for weeks / months causing foul odor. I couldn't figure out where the stink was coming from until I caught them dumping buckets of grease into the grease dumpster of a vacant business. They said the business had allowed them to do that. But when I spoke to the Agent who was selling the location at the time, he said no he did not allow them and he had to put a lock on the grease container lid. I have a video of them with truck loads of grease buckets dumping the grease.

Noises:
Noises at all hours of the night/morning are created by their own big trucks idling for hours, delivery trucks idling while they deliver supplies at 2/3/4/5 in the morning when everything else is quiet. Banging metal ramps and doors creating loud noise disturbing the peace and making dogs bark. I'm writing this at 5 in the morning because right now I was woken up by squealing noises. Come to find out there are workers at five in the morning cutting metal sheets at this business right now.

Code Violation:
They had people living in the RV they have in the back for

months. They would idle their big trucks for whatever reason in the back for hours.

Bright Light:
They have a very bright light that shines into my bedroom where I can't see outside during the night. I had to purchase blackout curtains. I also had to extend part of my fence up to try to block the light somewhat.

Parking in the Alley:
At times their customers park in the alley when they are visiting this business. I have had to call them many times to get the alley unblocked.

Street Parking:
During lunch the streets fill up with cars as they visit this place. Allowing the street to practically allow only one car at a time. Also they park so close to the intersection it's hard to look to see if cars are coming before crossing the intersection. The majority of the customers are field workers and they tend to use the opportunity to clean out their trucks or empty their ice chests out in the streets including trash and leave that behind.

Weeds:
The weeds in the alley on their side grow almost as high as

their fence before they get some poor guy with what looks like a steak knife to cut them down. He usually leaves a mess in the alley and fills up my dumpster with the weeds as he places them without a bag. Not allowing any room for my trash. After the weeds are cut lots of trash is exposed and that trash stays there is never picked up.

Not happy neighbors:
I have a disabled 84 year old mother who deserves to live in peace. When she can sit outside on the patio she is either being attacked by flies or she just can't take the stench odor from the dumpsters. Especially in 100 plus degrees. I've had to hire exterminators, extend my fence higher, continue to monitor the dumpsters, traffic and secure my home as best I can. The neighbor next door had a truck run into his fence in the back, his gas meter was damaged, the dumpster was pushed into his back yard just a few feet away from his kitchen and the trash was scattered all over his back yard. I'm sure a police report is out there as the fire department was called due to the gas line damage and the police did investigate. Who knows what happened or why but it happened,

So you see this is everyday for the neighbors around this business. Not all neighbors know or live through this much ordeal but it does affect the three homes directly behind this

business. Three may not be enough of a concern for this business or the city but this is our home. This business opens and closes for business, customers enjoy a great meal, employees do their job, the owner gets his gratitude and money and leaves. But we have to put up with the noise, lights, smell, trash, traffic, animals, bugs, flys everyday. We as three citizens of Midland deserve to live in peace. So no, I don't agree that this business gets any more privileges as more issues and concerns are going to be added to the already existing issues. The owner may support and sponsor Midland events around town but he does nothing for his immediate neighbors.

You are welcome to contact me. This letter will also be used as an ongoing concern to the City Manager(s) as we have two businesses we neighbor with. The other one is a catering business so the only concerns with them are the dumpsters and noise.

Thank you

RODRIGUEZ ISCANIEL
2904 LOMA DR
TX MIDLAND 79705

MIDLAND
Planning Division

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I object to this request X **Comments:**

Same Comments as 2906 Loma Dr.

Required Information:

Iscaniel Rodriguez — Iscaniel Rodriguez — _____

Property Owner's Signature | Printed Name | Property Address (**No P. O. Boxes**)

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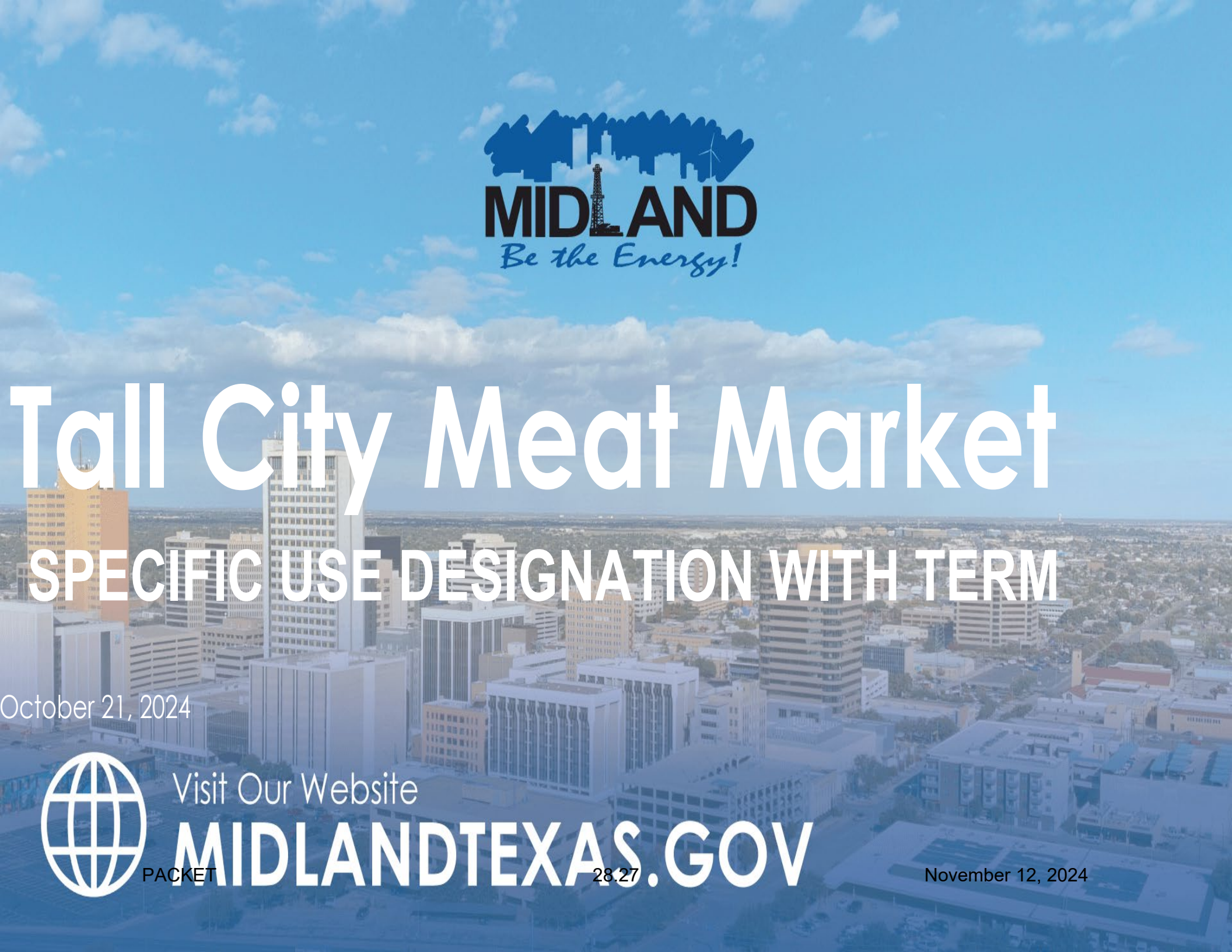
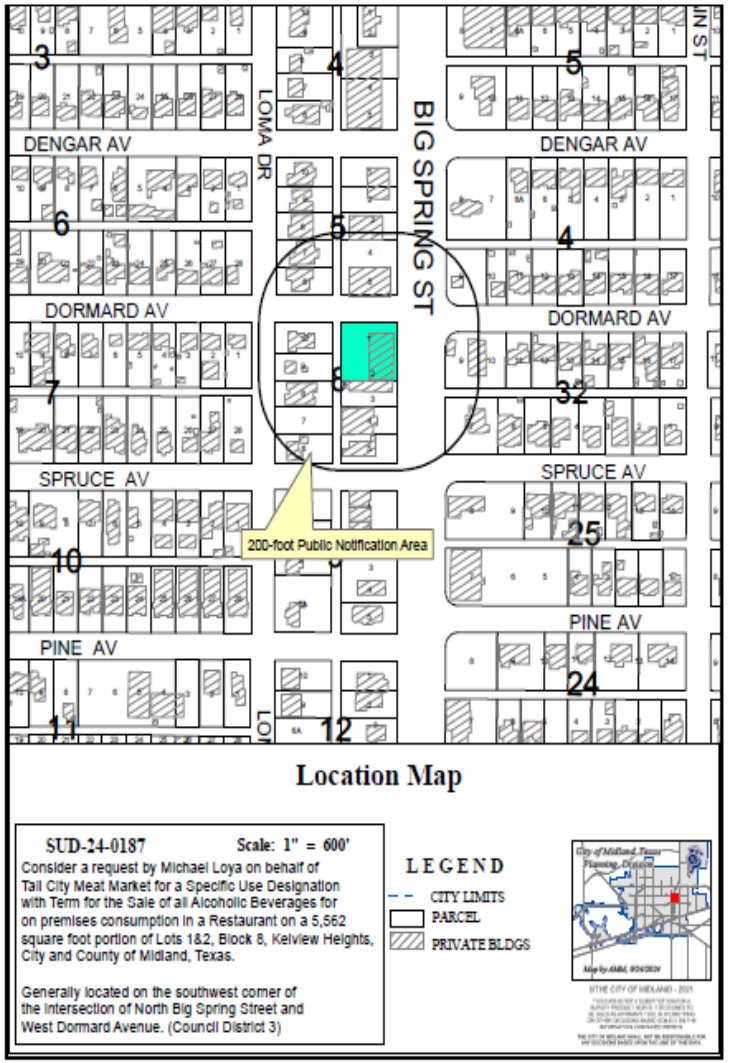

MIDLAND
Be the Energy!
Tall City Meat Market
SPECIFIC USE DESIGNATION WITH TERM
October 21, 2024
Visit Our Website
MIDLANDTEXAS.GOV

Application Summary

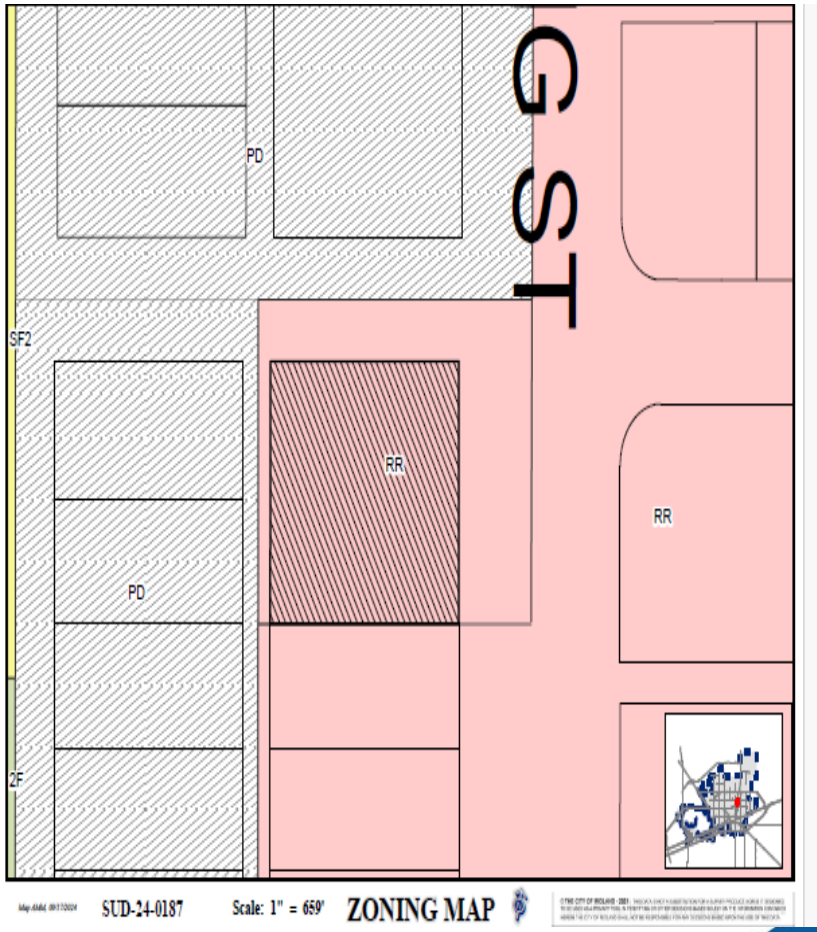
- **Property Owner:** Ruben Vargas
- **Applicant:** Michael Loya
- Specific Use Designation With Term
- **Address:** 2909 N. Big Spring Street (District 3)



Zoning

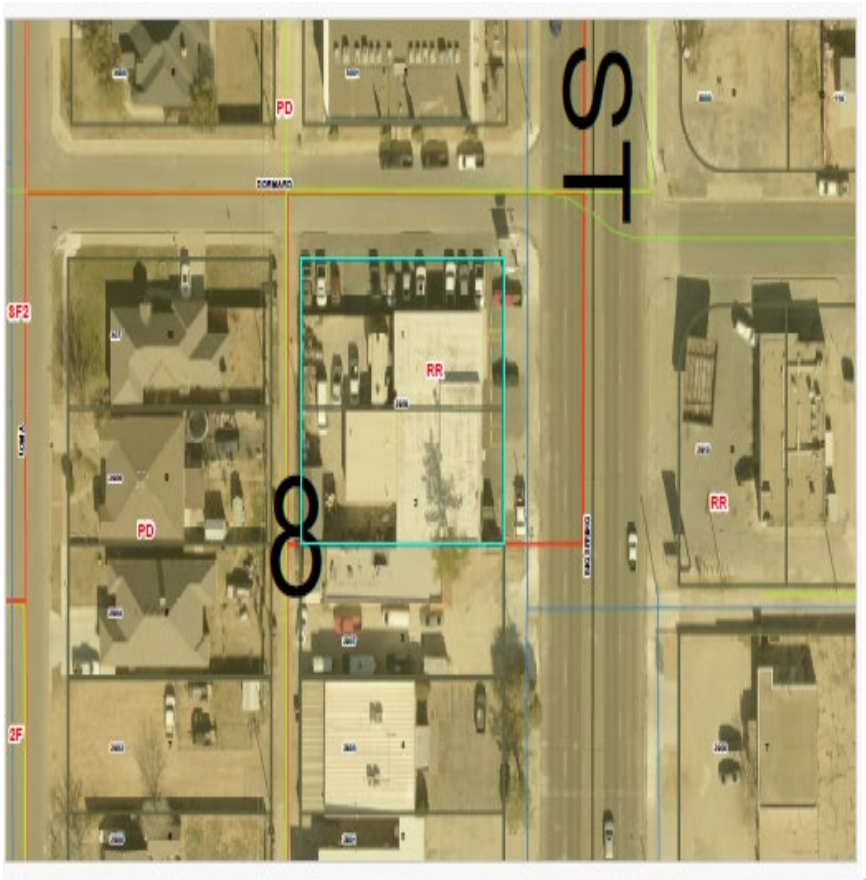
- **Current Zoning:** RR- Regional Retail

- **Surrounding Zoning:**
  - North and West: PD- Planned District for Office Center
  - South and East: RR- Regional Retail



Land Use

- **Current Use of the Property: Meat Market**
- The use of Alcohol is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03
- **Surrounding Uses:**
  - North: Insurance Business
  - South: Surveyor Business
  - East: Gas station
  - West: Residential



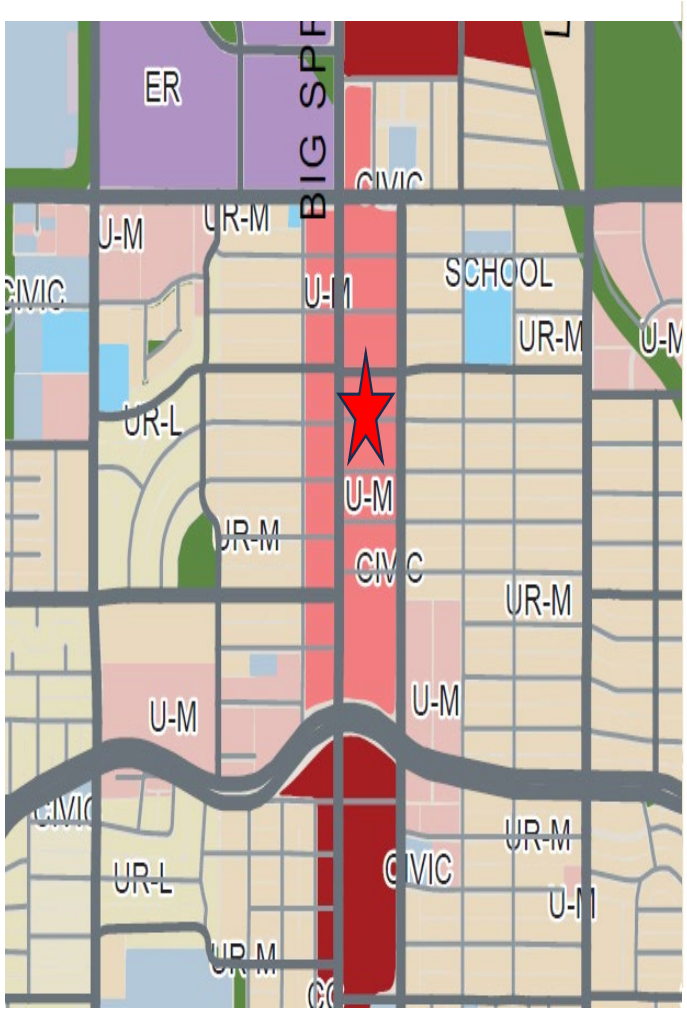
SUD Details

- **Square Footage of SUD:** 3,012 sq ft
- **Proposed Days and Hours of Operation:**
  - Monday – Saturday, 8 a.m. to 12 a.m.
- **Proposed Days and Hours of SUD:**
  - Monday – Saturday, 10 a.m. to 12 a.m.

On North Big Spring Street, Looking East

Comprehensive Plan

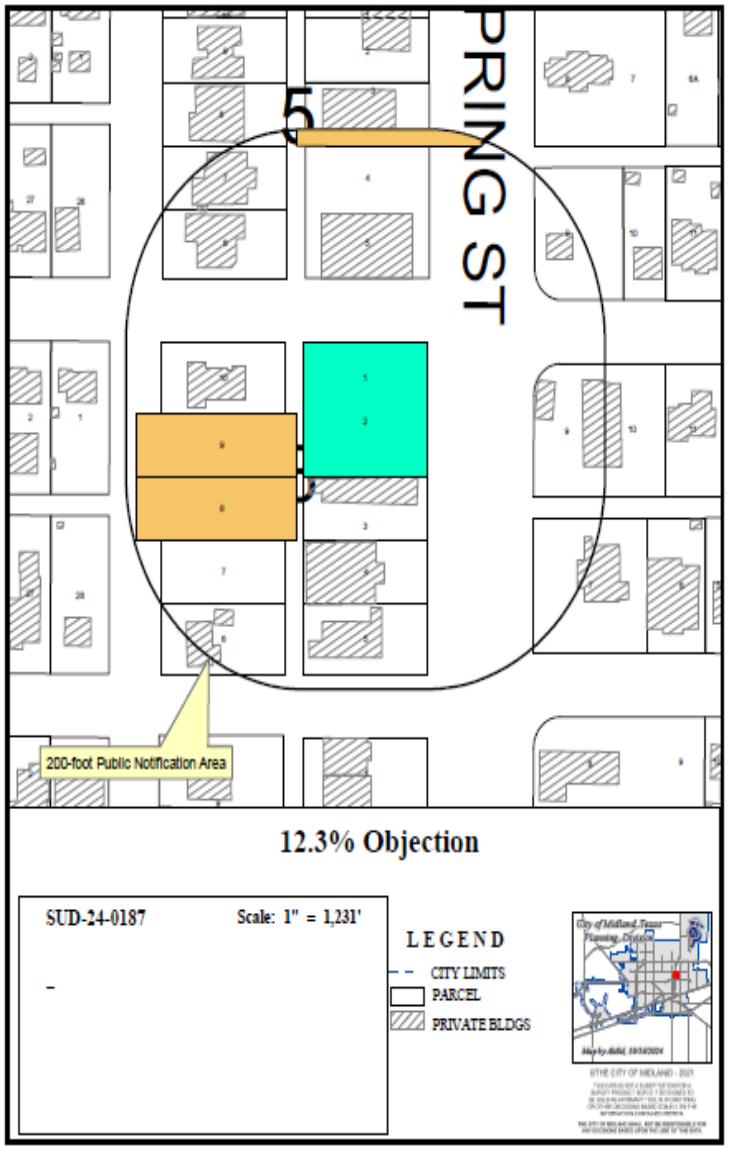
- **TCT Land Use Designation:** U-M, Urban- Medium
- **Supported Uses**
  - Supports a mix of complementary uses, including single-family housings, multi-family housing, schools, mid-sized parks and churches and commercial.
- **Request is compatible with the surrounding area and the Tall City Tomorrow Plan.**



OBJECTIONS SUMMARY

- **Objections:** 3 of objections received

- **Objections Percentage:** 12.3%
- **Supermajority vote:** not required



Staff's Recommendation

- Staff recommends **APPROVAL** of this Specific Use Designation With Term for a restaurant subject to the following conditions.

A. That the serviceable area of the Establishment shall be limited to approximately 3,012 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 Saturday from 10:00 a.m. to 12:00 a.m. (midnight).

Staff's Recommendation

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.

MISSION

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

City Council Meeting

Item Number: 29

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Alexis M. Martinez, Associate Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,100-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), 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 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Purpose:

The applicant, Brian Choi, is requesting a Specific Use Designation (SUD) with Term for the sale of all alcoholic beverages for on-premises Consumption in a restaurant located at 3211 W Wadley Avenue named Tokyo 1.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Strategic Priority:

Quality of Life and Place

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The properties to the north are RR, Regional Retail and are the locations of businesses such as Walgreens, and various restaurants. The properties to the east are PD, Planned District, for housing development and are the locations of residences. The properties to the west are PD-planned district, for shopping center and RR, Regional Retail and are the locations of a grocery store and a fueling station. The properties to the south are SF2, a Single-Family Dwelling District and are the locations of residences.

Analysis:

The property is zoned RR, Regional Retail District and is the location of the shopping center where the restaurant is located. The RR zoning allows for alcoholic beverages sales for on-premises consumption in a restaurant with the approval of an SUD. The total area of the restaurant is 2,100 square feet and the proposed alcohol serviceable area is 1,100-square feet.

The proposed hours of operation:

Monday through Saturday from 11:30 a.m. to 9 p.m.

The proposed hours of alcohol service:

Monday through Saturday from 11:30 a.m. to 9 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 churches, private schools, public schools, public school grounds, athletic stadium, public hospital within 300 feet measurement along the property lines of the street fronts, and from the front door in a direct line across intersection where they occur within this site.

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." Tokyo 1 is a destination where Midland residents will gather and socialize.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Planning: (Approved with Conditions)

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, subject to Condition A through G.

Conditions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,100 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 Saturday from 11:30 a.m. to 9:00 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.

Letters of Objection:

As of November 1, 2024, staff has received one letter of objection.

Attachments:

Application
Floor Plan (Exhibit A)
Maps
PowerPoint
Objection Letter

Jose E. Ort

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 2,100-SQUARE FOOT PORTION OF LOT 1, BLOCK 1, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED APPROXIMATELY 330 FEET SOUTHEAST OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND WEST WADLEY AVENUE), 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

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 2,100-square foot portion of Lot 1, Block 1, Imperial Heights 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 RR, Regional 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 1,100 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 Saturday from 11:30 a.m. to 9:00 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., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

- FLOOR PLAN
- TOKYO 1
- SCALE 1/4" = 1'
- 24' X 84'

50 SEATS.

NOTES:

- HVAC - ROOF MNT.
- 9' PROPPED ACCOUSTICAL CEILINGS
- ATTCH. SITE PLAN

Servicable 1,100 SQFT

10-11-24

EXHIBIT "A"

MIDLAND Planning Division	Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption	Project Number: SUD-24-0188 Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Brian Choi (HO Lim)		Phone (808) 710-2733 Email tokyo1midland@gmail.co	
Address 3211 W. Wadley Ave Ste 3A	City Midland	State TX	Zip 79705
Property Owner Printed Name: Imperial Shopping Center 1, LTD		Phone (432) 697-6401 Email cassidy@imperialshoppingcenter.com	
Address 3211 W. Wadley Ave	City Midland	State TX	Zip 79705

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 3211 W. Wadley Ave Ste. 3A Midland, TX 79705

Business Name: Tokyo 1

Legal Description
Lot: A0.20 Block: 1 Subdivision: Imperial Heights

Current Zoning:

Reason for Request:

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: restaurant

Proposed/Current Days and Hours of Operation: ~~11AM~~ 11:30 AM to 9 PM Monday to Saturday

Proposed Days and Hours of Alcohol Service: As above

Total Square Footage of Business: 2,100

Square Footage of Alcohol Serviceable Area: ~~2,000~~ 1100 SF

Restroom Fixtures: *Men*	**Toilets/Urinals:** 1 /	**Bathroom Sinks:** 1	
Women	**Toilets:** 1	**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): [signature] Date: Sep. 14, 2023

Applicant (printed): Brian Choi (HOLim)

Property Owner (signature): [signature] Date: 9.14.23

Property Owner (printed): Cassidy Rembert

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 Brian Choi who, being by me duly sworn, upon oath says: That (s)he is authorized by Cassidy Rembert, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact. [signature]

Subscribed and sworn to before me, this 14 day of Sept., 2023, to certify which witness my hand and seal of office. [signature]

RITA HERNANDEZ
Notary Public, State of Texas
Comm. Expires 02-10-2027
Notary ID 130111939

Notary Public

FOR OFFICE USE ONLY

- ☐ Property Owner Authorization
- ☑ Application Fee
- Check # 1950
- ☑ Dimensioned Floor Plan
- ☑ Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: [signature] Date: 9/25/24

****Application will not be considered for scheduling until reviewed by a planner.****

- FLOOR PLAN
- TOKYO 1
- SCALE 1/4" = 1'
- 24' X 84'

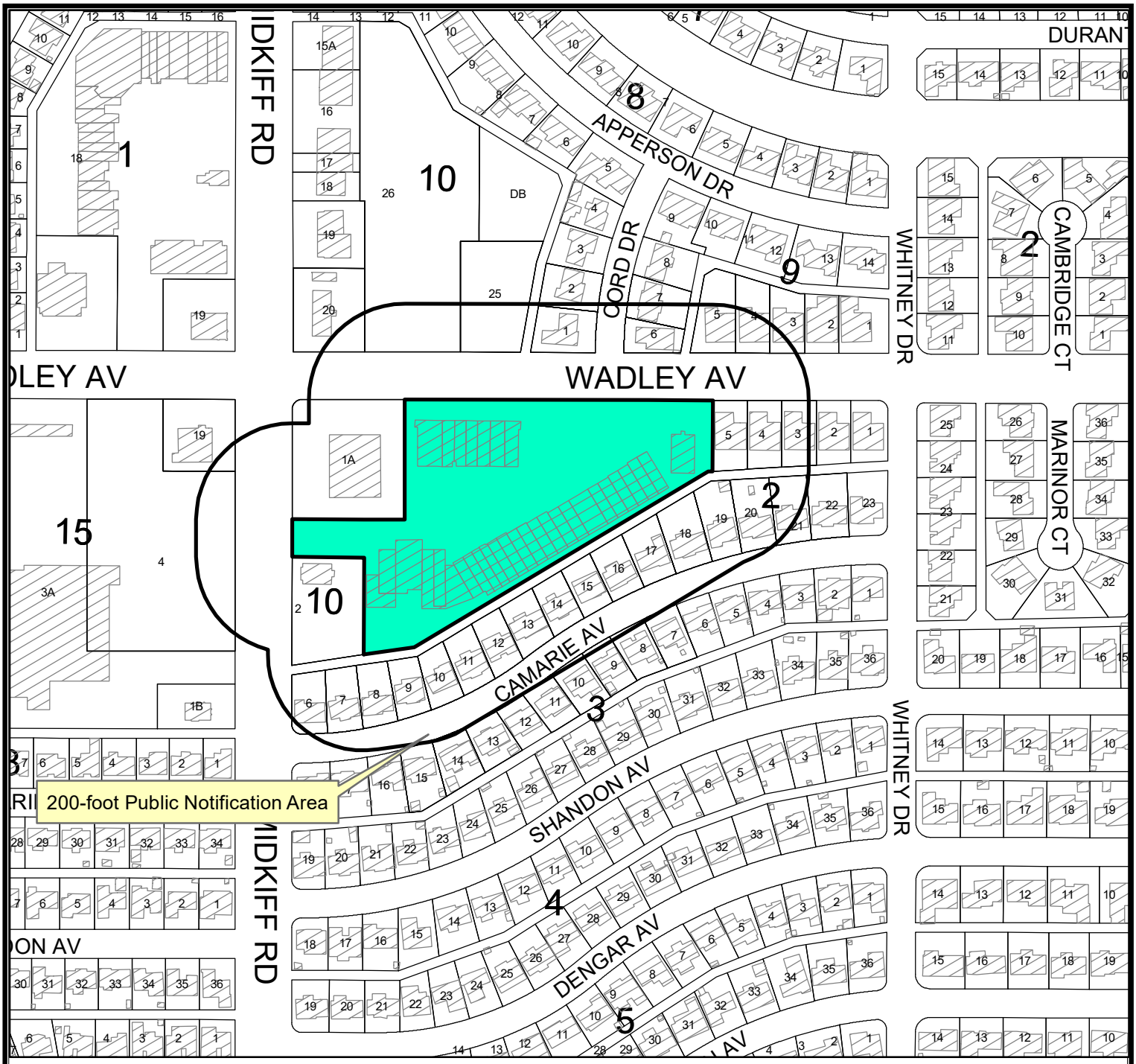
50 SEATS.

NOTES:

- HVAC - ROOF MNT.
- 9' PROPPED ACCOUSTICAL CEILINGS
- ATTCH. SITE PLAN

Servicable 1,100 SQFT

10-11-24



Location Map

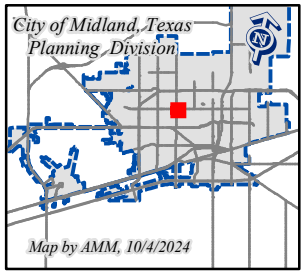
SUD-24-0188 **Scale: 1" = 600'**

Consider a request by Brian Choi Lim, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on Lot 1, Block 1, Imperial Heights, Suite 3A City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of W. Wadley and N. Midkiff.
(Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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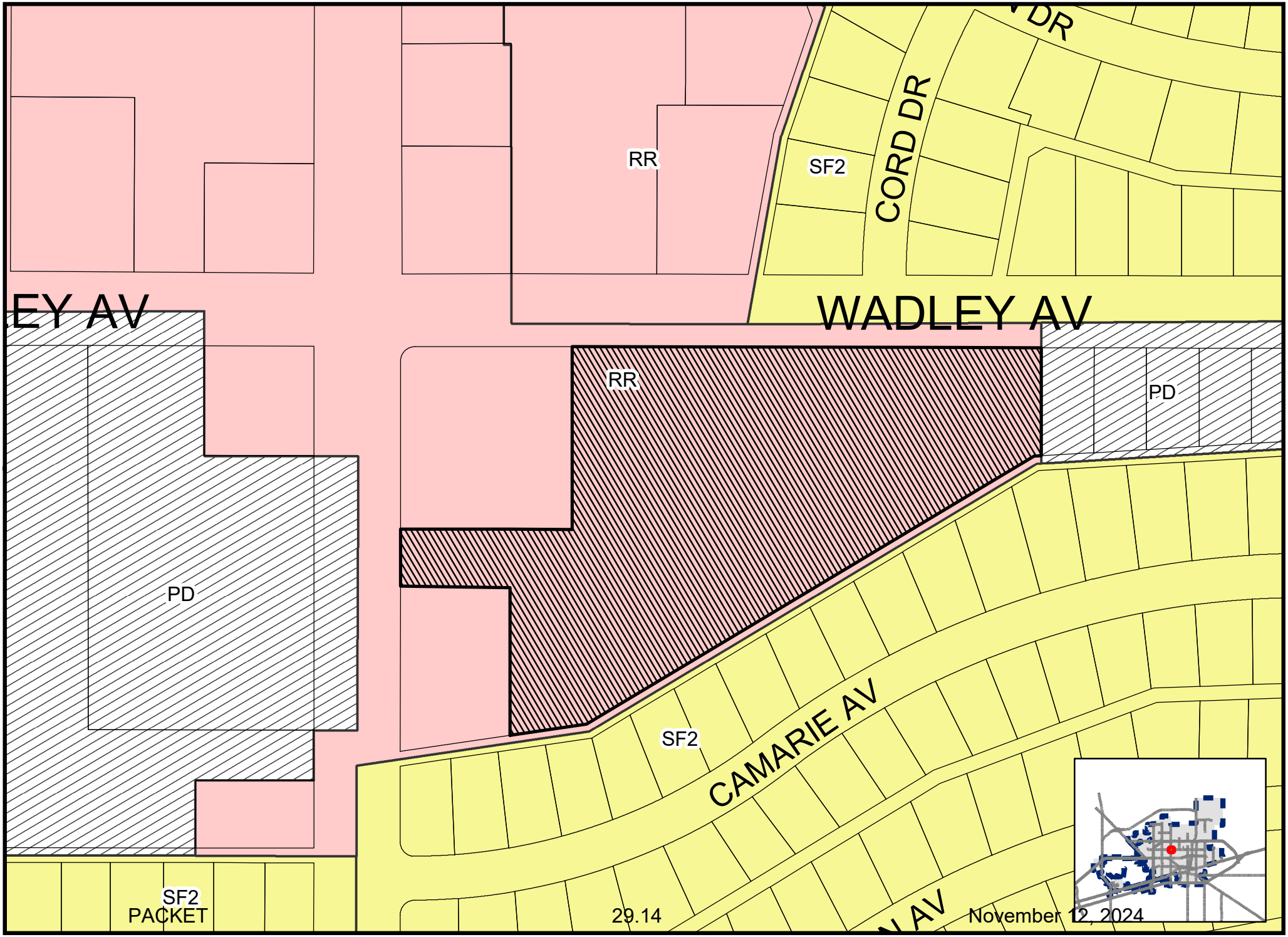
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map DG, 5/1/2024

SUB-24-0188

Scale: 1" = 977'

ZONING MAP

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WADLEY AV
CAMARIE AV
CORD
WHITNEY DR
1
1A
2
3
5
9
10

VII
BEAUTY LOUNGE
TOKYO 1
Weichert
of the Permian Basin
Nails
Lashes
PILOTS

MIDLAND
Planning Division

RECEIVED
OCT 30 2024

BLACKWOOD INVESTMENTS
PROPERTIES LLC
PO BOX 62027
TX MIDLAND 79711

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas, will hold a public hearing at **10:00 a.m.** on **November 12, 2024** in the Council Chamber, City Hall, 300 N. Loraine Street, Midland, TX 79701, on a request by **Brian Choi**, for a **Specific Use Designation with Term** on the following described property:

LEGAL DESCRIPTION: A 2,100 sq ft portion of Lot 1, Block 1, Imperial Heights, City and County of Midland, Texas.

LOCATION: Generally located 330 feet southeast of the intersection of North Midkiff Road and West Wadley Avenue. (Council District 3)

CURRENT ZONING: RR, Regional 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:**

This would be in violation of our employee housing contracts. It would give our employees easy access to consumption of Alcohol & put @ risk their driving Privileges.

Required Information:

Property Owner's Signature

Kevin Blackwood
Printed Name

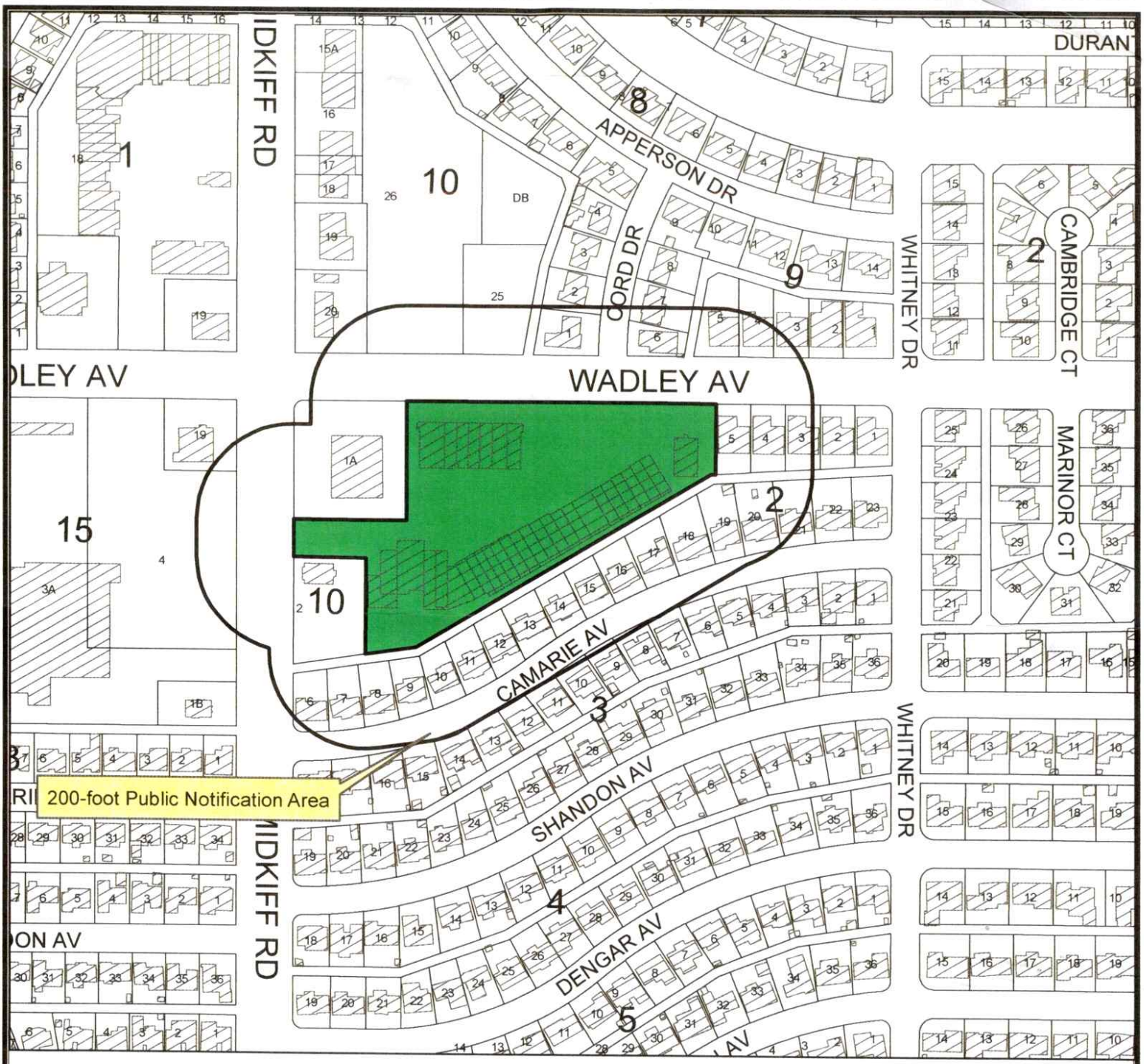
3209 W. Wadley Ave. Midland Texas 79705
Property Address (**No P. O. Boxes**)

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: 44
Date Mailed: 10/25/2024
Case Number: SUD-24-0187
Case Name: Tokyo 1
AMM : Planner's Initials

Landon Ochoa
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.



Location Map

SUD-24-0188 **Scale: 1" = 600'**

Consider a request by Brian Choi, for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages for on premises consumption in a Restaurant on a 2,100 square foot of Lot 1, Block 1, Imperial Heights, City and County of Midland, Texas.

Generally located 330 feet southeast of the intersection of North Midkiff Road and West Wadley Avenue. (Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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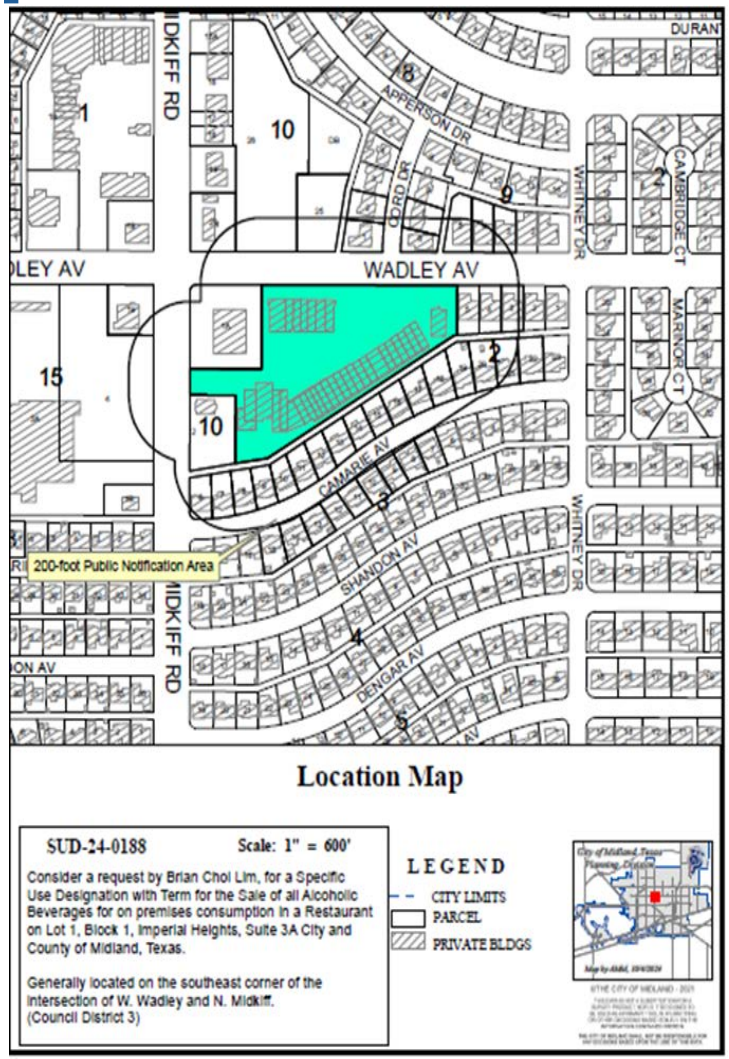
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

MIDLAND
Be the Energy!
Tokyo 1
Specific Use Designation
Visit Our Website
MIDLANDTEXAS.GOV

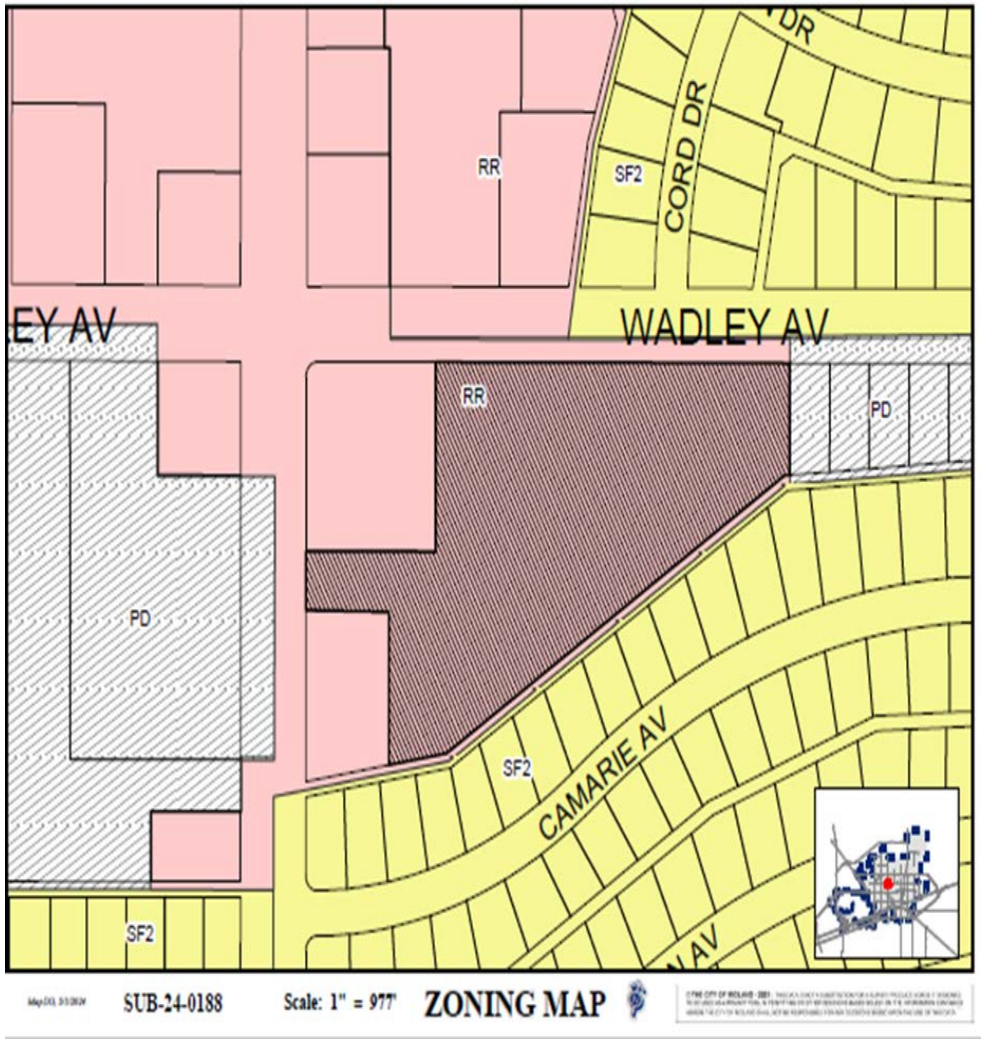
APPLICATION SUMMARY

- **Property Owner**: imperial Shopping Center
- **Representative:** Brian Choi
- **Reason for SUD:** Serve Alcohol on premises
- **Application Type:** Specific Use Designation
- **Address**: 3211 W. Wadley Ave. (District 3)



ZONING

- **Current Zoning:** RR, Regional Retail
- **Surrounding Zoning:**
  - North: RR, Regional Retail
  - South: SF2, Single Family Dwelling
  - East: PD, Planned District for housing development
  - West: PD, Planned District for shopping center



Site Photo

On Wadley, Looking South

Ariel Photo

STAFF'S RECOMMENDATION

- One objection received.
- Staff recommends APPROVAL of this SUD from subject to the below conditions.
- Conditions:
  A. That the serviceable area of the Establishment shall be limited to approximately 1,100 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.

STAFF'S RECOMMENDATION

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 11:30 a.m. to 9:00 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 all requirements of the Fire Department and Code Administration.

STAFF'S RECOMMENDATION

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.

MISSION

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

City Council Meeting

Item Number: 30

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Planning & Development Officer

Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF MIDLAND, TEXAS (DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

Purpose:

The purpose of this ordinance is to establish Tax Increment Reinvestment Zone (TIRZ) No. 3 within the City of Midland and its extraterritorial jurisdiction (ETJ), as authorized by Chapter 311 of the Texas Tax Code. The ordinance aims to promote economic development by leveraging tax increment financing to support infrastructure improvements and other projects along a portion of the State Highway 191 corridor, west of West State Highway 158.

Recommended City Council Action:

Approve

Fiscal Impact:

If approved, a portion of the incremental increase in real property tax revenue resulting from future growth within the zone will be dedicated to the TIRZ No. 3 Tax Increment Fund. The fund will be used to assist in financing projects aimed at expanding economic activity and property values within the zone, including but not limited to public infrastructure projects. The City is the only taxing entity contemplated to participate in the zone at this time and the share of its real property tax increment to be dedicated to the fund will be determined upon Council's adoption of the project plan and finance plan.

Discussion:

Establishing TIRZ No. 3 will bring significant benefits to Midland's residents by enabling strategic infrastructure investments that support economic growth along the Highway 191 corridor. The zone aims to attract private investment, enhance property values, and fund essential infrastructure, creating a vibrant, accessible regional commercial center for Midland residents, businesses, and visitors.

Including approximately 1,799 acres within the City and its extraterritorial jurisdiction (ETJ), TIRZ No. 3 is proposed to operate for a 30-year term, ending on December 31, 2054, under the oversight of the City Council as its Board of Directors. Currently, the City is the only local taxing entity anticipated to participate in the zone. While the City's final participation rate will be set by subsequent ordinance upon adoption of the zone's final project and finance plans, the preliminary plan proposes a 50% contribution of the City's incremental real property tax revenue from properties within the zone. Assuming this participation rate, the preliminary plan, attached as an exhibit to the ordinance, projects that new development and natural growth within the zone will generate approximately $98 million in additional tax revenue for the City over its 30-year term, including real and personal property taxes, sales and use tax, and hotel occupancy tax. Of this total, approximately 10 percent (or $9.8 million) will be reinvested in the zone, while the remaining 90 percent will contribute to the City's general fund.

The Highway 191 corridor serves as a vital link between Midland and Odesa and presents major growth opportunities for the region, both from a fiscal and quality of life perspective. The recent announcement of a 175,000-square-foot Costco underscores the corridor's emerging role as a regional hub for retail and amenities. Costco's arrival complements ongoing residential developments and planned projects in retail and recreational amenities, including a future zoo and commercial development nearby. Additionally, the Midland Development Corporation (MDC) holds key parcels along the corridor, presenting further opportunities for strategic commercial expansion. Planned infrastructure projects, such as the construction of Sinclair Avenue and the future CR-1250, will facilitate increased traffic flow, while the TIRZ provides a funding mechanism to support ongoing infrastructure improvements. These enhancements, including improved pedestrian access, lay the groundwork for additional mixed-use, pedestrian-friendly developments within and beyond the corridor.

New tax revenue generated within the TIRZ and dedicated to the zone's Tax Increment Fund may assist in funding various public improvements such as utility extensions, parking and transit facilities, street and intersection projects, pedestrian amenities, parks and trails, recreational facilities, and economic development grants. Leveraging tax increment financing within TIRZ No. 3 will enable Midland to manage and support growth in this key area, improve access to essential amenities, and provide long-term economic benefits that strengthen the city's economy and enhance quality of life for its residents.

If approved, the City Council will, through a separate ordinance at a future meeting, adopt the final project and finance plan for the TIRZ and set the City's participation rate.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF MIDLAND, TEXAS

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City and the City's ETJ, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Three, City of Midland,* attached as ***Exhibit "C"*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 1, 2024, which date is before the seventh (7th) day before the public hearing held on November 12, 2024; and

WHEREAS, at the public hearing on November 12, 2024, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 12, 2024, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 12, 2024; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the City limits of the City and within the City's ETJ; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in ***Exhibits "A"*** and ***"B"*** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Three, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members comprised of six (6) City Council members and the Mayor. The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint one member of the Board. The number of directors on the Board shall be increased by one for each taxing unit that appoints a director to the Board, provided that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur on the earlier of the following: (i) December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055); (ii) a termination date designated by a subsequent ordinance; and (iii) the date on which, subsequent to the issuance of tax increment bonds, if any, all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of: (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code; and (ii) a percentage of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, which shall be determined by the City Council in the ordinance finally approving the Zone's project plan and finance plan, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final

project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

The proposed boundaries of the Zone, being land all within the City and the City's ETJ, are described as follows:

Beginning at the northwest corner of Property ID R000007487, thence

East then south along the boundary of Property ID R000007487 to the point it meets the northern boundary of Property ID R000007487, thence

East along the northern boundary of Property ID R000007487 to the point it meets the northwest corner of Property ID R000007490, thence

East along the northern boundary of Property ID R000007490 to the point it meets Property ID R000007491, thence

North along the western boundary of Property ID R000007491, continuing south along the boundary of Property ID R000007491 to the point it meets the western right of way boundary of W State Highway 158, thence

South along the western right of way boundary of W State Highway 158 to the point it becomes Avalon Drive, thence

Continuing south along the western right of way boundary of Avalon Drive to the point it meets the southeast corner of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000220945, thence

West along the southern boundary of Property ID R000220945 to the point it meets the eastern right of way boundary of Deauville Blvd, thence

West across Deauville Blvd to the point the western right of way boundary meets the eastern boundary of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500, continuing west along the boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000007501, thence

West along the southern boundary of Property ID R000007501, continuing north along the western boundary of Property ID R000007501 to the point it meets the southeast corner of Property ID R000007502, thence

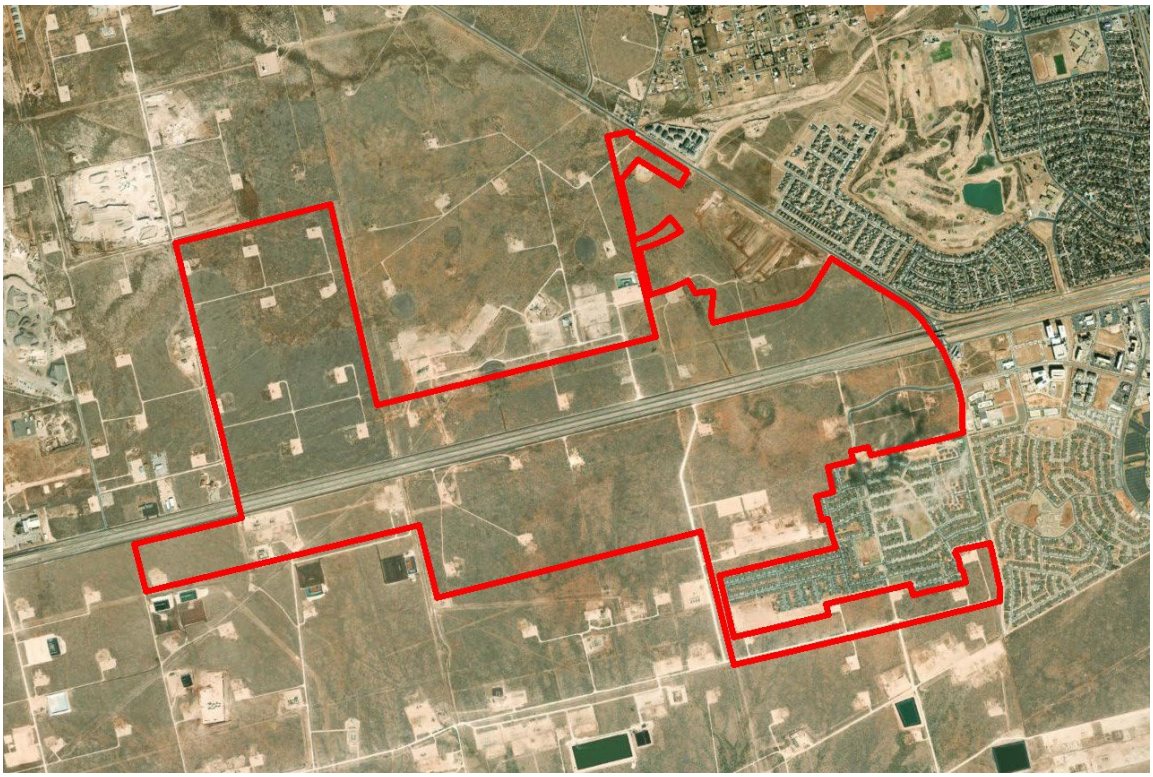
West along the southern boundary of Property ID R000007502, continuing north along the western boundary of Property ID R000007502, continuing east along the northern boundary of Property ID R000007502 along the point it meets the southern right of way boundary of TX 191, thence

North across TX 191 to the southwest corner of Property ID R000007487, thence

North along the western boundary of Property ID R000007487 to the northwest corner of Property ID R000007487, which is the point of beginning.

EXHIBIT B

BOUNDARY MAP

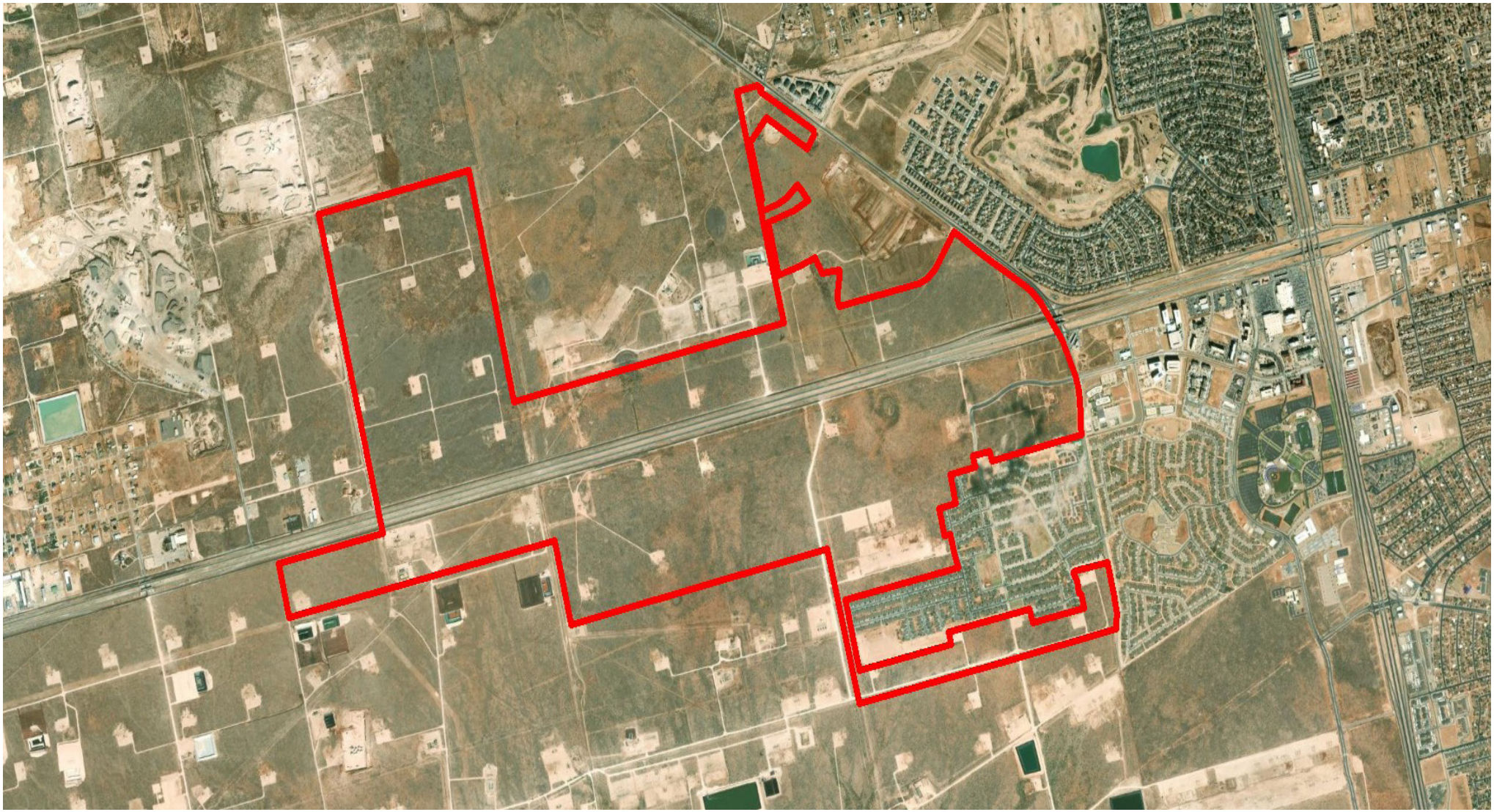


- TIRZ Boundary

EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #3
City of Midland, Texas



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- Terms and Conditions 15
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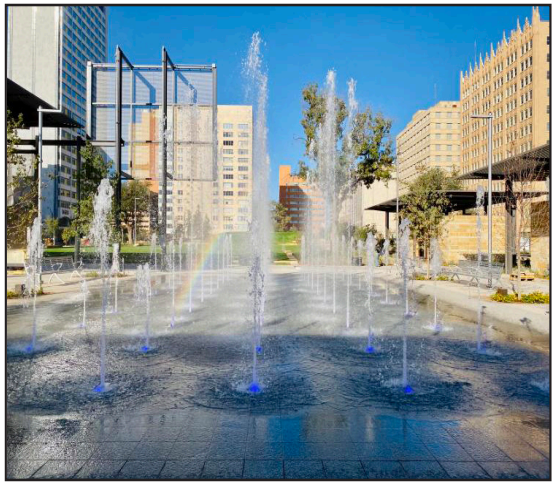
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

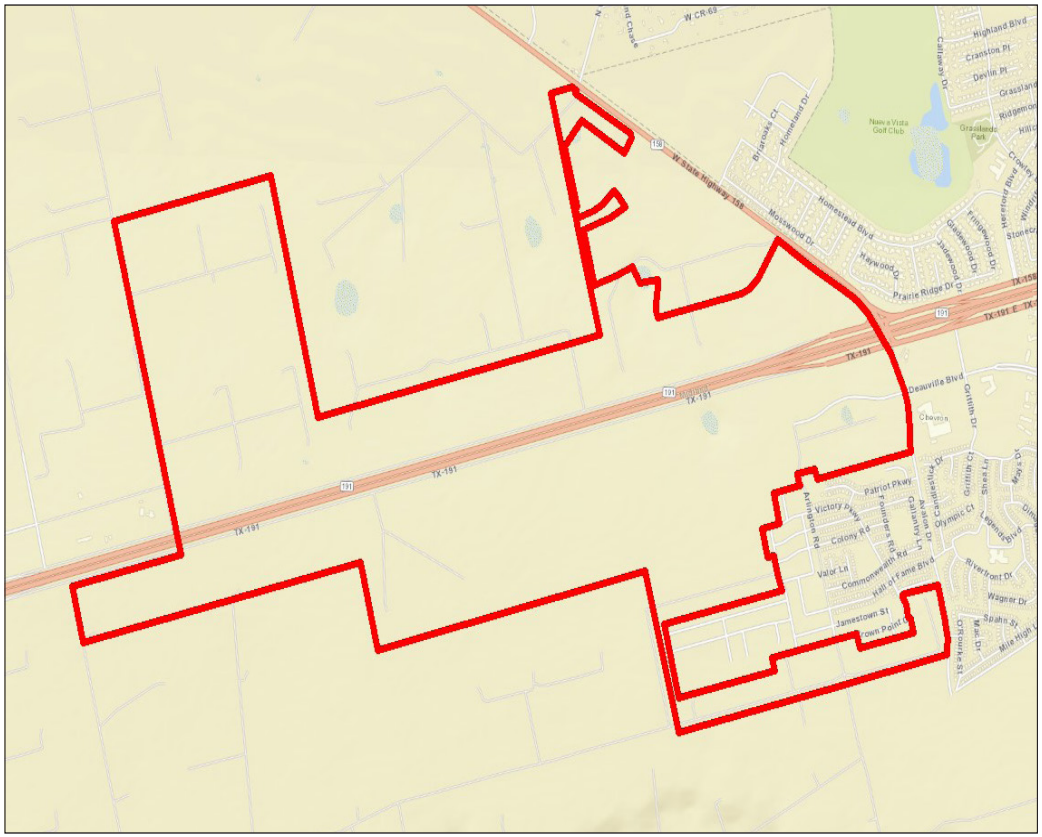
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #3, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits and the City's extraterritorial jurisdiction (ETJ) as Reinvestment Zone Number Three, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $9,800,760 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 1,799 acres located within the city limits of the City of Midland and within the City's extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

Beginning at the northwest corner of Property ID R000007487, thence

East then south along the boundary of Property ID R000007487 to the point it meets the northern boundary of Property ID R000007487, thence

East along the northern boundary of Property ID R000007487 to the point it meets the northwest corner of Property ID R000007490, thence

East along the northern boundary of Property ID R000007490 to the point it meets Property ID R000007491, thence

North along the western boundary of Property ID R000007491, continuing south along the boundary of Property ID R000007491 to the point it meets the western right of way boundary of W State Highway 158, thence

South along the western right of way boundary of W State Highway 158 to the point it becomes Avalon Drive, thence

Continuing south along the western right of way boundary of Avalon Drive to the point it meets the southeast corner of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000220945, thence

West along the southern boundary of Property ID R000220945 to the point it meets the eastern right of way boundary of Deauville Blvd, thence

West across Deauville Blvd to the point the western right of way boundary meets the eastern boundary of Property ID R000007500, thence

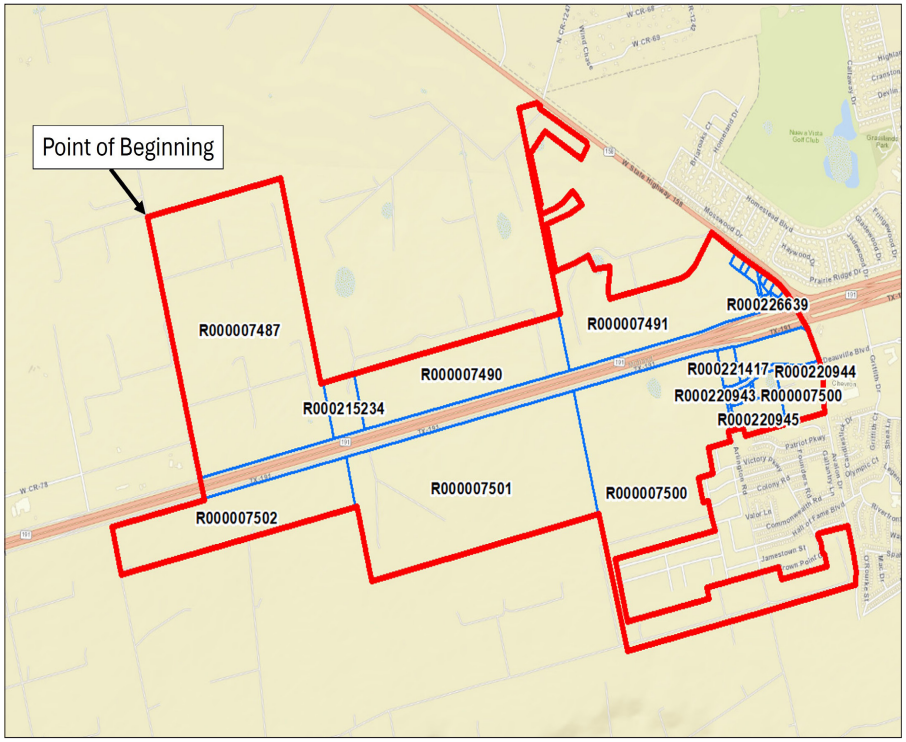
West along the southern boundary of Property ID R000007500, continuing west along the boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000007501, thence

West along the southern boundary of Property ID R000007501, continuing north along the western boundary of Property ID R000007501 to the point it meets the southeast corner of Property ID R000007502, thence

West along the southern boundary of Property ID R000007502, continuing north along the western boundary of Property ID R000007502, continuing east along the northern boundary of Property ID R000007502 along the point it meets the southern right of way boundary of TX 191, thence

North across TX 191 to the southwest corner of Property ID R000007487, thence

North along the western boundary of Property ID R000007487 to the northwest corner of Property ID R000007487, which is the point of beginning.



Land Use

The land within the zone is primarily vacant land that is well positioned for development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

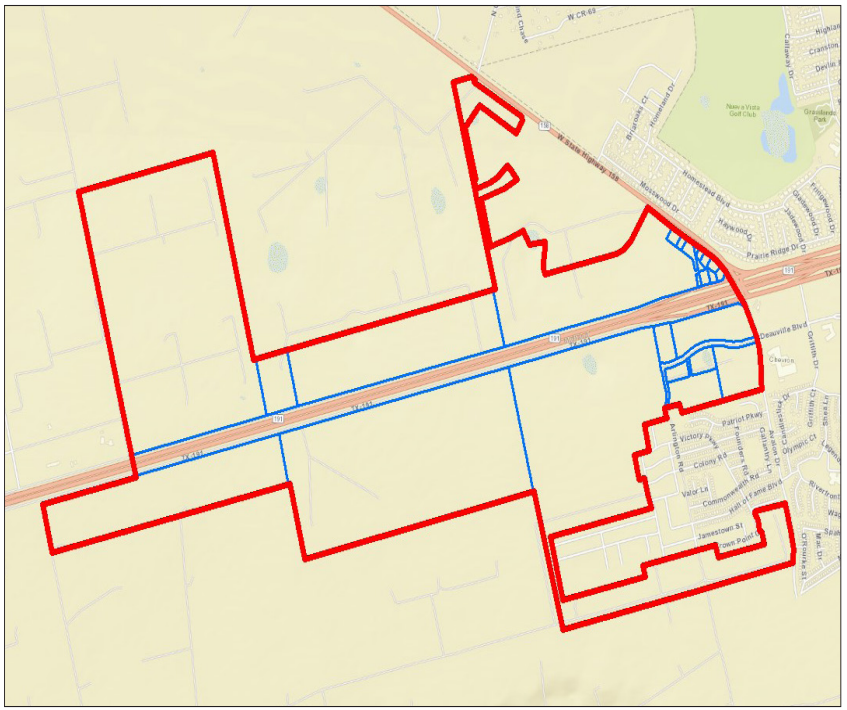
Current Ownership

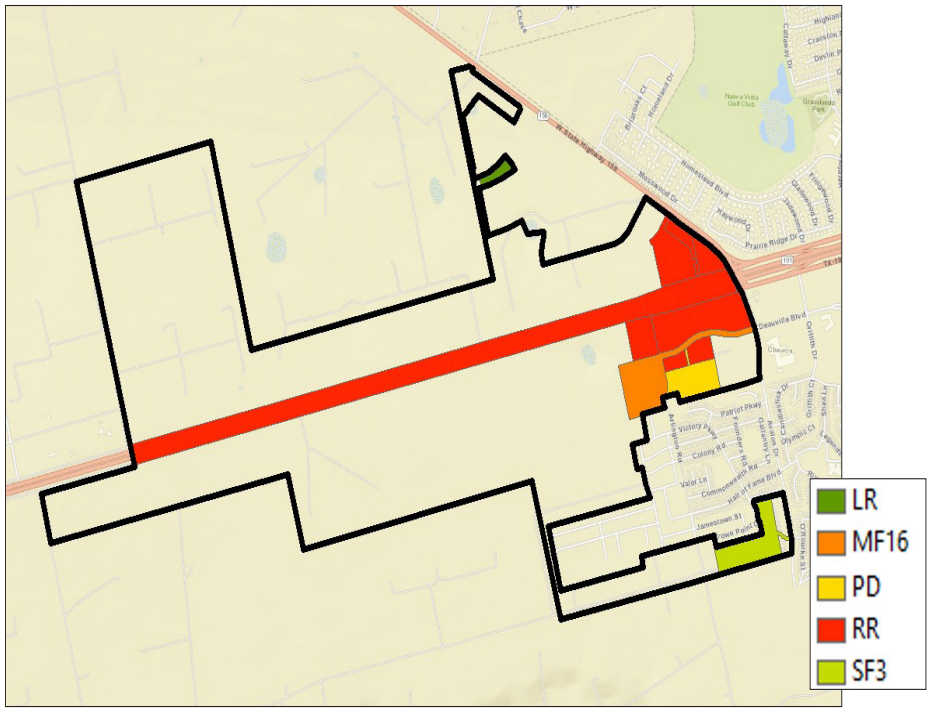
There are currently 23 parcels within Tax Increment Reinvestment Zone #3. The 2024 estimated taxable base value of the property within the TIRZ is $0. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The land within the zone is primarily in the City's ETJ, and is unzoned. The zoned property is primarily zoned retail (LR - Local Retail District in dark green and RR - Regional Retail District in red) and residential (SF3 - Single-Family Dwelling District in light green and MF16 - Multiple-Family Dwelling District in orange).

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.





Anticipated Development

The land within the zone is well positioned for future development, including a variety of retail uses and hotel development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #3				
Retail - QSR	2024	2,800	$ 500	$ 1,400,000
Retail - QSR	2024	4,300	$ 500	$ 2,150,000
Costco	2025	174,000	$ 75	$ 13,050,000
Retail	2025	5,200	$ 350	$ 1,820,000
Retail - QSR	2025	24,000	$ 500	$ 12,000,000
Auto Dealership	2025	165,000	$ 150	$ 24,750,000
Auto Dealership	2026	35,000	$ 150	$ 5,250,000
Entertainment	2026	65,000	$ 38	$ 2,437,500
Retail - QSR	2026	20,000	$ 500	$ 10,000,000
Hotel	2028	75	$ 85,000	$ 6,375,000
Retail - Big Box	2028	100,000	$ 150	$ 15,000,000
Retail - QSR	2028	18,000	$ 500	$ 9,000,000
Hotel	2030	75	$ 85,000	$ 6,375,000
Total				**$ 109,607,500**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #3			
Public Utilities	**$**	**1,960,152**	**20.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements			
Parking and Transit Improvements	**$**	**980,076**	**10.0%**
Street and Intersection Improvements	**$**	**1,960,152**	**20.0%**
Pedestrian Enhancements	**$**	**1,372,106**	**14.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience			
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$**	**980,076**	**10.0%**
Economic Development Grants	**$**	**2,450,190**	**25.0%**
Administrative Costs	**$**	**98,008**	**1.0%**
Total	$	9,800,760	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $9,800,760 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #3	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.1753310**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01000000	0%	0.0000000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.02000000		**0.00000000**

► ***INPUT***

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0100000	0.00%	0.0000000
MEDC	0.0025000	0.00%	0.0000000
Midland County Hospital District	0.0025000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000
	0.0200000		

		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	SF/UNITS	$ / SF	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Retail - QSR	2024	2,800	$ 500.00	$ 1,400,000	$ 15.00	$ 42,000	$ 500.00	$ 1,400,000
Retail - QSR	2024	4,300	$ 500.00	$ 2,150,000	$ 15.00	$ 64,500	$ 500.00	$ 2,150,000
Costco	2025	174,000	$ 75.00	$ 13,050,000	$ 115.00	$ 20,010,000	$ 750.00	$ 130,500,000
Retail	2025	5,200	$ 175.00	$ 910,000	$ 90.00	$ 468,000	$ 250.00	$ 1,300,000
Retail - QSR	2025	24,000	$ 500.00	$ 12,000,000	$ 15.00	$ 360,000	$ 500.00	$ 12,000,000
Auto Dealership	2025	165,000	$ 150.00	$ 24,750,000	$ 90.00	$ 14,850,000	$ 100.00	$ 16,500,000
Auto Dealership	2026	35,000	$ 150.00	$ 5,250,000	$ 90.00	$ 3,150,000	$ 100.00	$ 3,500,000
Entertainment	2026	65,000	$ 37.50	$ 2,437,500	$ 15.00	$ 975,000	$ 250.00	$ 16,250,000
Retail - QSR	2026	20,000	$ 500.00	$ 10,000,000	$ 15.00	$ 300,000	$ 500.00	$ 10,000,000
Hotel	2028	75	$ 85,000.00	$ 6,375,000	$ -	$ -		$ -
Retail - Big Box	2028	100,000	$ 150.00	$ 15,000,000	$ 15.00	$ 1,500,000	$ 250.00	$ 25,000,000
Retail - QSR	2028	18,000	$ 500.00	$ 9,000,000	$ 15.00	$ 270,000	$ 500.00	$ 9,000,000
Hotel	2030	75	$ 85,000.00	$ 6,375,000	$ -	$ -		$ -
	TOTAL	613,450		108,697,500		41,989,500		227,600,000

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*23.8%*	$ 78,719,687	=	$ 19,601,520	+	$ 9,656,420	+	$	49,461,746
Midland County	*26.7%*	$ 88,296,857	=	$ 7,355,084	+	$ 3,623,381	+	$	77,318,392
Midland Hospital	*13.6%*	$ 45,025,803	=	$ 4,265,344	+	$ 2,101,263	+	$	38,659,196
Midland College	*2.1%*	$ 6,923,544	=	$ 4,638,467	+	$ 2,285,077	+	$	-
Midland ISD	*22.1%*	$ 73,173,637	=	$ 49,023,086	+	$ 24,150,551	+	$	-
MEDC	*11.7%*	$ 38,659,196	=	$ -	+	$ -	+	$	38,659,196
	100.0%	330,798,724		$ 84,883,501		$ 41,816,693		$	204,098,530
		100.0%		*25.7%*		*12.6%*			*61.7%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*100.0%*	$ 9,800,760	=	$ 9,800,760	+	$ -	+	$	-
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$	-
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$	-
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$	-
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$	-
MEDC	*0.0%*	$ -	=	$ -	+	$ -	+	$	-
	100.0%	$ 9,800,760		$ 9,800,760		$ -		$	-
		100.0%		*100.0%*		*0.0%*			*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Midland	*21.5%*	$ 68,918,926	=	$ 9,800,760	+	$ 9,656,420	+	$	49,461,746
Midland County	*27.5%*	$ 88,296,857	=	$ 7,355,084	+	$ 3,623,381	+	$	77,318,392
Midland Hospital	*14.0%*	$ 45,025,803	=	$ 4,265,344	+	$ 2,101,263	+	$	38,659,196
Midland College	*2.2%*	$ 6,923,544	=	$ 4,638,467	+	$ 2,285,077	+	$	-
Midland ISD	*22.8%*	$ 73,173,637	=	$ 49,023,086	+	$ 24,150,551	+	$	-
MEDC	*12.0%*	$ 38,659,196	=	$ -	+	$ -	+	$	38,659,196
	100.0%	$ 320,997,964		$ 75,082,741		$ 41,816,693		$	204,098,530
		100.0%		*23.4%*		*13.0%*			*63.6%*

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
REAL PROPERTY		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Retail - QSR	Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	7,100	31,100	51,100	51,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100
	Taxable Value	-	**3,674,250**	**16,657,549**	**28,327,742**	**29,319,213**	**41,034,562**	**42,470,772**	**43,957,349**	**45,495,752**	**47,088,104**	**48,736,107**	**50,441,954**	**52,207,422**	**54,034,682**	**55,925,896**	**57,883,302**	**59,909,216**	**62,006,040**	**64,176,252**	**66,422,421**	**68,747,205**	**71,153,357**	**73,643,725**	**76,221,255**	**78,888,999**	**81,650,114**	**84,507,868**	**87,465,644**	**90,526,941**	**93,695,384**	**96,974,722**
Costco	Taxable Value Per SF	75	78	80	83	86	89	92	95	99	102	106	109	113	117	121	126	130	135	139	144	149	154	160	165	171	177	183	190	197	203	211
	Cumulative SF	-	-	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000
	Taxable Value	-	-	**13,979,486**	**14,468,768**	**14,975,175**	**15,499,306**	**16,041,782**	**16,603,244**	**17,184,358**	**17,785,810**	**18,408,314**	**19,052,605**	**19,719,446**	**20,409,627**	**21,123,964**	**21,863,302**	**22,628,518**	**23,420,516**	**24,240,234**	**25,088,642**	**25,966,745**	**26,875,581**	**27,816,226**	**28,789,794**	**29,797,437**	**30,840,347**	**31,919,759**	**33,036,951**	**34,193,244**	**35,390,008**	**36,628,658**
Retail	Taxable Value Per SF	350	362	375	388	402	416	430	445	461	477	494	511	529	547	567	586	607	628	650	673	696	721	746	772	799	827	856	886	917	949	982
	Cumulative SF	-	-	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200
	Taxable Value	-	-	**1,949,630**	**2,017,867**	**2,088,492**	**2,161,589**	**2,237,245**	**2,315,548**	**2,396,592**	**2,480,473**	**2,567,290**	**2,657,145**	**2,750,145**	**2,846,400**	**2,946,024**	**3,049,135**	**3,155,855**	**3,266,310**	**3,380,630**	**3,498,952**	**3,621,416**	**3,748,165**	**3,879,351**	**4,015,128**	**4,155,658**	**4,301,106**	**4,451,645**	**4,607,452**	**4,768,713**	**4,935,618**	**5,108,365**
Auto Dealership	Taxable Value Per SF	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	269	279	288	298	309	320	331	342	354	367	380	393	407	421
	Cumulative SF	-	-	165,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
	Taxable Value	-	-	**26,512,819**	**33,261,536**	**34,425,690**	**35,630,589**	**36,877,660**	**38,168,378**	**39,504,271**	**40,886,921**	**42,317,963**	**43,799,092**	**45,332,060**	**46,918,682**	**48,560,836**	**50,260,465**	**52,019,581**	**53,840,267**	**55,724,676**	**57,675,040**	**59,693,666**	**61,782,944**	**63,945,347**	**66,183,434**	**68,499,855**	**70,897,350**	**73,378,757**	**75,947,013**	**78,605,159**	**81,356,339**	**84,203,811**
Entertainment	Taxable Value Per SF	38	39	40	42	43	45	46	48	49	51	53	55	57	59	61	63	65	67	70	72	75	77	80	83	86	89	92	95	98	102	105
	Cumulative SF	-	-	-	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
	Taxable Value	-	-	-	**2,702,500**	**2,797,087**	**2,894,985**	**2,996,310**	**3,101,181**	**3,209,722**	**3,322,062**	**3,438,334**	**3,558,676**	**3,683,230**	**3,812,143**	**3,945,568**	**4,083,663**	**4,226,591**	**4,374,522**	**4,527,630**	**4,686,097**	**4,850,110**	**5,019,864**	**5,195,559**	**5,377,404**	**5,565,613**	**5,760,410**	**5,962,024**	**6,170,695**	**6,386,669**	**6,610,203**	**6,841,560**
Retail - Big Box	Taxable Value Per SF	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	269	279	288	298	309	320	331	342	354	367	380	393	407	421
	Cumulative SF	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
	Taxable Value	-	-	-	-	-	**17,815,295**	**18,438,830**	**19,084,189**	**19,752,136**	**20,443,460**	**21,158,981**	**21,899,546**	**22,666,030**	**23,459,341**	**24,280,418**	**25,130,232**	**26,009,791**	**26,920,133**	**27,862,338**	**28,837,520**	**29,846,833**	**30,891,472**	**31,972,674**	**33,091,717**	**34,249,927**	**35,448,675**	**36,689,378**	**37,973,507**	**39,302,579**	**40,678,170**	**42,101,906**
Hotel	Taxable Value Per Unit	85,000	87,975	91,054	94,241	97,539	100,953	104,487	108,144	111,929	115,846	119,901	124,097	128,441	132,936	137,589	142,405	147,389	152,547	157,887	163,413	169,132	175,052	181,178	187,520	194,083	200,876	207,906	215,183	222,715	230,510	238,577
	Cumulative Units	-	-	-	-	-	75	75	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
	Taxable Value	-	-	-	-	-	**7,571,500**	**7,836,503**	**16,221,561**	**16,789,315**	**17,376,941**	**17,985,134**	**18,614,614**	**19,266,125**	**19,940,440**	**20,638,355**	**21,360,698**	**22,108,322**	**22,882,113**	**23,682,987**	**24,511,892**	**25,369,808**	**26,257,751**	**27,176,773**	**28,127,960**	**29,112,438**	**30,131,374**	**31,185,972**	**32,277,481**	**33,407,192**	**34,576,444**	**35,786,620**
	Taxable Value	-	*3,674,250*	*59,099,483*	*80,778,413*	*83,605,657*	*122,607,827*	*126,899,100*	*139,451,349*	*144,332,147*	*149,383,772*	*154,612,204*	*160,023,631*	*165,624,458*	*171,421,314*	*177,421,060*	*183,630,797*	*190,057,875*	*196,709,900*	*203,594,747*	*210,720,563*	*218,095,783*	*225,729,135*	*233,629,655*	*241,806,693*	*250,269,927*	*259,029,375*	*268,095,403*	*277,478,742*	*287,190,498*	*297,242,165*	*307,645,641*
	PV																															GROSS
City of Midland	**7,314,595**	-	12,884	207,239	283,259	293,173	429,939	444,987	489,003	506,118	523,832	542,166	561,142	580,782	601,109	622,148	643,923	666,461	689,787	713,929	738,917	764,779	791,546	819,250	847,924	877,602	908,318	940,109	973,013	1,007,068	1,042,315	1,078,796	**19,601,520**
Midland County	**2,744,658**	-	4,835	77,763	106,287	110,007	161,326	166,973	183,489	189,911	196,558	203,437	210,557	217,927	225,554	233,449	241,620	250,076	258,829	267,888	277,264	286,968	297,012	307,408	318,167	329,303	340,828	352,757	365,104	377,882	391,108	404,797	**7,355,084**
Midland Hospital	**1,591,676**	-	2,804	45,096	61,638	63,795	93,556	96,830	106,408	110,133	113,987	117,977	122,106	126,380	130,803	135,381	140,119	145,024	150,099	155,353	160,790	166,418	172,243	178,271	184,511	190,968	197,652	204,570	211,730	219,141	226,811	234,749	**4,265,344**
Midland College	**1,730,912**	-	3,049	49,041	67,030	69,376	101,740	105,301	115,717	119,767	123,959	128,297	132,788	137,435	142,245	147,224	152,377	157,710	163,230	168,943	174,856	180,976	187,310	193,866	200,651	207,674	214,943	222,466	230,252	238,311	246,652	255,284	**4,638,467**
Midland ISD	**18,293,684**	-	32,223	518,302	708,427	733,222	1,075,271	1,112,905	1,222,988	1,265,793	1,310,096	1,355,949	1,403,407	1,452,526	1,503,365	1,555,983	1,610,442	1,666,808	1,725,146	1,785,526	1,848,019	1,912,700	1,979,645	2,048,932	2,120,645	2,194,867	2,271,688	2,351,197	2,433,489	2,518,661	2,606,814	2,698,052	**49,023,086**
Total	**31,675,525**	-	**55,794**	**897,441**	**1,226,641**	**1,269,574**	**1,861,832**	**1,926,996**	**2,117,605**	**2,191,721**	**2,268,431**	**2,347,827**	**2,430,000**	**2,515,050**	**2,603,077**	**2,694,185**	**2,788,481**	**2,886,078**	**2,987,091**	**3,091,639**	**3,199,847**	**3,311,841**	**3,427,756**	**3,547,727**	**3,671,898**	**3,800,414**	**3,933,428**	**4,071,098**	**4,213,587**	**4,361,062**	**4,513,700**	**4,671,679**	**84,883,591**
PERSONAL PROPERTY		**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Retail - QSR	Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
	Cumulative SF	-	7,100	31,100	51,100	51,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100
	Taxable Value	-	**110,228**	**499,726**	**849,832**	**879,576**	**1,231,037**	**1,274,123**	**1,318,717**	**1,364,873**	**1,412,643**	**1,462,086**	**1,513,259**	**1,566,223**	**1,621,040**	**1,677,777**	**1,736,499**	**1,797,277**	**1,860,181**	**1,925,288**	**1,992,673**	**2,062,416**	**2,134,601**	**2,209,312**	**2,286,638**	**2,366,670**	**2,449,503**	**2,535,236**	**2,623,969**	**2,715,808**	**2,810,862**	**2,909,242**
Costco	Taxable Value Per SF	115	119	123	128	132	137	141	146	151	157	162	168	174	180	186	193	199	206	214	221	229	237	245	254	263	272	281	291	301	312	323
	Cumulative SF	-	-	174,000	174,000	174,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000
	Taxable Value	-	-	**21,435,212**	**22,185,445**	**22,961,935**	**37,423,995**	**38,733,835**	**40,089,520**	**41,492,653**	**42,944,896**	**44,447,967**	**46,003,646**	**47,613,773**	**49,280,255**	**51,005,064**	**52,790,242**	**54,637,900**	**56,550,227**	**58,529,485**	**60,578,017**	**62,698,247**	**64,892,686**	**67,163,930**	**69,514,667**	**71,947,681**	**74,465,849**	**77,072,154**	**79,769,680**	**82,561,618**	**85,451,275**	**88,442,070**
Retail	Taxable Value Per SF	90	93	96	100	103	107	111	115	119	123	127	131	136	141	146	151	156	162	167	173	179	185	192	199	205	213	220	228	236	244	253
	Cumulative SF	-	-	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200
	Taxable Value	-	-	**501,333**	**518,880**	**537,041**	**555,837**	**575,291**	**595,427**	**616,267**	**637,836**	**660,160**	**683,266**	**707,180**	**731,931**	**757,549**	**784,063**	**811,505**	**839,908**	**869,305**	**899,731**	**931,221**	**963,814**	**997,547**	**1,032,462**	**1,068,598**	**1,105,999**	**1,144,709**	**1,184,773**	**1,226,240**	**1,269,159**	**1,313,579**
Auto Dealership	Taxable Value Per SF	90	93	96	100	103	107	111	115	119	123	127	131	136	141	146	151	156	162	167	173	179	185	192	199	205	213	220	228	236	244	253
	Cumulative SF	-	-	165,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
	Taxable Value	-	-	**15,907,691**	**19,956,922**	**20,655,414**	**21,378,354**	**22,126,596**	**22,901,027**	**23,702,563**	**24,532,152**	**25,390,778**	**26,279,455**	**27,199,236**	**28,151,209**	**29,136,501**	**30,156,279**	**31,211,749**	**32,304,160**	**33,434,806**	**34,605,024**	**35,816,200**	**37,069,767**	**38,367,208**	**39,710,061**	**41,099,913**	**42,538,410**	**44,027,254**	**45,568,208**	**47,163,095**	**48,813,804**	**50,522,287**
Retail - Big Box	Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
	Cumulative SF	-	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
	Taxable Value	-	-	-	-	-	**1,781,529**	**1,843,883**	**1,908,419**	**1,975,214**	**2,044,346**	**2,115,898**	**2,189,955**	**2,266,603**	**2,345,934**	**2,428,042**	**2,513,023**	**2,600,979**	**2,692,013**	**2,786,234**	**2,883,752**	**2,984,683**	**3,089,147**	**3,197,267**	**3,309,172**	**3,424,993**	**3,544,867**	**3,668,938**	**3,797,351**	**3,930,258**	**4,067,817**	**4,210,191**
Entertainment	Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
	Cumulative SF	-	-	-	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
	Taxable Value	-	-	-	**1,081,000**	**1,118,835**	**1,157,994**	**1,198,524**	**1,240,472**	**1,283,889**	**1,328,825**	**1,375,334**	**1,423,470**	**1,473,292**	**1,524,857**	**1,578,227**	**1,633,465**	**1,690,636**	**1,749,809**	**1,811,052**	**1,874,439**	**1,940,044**	**2,007,946**	**2,078,224**	**2,150,962**	**2,226,245**	**2,304,164**	**2,384,810**	**2,468,278**	**2,554,668**	**2,644,081**	**2,736,624**
	Taxable Value	-	*110,228*	*38,343,963*	*44,592,079*	*46,152,801*	*63,528,747*	*65,752,253*	*68,053,582*	*70,435,457*	*72,900,698*	*75,452,222*	*78,093,050*	*80,826,307*	*83,655,228*	*86,583,161*	*89,613,571*	*92,750,046*	*95,996,298*	*99,356,168*	*102,833,634*	*106,432,811*	*110,157,960*	*114,013,488*	*118,003,960*	*122,134,099*	*126,408,793*	*130,833,100*	*135,412,259*	*140,151,688*	*145,056,997*	*150,133,992*
	PV																															GROSS
City of Midland	**3,642,911**	-	387	134,458	156,367	161,840	222,771	230,568	238,638	246,990	255,635	264,582	273,843	283,427	293,347	303,614	314,241	325,238	336,623	348,404	360,598	373,219	386,282	399,802	413,795	428,278	443,268	458,782	474,839	491,459	508,660	526,463	**9,656,420**
Midland County	**1,366,930**	-	145	50,453	58,674	60,727	83,590	86,516	89,544	92,678	95,922	99,279	102,754	106,350	110,073	113,925	117,913	122,040	126,311	130,732	135,307	140,043	144,945	150,018	155,268	160,703	166,327	172,149	178,174	184,410	190,865	197,545	**3,623,381**
Midland Hospital	**792,707**	-	84	29,258	34,026	35,217	48,476	50,172	51,928	53,746	55,627	57,574	59,589	61,675	63,833	66,067	68,380	70,773	73,250	75,814	78,467	81,214	84,056	86,998	90,043	93,194	96,456	99,832	103,326	106,943	110,686	114,560	**2,101,263**
Midland College	**862,052**	-	91	31,818	37,003	38,298	52,716	54,561	56,471	58,447	60,493	62,610	64,802	67,070	69,417	71,847	74,361	76,964	79,658	82,446	85,331	88,318	91,409	94,608	97,920	101,347	104,894	108,565	112,365	116,298	120,368	124,581	**2,285,077**
Midland ISD	**9,110,861**	-	967	336,277	391,073	404,760	557,147	576,647	596,830	617,719	639,339	661,716	684,876	708,847	733,656	759,334	785,911	813,418	841,888	871,354	901,851	933,416	966,085	999,898	1,034,895	1,071,116	1,108,605	1,147,406	1,187,566	1,229,130	1,272,150	1,316,675	**24,150,551**
Total	**15,775,460**	-	**1,674**	**582,263**	**677,142**	**700,842**	**964,701**	**998,465**	**1,033,411**	**1,069,581**	**1,107,016**	**1,145,762**	**1,185,863**	**1,227,368**	**1,270,326**	**1,314,788**	**1,360,805**	**1,408,434**	**1,457,729**	**1,508,749**	**1,561,555**	**1,616,210**	**1,672,777**	**1,731,324**	**1,791,921**	**1,854,638**	**1,919,550**	**1,986,735**	**2,056,270**	**2,128,240**	**2,202,728**	**2,279,824**	**41,816,493**
SALES TAX		**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Retail - QSR	Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	7,100	31,100	51,100	51,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100
	Taxable Value	-	**3,674,250**	**16,657,549**	**28,327,742**	**29,319,213**	**41,034,562**	**42,470,772**	**43,957,349**	**45,495,752**	**47,088,104**	**48,736,107**	**50,441,954**	**52,207,422**	**54,034,682**	**55,925,896**	**57,883,302**	**59,909,216**	**62,006,040**	**64,176,252**	**66,422,421**	**68,747,205**	**71,153,357**	**73,643,725**	**76,221,255**	**78,888,999**	**81,650,114**	**84,507,868**	**87,465,644**	**90,526,941**	**93,695,384**	**96,974,722**
Costco	Sales Per SF	750	776	803	832	861	891	922	954	988	1,022	1,058	1,095	1,133	1,173	1,214	1,257	1,300	1,346	1,393	1,442	1,492	1,545	1,599	1,655	1,712	1,772	1,834	1,899	1,965	2,034	2,105
	Cumulative SF	-	-	174,000	174,000	174,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000
	Taxable Value	-	-	**139,794,863**	**144,687,683**	**149,751,752**	**244,069,536**	**252,611,970**	**261,453,388**	**270,604,257**	**280,075,406**	**289,878,045**	**300,023,777**	**310,524,609**	**321,392,970**	**332,641,724**	**344,284,185**	**356,334,131**	**368,805,826**	**381,714,030**	**395,074,021**	**408,901,611**	**423,213,168**	**438,025,629**	**453,356,526**	**469,224,004**	**485,646,844**	**502,644,484**	**520,237,041**	**538,445,327**	**557,290,924**	**576,796,106**
Retail	Sales Per SF	250	259	268	277	287	297	307	318	329	341	353	365	378	391	405	419	433	449	464	481	497	515	533	552	571	591	611	633	655	678	702
	Cumulative SF	-	-	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200
	Taxable Value	-	-	**1,392,593**	**1,441,333**	**1,491,780**	**1,543,992**	**1,598,032**	**1,653,963**	**1,711,852**	**1,771,767**	**1,833,778**	**1,897,961**	**1,964,389**	**2,033,143**	**2,104,303**	**2,177,953**	**2,254,182**	**2,333,078**	**2,414,736**	**2,499,252**	**2,586,726**	**2,677,261**	**2,770,965**	**2,867,949**	**2,968,327**	**3,072,218**	**3,179,746**	**3,291,037**	**3,406,224**	**3,525,441**	**3,648,832**
Auto Dealership	Sales Per SF	100	104	107	111	115	119	123	127	132	136	141	146	151	156	162	168	173	179	186	192	199	206	213	221	228	236	245	253	262	271	281
	Cumulative SF	-	-	165,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
	Taxable Value	-	-	**17,675,213**	**22,174,358**	**22,950,460**	**23,753,726**	**24,585,107**	**25,445,585**	**26,336,181**	**27,257,947**	**28,211,975**	**29,199,394**	**30,221,373**	**31,278,121**	**32,373,890**	**33,506,977**	**34,679,721**	**35,893,511**	**37,149,784**	**38,450,026**	**39,795,777**	**41,188,629**	**42,630,232**	**44,122,290**	**45,666,570**	**47,264,900**	**48,919,171**	**50,631,342**	**52,403,439**	**54,237,560**	**56,135,874**
Retail - Big Box	Sales Per SF	250	259	268	277	287	297	307	318	329	341	353	365	378	391	405	419	433	449	464	481	497	515	533	552	571	591	611	633	655	678	702
	Cumulative SF	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
	Taxable Value	-	-	-	-	-	**29,692,158**	**30,731,383**	**31,806,982**	**32,920,226**	**34,072,434**	**35,264,969**	**36,499,243**	**37,776,716**	**39,098,902**	**40,467,363**	**41,883,721**	**43,349,651**	**44,866,889**	**46,437,230**	**48,062,533**	**49,744,722**	**51,485,787**	**53,287,739**	**55,152,863**	**57,083,212**	**59,081,125**	**61,148,964**	**63,289,178**	**65,504,299**	**67,796,949**	**70,169,843**
Entertainment	Taxable Value Per SF	250	259	268	277	287	297	307	318	329	341	353	365	378	391	405	419	433	449	464	481	497	515	533	552	571	591	611	633	655	678	702
	Cumulative SF	-	-	-	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
	Taxable Value	-	-	-	**18,016,665**	**18,647,249**	**19,299,902**	**19,975,399**	**20,674,538**	**21,398,147**	**22,147,082**	**22,922,230**	**23,724,508**	**24,554,866**	**25,414,286**	**26,303,786**	**27,224,418**	**28,177,273**	**29,163,478**	**30,184,199**	**31,240,646**	**32,334,069**	**33,465,761**	**34,637,063**	**35,849,360**	**37,104,088**	**38,402,731**	**39,746,827**	**41,137,966**	**42,577,794**	**44,068,017**	**45,610,398**
	Taxable Value	-	*3,674,250*	*175,520,216*	*214,547,781*	*222,160,453*	*359,393,876*	*371,972,662*	*384,991,705*	*398,466,415*	*412,412,739*	*426,847,185*	*441,786,836*	*457,249,376*	*473,253,104*	*489,816,952*	*506,960,556*	*524,704,176*	*543,068,822*	*562,076,231*	*581,748,899*	*602,110,110*	*623,183,964*	*644,995,403*	*667,570,242*	*690,935,200*	*715,117,932*	*740,147,060*	*766,052,707*	*792,864,034*	*820,614,475*	*849,335,575*
	PV																															GROSS
City of Midland	**29,365,044**	-	50,013	698,951	1,139,228	1,179,101	1,805,954	1,869,162	1,963,024	2,031,730	2,102,840	2,176,440	2,252,615	2,331,457	2,413,058	2,497,515	2,584,928	2,675,400	2,769,039	2,865,956	2,966,264	3,070,083	3,177,536	3,288,750	3,403,856	3,522,991	3,646,296	3,773,916	3,906,004	4,042,714	4,184,209	4,330,656	**78,719,687**
MEDC	**14,451,674**	-	9,186	438,801	536,619	555,401	898,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	**38,659,196**
Midland County	**33,014,937**	-	23,351	1,005,816	1,238,200	1,281,537	2,041,886	2,113,352	2,197,991	2,274,921	2,354,543	2,436,952	2,522,246	2,610,524	2,701,893	2,796,459	2,894,335	2,995,637	3,100,484	3,209,001	3,321,316	3,437,562	3,557,877	3,682,402	3,811,286	3,944,681	4,082

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
PARTICIPATION																																	
REAL PROPERTY	*Taxable Value*	-	*3,674,250*	*59,099,483*	*80,778,413*	*83,605,657*	*122,607,827*	*126,899,100*	*139,451,349*	*144,332,147*	*149,383,772*	*154,612,204*	*160,023,631*	*165,624,458*	*171,421,314*	*177,421,060*	*183,630,797*	*190,057,875*	*196,709,900*	*203,594,747*	*210,720,563*	*218,095,783*	*225,729,135*	*233,629,655*	*241,806,693*	*250,269,927*	*259,029,375*	*268,095,403*	*277,478,742*	*287,190,498*	*297,242,165*	*307,645,641*	
	PV																																GROSS
City of Midland	**3,657,298**	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	**9,800,760**
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	*3,657,298*	-	*6,442*	*103,620*	*141,630*	*146,587*	*214,970*	*222,493*	*244,501*	*253,059*	*261,916*	*271,083*	*280,571*	*290,391*	*300,555*	*311,074*	*321,962*	*333,230*	*344,893*	*356,965*	*369,458*	*382,390*	*395,773*	*409,625*	*423,962*	*438,801*	*454,159*	*470,054*	*486,506*	*503,534*	*521,158*	*539,398*	*9,800,760*
PERSONAL PROPERTY	*Taxable Value*	-	*110,228*	*38,343,963*	*44,592,079*	*46,152,801*	*63,528,747*	*65,752,253*	*68,053,582*	*70,435,457*	*72,900,698*	*75,452,222*	*78,093,050*	*80,826,307*	*83,655,228*	*86,583,161*	*89,613,571*	*92,750,046*	*95,996,298*	*99,356,168*	*102,833,634*	*106,432,811*	*110,157,960*	*114,013,488*	*118,003,960*	*122,134,099*	*126,408,793*	*130,833,100*	*135,412,259*	*140,151,688*	*145,056,997*	*150,133,992*	
	PV																																GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	*3,674,250*	*175,520,216*	*214,647,781*	*222,160,453*	*359,393,876*	*371,972,662*	*384,991,705*	*398,466,415*	*412,412,739*	*426,847,185*	*441,786,836*	*457,249,376*	*473,253,104*	*489,816,962*	*506,960,556*	*524,704,176*	*543,068,822*	*562,076,231*	*581,748,899*	*602,110,110*	*623,183,964*	*644,995,403*	*667,570,242*	*690,935,200*	*715,117,932*	*740,147,060*	*766,052,207*	*792,864,034*	*820,614,275*	*849,335,775*	
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																																
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																	
	PV																																GROSS
City of Midland	**3,657,298**	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	**9,800,760**
MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	*3,657,298*	-	*6,442*	*103,620*	*141,630*	*146,587*	*214,970*	*222,493*	*244,501*	*253,059*	*261,916*	*271,083*	*280,571*	*290,391*	*300,555*	*311,074*	*321,962*	*333,230*	*344,893*	*356,965*	*369,458*	*382,390*	*395,773*	*409,625*	*423,962*	*438,801*	*454,159*	*470,054*	*486,506*	*503,534*	*521,158*	*539,398*	*9,800,760*
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																	
SUMMARY																																	
	PV																																GROSS
City of Midland	**25,707,746**	-	43,571	595,331	997,598	1,032,514	1,590,984	1,646,669	1,718,523	1,778,671	1,840,924	1,905,357	1,972,044	2,041,066	2,112,503	2,186,441	2,262,966	2,342,170	2,424,146	2,508,991	2,596,806	2,687,694	2,781,763	2,879,125	2,979,894	3,084,191	3,192,137	3,303,862	3,419,497	3,539,180	3,663,051	3,791,258	**68,918,926**
MEDC	**14,451,674**	-	9,186	438,801	536,619	555,401	898,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	**38,659,196**
Midland County	**33,014,937**	-	23,351	1,005,816	1,238,200	1,281,537	2,041,886	2,113,352	2,197,991	2,274,921	2,354,543	2,436,952	2,522,246	2,610,524	2,701,893	2,796,459	2,894,335	2,995,637	3,100,484	3,209,001	3,321,316	3,437,562	3,557,877	3,682,402	3,811,286	3,944,681	4,082,745	4,225,641	4,373,539	4,526,613	4,685,044	4,849,021	**88,296,857**
Midland Hospital	**16,836,057**	-	12,073	513,155	632,283	654,413	1,040,516	1,076,934	1,120,816	1,160,044	1,200,646	1,242,669	1,286,162	1,331,178	1,377,769	1,425,991	1,475,901	1,527,557	1,581,022	1,636,357	1,693,630	1,752,907	1,814,259	1,877,758	1,943,479	2,011,501	2,081,903	2,154,770	2,230,187	2,308,244	2,389,032	2,472,648	**45,025,803**
Midland College	**2,592,964**	-	3,140	80,859	104,032	107,674	154,456	159,862	172,188	178,214	184,452	190,907	197,589	204,505	211,663	219,071	226,738	234,674	242,888	251,389	260,187	269,294	278,719	288,474	298,571	309,021	319,837	331,031	342,617	354,609	367,020	379,866	**6,923,544**
Midland ISD	**27,494,545**	-	33,190	854,579	1,099,499	1,137,982	1,632,418	1,689,552	1,819,818	1,883,512	1,949,435	2,017,665	2,088,283	2,161,373	2,237,021	2,315,317	2,396,353	2,480,225	2,567,033	2,656,880	2,749,870	2,846,116	2,945,730	3,048,830	3,155,539	3,265,983	3,380,293	3,498,603	3,621,054	3,747,791	3,878,964	4,014,727	**73,173,837**
Total	*120,007,923*	-	*124,511*	*3,488,540*	*4,608,233*	*4,769,521*	*7,358,745*	*7,616,301*	*7,991,815*	*8,271,529*	*8,561,032*	*8,860,668*	*9,170,792*	*9,491,769*	*9,823,981*	*10,167,821*	*10,523,694*	*10,892,024*	*11,273,244*	*11,667,808*	*12,076,181*	*12,498,848*	*12,936,307*	*13,389,078*	*13,857,696*	*14,342,715*	*14,844,710*	*15,364,275*	*15,902,025*	*16,458,596*	*17,034,646*	*17,630,859*	*320,997,964*

HOT Generated

Revenue Year		0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms		0	0	0	0	0	75	75	150	150	150	150	150	150	150	150
Occupancy		0%	0%	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	-	-	27,375	27,375	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
# of Occupied Rooms		-	-	-	0	0	19,163	19,163	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325
Average Daily Rate		$ 150.00	$ 155.25	$ 160.68	$ 166.31	$ 172.13	$ 178.15	$ 184.39	$ 190.84	$ 197.52	$ 204.43	$ 211.59	$ 219.00	$ 226.66	$ 234.59	$ 242.80
Annual Taxable Revenue		$ -	$ -	$ -	$ -	$ -	$ 3,413,856	$ 3,533,341	$ 7,314,015	$ 7,570,006	$ 7,834,956	$ 8,109,180	$ 8,393,001	$ 8,686,756	$ 8,990,792	$ 9,305,470
City Tax Rate	7%	$ -	$ -	$ -	$ -	$ -	$ 238,970	$ 247,334	$ 511,981	$ 529,900	$ 548,447	$ 567,643	$ 587,510	$ 608,073	$ 629,355	$ 651,383
State Tax Rate	6%	$ -	$ -	$ -	$ -	$ -	$ 204,831	$ 212,000	$ 438,841	$ 454,200	$ 470,097	$ 486,551	$ 503,580	$ 521,205	$ 539,448	$ 558,328
		$ -	$ -	$ -	$ -	$ -	$ 443,801	$ 459,334	$ 950,822	$ 984,101	$ 1,018,544	$ 1,054,193	$ 1,091,090	$ 1,129,278	$ 1,168,803	$ 1,209,711

	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	
	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	
	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	
$	251.30	$ 260.10	$ 269.20	$ 278.62	$ 288.38	$ 298.47	$ 308.91	$ 319.73	$ 330.92	$ 342.50	$ 354.49	$ 366.89	$ 379.74	$ 393.03	$ 406.78	$ 421.02	
$	9,631,162	$ 9,968,252	$ 10,317,141	$ 10,678,241	$ 11,051,979	$ 11,438,799	$ 11,839,157	$ 12,253,527	$ 12,682,401	$ 13,126,285	$ 13,585,705	$ 14,061,204	$ 14,553,346	$ 15,062,714	$ 15,589,909	$ 16,135,555	
$	674,181	$ 697,778	$ 722,200	$ 747,477	$ 773,639	$ 800,716	$ 828,741	$ 857,747	$ 887,768	$ 918,840	$ 950,999	$ 984,284	$ 1,018,734	$ 1,054,390	$ 1,091,294	$ 1,129,489	**$19,258,872**
$	577,870	$ 598,095	$ 619,028	$ 640,694	$ 663,119	$ 686,328	$ 710,349	$ 735,212	$ 760,944	$ 787,577	$ 815,142	$ 843,672	$ 873,201	$ 903,763	$ 935,395	$ 968,133	**$16,507,605**
$	1,252,051	$ 1,295,873	$ 1,341,228	$ 1,388,171	$ 1,436,757	$ 1,487,044	$ 1,539,090	$ 1,592,959	$ 1,648,712	$ 1,706,417	$ 1,766,142	$ 1,827,957	$ 1,891,935	$ 1,958,153	$ 2,026,688	$ 2,097,622	$35,766,477

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	50%	0.1753310	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0100000	0%	0.0000000
Midland County	0.1315790	0%	0.0000000	Midland County	0.1315790	0%	0.0000000	MEDC	0.0025000	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000	Midland Hospital	0.0763050	0%	0.0000000	Midland County Hospital District	0.0025000	0%	0.0000000
Midland College	0.0829800	0%	0.0000000	Midland College	0.0829800	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland ISD	0.8770000	0%	0.0000000	Midland ISD	0.8770000	0%	0.0000000		*0.0200000*		*0.0000000*
	1.5185260		*0.1753310*		*1.5185260*		*0.0000000*				

REVENUE YEAR		TAX BASE YEAR 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	TOTALS	
BASE YEAR																																		
	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE																																		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE INCREMENT																																		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
REVENUE A																																		
TAXABLE VALUE GROWTH																																		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland	
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County	
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital	
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College	
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD	
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
REVENUE 1		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
	REAL PROPERTY TAX		3,674,250	59,099,483	80,778,413	83,605,657	122,607,827	126,899,100	139,451,349	144,332,147	149,383,772	154,612,204	160,023,631	165,624,458	171,421,314	177,421,060	183,630,797	190,057,875	196,709,900	203,594,747	210,720,563	218,095,783	225,729,135	233,629,655	241,806,693	250,269,927	259,029,375	268,095,403	277,478,742	287,190,498	297,242,165	307,645,641		
	BUSINESS PERSONAL PROPERTY		110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,752,253	68,053,582	70,435,457	72,900,698	75,452,222	78,093,050	80,826,307	83,655,228	86,583,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,134,099	126,408,793	130,833,100	135,412,259	140,151,688	145,056,997	150,133,992		
	City of Midland		6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,760	City of Midland
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
			6,442	**103,620**	**141,630**	**146,587**	**214,970**	**222,493**	**244,501**	**253,059**	**261,916**	**271,083**	**280,571**	**290,391**	**300,555**	**311,074**	**321,962**	**333,230**	**344,893**	**356,965**	**369,458**	**382,390**	**395,773**	**409,625**	**423,962**	**438,801**	**454,159**	**470,054**	**486,506**	**503,534**	**521,158**	**539,398**	**9,800,760**	
REVENUE 2 - SALES TAX																																		
	SALES		3,674,250	175,520,216	214,647,781	222,160,453	359,393,876	371,972,662	384,991,705	398,466,415	412,412,739	426,847,185	441,786,836	457,249,376	473,253,104	489,816,962	506,960,556	524,704,176	543,068,822	562,076,231	581,748,899	602,110,110	623,183,964	644,995,403	667,570,242	690,935,200	715,117,932	740,147,060	766,052,207	792,864,034	820,614,275	849,335,775		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
	MEDC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MEDC
	Midland County Hospital District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County Hospital District
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX			0	0	0	0	3,413,856	3,533,341	7,314,015	7,570,006	7,834,956	8,109,180	8,393,001	8,686,756	8,990,792	9,305,470	9,631,162	9,968,252	10,317,141	10,678,241	11,051,979	11,438,799	11,839,157	12,253,527	12,682,401	13,126,285	13,585,705	14,061,204	14,553,346	15,062,714	15,589,909	16,135,555		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A, 1, 2, 3			**6,442**	**103,620**	**141,630**	**146,587**	**214,970**	**222,493**	**244,501**	**253,059**	**261,916**	**271,083**	**280,571**	**290,391**	**300,555**	**311,074**	**321,962**	**333,230**	**344,893**	**356,965**	**369,458**	**382,390**	**395,773**	**409,625**	**423,962**	**438,801**	**454,159**	**470,054**	**486,506**	**503,534**	**521,158**	**539,398**	**9,800,760**	
Running Total			**6,442**	**110,062**	**251,691**	**398,278**	**613,248**	**835,741**	**1,080,242**	**1,333,301**	**1,595,218**	**1,866,301**	**2,146,872**	**2,437,263**	**2,737,817**	**3,048,892**	**3,370,853**	**3,704,084**	**4,048,977**	**4,405,942**	**4,775,400**	**5,157,790**	**5,553,563**	**5,963,188**	**6,387,150**	**6,825,951**	**7,280,110**	**7,750,164**	**8,236,670**	**8,740,204**	**9,261,362**	**9,800,760**		
GROSS	**9,800,760**																																
			2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
	City of Midland	$ 6,442	$ 103,620	$ 141,630	$ 146,587	$ 214,970	$ 222,493	$ 244,501	$ 253,059	$ 261,916	$ 271,083	$ 280,571	$ 290,391	$ 300,555	$ 311,074	$ 321,962	$ 333,230	$ 344,893	$ 356,965	$ 369,458	$ 382,390	$ 395,773	$ 409,625	$ 423,962	$ 438,801	$ 454,159	$ 470,054	$ 486,506	$ 503,534	$ 521,158	$ 539,398	9,800,760	City of Midland
	Midland County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
	Midland Hospital	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
	Midland College	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
	Midland ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		6,442	**103,620**	**141,630**	**146,587**	**214,970**	**222,493**	**244,501**	**253,059**	**261,916**	**271,083**	**280,571**	**290,391**	**300,555**	**311,074**	**321,962**	**333,230**	**344,893**	**356,965**	**369,458**	**382,390**	**395,773**	**409,625**	**423,962**	**438,801**	**454,159**	**470,054**	**486,506**	**503,534**	**521,158**	**539,398**	**9,800,760**	**TOTAL**

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

BUSINESS PERSONAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

SALES TAX			
City of Midland	0.0100000	100%	0.0100000
MEDC	0.0025000	100%	0.0025000
Midland County Hospital District	0.0025000	100%	0.0025000
Midland County	0.0050000	100%	0.0050000
	0.0200000		0.0200000

REVENUE YEAR	TAX BASE YEAR 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	TOTALS	
BASE YEAR																																	
City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE																																	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE INCREMENT																																	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE 1	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REAL PROPERTY TAX		3,674,250	59,099,483	80,778,413	83,605,657	122,607,827	126,899,100	139,451,349	144,332,147	149,383,772	154,612,204	160,023,631	165,624,458	171,421,314	177,421,060	183,630,797	190,057,875	196,709,900	203,594,747	210,720,563	218,095,783	225,729,135	233,629,655	241,806,693	250,269,927	259,029,375	268,095,403	277,478,742	287,190,498	297,242,165	307,645,641		
BUSINESS PERSONAL PROPERTY		110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,752,253	68,053,582	70,435,457	72,900,698	75,452,222	78,093,050	80,826,307	83,655,228	86,583,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,134,099	126,408,793	130,833,100	135,412,259	140,151,688	145,056,997	150,133,992		
City of Midland		13,271	341,697	439,627	455,014	652,710	675,555	727,641	753,108	779,467	806,749	834,985	864,209	894,457	925,762	958,164	991,700	1,026,409	1,062,334	1,099,515	1,137,998	1,177,828	1,219,052	1,261,719	1,305,879	1,351,585	1,398,891	1,447,852	1,498,527	1,550,975	1,605,259	29,257,941	City of Midland
Midland County		4,980	128,215	164,961	170,735	244,917	253,489	273,033	282,589	292,480	302,716	313,312	324,277	335,627	347,374	359,532	372,116	385,140	398,620	412,571	427,011	441,957	457,425	473,435	490,005	507,156	524,906	543,278	562,293	581,973	602,342	10,978,465	Midland County
Midland Hospital		2,888	74,354	95,664	99,012	142,032	147,003	158,337	163,878	169,614	175,551	181,695	188,054	194,636	201,448	208,499	215,797	223,349	231,167	239,258	247,632	256,299	265,269	274,554	284,163	294,109	304,402	315,056	326,083	337,496	349,309	6,366,607	Midland Hospital
Midland College		3,140	80,859	104,032	107,674	154,456	159,862	172,188	178,214	184,452	190,907	197,589	204,505	211,663	219,071	226,738	234,674	242,888	251,389	260,187	269,294	278,719	288,474	298,571	309,021	319,837	331,031	342,617	354,609	367,020	379,866	6,923,544	Midland College
Midland ISD		33,190	854,579	1,099,499	1,137,982	1,632,418	1,689,552	1,819,818	1,883,512	1,949,435	2,017,665	2,088,283	2,161,373	2,237,021	2,315,317	2,396,353	2,480,225	2,567,033	2,656,880	2,749,870	2,846,116	2,945,730	3,048,830	3,155,539	3,265,983	3,380,293	3,498,603	3,621,054	3,747,791	3,878,964	4,014,727	73,173,637	Midland ISD
		57,468	1,479,704	1,903,784	1,970,416	2,826,532	2,925,461	3,151,016	3,261,302	3,375,447	3,493,588	3,615,864	3,742,419	3,873,404	4,008,973	4,149,287	4,294,512	4,444,820	4,600,388	4,761,402	4,928,051	5,100,533	5,279,052	5,463,818	5,655,052	5,852,979	6,057,833	6,269,857	6,489,302	6,716,428	6,951,503	126,700,194	
REVENUE 2 - SALES TAX																																	
SALES		3,674,250	175,520,216	214,647,781	222,160,453	359,393,876	371,972,662	384,991,705	398,466,415	412,412,739	426,847,185	441,786,836	457,249,376	473,253,104	489,816,962	506,960,556	524,704,176	543,068,822	562,076,231	581,748,899	602,110,110	623,183,964	644,995,403	667,570,242	690,935,200	715,117,932	740,147,060	766,052,207	792,864,034	820,614,275	849,335,775		
City of Midland		36,743	357,254	699,601	724,087	1,153,243	1,193,607	1,235,383	1,278,622	1,323,373	1,369,691	1,417,631	1,467,248	1,518,601	1,571,752	1,626,764	1,683,700	1,742,630	1,803,622	1,866,749	1,932,085	1,999,708	2,069,698	2,142,137	2,217,112	2,294,711	2,375,026	2,458,152	2,544,187	2,633,234	2,725,397	49,461,746	City of Midland
MEDC		9,186	438,801	536,619	555,401	898,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	38,659,196	MEDC
Midland County Hospital District		9,186	438,801	536,619	555,401	898,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	38,659,196	Midland County Hospital District
Midland County		18,371	877,601	1,073,239	1,110,802	1,796,969	1,859,863	1,924,959	1,992,332	2,062,064	2,134,236	2,208,934	2,286,247	2,366,266	2,449,085	2,534,803	2,623,521	2,715,344	2,810,381	2,908,744	3,010,551	3,115,920	3,224,977	3,337,851	3,454,676	3,575,590	3,700,735	3,830,261	3,964,320	4,103,071	4,246,679	77,318,392	Midland County
		73,485	2,112,456	2,846,079	2,945,692	4,747,182	4,913,334	5,085,300	5,263,286	5,447,501	5,638,163	5,835,499	6,039,741	6,251,132	6,469,922	6,696,369	6,930,742	7,173,318	7,424,384	7,684,238	7,953,186	8,231,548	8,519,652	8,817,840	9,126,464	9,445,890	9,776,496	10,118,674	10,472,827	10,839,376	11,218,754	204,098,530	
REVENUE 3 - HOTEL OCCUPANCY TAX		0	0	0	0	3,413,856	3,533,341	7,314,015	7,570,006	7,834,956	8,109,180	8,393,001	8,686,756	8,990,792	9,305,470	9,631,162	9,968,252	10,317,141	10,678,241	11,051,979	11,438,799	11,839,157	12,253,527	12,682,401	13,126,285	13,585,705	14,061,204	14,553,346	15,062,714	15,589,909	16,135,555		
City of Midland		0	0	0	0	238,970	247,334	511,981	529,900	548,447	567,643	587,510	608,073	629,355	651,383	674,181	697,778	722,200	747,477	773,639	800,716	828,741	857,747	887,768	918,840	950,999	984,284	1,018,734	1,054,390	1,091,294	1,129,489	19,258,872	City of Midland
		0	0	0	0	238,970	247,334	511,981	529,900	548,447	567,643	587,510	608,073	629,355	651,383	674,181	697,778	722,200	747,477	773,639	800,716	828,741	857,747	887,768	918,840	950,999	984,284	1,018,734	1,054,390	1,091,294	1,129,489	19,258,872	
REVENUE A, 1, 2, 3		130,953	3,592,160	4,749,862	4,916,107	7,812,684	8,086,128	8,748,298	9,054,488	9,371,395	9,699,394	10,038,873	10,390,233	10,753,891	11,130,278	11,519,837	11,923,032	12,340,338	12,772,250	13,219,278	13,681,953	14,160,821	14,656,450	15,169,426	15,700,356	16,249,868	16,816,614	17,407,265	18,016,519	18,647,098	19,299,746	350,057,597	
Running Total		130,953	3,723,113	8,472,975	13,389,083	21,201,767	29,287,895	38,036,193	47,090,681	56,462,076	66,161,470	76,200,343	86,590,576	97,344,468	108,474,745	119,994,583	131,917,614	144,257,952	157,030,202	170,249,480	183,931,433	198,092,255	212,748,705	227,918,131	243,618,486	259,868,355	276,686,969	294,094,234	312,110,753	330,757,851	350,057,597		

GROSS	350,057,597

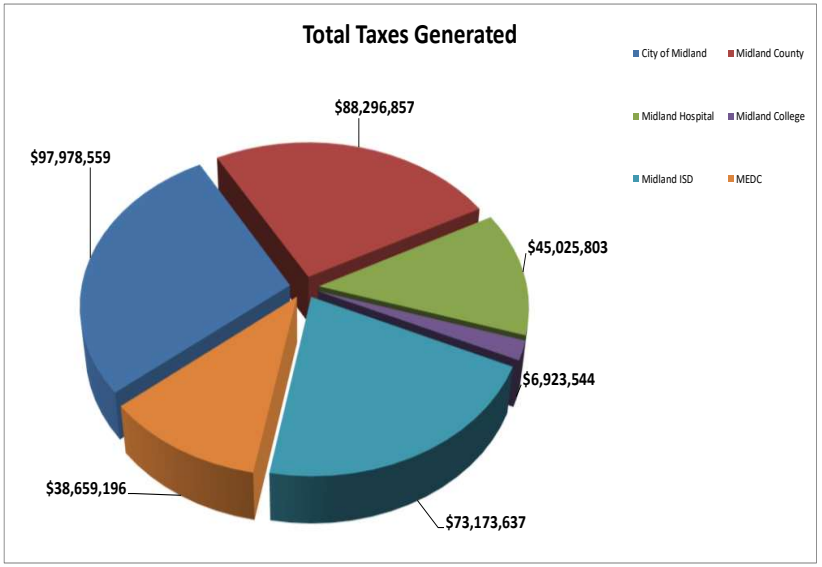
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
City of Midland	$ 50,013	$ 698,951	$ 1,139,228	$ 1,179,101	$ 2,044,924	$ 2,116,496	$ 2,475,005	$ 2,561,630	$ 2,651,287	$ 2,744,082	$ 2,840,125	$ 2,939,530	$ 3,042,413	$ 3,148,898	$ 3,259,109	$ 3,373,178	$ 3,491,239	$ 3,613,433	$ 3,739,903	$ 3,870,799	$ 4,006,277	$ 4,146,497	$ 4,291,624	$ 4,441,831	$ 4,597,295	$ 4,758,201	$ 4,924,738	$ 5,097,104	$ 5,275,502	$ 5,460,145	97,978,559	City of Midland
Midland County	$ 23,351	$ 1,005,816	$ 1,238,200	$ 1,281,537	$ 2,041,886	$ 2,113,352	$ 2,197,991	$ 2,274,921	$ 2,354,543	$ 2,436,952	$ 2,522,246	$ 2,610,524	$ 2,701,893	$ 2,796,459	$ 2,894,335	$ 2,995,637	$ 3,100,484	$ 3,209,001	$ 3,321,316	$ 3,437,562	$ 3,557,877	$ 3,682,402	$ 3,811,286	$ 3,944,681	$ 4,082,745	$ 4,225,641	$ 4,373,539	$ 4,526,613	$ 4,685,044	$ 4,849,021	88,296,857	Midland County
Midland Hospital	$ 12,073	$ 519,155	$ 632,283	$ 654,413	$ 1,040,516	$ 1,076,934	$ 1,120,816	$ 1,160,044	$ 1,200,646	$ 1,242,669	$ 1,286,162	$ 1,331,178	$ 1,377,769	$ 1,425,991	$ 1,475,901	$ 1,527,557	$ 1,581,022	$ 1,636,357	$ 1,693,630	$ 1,752,907	$ 1,814,259	$ 1,877,758	$ 1,943,479	$ 2,011,501	$ 2,081,903	$ 2,154,770	$ 2,230,187	$ 2,308,244	$ 2,389,032	$ 2,472,648	45,025,803	Midland Hospital
Midland College	$ 3,140	$ 80,859	$ 104,032	$ 107,674	$ 154,456	$ 159,862	$ 172,188	$ 178,214	$ 184,452	$ 190,907	$ 197,589	$ 204,505	$ 211,663	$ 219,071	$ 226,738	$ 234,674	$ 242,888	$ 251,389	$ 260,187	$ 269,294	$ 278,719	$ 288,474	$ 298,571	$ 309,021	$ 319,837	$ 331,031	$ 342,617	$ 354,609	$ 367,020	$ 379,866	6,923,544	Midland College
Midland ISD	$ 33,190	$ 854,579	$ 1,099,499	$ 1,137,982	$ 1,632,418	$ 1,689,552	$ 1,819,818	$ 1,883,512	$ 1,949,435	$ 2,017,665	$ 2,088,283	$ 2,161,373	$ 2,237,021	$ 2,315,317	$ 2,396,353	$ 2,480,225	$ 2,567,033	$ 2,656,880	$ 2,749,870	$ 2,846,116	$ 2,945,730	$ 3,048,830	$ 3,155,539	$ 3,265,983	$ 3,380,293	$ 3,498,603	$ 3,621,054	$ 3,747,791	$ 3,878,964	$ 4,014,727	73,173,637	Midland ISD
MEDC	$ 9,186	$ 438,801	$ 536,619	$ 555,401	$ 898,485	$ 929,932	$ 962,479	$ 996,166	$ 1,031,032	$ 1,067,118	$ 1,104,467	$ 1,143,123	$ 1,183,133	$ 1,224,542	$ 1,267,401	$ 1,311,760	$ 1,357,672	$ 1,405,191	$ 1,454,372	$ 1,505,275	$ 1,557,960	$ 1,612,489	$ 1,668,926	$ 1,727,338	$ 1,787,795	$ 1,850,368	$ 1,915,131	$ 1,982,160	$ 2,051,536	$ 2,123,339	38,659,196	MEDC
	130,953	3,592,160	4,749,862	4,916,107	7,812,684	8,086,128	8,748,298	9,054,488	9,371,395	9,699,394	10,038,873	10,390,233	10,753,891	11,130,278	11,519,837	11,923,032	12,340,338	12,772,250	13,219,278	13,681,953	14,160,821	14,656,450	15,169,426	15,700,356	16,249,868	16,816,614	17,407,265	18,016,519	18,647,098	19,299,746	350,057,597	TOTAL

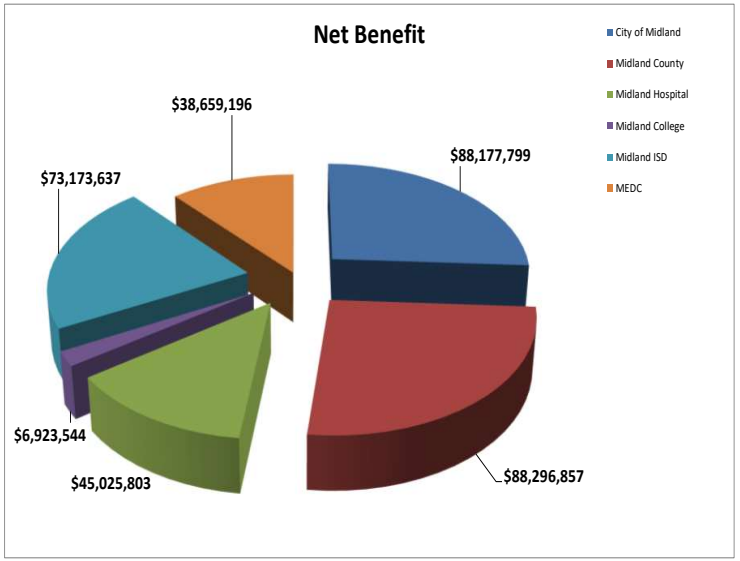
DAVID PETTIT Economic Development

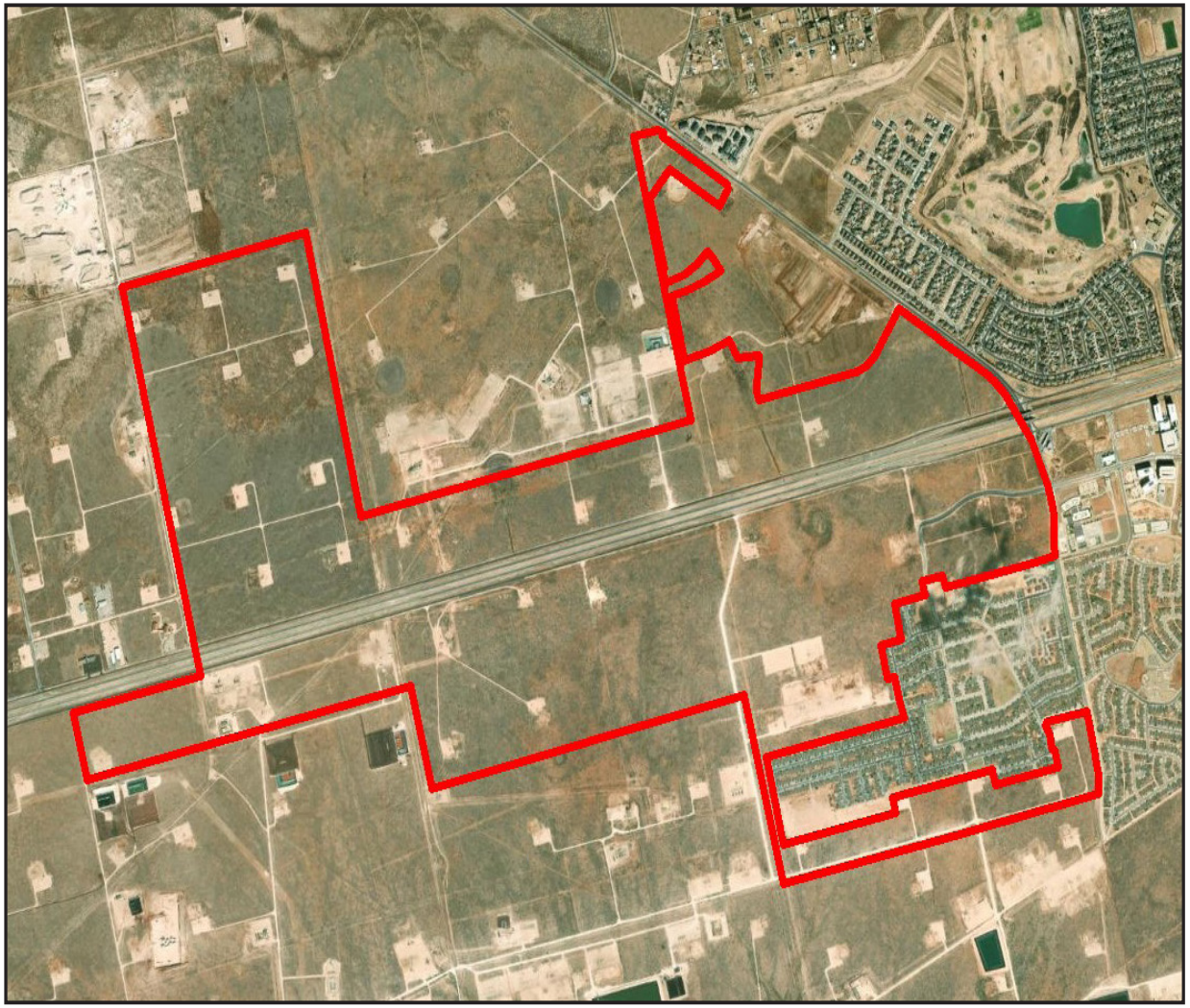
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation (75%)	Net Benefit
City of Midland	$97,978,559	$9,800,760	$88,177,799
Midland County	$88,296,857	$0	$88,296,857
Midland Hospital	$45,025,803	$0	$45,025,803
Midland College	$6,923,544	$0	$6,923,544
Midland ISD	$73,173,637	$0	$73,173,637
MEDC	$38,659,196	$0	$38,659,196
Total	**$350,057,597**	**$9,800,760**	**$340,256,837**

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$97,978,559	$9,800,760	$88,177,799
City of Midland - Real Property	*$19,601,520*	*$9,800,760*	$9,800,760
City of Midland - Personal Property	*$9,656,420*	*$0*	$9,656,420
City of Midland - Sales	*$49,461,746*	*$0*	$49,461,746
City of Midland -HOT	*$19,258,872*	*$0*	$19,258,872







Length of TIRZ #3 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

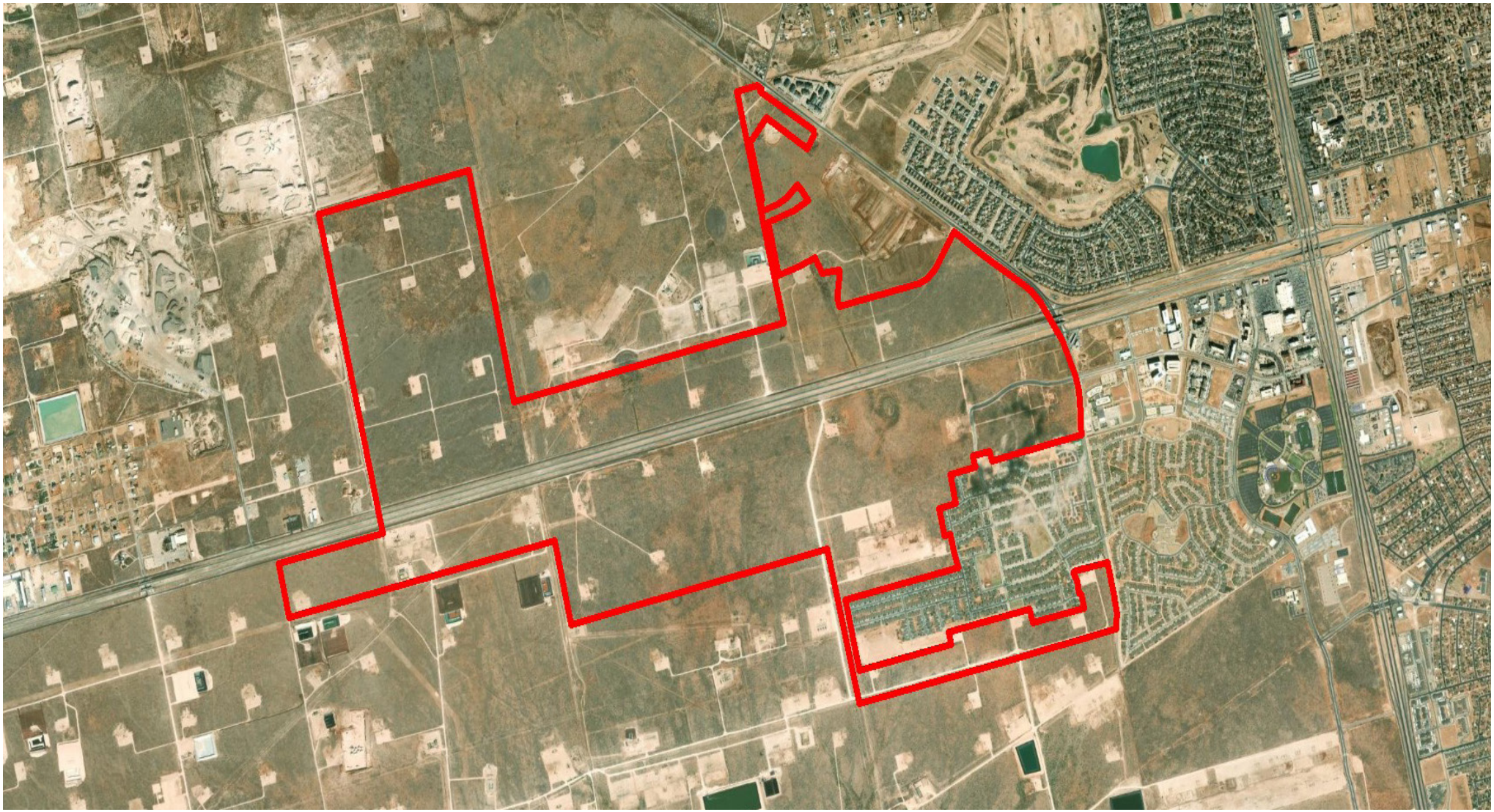
impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Property ID	Address	Acres	Owner Name	Legal
R000007502	HWY 191	125.21	RATTLER MIDSTREAM LLC	SEC: 40, BLK: 40-T1S
R000215234	HWY 191	18.45	RATTLER MIDSTREAM LLC	SEC: 34, BLK: 40-T1S
R000007487	HWY 191	374.73	MIDLAND DEVELOPMENT CORP	E 2/3RDS SEC: 33, BLK: 40-T1S
R000007491	HWY 158	168.95	CUMBERLAND & WESTERN RESOURCES LLC	168.951, 176.521 AC OUT OF S/PT, SEC: 35, BLK: 40-T1S
R000007501	HWY 191	296.73	CUMBERLAND & WESTERN RESOURCES LLC	SEC: 39, BLK: 40-T1S
R000007500	6705 HWY 191	334.69	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 334.686, 354.836 AC OUT OF SEC: 38, BLK: 40-T1S
R000007490	HWY 191	410.51	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 410.510, SEC: 34, BLK: 40-T1S
R000220945	6501 DEAUVILLE BL	16.94	PROFFFUTT LIMITED PARTNERSHIP	BLK; 001, LOT: 003. ADDN: AVALON PARK ADDN
R000220943	6601 DEAUVILLE BL	3.20	DB BRENTWAY LLC	BLK: 001, LOT:001, ADDN: AVALON PARK ADDITION
R000220944	6401 DEAUVILLE BL	5.27	PROFFFUTT LIMITED PARTNERSHIP	BLK: 001, LOT:002, ADDN: AVALON PARK ADDITION
R000228444	6401 W HWY 158	1.44	CG 191 AND 158 LLC	BLK: 001, LOT: 010, WEST FORK ADDITION SEC 3
R000228417	1601 AVALON DR	24.47	LUSSO REAL ESTATE LLC	Acres: 24.470, BLK: 012, LOT: 001, ADDN: WESTRIDGE PARK, SEC 49
R000226639	6410 S H 191	1.34	SOUVENIRS LLC	Acres: 1.340, BLK: 001, LOT: 003, WEST FORK ADDITION
R000221417	HWY 191	6.32	LUSSO REAL ESTATE LLC	Acres: 6.320, 6.320 AC OUT OF SEC: 38, BLK: 40-T1S
R000228443	6407 W HWY 158	1.44	CG 191 AND 158 LLC	Acres: 1.437, BLK: 001, LOT: 009, WEST FORK ADDITION SEC 3
R000228438	6414 SH 191	0.45	MIDLAND 158 LLC	Acres: 0.450, BLK: 001, LOT: 004 , WEST FORK ADDITION SEC 2
R000228440	6417 W HWY 158	1.02	MIDLAND 158 LLC	Acres: 1.023, BLK: 001, LOT: 006 , WEST FORK ADDITION SEC 2
R000228439	6413 W HWY 158	2.21	MIDLAND 158 LLC	Acres: 2.210, BLK: 001, LOT: 005 , WEST FORK ADDITION SEC 2
R000228441	6421 W HWY 158	1.72	MIDLAND 158 LLC	Acres: 1.718, BLK: 001, LOT: 007 , WEST FORK ADDITION SEC 2
R000228447	6412 SH 191	0.87	CG 191 AND 158 LLC	Acres: 0.869, BLK: 001, LOT: CA "A" , WEST FORK ADDITION SEC 3
R000228442	6411 W HWY 158	0.87	CG 191 AND 158 LLC	Acres: 0.874, BLK: 001, LOT: 008 , WEST FORK ADDITION SEC 3
R000228446	6406 SH 191	0.88	CG 191 AND 158 LLC	Acres: 0.878, BLK: 001, LOT: 012, WEST FORK ADDITION SEC 3
R000228445	6402 SH 191	1.07	CFT NV DEVELOPMENTS LLC	Acres: 1.067, BLK: 001, LOT: 011, WEST FORK ADDITION SEC 3

Tax Increment Reinvestment Zone #3
City of Midland, Texas



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- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 4
- Project Costs 5
- Financial Feasibility Analysis 7
- Terms and Conditions 15
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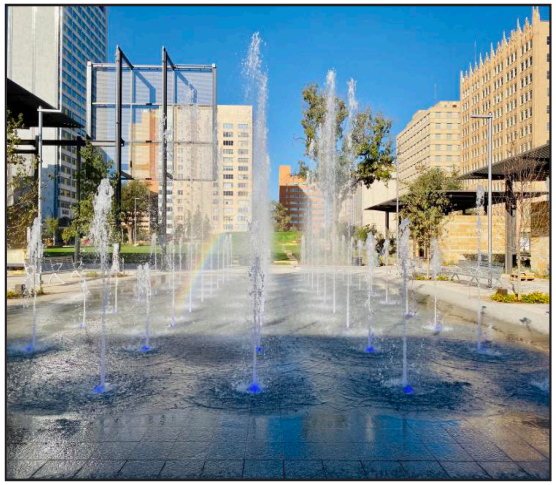
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

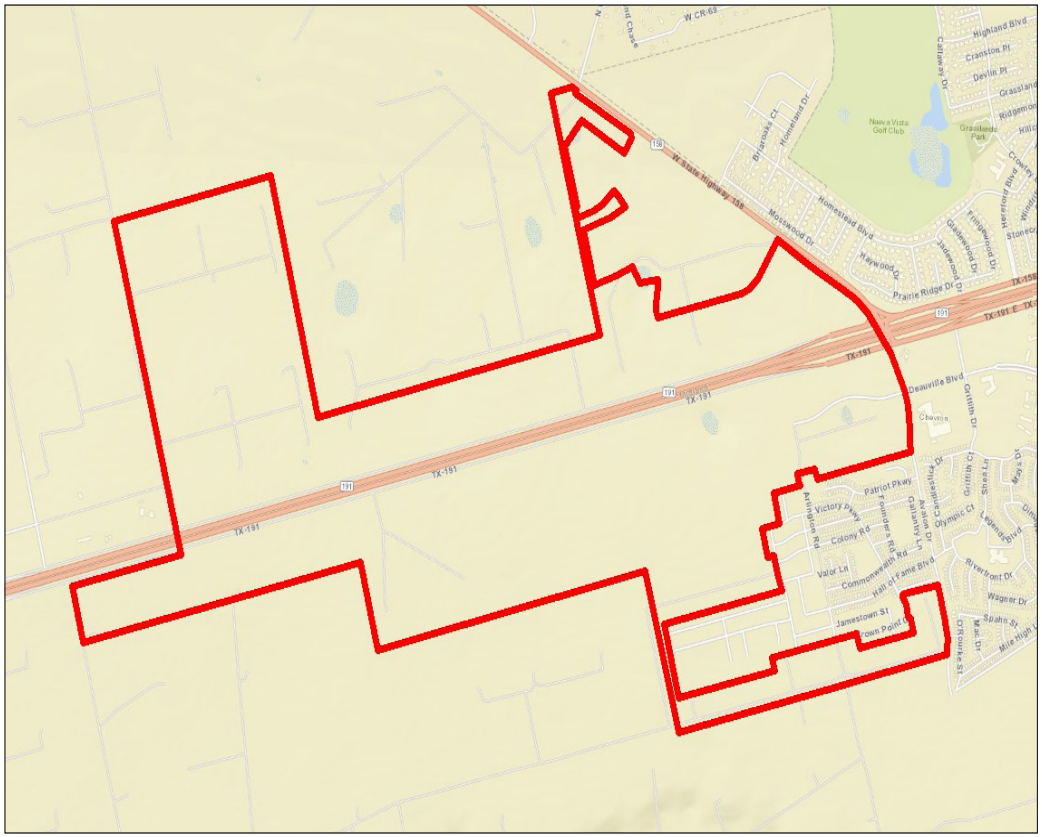
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #3, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits and the City's extraterritorial jurisdiction (ETJ) as Reinvestment Zone Number Three, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $9,800,760 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 1,799 acres located within the city limits of the City of Midland and within the City's extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

Beginning at the northwest corner of Property ID R000007487, thence

East then south along the boundary of Property ID R000007487 to the point it meets the northern boundary of Property ID R000007487, thence

East along the northern boundary of Property ID R000007487 to the point it meets the northwest corner of Property ID R000007490, thence

East along the northern boundary of Property ID R000007490 to the point it meets Property ID R000007491, thence

North along the western boundary of Property ID R000007491, continuing south along the boundary of Property ID R000007491 to the point it meets the western right of way boundary of W State Highway 158, thence

South along the western right of way boundary of W State Highway 158 to the point it becomes Avalon Drive, thence

Continuing south along the western right of way boundary of Avalon Drive to the point it meets the southeast corner of Property ID R000007500, thence

West along the southern boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000220945, thence

West along the southern boundary of Property ID R000220945 to the point it meets the eastern right of way boundary of Deauville Blvd, thence

West across Deauville Blvd to the point the western right of way boundary meets the eastern boundary of Property ID R000007500, thence

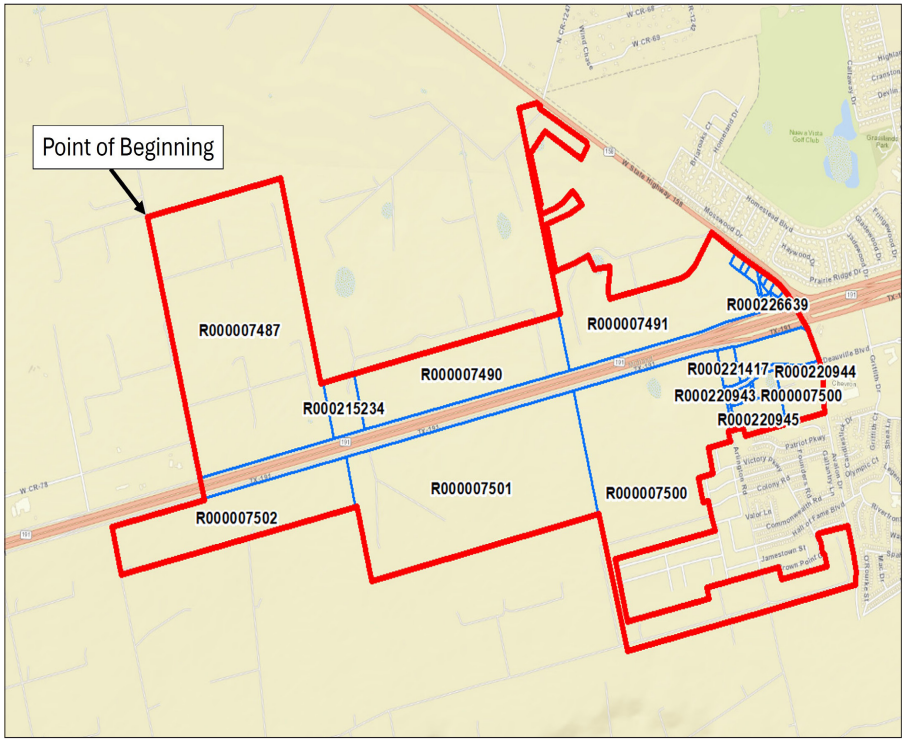
West along the southern boundary of Property ID R000007500, continuing west along the boundary of Property ID R000007500 to the point it meets the southeast corner of Property ID R000007501, thence

West along the southern boundary of Property ID R000007501, continuing north along the western boundary of Property ID R000007501 to the point it meets the southeast corner of Property ID R000007502, thence

West along the southern boundary of Property ID R000007502, continuing north along the western boundary of Property ID R000007502, continuing east along the northern boundary of Property ID R000007502 along the point it meets the southern right of way boundary of TX 191, thence

North across TX 191 to the southwest corner of Property ID R000007487, thence

North along the western boundary of Property ID R000007487 to the northwest corner of Property ID R000007487, which is the point of beginning.



Land Use

The land within the zone is primarily vacant land that is well positioned for development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

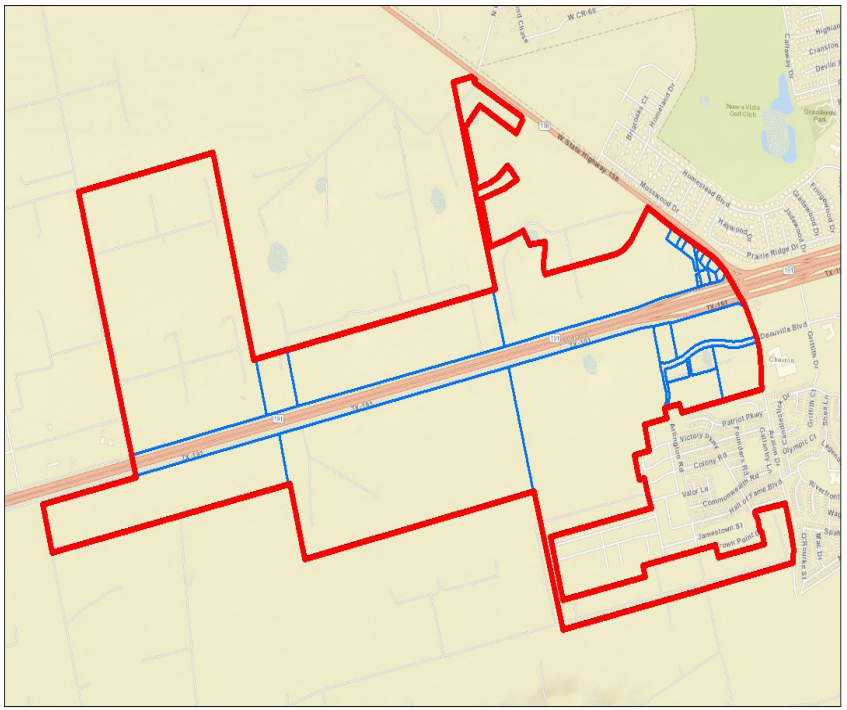
Current Ownership

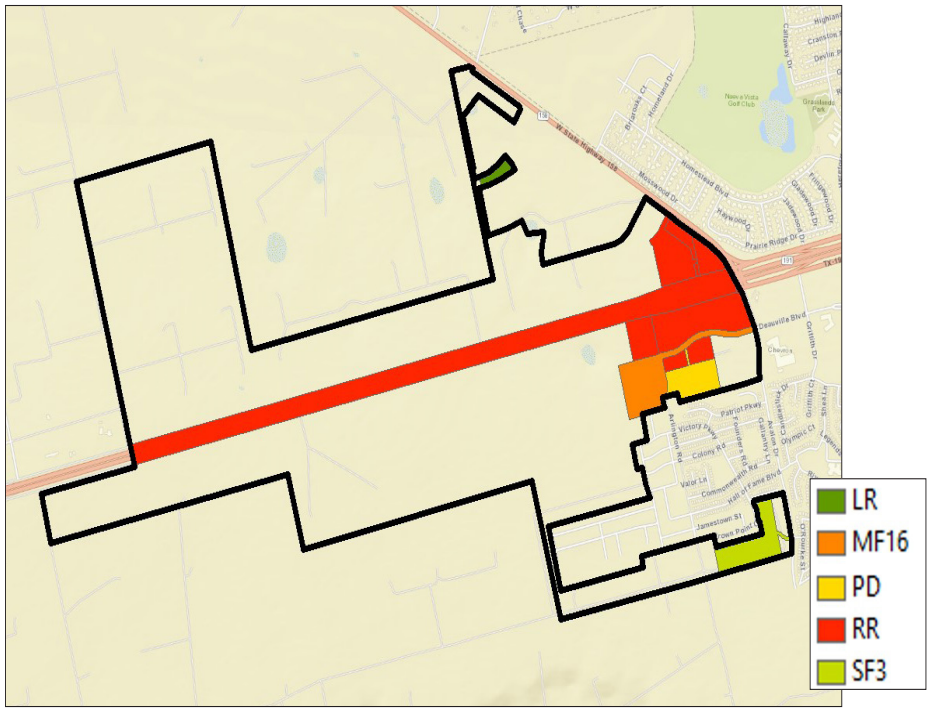
There are currently 23 parcels within Tax Increment Reinvestment Zone #3. The 2024 estimated taxable base value of the property within the TIRZ is $0. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The land within the zone is primarily in the City's ETJ, and is unzoned. The zoned property is primarily zoned retail (LR - Local Retail District in dark green and RR - Regional Retail District in red) and residential (SF3 - Single-Family Dwelling District in light green and MF16 - Multiple-Family Dwelling District in orange).

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.





Anticipated Development

The land within the zone is well positioned for future development, including a variety of retail uses and hotel development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #3				
Retail - QSR	2024	2,800	$ 500	$ 1,400,000
Retail - QSR	2024	4,300	$ 500	$ 2,150,000
Costco	2025	174,000	$ 75	$ 13,050,000
Retail	2025	5,200	$ 350	$ 1,820,000
Retail - QSR	2025	24,000	$ 500	$ 12,000,000
Auto Dealership	2025	165,000	$ 150	$ 24,750,000
Auto Dealership	2026	35,000	$ 150	$ 5,250,000
Entertainment	2026	65,000	$ 38	$ 2,437,500
Retail - QSR	2026	20,000	$ 500	$ 10,000,000
Hotel	2028	75	$ 85,000	$ 6,375,000
Retail - Big Box	2028	100,000	$ 150	$ 15,000,000
Retail - QSR	2028	18,000	$ 500	$ 9,000,000
Hotel	2030	75	$ 85,000	$ 6,375,000
Total				**$ 109,607,500**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #3			
Public Utilities	**$**	**1,960,152**	**20.0%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements			
Parking and Transit Improvements	**$**	**980,076**	**10.0%**
Street and Intersection Improvements	**$**	**1,960,152**	**20.0%**
Pedestrian Enhancements	**$**	**1,372,106**	**14.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience			
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$**	**980,076**	**10.0%**
Economic Development Grants	**$**	**2,450,190**	**25.0%**
Administrative Costs	**$**	**98,008**	**1.0%**
Total	$	9,800,760	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $9,800,760 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #3	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.1753310**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01000000	0%	0.0000000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000
		0.02000000		**0.00000000**

► ***INPUT***

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0100000	0.00%	0.0000000
MEDC	0.0025000	0.00%	0.0000000
Midland County Hospital District	0.0025000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000
	0.0200000		

		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	SF/UNITS	$ / SF	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Retail - QSR	2024	2,800	$ 500.00	$ 1,400,000	$ 15.00	$ 42,000	$ 500.00	$ 1,400,000
Retail - QSR	2024	4,300	$ 500.00	$ 2,150,000	$ 15.00	$ 64,500	$ 500.00	$ 2,150,000
Costco	2025	174,000	$ 75.00	$ 13,050,000	$ 115.00	$ 20,010,000	$ 750.00	$ 130,500,000
Retail	2025	5,200	$ 175.00	$ 910,000	$ 90.00	$ 468,000	$ 250.00	$ 1,300,000
Retail - QSR	2025	24,000	$ 500.00	$ 12,000,000	$ 15.00	$ 360,000	$ 500.00	$ 12,000,000
Auto Dealership	2025	165,000	$ 150.00	$ 24,750,000	$ 90.00	$ 14,850,000	$ 100.00	$ 16,500,000
Auto Dealership	2026	35,000	$ 150.00	$ 5,250,000	$ 90.00	$ 3,150,000	$ 100.00	$ 3,500,000
Entertainment	2026	65,000	$ 37.50	$ 2,437,500	$ 15.00	$ 975,000	$ 250.00	$ 16,250,000
Retail - QSR	2026	20,000	$ 500.00	$ 10,000,000	$ 15.00	$ 300,000	$ 500.00	$ 10,000,000
Hotel	2028	75	$ 85,000.00	$ 6,375,000	$ -	$ -		$ -
Retail - Big Box	2028	100,000	$ 150.00	$ 15,000,000	$ 15.00	$ 1,500,000	$ 250.00	$ 25,000,000
Retail - QSR	2028	18,000	$ 500.00	$ 9,000,000	$ 15.00	$ 270,000	$ 500.00	$ 9,000,000
Hotel	2030	75	$ 85,000.00	$ 6,375,000	$ -	$ -		$ -
	TOTAL	613,450		108,697,500		41,989,500		227,600,000

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*23.8%*	$ 78,719,687	=	$ 19,601,520	+	$ 9,656,420	+	$ 49,461,746
Midland County	*26.7%*	$ 88,296,857	=	$ 7,355,084	+	$ 3,623,381	+	$ 77,318,392
Midland Hospital	*13.6%*	$ 45,025,803	=	$ 4,265,344	+	$ 2,101,263	+	$ 38,659,196
Midland College	*2.1%*	$ 6,923,544	=	$ 4,638,467	+	$ 2,285,077	+	$ -
Midland ISD	*22.1%*	$ 73,173,637	=	$ 49,023,086	+	$ 24,150,551	+	$ -
MEDC	*11.7%*	$ 38,659,196	=	$ -	+	$ -	+	$ 38,659,196
	100.0%	330,798,724		$ 84,883,501		$ 41,816,693		$ 204,098,530
		100.0%		*25.7%*		*12.6%*		*61.7%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*100.0%*	$ 9,800,760	=	$ 9,800,760	+	$ -	+	$ -
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
MEDC	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 9,800,760		$ 9,800,760		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*21.5%*	$ 68,918,926	=	$ 9,800,760	+	$ 9,656,420	+	$ 49,461,746
Midland County	*27.5%*	$ 88,296,857	=	$ 7,355,084	+	$ 3,623,381	+	$ 77,318,392
Midland Hospital	*14.0%*	$ 45,025,803	=	$ 4,265,344	+	$ 2,101,263	+	$ 38,659,196
Midland College	*2.2%*	$ 6,923,544	=	$ 4,638,467	+	$ 2,285,077	+	$ -
Midland ISD	*22.8%*	$ 73,173,637	=	$ 49,023,086	+	$ 24,150,551	+	$ -
MEDC	*12.0%*	$ 38,659,196	=	$ -	+	$ -	+	$ 38,659,196
	100.0%	$ 320,997,964		$ 75,082,741		$ 41,816,693		$ 204,098,530
		100.0%		*23.4%*		*13.0%*		*63.6%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
REAL PROPERTY	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Retail - QSR Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	7,100	31,100	51,100	51,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100
Taxable Value	-	**3,674,250**	**16,657,549**	**28,327,742**	**29,319,213**	**41,034,562**	**42,470,772**	**43,957,349**	**45,495,752**	**47,088,104**	**48,736,187**	**50,441,954**	**52,207,422**	**54,034,682**	**55,925,896**	**57,883,302**	**59,909,218**	**62,006,040**	**64,176,252**	**66,422,421**	**68,747,205**	**71,153,357**	**73,643,725**	**76,221,255**	**78,888,999**	**81,650,114**	**84,507,868**	**87,465,644**	**90,526,941**	**93,695,384**	**96,974,722**
Costco Taxable Value Per SF	75	78	80	83	86	89	92	95	99	102	106	109	113	117	121	126	130	135	139	144	149	154	160	165	171	177	183	190	197	203	211
Cumulative SF	-	-	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000	174,000
Taxable Value	-	-	**13,979,486**	**14,468,768**	**14,975,175**	**15,499,306**	**16,041,782**	**16,603,244**	**17,184,358**	**17,785,810**	**18,408,314**	**19,052,605**	**19,719,446**	**20,409,627**	**21,123,964**	**21,863,302**	**22,628,518**	**23,420,516**	**24,240,234**	**25,088,642**	**25,966,745**	**26,875,581**	**27,816,226**	**28,789,794**	**29,797,437**	**30,840,347**	**31,919,759**	**33,036,951**	**34,193,244**	**35,390,008**	**36,628,658**
Retail Taxable Value Per SF	350	362	375	388	402	416	430	445	461	477	494	511	529	547	567	586	607	628	650	673	696	721	746	772	799	827	856	886	917	949	982
Cumulative SF	-	-	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200
Taxable Value	-	-	**1,949,630**	**2,017,867**	**2,088,492**	**2,161,589**	**2,237,245**	**2,315,548**	**2,396,592**	**2,480,473**	**2,567,290**	**2,657,145**	**2,750,145**	**2,846,400**	**2,946,024**	**3,049,135**	**3,155,855**	**3,266,310**	**3,380,630**	**3,498,952**	**3,621,416**	**3,748,165**	**3,879,351**	**4,015,128**	**4,155,658**	**4,301,106**	**4,451,645**	**4,607,452**	**4,768,713**	**4,935,618**	**5,108,365**
Auto Dealership Taxable Value Per SF	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	269	279	288	298	309	320	331	342	354	367	380	393	407	421
Cumulative SF	-	-	165,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Taxable Value	-	-	**26,512,819**	**33,261,536**	**34,425,690**	**35,630,589**	**36,877,660**	**38,168,378**	**39,504,271**	**40,886,921**	**42,317,963**	**43,799,092**	**45,332,060**	**46,918,682**	**48,560,836**	**50,260,465**	**52,019,581**	**53,840,267**	**55,724,676**	**57,675,040**	**59,693,666**	**61,782,944**	**63,945,347**	**66,183,434**	**68,499,855**	**70,897,350**	**73,378,757**	**75,947,013**	**78,605,159**	**81,356,339**	**84,203,811**
Entertainment Taxable Value Per SF	38	39	40	42	43	45	46	48	49	51	53	55	57	59	61	63	65	67	70	72	75	77	80	83	86	89	92	95	98	102	105
Cumulative SF	-	-	-	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Taxable Value	-	-	-	**2,702,500**	**2,797,087**	**2,894,985**	**2,996,310**	**3,101,181**	**3,209,722**	**3,322,062**	**3,438,334**	**3,558,676**	**3,683,230**	**3,812,143**	**3,945,568**	**4,083,663**	**4,226,591**	**4,374,522**	**4,527,630**	**4,686,097**	**4,850,110**	**5,019,864**	**5,195,559**	**5,377,404**	**5,565,613**	**5,760,410**	**5,962,024**	**6,170,695**	**6,386,669**	**6,610,203**	**6,841,560**
Retail - Big Box Taxable Value Per SF	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	269	279	288	298	309	320	331	342	354	367	380	393	407	421
Cumulative SF	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Taxable Value	-	-	-	-	-	**17,815,295**	**18,438,830**	**19,084,189**	**19,752,136**	**20,443,460**	**21,158,981**	**21,899,546**	**22,666,030**	**23,459,341**	**24,280,418**	**25,130,232**	**26,009,791**	**26,920,133**	**27,862,338**	**28,837,520**	**29,846,833**	**30,891,472**	**31,972,674**	**33,091,717**	**34,249,927**	**35,448,675**	**36,689,378**	**37,973,507**	**39,302,579**	**40,678,170**	**42,101,906**
Hotel Taxable Value Per Unit	85,000	87,975	91,054	94,241	97,539	100,953	104,487	108,144	111,929	115,846	119,901	124,097	128,441	132,936	137,589	142,405	147,389	152,547	157,887	163,413	169,132	175,052	181,178	187,520	194,083	200,876	207,906	215,183	222,715	230,510	238,577
Cumulative Units	-	-	-	-	-	75	75	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
Taxable Value	-	-	-	-	-	**7,571,500**	**7,836,503**	**16,221,561**	**16,789,315**	**17,376,941**	**17,985,134**	**18,614,614**	**19,266,125**	**19,940,440**	**20,638,355**	**21,360,698**	**22,108,322**	**22,882,113**	**23,682,987**	**24,511,892**	**25,369,808**	**26,257,751**	**27,176,773**	**28,127,960**	**29,112,438**	**30,131,374**	**31,185,972**	**32,277,481**	**33,407,192**	**34,576,444**	**35,786,620**
Taxable Value	-	**3,674,250**	**59,099,483**	**80,778,413**	**83,605,657**	**122,607,827**	**126,899,100**	**139,451,349**	**144,332,147**	**149,383,772**	**154,612,204**	**160,023,631**	**165,624,458**	**171,421,314**	**177,421,060**	**183,630,797**	**190,057,875**	**196,709,900**	**203,594,747**	**210,720,563**	**218,095,783**	**225,729,135**	**233,629,655**	**241,806,693**	**250,269,927**	**259,029,375**	**268,095,403**	**277,478,742**	**287,190,498**	**297,242,165**	**307,645,641**
PV	-	12,884	207,239	283,259	293,173	429,939	444,987	489,003	506,118	523,832	542,166	561,142	580,782	601,109	622,148	643,923	666,461	689,787	713,929	738,917	764,779	791,546	819,250	847,924	877,602	908,318	940,109	973,013	1,007,068	1,042,315	1,078,796
City of Midland	7,314,595																														
Midland County	2,744,658	-	4,835	77,763	106,287	110,007	161,326	166,973	183,489	189,911	196,558	203,437	210,557	217,927	225,554	233,449	241,620	250,076	258,829	267,888	277,264	286,968	297,012	307,408	318,167	329,303	340,828	352,757	365,104	377,882	391,108
Midland Hospital	1,591,676	-	2,804	45,096	61,638	63,795	93,556	96,830	106,408	110,133	113,987	117,977	122,106	126,380	130,803	135,381	140,119	145,024	150,099	155,353	160,790	166,418	172,243	178,271	184,511	190,968	197,652	204,570	211,730	219,141	226,811
Midland College	1,730,912	-	3,049	49,041	67,030	69,376	101,740	105,301	115,717	119,767	123,959	128,297	132,788	137,435	142,245	147,224	152,377	157,710	163,230	168,943	174,856	180,976	187,310	193,866	200,651	207,674	214,943	222,466	230,252	238,311	246,652
Midland ISD	18,293,684	-	32,223	518,302	708,427	733,222	1,075,271	1,112,905	1,222,988	1,265,793	1,310,096	1,355,949	1,403,407	1,452,526	1,503,365	1,555,983	1,610,442	1,666,808	1,725,146	1,785,526	1,848,019	1,912,700	1,979,645	2,048,932	2,120,645	2,194,867	2,271,688	2,351,197	2,433,489	2,518,661	2,606,814	2,698,052
Total	**31,675,525**	-	**55,794**	**897,441**	**1,226,641**	**1,269,574**	**1,861,832**	**1,926,996**	**2,117,605**	**2,191,721**	**2,268,431**	**2,347,827**	**2,430,000**	**2,515,050**	**2,603,077**	**2,694,185**	**2,788,481**	**2,886,078**	**2,987,091**	**3,091,639**	**3,199,847**	**3,311,841**	**3,427,756**	**3,547,727**	**3,671,898**	**3,800,414**	**3,933,428**	**4,071,098**	**4,213,587**	**4,361,062**	**4,513,700**	**4,671,679**	**84,883,501**
PERSONAL PROPERTY	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Retail - QSR Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
Cumulative SF	-	7,100	31,100	51,100	51,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100
Taxable Value	-	**110,228**	**499,726**	**849,832**	**879,576**	**1,231,037**	**1,274,123**	**1,318,717**	**1,364,873**	**1,412,643**	**1,462,086**	**1,513,259**	**1,566,223**	**1,621,040**	**1,677,777**	**1,736,499**	**1,797,277**	**1,860,181**	**1,925,288**	**1,992,673**	**2,062,416**	**2,134,601**	**2,209,312**	**2,286,638**	**2,366,670**	**2,449,503**	**2,535,236**	**2,623,969**	**2,715,808**	**2,810,862**	**2,909,242**
Costco Taxable Value Per SF	115	119	123	128	132	137	141	146	151	157	162	168	174	180	186	193	199	206	214	221	229	237	245	254	263	272	281	291	301	312	323
Cumulative SF	-	-	174,000	174,000	174,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000
Taxable Value	-	-	**21,435,212**	**22,185,445**	**22,961,935**	**37,423,995**	**38,733,835**	**40,089,520**	**41,492,653**	**42,944,896**	**44,447,967**	**46,003,646**	**47,613,773**	**49,280,255**	**51,005,064**	**52,790,242**	**54,637,900**	**56,550,227**	**58,529,485**	**60,578,017**	**62,698,247**	**64,892,686**	**67,163,930**	**69,514,667**	**71,947,681**	**74,465,849**	**77,072,154**	**79,769,680**	**82,561,618**	**85,451,275**	**88,442,070**
Retail Taxable Value Per SF	90	93	96	100	103	107	111	115	119	123	127	131	136	141	146	151	156	162	167	173	179	185	192	199	205	213	220	228	236	244	253
Cumulative SF	-	-	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200
Taxable Value	-	-	**501,333**	**518,880**	**537,041**	**555,837**	**575,291**	**595,427**	**616,267**	**637,836**	**660,160**	**683,266**	**707,180**	**731,931**	**757,549**	**784,063**	**811,505**	**839,908**	**869,305**	**899,731**	**931,221**	**963,814**	**997,547**	**1,032,462**	**1,068,598**	**1,105,999**	**1,144,709**	**1,184,773**	**1,226,240**	**1,269,159**	**1,313,579**
Auto Dealership Taxable Value Per SF	90	93	96	100	103	107	111	115	119	123	127	131	136	141	146	151	156	162	167	173	179	185	192	199	205	213	220	228	236	244	253
Cumulative SF	-	-	165,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Taxable Value	-	-	**15,907,691**	**19,956,922**	**20,655,414**	**21,378,354**	**22,126,596**	**22,901,027**	**23,702,563**	**24,532,152**	**25,390,778**	**26,279,455**	**27,199,236**	**28,151,209**	**29,136,501**	**30,156,279**	**31,211,749**	**32,304,160**	**33,434,806**	**34,605,024**	**35,816,200**	**37,069,767**	**38,367,208**	**39,710,061**	**41,099,913**	**42,538,410**	**44,027,254**	**45,568,208**	**47,163,095**	**48,813,804**	**50,522,287**
Retail - Big Box Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
Cumulative SF	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Taxable Value	-	-	-	-	-	**1,781,529**	**1,843,883**	**1,908,419**	**1,975,214**	**2,044,346**	**2,115,898**	**2,189,955**	**2,266,603**	**2,345,934**	**2,428,042**	**2,513,023**	**2,600,979**	**2,692,013**	**2,786,234**	**2,883,752**	**2,984,683**	**3,089,147**	**3,197,267**	**3,309,172**	**3,424,993**	**3,544,867**	**3,668,938**	**3,797,351**	**3,930,258**	**4,067,817**	**4,210,191**
Entertainment Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
Cumulative SF	-	-	-	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Taxable Value	-	-	-	**1,081,000**	**1,118,835**	**1,157,994**	**1,198,524**	**1,240,472**	**1,283,889**	**1,328,825**	**1,375,334**	**1,423,470**	**1,473,292**	**1,524,857**	**1,578,227**	**1,633,465**	**1,690,636**	**1,749,809**	**1,811,052**	**1,874,439**	**1,940,044**	**2,007,946**	**2,078,224**	**2,150,962**	**2,226,245**	**2,304,164**	**2,384,810**	**2,468,278**	**2,554,668**	**2,644,081**	**2,736,624**
Taxable Value	-	**110,228**	**38,343,963**	**44,592,079**	**46,152,801**	**63,528,747**	**65,752,253**	**68,053,582**	**70,435,457**	**72,900,698**	**75,452,222**	**78,093,050**	**80,826,307**	**83,655,228**	**86,583,161**	**89,613,571**	**92,750,046**	**95,996,298**	**99,356,168**	**102,833,634**	**106,432,811**	**110,157,960**	**114,013,488**	**118,003,960**	**122,134,099**	**126,408,793**	**130,833,100**	**135,412,259**	**140,151,688**	**145,056,997**	**150,133,992**
PV	-	387	134,458	156,367	161,840	222,771	230,568	238,638	246,990	255,635	264,582	273,843	283,427	293,347	303,614	314,241	325,238	336,623	348,404	360,598	373,219	386,282	399,802	413,795	428,278	443,268	458,782	474,839	491,459	508,660	526,463
City of Midland	3,642,911																														
Midland County	1,366,930	-	145	50,453	58,674	60,727	83,590	86,516	89,544	92,678	95,922	99,279	102,754	106,350	110,073	113,925	117,913	122,040	126,311	130,732	135,307	140,043	144,945	150,018	155,268	160,703	166,327	172,149	178,174	184,410	190,865
Midland Hospital	792,707	-	84	29,258	34,026	35,217	48,476	50,172	51,928	53,746	55,627	57,574	59,589	61,675	63,833	66,067	68,380	70,773	73,250	75,814	78,467	81,214	84,056	86,998	90,043	93,194	96,456	99,832	103,326	106,943	110,686
Midland College	862,052	-	91	31,818	37,003	38,298	52,716	54,561	56,471	58,447	60,493	62,610	64,802	67,070	69,417	71,847	74,361	76,964	79,658	82,446	85,331	88,318	91,409	94,608	97,920	101,347	104,894	108,565	112,365	116,298	120,368
Midland ISD	9,110,861	-	967	336,277	391,073	404,760	557,147	576,647	596,830	617,719	639,339	661,716	684,876	708,847	733,656	759,334	785,911	813,418	841,888	871,354	901,851	933,416	966,085	999,898	1,034,895	1,071,116	1,108,605	1,147,406	1,187,566	1,229,130	1,272,150
Total	**15,775,460**	-	**1,674**	**582,263**	**677,142**	**700,842**	**964,701**	**998,465**	**1,033,411**	**1,069,581**	**1,107,016**	**1,145,762**	**1,185,863**	**1,227,368**	**1,270,326**	**1,314,788**	**1,360,805**	**1,408,434**	**1,457,729**	**1,508,749**	**1,561,555**	**1,616,210**	**1,672,777**	**1,731,324**	**1,791,921**	**1,854,638**	**1,919,550**	**1,986,735**	**2,056,270**	**2,128,240**	**2,202,728**	**2,279,824**
SALES TAX	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Retail - QSR Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
Cumulative SF	-	7,100	31,100	51,100	51,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100	69,100
Taxable Value	-	**3,674,250**	**16,657,549**	**28,327,742**	**29,319,213**	**41,034,562**	**42,470,772**	**43,957,349**	**45,495,752**	**47,088,104**	**48,736,187**	**50,441,954**	**52,207,422**	**54,034,682**	**55,925,896**	**57,883,302**	**59,909,218**	**62,006,040**	**64,176,252**	**66,422,421**	**68,747,205**	**71,153,357**	**73,643,725**	**76,221,255**	**78,888,999**	**81,650,114**	**84,507,868**	**87,465,644**	**90,526,941**	**93,695,384**	**96,974,722**
Costco Sales Per SF	750	776	803	832	861	891	922	954	988	1,022	1,058	1,095	1,133	1,173	1,214	1,257	1,300	1,346	1,393	1,442	1,492	1,545	1,599	1,655	1,712	1,772	1,834	1,899	1,965	2,034	2,105
Cumulative SF	-	-	174,000	174,000	174,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000	274,000
Taxable Value	-	-	**139,794,863**	**144,687,683**	**149,751,752**	**244,069,536**	**252,611,970**	**261,453,388**	**270,604,257**	**280,075,406**	**289,878,045**	**300,023,777**	**310,524,609**	**321,392,970**	**332,641,724**	**344,284,185**	**356,334,131**	**368,805,826**	**381,714,030**	**395,074,021**	**408,901,611**	**423,213,168**	**438,025,629**	**453,356,526**	**469,224,004**	**485,646,844**	**502,644,484**	**520,237,041**	**538,445,327**	**557,290,924**	**576,796,106**
Retail Sales Per SF	250	259	268	277	287	297	307	318	329	341	353	365	378	391	405	419	433	449	464	481	497	515	533	552	571	591	611	633	655	678	702
Cumulative SF	-	-	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200
Taxable Value	-	-	**1,392,593**	**1,441,333**	**1,491,780**	**1,543,992**	**1,598,032**	**1,653,963**	**1,711,852**	**1,771,767**	**1,833,778**	**1,897,961**	**1,964,389**	**2,033,143**	**2,104,303**	**2,177,953**	**2,254,182**	**2,333,078**	**2,414,736**	**2,499,252**	**2,586,726**	**2,677,261**	**2,770,965**	**2,867,949**	**2,968,327**	**3,072,218**	**3,179,746**	**3,291,037**	**3,406,224**	**3,525,441**	**3,648,832**
Auto Dealership Sales Per SF	100	104	107	111	115	119	123	127	132	136	141	146	151	156	162	168	173	179	186	192	199	206	213	221	228	236	245	253	262	271	281
Cumulative SF	-	-	165,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Taxable Value	-	-	**17,675,213**	**22,174,358**	**22,950,460**	**23,753,726**	**24,585,107**	**25,445,585**	**26,336,181**	**27,257,947**	**28,211,975**	**29,199,394**	**30,221,373**	**31,278,121**	**32,373,890**	**33,506,977**	**34,679,721**	**35,893,511**	**37,149,784**	**38,450,026**	**39,795,777**	**41,188,629**	**42,630,232**	**44,122,290**	**45,666,570**	**47,264,900**	**48,919,171**	**50,631,342**	**52,403,439**	**54,237,560**	**56,135,874**
Retail - Big Box Sales Per SF	250	259	268	277	287	297	307	318	329	341	353	365	378	391	405	419	433	449	464	481	497	515	533	552	571	591	611	633	655	678	702
Cumulative SF	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Taxable Value	-	-	-	-	-	**29,692,158**	**30,731,383**	**31,806,982**	**32,920,226**	**34,072,434**	**35,264,969**	**36,499,243**	**37,776,716**	**39,098,902**	**40,467,363**	**41,883,721**	**43,349,651**	**44,866,889**	**46,437,230**	**48,062,533**	**49,744,722**	**51,485,787**	**53,287,739**	**55,152,863**	**57,083,212**	**59,081,125**	**61,148,964**	**63,289,178**	**65,504,299**	**67,796,949**	**70,169,843**
Entertainment Taxable Value Per SF	250	259	268	277	287	297	307	318	329	341	353	365	378	391	405	419	433	449	464	481	497	515	533	552	571	591	611	633	655	678	702
Cumulative SF	-	-	-	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
Taxable Value	-	-	-	**18,016,665**	**18,647,249**	**19,299,902**	**19,975,399**	**20,674,538**	**21,398,147**	**22,147,082**	**22,922,230**	**23,724,508**	**24,554,866**	**25,414,286**	**26,303,786**	**27,224,418**	**28,177,273**	**29,163,478**	**30,184,199**	**31,240,646**	**32,334,069**	**33,465,761**	**34,637,063**	**35,849,360**	**37,104,088**	**38,402,731**	**39,746,827**	**41,137,966**	**42,577,794**	**44,068,017**	**45,610,398**
Taxable Value	-	**3,674,250**	**175,520,216**	**214,647,781**	**222,160,453**	**359,393,876**	**371,972,662**	**384,991,705**	**398,466,415**	**412,412,739**	**426,847,185**	**441,786,836**	**457,249,376**	**473,253,104**	**489,816,957**	**506,960,556**	**524,704,176**	**543,068,822**	**562,076,231**	**581,748,899**	**602,110,110**	**623,183,964**	**644,995,403**	**667,570,242**	**690,935,200**	**715,117,932**	**740,147,060**	**766,052,707**	**792,864,034**	**820,614,475**	**849,335,575**
Less City's 1% Sales Tax - Costco	3,674,250	35,725,354	69,960,098	72,408,701	115,324,340	119,360,692	123,538,316	127,862,157	132,337,333	136,969,140	141,763,060	146,724,767	151,860,133	157,175,238	162,676,371	168,370,044	174,262,996	180,362,201	186,674,878	193,208,499	199,970,796	206,969,774	214,213,716	221,711,196	229,471,088	237,502,576	245,815,166	254,418,697	263,323,351	272,539,669
PV	-	73,485	2,112,456	2,846,079	2,945,692	4,747,182	4,913,334	5,085,300	5,263,286	5,447,501	5,638,163	5,835,499	6,039,741	6,251,132	6,469,922	6,696,369	6,930,742	7,173,318	7,424,384	7,684,238	7,953,186	8,231,548	8,519,652	8,817,840	9,126,464	9,445,890	9,776,496	10,118,674	10,472,827	10,839,376	11,218,754
Total	**76,214,235**	-	**73,485**	**2,112,456**	**2,846,079**	**2,945,692**	**4,747,182**	**4,913,334**	**5,085,300**	**5,263,286**	**5,447,501**	**5,638,163**	**5,835,499**	**6,039,741**	**6,251,132**	**6,469,922**	**6,696,369**	**6,930,742**	**7,173,318**	**7,424,384**	**7,684,238**	**7,953,186**	**8,231,548**	**8,519,652**	**8,817,840**	**9,126,464**	**9,445,890**	**9,776,496**	**10,118,674**	**10,472,827**	**10,839,376**	**11,218,754**	**204,098,530**
	2024	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
SUMMARY																						

Tax Revenue Projections

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
PARTICIPATION																																	
REAL PROPERTY	*Taxable Value*	-	*3,674,250*	*59,099,483*	*80,778,413*	*83,605,657*	*122,607,827*	*126,899,100*	*139,451,349*	*144,332,147*	*149,383,772*	*154,612,204*	*160,023,631*	*165,624,458*	*171,421,314*	*177,421,060*	*183,630,797*	*190,057,875*	*196,709,900*	*203,594,747*	*210,720,563*	*218,095,783*	*225,729,135*	*233,629,655*	*241,806,693*	*250,269,927*	*259,029,375*	*268,095,403*	*277,478,742*	*287,190,498*	*297,242,165*	*307,645,641*	
	PV																																GROSS
City of Midland	**3,657,298**	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	**9,800,760**
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	*3,657,298*	-	*6,442*	*103,620*	*141,630*	*146,587*	*214,970*	*222,493*	*244,501*	*253,059*	*261,916*	*271,083*	*280,571*	*290,391*	*300,555*	*311,074*	*321,962*	*333,230*	*344,893*	*356,965*	*369,458*	*382,390*	*395,773*	*409,625*	*423,962*	*438,801*	*454,159*	*470,054*	*486,506*	*503,534*	*521,158*	*539,398*	*9,800,760*
PERSONAL PROPERTY	*Taxable Value*	-	*110,228*	*38,343,963*	*44,592,079*	*46,152,801*	*63,528,747*	*65,752,253*	*68,053,582*	*70,435,457*	*72,900,698*	*75,452,222*	*78,093,050*	*80,826,307*	*83,655,228*	*86,583,161*	*89,613,571*	*92,750,046*	*95,996,298*	*99,356,168*	*102,833,634*	*106,432,811*	*110,157,960*	*114,013,488*	*118,003,960*	*122,134,099*	*126,408,793*	*130,833,100*	*135,412,259*	*140,151,688*	*145,056,997*	*150,133,992*	
	PV																																GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	*3,674,250*	*175,520,216*	*214,647,781*	*222,160,453*	*359,393,876*	*371,972,662*	*384,991,705*	*398,466,415*	*412,412,739*	*426,847,185*	*441,786,836*	*457,249,376*	*473,253,104*	*489,816,962*	*506,960,556*	*524,704,176*	*543,068,822*	*562,076,231*	*581,748,899*	*602,110,110*	*623,183,964*	*644,995,403*	*667,570,242*	*690,935,200*	*715,117,932*	*740,147,060*	*766,052,207*	*792,864,034*	*820,614,275*	*849,335,775*	
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	PV																																
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																	
	PV																																GROSS
City of Midland	**3,657,298**	-	6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	**9,800,760**
MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	*3,657,298*	-	*6,442*	*103,620*	*141,630*	*146,587*	*214,970*	*222,493*	*244,501*	*253,059*	*261,916*	*271,083*	*280,571*	*290,391*	*300,555*	*311,074*	*321,962*	*333,230*	*344,893*	*356,965*	*369,458*	*382,390*	*395,773*	*409,625*	*423,962*	*438,801*	*454,159*	*470,054*	*486,506*	*503,534*	*521,158*	*539,398*	*9,800,760*
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																	
SUMMARY																																	
	PV																																GROSS
City of Midland	**25,707,746**	-	43,571	595,331	997,598	1,032,514	1,590,984	1,646,669	1,718,523	1,778,671	1,840,924	1,905,357	1,972,044	2,041,066	2,112,503	2,186,441	2,262,966	2,342,170	2,424,146	2,508,991	2,596,806	2,687,694	2,781,763	2,879,125	2,979,894	3,084,191	3,192,137	3,303,862	3,419,497	3,539,180	3,663,051	3,791,258	**68,918,926**
MEDC	**14,451,674**	-	9,186	438,801	536,619	555,401	898,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	**38,659,196**
Midland County	**33,014,937**	-	23,351	1,005,816	1,238,200	1,281,537	2,041,886	2,113,352	2,197,991	2,274,921	2,354,543	2,436,952	2,522,246	2,610,524	2,701,893	2,796,459	2,894,335	2,995,637	3,100,484	3,209,001	3,321,316	3,437,562	3,557,877	3,682,402	3,811,286	3,944,681	4,082,745	4,225,641	4,373,539	4,526,613	4,685,044	4,849,021	**88,296,857**
Midland Hospital	**16,836,057**	-	12,073	513,155	632,283	654,413	1,040,516	1,076,934	1,120,816	1,160,044	1,200,646	1,242,669	1,286,162	1,331,178	1,377,769	1,425,991	1,475,901	1,527,557	1,581,022	1,636,357	1,693,630	1,752,907	1,814,259	1,877,758	1,943,479	2,011,501	2,081,903	2,154,770	2,230,187	2,308,244	2,389,032	2,472,648	**45,025,803**
Midland College	**2,592,964**	-	3,140	80,859	104,032	107,674	154,456	159,862	172,188	178,214	184,452	190,907	197,589	204,505	211,663	219,071	226,738	234,674	242,888	251,389	260,187	269,294	278,719	288,474	298,571	309,021	319,837	331,031	342,617	354,609	367,020	379,866	**6,923,544**
Midland ISD	**27,404,545**	-	33,190	854,579	1,099,499	1,137,982	1,632,418	1,689,552	1,819,818	1,883,512	1,949,435	2,017,665	2,088,283	2,161,373	2,237,021	2,315,317	2,396,353	2,480,225	2,567,033	2,656,880	2,749,870	2,846,116	2,945,730	3,048,830	3,155,539	3,265,983	3,380,293	3,498,603	3,621,054	3,747,791	3,878,964	4,014,727	**73,173,837**
Total	*120,007,923*	-	*124,511*	*3,488,540*	*4,608,233*	*4,769,521*	*7,358,745*	*7,616,301*	*7,991,815*	*8,271,529*	*8,561,032*	*8,860,668*	*9,170,792*	*9,491,769*	*9,823,981*	*10,167,821*	*10,523,694*	*10,892,024*	*11,273,244*	*11,667,808*	*12,076,181*	*12,498,848*	*12,936,307*	*13,389,078*	*13,857,696*	*14,342,715*	*14,844,710*	*15,364,275*	*15,902,025*	*16,458,596*	*17,034,646*	*17,630,859*	*320,997,964*

DAVID PETTIT
Economic Development

HOT Generated

Revenue Year		0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms		0	0	0	0	0	75	75	150	150	150	150	150	150	150	150
Occupancy		0%	0%	0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	-	-	27,375	27,375	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750
# of Occupied Rooms		-	-	-	0	0	19,163	19,163	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325
Average Daily Rate		$ 150.00	$ 155.25	$ 160.68	$ 166.31	$ 172.13	$ 178.15	$ 184.39	$ 190.84	$ 197.52	$ 204.43	$ 211.59	$ 219.00	$ 226.66	$ 234.59	$ 242.80
Annual Taxable Revenue		$ -	$ -	$ -	$ -	$ -	$ 3,413,856	$ 3,533,341	$ 7,314,015	$ 7,570,006	$ 7,834,956	$ 8,109,180	$ 8,393,001	$ 8,686,756	$ 8,990,792	$ 9,305,470
City Tax Rate	7%	$ -	$ -	$ -	$ -	$ -	$ 238,970	$ 247,334	$ 511,981	$ 529,900	$ 548,447	$ 567,643	$ 587,510	$ 608,073	$ 629,355	$ 651,383
State Tax Rate	6%	$ -	$ -	$ -	$ -	$ -	$ 204,831	$ 212,000	$ 438,841	$ 454,200	$ 470,097	$ 486,551	$ 503,580	$ 521,205	$ 539,448	$ 558,328
		$ -	$ -	$ -	$ -	$ -	$ 443,801	$ 459,334	$ 950,822	$ 984,101	$ 1,018,544	$ 1,054,193	$ 1,091,090	$ 1,129,278	$ 1,168,803	$ 1,209,711

	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	
	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150	
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	54,750	
	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	38,325	
$	251.30	$ 260.10	$ 269.20	$ 278.62	$ 288.38	$ 298.47	$ 308.91	$ 319.73	$ 330.92	$ 342.50	$ 354.49	$ 366.89	$ 379.74	$ 393.03	$ 406.78	$ 421.02	
$	9,631,162	$ 9,968,252	$ 10,317,141	$ 10,678,241	$ 11,051,979	$ 11,438,799	$ 11,839,157	$ 12,253,527	$ 12,682,401	$ 13,126,285	$ 13,585,705	$ 14,061,204	$ 14,553,346	$ 15,062,714	$ 15,589,909	$ 16,135,555	
$	674,181	$ 697,778	$ 722,200	$ 747,477	$ 773,639	$ 800,716	$ 828,741	$ 857,747	$ 887,768	$ 918,840	$ 950,999	$ 984,284	$ 1,018,734	$ 1,054,390	$ 1,091,294	$ 1,129,489	**$19,258,872**
$	577,870	$ 598,095	$ 619,028	$ 640,694	$ 663,119	$ 686,328	$ 710,349	$ 735,212	$ 760,944	$ 787,577	$ 815,142	$ 843,672	$ 873,201	$ 903,763	$ 935,395	$ 968,133	**$16,507,605**
$	1,252,051	$ 1,295,873	$ 1,341,228	$ 1,388,171	$ 1,436,757	$ 1,487,044	$ 1,539,090	$ 1,592,959	$ 1,648,712	$ 1,706,417	$ 1,766,142	$ 1,827,957	$ 1,891,935	$ 1,958,153	$ 2,026,688	$ 2,097,622	$35,766,477

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	50%	0.1753310	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0100000	0%	0.0000000
Midland County	0.1315790	0%	0.0000000	Midland County	0.1315790	0%	0.0000000	MEDC	0.0025000	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000	Midland Hospital	0.0763050	0%	0.0000000	Midland County Hospital District	0.0025000	0%	0.0000000
Midland College	0.0829800	0%	0.0000000	Midland College	0.0829800	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland ISD	0.8770000	0%	0.0000000	Midland ISD	0.8770000	0%	0.0000000		*0.0200000*		*0.0000000*
	1.5185260		*0.1753310*		*1.5185260*		*0.0000000*				

REVENUE YEAR		TAX BASE YEAR 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	TOTALS	
BASE YEAR																																		
	City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE																																		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TAXABLE VALUE INCREMENT																																		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
REVENUE A																																		
TAXABLE VALUE GROWTH																																		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
REVENUE 1		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
	REAL PROPERTY TAX		3,674,250	59,099,483	80,778,413	83,605,657	122,607,827	126,899,100	139,451,349	144,332,147	149,383,772	154,612,204	160,023,631	165,624,458	171,421,314	177,421,060	183,630,797	190,057,875	196,709,900	203,594,747	210,720,563	218,095,783	225,729,135	233,629,655	241,806,693	250,269,927	259,029,375	268,095,403	277,478,742	287,190,498	297,242,165	307,645,641		
	BUSINESS PERSONAL PROPERTY		110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,752,253	68,053,582	70,435,457	72,900,698	75,452,222	78,093,050	80,826,307	83,655,228	86,583,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,134,099	126,408,793	130,833,100	135,412,259	140,151,688	145,056,997	150,133,992		
	City of Midland		6,442	103,620	141,630	146,587	214,970	222,493	244,501	253,059	261,916	271,083	280,571	290,391	300,555	311,074	321,962	333,230	344,893	356,965	369,458	382,390	395,773	409,625	423,962	438,801	454,159	470,054	486,506	503,534	521,158	539,398	9,800,760	City of Midland
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
	Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
	Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
	Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
			6,442	**103,620**	**141,630**	**146,587**	**214,970**	**222,493**	**244,501**	**253,059**	**261,916**	**271,083**	**280,571**	**290,391**	**300,555**	**311,074**	**321,962**	**333,230**	**344,893**	**356,965**	**369,458**	**382,390**	**395,773**	**409,625**	**423,962**	**438,801**	**454,159**	**470,054**	**486,506**	**503,534**	**521,158**	**539,398**	**9,800,760**	
REVENUE 2 - SALES TAX																																		
	SALES		3,674,250	175,520,216	214,647,781	222,160,453	359,393,876	371,972,662	384,991,705	398,466,415	412,412,739	426,847,185	441,786,836	457,249,376	473,253,104	489,816,962	506,960,556	524,704,176	543,068,822	562,076,231	581,748,899	602,110,110	623,183,964	644,995,403	667,570,242	690,935,200	715,117,932	740,147,060	766,052,207	792,864,034	820,614,275	849,335,775		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
	MEDC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MEDC
	Midland County Hospital District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County Hospital District
	Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE 3 - HOTEL OCCUPANCY TAX			0	0	0	0	3,413,856	3,533,341	7,314,015	7,570,006	7,834,956	8,109,180	8,393,001	8,686,756	8,990,792	9,305,470	9,631,162	9,968,252	10,317,141	10,678,241	11,051,979	11,438,799	11,839,157	12,253,527	12,682,401	13,126,285	13,585,705	14,061,204	14,553,346	15,062,714	15,589,909	16,135,555		
	City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
REVENUE A, 1, 2, 3			**6,442**	**103,620**	**141,630**	**146,587**	**214,970**	**222,493**	**244,501**	**253,059**	**261,916**	**271,083**	**280,571**	**290,391**	**300,555**	**311,074**	**321,962**	**333,230**	**344,893**	**356,965**	**369,458**	**382,390**	**395,773**	**409,625**	**423,962**	**438,801**	**454,159**	**470,054**	**486,506**	**503,534**	**521,158**	**539,398**	**9,800,760**	
Running Total			**6,442**	**110,062**	**251,691**	**398,278**	**613,248**	**835,741**	**1,080,242**	**1,333,301**	**1,595,218**	**1,866,301**	**2,146,872**	**2,437,263**	**2,737,817**	**3,048,892**	**3,370,853**	**3,704,084**	**4,048,977**	**4,405,942**	**4,775,400**	**5,157,790**	**5,553,563**	**5,963,188**	**6,387,150**	**6,825,951**	**7,280,110**	**7,750,164**	**8,236,670**	**8,740,204**	**9,261,362**	**9,800,760**		
GROSS	**9,800,760**		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
	City of Midland		$ 6,442	$ 103,620	$ 141,630	$ 146,587	$ 214,970	$ 222,493	$ 244,501	$ 253,059	$ 261,916	$ 271,083	$ 280,571	$ 290,391	$ 300,555	$ 311,074	$ 321,962	$ 333,230	$ 344,893	$ 356,965	$ 369,458	$ 382,390	$ 395,773	$ 409,625	$ 423,962	$ 438,801	$ 454,159	$ 470,054	$ 486,506	$ 503,534	$ 521,158	$ 539,398	9,800,760	City of Midland
	Midland County		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
	Midland Hospital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
	Midland College		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
	Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
			6,442	**103,620**	**141,630**	**146,587**	**214,970**	**222,493**	**244,501**	**253,059**	**261,916**	**271,083**	**280,571**	**290,391**	**300,555**	**311,074**	**321,962**	**333,230**	**344,893**	**356,965**	**369,458**	**382,390**	**395,773**	**409,625**	**423,962**	**438,801**	**454,159**	**470,054**	**486,506**	**503,534**	**521,158**	**539,398**	**9,800,760**	**TOTAL**

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX

City of Midland	0.3606620	100%	0.3606620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

BUSINESS PERSONAL PROPERTY TAX

City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

SALES TAX

City of Midland	0.0100000	100%	0.0100000
MEDC	0.0025000	100%	0.0025000
Midland County Hospital District	0.0025000	100%	0.0025000
Midland County	0.0050000	100%	0.0050000
	0.0200000		0.0200000

REVENUE YEAR	TAX BASE YEAR 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	TOTALS	
BASE YEAR																																	
City of Midland	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland Hospital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland College	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE																																	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE INCREMENT																																	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A TAXABLE VALUE GROWTH																																	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE 1	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REAL PROPERTY TAX		3,674,250	59,099,483	80,778,413	83,605,657	122,607,827	126,899,100	139,451,349	144,332,147	149,383,772	154,612,204	160,023,631	165,624,458	171,421,314	177,421,060	183,630,797	190,057,875	196,709,900	203,594,747	210,720,563	218,095,783	225,729,135	233,629,655	241,806,693	250,269,927	259,029,375	268,095,403	277,478,742	287,190,498	297,242,165	307,645,641		
BUSINESS PERSONAL PROPERTY		110,228	38,343,963	44,592,079	46,152,801	63,528,747	65,752,253	68,053,582	70,435,457	72,900,698	75,452,222	78,093,050	80,826,307	83,655,228	86,583,161	89,613,571	92,750,046	95,996,298	99,356,168	102,833,634	106,432,811	110,157,960	114,013,488	118,003,960	122,134,099	126,408,793	130,833,100	135,412,259	140,151,688	145,056,997	150,133,992		
City of Midland		13,271	341,697	439,627	455,014	652,710	675,555	727,641	753,108	779,467	806,749	834,985	864,209	894,457	925,762	958,164	991,700	1,026,409	1,062,334	1,099,515	1,137,998	1,177,828	1,219,052	1,261,719	1,305,879	1,351,585	1,398,891	1,447,852	1,498,527	1,550,975	1,605,259	29,257,941	City of Midland
Midland County		4,980	128,215	164,961	170,735	244,917	253,489	273,033	282,589	292,480	302,716	313,312	324,277	335,627	347,374	359,532	372,116	385,140	398,620	412,571	427,011	441,957	457,425	473,435	490,005	507,156	524,906	543,278	562,293	581,973	602,342	10,978,465	Midland County
Midland Hospital		2,888	74,354	95,664	99,012	142,032	147,003	158,337	163,878	169,614	175,551	181,695	188,054	194,636	201,448	208,499	215,797	223,349	231,167	239,258	247,632	256,299	265,269	274,554	284,163	294,109	304,402	315,056	326,083	337,496	349,309	6,366,607	Midland Hospital
Midland College		3,140	80,859	104,032	107,674	154,456	159,862	172,188	178,214	184,452	190,907	197,589	204,505	211,663	219,071	226,738	234,674	242,888	251,389	260,187	269,294	278,719	288,474	298,571	309,021	319,837	331,031	342,617	354,609	367,020	379,866	6,923,544	Midland College
Midland ISD		33,190	854,579	1,099,499	1,137,982	1,632,418	1,689,552	1,819,818	1,883,512	1,949,435	2,017,665	2,088,283	2,161,373	2,237,021	2,315,317	2,396,353	2,480,225	2,567,033	2,656,880	2,749,870	2,846,116	2,945,730	3,048,830	3,155,539	3,265,983	3,380,293	3,498,603	3,621,054	3,747,791	3,878,964	4,014,727	73,173,637	Midland ISD
		57,468	1,479,704	1,903,784	1,970,416	2,826,532	2,925,461	3,151,016	3,261,302	3,375,447	3,493,588	3,615,864	3,742,419	3,873,404	4,008,973	4,149,287	4,294,512	4,444,820	4,600,388	4,761,402	4,928,051	5,100,533	5,279,052	5,463,818	5,655,052	5,852,979	6,057,833	6,269,857	6,489,302	6,716,428	6,951,503	126,700,194	
REVENUE 2 - SALES TAX																																	
SALES		3,674,250	175,520,216	214,647,781	222,160,453	359,393,876	371,972,662	384,991,705	398,466,415	412,412,739	426,847,185	441,786,836	457,249,376	473,253,104	489,816,962	506,960,556	524,704,176	543,068,822	562,076,231	581,748,899	602,110,110	623,183,964	644,995,403	667,570,242	690,935,200	715,117,932	740,147,060	766,052,207	792,864,034	820,614,275	849,335,775		
City of Midland		36,743	357,254	699,601	724,087	1,153,243	1,193,607	1,235,383	1,278,622	1,323,373	1,369,691	1,417,631	1,467,248	1,518,601	1,571,752	1,626,764	1,683,700	1,742,630	1,803,622	1,866,749	1,932,085	1,999,708	2,069,698	2,142,137	2,217,112	2,294,711	2,375,026	2,458,152	2,544,187	2,633,234	2,725,397	49,461,746	City of Midland
MEDC		9,186	438,801	536,619	555,401	898,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	38,659,196	MEDC
Midland County Hospital District		9,186	438,801	536,619	555,401	898,485	929,932	962,479	996,166	1,031,032	1,067,118	1,104,467	1,143,123	1,183,133	1,224,542	1,267,401	1,311,760	1,357,672	1,405,191	1,454,372	1,505,275	1,557,960	1,612,489	1,668,926	1,727,338	1,787,795	1,850,368	1,915,131	1,982,160	2,051,536	2,123,339	38,659,196	Midland County Hospital District
Midland County		18,371	877,601	1,073,239	1,110,802	1,796,969	1,859,863	1,924,959	1,992,332	2,062,064	2,134,236	2,208,934	2,286,247	2,366,266	2,449,085	2,534,803	2,623,521	2,715,344	2,810,381	2,908,744	3,010,551	3,115,920	3,224,977	3,337,851	3,454,676	3,575,590	3,700,735	3,830,261	3,964,320	4,103,071	4,246,679	77,318,392	Midland County
		73,485	2,112,456	2,846,079	2,945,692	4,747,182	4,913,334	5,085,300	5,263,286	5,447,501	5,638,163	5,835,499	6,039,741	6,251,132	6,469,922	6,696,369	6,930,742	7,173,318	7,424,384	7,684,238	7,953,186	8,231,548	8,519,652	8,817,840	9,126,464	9,445,890	9,776,496	10,118,674	10,472,827	10,839,376	11,218,754	204,098,530	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	0	0	3,413,856	3,533,341	7,314,015	7,570,006	7,834,956	8,109,180	8,393,001	8,686,756	8,990,792	9,305,470	9,631,162	9,968,252	10,317,141	10,678,241	11,051,979	11,438,799	11,839,157	12,253,527	12,682,401	13,126,285	13,585,705	14,061,204	14,553,346	15,062,714	15,589,909	16,135,555		
City of Midland		0	0	0	0	238,970	247,334	511,981	529,900	548,447	567,643	587,510	608,073	629,355	651,383	674,181	697,778	722,200	747,477	773,639	800,716	828,741	857,747	887,768	918,840	950,999	984,284	1,018,734	1,054,390	1,091,294	1,129,489	19,258,872	City of Midland
		0	0	0	0	238,970	247,334	511,981	529,900	548,447	567,643	587,510	608,073	629,355	651,383	674,181	697,778	722,200	747,477	773,639	800,716	828,741	857,747	887,768	918,840	950,999	984,284	1,018,734	1,054,390	1,091,294	1,129,489	19,258,872	
REVENUE A, 1, 2, 3		130,953	3,592,160	4,749,862	4,916,107	7,812,684	8,086,128	8,748,298	9,054,488	9,371,395	9,699,394	10,038,873	10,390,233	10,753,891	11,130,278	11,519,837	11,923,032	12,340,338	12,772,250	13,219,278	13,681,953	14,160,821	14,656,450	15,169,426	15,700,356	16,249,868	16,818,614	17,407,265	18,016,519	18,647,098	19,299,746	350,057,597	
Running Total		130,953	3,723,113	8,472,975	13,389,083	21,201,767	29,287,895	38,036,193	47,090,681	56,462,076	66,161,470	76,200,343	86,590,576	97,344,468	108,474,745	119,994,583	131,917,614	144,257,952	157,030,202	170,249,480	183,931,433	198,092,255	212,748,705	227,918,131	243,618,486	259,868,355	276,686,969	294,094,234	312,110,753	330,757,851	350,057,597		

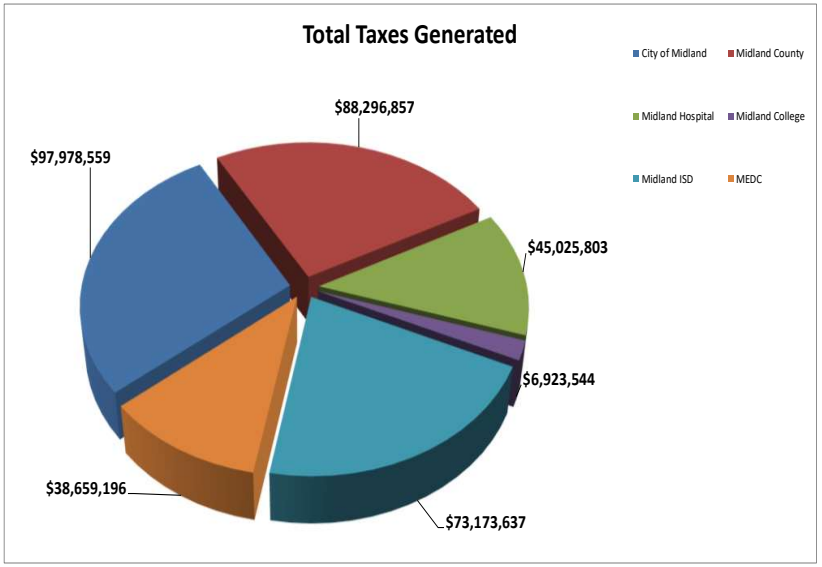
GROSS	350,057,597	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
City of Midland		$ 50,013	$ 698,951	$ 1,139,228	$ 1,179,101	$ 2,044,924	$ 2,116,496	$ 2,475,005	$ 2,561,630	$ 2,651,287	$ 2,744,082	$ 2,840,125	$ 2,939,530	$ 3,042,413	$ 3,148,898	$ 3,259,109	$ 3,373,178	$ 3,491,239	$ 3,613,433	$ 3,739,903	$ 3,870,799	$ 4,006,277	$ 4,146,497	$ 4,291,624	$ 4,441,831	$ 4,597,295	$ 4,758,201	$ 4,924,738	$ 5,097,104	$ 5,275,502	$ 5,460,145	97,978,559	City of Midland
Midland County		$ 23,351	$ 1,005,816	$ 1,238,200	$ 1,281,537	$ 2,041,886	$ 2,113,352	$ 2,197,991	$ 2,274,921	$ 2,354,543	$ 2,436,952	$ 2,522,246	$ 2,610,524	$ 2,701,893	$ 2,796,459	$ 2,894,335	$ 2,995,637	$ 3,100,484	$ 3,209,001	$ 3,321,316	$ 3,437,562	$ 3,557,877	$ 3,682,402	$ 3,811,286	$ 3,944,681	$ 4,082,745	$ 4,225,641	$ 4,373,539	$ 4,526,613	$ 4,685,044	$ 4,849,021	88,296,857	Midland County
Midland Hospital		$ 12,073	$ 513,155	$ 632,283	$ 654,413	$ 1,040,516	$ 1,076,934	$ 1,120,816	$ 1,160,044	$ 1,200,646	$ 1,242,669	$ 1,286,162	$ 1,331,178	$ 1,377,769	$ 1,425,991	$ 1,475,901	$ 1,527,557	$ 1,581,022	$ 1,636,357	$ 1,693,630	$ 1,752,907	$ 1,814,259	$ 1,877,758	$ 1,943,479	$ 2,011,501	$ 2,081,903	$ 2,154,770	$ 2,230,187	$ 2,308,244	$ 2,389,032	$ 2,472,648	45,025,803	Midland Hospital
Midland College		$ 3,140	$ 80,859	$ 104,032	$ 107,674	$ 154,456	$ 159,862	$ 172,188	$ 178,214	$ 184,452	$ 190,907	$ 197,589	$ 204,505	$ 211,663	$ 219,071	$ 226,738	$ 234,674	$ 242,888	$ 251,389	$ 260,187	$ 269,294	$ 278,719	$ 288,474	$ 298,571	$ 309,021	$ 319,837	$ 331,031	$ 342,617	$ 354,609	$ 367,020	$ 379,866	6,923,544	Midland College
Midland ISD		$ 33,190	$ 854,579	$ 1,099,499	$ 1,137,982	$ 1,632,418	$ 1,689,552	$ 1,819,818	$ 1,883,512	$ 1,949,435	$ 2,017,665	$ 2,088,283	$ 2,161,373	$ 2,237,021	$ 2,315,317	$ 2,396,353	$ 2,480,225	$ 2,567,033	$ 2,656,880	$ 2,749,870	$ 2,846,116	$ 2,945,730	$ 3,048,830	$ 3,155,539	$ 3,265,983	$ 3,380,293	$ 3,498,603	$ 3,621,054	$ 3,747,791	$ 3,878,964	$ 4,014,727	73,173,637	Midland ISD
MEDC		$ 9,186	$ 438,801	$ 536,619	$ 555,401	$ 898,485	$ 929,932	$ 962,479	$ 996,166	$ 1,031,032	$ 1,067,118	$ 1,104,467	$ 1,143,123	$ 1,183,133	$ 1,224,542	$ 1,267,401	$ 1,311,760	$ 1,357,672	$ 1,405,191	$ 1,454,372	$ 1,505,275	$ 1,557,960	$ 1,612,489	$ 1,668,926	$ 1,727,338	$ 1,787,795	$ 1,850,368	$ 1,915,131	$ 1,982,160	$ 2,051,536	$ 2,123,339	38,659,196	MEDC
		130,953	3,592,160	4,749,862	4,916,107	7,812,684	8,086,128	8,748,298	9,054,488	9,371,395	9,699,394	10,038,873	10,390,233	10,753,891	11,130,278	11,519,837	11,923,032	12,340,338	12,772,250	13,219,278	13,681,953	14,160,821	14,656,450	15,169,426	15,700,356	16,249,868	16,818,614	17,407,265	18,016,519	18,647,098	19,299,746	350,057,597	TOTAL

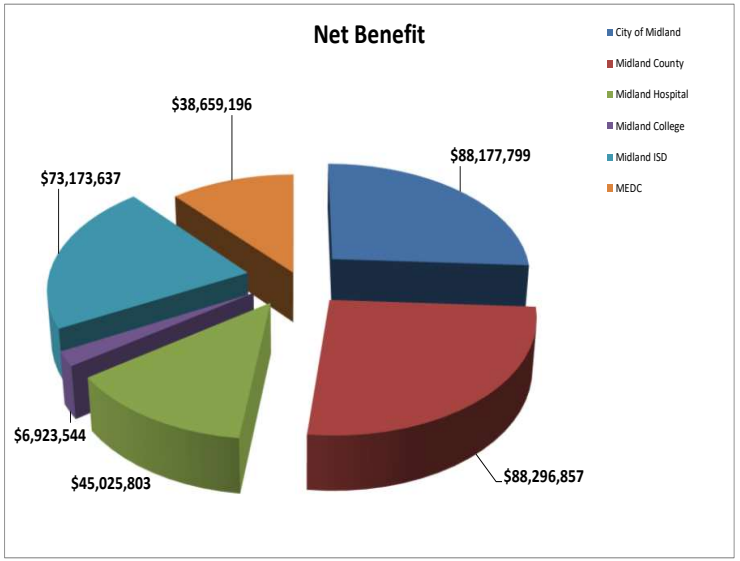
DAVID PETTIT Economic Development

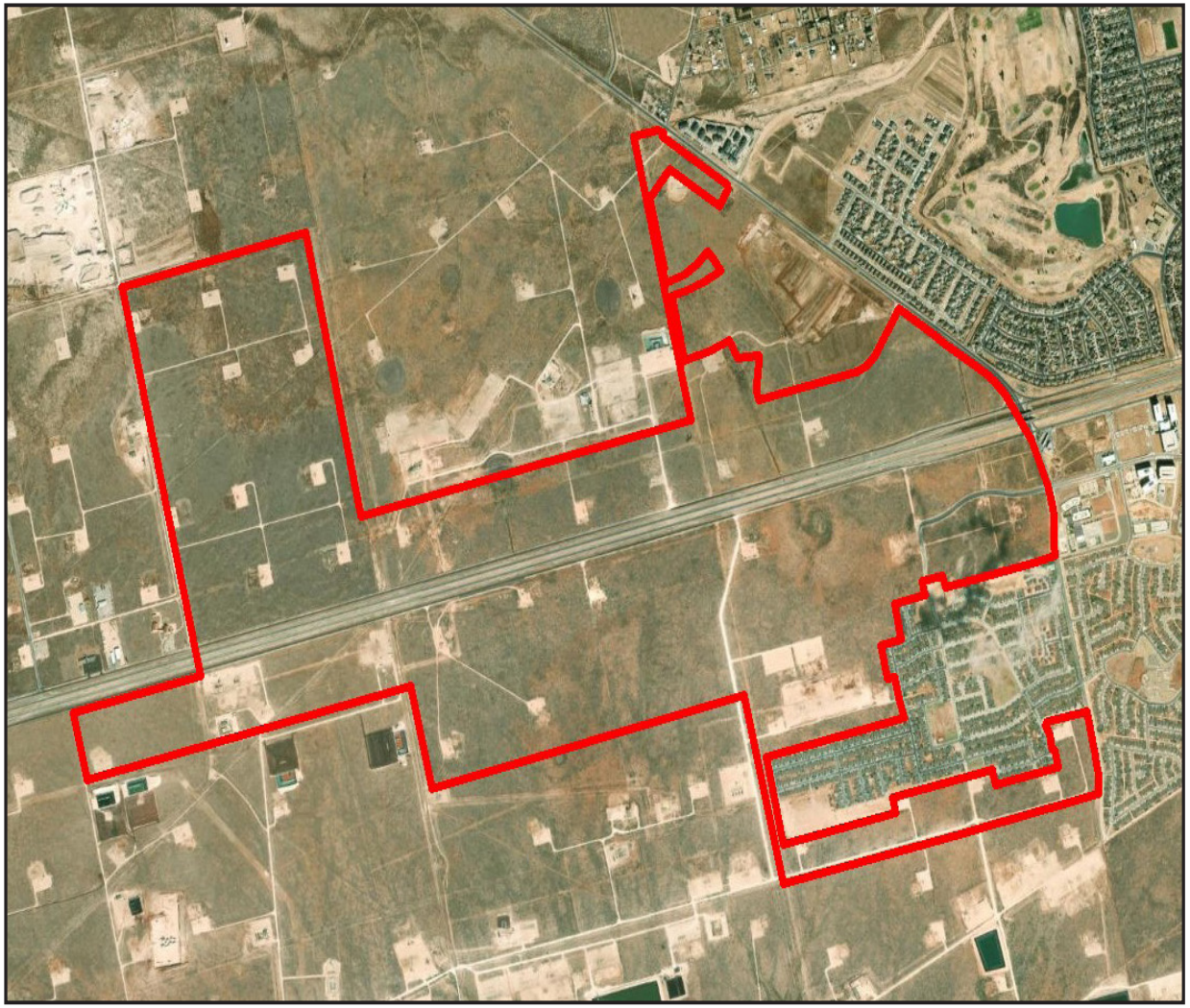
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation (75%)	Net Benefit
City of Midland	$97,978,559	$9,800,760	$88,177,799
Midland County	$88,296,857	$0	$88,296,857
Midland Hospital	$45,025,803	$0	$45,025,803
Midland College	$6,923,544	$0	$6,923,544
Midland ISD	$73,173,637	$0	$73,173,637
MEDC	$38,659,196	$0	$38,659,196
Total	**$350,057,597**	**$9,800,760**	**$340,256,837**

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$97,978,559	$9,800,760	$88,177,799
City of Midland - Real Property	*$19,601,520*	*$9,800,760*	$9,800,760
City of Midland - Personal Property	*$9,656,420*	*$0*	$9,656,420
City of Midland - Sales	*$49,461,746*	*$0*	$49,461,746
City of Midland -HOT	*$19,258,872*	*$0*	$19,258,872







Length of TIRZ #3 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Property ID	Address	Acres	Owner Name	Legal
R000007502	HWY 191	125.21	RATTLER MIDSTREAM LLC	SEC: 40, BLK: 40-T1S
R000215234	HWY 191	18.45	RATTLER MIDSTREAM LLC	SEC: 34, BLK: 40-T1S
R000007487	HWY 191	374.73	MIDLAND DEVELOPMENT CORP	E 2/3RDS SEC: 33, BLK: 40-T1S
R000007491	HWY 158	168.95	CUMBERLAND & WESTERN RESOURCES LLC	168.951, 176.521 AC OUT OF S/PT, SEC: 35, BLK: 40-T1S
R000007501	HWY 191	296.73	CUMBERLAND & WESTERN RESOURCES LLC	SEC: 39, BLK: 40-T1S
R000007500	6705 HWY 191	334.69	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 334.686, 354.836 AC OUT OF SEC: 38, BLK: 40-T1S
R000007490	HWY 191	410.51	CUMBERLAND & WESTERN RESOURCES LLC	Acres: 410.510, SEC: 34, BLK: 40-T1S
R000220945	6501 DEAUVILLE BL	16.94	PROFFFUTT LIMITED PARTNERSHIP	BLK; 001, LOT: 003. ADDN: AVALON PARK ADDN
R000220943	6601 DEAUVILLE BL	3.20	DB BRENTWAY LLC	BLK: 001, LOT:001, ADDN: AVALON PARK ADDITION
R000220944	6401 DEAUVILLE BL	5.27	PROFFFUTT LIMITED PARTNERSHIP	BLK: 001, LOT:002, ADDN: AVALON PARK ADDITION
R000228444	6401 W HWY 158	1.44	CG 191 AND 158 LLC	BLK: 001, LOT: 010, WEST FORK ADDITION SEC 3
R000228417	1601 AVALON DR	24.47	LUSSO REAL ESTATE LLC	Acres: 24.470, BLK: 012, LOT: 001, ADDN: WESTRIDGE PARK, SEC 49
R000226639	6410 S H 191	1.34	SOUVENIRS LLC	Acres: 1.340, BLK: 001, LOT: 003, WEST FORK ADDITION
R000221417	HWY 191	6.32	LUSSO REAL ESTATE LLC	Acres: 6.320, 6.320 AC OUT OF SEC: 38, BLK: 40-T1S
R000228443	6407 W HWY 158	1.44	CG 191 AND 158 LLC	Acres: 1.437, BLK: 001, LOT: 009, WEST FORK ADDITION SEC 3
R000228438	6414 SH 191	0.45	MIDLAND 158 LLC	Acres: 0.450, BLK: 001, LOT: 004 , WEST FORK ADDITION SEC 2
R000228440	6417 W HWY 158	1.02	MIDLAND 158 LLC	Acres: 1.023, BLK: 001, LOT: 006 , WEST FORK ADDITION SEC 2
R000228439	6413 W HWY 158	2.21	MIDLAND 158 LLC	Acres: 2.210, BLK: 001, LOT: 005 , WEST FORK ADDITION SEC 2
R000228441	6421 W HWY 158	1.72	MIDLAND 158 LLC	Acres: 1.718, BLK: 001, LOT: 007 , WEST FORK ADDITION SEC 2
R000228447	6412 SH 191	0.87	CG 191 AND 158 LLC	Acres: 0.869, BLK: 001, LOT: CA "A" , WEST FORK ADDITION SEC 3
R000228442	6411 W HWY 158	0.87	CG 191 AND 158 LLC	Acres: 0.874, BLK: 001, LOT: 008 , WEST FORK ADDITION SEC 3
R000228446	6406 SH 191	0.88	CG 191 AND 158 LLC	Acres: 0.878, BLK: 001, LOT: 012, WEST FORK ADDITION SEC 3
R000228445	6402 SH 191	1.07	CFT NV DEVELOPMENTS LLC	Acres: 1.067, BLK: 001, LOT: 011, WEST FORK ADDITION SEC 3

City Council Meeting

Item Number: 31

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Director

Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER FOUR, CITY OF MIDLAND, TEXAS (DISTRICT 4 & EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)

Purpose:

The purpose of this ordinance is to establish Tax Increment Reinvestment Zone (TIRZ) No. 4 within the City of Midland and its extraterritorial jurisdiction (ETJ), as authorized by Chapter 311 of the Texas Tax Code. This ordinance seeks to promote economic development by using tax increment financing to assist in funding capital projects at and maintain the Scharbauer Sports Complex, and support development and related public improvements in the surrounding area south of State Highway 191, west of Loop 250 West, and north of Business Interstate 20.

Recommended City Council Action:

Approve

Fiscal Impact:

If approved, a portion of the incremental increase in real property tax revenue and sales and use tax revenue resulting from future growth within the zone will be dedicated to the TIRZ No. 4 Tax Increment Fund. The fund will be used to assist in financing projects aimed at expanding economic activity and property values within the zone, including but not limited to capital projects and maintenance of the Scharbauer Sports Complex and other public infrastructure projects in the surrounding area. The City is the only taxing entity contemplated to participate in the zone at this time and the share of its real property tax increment and sales and use tax increment to be dedicated to the fund will be determined by future ordinance, upon Council's adoption of the project plan and finance plan.

Discussion:

Establishing TIRZ No. 4 will allow Midland to further its goal of enhancing residents' quality of life by supporting parks and recreational facilities. This zone will provide a much-needed funding source for capital projects and ongoing maintenance at the Scharbauer Sports Complex, a critical community asset that enhances Midland's appeal and competitiveness in youth sports. Home to the RockHounds minor league baseball team and host to numerous youth sports activities, the complex not only enriches local entertainment but also strengthens Midland's position as a regional sports destination.

With the sunset of the 4B sales tax, the City no longer has a dedicated funding source to maintain and enhance this facility, which has become a centerpiece of Midland's recreational offerings. TIRZ No. 4 will fill this gap by providing a reliable revenue stream, ensuring the complex remains a first-rate facility that can continue to meet community needs and attract major youth tournaments. For a city with nearly 30% of its population under age 18—well above the state average—this support is essential to making the most of Midland's strategic advantage in youth sports.

While the primary focus of TIRZ No. 4 is to support the continued operation and growth of the Scharbauer Sports Complex, it also creates a funding mechanism for essential surrounding infrastructure, pedestrian improvements, and economic development initiatives along the corridor connecting State Highway 191 and Business Interstate 20. This largely undeveloped corridor, with the exception of the southwest corner of SH-191 and Loop 250 West, is adjacent to current development and infrastructure, making it a natural next frontier for Midland's commercial expansion. Strategic investments funded by the TIRZ will help unlock the area's potential, encouraging the growth of hotels, restaurants, and retail spaces that will support both residents and the influx of visitors attending youth sports events.

Recent partnerships reflect Midland's commitment to quality recreational spaces and its strategic focus on the economic benefits of youth sports. The City's collaboration with the Midland Athletic Syndicate to create an indoor volleyball tournament facility at the complex is a prime example. This state-of-the-art, privately-funded facility, located on City-owned land will allow Midland to host regional volleyball tournaments, attracting visitors who contribute to the local economy through hotel stays, dining, and retail spending. Additionally, the City is constructing two new turfed football fields at the complex to meet increasing interest in youth football. By enhancing the complex's amenities, Midland is strengthening its position to attract youth tournaments, a market with substantial economic benefits.

Beyond sports, additional projects funded by the TIRZ will enhance the area's accessibility and appeal. The TIRZ offers opportunity to supplement connections to the future Wildcatter Trail—a biking, running, and walking corridor that will eventually connect Midland and Odessa. With the Sports Complex as the trailhead, this corridor will further position the complex as a recreational hub, appealing to residents and visitors alike.

Under the preliminary plan, the City is anticipated to be the sole contributor to the TIRZ Fund, investing 50% of its incremental real property and sales tax revenue from the zone into these

critical projects, while base revenue and the remaining new tax revenue, including personal property and hotel occupancy taxes, will support the City's general fund. Covering approximately 2,300 acres south of State Highway 191, west of Loop 250 West, and north of Business Interstate 20, TIRZ No. 4 has a proposed term of 30 years, ending December 31, 2054, with the City Council serving as the Board of Directors to provide oversight. If approved, the City Council will adopt the final project and finance plan for the TIRZ and confirm the City's participation rate through a separate, future ordinance.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER FOUR, CITY OF MIDLAND, TEXAS

WHEREAS, the City of Midland, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City and the City's ETJ, which is more specifically described in ***Exhibits "A"*** and ***"B"*** of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Four, City of Midland,* attached as ***Exhibit "C"*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 1, 2024, which date is before the seventh (7th) day before the public hearing held on November 12, 2024; and

WHEREAS, at the public hearing on November 12, 2024, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 12, 2024, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 12, 2024; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION ONE. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION TWO. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located within the City limits of the City and within the City's ETJ; and

2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION THREE. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in ***Exhibits "A"*** and ***"B"*** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Four, City of Midland, Texas (hereinafter referred to as the "Zone").

SECTION FOUR. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members comprised of six (6) City Council members and the Mayor. The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the Tax Increment Fund may appoint one member of the Board. The number of directors on the Board shall be increased by one for each taxing unit that appoints a director to the Board, provided that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION FIVE. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur on the earlier of the following: (i) December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055); (ii) a termination date designated by a subsequent ordinance; and (iii) the date on which, subsequent to the issuance of tax increment bonds, if any, all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION SIX. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the Zone was designated as a reinvestment zone.

The Tax Increment Fund shall consist of: (i) a percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the Tax Increment Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code; and (ii) a percentage of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, which shall be determined by the City Council in the ordinance finally approving the Zone's project plan and finance plan, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment; and (iii) a percentage of the City's sales tax increment, as defined by Section 311.0123(b) of the Texas Tax Code, which shall be determined by the City Council in an ordinance adopted subsequent to the designation of the Zone. The sales tax base for the Zone shall be the amount of City sales and use taxes attributable to the Zone for 2024.

SECTION SEVEN. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION EIGHT. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION NINE. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION TEN. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

BOUNDARY DESCRIPTION

Beginning at the point where the southern right of way boundary of State Highway 191 meets the eastern right of way boundary of Avalon Drive, thence

East along the southern right of way of State Highway 191 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

South along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the northern right of way boundary of Westridge Boulevard, thence

East along the northern right of way boundary of Westridge Boulevard to the point it meets the southeast corner of Property ID R000051291, thence

North along the eastern boundary of Property ID R000051291, continuing west along the northern boundary of Property ID R000051291 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

North along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the southern right of way of State Highway 191, thence

East along the southern right of way of State Highway 191 to the point it meets the western right of way boundary of TX-250 Loop, thence

South along the western right of way boundary of TX-250 Loop, continuing along the western right of way boundary of the TX-250 Loop access road, to the point it meets the northern right of way boundary of W Highway 80, thence

West along the northern right of way boundary of W Highway 80 to the point it meets the southwest corner of Property ID R000225186, thence

North along the western boundary of Property ID R000225186 to the point it meets the western boundary of Property ID R000225187, thence

North along the western boundary of Property ID R000225187 to the point it meets the western boundary of Property ID R000208412, thence

North along the western boundary of Property ID R000208412, continuing west to the point it meets the southeast corner of Property ID R000007518, thence

West then north along the boundary of Property ID R000007518 to the point it meets the southwest corner of Property ID R000105912, thence

North then east along the boundary of Property ID R000105912 to the point it meets the northwest corner of Property ID R000209310, thence

West across the northern boundary of Property ID R000209310 to the point it meets the western right of way boundary of Tradewinds Boulevard, thence

EXHIBIT A

BOUNDARY DESCRIPTION (CONTINUED)

North along the western right of way boundary of Tradewinds Boulevard to the point it meets the southeast corner of Property ID R000007517, thence

West then north along the west boundary of Property ID R000007517 to the point it meets the southern right of way boundary of Thomason Drive, thence

North across Thomason Drive to the southwest corner of Property ID R000220098, thence

North along the western boundary of Property ID R000220098 to the point it meets the southwest corner of Property ID R000204372, thence

North along the western boundary of Property ID R000204372, continuing north along the western boundary of Property ID R000051289, continuing north along the western boundary of Property ID R000213626 to the northwest corner of Property ID R000213626, thence

East along the northern boundary of Property ID R000213626, thence

North to the southwest corner of Property ID R000207473, thence

North along the western boundary of Property ID R000207473 where it meets the eastern right of way boundary of the easement, thence

North along the eastern right of way boundary of the easement that runs along the western boundary of Property ID R000209737, continuing north to the point the northwest corner of Property ID R000209732 meets the southern right of way boundary of Legends Drive, thence

North across Legends Drive to the point the eastern right of way boundary of the easement meets the western boundary of Property ID R000215322, thence

Continuing north along the eastern right of way boundary of the easement to the point it meets the southern boundary of Property ID R000209651, thence

West along the southern boundary of Property ID R000209651 to the point it meets the northeast corner of Property ID R000207512, thence

South along the eastern boundary of Property ID R000207512 to the point it meets the northern right of way boundary of Nolan Ryan Drive, thence

West along the northern right of way boundary of Nolan Ryan Drive to the point it meets the eastern right of way boundary of Griffith Court, thence

North along the eastern right of way boundary of Griffith Court to the point it meets the northern corner of Property ID R000209402, thence

EXHIBIT A

BOUNDARY DESCRIPTION (CONTINUED)

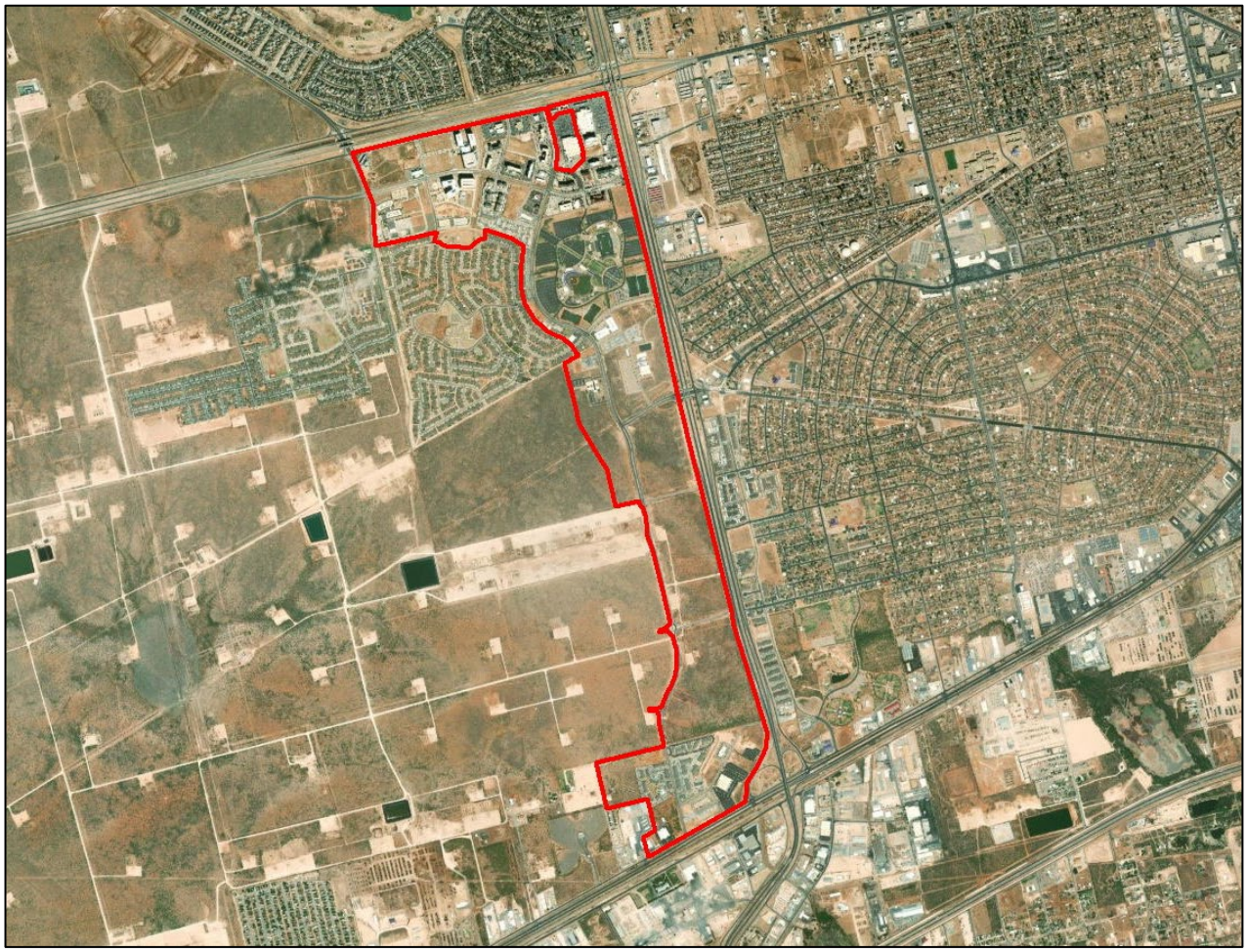
West across Griffith Court to the southeast corner of Property ID R000209225, thence

West along the southern boundary of Property ID R000209225 to the point it meets the eastern right of way boundary of Avalon Drive, thence

North along the eastern right of way boundary of Avalon Drive to the point it meets the southern right of way boundary of State Highway 191, which is the point of beginning.

EXHIBIT B

BOUNDARY MAP

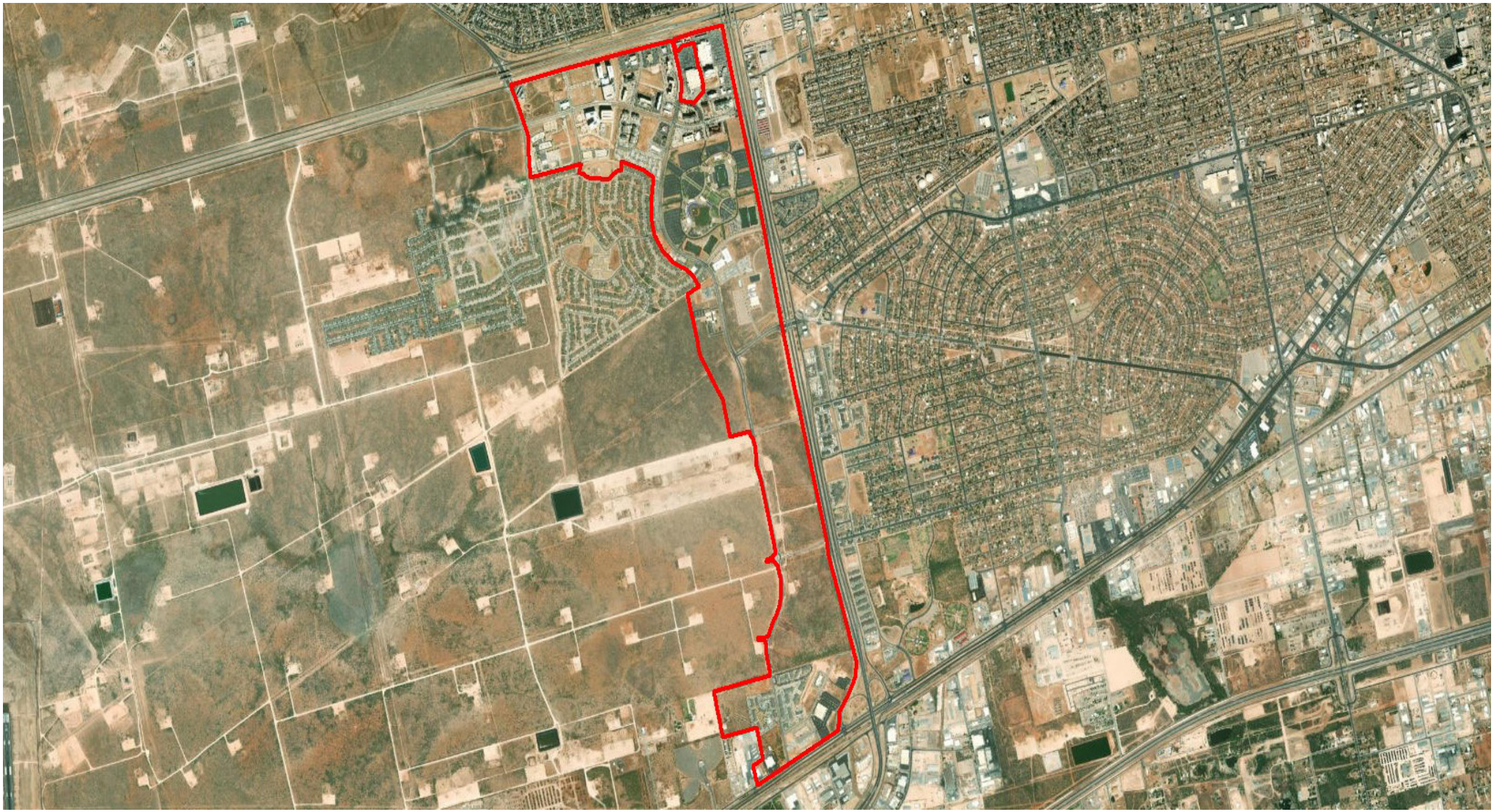


- TIRZ Boundary

EXHIBIT C

PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #4
City of Midland, Texas



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- Terms and Conditions 15
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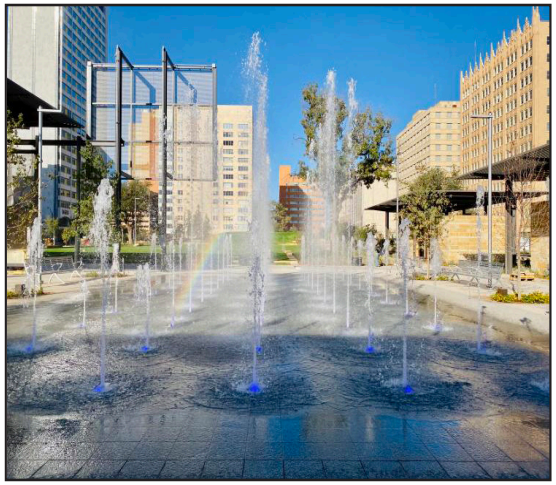
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

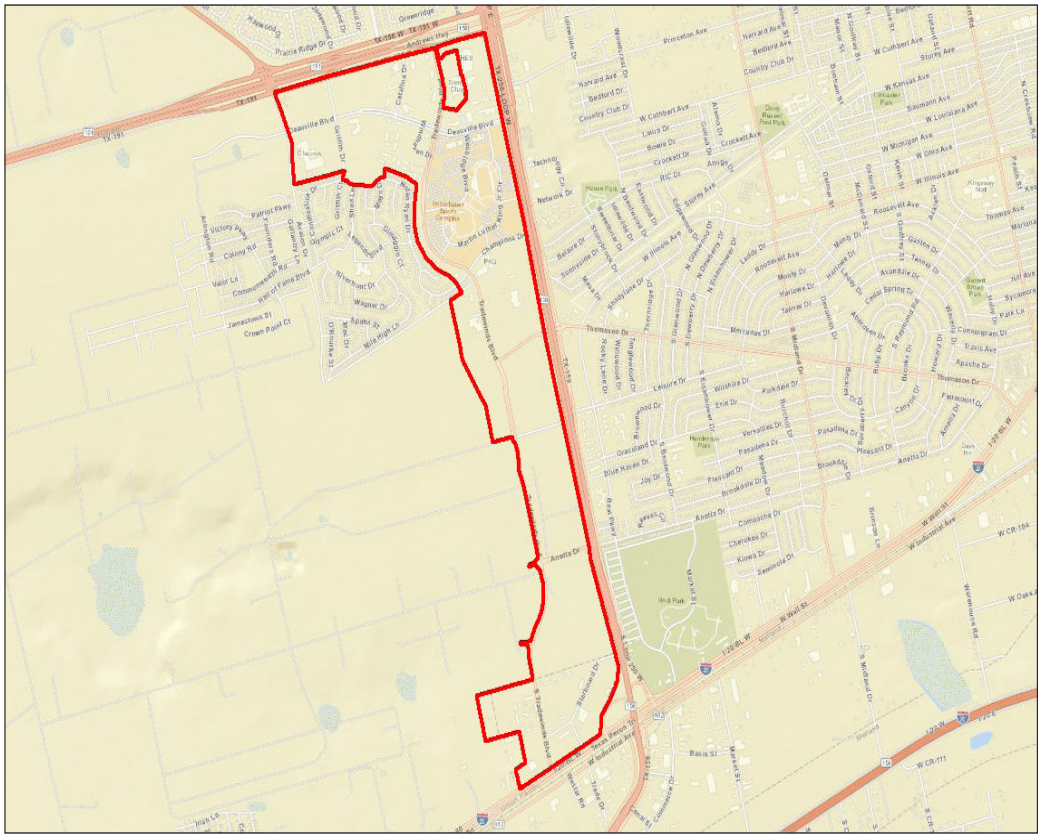
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #4, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Four, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #4 (TIRZ #4) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $38,438,763 in public improvements related to water, sanitary sewer, and storm water facilities, street and intersection improvements, open space and park facilities, utilities and street lighting, as well as costs associated with operating reinvestment zone project facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #4 consists of approximately 1,066 acres located within the city limits of the City of Midland and within the City's extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #4

Beginning at the point where the southern right of way boundary of State Highway 191 meets the eastern right of way boundary of Avalon Drive, thence

East along the southern right of way of State Highway 191 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

South along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the northern right of way boundary of Westridge Boulevard, thence

East along the northern right of way boundary of Westridge Boulevard to the point it meets the southeast corner of Property ID R000051291, thence

North along the eastern boundary of Property ID R000051291, continuing west along the northern boundary of Property ID R000051291 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

North along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the southern right of way of State Highway 191, thence

East along the southern right of way of State Highway 191 to the point it meets the western right of way boundary of TX-250 Loop, thence

South along the western right of way boundary of TX-250 Loop, continuing along the western right of way boundary of the TX-250 Loop access road, to the point it meets the northern right of way boundary of W Highway 80, thence

West along the northern right of way boundary of W Highway 80 to the point it meets the southwest corner of Property ID R000225186, thence

North along the western boundary of Property ID R000225186 to the point it meets the western boundary of Property ID R000225187, thence

North along the western boundary of Property ID R000225187 to the point it meets the western boundary of Property ID R000208412, thence

North along the western boundary of Property ID R000208412, continuing west to the point it meets the southeast corner of Property ID R000007518, thence

West then north along the boundary of Property ID R000007518 to the point it meets the southwest corner of Property ID R000105912, thence

North then east along the boundary of Property ID R000105912 to the point it meets the northwest corner of Property ID R000209310, thence

West across the northern boundary of Property ID R000209310 to the point it meets the western right of way boundary of Tradewinds Boulevard, thence

North along the western right of way boundary of Tradewinds Boulevard to the point it meets the southeast corner of Property ID R000007517, thence

West then north along the west boundary of Property ID R000007517 to the point it meets the southern right of way boundary of Thomason Drive, thence

North across Thomason Drive to the southwest corner of Property ID R000220098, thence

North along the western boundary of Property ID R000220098 to the point it meets the southwest corner of Property ID R000204372, thence

North along the western boundary of Property ID R000204372, continuing north along the western boundary of Property ID R000051289, continuing north along the western boundary of Property ID R000213626 to the northwest corner of Property ID R000213626, thence

East along the northern boundary of Property ID R000213626, thence

North to the southwest corner of Property ID R000207473, thence

North along the western boundary of Property ID R000207473 where it meets the eastern right of way boundary of the easement, thence

North along the eastern right of way boundary of the easement that runs along the western boundary of Property ID R000209737, continuing north to the point the northwest corner of Property ID R000209732 meets the southern right of way boundary of Legends Drive, thence

North across Legends Drive to the point the eastern right of way boundary of the easement meets the western boundary of Property ID R000215322, thence

Continuing north along the eastern right of way boundary of the easement to the point it meets the southern boundary of Property ID R000209651, thence

Legal Description TIRZ #4 (Continued)

West along the southern boundary of Property ID R000209651 to the point it meets the northeast corner of Property ID R000207512, thence

South along the eastern boundary of Property ID R000207512 to the point it meets the northern right of way boundary of Nolan Ryan Drive, thence

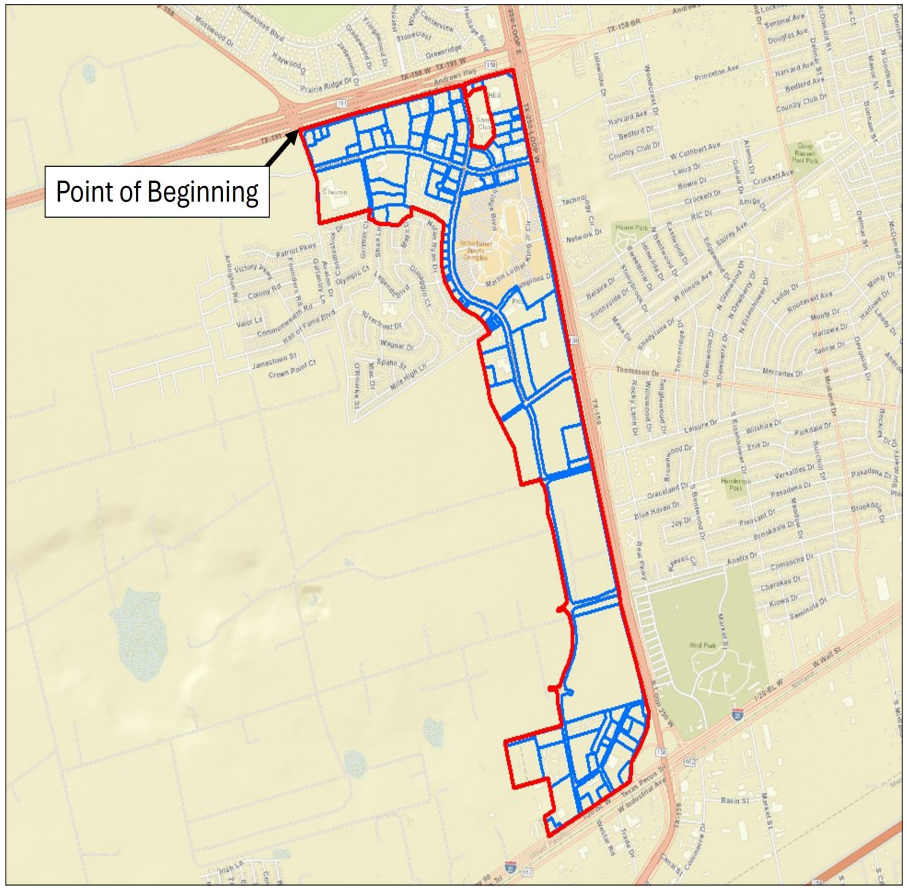
West along the northern right of way boundary of Nolan Ryan Drive to the point it meets the eastern right of way boundary of Griffith Court, thence

North along the eastern right of way boundary of Griffith Court to the point it meets the northern corner of Property ID R000209402, thence

West across Griffith Court to the southeast corner of Property ID R000209225, thence

West along the southern boundary of Property ID R000209225 to the point it meets the eastern right of way boundary of Avalon Drive, thence

North along the eastern right of way boundary of Avalon Drive to the point it meets the southern right of way boundary of State Highway 191, which is the point of beginning.



Land Use

The land within the zone is primarily developed with commercial uses and vacant land well positioned for development.

Method of Relocating Persons to be Displaced

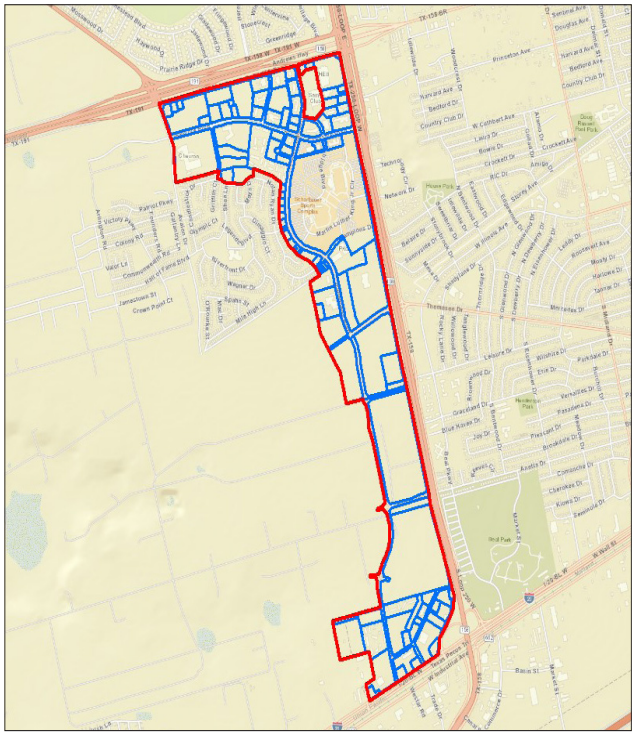
It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

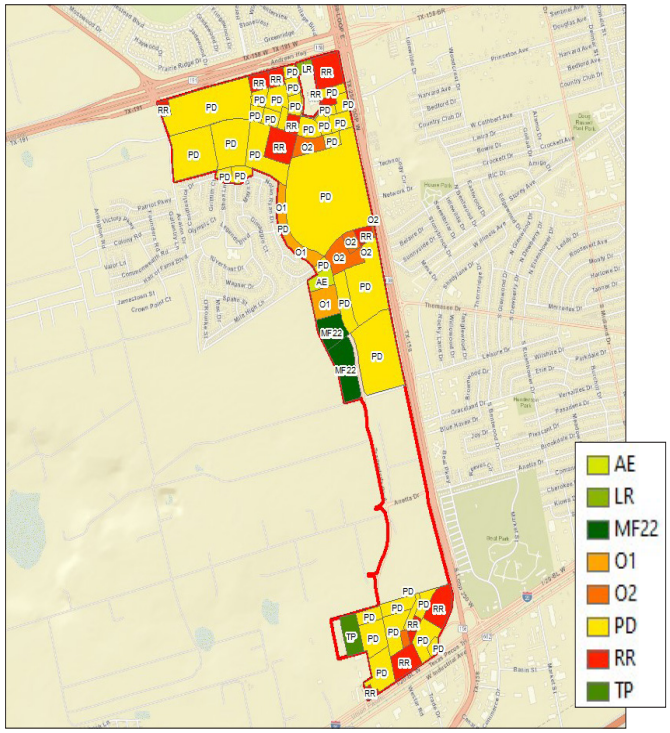
Current Ownership

There are currently 112 parcels within Tax Increment Reinvestment Zone #4. The 2024 estimated taxable base value of the property within the TIRZ is $528,539,365. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The land within the zone is primarily zoned PD - Planned Development (shaded in yellow). The purpose of this district is to encourage higher quality development in the City by allowing flexibility in the planning and development of projects. A PD, Planned Development District may be used to permit new or innovative concepts in land utilization or diversification that could not be achieved under conventional zoning approaches. Any combination of residential, commercial, light industrial, public or recreational uses as approved by the City Council may be permitted. The balance of the zone is zoned for retail, office, multifamily, and for technology park uses. The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.





Anticipated Development

The land within the zone is well positioned for future development and redevelopment, including retail, hotel, and multifamily development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #4				
Auto Dealership	2025	35,000	$ 150	$ 5,250,000
Retail - QSR	2026	24,000	$ 500	$ 12,000,000
Hotel	2028	75	$ 85,000	$ 6,375,000
Multifamily	2028	200	$ 150,000	$ 30,000,000
Total				**$ 53,625,000**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #4		
Public Utilities	**$ 1,921,938**	**5%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 1,921,938**	**5%**
Street and Intersection Improvements	**$ 1,921,938**	**5%**
Pedestrian Enhancements	**$ 1,921,938**	**5%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 3,459,489**	**9%**
Operating Reinvestment Zone Project Facilities	**$ 19,219,382**	**50%**
Economic Development Grants	**$ 7,687,753**	**20%**
Administrative Costs	**$ 384,388**	**1%**
Total	$ 38,438,763	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. Potential Project Facilities include but are not limited to the Scharbauer Sports Complex. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $38,438,763 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment for all the property within the Zone, above a 2024 base. The City of Midland will also contribute 50% of the City's 1% sales tax increment, above a 2024 base, for all the property within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #4	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.1753310**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01000000	50%	0.0050000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000

► *INPUT*

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0100000	50.00%	0.0050000
MEDC	0.0025000	0.00%	0.0000000
Midland County Hospital District	0.0025000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000
	0.0200000		0.0050000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Auto Dealership	2025	35,000	$ 150.00	$ 5,250,000	$ 90.00	$ 3,150,000	$ 100.00	$ 3,500,000
Retail - QSR	2026	24,000	$ 500.00	$ 12,000,000	$ 15.00	$ 360,000	$ 500.00	$ 12,000,000
Hotel	2028	75	$ 85,000.00	$ 6,375,000	$ -	$ -	$ -	$ -
Multifamily	2028	200	$ 150,000.00	$ 30,000,000	$ -	$ -	$ -	$ -
TOTAL				53,625,000		3,510,000		15,500,000

► *OUTPUT*

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*30.3%*	$ 18,019,009	=	$ 9,382,881	+	$ 643,531	+	$ 7,992,596
Midland County	*13.1%*	$ 7,758,512	=	$ 3,520,741	+	$ 241,472	+	$ 3,996,298
Midland Hospital	*7.0%*	$ 4,179,924	=	$ 2,041,740	+	$ 140,034	+	$ 1,998,149
Midland College	*4.0%*	$ 2,372,632	=	$ 2,220,348	+	$ 152,284	+	$ -
Midland ISD	*42.2%*	$ 25,075,896	=	$ 23,466,435	+	$ 1,609,461	+	$ -
MEDC	*3.4%*	$ 1,998,149	=		+	$ -	+	$ 1,998,149
	100.0%	$ 59,404,120		$ 40,632,145		$ 2,786,783		$ 15,985,192
		100.0%		*68.4%*		*4.7%*		*26.9%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*100.0%*	$ 8,687,739	=	$ 4,691,441	+	$ -	+	$ 3,996,298
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
MEDC	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 8,687,739		$ 4,691,441		$ -		$ 3,996,298
		100.0%		*54.0%*		*0.0%*		*46.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*18.4%*	$ 9,331,270	=	$ 4,691,441	+	$ 643,531	+	$ 3,996,298
Midland County	*15.3%*	$ 7,758,512	=	$ 3,520,741	+	$ 241,472	+	$ 3,996,298
Midland Hospital	*8.2%*	$ 4,179,924	=	$ 2,041,740	+	$ 140,034	+	$ 1,998,149
Midland College	*4.7%*	$ 2,372,632	=	$ 2,220,348	+	$ 152,284	+	$ -
Midland ISD	*49.4%*	$ 25,075,896	=	$ 23,466,435	+	$ 1,609,461	+	$ -
MEDC	*3.9%*	$ 1,998,149	=	$ -	+	$ -	+	$ 1,998,149
	100.0%	$ 50,716,382		$ 35,940,705		$ 2,786,783		$ 11,988,894
		100.0%		*70.9%*		*5.5%*		*23.6%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY		**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Auto Dealership	Taxable Value Per SF	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	269	279	288	298	309	320	331	342	354	367	380	393	407	421
	Cumulative SF	-	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	Taxable Value	-	-	**5,623,931**	**5,820,769**	**6,024,496**	**6,235,353**	**6,453,590**	**6,679,466**	**6,913,247**	**7,155,211**	**7,405,643**	**7,664,841**	**7,933,110**	**8,210,769**	**8,498,146**	**8,795,581**	**9,103,427**	**9,422,047**	**9,751,818**	**10,093,132**	**10,446,392**	**10,812,015**	**11,190,436**	**11,582,101**	**11,987,475**	**12,407,036**	**12,841,282**	**13,290,727**	**13,755,903**	**14,237,359**	**14,735,667**
Hotel	Taxable Value Per Unit	85,000	87,975	91,054	94,241	97,539	100,953	104,487	108,144	111,929	115,846	119,901	124,097	128,441	132,936	137,589	142,405	147,389	152,547	157,887	163,413	169,132	175,052	181,178	187,520	194,083	200,876	207,906	215,183	222,715	230,510	238,577
	Cumulative Units	-	-	-	-	-	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75
	Taxable Value	-	-	-	-	-	**7,571,500**	**7,836,503**	**8,110,780**	**8,394,658**	**8,688,471**	**8,992,567**	**9,307,307**	**9,633,063**	**9,970,220**	**10,319,178**	**10,680,349**	**11,054,161**	**11,441,057**	**11,841,494**	**12,255,946**	**12,684,904**	**13,128,876**	**13,588,386**	**14,063,980**	**14,556,219**	**15,065,687**	**15,592,986**	**16,138,740**	**16,703,596**	**17,288,222**	**17,893,310**
Retail - QSR	Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
	Taxable Value	-	-	-	**13,304,615**	**13,770,276**	**14,252,236**	**14,751,064**	**15,267,351**	**15,801,708**	**16,354,768**	**16,927,195**	**17,519,637**	**18,132,824**	**18,767,473**	**19,424,334**	**20,104,186**	**20,807,832**	**21,536,107**	**22,289,870**	**23,070,016**	**23,877,466**	**24,713,178**	**25,578,139**	**26,473,374**	**27,399,942**	**28,358,940**	**29,351,503**	**30,378,805**	**31,442,063**	**32,542,536**	**33,681,524**
Multifamily	Taxable Value Per Unit	150,000	155,250	160,684	166,308	172,128	178,153	184,388	190,842	197,521	204,435	211,590	218,995	226,660	234,593	242,804	251,302	260,098	269,201	278,623	288,375	298,468	308,915	319,727	330,917	342,499	354,487	366,894	379,735	393,026	406,782	421,019
	Cumulative SF	-	-	-	-	-	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
	Taxable Value	-	-	-	-	-	**35,630,589**	**36,877,660**	**38,168,378**	**39,504,271**	**40,886,921**	**42,317,963**	**43,799,092**	**45,332,060**	**46,918,682**	**48,560,836**	**50,260,465**	**52,019,581**	**53,840,267**	**55,724,676**	**57,675,040**	**59,693,666**	**61,782,944**	**63,945,347**	**66,183,434**	**68,499,855**	**70,897,350**	**73,378,757**	**75,947,013**	**78,605,159**	**81,356,339**	**84,203,811**
	Taxable Value	-	-	**5,623,931**	**19,125,383**	**19,794,772**	**63,689,678**	**65,918,817**	**68,225,975**	**70,613,885**	**73,085,371**	**75,643,359**	**78,290,876**	**81,031,057**	**83,867,144**	**86,802,494**	**89,840,581**	**92,985,001**	**96,239,476**	**99,607,858**	**103,094,133**	**106,702,428**	**110,437,013**	**114,302,308**	**118,302,889**	**122,443,490**	**126,729,012**	**131,164,528**	**135,755,286**	**140,506,721**	**145,424,456**	**150,514,312**
	PV																															GROSS
City of Midland	**3,400,506**	-	-	19,721	67,065	69,413	223,335	231,152	239,243	247,616	256,283	265,253	274,536	284,145	294,090	304,383	315,037	326,063	337,475	349,287	361,512	374,165	387,261	400,815	414,843	429,363	444,390	459,944	476,042	492,704	509,948	527,796	**9,382,881**
Midland County	**1,275,973**	-	-	7,400	25,165	26,046	83,802	86,735	89,771	92,913	96,165	99,531	103,014	106,620	110,352	114,214	118,211	122,349	126,631	131,063	135,650	140,398	145,312	150,398	155,662	161,110	166,749	172,585	178,625	184,877	191,348	198,045	**3,520,741**
Midland Hospital	**739,959**	-	-	4,291	14,594	15,104	48,598	50,299	52,060	53,882	55,768	57,720	59,740	61,831	63,995	66,235	68,553	70,952	73,436	76,006	78,666	81,419	84,269	87,218	90,271	93,431	96,701	100,085	103,588	107,214	110,966	114,850	**2,041,740**
Midland College	**804,689**	-	-	4,667	15,870	16,426	52,850	54,699	56,614	58,595	60,646	62,769	64,966	67,240	69,593	72,029	74,550	77,159	79,860	82,655	85,548	88,542	91,641	94,848	98,168	101,604	105,160	108,840	112,650	116,592	120,673	124,897	**2,220,348**
Midland ISD	**8,504,612**	-	-	49,322	167,730	173,600	558,558	578,108	598,342	619,284	640,959	663,392	686,611	710,642	735,515	761,258	787,902	815,478	844,020	873,561	904,136	935,780	968,533	1,002,431	1,037,516	1,073,829	1,111,413	1,150,313	1,190,574	1,232,244	1,275,372	1,320,011	**23,466,435**
Total	**14,725,740**	-	-	**85,401**	**290,424**	**300,589**	**967,144**	**1,000,994**	**1,036,029**	**1,072,290**	**1,109,820**	**1,148,664**	**1,188,867**	**1,230,478**	**1,273,544**	**1,318,118**	**1,364,253**	**1,412,001**	**1,461,421**	**1,512,571**	**1,565,511**	**1,620,304**	**1,677,015**	**1,735,710**	**1,796,460**	**1,859,336**	**1,924,413**	**1,991,767**	**2,061,479**	**2,133,631**	**2,208,308**	**2,285,599**	**40,632,145**
PERSONAL PROPERTY		**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Auto Dealership	Taxable Value Per SF	90	93	96	100	103	107	111	115	119	123	127	131	136	141	146	151	156	162	167	173	179	185	192	199	205	213	220	228	236	244	253
	Cumulative SF	-	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	Taxable Value	-	-	**3,374,359**	**3,492,461**	**3,614,697**	**3,741,212**	**3,872,154**	**4,007,680**	**4,147,948**	**4,293,127**	**4,443,386**	**4,598,905**	**4,759,866**	**4,926,462**	**5,098,888**	**5,277,349**	**5,462,056**	**5,653,228**	**5,851,091**	**6,055,879**	**6,267,835**	**6,487,209**	**6,714,261**	**6,949,261**	**7,192,485**	**7,444,222**	**7,704,769**	**7,974,436**	**8,253,542**	**8,542,416**	**8,841,400**
Retail - QSR	Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
	Cumulative SF	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
	Taxable Value	-	-	-	**399,138**	**413,108**	**427,567**	**442,532**	**458,021**	**474,051**	**490,643**	**507,816**	**525,589**	**543,985**	**563,024**	**582,730**	**603,126**	**624,235**	**646,083**	**668,696**	**692,100**	**716,324**	**741,395**	**767,344**	**794,201**	**821,998**	**850,768**	**880,545**	**911,364**	**943,262**	**976,276**	**1,010,446**
	Taxable Value	-	-	**3,374,359**	**3,891,600**	**4,027,806**	**4,168,779**	**4,314,686**	**4,465,700**	**4,622,000**	**4,783,770**	**4,951,202**	**5,124,494**	**5,303,851**	**5,489,486**	**5,681,618**	**5,880,474**	**6,086,291**	**6,299,311**	**6,519,787**	**6,747,980**	**6,984,159**	**7,228,604**	**7,481,606**	**7,743,462**	**8,014,483**	**8,294,990**	**8,585,315**	**8,885,801**	**9,196,804**	**9,518,692**	**9,851,846**
	PV																															GROSS
City of Midland	**247,322**	-	-	11,833	13,646	14,124	14,618	15,130	15,660	16,208	16,775	17,362	17,970	18,599	19,250	19,923	20,621	21,342	22,089	22,862	23,663	24,491	25,348	26,235	27,153	28,104	29,087	30,105	31,159	32,250	33,378	34,547	**643,531**
Midland County	**92,803**	-	-	4,440	5,121	5,300	5,485	5,677	5,876	6,082	6,294	6,515	6,743	6,979	7,223	7,476	7,737	8,008	8,289	8,579	8,879	9,190	9,511	9,844	10,189	10,545	10,914	11,296	11,692	12,101	12,525	12,963	**241,472**
Midland Hospital	**53,818**	-	-	2,575	2,969	3,073	3,181	3,292	3,408	3,527	3,650	3,778	3,910	4,047	4,189	4,335	4,487	4,644	4,807	4,975	5,149	5,329	5,516	5,709	5,909	6,115	6,329	6,551	6,780	7,018	7,263	7,517	**140,034**
Midland College	**58,526**	-	-	2,800	3,229	3,342	3,459	3,580	3,706	3,835	3,970	4,109	4,252	4,401	4,555	4,715	4,880	5,050	5,227	5,410	5,599	5,795	5,998	6,208	6,426	6,650	6,883	7,124	7,373	7,632	7,899	8,175	**152,284**
Midland ISD	**618,547**	-	-	29,593	34,129	35,324	36,560	37,840	39,164	40,535	41,954	43,422	44,942	46,515	48,143	49,828	51,572	53,377	55,245	57,179	59,180	61,251	63,395	65,614	67,910	70,287	72,747	75,293	77,928	80,656	83,479	86,401	**1,609,461**
Total	**1,071,015**	-	-	**51,241**	**59,095**	**61,163**	**63,304**	**65,520**	**67,813**	**70,186**	**72,643**	**75,185**	**77,817**	**80,540**	**83,359**	**86,277**	**89,297**	**92,422**	**95,657**	**99,005**	**102,470**	**106,056**	**109,768**	**113,610**	**117,586**	**121,702**	**125,962**	**130,370**	**134,933**	**139,656**	**144,544**	**149,603**	**2,786,783**
SALES TAX		**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Auto Dealership	Sales Per SF	100	104	107	111	115	119	123	127	132	136	141	146	151	156	162	168	173	179	186	192	199	206	213	221	228	236	245	253	262	271	281
	Cumulative SF	-	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	Taxable Value	-	-	**3,749,288**	**3,880,513**	**4,016,331**	**4,156,902**	**4,302,394**	**4,452,977**	**4,608,832**	**4,770,141**	**4,937,096**	**5,109,894**	**5,288,740**	**5,473,846**	**5,665,431**	**5,863,721**	**6,068,951**	**6,281,364**	**6,501,212**	**6,728,755**	**6,964,261**	**7,208,010**	**7,460,291**	**7,721,401**	**7,991,650**	**8,271,357**	**8,560,855**	**8,860,485**	**9,170,602**	**9,491,573**	**9,823,778**
Retail - QSR	Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
	Taxable Value	-	-	-	**13,304,615**	**13,770,276**	**14,252,236**	**14,751,064**	**15,267,351**	**15,801,708**	**16,354,768**	**16,927,195**	**17,519,637**	**18,132,824**	**18,767,473**	**19,424,334**	**20,104,186**	**20,807,832**	**21,536,107**	**22,289,870**	**23,070,016**	**23,877,466**	**24,713,178**	**25,578,139**	**26,473,374**	**27,399,942**	**28,358,940**	**29,351,503**	**30,378,805**	**31,442,063**	**32,542,536**	**33,681,524**
	Taxable Value	-	-	**3,749,288**	**17,185,127**	**17,786,607**	**18,409,138**	**19,053,458**	**19,720,329**	**20,410,540**	**21,124,909**	**21,864,281**	**22,629,531**	**23,421,564**	**24,241,319**	**25,089,765**	**25,967,907**	**26,876,784**	**27,817,471**	**28,791,083**	**29,798,770**	**30,841,727**	**31,921,188**	**33,038,429**	**34,194,774**	**35,391,592**	**36,630,297**	**37,912,358**	**39,239,290**	**40,612,665**	**42,034,109**	**43,505,302**
	PV																															GROSS
City of Midland	-	-	-	37,493	171,851	177,866	184,091	190,535	197,203	204,105	211,249	218,643	226,295	234,216	242,413	250,898	259,679	268,768	278,175	287,911	297,988	308,417	319,212	330,384	341,948	353,916	366,303	379,124	392,393	406,127	420,341	435,053	**7,992,596**
MEDC	-	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County Hospital District	-	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County	-	-	-	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	**3,996,298**
	PV																															
Total	**4,789,147**	-	-	**46,866**	**214,814**	**222,333**	**230,114**	**238,168**	**246,504**	**255,132**	**264,061**	**273,304**	**282,869**	**292,770**	**303,016**	**313,622**	**324,599**	**335,960**	**347,718**	**359,889**	**372,485**	**385,522**	**399,015**	**412,980**	**427,435**	**442,395**	**457,879**	**473,904**	**490,491**	**507,658**	**525,426**	**543,816**	**9,990,745**

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
SUMMARY																															
PV																															GROSS
City of Midland	**6,663,146**	-	-	69,046	252,563	261,403	422,045	436,817	452,105	467,929	484,307	501,257	518,801	536,959	555,753	575,204	595,336	616,173	637,739	660,060	683,162	707,073	731,820	757,434	783,944	811,382	839,781	869,173	899,594	931,080	963,668	997,396	**18,019,009**
MEDC	**753,829**	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County	**2,876,434**	-	-	30,586	116,211	120,279	181,333	187,680	194,249	201,047	208,084	215,367	222,905	230,706	238,781	247,138	255,788	264,741	274,007	283,597	293,523	303,796	314,429	325,434	336,824	348,613	360,815	373,443	386,514	400,042	414,043	428,535	**7,758,512**
Midland Hospital	**1,547,607**	-	-	16,239	60,526	62,644	97,802	101,225	104,768	108,435	112,230	116,158	120,224	124,432	128,787	133,294	137,960	142,788	147,786	152,958	158,312	163,853	169,588	175,523	181,667	188,025	194,606	201,417	208,467	215,763	223,315	231,131	**4,179,924**
Midland College	**863,215**	-	-	7,467	19,099	19,768	56,309	58,280	60,320	62,431	64,616	66,877	69,218	71,641	74,148	76,743	79,429	82,209	85,087	88,065	91,147	94,337	97,639	101,056	104,593	108,254	112,043	115,964	120,023	124,224	128,572	133,072	**2,372,632**
Midland ISD	**9,123,159**	-	-	78,915	201,859	208,924	595,119	615,948	637,506	659,819	682,912	706,814	731,553	757,157	783,658	811,086	839,474	868,855	899,265	930,739	963,315	997,031	1,031,927	1,068,045	1,105,426	1,144,116	1,184,160	1,225,606	1,268,502	1,312,900	1,358,851	1,406,411	**25,075,896**
Total	**21,927,390**	-	-	**211,627**	**693,221**	**717,484**	**1,398,631**	**1,447,583**	**1,498,249**	**1,550,697**	**1,604,961**	**1,661,135**	**1,719,275**	**1,779,449**	**1,841,730**	**1,906,191**	**1,972,907**	**2,041,959**	**2,113,428**	**2,187,398**	**2,263,956**	**2,343,195**	**2,425,207**	**2,510,089**	**2,597,942**	**2,688,870**	**2,782,981**	**2,880,385**	**2,981,198**	**3,085,540**	**3,193,534**	**3,305,308**	**59,404,720**
PARTICIPATION																															
REAL PROPERTY	Taxable Value	-	-	5,623,931	19,125,383	19,794,772	63,689,678	65,918,817	68,225,975	70,613,885	73,085,371	75,643,359	78,290,876	81,031,057	83,867,144	86,802,494	89,840,581	92,985,001	96,239,476	99,607,858	103,094,133	106,702,428	110,437,013	114,302,308	118,302,889	122,443,490	126,729,012	131,164,528	135,755,286	140,506,721	145,424,456	150,514,312
	PV																															GROSS
City of Midland	**1,700,253**	-	-	9,860	33,533	34,706	111,668	115,576	119,621	123,808	128,141	132,626	137,268	142,073	147,045	152,192	157,518	163,032	168,738	174,643	180,756	187,082	193,630	200,407	207,422	214,681	222,195	229,972	238,021	246,352	254,974	263,898	**4,691,441**
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**1,700,253**	-	-	**9,860**	**33,533**	**34,706**	**111,668**	**115,576**	**119,621**	**123,808**	**128,141**	**132,626**	**137,268**	**142,073**	**147,045**	**152,192**	**157,518**	**163,032**	**168,738**	**174,643**	**180,756**	**187,082**	**193,630**	**200,407**	**207,422**	**214,681**	**222,195**	**229,972**	**238,021**	**246,352**	**254,974**	**263,898**	**4,691,441**
PERSONAL PROPERTY	Taxable Value	-	-	3,374,359	3,891,600	4,027,806	4,168,779	4,314,686	4,465,700	4,622,000	4,783,770	4,951,202	5,124,494	5,303,851	5,489,486	5,681,618	5,880,474	6,086,291	6,299,311	6,519,787	6,747,980	6,984,159	7,228,604	7,481,606	7,743,462	8,014,483	8,294,990	8,585,315	8,885,801	9,196,804	9,518,692	9,851,846
	PV																															GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**-**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**
SALES TAX	Taxable Value	-	-	3,749,288	17,185,127	17,786,607	18,409,138	19,053,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,592	36,630,297	37,912,358	39,239,290	40,612,665	42,034,109	43,505,302
City of Midland	-	-	-	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	**3,996,298**
	PV																															
Total	**1,422,320**	-	-	**18,746**	**85,926**	**88,933**	**92,046**	**95,267**	**98,602**	**102,053**	**105,625**	**109,321**	**113,148**	**117,108**	**121,207**	**125,449**	**129,840**	**134,384**	**139,087**	**143,955**	**148,994**	**154,209**	**159,606**	**165,192**	**170,974**	**176,958**	**183,151**	**189,562**	**196,196**	**203,063**	**210,171**	**217,527**	**3,996,298**
SUMMARY																															
PV																															GROSS
City of Midland	**3,207,912**	-	-	28,607	119,458	123,639	203,713	210,843	218,223	225,861	233,766	241,948	250,416	259,180	268,252	277,641	287,358	297,415	307,825	318,599	329,750	341,291	353,236	365,600	378,396	391,639	405,347	419,534	434,218	449,415	465,145	481,425	**8,687,739**
MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**3,207,912**	-	-	**28,607**	**119,458**	**123,639**	**203,713**	**210,843**	**218,223**	**225,861**	**233,766**	**241,948**	**250,416**	**259,180**	**268,252**	**277,641**	**287,358**	**297,415**	**307,825**	**318,599**	**329,750**	**341,291**	**353,236**	**365,600**	**378,396**	**391,639**	**405,347**	**419,534**	**434,218**	**449,415**	**465,145**	**481,425**	**8,687,739**
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																															
SUMMARY																															
PV																															GROSS
City of Midland	**3,455,234**	-	-	40,440	133,105	137,763	218,332	225,973	233,882	242,068	250,541	259,310	268,385	277,779	287,501	297,564	307,979	318,758	329,914	341,461	353,412	365,782	378,584	391,835	405,549	419,743	434,434	449,639	465,377	481,665	498,523	515,971	**9,331,270**
MEDC	**753,829**	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County	**2,876,434**	-	-	30,586	116,211	120,279	181,333	187,680	194,249	201,047	208,084	215,367	222,905	230,706	238,781	247,138	255,788	264,741	274,007	283,597	293,523	303,796	314,429	325,434	336,824	348,613	360,815	373,443	386,514	400,042	414,043	428,535	**7,758,512**
Midland Hospital	**1,547,607**	-	-	16,239	60,526	62,644	97,802	101,225	104,768	108,435	112,230	116,158	120,224	124,432	128,787	133,294	137,960	142,788	147,786	152,958	158,312	163,853	169,588	175,523	181,667	188,025	194,606	201,417	208,467	215,763	223,315	231,131	**4,179,924**
Midland College	**863,215**	-	-	7,467	19,099	19,768	56,309	58,280	60,320	62,431	64,616	66,877	69,218	71,641	74,148	76,743	79,429	82,209	85,087	88,065	91,147	94,337	97,639	101,056	104,593	108,254	112,043	115,964	120,023	124,224	128,572	133,072	**2,372,632**
Midland ISD	**9,123,159**	-	-

HOT Generated

Revenue Year		0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms		0	0	0	0	0	75	75	75	75	75	75	75	75	75	75
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	-	-	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375
# of Occupied Rooms		-	-	-	0	0	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163
Average Daily Rate		$ 150.00	$ 155.25	$ 160.68	$ 166.31	$ 172.13	$ 178.15	$ 184.39	$ 190.84	$ 197.52	$ 204.43	$ 211.59	$ 219.00	$ 226.66	$ 234.59	$ 242.80
Annual Taxable Revenue		$ -	$ -	$ -	$ -	$ -	$ 3,413,856	$ 3,533,341	$ 3,657,008	$ 3,785,003	$ 3,917,478	$ 4,054,590	$ 4,196,500	$ 4,343,378	$ 4,495,396	$ 4,652,735
City Tax Rate	7%	$ -	$ -	$ -	$ -	$ -	$ 238,970	$ 247,334	$ 255,991	$ 264,950	$ 274,223	$ 283,821	$ 293,755	$ 304,036	$ 314,678	$ 325,691
State Tax Rate	6%	$ -	$ -	$ -	$ -	$ -	$ 204,831	$ 212,000	$ 219,420	$ 227,100	$ 235,049	$ 243,275	$ 251,790	$ 260,603	$ 269,724	$ 279,164
		$ -	$ -	$ -	$ -	$ -	$ 443,801	$ 459,334	$ 475,411	$ 492,050	$ 509,272	$ 527,097	$ 545,545	$ 564,639	$ 584,402	$ 604,856

	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	
	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	
	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	
$	251.30	$ 260.10	$ 269.20	$ 278.62	$ 288.38	$ 298.47	$ 308.91	$ 319.73	$ 330.92	$ 342.50	$ 354.49	$ 366.89	$ 379.74	$ 393.03	$ 406.78	$ 421.02	
$	4,815,581	$ 4,984,126	$ 5,158,571	$ 5,339,121	$ 5,525,990	$ 5,719,399	$ 5,919,578	$ 6,126,764	$ 6,341,200	$ 6,563,142	$ 6,792,852	$ 7,030,602	$ 7,276,673	$ 7,531,357	$ 7,794,954	$ 8,067,778	
$	337,091	$ 348,889	$ 361,100	$ 373,738	$ 386,819	$ 400,358	$ 414,370	$ 428,873	$ 443,884	$ 459,420	$ 475,500	$ 492,142	$ 509,367	$ 527,195	$ 545,647	$ 564,744	**$9,872,588**
$	288,935	$ 299,048	$ 309,514	$ 320,347	$ 331,559	$ 343,164	$ 355,175	$ 367,606	$ 380,472	$ 393,789	$ 407,571	$ 421,836	$ 436,600	$ 451,881	$ 467,697	$ 484,067	**$8,462,218**
$	626,026	$ 647,936	$ 670,614	$ 694,086	$ 718,379	$ 743,522	$ 769,545	$ 796,479	$ 824,356	$ 853,209	$ 883,071	$ 913,978	$ 945,968	$ 979,076	$ 1,013,344	$ 1,048,811	$18,334,806

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	50%	0.1753310	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0100000	50%	0.0050000
Midland County	0.1315790	0%	0.0000000	Midland County	0.1315790	0%	0.0000000	MEDC	0.0025000	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000	Midland Hospital	0.0763050	0%	0.0000000	Midland County Hospital District	0.0025000	0%	0.0000000
Midland College	0.0829800	0%	0.0000000	Midland College	0.0829800	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland ISD	0.8770000	0%	0.0000000	Midland ISD	0.8770000	0%	0.0000000		0.0200000		0.0050000
	1.5185260		0.1753310		1.5185260		0.0000000				

TAX BASE YEAR		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
REVENUE YEAR		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	TOTALS
REAL PROPERTY																																
BASE YEAR																																
City of Midland	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	
Midland County	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	
Midland Hospital	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	
Midland College	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	
Midland ISD	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	
TAXABLE VALUE																																
City of Midland		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962	
Midland County		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962	
Midland Hospital		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962	
Midland College		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962	
Midland ISD		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962	
TAXABLE VALUE INCREMENT																																
City of Midland		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597	
Midland County		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597	
Midland Hospital		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597	
Midland College		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597	
Midland ISD		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597	
REVENUE A																																
TAXABLE VALUE GROWTH																																
City of Midland		32,434	66,004	100,748	136,709	173,928	212,449	252,319	293,585	336,295	380,499	426,251	473,604	522,614	573,340	625,841	680,180	736,421	794,630	854,876	917,231	981,768	1,048,564	1,117,698	1,189,252	1,263,310	1,339,960	1,419,293	1,501,403	1,586,386	1,674,344	21,711,935
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		32,434	66,004	100,748	136,709	173,928	212,449	252,319	293,585	336,295	380,499	426,251	473,604	522,614	573,340	625,841	680,180	736,421	794,630	854,876	917,231	981,768	1,048,564	1,117,698	1,189,252	1,263,310	1,339,960	1,419,293	1,501,403	1,586,386	1,674,344	21,711,935
SALES TAX																																
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
BASE YEAR	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	
ANNUAL VALUE		71,025,571	73,511,466	76,084,367	78,747,320	81,503,476	84,356,098	87,308,561	90,364,361	93,527,114	96,800,563	100,188,582	103,695,183	107,324,514	111,080,872	114,968,703	118,992,607	123,157,348	127,467,856	131,929,231	136,546,754	141,325,890	146,272,296	151,391,827	156,690,540	162,174,709	167,850,824	173,725,603	179,805,999	186,099,209	192,612,681	
ANNUAL INCREMENT		2,401,831	4,887,726	7,460,627	10,123,580	12,879,736	15,732,358	18,684,821	21,740,621	24,903,374	28,176,823	31,564,842	35,071,443	38,700,774	42,457,132	46,344,963	50,368,867	54,533,608	58,844,116	63,305,491	67,923,014	72,702,150	77,648,556	82,768,087	88,066,800	93,550,969	99,227,084	105,101,863	111,182,259	117,475,469	123,988,941	
REVENUE A1																																
City of Midland		12,009	24,439	37,303	50,618	64,399	78,662	93,424	108,703	124,517	140,884	157,824	175,357	193,504	212,286	231,725	251,844	272,668	294,221	316,527	339,615	363,511	388,243	413,840	440,334	467,755	496,135	525,509	555,911	587,377	619,945	8,039,090
MEDC		0																														0
Midland County Hospital District		0																														0
Midland County		0																														0
		12,009	24,439	37,303	50,618	64,399	78,662	93,424	108,703	124,517	140,884	157,824	175,357	193,504	212,286	231,725	251,844	272,668	294,221	316,527	339,615	363,511	388,243	413,840	440,334	467,755	496,135	525,509	555,911	587,377	619,945	8,039,090
REVENUE 1	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
REAL PROPERTY TAX		0	5,623,931	19,125,383	19,794,772	63,689,678	65,918,817	68,225,975	70,613,885	73,085,371	75,643,359	78,290,876	81,031,057	83,867,144	86,802,494	89,840,581	92,985,001	96,239,476	99,607,858	103,094,133	106,702,428	110,437,013	114,302,308	118,302,889	122,443,490	126,729,012	131,164,528	135,755,286	140,506,721	145,424,456	150,514,312	
BUSINESS PERSONAL PROPERTY		0	3,374,359	3,891,600	4,027,806	4,168,779	4,314,686	4,465,700	4,622,000	4,783,770	4,951,202	5,124,494	5,303,651	5,489,486	5,681,618	5,880,474	6,086,291	6,299,311	6,519,787	6,747,980	6,984,159	7,228,604	7,481,606	7,743,462	8,014,483	8,294,990	8,585,315	8,885,801	9,196,804	9,518,692	9,851,846	
City of Midland		0	9,860	33,533	34,706	111,668	115,576	119,621	123,808	128,141	132,626	137,268	142,073	147,045	152,192	157,518	163,032	168,738	174,643	180,756	187,082	193,630	200,407	207,422	214,681	222,195	229,972	238,021	246,352	254,974	263,898	4,691,441
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	9,860	33,533	34,706	111,668	115,576	119,621	123,808	128,141	132,626	137,268	142,073	147,045	152,192	157,518	163,032	168,738	174,643	180,756	187,082	193,630	200,407	207,422	214,681	222,195	229,972	238,021	246,352	254,974	263,898	4,691,441
REVENUE 2 - SALES TAX																																
SALES		0	3,749,288	17,185,127	17,786,607	18,409,138	19,053,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,592	36,630,297	37,912,358	39,239,290	40,612,665	42,034,109	43,505,302	
City of Midland		0	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	3,996,298
MEDC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland County Hospital District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	3,996,298
REVENUE 3 - HOTEL OCCUPANCY TAX																																
		0	0	0	0	3,413,856	3,533,341	3,657,008	3,785,003	3,917,478	4,054,590	4,196,500	4,343,378	4,495,396	4,652,735	4,815,581	4,984,126	5,158,571	5,339,121	5,525,990	5,719,399	5,919,578	6,126,764	6,341,200	6,563,142	6,792,852	7,030,602	7,276,673	7,531,357	7,794,954	8,067,778	
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REVENUE A. A1. 1. 2. 3		44,443	119,049	257,510	310,966	442,040	501,955	563,966	628,149	694,577	763,331	834,491	908,142	984,370	1,063,266	1,144,924	1,229,440	1,316,914	1,407,449	1,501,153	1,598,137	1,698,515	1,802,407	1,909,934	2,021,225	2,136,412	2,255,629	2,379,020	2,506,729	2,638,908	2,775,713	38,438,763
Running Total		44,443	163,493	421,002	731,968	1,174,008	1,675,963	2,239,929	2,868,078	3,562,655	4,325,986	5,160,477	6,068,618	7,052,988	8,116,254	9,261,179	10,490,618	11,807,532	13,214,981	14,716,134	16,314,271	18,012,786	19,815,193	21,725,127	23,746,352	25,882,764	28,138,393	30,517,413	33,024,142	35,663,050	38,438,763	
GROSS	38,438,763																															
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
City of Midland		$ 44,443	$ 119,049	$ 257,510	$ 310,966	$ 442,040	$ 501,955	$ 563,966	$ 628,149	$ 694,577	$ 763,331	$ 834,491	$ 908,142	$ 984,370	$ 1,063,266	$ 1,144,924	$ 1,229,440	$ 1,316,914	$ 1,407,449	$ 1,501,153	$ 1,598,137	$ 1,698,515	$ 1,802,407	$ 1,909,934	$ 2,021,225	$ 2,136,412	$ 2,255,629	$ 2,379,020	$ 2,506,729	$ 2,638,908	$ 2,775,713	38,438,763
Midland County		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0
Midland Hospital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0
Midland College		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0
		44,443	119,049	257,510	310,966	442,040	501,955	563,966	628,149	694,577	763,331	834,491	908,142	984,370	1,063,266	1,144,924	1,229,440	1,316,914	1,407,449	1,501,153	1,598,137	1,698,515	1,802,407	1,909,934	2,021,225	2,136,412	2,255,629	2,379,020	2,506,729	2,638,908	2,775,713	38,438,763

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

BUSINESS PERSONAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

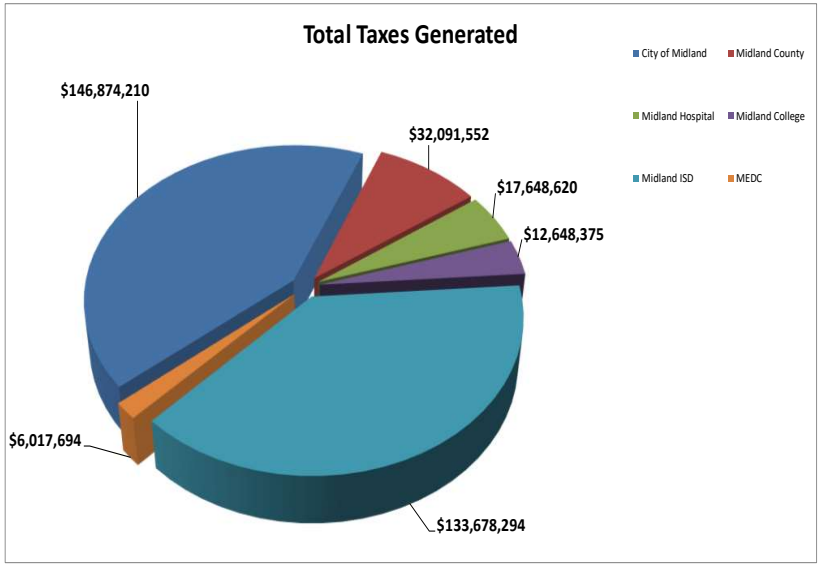
SALES TAX			
City of Midland	0.0100000	100%	0.0100000
MEDC	0.0025000	100%	0.0025000
Midland County Hospital District	0.0025000	100%	0.0025000
Midland County	0.0050000	100%	0.0050000
	0.0200000		0.0200000

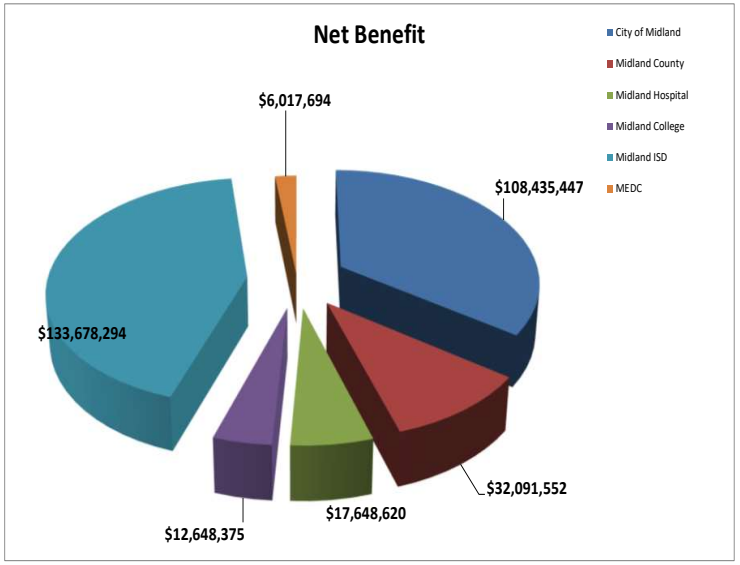
REVENUE YEAR	TAX BASE YEAR 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	TOTALS	
BASE YEAR																																	
City of Midland	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland County	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland Hospital	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland College	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland ISD	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
TAXABLE VALUE																																	
City of Midland		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland County		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland Hospital		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland College		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland ISD		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
TAXABLE VALUE INCREMENT																																	
City of Midland		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland County		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland Hospital		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland College		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland ISD		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		64,869	132,007	201,496	273,417	347,855	424,899	504,639	587,170	672,589	760,998	852,502	947,208	1,045,229	1,146,680	1,251,683	1,360,360	1,472,841	1,589,259	1,709,752	1,834,462	1,963,536	2,097,129	2,235,397	2,378,504	2,526,620	2,679,920	2,838,586	3,002,805	3,172,772	3,348,687	43,423,870	City of Midland
Midland County		24,341	49,533	75,607	102,594	130,526	159,435	189,356	220,324	252,376	285,550	319,884	355,421	392,201	430,269	469,669	510,448	552,655	596,338	641,551	688,346	736,778	786,906	838,788	892,487	948,064	1,005,587	1,065,123	1,126,743	1,190,520	1,256,529	16,293,951	Midland County
Midland Hospital		14,116	28,725	43,846	59,496	75,694	92,459	109,811	127,770	146,357	165,595	185,507	206,115	227,445	249,521	272,370	296,018	320,494	345,827	372,047	399,184	427,271	456,341	486,428	517,569	549,799	583,158	617,684	653,419	690,404	728,683	9,449,152	Midland Hospital
Midland College		15,350	31,238	47,682	64,701	82,316	100,547	119,417	138,947	159,160	180,081	201,734	224,145	247,341	271,348	296,196	321,913	348,530	376,079	404,592	434,104	464,648	496,261	528,980	562,845	597,895	634,171	671,718	710,578	750,799	792,427	10,275,743	Midland College
Midland ISD		162,235	330,149	503,939	683,812	869,980	1,062,665	1,262,093	1,468,502	1,682,135	1,903,244	2,132,093	2,368,952	2,614,100	2,867,829	3,130,438	3,402,238	3,683,552	3,974,711	4,276,061	4,587,959	4,910,772	5,244,885	5,590,691	5,948,600	6,319,036	6,702,438	7,099,258	7,509,967	7,935,051	8,375,013	108,602,398	Midland ISD
		280,910	571,652	872,570	1,184,021	1,506,372	1,840,005	2,185,315	2,542,712	2,912,617	3,295,469	3,691,720	4,101,841	4,526,316	4,965,647	5,420,355	5,890,976	6,378,072	6,882,215	7,404,003	7,944,053	8,503,005	9,081,521	9,680,284	10,300,004	10,941,415	11,605,274	12,292,369	13,003,913	13,739,546	14,501,346	188,045,114	
SALES TAX																																	
BASE YEAR	2024 68,623,740	2025 68,623,740	2026 68,623,740	2027 68,623,740	2028 68,623,740	2029 68,623,740	2030 68,623,740	2031 68,623,740	2032 68,623,740	2033 68,623,740	2034 68,623,740	2035 68,623,740	2036 68,623,740	2037 68,623,740	2038 68,623,740	2039 68,623,740	2040 68,623,740	2041 68,623,740	2042 68,623,740	2043 68,623,740	2044 68,623,740	2045 68,623,740	2046 68,623,740	2047 68,623,740	2048 68,623,740	2049 68,623,740	2050 68,623,740	2051 68,623,740	2052 68,623,740	2053 68,623,740	2054 68,623,740		
ANNUAL VALUE		71,025,571	73,511,466	76,084,367	78,747,320	81,503,476	84,356,098	87,308,561	90,364,961	93,527,114	96,800,563	100,188,582	103,695,183	107,324,514	111,080,872	114,968,703	118,992,607	123,157,348	127,467,856	131,929,231	136,546,754	141,325,890	146,272,296	151,391,827	156,690,540	162,174,709	167,850,824	173,725,603	179,805,999	186,099,209	192,612,681		
ANNUAL INCREMENT		2,401,831	4,887,726	7,460,627	10,123,580	12,879,736	15,732,358	18,684,821	21,740,621	24,903,374	28,176,823	31,564,842	35,071,443	38,700,774	42,457,132	46,344,963	50,368,867	54,533,608	58,844,116	63,305,491	67,923,014	72,702,150	77,648,556	82,768,087	88,066,800	93,550,969	99,227,084	105,101,863	111,182,259	117,475,469	123,988,941		
REVENUE A1																																	
City of Midland		24,018	48,677	74,606	101,236	128,797	157,324	186,848	217,406	249,034	281,768	315,648	350,714	387,008	424,571	463,450	503,689	545,336	588,441	633,055	679,230	727,021	776,486	827,681	880,668	935,510	992,271	1,051,019	1,111,823	1,174,755	1,239,889	16,078,179	City of Midland
MEDC		6,005	12,219	18,652	25,309	32,199	39,331	46,712	54,352	62,258	70,442	78,912	87,679	96,752	106,143	115,862	125,922	136,334	147,110	158,264	169,808	181,755	194,121	206,920	220,167	233,877	248,068	262,755	277,956	293,689	309,972	4,019,545	MEDC
Midland County Hospital District		6,005	12,219	18,652	25,309	32,199	39,331	46,712	54,352	62,258	70,442	78,912	87,679	96,752	106,143	115,862	125,922	136,334	147,110	158,264	169,808	181,755	194,121	206,920	220,167	233,877	248,068	262,755	277,956	293,689	309,972	4,019,545	Midland County Hospital District
Midland County		12,009	24,439	37,303	50,618	64,399	78,662	93,424	108,703	124,517	140,884	157,824	175,357	193,504	212,286	231,725	251,844	272,668	294,221	316,527	339,615	363,511	388,243	413,840	440,334	467,755	496,135	525,509	555,911	587,377	619,945	8,039,090	Midland County
		48,037	97,755	149,213	202,472	257,595	314,647	373,696	434,812	498,067	563,536	631,297	701,429	774,015	849,143	926,899	1,007,377	1,090,672	1,176,882	1,266,110	1,358,460	1,454,043	1,552,971	1,655,352	1,761,336	1,871,019	1,984,542	2,102,037	2,223,645	2,349,509	2,479,778	32,156,359	
HOT TAX																																	
BASE YEAR	2024 36,267,244	2025 36,267,244	2026 36,267,244	2027 36,267,244	2028 36,267,244	2029 36,267,244	2030 36,267,244	2031 36,267,244	2032 36,267,244	2033 36,267,244	2034 36,267,244	2035 36,267,244	2036 36,267,244	2037 36,267,244	2038 36,267,244	2039 36,267,244	2040 36,267,244	2041 36,267,244	2042 36,267,244	2043 36,267,244	2044 36,267,244	2045 36,267,244	2046 36,267,244	2047 36,267,244	2048 36,267,244	2049 36,267,244	2050 36,267,244	2051 36,267,244	2052 36,267,244	2053 36,267,244	2054 36,267,244		
ANNUAL VALUE		37,536,598	38,850,378	40,210,142	41,617,497	43,074,109	44,581,703	46,142,062	47,757,035	49,428,531	51,158,529	52,949,078	54,802,296	56,720,376	58,705,589	60,760,285	62,886,895	65,087,936	67,366,014	69,723,824	72,164,158	74,689,904	77,304,050	80,009,692	82,810,031	85,708,382	88,708,176	91,812,962	95,026,416	98,352,340	101,794,672		
ANNUAL INCREMENT		1,269,354	2,583,134	3,942,898	5,350,253	6,806,865	8,314,459	9,874,818	11,489,791	13,161,287	14,891,285	16,681,834	18,535,052	20,453,132	22,438,345	24,493,041	26,619,651	28,820,692	31,098,770	33,456,580	35,896,914	38,422,660	41,036,806	43,742,448	46,542,787	49,441,138	52,440,932	55,545,718	58,759,172	62,085,096	65,527,428		
REVENUE A2																																	
City of Midland		88,855	180,819	276,003	374,518	476,481	582,012	691,237	804,285	921,290	1,042,390	1,167,728	1,297,454	1,431,719	1,570,684	1,714,513	1,863,376	2,017,448	2,176,914	2,341,961	2,512,784	2,689,586	2,872,576	3,061,971	3,257,995	3,460,880	3,670,865	3,888,200	4,113,142	4,345,957	4,586,920	59,480,564	
REVENUE 1	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REAL PROPERTY TAX		5,623,931	19,125,383	19,794,772	63,689,678	65,918,817	68,225,975	70,613,885	73,085,371	75,643,359	78,290,876	81,031,057	83,867,144	86,802,494	89,840,581	92,985,001	96,239,476	99,607,858	103,094,133	106,702,428	110,437,013	114,302,308	118,302,889	122,443,490	126,729,012	131,164,528	135,755,286	140,506,721	145,424,456	150,514,312		
BUSINESS PERSONAL PROPERTY		3,374,359	3,891,600	4,027,806	4,168,779	4,314,686	4,465,700	4,622,000	4,783,770	4,951,202	5,124,494	5,303,851	5,489,486	5,681,618	5,880,474	6,086,291	6,299,311	6,519,787	6,747,980	6,984,159	7,228,604	7,481,606	7,743,462	8,014,483	8,294,990	8,585,315	8,885,801	9,196,804	9,518,692	9,851,846		
City of Midland		31,554	80,712	83,537	237,954	246,282	254,902	263,824	273,057	282,614	292,506	302,744	313,340	324,307	335,657	347,405	359,565	372,149	385,175	398,656	412,609	427,050	441,997	457,467	473,478	490,050	507,201	524,953	543,327	562,343	10,026,413	City of Midland
Midland County		11,840	30,286	31,346	89,287	92,413	95,647	98,995	102,459	106,046	109,757	113,599	117,575	121,690	125,949	130,357	134,920	139,642	144,529	149,588	154,823	160,242	165,851	171,655	177,663	183,881	190,317	196,978	203,873	211,008	3,762,214	Midland County
Midland Hospital		6,866	17,563	18,178	51,779	53,592	55,467	57,409	59,418	61,498	63,650	65,878	68,184	70,570	73,040	75,596	78,242	80,981	83,815	86,749	89,785	92,927	96,180	99,546	103,030	106,636	110,368	114,231	118,229	122,367	2,181,775	Midland Hospital
Midland College		7,467	19,099	19,768	56,309	58,280	60,320	62,431	64,616	66,877	69,218	71,641	74,148	76,743	79,429	82,209	85,087	88,065	91,147	94,337	97,639	101,056	104,593	108,254	112,043	115,964	120,023	124,224	128,572	133,072	2,372,632	Midland College
Midland ISD		78,915	201,859	208,924	595,119	615,948	637,506	659,819	682,912	706,814	731,553	757,157	783,658	811,086	839,474	868,855	899,265	930,739	963,315	997,031	1,031,927	1,068,045	1,105,426	1,144,116	1,184,160	1,225,606	1,268,502	1,312,900	1,358,851	1,406,411	25,075,896	Midland ISD
	0	136,641	349,519	361,752	1,030,448	1,066,514	1,103,842	1,142,476	1,182,463	1,223,849	1,266,684	1,311,018	1,356,904	1,404,395	1,453,549	1,504,423	1,557,078	1,611,576	1,667,981	1,726,360	1,786,783	1,849,320	1,914,047	1,981,038	2,050,378	2,122,138	2,196,413	2,273,287	2,352,852	2,435,202	43,418,928	
REVENUE 2 - SALES TAX																																	
SALES	0	3,749,288	17,185,127	17,786,607	18,409,138	19,053,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,592	36,630,297	37,912,358	39,239,290	40,612,665	42,034,109	43,505,302		
City of Midland	0	37,493	171,851	177,866	184,091	190,535	197,203	204,105	211,249	218,643	226,295	234,216	242,413	250,898	259,679	268,768	278,175	287,911	297,988	308,417	319,212	330,384	341,948	353,916	366,303	379,124	392,393	406,127	420,341	435,053	7,992,596	City of Midland
MEDC	0	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	1,998,149	MEDC
Midland County Hospital District	0	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	1,998,149	Midland County Hospital District
Midland County	0	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	3,996,298	Midland County
	0	74,986	343,703	355,732	368,183	381,069	394,407	408,211	422,498	437,286	452,591	468,431	484,826	501,795	519,358	537,536	556,349	575,822	595,975	616,835	638,424	660,769	683,895	707,832	732,606	758,247	784,786	812,253	840,682	870,106	15,985,192	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
	0	0	0	0	3,413,856	3,533,341	3,657,008	3,785,003	3,917,478	4,054,590	4,196,500	4,343,378	4,495,396	4,652,735	4,815,581	4,984,126	5,158,571	5,339,121	5,525,990	5,719,399	5,919,578	6,126,764	6,341,200	6,563,142	6,792,852	7,030,602	7,276,673	7,531,357	7,794,954	8,067,778		
City of Midland	0	0	0	0	238,970	247,334	255,991	264,950	274,223	283,821	293,755	304,036	314,678	325,691	337,091	348,889	361,100	373,738	386,819	400,358	414,370	428,873	443,884	459,420	475,500	492,142	509,367	527,195	545,647	564,744		City of Midland
	0	0	0	0	238,970	247,334	255,991	264,950	274,223	283,821	293,755	304,036	314,678	325,691	337,091	348,889	361,100	373,738	386,819	400,358	414,370	428,873	443,884	459,420	475,500	492,142	509,367	527,195	545,647	564,744	9,872,588	
REVENUE A, A1, A2, 1, 2, 3		417,802	1,061,853	1,991,007	2,478,494	3,878,048	4,431,581	5,004,488	5,597,447	6,211,159	6,846,351	7,503,775	8,184,209	8,888,458	9,617,356	10,371,765	11,152,578	11,960,720	12,797,147	13,662,849	14,558,880	15,486,212	16,446,031	17,439,443	18,467,625	19,531,794	20,633,208	21,773,172	22,953,035	24,174,193	25,438,091	348,958,745	
Running Total		417,802	1,479,655	3,470,662	5,949,157	9,827,205	14,258,786	19,263,274	24,860,721	31,071,880	37,918,232	45,422,007	53,606,217	62,494,675	72,112,031	82,483,795	93,636,374	105,597,094	118,394,241	132,057,090	146,615,940	162,102,152	178,548,182	195,987,625	214,455,251	233,987,045	254,620,253	276,393,426	299,346,461	323,520,653	348,958,745		
GROSS 348,958,745		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
City of Midland		$ 177,742	$ 430,751	$ 804,668	$ 1,010,573	$ 1,614,148	$ 1,848,385	$ 2,090,820	$ 2,341,740	$ 2,601,443	$ 2,870,235	$ 3,148,435	$ 3,436,372	$ 3,734,386	$ 4,042,831	$ 4,362,072	$ 4,692,486	$ 5,034,465	$ 5,388,413	$ 5,754,749	$ 6,133,907	$ 6,526,335	$ 6,932,498	$ 7,352,877	$ 7,787,969	$ 8,238,290	$ 8,704,372	$ 9,186,766	$ 9,686,045	$ 10,202,798	$ 10,737,637	146,674,210	City of Midland
Midland County		$ 36,350	$ 104,558	$ 229,122	$ 273,491	$ 376,258	$ 425,777	$ 477,028	$ 530,074	$ 584,977	$ 641,801	$ 700,613	$ 761,485	$ 824,486	$ 889,693	$ 957,182	$ 1,027,034	$ 1,099,329	$ 1,174,156	$ 1,251,601	$ 1,331,757	$ 1,414,718	$ 1,500,583	$ 1,589,453	$ 1,681,434	$ 1,776,634	$ 1,875,166	$ 1,977,147	$ 2,082,696	$ 2,191,941	$ 2,305,008	32,091,552	Midland County
Midland Hospital		$ 20,120	$ 57,184	$ 123,024	$ 147,450	$ 205,696	$ 233,015	$ 261,291	$ 290,556	$ 320,846	$ 352,196	$ 384,643	$ 418,225	$ 452,983	$ 488,958	$ 526,192	$ 564,728	$ 604,614	$ 645,896	$ 688,622	$ 732,844	$ 778,614	$ 825,986	$ 875,015	$ 925,761	$ 978,283	$ 1,032,643	$ 1,088,905	$ 1,147,137	$ 1,207,407	$ 1,269,786	17,648,620	Midland Hospital
Midland College		$ 15,350	$ 38,705	$ 66,781	$ 84,469	$ 138,625	$ 158,827	$ 179,736	$ 201,377	$ 223,776	$ 246,959	$ 270,952	$ 295,786	$ 321,489	$ 348,092	$ 375,625	$ 404,122	$ 433,617	$ 464,144	$ 495,739	$ 528,441	$ 562,286	$ 597,317	$ 633,573	$ 671,099	$ 709,938	$ 750,136	$ 791,741	$ 834,802	$ 879,371	$ 925,499	12,648,375	Midland College
Midland ISD		$ 162,235	$ 409,064	$ 705,798	$ 892,736	$ 1,465,099	$ 1,678,613	$ 1,899,599	$ 2,128,321	$ 2,365,047	$ 2,610,059	$ 2,863,646	$ 3,126,109	$ 3,397,758	$ 3,678,914	$ 3,969,911	$ 4,271,094	$ 4,582,817	$ 4,905,451	$ 5,239,377	$ 5,584,990	$ 5,942,700	$ 6,312,929	$ 6,696,117	$ 7,092,716	$ 7,503,157	$ 7,928,044	$ 8,367,760	$ 8,822,867	$ 9,293,903	$ 9,781,424	133,678,294	Midland ISD
MEDC		$ 6,005	$ 21,588	$ 61,614	$ 69,775	$ 78,222	$ 86,965	$ 96,013	$ 105,378	$ 115,071	$ 125,103	$ 135,486	$ 146,233	$ 157,355	$ 168,867	$ 180,782	$ 193,114	$ 205,878	$ 219,088	$ 232,761	$ 246,912	$ 261,558	$ 276,717	$ 292,407	$ 308,646	$

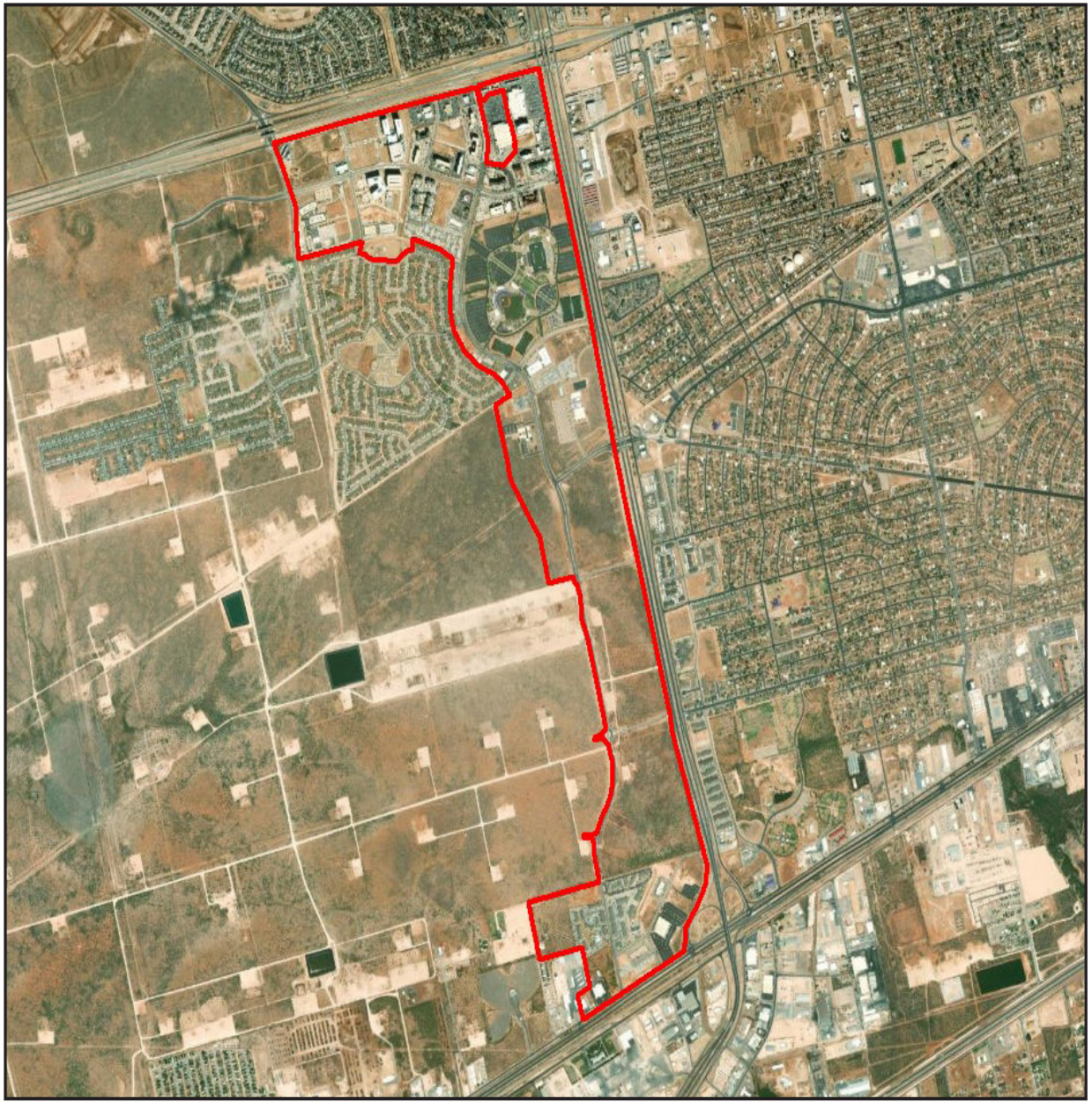
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$146,874,210	$38,438,763	$108,435,447
Midland County	$32,091,552	$0	$32,091,552
Midland Hospital	$17,648,620	$0	$17,648,620
Midland College	$12,648,375	$0	$12,648,375
Midland ISD	$133,678,294	$0	$133,678,294
MEDC	$6,017,694	$0	$6,017,694
Total	**$348,958,745**	**$38,438,763**	**$310,519,981**

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$146,874,210	$38,438,763	$108,435,447
City of Midland - Real Property	*$52,806,751*	*$26,403,376*	$26,403,376
City of Midland - Personal Property	*$643,531*	*$0*	$643,531
City of Midland - Sales	*$24,070,775*	*$12,035,388*	$12,035,388
City of Midland -HOT	*$69,353,152*	*$0*	$69,353,152







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

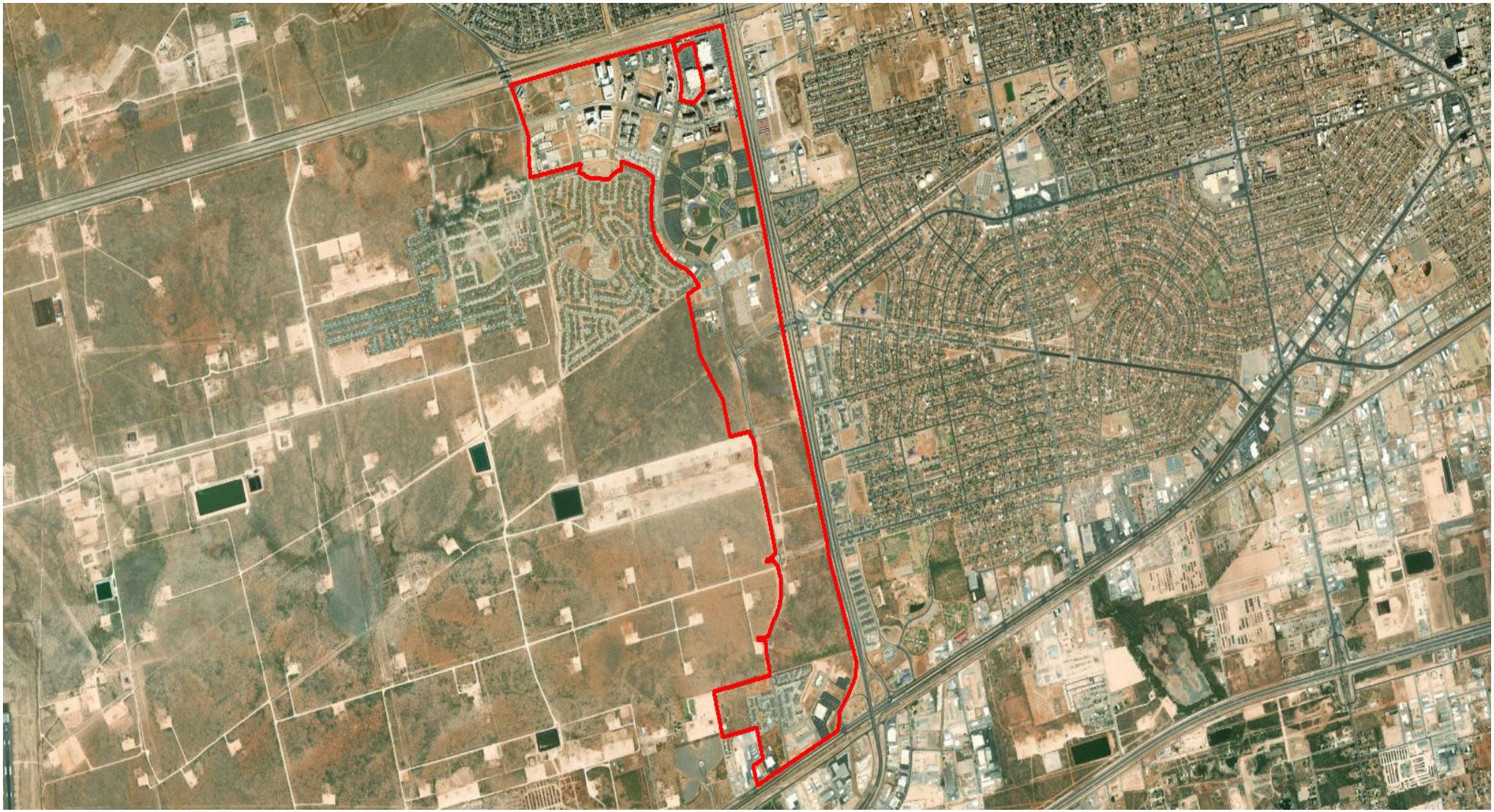
give final approval to the Zone's project and financing plan.

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000227271	1107 WINDHAVEN DR	2.96	BLK: 008, LOT: 011A, ADDN: WESTRIDGE PARK, SEC 52	MIDLAND TW DEVELOPMENT LP	$ 515,750
R000226646	6205 ANDREWS HWY	0.78	BLK: 007, LOT: 010B, ADDN: WESTRIDGE PARK SEC 46	CJ REAL ESTATE II LLC	$ 135,910
R000226645	6301 ANDREWS HWY	0.83	BLK: 007, LOT: 010A , ADDN: WESTRIDGE PARK SEC 46	KENT LUBRICATION CENTER (OFFICE)	$ 144,620
R000226375	5606 STARBOARD DR	0.656086	BLK: 003, LOT: 013, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	$ 79,060
R000226374	5606 STARBOARD DR	1.641851	BLK: 003, LOT: 012, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	$ 196,450
R000225187	5800 W HWY 00080	10.75227	BLK: 001C, LOT: 001, ADDN: CYCLES SEC 3	TJH MANAGEMENT LLC	$ 2,390,380
R000225186	5800 W HWY 00080	1.419904	BLK: 001B, LOT: 001, ADDN: CYCLES SEC 3	MOUTRAY PROPERTIES WORKING INTEREST LLC	$ 456,160
R000221592	6000 DEAUVILLE BLVD	0.376509	BLK: 007, LOT: 05D, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	$ 8,650
R000221591	6000 DEAUVILLE BLVD	2.446869	BLK: 007, LOT: 05C, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND MAC DEVELOPMENT LP	$ 56,300
R000220728	5704 DEUVILLE BLVD	1.971948	BLK: 003, LOT: 06D, ADDN: WESTRIDGE PARK, SEC 45	KJ TEXAS PROPERTIES LLC	$ 5,782,922
R000220098	0 TRADEWINDS RD	8.86182	BLK: 001, LOT: 003, WESTRIDGE PARK, SECTION 42	FFI HUNTSVILLE LLC	$ 177,220
R000219028	1200 GRIFFITH DR	3.92877	BLK: 008, LOT: 01D, ADDN: WESTRIDGE PARK, SEC 41	PLAINS MARKETING LP	$ 15,364,155
R000218728	0 S LOOP 00250 W	5.924759	5.98 AC OUT OF N/PART, SEC: 1, BLK: 40-T2S	MIDLAND CITY OF	$ -
R000218727	0 S LOOP 00250 W	10.4583	10.406 AC OUT OF S/2, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	$ -
R000218713	0 S LOOP 00250 W	4.467524	4.487 AC OUT OF NW/4, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	$ -
R000218308	6023 ANDREWS HWY	14.14	BLK: 007, LOT: 010, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	$ 324,990
R000218307	6001 ANDREWS HWY	5.052046	BLK: 007, LOT: 009, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	$ 116,200
R000218306	6100 DEAUVILLE BLVD	1.349671	BLK: 007, LOT: 06A, ADDN: WESTRIDGE PARK, SEC 39	DEAUVILLE HOLDINGS COMPANY INC	$ 1,836,380
R000218305	6000 DEAUVILLE BLVD	2.651913	BLK: 007, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	$ 61,000
R000216908	5910 DEAUVILLE BLVD	0.991835	BLK: 007, LOT: 008, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	$ 23,000
R000216907	5900 DEAUVILLE BLVD	8.883489	BLK: 007, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	$ 69,780,328
R000216835	0 S LOOP 00250 W	28.96	NW/4, SEC: 48, BLK: 40-T1S	WESTRIDGE VILLAGE LP	$ 611,580
R000215322	701 TRADEWINDS BLVD	0.656817	BLK: 008, LOT: 10A,ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 2,310,560
R000215319	707 TRADEWINDS BLVD	0.545363	BLK: 008, LOT: 09A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,425,960
R000215312	801 TRADEWINDS BLVD	0.522151	BLK: 008, LOT: 08A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,489,630
R000215311	807 TRADEWINDS BLVD	0.521522	BLK: 008,LOT: 07A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,567,610
R000215310	901 TRADEWINDS BLVD	0.529735	BLK: 008,LOT: 06A,ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,567,900
R000215309	907 TRADEWINDS BLVD	0.547236	BLK: 008,LOT: 05A,ADDN: WESTRIDGE PARK,SEC 37	TXCT INVESTMENTS LLC	$ 1,517,750
R000214242	5615 DEAUVILLE BLVD	3.241881	BLK: 005, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	$ 17,529,730
R000214241	5609 DEAUVILLE BLVD	1.31	BLK: 005, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	$ 2,193,830
R000213626	301 TRADEWINDS BLVD	5.224493	BLK: 001, LOT: 002, ADDN: WESTRIDGE PARK, SEC 32	MIDLAND CITY OF	$ -
R000212988	--	0.056621	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT(0.05 AC OUT OF)	HIGH INVESTMENTS LLC	$ 4,360
R000212654	515 TRADEWINDS BLVD	0.058808	BLK: 009,LOT: 03D,ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	$ -
R000212653	507 TRADEWINDS BLVD	0.058808	BLK: 009,LOT: 03C,ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	$ -
R000212652	507 TRADEWINDS BLVD	0.06012	BLK: 009,LOT: 03B,ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	$ 391,000
R000212651	507 TRADEWINDS BLVD	0.06012	BLK: 009,LOT: 03A,ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	$ 391,000
R000212650	507 TRADEWINDS BLVD	0.569077	BLK: 009,(COMMON AREA "A"),ADDN: WESTRIDGE PARK, SEC 29	TRADEWINDS OFFICE PARK PROP	$ 99,620
R000212283	6101 ANDREWS HWY	1.447979	BLK: 000, LOT: 007, ADDN: WESTRIDGE PARK, SEC 28	KENT DISTRIBUTORS INC	$ 625,997

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000211834	1200 GRIFFITH DR	4.005479	BLK: 008, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 41	FP WESTRIDGE ENERGY PLAZA LP	$ 697,840
R000211833	6001 DEAUVILLE BLVD	11.86845	BLK: 008, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 30	OCCIDENTAL PERMIAN LIMITED	$ 48,754,216
R000211573	1115 TRADEWINDS BLVD	1.425306	BLK: 011, LOT: 002, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	1115 TRADEWINDS LLC	$ 1,304,830
R000211572	1119 TRADEWINDS BLVD	1.427637	BLK: 011, LOT: 001, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	LA MISSION RAMIREZ LLC	$ 2,111,620
R000211571	1101 WINDHAVEN DR	1.484837	BLK: 008, LOT: 013, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	SERENITY HOTELS LLC	$ 7,737,041
R000211568	5711 DEAUVILLE BLVD	1.482558	BLK: 008, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	RUMA LLC	$ 258,170
R000211117	5700 W HWY 0080	1.242946	BLK: 001,LOT: 04A, ADDN: GATEWAY PLAZA, SEC 9	EQUITY COMMERCIAL PROPERTIES LLC	$ 147,340
R000209737	401 TRADEWINDS BLVD	1.003488	BLK: 009,LOT: 006,ADDN: WESTRIDGE PARK, SEC 25	INSIGNIA YOGIJI LLC	$ 1,269,630
R000209735	501 TRADEWINDS BLVD	1.669274	BLK: 009,LOT: 004,ADDN: WESTRIDGE PARK, SEC 25	SPROUTS ENERGY LLC	$ 2,317,930
R000209733	601 TRADEWINDS BLVD	0.828251	BLK: 009,LOT: 002,ADDN: WESTRIDGE PARK, SEC 25	SMC DIVERSIFIED HOLDINGS INC	$ 90,200
R000209732	607 TRADEWINDS BLVD	0.826294	BLK: 009,LOT: 001,ADDN: WESTRIDGE PARK, SEC 25	TRIPLE HEALTHCARE SERVICES LLC	$ 89,980
R000209651	5801 DEAUVILLE BLVD	17.09079	BLK: 008, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 26	JDM	$ 47,472,360
R000209402	--	0.314491	BLK: 008, COMMON AREA D, ADDN: LEGENDS PARK SEC 5	LEGENDS PARK HOA	$ 140
R000209310	1700 TRADEWINDS BLVD	4.390238	BLK: 004, LOT: 01C, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	HGH INVESTMENTS LLC	$ 375,490
R000209288	5608 WESTRIDGE RD	2.11775	BLK: 002, LT: 6-D, ADDN: WESTRIDGE PARK, SEC 24	5608 WESTRIDGE MIDLAND LLC	$ 369,000
R000209287	1401 N LOOP 00250 W	1.23402	BLK: 002, LT: 6-C, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	$ 1,131,213
R000209286	1307 N LOOP 00250 W	1.607356	BLK: 002, LT: 6-B, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	$ 1,915,038
R000209225	6301 DEAUVILLE BLVD	24.88041	BLK: 010, LOT: 001, ADDN: WESTRIDGE PARK, SEC 23	CHEVRON USA INC	$ 73,537,838
R000209081	5511 SEABOARD AV	2.656639	BLK: 002,LOT: 006B, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	$ 4,862,000
R000208937	6000 NOLAN RYAN DR	2.361107	COMMON AREA C, ADDN: LEGENDS PARK SEC 4	LEGENDS PARK HOA	$ 1,030
R000208413	1301 N LOOP 00250 W	4.171084	BLK: 002, LOT 008, ADDN: WESTRIDGE PARK	MCRT MIDLAND 3 LP	$ 12,196,573
R000208412	1808 TRADEWINDS BLVD	10.21999	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	MACK MIDLAND LLC	$ 34,807,030
R000208179	5509 CHAMPIONS DR	10.1063	BLK: 006, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 35	EOG RESOURCES INC	$ 39,898,159
R000207934	5716 DEAUVILLE BLVD	2.984348	BLK: 003, LOT: 008A, ADDN: WESTRIDGE PARK, SEC 18	MIDLAND SHS DEVELOPMENT LP	$ 8,514,206
R000207732	5508 DEAUVILLE BLVD	2.511122	BLK: 002, LOT: 007, ADDN: WESTRIDGE PARK, SEC 17	MCRT MIDLAND 2 LP	$ 5,644,419
R000207512	5900 NOLAN RYAN DR	4.266299	COMMON AREA B, ADDN: LEGENDS PARK	LEGENDS PARK HOA	$ 1,860
R000207477	5601 CHAMPIONS DR	0.315291	BLK: 003, LOT: 058, ADDN: LEGENDS PARK	TERRY TYLER ZACHARY	$ 368,080
R000207476	5603 CHAMPIONS DR	0.288656	BLK: 003, LOT: 057, ADDN: LEGENDS PARK	SOTO JULIO CESAR	$ 389,850
R000207475	5605 CHAMPIONS DR	0.216285	BLK: 003, LOT: 056, ADDN: LEGENDS PARK	SUN SINATH	$ 331,360
R000207474	5607 CHAMPIONS DR	0.190775	BLK: 003, LOT: 055, ADDN: LEGENDS PARK	MALDONADO FRANCISCO	$ 339,350
R000207473	5609 CHAMPIONS DR	0.22017	BLK: 003, LOT: 054, ADDN: LEGENDS PARK	HANNSZ JEREMY CLAY	$ 354,760
R000207186	--	2.584005	BLK: 003, LOT: 010, ADDN: GATEWAY PLAZA SEC 2	GRACE PARTNERSHIP LLC	$ 1,120
R000207185	1701 TRADEWINDS BLVD	6.041376	BLK: 003, LOT: 009, ADDN: GATEWAY PLAZA SEC 5	MIDLAND GW PLAZA APARTMENTS LP	$ 6,392,888
R000207184	1811 TRADEWINDS BLVD	9.078175	BLK: 003, LOT: 08A, ADDN: GATEWAY PLAZA SEC 11	TEXAS HOUSING FOUNDATION	$ -
R000207183	5708 STARBOARD DR	1.610792	BLK: 003, LOT: 07A, ADDN: GATEWAY PLAZA SEC 10	VANSH HOTEL LLC	$ 2,844,815
R000207178	5518 STARBOARD DR	1.647323	BLK: 003, LOT: 002A, ADDN: GATEWAY PLAZA SEC 7	JARA HOTELS LLC	$ 5,683,167
R000207177	5504 STARBOARD DR	1.950497	BLK: 003, LOT: 01A, ADDN: GATEWAY PLAZA SEC 7	NANA HOTELS LLC	$ 241,060
R000206868	5501 STARBOARD DR	2.374482	BLK: 002.LOT: 007,ADDN: GATEWAY PLAZA	MIDLAND INVESTMENT PARTNERS LLC	$ 280,310

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000206867	5511 STARBOARD DR	1.185013	BLK: 002,LOT: 006A, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	$ 142,550
R000206866	5519 STARBOARD DR	2.295873	BLK: 002,LOT: 005,ADDN: GATEWAY PLAZA	CINERGY ACQUISITIONS LLC	$ 275,520
R000206863	1917 LIBERTY DR	1.716397	BLK: 002,LOT: 002A, ADDN: GATEWAY PLAZA, SEC 3	GRACE PARTNERSHIP LLC	$ 750
R000206862	1917 LIBERTY DR	8.179412	BLK: 002,LOT: 001A,ADDN: GATEWAY PLAZA, SEC 3	CINERGY CINEMAS MIDLAND LP	$ 7,250,000
R000206857	5716 W HWY 00080	1.627994	BLK: 001,LOT: 001,ADDN: GATEWAY PLAZA	EQUITY COMMERCIAL PROPERTIES LLC	$ 195,260
R000206605	5801 ANDREWS HWY	3.563495	BLK: 007, LOT: 003, ADDN: WESTRIDGE PARK, SEC 16	CAVENDER REAL ESTATE OF MIDLAND II LLC	$ 5,232,850
R000206604	1505 CATALINA DR	3.011311	BLK: 007, LOT: 002A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1505 PROPERTIES LLC	$ 6,422,567
R000206603	1401 CATALINA DR	2.03223	BLK: 007, LOT: 001A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1401 PROPERTIES LLC	$ 5,447,626
R000206600	5715 ANDREWS HWY	3.250437	BLK: 003, LOT: 06C, ADDN: WESTRIDGE PARK, SEC 16	LUSSO REAL ESTATE LLC	$ 3,547,960
R000206151	1201 TRADEWINDS BLVD	0.990627	BLK: 003, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	$ 1,233,390
R000204372	207 TRADEWINDS BLVD	2.121508	BLK: 001, LOT: 001 , ADDN: WESTRIDGE PARK, SEC 1	EQUITY TRUST COMPANY CUSTODIAN	$ 231,960
R000204271	5606 WESTRIDGE BLVD	2.001815	BLK: 002, LT: 6-A, ADDN: WESTRIDGE PARK, SEC 24	BURTON HOTEL GROUP	$ 4,700,000
R000203925	0 S LOOP 00250 W	308.7646	S/2, SEC: 48, BLK: 40-T1S	CUMBERLAND & WESTERN RESOURCES LLC	$ -
R000111361	301 N LOOP 00250 W	28.47591	BLK: 006, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 9	CRESTVIEW BAPTIST CHURCH	$ -
R000105912	5904 W HWY 00080	1.595068	SW/PART, SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	$ 446,006
R000058156	5607 ANDREWS HWY	0.80795	BLK: 002, LOT: 005, ADDN: WESTRIDGE PARK, SEC 8	SAMS REAL ESTATE BUSINESS TRUST	$ 541,090
R000058062	1403 N LOOP 00250 W	2.396634	BLK: 002, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 34	SUMMIT MIDLAND LLC	$ 4,750,000
R000057884	303 W N LOOP 00250	7.846894	BLK: 006, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	GPV MIDLAND #2 LP	$ 157,200
R000057880	5509 DEAUVILLE BLVD	2.533078	BLK: 005, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	MCRT MIDLAND 1 LP	$ 5,976,748
R000057879	5612 DEAUVILLE BLVD	3.521342	BLK: 004, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 21	BURTON HOTEL GROUP	$ 4,789,980
R000057877	1500 CATALINA DR	6.23795	BLK: 003, LOT: 06E, ADDN: WESTRIDGE PARK, SEC 45	LUSSO REAL ESTATE LLC	$ 1,143,890
R000057876	1207 TRADEWINDS BLVD	1.207283	BLK: 003, LOT: 05A, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	$ 2,064,070
R000057875	1401 TRADEWINDS BLVD	2.82367	BLK: 003, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 15	SUMMIT NCI JV 175 LLC	$ 9,899,967
R000057873	1505 TRADEWINDS BLVD	2.268028	BLK: 003, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 10	MIDLAND PLATINUM II LP	$ 6,386,246
R000051295	5707 ANDREWS HWY	1.501957	BLK: 003, LOT: 001, ADDN: WESTRIDGE PARK, SEC 5	DEWITT PARTNERS LTD	$ 1,010,530
R000051294	5407 ANDREWS HWY A	11.03935	BLK: 002, LOT: 003, ADDN: WESTRIDGE PARK, SEC 4	HEB GROCERY CO LP	$ 8,866,220
R000051293	5509 ANDREWS HWY	0.844905	BLK: 002, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 8	KOUZAR LLC AND HENRY BAY HOLDINGS LLC	$ 887,090
R000051289	207 TRADEWINDS BLVD	7.876931	BLK: 001, LOT: 001 LESS 2.13 AC, ADDN: WESTRIDGE PARK, SEC 1	TRADEWINDS MIDLAND LLC	$ 4,498,910
R000007527	0 S LOOP 00250 W	216.5845	N/PART, SEC: 1, BLK: 40-T2S	CUMBERLAND & WESTERN RESOURCES LLC	$ -
R000007518	5904 W HWY 00080	13.92513	8.67 AC OUT OF SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	$ 182,070
R000007517	--	17.54951	NE/4, SEC: 48, BLK: 40-T1S	TRADEWINDS & THOMASON APARTMENTS LLC	$ 351,000
--	5514 CHAMPIONS DR	101.88	--	--	$ -
--	400 S LOOP 250 W	7.07	--	--	$ -
--	5701 STARBOARD DR	4.858099	--	--	$ -
--	410 S LOOP 250 W	1.61	--	--	$ -
--	1407 N LOOP 250 W	0.76797	--	--	$ -

Tax Increment Reinvestment Zone #4
City of Midland, Texas



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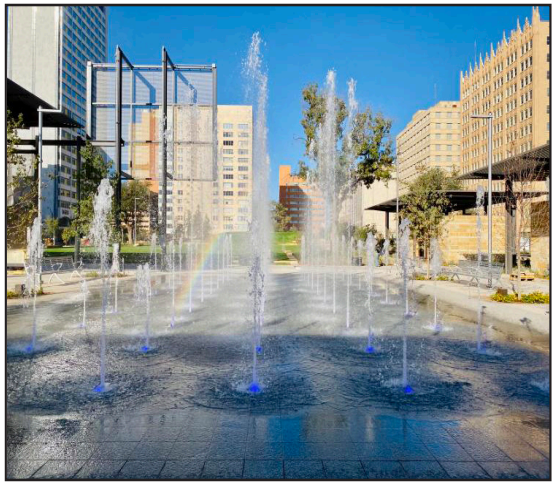
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Midland, Texas has an estimated population of 131,325 and is the county seat of Midland County. A small part of Midland is in Martin County. Midland is conveniently located in West Texas on Interstate 20 halfway between Fort Worth and El Paso. Midland is easily accessible via Midland International Air & Space Port that is serviced daily by American, Southwest, and United Airlines. Kenan Institute's American Growth Project has projected Midland, Texas, to be the fastest-growing economy among the 100 largest midsize cities in the U.S. for 2023.

Thanks to its prime location in the Permian Basin, Midland's economy has been heavily influenced by the oil and gas industry, yet this region continues to diversify across new industries each year including aerospace and distribution. Midland prides itself in having a highly skilled workforce, with nearly twice the national average of educated engineers. The regional labor pool inlcudes 253,000 professionals with the educational expertise and technical aptitude to serve in any industry.

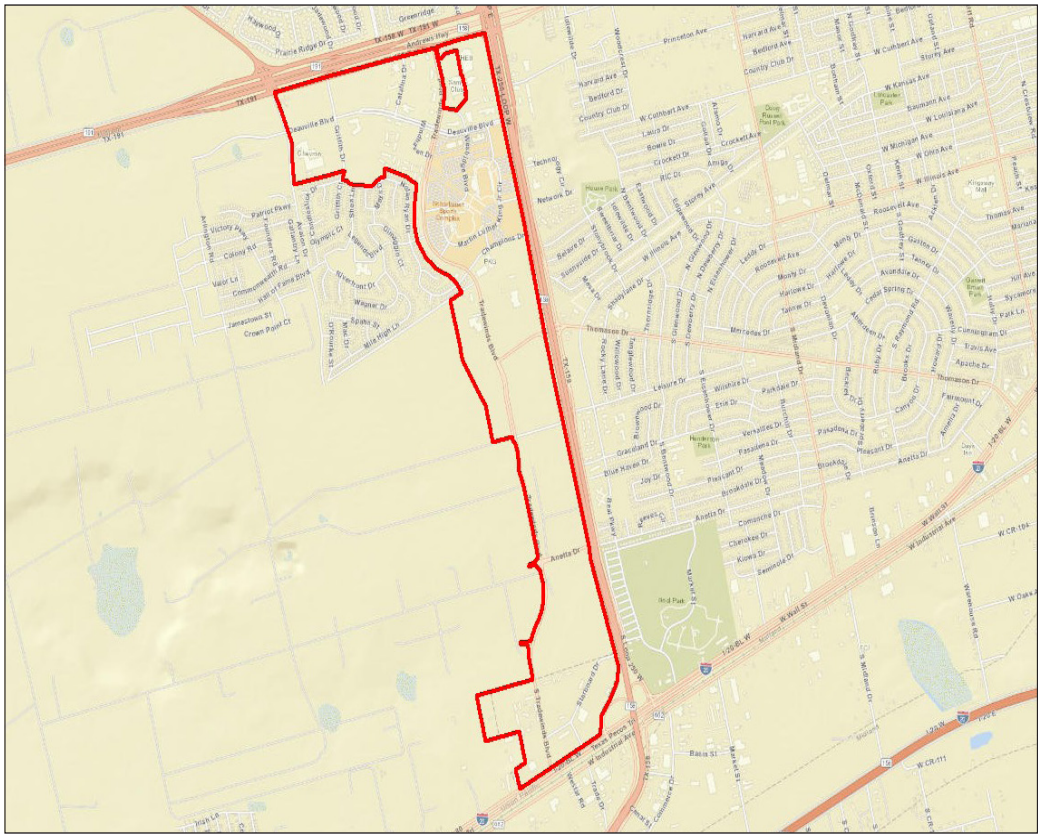
Downtown Midland is home to restaurants, bars, retail spaces, financial services, creative agencies, and arts and cultural organizations, and aims to be a progressive hub of diverse activities attracting and connecting businesses, the community, and visitors.

Tax Increment Reinvestment Zone #4, City of Midland

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On November 12, 2024, the City Council of the City of Midland, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, will consider an ordinance to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Four, City of Midland, Texas. The goal of Tax Increment Reinvestment Zone #4 (TIRZ #4) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary project and financing plan outlines the funding of $38,438,763 in public improvements related to water, sanitary sewer, and storm water facilities, street and intersection improvements, open space and park facilities, utilities and street lighting, as well as costs associated with operating reinvestment zone project facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Midland. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

TIRZ #4 consists of approximately 1,066 acres located within the city limits of the City of Midland and within the City's extraterritorial jurisdiction. The legal description for the zone is described in detail below.

Legal Description TIRZ #4

Beginning at the point where the southern right of way boundary of State Highway 191 meets the eastern right of way boundary of Avalon Drive, thence

East along the southern right of way of State Highway 191 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

South along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the northern right of way boundary of Westridge Boulevard, thence

East along the northern right of way boundary of Westridge Boulevard to the point it meets the southeast corner of Property ID R000051291, thence

North along the eastern boundary of Property ID R000051291, continuing west along the northern boundary of Property ID R000051291 to the point it meets the eastern right of way boundary of Tradewinds Boulevard, thence

North along the eastern right of way boundary of Tradewinds Boulevard to the point it meets the southern right of way of State Highway 191, thence

East along the southern right of way of State Highway 191 to the point it meets the western right of way boundary of TX-250 Loop, thence

South along the western right of way boundary of TX-250 Loop, continuing along the western right of way boundary of the TX-250 Loop access road, to the point it meets the northern right of way boundary of W Highway 80, thence

West along the northern right of way boundary of W Highway 80 to the point it meets the southwest corner of Property ID R000225186, thence

North along the western boundary of Property ID R000225186 to the point it meets the western boundary of Property ID R000225187, thence

North along the western boundary of Property ID R000225187 to the point it meets the western boundary of Property ID R000208412, thence

North along the western boundary of Property ID R000208412, continuing west to the point it meets the southeast corner of Property ID R000007518, thence

West then north along the boundary of Property ID R000007518 to the point it meets the southwest corner of Property ID R000105912, thence

North then east along the boundary of Property ID R000105912 to the point it meets the northwest corner of Property ID R000209310, thence

West across the northern boundary of Property ID R000209310 to the point it meets the western right of way boundary of Tradewinds Boulevard, thence

North along the western right of way boundary of Tradewinds Boulevard to the point it meets the southeast corner of Property ID R000007517, thence

West then north along the west boundary of Property ID R000007517 to the point it meets the southern right of way boundary of Thomason Drive, thence

North across Thomason Drive to the southwest corner of Property ID R000220098, thence

North along the western boundary of Property ID R000220098 to the point it meets the southwest corner of Property ID R000204372, thence

North along the western boundary of Property ID R000204372, continuing north along the western boundary of Property ID R000051289, continuing north along the western boundary of Property ID R000213626 to the northwest corner of Property ID R000213626, thence

East along the northern boundary of Property ID R000213626, thence

North to the southwest corner of Property ID R000207473, thence

North along the western boundary of Property ID R000207473 where it meets the eastern right of way boundary of the easement, thence

North along the eastern right of way boundary of the easement that runs along the western boundary of Property ID R000209737, continuing north to the point the northwest corner of Property ID R000209732 meets the southern right of way boundary of Legends Drive, thence

North across Legends Drive to the point the eastern right of way boundary of the easement meets the western boundary of Property ID R000215322, thence

Continuing north along the eastern right of way boundary of the easement to the point it meets the southern boundary of Property ID R000209651, thence

Legal Description TIRZ #4 (Continued)

West along the southern boundary of Property ID R000209651 to the point it meets the northeast corner of Property ID R000207512, thence

South along the eastern boundary of Property ID R000207512 to the point it meets the northern right of way boundary of Nolan Ryan Drive, thence

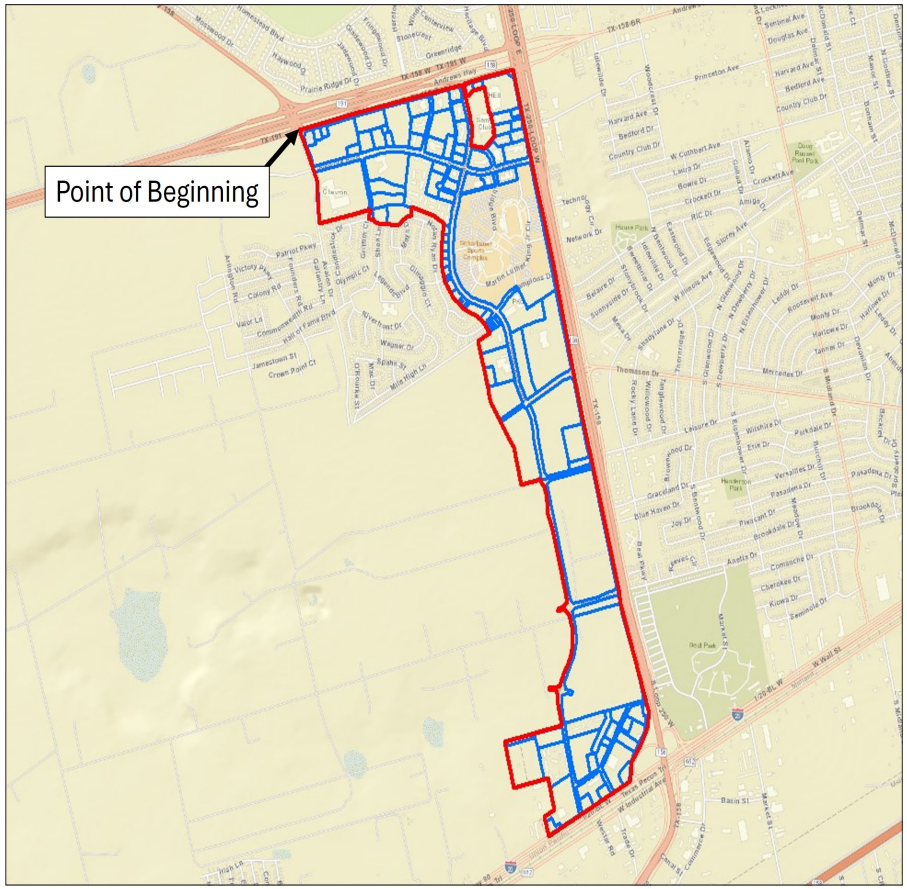
West along the northern right of way boundary of Nolan Ryan Drive to the point it meets the eastern right of way boundary of Griffith Court, thence

North along the eastern right of way boundary of Griffith Court to the point it meets the northern corner of Property ID R000209402, thence

West across Griffith Court to the southeast corner of Property ID R000209225, thence

West along the southern boundary of Property ID R000209225 to the point it meets the eastern right of way boundary of Avalon Drive, thence

North along the eastern right of way boundary of Avalon Drive to the point it meets the southern right of way boundary of State Highway 191, which is the point of beginning.



Land Use

The land within the zone is primarily developed with commercial uses and vacant land well positioned for development.

Method of Relocating Persons to be Displaced

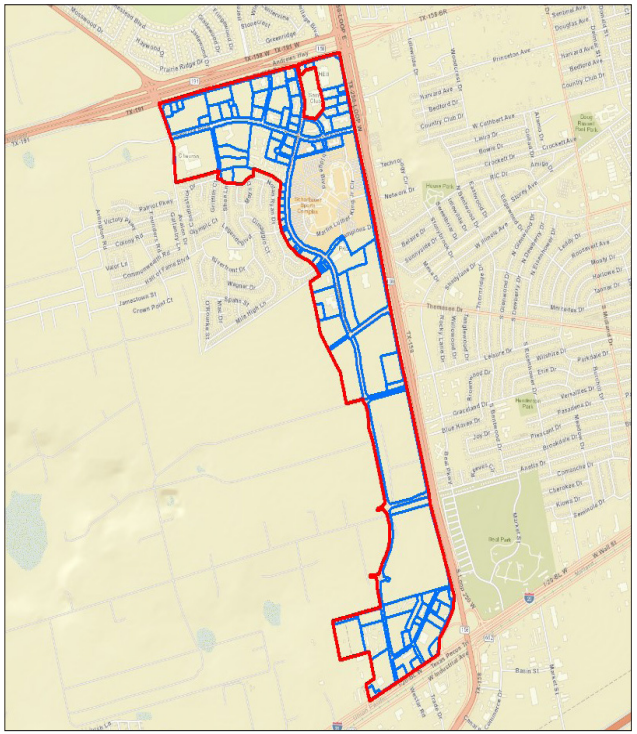
It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

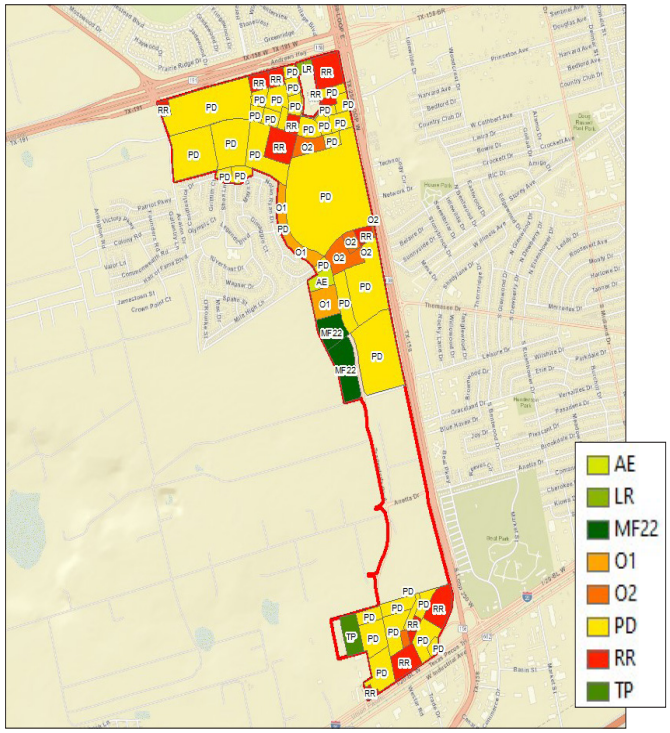
Current Ownership

There are currently 112 parcels within Tax Increment Reinvestment Zone #4. The 2024 estimated taxable base value of the property within the TIRZ is $528,539,365. The 2024 base value will need to be verified by Midland County Appraisal District when the final values are available. For further details of parcels included within the TIRZ see **Appendix A**.

Zoning

The land within the zone is primarily zoned PD - Planned Development (shaded in yellow). The purpose of this district is to encourage higher quality development in the City by allowing flexibility in the planning and development of projects. A PD, Planned Development District may be used to permit new or innovative concepts in land utilization or diversification that could not be achieved under conventional zoning approaches. Any combination of residential, commercial, light industrial, public or recreational uses as approved by the City Council may be permitted. The balance of the zone is zoned for retail, office, multifamily, and for technology park uses. The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Midland zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.





Anticipated Development

The land within the zone is well positioned for future development and redevelopment, including retail, hotel, and multifamily development. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value
TIRZ #4				
Auto Dealership	2025	35,000	$ 150	$ 5,250,000
Retail - QSR	2026	24,000	$ 500	$ 12,000,000
Hotel	2028	75	$ 85,000	$ 6,375,000
Multifamily	2028	200	$ 150,000	$ 30,000,000
Total				**$ 53,625,000**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #4		
Public Utilities	**$ 1,921,938**	**5%**
Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements		
Parking and Transit Improvements	**$ 1,921,938**	**5%**
Street and Intersection Improvements	**$ 1,921,938**	**5%**
Pedestrian Enhancements	**$ 1,921,938**	**5%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 3,459,489**	**9%**
Operating Reinvestment Zone Project Facilities	**$ 19,219,382**	**50%**
Economic Development Grants	**$ 7,687,753**	**20%**
Administrative Costs	**$ 384,388**	**1%**
Total	$ 38,438,763	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. Potential Project Facilities include but are not limited to the Scharbauer Sports Complex. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $38,438,763 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Public Utilities includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/ kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Park amenities and open spaces communicate the identity of the place and enhance property values. The TIRZ should encourage the identification and set aside of open space and/or places for public amenities, particularly in the vicinity of catalystic investment areas. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Midland will contribute 50% of the real property increment for all the property within the Zone, above a 2024 base. The City of Midland will also contribute 50% of the City's 1% sales tax increment, above a 2024 base, for all the property within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #4	Real Property Tax - 2024 Rates		Participation	
	City of Midland	0.35066200	50%	0.1753310
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.1753310**

	Personal Property Tax		Participation	
	City of Midland	0.35066200	0%	0.0000000
	Midland County	0.13157900	0%	0.0000000
	Midland Hospital	0.07630500	0%	0.0000000
	Midland College	0.08298000	0%	0.0000000
	Midland ISD	0.87700000	0%	0.0000000
		1.51852600		**0.0000000**

	Sales Tax		Participation	
	City of Midland	0.01000000	50%	0.0050000
	MEDC	0.00250000	0%	0.0000000
	Midland County Hospital District	0.00250000	0%	0.0000000
	Midland County	0.00500000	0%	0.0000000

► ***INPUT***

INFLATION RATE	3.50%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	50%	0.1753310
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.1753310

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Midland	0.35066200	0%	0.0000000
Midland County	0.13157900	0%	0.0000000
Midland Hospital	0.07630500	0%	0.0000000
Midland College	0.08298000	0%	0.0000000
Midland ISD	0.87700000	0%	0.0000000
	1.51852600		0.0000000

City of Midland	0.0100000	50.00%	0.0050000
MEDC	0.0025000	0.00%	0.0000000
Midland County Hospital District	0.0025000	0.00%	0.0000000
Midland County	0.0050000	0.00%	0.0000000
	0.0200000		0.0050000

	Year	AREA SF/UNITS	REAL PROPERTY $ / SF	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY $ / SF	PERSONAL PROPERTY TAX VALUE	SALES $ / SF	SALES TAX VALUE
Auto Dealership	2025	35,000	$ 150.00	$ 5,250,000	$ 90.00	$ 3,150,000	$ 100.00	$ 3,500,000
Retail - QSR	2026	24,000	$ 500.00	$ 12,000,000	$ 15.00	$ 360,000	$ 500.00	$ 12,000,000
Hotel	2028	75	$ 85,000.00	$ 6,375,000	$ -	$ -	$ -	$ -
Multifamily	2028	200	$ 150,000.00	$ 30,000,000	$ -	$ -	$ -	$ -
TOTAL				53,625,000		3,510,000		15,500,000

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*30.3%*	$ 18,019,009	=	$ 9,382,881	+	$ 643,531	+	$ 7,992,596
Midland County	*13.1%*	$ 7,758,512	=	$ 3,520,741	+	$ 241,472	+	$ 3,996,298
Midland Hospital	*7.0%*	$ 4,179,924	=	$ 2,041,740	+	$ 140,034	+	$ 1,998,149
Midland College	*4.0%*	$ 2,372,632	=	$ 2,220,348	+	$ 152,284	+	$ -
Midland ISD	*42.2%*	$ 25,075,896	=	$ 23,466,435	+	$ 1,609,461	+	$ -
MEDC	*3.4%*	$ 1,998,149	=		+	$ -	+	$ 1,998,149
	100.0%	59,404,120		$ 40,632,145		$ 2,786,783		$ 15,985,192
		100.0%		*68.4%*		*4.7%*		*26.9%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*100.0%*	$ 8,687,739	=	$ 4,691,441	+	$ -	+	$ 3,996,298
Midland County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland Hospital	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland College	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
Midland ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
MEDC	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 8,687,739		$ 4,691,441		$ -		$ 3,996,298
		100.0%		*54.0%*		*0.0%*		*46.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Midland	*18.4%*	$ 9,331,270	=	$ 4,691,441	+	$ 643,531	+	$ 3,996,298
Midland County	*15.3%*	$ 7,758,512	=	$ 3,520,741	+	$ 241,472	+	$ 3,996,298
Midland Hospital	*8.2%*	$ 4,179,924	=	$ 2,041,740	+	$ 140,034	+	$ 1,998,149
Midland College	*4.7%*	$ 2,372,632	=	$ 2,220,348	+	$ 152,284	+	$ -
Midland ISD	*49.4%*	$ 25,075,896	=	$ 23,466,435	+	$ 1,609,461	+	$ -
MEDC	*3.9%*	$ 1,998,149	=	$ -	+	$ -	+	$ 1,998,149
	100.0%	$ 50,716,382		$ 35,940,705		$ 2,786,783		$ 11,988,894
		100.0%		*70.9%*		*5.5%*		*23.6%*

Tax Revenue Projections

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
TOTAL TAX REVENUE																															
REAL PROPERTY		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Auto Dealership	Taxable Value Per SF	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	269	279	288	298	309	320	331	342	354	367	380	393	407	421
	Cumulative SF	-	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	Taxable Value	-	-	**5,623,931**	**5,820,769**	**6,024,496**	**6,235,353**	**6,453,590**	**6,679,466**	**6,913,247**	**7,155,211**	**7,405,643**	**7,664,841**	**7,933,110**	**8,210,769**	**8,498,146**	**8,795,581**	**9,103,427**	**9,422,047**	**9,751,818**	**10,093,132**	**10,446,392**	**10,812,015**	**11,190,436**	**11,582,101**	**11,987,475**	**12,407,036**	**12,841,282**	**13,290,727**	**13,755,903**	**14,237,359**	**14,735,667**
Hotel	Taxable Value Per Unit	85,000	87,975	91,054	94,241	97,539	100,953	104,487	108,144	111,929	115,846	119,901	124,097	128,441	132,936	137,589	142,405	147,389	152,547	157,887	163,413	169,132	175,052	181,178	187,520	194,083	200,876	207,906	215,183	222,715	230,510	238,577
	Cumulative Units	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Taxable Value	-	-	-	-	-	**7,571,500**	**7,836,503**	**8,110,780**	**8,394,658**	**8,688,471**	**8,992,567**	**9,307,307**	**9,633,063**	**9,970,220**	**10,319,178**	**10,680,349**	**11,054,161**	**11,441,057**	**11,841,494**	**12,255,946**	**12,684,904**	**13,128,876**	**13,588,386**	**14,063,980**	**14,556,219**	**15,065,687**	**15,592,986**	**16,138,740**	**16,703,596**	**17,288,222**	**17,893,310**
Retail - QSR	Taxable Value Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
	Taxable Value	-	-	-	**13,304,615**	**13,770,276**	**14,252,236**	**14,751,064**	**15,267,351**	**15,801,708**	**16,354,768**	**16,927,195**	**17,519,637**	**18,132,824**	**18,767,473**	**19,424,334**	**20,104,186**	**20,807,832**	**21,536,107**	**22,289,870**	**23,070,016**	**23,877,466**	**24,713,178**	**25,578,139**	**26,473,374**	**27,399,942**	**28,358,940**	**29,351,503**	**30,378,805**	**31,442,063**	**32,542,536**	**33,681,524**
Multifamily	Taxable Value Per Unit	150,000	155,250	160,684	166,308	172,128	178,153	184,388	190,842	197,521	204,435	211,590	218,995	226,660	234,593	242,804	251,302	260,098	269,201	278,623	288,375	298,468	308,915	319,727	330,917	342,499	354,487	366,894	379,735	393,026	406,782	421,019
	Cumulative SF	-	-	-	-	-	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
	Taxable Value	-	-	-	-	-	**35,630,589**	**36,877,660**	**38,168,378**	**39,504,271**	**40,886,921**	**42,317,963**	**43,799,092**	**45,332,060**	**46,918,682**	**48,560,836**	**50,260,465**	**52,019,581**	**53,840,267**	**55,724,676**	**57,675,040**	**59,693,666**	**61,782,944**	**63,945,347**	**66,183,434**	**68,499,855**	**70,897,350**	**73,378,757**	**75,947,013**	**78,605,159**	**81,356,339**	**84,203,811**
	Taxable Value	-	-	**5,623,931**	**19,125,383**	**19,794,772**	**63,689,678**	**65,918,817**	**68,225,975**	**70,613,885**	**73,085,371**	**75,643,359**	**78,290,876**	**81,031,057**	**83,867,144**	**86,802,494**	**89,840,581**	**92,985,001**	**96,239,476**	**99,607,858**	**103,094,133**	**106,702,428**	**110,437,013**	**114,302,308**	**118,302,889**	**122,443,490**	**126,729,012**	**131,164,528**	**135,755,286**	**140,506,721**	**145,424,456**	**150,514,312**
	PV																															GROSS
City of Midland	**3,400,506**	-	-	19,721	67,065	69,413	223,335	231,152	239,243	247,616	256,283	265,253	274,536	284,145	294,090	304,383	315,037	326,063	337,475	349,287	361,512	374,165	387,261	400,815	414,843	429,363	444,390	459,944	476,042	492,704	509,948	527,796	**9,382,881**
Midland County	**1,275,973**	-	-	7,400	25,165	26,046	83,802	86,735	89,771	92,913	96,165	99,531	103,014	106,620	110,352	114,214	118,211	122,349	126,631	131,063	135,650	140,398	145,312	150,398	155,662	161,110	166,749	172,585	178,625	184,877	191,348	198,045	**3,520,741**
Midland Hospital	**739,959**	-	-	4,291	14,594	15,104	48,598	50,299	52,060	53,882	55,768	57,720	59,740	61,831	63,995	66,235	68,553	70,952	73,436	76,006	78,666	81,419	84,269	87,218	90,271	93,431	96,701	100,085	103,588	107,214	110,966	114,850	**2,041,740**
Midland College	**804,689**	-	-	4,667	15,870	16,426	52,850	54,699	56,614	58,595	60,646	62,769	64,966	67,240	69,593	72,029	74,550	77,159	79,860	82,655	85,548	88,542	91,641	94,848	98,168	101,604	105,160	108,840	112,650	116,592	120,673	124,897	**2,220,348**
Midland ISD	**8,504,612**	-	-	49,322	167,730	173,600	558,558	578,108	598,342	619,284	640,959	663,392	686,611	710,642	735,515	761,258	787,902	815,478	844,020	873,561	904,136	935,780	968,533	1,002,431	1,037,516	1,073,829	1,111,413	1,150,313	1,190,574	1,232,244	1,275,372	1,320,011	**23,466,435**
Total	**14,725,740**	-	-	**85,401**	**290,424**	**300,589**	**967,144**	**1,000,994**	**1,036,029**	**1,072,290**	**1,109,820**	**1,148,664**	**1,188,867**	**1,230,478**	**1,273,544**	**1,318,118**	**1,364,253**	**1,412,001**	**1,461,421**	**1,512,571**	**1,565,511**	**1,620,304**	**1,677,015**	**1,735,710**	**1,796,460**	**1,859,336**	**1,924,413**	**1,991,767**	**2,061,479**	**2,133,631**	**2,208,308**	**2,285,599**	**40,632,145**
PERSONAL PROPERTY		**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Auto Dealership	Taxable Value Per SF	90	93	96	100	103	107	111	115	119	123	127	131	136	141	146	151	156	162	167	173	179	185	192	199	205	213	220	228	236	244	253
	Cumulative SF	-	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	Taxable Value	-	-	**3,374,359**	**3,492,461**	**3,614,697**	**3,741,212**	**3,872,154**	**4,007,680**	**4,147,948**	**4,293,127**	**4,443,386**	**4,598,905**	**4,759,866**	**4,926,462**	**5,098,888**	**5,277,349**	**5,462,056**	**5,653,228**	**5,851,091**	**6,055,879**	**6,267,835**	**6,487,209**	**6,714,261**	**6,949,261**	**7,192,485**	**7,444,222**	**7,704,769**	**7,974,436**	**8,253,542**	**8,542,416**	**8,841,400**
Retail - QSR	Taxable Value Per SF	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	27	28	29	30	31	32	33	34	35	37	38	39	41	42
	Cumulative SF	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
	Taxable Value	-	-	-	**399,138**	**413,108**	**427,567**	**442,532**	**458,021**	**474,051**	**490,643**	**507,816**	**525,589**	**543,985**	**563,024**	**582,730**	**603,126**	**624,235**	**646,083**	**668,696**	**692,100**	**716,324**	**741,395**	**767,344**	**794,201**	**821,998**	**850,768**	**880,545**	**911,364**	**943,262**	**976,276**	**1,010,446**
	Taxable Value	-	-	**3,374,359**	**3,891,600**	**4,027,806**	**4,168,779**	**4,314,686**	**4,465,700**	**4,622,000**	**4,783,770**	**4,951,202**	**5,124,494**	**5,303,851**	**5,489,486**	**5,681,618**	**5,880,474**	**6,086,291**	**6,299,311**	**6,519,787**	**6,747,980**	**6,984,159**	**7,228,604**	**7,481,606**	**7,743,462**	**8,014,483**	**8,294,990**	**8,585,315**	**8,885,801**	**9,196,804**	**9,518,692**	**9,851,846**
	PV																															GROSS
City of Midland	**247,322**	-	-	11,833	13,646	14,124	14,618	15,130	15,660	16,208	16,775	17,362	17,970	18,599	19,250	19,923	20,621	21,342	22,089	22,862	23,663	24,491	25,348	26,235	27,153	28,104	29,087	30,105	31,159	32,250	33,378	34,547	**643,531**
Midland County	**92,803**	-	-	4,440	5,121	5,300	5,485	5,677	5,876	6,082	6,294	6,515	6,743	6,979	7,223	7,476	7,737	8,008	8,289	8,579	8,879	9,190	9,511	9,844	10,189	10,545	10,914	11,296	11,692	12,101	12,525	12,963	**241,472**
Midland Hospital	**53,818**	-	-	2,575	2,969	3,073	3,181	3,292	3,408	3,527	3,650	3,778	3,910	4,047	4,189	4,335	4,487	4,644	4,807	4,975	5,149	5,329	5,516	5,709	5,909	6,115	6,329	6,551	6,780	7,018	7,263	7,517	**140,034**
Midland College	**58,526**	-	-	2,800	3,229	3,342	3,459	3,580	3,706	3,835	3,970	4,109	4,252	4,401	4,555	4,715	4,880	5,050	5,227	5,410	5,599	5,795	5,998	6,208	6,426	6,650	6,883	7,124	7,373	7,632	7,899	8,175	**152,284**
Midland ISD	**618,547**	-	-	29,593	34,129	35,324	36,560	37,840	39,164	40,535	41,954	43,422	44,942	46,515	48,143	49,828	51,572	53,377	55,245	57,179	59,180	61,251	63,395	65,614	67,910	70,287	72,747	75,293	77,928	80,656	83,479	86,401	**1,609,461**
Total	**1,071,015**	-	-	**51,241**	**59,095**	**61,163**	**63,304**	**65,520**	**67,813**	**70,186**	**72,643**	**75,185**	**77,817**	**80,540**	**83,359**	**86,277**	**89,297**	**92,422**	**95,657**	**99,005**	**102,470**	**106,056**	**109,768**	**113,610**	**117,586**	**121,702**	**125,962**	**130,370**	**134,933**	**139,656**	**144,544**	**149,603**	**2,786,783**
SALES TAX		**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
Auto Dealership	Sales Per SF	100	104	107	111	115	119	123	127	132	136	141	146	151	156	162	168	173	179	186	192	199	206	213	221	228	236	245	253	262	271	281
	Cumulative SF	-	-	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
	Taxable Value	-	-	**3,749,288**	**3,880,513**	**4,016,331**	**4,156,902**	**4,302,394**	**4,452,977**	**4,608,832**	**4,770,141**	**4,937,096**	**5,109,894**	**5,288,740**	**5,473,846**	**5,665,431**	**5,863,721**	**6,068,951**	**6,281,364**	**6,501,212**	**6,728,755**	**6,964,261**	**7,208,010**	**7,460,291**	**7,721,401**	**7,991,650**	**8,271,357**	**8,560,855**	**8,860,485**	**9,170,602**	**9,491,573**	**9,823,778**
Retail - QSR	Sales Per SF	500	518	536	554	574	594	615	636	658	681	705	730	756	782	809	838	867	897	929	961	995	1,030	1,066	1,103	1,142	1,182	1,223	1,266	1,310	1,356	1,403
	Cumulative SF	-	-	-	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
	Taxable Value	-	-	-	**13,304,615**	**13,770,276**	**14,252,236**	**14,751,064**	**15,267,351**	**15,801,708**	**16,354,768**	**16,927,195**	**17,519,637**	**18,132,824**	**18,767,473**	**19,424,334**	**20,104,186**	**20,807,832**	**21,536,107**	**22,289,870**	**23,070,016**	**23,877,466**	**24,713,178**	**25,578,139**	**26,473,374**	**27,399,942**	**28,358,940**	**29,351,503**	**30,378,805**	**31,442,063**	**32,542,536**	**33,681,524**
	Taxable Value	-	-	**3,749,288**	**17,185,127**	**17,786,607**	**18,409,138**	**19,053,458**	**19,720,329**	**20,410,540**	**21,124,909**	**21,864,281**	**22,629,531**	**23,421,564**	**24,241,319**	**25,089,765**	**25,967,907**	**26,876,784**	**27,817,471**	**28,791,083**	**29,798,770**	**30,841,727**	**31,921,188**	**33,038,429**	**34,194,774**	**35,391,592**	**36,630,297**	**37,912,358**	**39,239,290**	**40,612,665**	**42,034,109**	**43,505,302**
	PV																															GROSS
City of Midland	-	-	-	37,493	171,851	177,866	184,091	190,535	197,203	204,105	211,249	218,643	226,295	234,216	242,413	250,898	259,679	268,768	278,175	287,911	297,988	308,417	319,212	330,384	341,948	353,916	366,303	379,124	392,393	406,127	420,341	435,053	**7,992,596**
MEDC	-	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County Hospital District	-	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County	-	-	-	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	**3,996,298**
	PV																															
Total	**3,749,147**	-	-	**46,866**	**214,814**	**222,333**	**230,114**	**238,168**	**246,504**	**255,132**	**264,061**	**273,304**	**282,869**	**292,770**	**303,016**	**313,622**	**324,599**	**335,960**	**347,718**	**359,889**	**372,485**	**385,522**	**399,015**	**412,980**	**427,435**	**442,395**	**457,879**	**473,904**	**490,491**	**507,658**	**525,426**	**543,816**	**9,990,745**
		2024	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**
SUMMARY																																
	PV																															GROSS
City of Midland	**6,663,146**	-	-	69,046	252,563	261,403	422,045	436,817	452,105	467,929	484,307	501,257	518,801	536,959	555,753	575,204	595,336	616,173	637,739	660,060	683,162	707,073	731,820	757,434	783,944	811,382	839,781	869,173	899,594	931,080	963,668	997,396	**18,019,009**
MEDC	**753,829**	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County	**2,876,434**	-	-	30,586	116,211	120,279	181,333	187,680	194,249	201,047	208,084	215,367	222,905	230,706	238,781	247,138	255,788	264,741	274,007	283,597	293,523	303,796	314,429	325,434	336,824	348,613	360,815	373,443	386,514	400,042	414,043	428,535	**7,758,512**
Midland Hospital	**1,547,607**	-	-	16,239	60,526	62,644	97,802	101,225	104,768	108,435	112,230	116,158	120,224	124,432	128,787	133,294	137,960	142,788	147,786	152,958	158,312	163,853	169,588	175,523	181,667	188,025	194,606	201,417	208,467	215,763	223,315	231,131	**4,179,924**
Midland College	**863,215**	-	-	7,467	19,099	19,768	56,309	58,280	60,320	62,431	64,616	66,877	69,218	71,641	74,148	76,743	79,429	82,209	85,087	88,065	91,147	94,337	97,639	101,056	104,593	108,254	112,043	115,964	120,023	124,224	128,572	133,072	**2,372,632**
Midland ISD	**9,123,159**	-	-	78,915	201,859	208,924	595,119	615,948	637,506	659,819	682,912	706,814	731,553	757,157	783,658	811,086	839,474	868,855	899,265	930,739	963,315	997,031	1,031,927	1,068,045	1,105,426	1,144,116	1,184,160	1,225,606	1,268,502	1,312,900	1,358,851	1,406,411	**25,075,896**
Total	**21,827,390**	-	-	**211,627**	**693,221**	**717,484**	**1,398,631**	**1,447,583**	**1,498,249**	**1,550,697**	**1,604,961**	**1,661,135**	**1,719,275**	**1,779,449**	**1,841,730**	**1,906,191**	**1,972,907**	**2,041,959**	**2,113,428**	**2,187,398**	**2,263,956**	**2,343,195**	**2,425,207**	**2,510,089**	**2,597,942**	**2,688,870**	**2,782,981**	**2,880,385**	**2,981,198**	**3,085,540**	**3,193,534**	**3,305,308**	**59,404,720**
PARTICIPATION																																
REAL PROPERTY	Taxable Value	-	-	5,623,931	19,125,383	19,794,772	63,689,678	65,918,817	68,225,975	70,613,885	73,085,371	75,643,359	78,290,876	81,031,057	83,867,144	86,802,494	89,840,581	92,985,001	96,239,476	99,607,858	103,094,133	106,702,428	110,437,013	114,302,308	118,302,889	122,443,490	126,729,012	131,164,528	135,755,286	140,506,721	145,424,456	150,514,312	
	PV																															GROSS
City of Midland	**1,700,253**	-	-	9,860	33,533	34,706	111,668	115,576	119,621	123,808	128,141	132,626	137,268	142,073	147,045	152,192	157,518	163,032	168,738	174,643	180,756	187,082	193,630	200,407	207,422	214,681	222,195	229,972	238,021	246,352	254,974	263,898	**4,691,441**
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**1,700,253**	-	-	**9,860**	**33,533**	**34,706**	**111,668**	**115,576**	**119,621**	**123,808**	**128,141**	**132,626**	**137,268**	**142,073**	**147,045**	**152,192**	**157,518**	**163,032**	**168,738**	**174,643**	**180,756**	**187,082**	**193,630**	**200,407**	**207,422**	**214,681**	**222,195**	**229,972**	**238,021**	**246,352**	**254,974**	**263,898**	**4,691,441**
PERSONAL PROPERTY	Taxable Value	-	-	3,374,359	3,891,600	4,027,806	4,168,779	4,314,686	4,465,700	4,622,000	4,783,770	4,951,202	5,124,494	5,303,851	5,489,486	5,681,618	5,880,474	6,086,291	6,299,311	6,519,787	6,747,980	6,984,159	7,228,604	7,481,606	7,743,462	8,014,483	8,294,990	8,585,315	8,885,801	9,196,804	9,518,692	9,851,846	
	PV																															GROSS
City of Midland	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	3,749,288	17,185,127	17,786,607	18,409,138	19,053,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,592	36,630,297	37,912,358	39,239,290	40,612,665	42,034,109	43,505,302	
City of Midland	-	-	-	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	**3,996,298**
	PV																															
Total	**1,422,320**	-	-	**18,746**	**85,926**	**88,933**	**92,046**	**95,267**	**98,602**	**102,053**	**105,625**	**109,321**	**113,148**	**117,108**	**121,207**	**125,449**	**129,840**	**134,384**	**139,087**	**143,955**	**148,994**	**154,209**	**159,606**	**165,192**	**170,974**	**176,958**	**183,151**	**189,562**	**196,196**	**203,063**	**210,171**	**217,527**	**3,996,298**
SUMMARY																																
	PV																															GROSS
City of Midland	**3,207,912**	-	-	28,607	119,458	123,639	203,713	210,843	218,223	225,861	233,766	241,948	250,416	259,180	268,252	277,641	287,358	297,415	307,825	318,599	329,750	341,291	353,236	365,600	378,396	391,639	405,347	419,534	434,218	449,415	465,145	481,425	**8,687,739**
MEDC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Midland College	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	**3,207,912**	-	-	**28,607**	**119,458**	**123,639**	**203,713**	**210,843**	**218,223**	**225,861**	**233,766**	**241,948**	**250,416**	**259,180**	**268,252**	**277,641**	**287,358**	**297,415**	**307,825**	**318,599**	**329,750**	**341,291**	**353,236**	**365,600**	**378,396**	**391,639**	**405,347**	**419,534**	**434,218**	**449,415**	**465,145**	**481,425**	**8,687,739**
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																
SUMMARY																																
	PV																															GROSS
City of Midland	**3,455,234**	-	-	40,440	133,105	137,763	218,332	225,973	233,882	242,068	250,541	259,310	268,385	277,779	287,501	297,564	307,979	318,758	329,914	341,461	353,412	365,782	378,584	391,835	405,549	419,743	434,434	449,639	465,377	481,665	498,523	515,971	**9,331,270**
MEDC	**753,829**	-	-	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	**1,998,149**
Midland County	**2,876,434**	-	-	30,586	116,211	120,279	181,333	187,680	194,249	201,047	208,084	215,367	222,905	230,706	238,781	247,138	255,788	264,741	274,007	283,597	293,523	303,796	314,429	325,434	336,824	348,613	360,815	373,443	386,514	400,042	414,043	428,535	**7,758,512**
Midland Hospital	**1,547,607**	-	-	16,239	60,526	62,644	97,802	101,225	104,768	108,435	112,230	116,158	120,224	124,432	128,787	133,294	137,960	142,788	147,786	152,958	158,312	163,853	169,588	175,523	181,667	188,025	194,606	201,417	208,467	215,763	223,315	231,131	**4,179,924**
Midland College	**863,215**	-	-	7,467	19,099	19,768	56,309	58,280	60,320	62,431	64,616	66,877	69,218	71,641	74,148	76,743	79,429	82,209	85,087	88,065	91,147	94,337	97,639	101,056	104,593	108,254	112,043	115,964	120,023	124,224	128,572	133,072	**2,372,632**
Midland ISD	**9,123,159**	-	-	78,915	201,859	208,924	595,119	615,948	637,506	659,819	682,912	706,814	731,553	757,157	783,658	811,086	839,474	868,855	899,265	930,739	963,315	997

HOT Generated

Revenue Year		0 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038
Hotel Rooms		0	0	0	0	0	75	75	75	75	75	75	75	75	75	75
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	-	-	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375
# of Occupied Rooms		-	-	-	0	0	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163
Average Daily Rate		$ 150.00	$ 155.25	$ 160.68	$ 166.31	$ 172.13	$ 178.15	$ 184.39	$ 190.84	$ 197.52	$ 204.43	$ 211.59	$ 219.00	$ 226.66	$ 234.59	$ 242.80
Annual Taxable Revenue		$ -	$ -	$ -	$ -	$ -	$ 3,413,856	$ 3,533,341	$ 3,657,008	$ 3,785,003	$ 3,917,478	$ 4,054,590	$ 4,196,500	$ 4,343,378	$ 4,495,396	$ 4,652,735
City Tax Rate	7%	$ -	$ -	$ -	$ -	$ -	$ 238,970	$ 247,334	$ 255,991	$ 264,950	$ 274,223	$ 283,821	$ 293,755	$ 304,036	$ 314,678	$ 325,691
State Tax Rate	6%	$ -	$ -	$ -	$ -	$ -	$ 204,831	$ 212,000	$ 219,420	$ 227,100	$ 235,049	$ 243,275	$ 251,790	$ 260,603	$ 269,724	$ 279,164
		$ -	$ -	$ -	$ -	$ -	$ 443,801	$ 459,334	$ 475,411	$ 492,050	$ 509,272	$ 527,097	$ 545,545	$ 564,639	$ 584,402	$ 604,856

	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	
	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	75	
	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	27,375	
	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	19,163	
$	251.30	$ 260.10	$ 269.20	$ 278.62	$ 288.38	$ 298.47	$ 308.91	$ 319.73	$ 330.92	$ 342.50	$ 354.49	$ 366.89	$ 379.74	$ 393.03	$ 406.78	$ 421.02	
$	4,815,581	$ 4,984,126	$ 5,158,571	$ 5,339,121	$ 5,525,990	$ 5,719,399	$ 5,919,578	$ 6,126,764	$ 6,341,200	$ 6,563,142	$ 6,792,852	$ 7,030,602	$ 7,276,673	$ 7,531,357	$ 7,794,954	$ 8,067,778	
$	337,091	$ 348,889	$ 361,100	$ 373,738	$ 386,819	$ 400,358	$ 414,370	$ 428,873	$ 443,884	$ 459,420	$ 475,500	$ 492,142	$ 509,367	$ 527,195	$ 545,647	$ 564,744	**$9,872,588**
$	288,935	$ 299,048	$ 309,514	$ 320,347	$ 331,559	$ 343,164	$ 355,175	$ 367,606	$ 380,472	$ 393,789	$ 407,571	$ 421,836	$ 436,600	$ 451,881	$ 467,697	$ 484,067	**$8,462,218**
$	626,026	$ 647,936	$ 670,614	$ 694,086	$ 718,379	$ 743,522	$ 769,545	$ 796,479	$ 824,356	$ 853,209	$ 883,071	$ 913,978	$ 945,968	$ 979,076	$ 1,013,344	$ 1,048,811	$18,334,806

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX				BUSINESS PERSONAL PROPERTY TAX				SALES TAX			
City of Midland	0.3506620	50%	0.1753310	City of Midland	0.3506620	0%	0.0000000	City of Midland	0.0100000	50%	0.0050000
Midland County	0.1315790	0%	0.0000000	Midland County	0.1315790	0%	0.0000000	MEDC	0.0025000	0%	0.0000000
Midland Hospital	0.0763050	0%	0.0000000	Midland Hospital	0.0763050	0%	0.0000000	Midland County Hospital District	0.0025000	0%	0.0000000
Midland College	0.0829800	0%	0.0000000	Midland College	0.0829800	0%	0.0000000	Midland County	0.0050000	0%	0.0000000
Midland ISD	0.8770000	0%	0.0000000	Midland ISD	0.8770000	0%	0.0000000		0.0200000		0.0050000
	1.5185260		0.1753310		1.5185260		0.0000000				

REVENUE YEAR	TAX BASE YEAR 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	TOTALS	
REAL PROPERTY																																	
BASE YEAR																																	
City of Midland	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland County	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland Hospital	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland College	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland ISD	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
TAXABLE VALUE																																	
City of Midland		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland County		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland Hospital		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland College		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland ISD		547,038,243	566,184,581	586,001,042	606,511,078	627,738,966	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,068,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
TAXABLE VALUE INCREMENT																																	
City of Midland		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland County		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland Hospital		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland College		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland ISD		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		32,434	66,004	100,748	136,709	173,928	212,449	252,319	293,585	336,295	380,499	426,251	473,604	522,614	573,340	625,841	680,180	736,421	794,630	854,876	917,231	981,768	1,048,564	1,117,698	1,189,252	1,263,310	1,339,960	1,419,293	1,501,403	1,586,386	1,674,344	21,711,935	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		32,434	66,004	100,748	136,709	173,928	212,449	252,319	293,585	336,295	380,499	426,251	473,604	522,614	573,340	625,841	680,180	736,421	794,630	854,876	917,231	981,768	1,048,564	1,117,698	1,189,252	1,263,310	1,339,960	1,419,293	1,501,403	1,586,386	1,674,344	21,711,935	
SALES TAX																																	
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
BASE YEAR	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740	68,623,740		
ANNUAL VALUE		71,025,571	73,511,466	76,084,367	78,747,320	81,503,476	84,356,098	87,308,561	90,364,361	93,527,114	96,800,563	100,188,582	103,695,183	107,324,514	111,080,872	114,968,703	118,992,607	123,157,348	127,467,856	131,929,231	136,546,754	141,325,890	146,272,296	151,391,827	156,690,540	162,174,709	167,850,824	173,725,603	179,805,999	186,099,209	192,612,681		
ANNUAL INCREMENT		2,401,831	4,887,726	7,460,627	10,123,580	12,879,736	15,732,358	18,684,821	21,740,621	24,903,374	28,176,823	31,564,842	35,071,443	38,700,774	42,457,132	46,344,963	50,368,867	54,533,608	58,844,116	63,305,491	67,923,014	72,702,150	77,648,556	82,768,087	88,066,800	93,550,969	99,227,084	105,101,863	111,182,259	117,475,469	123,988,941		
REVENUE A1																																	
City of Midland		12,009	24,439	37,303	50,618	64,399	78,662	93,424	108,703	124,517	140,884	157,824	175,357	193,504	212,286	231,725	251,844	272,668	294,221	316,527	339,615	363,511	388,243	413,840	440,334	467,755	496,135	525,509	555,911	587,377	619,945	8,039,090	City of Midland
MEDC		0																														0	MEDC
Midland County Hospital District		0																														0	Midland County Hospital District
Midland County		0																														0	Midland County
		12,009	24,439	37,303	50,618	64,399	78,662	93,424	108,703	124,517	140,884	157,824	175,357	193,504	212,286	231,725	251,844	272,668	294,221	316,527	339,615	363,511	388,243	413,840	440,334	467,755	496,135	525,509	555,911	587,377	619,945	8,039,090	
REVENUE 1	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REAL PROPERTY TAX		0	5,623,931	19,125,383	19,794,772	63,689,678	65,918,817	68,225,975	70,613,885	73,085,371	75,643,359	78,290,876	81,031,057	83,867,144	86,802,494	89,840,581	92,985,001	96,239,476	99,607,858	103,094,133	106,702,428	110,437,013	114,302,308	118,302,889	122,443,490	126,729,012	131,164,528	135,755,286	140,506,721	145,424,456	150,514,312		
BUSINESS PERSONAL PROPERTY		0	3,374,359	3,891,600	4,027,806	4,168,779	4,314,686	4,465,700	4,622,000	4,783,770	4,951,202	5,124,494	5,303,651	5,489,486	5,681,618	5,880,474	6,086,291	6,299,311	6,519,787	6,747,980	6,984,159	7,228,604	7,481,606	7,743,462	8,014,483	8,294,990	8,585,315	8,885,801	9,196,804	9,518,692	9,851,846		
City of Midland		0	9,860	33,533	34,706	111,668	115,576	119,621	123,808	128,141	132,626	137,268	142,073	147,045	152,192	157,518	163,032	168,738	174,643	180,756	187,082	193,630	200,407	207,422	214,681	222,195	229,972	238,021	246,352	254,974	263,898	4,691,441	City of Midland
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
Midland Hospital		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland Hospital
Midland College		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland College
Midland ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland ISD
		0	9,860	33,533	34,706	111,668	115,576	119,621	123,808	128,141	132,626	137,268	142,073	147,045	152,192	157,518	163,032	168,738	174,643	180,756	187,082	193,630	200,407	207,422	214,681	222,195	229,972	238,021	246,352	254,974	263,898	4,691,441	
REVENUE 2 - SALES TAX																																	
SALES		0	3,749,288	17,185,127	17,786,607	18,409,138	19,053,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,592	36,630,297	37,912,358	39,239,290	40,612,665	42,034,109	43,505,302		
City of Midland		0	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	3,996,298	City of Midland
MEDC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	MEDC
Midland County Hospital District		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County Hospital District
Midland County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Midland County
		0	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	3,996,298	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
		0	0	0	0	3,413,856	3,533,341	3,657,008	3,785,003	3,917,478	4,054,590	4,196,500	4,343,378	4,495,396	4,652,735	4,815,581	4,984,126	5,158,571	5,339,121	5,525,990	5,719,399	5,919,578	6,126,764	6,341,200	6,563,142	6,792,852	7,030,602	7,276,673	7,531,357	7,794,954	8,067,778		
City of Midland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Midland
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A. A1. 1. 2. 3		44,443	119,049	257,510	310,966	442,040	501,955	563,966	628,149	694,577	763,331	834,491	908,142	984,370	1,063,266	1,144,924	1,229,440	1,316,914	1,407,449	1,501,153	1,598,137	1,698,515	1,802,407	1,909,934	2,021,225	2,136,412	2,255,629	2,379,020	2,506,729	2,638,908	2,775,713	38,438,763	
Running Total		44,443	163,493	421,002	731,968	1,174,008	1,675,963	2,239,929	2,868,078	3,562,655	4,325,986	5,160,477	6,068,618	7,052,988	8,116,254	9,261,179	10,490,618	11,807,532	13,214,981	14,716,134	16,314,271	18,012,786	19,815,193	21,725,127	23,746,352	25,882,764	28,138,393	30,517,413	33,024,142	35,663,050	38,438,763		
GROSS	38,438,763																															
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
City of Midland		$ 44,443	$ 119,049	$ 257,510	$ 310,966	$ 442,040	$ 501,955	$ 563,966	$ 628,149	$ 694,577	$ 763,331	$ 834,491	$ 908,142	$ 984,370	$ 1,063,266	$ 1,144,924	$ 1,229,440	$ 1,316,914	$ 1,407,449	$ 1,501,153	$ 1,598,137	$ 1,698,515	$ 1,802,407	$ 1,909,934	$ 2,021,225	$ 2,136,412	$ 2,255,629	$ 2,379,020	$ 2,506,729	$ 2,638,908	$ 2,775,713	38,438,763	City of Midland
Midland County		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland County
Midland Hospital		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland Hospital
Midland College		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland College
Midland ISD		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	Midland ISD
		44,443	119,049	257,510	310,966	442,040	501,955	563,966	628,149	694,577	763,331	834,491	908,142	984,370	1,063,266	1,144,924	1,229,440	1,316,914	1,407,449	1,501,153	1,598,137	1,698,515	1,802,407	1,909,934	2,021,225	2,136,412	2,255,629	2,379,020	2,506,729	2,638,908	2,775,713	38,438,763	TOTAL

DAVID PETTIT Economic Development

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TAXABLE BASE YEAR GROWTH 3.50%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

BUSINESS PERSONAL PROPERTY TAX			
City of Midland	0.3506620	100%	0.3506620
Midland County	0.1315790	100%	0.1315790
Midland Hospital	0.0763050	100%	0.0763050
Midland College	0.0829800	100%	0.0829800
Midland ISD	0.8770000	100%	0.8770000
	1.5185260		1.5185260

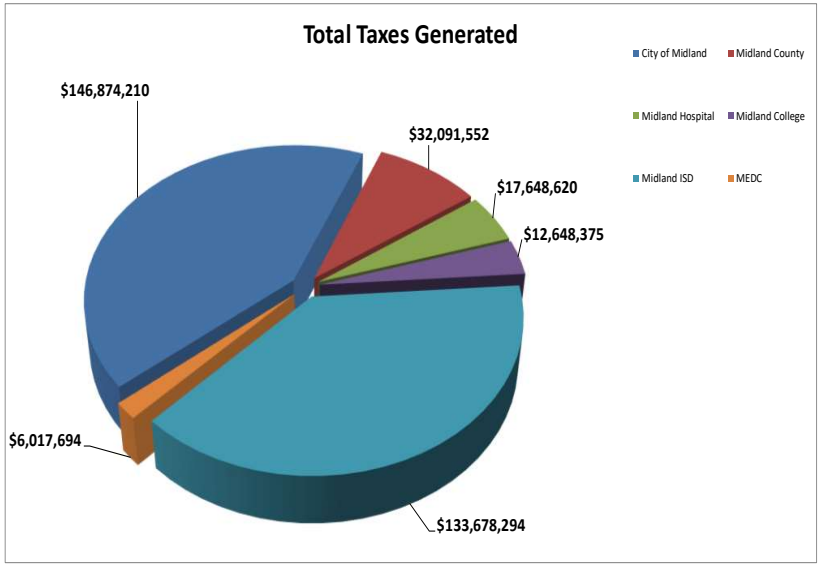
SALES TAX			
City of Midland	0.0100000	100%	0.0100000
MEDC	0.0025000	100%	0.0025000
Midland County Hospital District	0.0025000	100%	0.0025000
Midland County	0.0050000	100%	0.0050000
	0.0200000		0.0200000

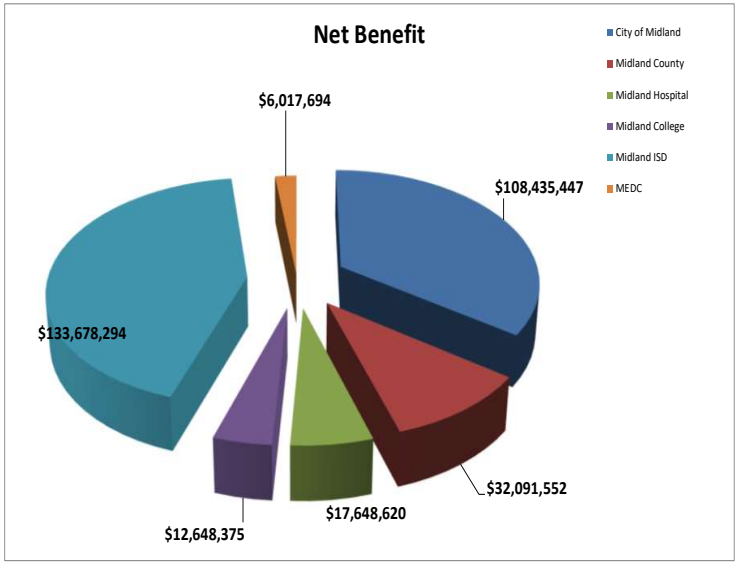
REVENUE YEAR	TAX BASE YEAR 2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039	16 2040	17 2041	18 2042	19 2043	20 2044	21 2045	22 2046	23 2047	24 2048	25 2049	26 2050	27 2051	28 2052	29 2053	30 2054	TOTALS	
BASE YEAR																																	
City of Midland	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland County	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland Hospital	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland College	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
Midland ISD	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365	528,539,365		
TAXABLE VALUE																																	
City of Midland		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland County		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland Hospital		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland College		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
Midland ISD		547,038,243	566,184,581	586,001,042	606,511,078	627,738,986	649,709,830	672,449,674	695,985,412	720,344,902	745,556,973	771,651,467	798,659,269	826,612,343	855,543,775	885,487,807	916,479,880	948,556,676	981,756,160	1,016,117,625	1,051,681,742	1,088,490,603	1,126,587,774	1,166,018,347	1,206,828,989	1,249,088,003	1,292,785,383	1,338,032,872	1,384,864,022	1,433,334,263	1,483,500,962		
TAXABLE VALUE INCREMENT																																	
City of Midland		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland County		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland Hospital		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland College		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
Midland ISD		18,498,878	37,645,216	57,461,677	77,971,713	99,199,601	121,170,465	143,910,309	167,446,047	191,805,537	217,017,608	243,112,102	270,119,904	298,072,978	327,004,410	356,948,442	387,940,515	420,017,311	453,216,795	487,578,260	523,142,377	559,951,238	598,048,409	637,478,982	678,289,624	720,528,638	764,246,018	809,493,507	856,324,657	904,794,898	954,961,597		
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Midland		64,869	132,007	201,496	273,417	347,855	424,899	504,639	587,170	672,589	760,998	852,502	947,208	1,045,229	1,146,680	1,251,683	1,360,360	1,472,841	1,589,259	1,709,752	1,834,462	1,963,536	2,097,129	2,235,397	2,378,504	2,526,620	2,679,920	2,838,586	3,002,805	3,172,772	3,348,687	43,423,870	City of Midland
Midland County		24,341	49,533	75,607	102,594	130,526	159,435	189,356	220,324	252,376	285,550	319,884	355,421	392,201	430,269	469,669	510,448	552,655	596,338	641,551	688,346	736,778	786,906	838,788	892,487	948,064	1,005,587	1,065,123	1,126,743	1,190,520	1,256,529	16,293,951	Midland County
Midland Hospital		14,116	28,725	43,846	59,496	75,694	92,459	109,811	127,770	146,357	165,595	185,507	206,115	227,445	249,521	272,370	296,018	320,494	345,827	372,047	399,184	427,271	456,341	486,428	517,569	549,799	583,158	617,684	653,419	690,404	728,683	9,449,152	Midland Hospital
Midland College		15,350	31,238	47,682	64,701	82,316	100,547	119,417	138,947	159,160	180,081	201,734	224,145	247,341	271,348	296,196	321,913	348,530	376,079	404,592	434,104	464,648	496,261	528,980	562,845	597,895	634,171	671,718	710,578	750,799	792,427	10,275,743	Midland College
Midland ISD		162,235	330,149	503,939	683,812	869,980	1,062,665	1,262,093	1,468,502	1,682,135	1,903,244	2,132,093	2,368,952	2,614,100	2,867,829	3,130,438	3,402,238	3,683,552	3,974,711	4,276,061	4,587,959	4,910,772	5,244,885	5,590,691	5,948,600	6,319,036	6,702,438	7,099,258	7,509,967	7,935,051	8,375,013	108,602,398	Midland ISD
		280,910	571,652	872,570	1,184,021	1,506,372	1,840,005	2,185,315	2,542,712	2,912,617	3,295,469	3,691,720	4,101,841	4,526,316	4,965,647	5,420,355	5,890,976	6,378,072	6,882,215	7,404,003	7,944,053	8,503,005	9,081,521	9,680,284	10,300,004	10,941,415	11,605,274	12,292,369	13,003,913	13,739,546	14,501,346	188,045,114	
SALES TAX																																	
BASE YEAR	2024 68,623,740	2025 68,623,740	2026 68,623,740	2027 68,623,740	2028 68,623,740	2029 68,623,740	2030 68,623,740	2031 68,623,740	2032 68,623,740	2033 68,623,740	2034 68,623,740	2035 68,623,740	2036 68,623,740	2037 68,623,740	2038 68,623,740	2039 68,623,740	2040 68,623,740	2041 68,623,740	2042 68,623,740	2043 68,623,740	2044 68,623,740	2045 68,623,740	2046 68,623,740	2047 68,623,740	2048 68,623,740	2049 68,623,740	2050 68,623,740	2051 68,623,740	2052 68,623,740	2053 68,623,740	2054 68,623,740		
ANNUAL VALUE		71,025,571	73,511,466	76,084,367	78,747,320	81,503,476	84,356,098	87,308,561	90,364,361	93,527,114	96,800,563	100,188,582	103,695,183	107,324,514	111,080,872	114,968,703	118,992,607	123,157,348	127,467,856	131,929,231	136,546,754	141,325,890	146,272,296	151,391,827	156,690,540	162,174,709	167,850,824	173,725,603	179,805,999	186,099,209	192,612,681		
ANNUAL INCREMENT		2,401,831	4,887,726	7,460,627	10,123,580	12,879,736	15,732,358	18,684,821	21,740,621	24,903,374	28,176,823	31,564,842	35,071,443	38,700,774	42,457,132	46,344,963	50,368,867	54,533,608	58,844,116	63,305,491	67,923,014	72,702,150	77,648,556	82,768,087	88,066,800	93,550,969	99,227,084	105,101,863	111,182,259	117,475,469	123,988,941		
REVENUE A1																																	
City of Midland		24,018	48,677	74,606	101,236	128,797	157,324	186,848	217,406	249,034	281,768	315,648	350,714	387,008	424,571	463,450	503,689	545,336	588,441	633,055	679,230	727,021	776,486	827,681	880,668	935,510	992,271	1,051,019	1,111,823	1,174,755	1,239,889	16,078,179	City of Midland
MEDC		6,005	12,219	18,652	25,309	32,199	39,331	46,712	54,352	62,258	70,442	78,912	87,679	96,752	106,143	115,862	125,922	136,334	147,110	158,264	169,808	181,755	194,121	206,920	220,167	233,877	248,068	262,755	277,956	293,689	309,972	4,019,545	MEDC
Midland County Hospital District		6,005	12,219	18,652	25,309	32,199	39,331	46,712	54,352	62,258	70,442	78,912	87,679	96,752	106,143	115,862	125,922	136,334	147,110	158,264	169,808	181,755	194,121	206,920	220,167	233,877	248,068	262,755	277,956	293,689	309,972	4,019,545	Midland County Hospital District
Midland County		12,009	24,439	37,303	50,618	64,399	78,662	93,424	108,703	124,517	140,884	157,824	175,357	193,504	212,286	231,725	251,844	272,668	294,221	316,527	339,615	363,511	388,243	413,840	440,334	467,755	496,135	525,509	555,911	587,377	619,945	8,039,090	Midland County
		48,037	97,755	149,213	202,472	257,595	314,647	373,696	434,812	498,067	563,536	631,297	701,429	774,015	849,143	926,899	1,007,377	1,090,672	1,176,882	1,266,110	1,358,460	1,454,043	1,552,971	1,655,352	1,761,336	1,871,019	1,984,542	2,102,037	2,223,645	2,349,509	2,479,778	32,156,359	
HOT TAX																																	
BASE YEAR	2024 36,267,244	2025 36,267,244	2026 36,267,244	2027 36,267,244	2028 36,267,244	2029 36,267,244	2030 36,267,244	2031 36,267,244	2032 36,267,244	2033 36,267,244	2034 36,267,244	2035 36,267,244	2036 36,267,244	2037 36,267,244	2038 36,267,244	2039 36,267,244	2040 36,267,244	2041 36,267,244	2042 36,267,244	2043 36,267,244	2044 36,267,244	2045 36,267,244	2046 36,267,244	2047 36,267,244	2048 36,267,244	2049 36,267,244	2050 36,267,244	2051 36,267,244	2052 36,267,244	2053 36,267,244	2054 36,267,244		
ANNUAL VALUE		37,536,598	38,850,378	40,210,142	41,617,497	43,074,109	44,581,703	46,142,062	47,757,035	49,428,531	51,158,529	52,949,078	54,802,296	56,720,376	58,705,589	60,760,285	62,886,895	65,087,936	67,366,014	69,723,824	72,164,158	74,689,904	77,304,050	80,009,692	82,810,031	85,708,382	88,708,176	91,812,962	95,026,416	98,352,340	101,794,672		
ANNUAL INCREMENT		1,269,354	2,583,134	3,942,898	5,350,253	6,806,865	8,314,459	9,874,818	11,489,791	13,161,287	14,891,285	16,681,834	18,535,052	20,453,132	22,438,345	24,493,041	26,619,651	28,820,692	31,098,770	33,456,580	35,896,914	38,422,660	41,036,806	43,742,448	46,542,787	49,441,138	52,440,932	55,545,718	58,759,172	62,085,096	65,527,428		
REVENUE A2																																	
City of Midland		88,855	180,819	276,003	374,518	476,481	582,012	691,237	804,285	921,290	1,042,390	1,167,728	1,297,454	1,431,719	1,570,684	1,714,513	1,863,376	2,017,448	2,176,914	2,341,961	2,512,784	2,689,586	2,872,576	3,061,971	3,257,995	3,460,880	3,670,865	3,888,200	4,113,142	4,345,997	4,586,920	59,480,564	
REVENUE 1	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
REAL PROPERTY TAX		5,623,931	19,125,383	19,794,772	63,689,678	65,918,817	68,225,975	70,613,885	73,085,371	75,643,359	78,290,876	81,031,057	83,867,144	86,802,494	89,840,581	92,985,001	96,239,476	99,607,858	103,094,133	106,702,428	110,437,013	114,302,308	118,302,889	122,443,490	126,729,012	131,164,528	135,755,286	140,506,721	145,424,456	150,514,312		
BUSINESS PERSONAL PROPERTY		3,374,359	3,891,600	4,027,806	4,168,779	4,314,686	4,465,700	4,622,000	4,783,770	4,951,202	5,124,494	5,303,851	5,489,486	5,681,618	5,880,474	6,086,291	6,299,311	6,519,787	6,747,980	6,984,159	7,228,604	7,481,606	7,743,462	8,014,483	8,294,990	8,585,315	8,885,801	9,196,804	9,518,692	9,851,846		
City of Midland		31,554	80,712	83,537	237,954	246,282	254,902	263,824	273,057	282,614	292,506	302,744	313,340	324,307	335,657	347,405	359,565	372,149	385,175	398,656	412,609	427,050	441,997	457,467	473,478	490,050	507,201	524,953	543,327	562,343	10,026,413	City of Midland
Midland County		11,840	30,286	31,346	89,287	92,413	95,647	98,995	102,459	106,046	109,757	113,599	117,575	121,690	125,949	130,357	134,920	139,642	144,529	149,588	154,823	160,242	165,851	171,655	177,663	183,881	190,317	196,978	203,873	211,008	3,762,214	Midland County
Midland Hospital		6,866	17,563	18,178	51,779	53,592	55,467	57,409	59,418	61,498	63,650	65,878	68,184	70,570	73,040	75,596	78,242	80,981	83,815	86,749	89,785	92,927	96,180	99,546	103,030	106,636	110,368	114,231	118,229	122,367	2,181,775	Midland Hospital
Midland College		7,467	19,099	19,768	56,309	58,280	60,320	62,431	64,616	66,877	69,218	71,641	74,148	76,743	79,429	82,209	85,087	88,065	91,147	94,337	97,639	101,056	104,593	108,254	112,043	115,964	120,023	124,224	128,572	133,072	2,372,632	Midland College
Midland ISD		78,915	201,859	208,924	595,119	615,948	637,506	659,819	682,912	706,814	731,553	757,157	783,658	811,086	839,474	868,855	899,265	930,739	963,315	997,031	1,031,927	1,068,045	1,105,426	1,144,116	1,184,160	1,225,606	1,268,502	1,312,900	1,358,851	1,406,411	25,075,896	Midland ISD
	0	136,641	349,519	361,752	1,030,448	1,066,514	1,103,842	1,142,476	1,182,463	1,223,849	1,266,684	1,311,018	1,356,904	1,404,395	1,453,549	1,504,423	1,557,078	1,611,576	1,667,981	1,726,360	1,786,783	1,849,320	1,914,047	1,981,038	2,050,378	2,122,138	2,196,413	2,273,287	2,352,852	2,435,202	43,418,928	
REVENUE 2 - SALES TAX																																	
SALES	0	3,749,288	17,185,127	17,786,607	18,409,138	19,053,458	19,720,329	20,410,540	21,124,909	21,864,281	22,629,531	23,421,564	24,241,319	25,089,765	25,967,907	26,876,784	27,817,471	28,791,083	29,798,770	30,841,727	31,921,188	33,038,429	34,194,774	35,391,592	36,630,297	37,912,358	39,239,290	40,612,665	42,034,109	43,505,302		
City of Midland	0	37,493	171,851	177,866	184,091	190,535	197,203	204,105	211,249	218,643	226,295	234,216	242,413	250,898	259,679	268,768	278,175	287,911	297,988	308,417	319,212	330,384	341,948	353,916	366,303	379,124	392,393	406,127	420,341	435,053	7,992,596	City of Midland
MEDC	0	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	1,998,149	MEDC
Midland County Hospital District	0	9,373	42,963	44,467	46,023	47,634	49,301	51,026	52,812	54,661	56,574	58,554	60,603	62,724	64,920	67,192	69,544	71,978	74,497	77,104	79,803	82,596	85,487	88,479	91,576	94,781	98,098	101,532	105,085	108,763	1,998,149	Midland County Hospital District
Midland County	0	18,746	85,926	88,933	92,046	95,267	98,602	102,053	105,625	109,321	113,148	117,108	121,207	125,449	129,840	134,384	139,087	143,955	148,994	154,209	159,606	165,192	170,974	176,958	183,151	189,562	196,196	203,063	210,171	217,527	3,996,298	Midland County
	0	74,986	343,703	355,732	368,183	381,069	394,407	408,211	422,498	437,286	452,591	468,431	484,826	501,795	519,358	537,536	556,349	575,822	595,975	616,835	638,424	660,769	683,895	707,832	732,606	758,247	784,786	812,253	840,682	870,106	15,985,192	
REVENUE 3 - HOTEL OCCUPANCY TAX																																	
	0	0	0	0	3,413,856	3,533,341	3,657,008	3,785,003	3,917,478	4,054,590	4,196,500	4,343,378	4,495,396	4,652,735	4,815,581	4,984,126	5,158,571	5,339,121	5,525,990	5,719,399	5,919,578	6,126,764	6,341,200	6,563,142	6,792,852	7,030,602	7,276,673	7,531,357	7,794,954	8,067,778		
City of Midland	0	0	0	0	238,970	247,334	255,991	264,950	274,223	283,821	293,755	304,036	314,678	325,691	337,091	348,889	361,100	373,738	386,819	400,358	414,370	428,873	443,884	459,420	475,500	492,142	509,367	527,195	545,647	564,744		City of Midland
	0	0	0	0	238,970	247,334	255,991	264,950	274,223	283,821	293,755	304,036	314,678	325,691	337,091	348,889	361,100	373,738	386,819	400,358	414,370	428,873	443,884	459,420	475,500	492,142	509,367	527,195	545,647	564,744	9,872,588	
REVENUE A, A1, A2, 1, 2, 3		417,802	1,061,853	1,991,007	2,478,494	3,878,048	4,431,581	5,004,488	5,597,447	6,211,159	6,846,351	7,503,775	8,184,209	8,888,458	9,617,356	10,371,765	11,152,578	11,960,720	12,797,147	13,662,849	14,558,880	15,486,212	16,446,031	17,439,443	18,467,625	19,531,794	20,633,208	21,773,172	22,953,035	24,174,193	25,438,091	348,958,745	
Running Total		417,802	1,479,655	3,470,662	5,949,157	9,827,205	14,258,786	19,263,274	24,860,721	31,071,880	37,918,232	45,422,007	53,606,217	62,494,675	72,112,031	82,483,795	93,636,374	105,597,094	118,394,241	132,057,090	146,615,940	162,102,152	178,548,182	195,987,625	214,455,251	233,987,045	254,620,253	276,393,426	299,346,461	323,520,653	348,958,745		
GROSS 348,958,745		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054		
City of Midland		$ 177,742	$ 430,751	$ 804,668	$ 1,010,573	$ 1,614,148	$ 1,848,385	$ 2,090,820	$ 2,341,740	$ 2,601,443	$ 2,870,235	$ 3,148,435	$ 3,436,372	$ 3,734,386	$ 4,042,831	$ 4,362,072	$ 4,692,486	$ 5,034,465	$ 5,388,413	$ 5,754,749	$ 6,133,907	$ 6,526,335	$ 6,932,498	$ 7,352,877	$ 7,787,969	$ 8,238,290	$ 8,704,372	$ 9,186,766	$ 9,686,045	$ 10,202,798	$ 10,737,637	146,674,210	City of Midland
Midland County		$ 36,350	$ 104,558	$ 229,122	$ 273,491	$ 376,258	$ 425,777	$ 477,028	$ 530,074	$ 584,977	$ 641,801	$ 700,613	$ 761,485	$ 824,486	$ 889,693	$ 957,182	$ 1,027,034	$ 1,099,329	$ 1,174,156	$ 1,251,601	$ 1,331,757	$ 1,414,718	$ 1,500,583	$ 1,589,453	$ 1,681,434	$ 1,776,634	$ 1,875,166	$ 1,977,147	$ 2,082,696	$ 2,191,941	$ 2,305,008	32,091,552	Midland County
Midland Hospital		$ 20,120	$ 57,184	$ 123,024	$ 147,450	$ 205,696	$ 233,015	$ 261,291	$ 290,556	$ 320,846	$ 352,196	$ 384,643	$ 418,225	$ 452,983	$ 488,958	$ 526,192	$ 564,728	$ 604,614	$ 645,896	$ 688,622	$ 732,844	$ 778,614	$ 825,986	$ 875,015	$ 925,761	$ 978,283	$ 1,032,643	$ 1,088,905	$ 1,147,137	$ 1,207,407	$ 1,269,786	17,648,620	Midland Hospital
Midland College		$ 15,350	$ 38,705	$ 66,781	$ 84,469	$ 138,625	$ 158,827	$ 179,736	$ 201,377	$ 223,776	$ 246,959	$ 270,952	$ 295,786	$ 321,489	$ 348,092	$ 375,625	$ 404,122	$ 433,617	$ 464,144	$ 495,739	$ 528,441	$ 562,286	$ 597,317	$ 633,573	$ 671,099	$ 709,938	$ 750,136	$ 791,741	$ 834,802	$ 879,371	$ 925,499	12,648,375	Midland College
Midland ISD		$ 162,235	$ 409,064	$ 705,798	$ 892,736	$ 1,465,099	$ 1,678,613	$ 1,899,599	$ 2,128,321	$ 2,365,047	$ 2,610,059	$ 2,863,646	$ 3,126,109	$ 3,397,758	$ 3,678,914	$ 3,969,911	$ 4,271,094	$ 4,582,817	$ 4,905,451	$ 5,239,377	$ 5,584,990	$ 5,942,700	$ 6,312,929	$ 6,696,117	$ 7,092,716	$ 7,503,157	$ 7,928,044	$ 8,367,760	$ 8,822,867	$ 9,293,903	$ 9,781,424	133,678,294	Midland ISD
MEDC		$ 6,005	$ 21,588	$ 61,614	$ 69,775	$ 78,222	$ 86,965	$ 96,013	$ 105,378	$ 115,071	$ 125,103	$ 135,486	$ 146,233	$ 157,355	$ 168,867	$ 180,782	$ 193,114	$ 205,878	$ 219,088	$ 232,761	$ 246,912	$ 261,558	$ 276,717	$ 292,407	$ 308,646	$

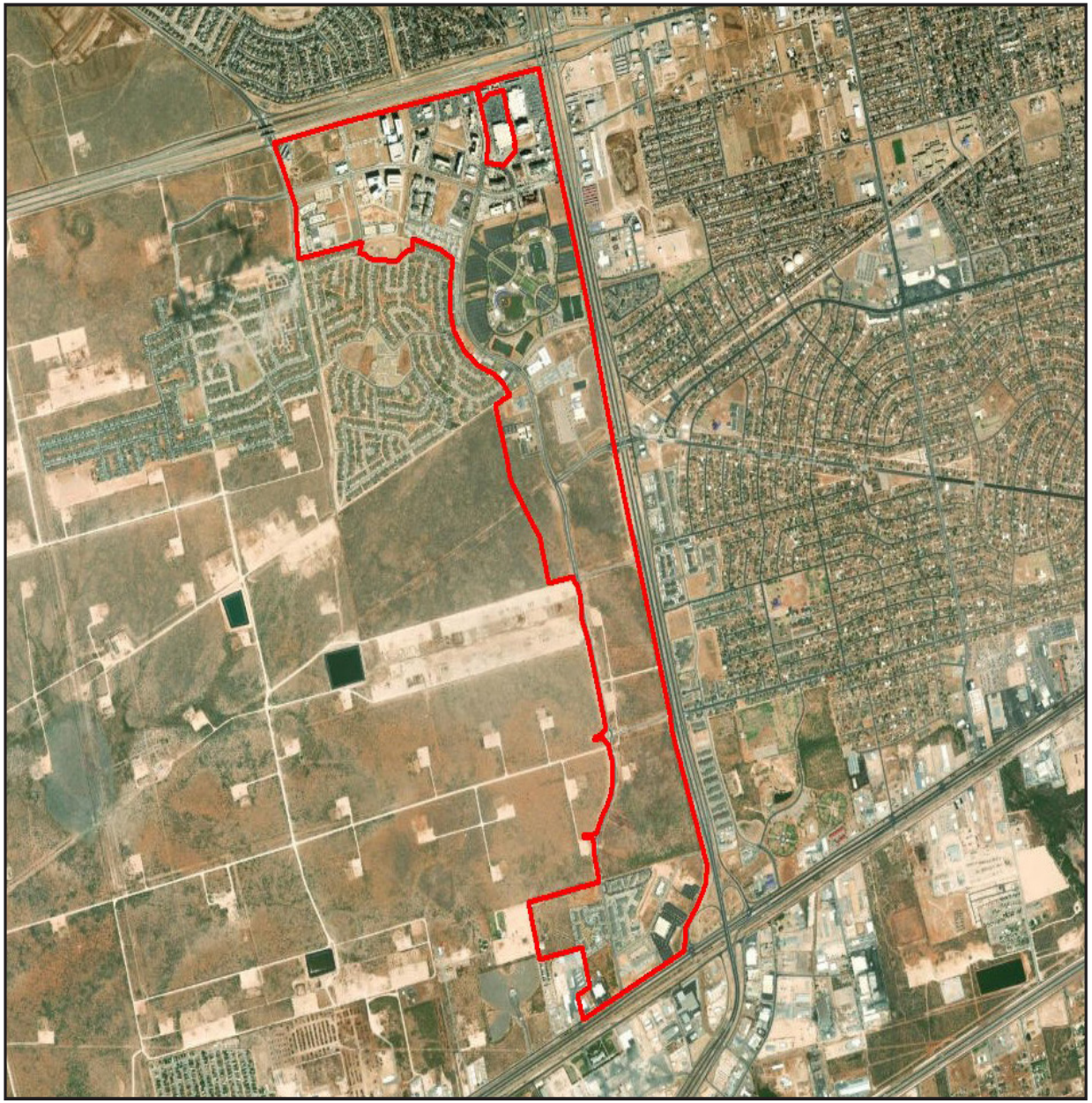
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$146,874,210	$38,438,763	$108,435,447
Midland County	$32,091,552	$0	$32,091,552
Midland Hospital	$17,648,620	$0	$17,648,620
Midland College	$12,648,375	$0	$12,648,375
Midland ISD	$133,678,294	$0	$133,678,294
MEDC	$6,017,694	$0	$6,017,694
Total	**$348,958,745**	**$38,438,763**	**$310,519,981**

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Midland	$146,874,210	$38,438,763	$108,435,447
City of Midland - Real Property	*$52,806,751*	*$26,403,376*	$26,403,376
City of Midland - Personal Property	*$643,531*	*$0*	$643,531
City of Midland - Sales	*$24,070,775*	*$12,035,388*	$12,035,388
City of Midland -HOT	*$69,353,152*	*$0*	$69,353,152







Length of TIRZ #2 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000227271	1107 WINDHAVEN DR	2.96	BLK: 008, LOT: 011A, ADDN: WESTRIDGE PARK, SEC 52	MIDLAND TW DEVELOPMENT LP	$ 515,750
R000226646	6205 ANDREWS HWY	0.78	BLK: 007, LOT: 010B, ADDN: WESTRIDGE PARK SEC 46	CJ REAL ESTATE II LLC	$ 135,910
R000226645	6301 ANDREWS HWY	0.83	BLK: 007, LOT: 010A , ADDN: WESTRIDGE PARK SEC 46	KENT LUBRICATION CENTER (OFFICE)	$ 144,620
R000226375	5606 STARBOARD DR	0.656086	BLK: 003, LOT: 013, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	$ 79,060
R000226374	5606 STARBOARD DR	1.641851	BLK: 003, LOT: 012, ADDN: GATEWAY PLAZA SEC 14	OPEN DOOR REAL ESTATE LLC	$ 196,450
R000225187	5800 W HWY 00080	10.75227	BLK: 001C, LOT: 001, ADDN: CYCLES SEC 3	TJH MANAGEMENT LLC	$ 2,390,380
R000225186	5800 W HWY 00080	1.419904	BLK: 001B, LOT: 001, ADDN: CYCLES SEC 3	MOUTRAY PROPERTIES WORKING INTEREST LLC	$ 456,160
R000221592	6000 DEAUVILLE BLVD	0.376509	BLK: 007, LOT: 05D, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	$ 8,650
R000221591	6000 DEAUVILLE BLVD	2.446869	BLK: 007, LOT: 05C, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND MAC DEVELOPMENT LP	$ 56,300
R000220728	5704 DEUVILLE BLVD	1.971948	BLK: 003, LOT: 06D, ADDN: WESTRIDGE PARK, SEC 45	KJ TEXAS PROPERTIES LLC	$ 5,782,922
R000220098	0 TRADEWINDS RD	8.86182	BLK: 001, LOT: 003, WESTRIDGE PARK, SECTION 42	FFI HUNTSVILLE LLC	$ 177,220
R000219028	1200 GRIFFITH DR	3.92877	BLK: 008, LOT: 01D, ADDN: WESTRIDGE PARK, SEC 41	PLAINS MARKETING LP	$ 15,364,155
R000218728	0 S LOOP 00250 W	5.924759	5.98 AC OUT OF N/PART, SEC: 1, BLK: 40-T2S	MIDLAND CITY OF	$ -
R000218727	0 S LOOP 00250 W	10.4583	10.406 AC OUT OF S/2, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	$ -
R000218713	0 S LOOP 00250 W	4.467524	4.487 AC OUT OF NW/4, SEC: 48, BLK: 40-T1S	MIDLAND CITY OF	$ -
R000218308	6023 ANDREWS HWY	14.14	BLK: 007, LOT: 010, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	$ 324,990
R000218307	6001 ANDREWS HWY	5.052046	BLK: 007, LOT: 009, ADDN: WESTRIDGE PARK, SEC 39	MIDLAND OWNER LLC	$ 116,200
R000218306	6100 DEAUVILLE BLVD	1.349671	BLK: 007, LOT: 06A, ADDN: WESTRIDGE PARK, SEC 39	DEAUVILLE HOLDINGS COMPANY INC	$ 1,836,380
R000218305	6000 DEAUVILLE BLVD	2.651913	BLK: 007, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 48	MIDLAND OWNER LLC	$ 61,000
R000216908	5910 DEAUVILLE BLVD	0.991835	BLK: 007, LOT: 008, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	$ 23,000
R000216907	5900 DEAUVILLE BLVD	8.883489	BLK: 007, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 38	ANADARKO PETROLEUM CORPORATION	$ 69,780,328
R000216835	0 S LOOP 00250 W	28.96	NW/4, SEC: 48, BLK: 40-T1S	WESTRIDGE VILLAGE LP	$ 611,580
R000215322	701 TRADEWINDS BLVD	0.656817	BLK: 008, LOT: 10A,ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 2,310,560
R000215319	707 TRADEWINDS BLVD	0.545363	BLK: 008, LOT: 09A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,425,960
R000215312	801 TRADEWINDS BLVD	0.522151	BLK: 008, LOT: 08A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,489,630
R000215311	807 TRADEWINDS BLVD	0.521522	BLK: 008,LOT: 07A, ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,567,610
R000215310	901 TRADEWINDS BLVD	0.529735	BLK: 008,LOT: 06A,ADDN: WESTRIDGE PARK, SEC 37	TXCT INVESTMENTS LLC	$ 1,567,900
R000215309	907 TRADEWINDS BLVD	0.547236	BLK: 008,LOT: 05A,ADDN: WESTRIDGE PARK,SEC 37	TXCT INVESTMENTS LLC	$ 1,517,750
R000214242	5615 DEAUVILLE BLVD	3.241881	BLK: 005, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	$ 17,529,730
R000214241	5609 DEAUVILLE BLVD	1.31	BLK: 005, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 33	DOC DEAUVILLE BOULEVARD MOBS LLC	$ 2,193,830
R000213626	301 TRADEWINDS BLVD	5.224493	BLK: 001, LOT: 002, ADDN: WESTRIDGE PARK, SEC 32	MIDLAND CITY OF	$ -
R000212988	--	0.056621	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT(0.05 AC OUT OF)	HIGH INVESTMENTS LLC	$ 4,360
R000212654	515 TRADEWINDS BLVD	0.058808	BLK: 009,LOT: 03D,ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	$ -
R000212653	507 TRADEWINDS BLVD	0.058808	BLK: 009,LOT: 03C,ADDN: WESTRIDGE PARK, SEC 29	JAMES A BUDDY DAVIDSON CHARITABLE FOUNDATION	$ -
R000212652	507 TRADEWINDS BLVD	0.06012	BLK: 009,LOT: 03B,ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	$ 391,000
R000212651	507 TRADEWINDS BLVD	0.06012	BLK: 009,LOT: 03A,ADDN: WESTRIDGE PARK, SEC 29	SREH LLC	$ 391,000
R000212650	507 TRADEWINDS BLVD	0.569077	BLK: 009,(COMMON AREA "A"),ADDN: WESTRIDGE PARK, SEC 29	TRADEWINDS OFFICE PARK PROP	$ 99,620
R000212283	6101 ANDREWS HWY	1.447979	BLK: 000, LOT: 007, ADDN: WESTRIDGE PARK, SEC 28	KENT DISTRIBUTORS INC	$ 625,997

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000211834	1200 GRIFFITH DR	4.005479	BLK: 008, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 41	FP WESTRIDGE ENERGY PLAZA LP	$ 697,840
R000211833	6001 DEAUVILLE BLVD	11.86845	BLK: 008, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 30	OCCIDENTAL PERMIAN LIMITED	$ 48,754,216
R000211573	1115 TRADEWINDS BLVD	1.425306	BLK: 011, LOT: 002, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	1115 TRADEWINDS LLC	$ 1,304,830
R000211572	1119 TRADEWINDS BLVD	1.427637	BLK: 011, LOT: 001, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	LA MISSION RAMIREZ LLC	$ 2,111,620
R000211571	1101 WINDHAVEN DR	1.484837	BLK: 008, LOT: 013, ADDN: WESTRIDGE PARK, SEC 27, CORRECTION PLAT	SERENITY HOTELS LLC	$ 7,737,041
R000211568	5711 DEAUVILLE BLVD	1.482558	BLK: 008, LOT: 03A, ADDN: WESTRIDGE PARK, SEC 27,CORRECTION PLAT	RUMA LLC	$ 258,170
R000211117	5700 W HWY 0080	1.242946	BLK: 001,LOT: 04A, ADDN: GATEWAY PLAZA, SEC 9	EQUITY COMMERCIAL PROPERTIES LLC	$ 147,340
R000209737	401 TRADEWINDS BLVD	1.003488	BLK: 009,LOT: 006,ADDN: WESTRIDGE PARK, SEC 25	INSIGNIA YOGIJI LLC	$ 1,269,630
R000209735	501 TRADEWINDS BLVD	1.669274	BLK: 009,LOT: 004,ADDN: WESTRIDGE PARK, SEC 25	SPROUTS ENERGY LLC	$ 2,317,930
R000209733	601 TRADEWINDS BLVD	0.828251	BLK: 009,LOT: 002,ADDN: WESTRIDGE PARK, SEC 25	SMC DIVERSIFIED HOLDINGS INC	$ 90,200
R000209732	607 TRADEWINDS BLVD	0.826294	BLK: 009,LOT: 001,ADDN: WESTRIDGE PARK, SEC 25	TRIPLE HEALTHCARE SERVICES LLC	$ 89,980
R000209651	5801 DEAUVILLE BLVD	17.09079	BLK: 008, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 26	JDM	$ 47,472,360
R000209402	--	0.314491	BLK: 008, COMMON AREA D, ADDN: LEGENDS PARK SEC 5	LEGENDS PARK HOA	$ 140
R000209310	1700 TRADEWINDS BLVD	4.390238	BLK: 004, LOT: 01C, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	HGH INVESTMENTS LLC	$ 375,490
R000209288	5608 WESTRIDGE RD	2.11775	BLK: 002, LT: 6-D, ADDN: WESTRIDGE PARK, SEC 24	5608 WESTRIDGE MIDLAND LLC	$ 369,000
R000209287	1401 N LOOP 00250 W	1.23402	BLK: 002, LT: 6-C, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	$ 1,131,213
R000209286	1307 N LOOP 00250 W	1.607356	BLK: 002, LT: 6-B, ADDN: WESTRIDGE PARK, SEC 24	SWQ LOOP 250 & 191 LLC	$ 1,915,038
R000209225	6301 DEAUVILLE BLVD	24.88041	BLK: 010, LOT: 001, ADDN: WESTRIDGE PARK, SEC 23	CHEVRON USA INC	$ 73,537,838
R000209081	5511 SEABOARD AV	2.656639	BLK: 002,LOT: 006B, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	$ 4,862,000
R000208937	6000 NOLAN RYAN DR	2.361107	COMMON AREA C, ADDN: LEGENDS PARK SEC 4	LEGENDS PARK HOA	$ 1,030
R000208413	1301 N LOOP 00250 W	4.171084	BLK: 002, LOT 008, ADDN: WESTRIDGE PARK	MCRT MIDLAND 3 LP	$ 12,196,573
R000208412	1808 TRADEWINDS BLVD	10.21999	BLK: 004, LOT: 01B, ADDN: GATEWAY PLAZA SEC 8, CORRECTION PLAT	MACK MIDLAND LLC	$ 34,807,030
R000208179	5509 CHAMPIONS DR	10.1063	BLK: 006, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 35	EOG RESOURCES INC	$ 39,898,159
R000207934	5716 DEAUVILLE BLVD	2.984348	BLK: 003, LOT: 008A, ADDN: WESTRIDGE PARK, SEC 18	MIDLAND SHS DEVELOPMENT LP	$ 8,514,206
R000207732	5508 DEAUVILLE BLVD	2.511122	BLK: 002, LOT: 007, ADDN: WESTRIDGE PARK, SEC 17	MCRT MIDLAND 2 LP	$ 5,644,419
R000207512	5900 NOLAN RYAN DR	4.266299	COMMON AREA B, ADDN: LEGENDS PARK	LEGENDS PARK HOA	$ 1,860
R000207477	5601 CHAMPIONS DR	0.315291	BLK: 003, LOT: 058, ADDN: LEGENDS PARK	TERRY TYLER ZACHARY	$ 368,080
R000207476	5603 CHAMPIONS DR	0.288656	BLK: 003, LOT: 057, ADDN: LEGENDS PARK	SOTO JULIO CESAR	$ 389,850
R000207475	5605 CHAMPIONS DR	0.216285	BLK: 003, LOT: 056, ADDN: LEGENDS PARK	SUN SINATH	$ 331,360
R000207474	5607 CHAMPIONS DR	0.190775	BLK: 003, LOT: 055, ADDN: LEGENDS PARK	MALDONADO FRANCISCO	$ 339,350
R000207473	5609 CHAMPIONS DR	0.22017	BLK: 003, LOT: 054, ADDN: LEGENDS PARK	HANNSZ JEREMY CLAY	$ 354,760
R000207186	--	2.584005	BLK: 003, LOT: 010, ADDN: GATEWAY PLAZA SEC 2	GRACE PARTNERSHIP LLC	$ 1,120
R000207185	1701 TRADEWINDS BLVD	6.041376	BLK: 003, LOT: 009, ADDN: GATEWAY PLAZA SEC 5	MIDLAND GW PLAZA APARTMENTS LP	$ 6,392,888
R000207184	1811 TRADEWINDS BLVD	9.078175	BLK: 003, LOT: 08A, ADDN: GATEWAY PLAZA SEC 11	TEXAS HOUSING FOUNDATION	$ -
R000207183	5708 STARBOARD DR	1.610792	BLK: 003, LOT: 07A, ADDN: GATEWAY PLAZA SEC 10	VANSH HOTEL LLC	$ 2,844,815
R000207178	5518 STARBOARD DR	1.647323	BLK: 003, LOT: 002A, ADDN: GATEWAY PLAZA SEC 7	JARA HOTELS LLC	$ 5,683,167
R000207177	5504 STARBOARD DR	1.950497	BLK: 003, LOT: 01A, ADDN: GATEWAY PLAZA SEC 7	NANA HOTELS LLC	$ 241,060
R000206868	5501 STARBOARD DR	2.374482	BLK: 002.LOT: 007,ADDN: GATEWAY PLAZA	MIDLAND INVESTMENT PARTNERS LLC	$ 280,310

Property ID	Address	Acres	Legal	Owner Name	Taxable Value
R000206867	5511 STARBOARD DR	1.185013	BLK: 002,LOT: 006A, ADDN: GATEWAY PLAZA, SEC 6	SALAZAR SERVICE & TRUCKING CORP	$ 142,550
R000206866	5519 STARBOARD DR	2.295873	BLK: 002,LOT: 005,ADDN: GATEWAY PLAZA	CINERGY ACQUISITIONS LLC	$ 275,520
R000206863	1917 LIBERTY DR	1.716397	BLK: 002,LOT: 002A, ADDN: GATEWAY PLAZA, SEC 3	GRACE PARTNERSHIP LLC	$ 750
R000206862	1917 LIBERTY DR	8.179412	BLK: 002,LOT: 001A,ADDN: GATEWAY PLAZA, SEC 3	CINERGY CINEMAS MIDLAND LP	$ 7,250,000
R000206857	5716 W HWY 00080	1.627994	BLK: 001,LOT: 001,ADDN: GATEWAY PLAZA	EQUITY COMMERCIAL PROPERTIES LLC	$ 195,260
R000206605	5801 ANDREWS HWY	3.563495	BLK: 007, LOT: 003, ADDN: WESTRIDGE PARK, SEC 16	CAVENDER REAL ESTATE OF MIDLAND II LLC	$ 5,232,850
R000206604	1505 CATALINA DR	3.011311	BLK: 007, LOT: 002A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1505 PROPERTIES LLC	$ 6,422,567
R000206603	1401 CATALINA DR	2.03223	BLK: 007, LOT: 001A, ADDN: WESTRIDGE PARK, SEC 22	AHIP TX MIDLAND 1401 PROPERTIES LLC	$ 5,447,626
R000206600	5715 ANDREWS HWY	3.250437	BLK: 003, LOT: 06C, ADDN: WESTRIDGE PARK, SEC 16	LUSSO REAL ESTATE LLC	$ 3,547,960
R000206151	1201 TRADEWINDS BLVD	0.990627	BLK: 003, LOT: 05B, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	$ 1,233,390
R000204372	207 TRADEWINDS BLVD	2.121508	BLK: 001, LOT: 001 , ADDN: WESTRIDGE PARK, SEC 1	EQUITY TRUST COMPANY CUSTODIAN	$ 231,960
R000204271	5606 WESTRIDGE BLVD	2.001815	BLK: 002, LT: 6-A, ADDN: WESTRIDGE PARK, SEC 24	BURTON HOTEL GROUP	$ 4,700,000
R000203925	0 S LOOP 00250 W	308.7646	S/2, SEC: 48, BLK: 40-T1S	CUMBERLAND & WESTERN RESOURCES LLC	$ -
R000111361	301 N LOOP 00250 W	28.47591	BLK: 006, LOT: 01A, ADDN: WESTRIDGE PARK, SEC 9	CRESTVIEW BAPTIST CHURCH	$ -
R000105912	5904 W HWY 00080	1.595068	SW/PART, SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	$ 446,006
R000058156	5607 ANDREWS HWY	0.80795	BLK: 002, LOT: 005, ADDN: WESTRIDGE PARK, SEC 8	SAMS REAL ESTATE BUSINESS TRUST	$ 541,090
R000058062	1403 N LOOP 00250 W	2.396634	BLK: 002, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 34	SUMMIT MIDLAND LLC	$ 4,750,000
R000057884	303 W N LOOP 00250	7.846894	BLK: 006, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	GPV MIDLAND #2 LP	$ 157,200
R000057880	5509 DEAUVILLE BLVD	2.533078	BLK: 005, LOT: 001, ADDN: WESTRIDGE PARK, SEC 6	MCRT MIDLAND 1 LP	$ 5,976,748
R000057879	5612 DEAUVILLE BLVD	3.521342	BLK: 004, LOT: 01C, ADDN: WESTRIDGE PARK, SEC 21	BURTON HOTEL GROUP	$ 4,789,980
R000057877	1500 CATALINA DR	6.23795	BLK: 003, LOT: 06E, ADDN: WESTRIDGE PARK, SEC 45	LUSSO REAL ESTATE LLC	$ 1,143,890
R000057876	1207 TRADEWINDS BLVD	1.207283	BLK: 003, LOT: 05A, ADDN: WESTRIDGE PARK, SEC 14	RIOM CORPORATION	$ 2,064,070
R000057875	1401 TRADEWINDS BLVD	2.82367	BLK: 003, LOT: 04A, ADDN: WESTRIDGE PARK, SEC 15	SUMMIT NCI JV 175 LLC	$ 9,899,967
R000057873	1505 TRADEWINDS BLVD	2.268028	BLK: 003, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 10	MIDLAND PLATINUM II LP	$ 6,386,246
R000051295	5707 ANDREWS HWY	1.501957	BLK: 003, LOT: 001, ADDN: WESTRIDGE PARK, SEC 5	DEWITT PARTNERS LTD	$ 1,010,530
R000051294	5407 ANDREWS HWY A	11.03935	BLK: 002, LOT: 003, ADDN: WESTRIDGE PARK, SEC 4	HEB GROCERY CO LP	$ 8,866,220
R000051293	5509 ANDREWS HWY	0.844905	BLK: 002, LOT: 02A, ADDN: WESTRIDGE PARK, SEC 8	KOUZAR LLC AND HENRY BAY HOLDINGS LLC	$ 887,090
R000051289	207 TRADEWINDS BLVD	7.876931	BLK: 001, LOT: 001 LESS 2.13 AC, ADDN: WESTRIDGE PARK, SEC 1	TRADEWINDS MIDLAND LLC	$ 4,498,910
R000007527	0 S LOOP 00250 W	216.5845	N/PART, SEC: 1, BLK: 40-T2S	CUMBERLAND & WESTERN RESOURCES LLC	$ -
R000007518	5904 W HWY 00080	13.92513	8.67 AC OUT OF SEC: 1, BLK: 40-T2S	FRANKS STEPHEN B	$ 182,070
R000007517	--	17.54951	NE/4, SEC: 48, BLK: 40-T1S	TRADEWINDS & THOMASON APARTMENTS LLC	$ 351,000
--	5514 CHAMPIONS DR	101.88	--	--	$ -
--	400 S LOOP 250 W	7.07	--	--	$ -
--	5701 STARBOARD DR	4.858099	--	--	$ -
--	410 S LOOP 250 W	1.61	--	--	$ -
--	1407 N LOOP 250 W	0.76797	--	--	$ -

City Council Meeting

Item Number: 32

Meeting Date: November 12, 2024

To: City Council / City Manager

From: Christy Weakland, Director

Subject: A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED FIFTY EIGHT MILLION AND NO/100 DOLLARS ($58,000,000.00) AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT (DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)

Purpose:

To approve as to the amount and purpose and authorize publication of Notice of Intent to issue 2025 Certificates of Obligation not to exceed $56,000,000.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

Notice of the issue is to be posted at City Hall and on City website November 16th left up until issuance. Additionally, notice is to be published in the Midland Reporter Telegram on November 15th and 22nd.

Council approved a $28M road infrastructure plan along with the 2024-2025 Budget. Schedule of projects is attached.
$28M is also needed for park projects, namely the Beal Park improvement project, after public private partnership. Schedule of costs attached.

Morris William Jr.

City Manager's Office

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED FIFTY EIGHT MILLION AND NO/100 DOLLARS ($58,000,000.00) AND DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

WHEREAS, the City Council of the City of Midland, Texas (the "City"), has determined that certificates of obligation (the "Certificates") should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purposes of (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage and erosion control, landscaping, screening walls, curbs, gutters, sidewalks, lighting, signage and traffic signalization incidental thereto and the acquisition of land, equipment and rights-of-way therefor, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor (collectively, the "Project") and (iii) paying professional services rendered in connection therewith; and

WHEREAS, the City further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of the Certificates; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; and

WHEREAS, prior to the issuance of such Certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City and on the City's website, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the Certificates are to be issued and (iv) the manner in which the Council proposes to pay the Certificates;

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

SECTION ONE. That the City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the City, and this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $58,000,000.

SECTION TWO. That the City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in the principal amount not to exceed FIFTY EIGHT MILLION DOLLARS ($58,000,000), in one or more series, for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage and erosion control, landscaping, screening walls, curbs, gutters, sidewalks, lighting, signage and traffic signalization incidental thereto and the acquisition of land, equipment and rights-of-way therefor, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and (iii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a

limited pledge of the net revenues of the City's waterworks and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION THREE. That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates.

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 12th day of November, A.D., 2024, by the following vote:

Council members voting "AYE": _____.

Council members voting "NAY": _____.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

NOTICE OF INTENTION TO ISSUE
CITY OF MIDLAND, TEXAS
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Midland, Texas, shall convene at 10:00 A.M. on January 14, 2025, at Midland City Hall at 300 N. Loraine, Midland, Texas, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed FIFTY EIGHT MILLION DOLLARS ($58,000,000) for the purpose of paying contractual obligations to be incurred for (i) constructing, improving and renovating streets, alleys, culverts and bridges, including drainage and erosion control, landscaping, screening walls, curbs, gutters, sidewalks, lighting, signage and traffic signalization incidental thereto and the acquisition of land, equipment and rights-of-way therefor, (ii) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities, including the acquisition of land and rights-of-way therefor and (iii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's waterworks and sewer system. In accordance with Texas Local Government Code Section 271.049 (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is $547,830,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is $884,031,446 (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $86,621,793; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2046. The certificates are to be issued and this notice is given under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Marcia Bentley-German
City Secretary
City of Midland, Texas

Beal Park Phases

Plan Development (Phase I)	1,194,375	
Construction (Phase I)		17,517,500
Plan Development (Phase II)		767,700
Construction (Phase II)		
Plan Development (Phase III)		
Construction (Phase III)		
Totals	**1,194,375**	**18,285,200**

CO Road Projects 2025

Sinclair Backage Road (SH 158 to CR 1250)	9,000,000
Mockingbird Lane (Holiday Hill – Midland Drive)	7,500,000
Mockingbird Land at Whitman (by Summit Center)	3,000,000
Avalon (Briarwood – Mockingbird LN)	4,500,000
Wadley/Jal Draw Multiuse Trail	2,000,000
Public Infrastructure	2,000,000
TOTAL	28,000,000

		1,194,375
		17,517,500
		767,700
11,259,600		**11,259,600**
	379,050	**379,050**
	5,559,400	**5,559,400**
11,259,600	**5,938,450**	**36,677,625**

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

City of Midland

TIMETABLE OF EVENTS

Issuance of Certificates of Obligation, Series 2025

and General Obligation Refunding Bonds, Series 2025

Timeline A	Timeline B	Event
Tuesday, November 12, 2024	**Tuesday, December 17, 2024**	**City Council meeting to consider a resolution authorizing Notice of Intent to issue Certificates of Obligation**
Saturday, November 16 & Saturday, November 23	Saturday, December 21 & Saturday, December 28	First date for publication of Notice of Intent to issue Certificates of Obligation, and posting of Notice on City website, to occur at least 45 days prior to authorization of issuance. Second publication of Notice of Intent one week later.
Monday, December 2, 2024	Monday, January 6, 2025	Information for preliminary official statement provided to Hilltop Securities by City
Monday, December 9, 2024	Monday, January 13, 2025	Submission of information to rating agencies
Dec 16 - Dec 20, 2024	Jan 20- 24, 2025	Calls with Rating Agencies
Friday, January 3, 2025	Friday, January 31, 2025	Receipt of ratings
Tuesday, January 7, 2025	Tuesday, February 4, 2025	Preliminary official statement distributed and posted
Tuesday, January 14, 2025	**Tuesday, February 11, 2025**	**City Council regular meeting to consider action authorizing issuance of Certificates and Bonds, establishing parameters, and delegating pricing approval**
Wednesday, January 15, 2025	**Wednesday, February 12, 2025**	**Pricing and marketing of issues by underwriters, overseen by HilltopSecurities.**
Friday, February 14, 2025	Friday, March 14, 2025	Closing, receipt of funds

Date: November 12, 2024

To: The Honorable Mayor and Council

From: Vanessa Magallanes, Chief Deputy City Secretary

Subject: 2nd Round - Boards and Commissions Annual Recruitment

Dear Council, included with this memo are the applications received for the 2nd Round Boards and Commissions Annual Recruitment, a spreadsheet of the names of the applicants and what board they applied to, attendance records, and the Main Board list for your review to make appointments at the November 14th City Council meeting.

Barbara & George H.W. Bush Convention Center Advisory Board:

1 – Vacancy (Nelson)

Midland-Odessa Urban Transit District Board:

1 – Vacancy (Corrales)

3 – Re-appointments (Don "Woody" Woodward, Robert Crites & Brian Stubbs)

Midland Spaceport Development Corporation:

1 – Vacancy (Tryson)

Oil & Gas Advisory Commission:

1 – Vacancy (Bowden)

Parks & Recreation Commission:

1 – Vacancy (Smith)

Zoning Board of Adjustment & Airport Zoning Board of Adjustment:

2 – Vacancies (Claybrook & Gerety)

4 – Alternate Vacancies

I would like to see if you all would like to appoint someone from Council as the Council Liaison and/or voting member for the following boards that Councilman Corrales was a part of:

Animal Control Advisory Commission

Building & Fire Code Review Committee/Construction Board of Adjustments & Appeals

Midland-Odessa Urban Transit District Board (Voting Member)

Zoning Board of Adjustment & Airport Zoning Board of Adjustment

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

November 12, 2024

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)
(Membership-10; Terms - 3 Years expiring 3-3-4.)

	Appt Date	Term Expires	Eligibility Expires
Justin Kuethe	09/19	Sept 30 2025	Sept 30 2025
Nick McClure	09/19	Sept 30 2025	Sept 30 2025
James Linderman	04/22	Sept 30 2025	Sept 30 2028
Frank Kisner	09/22	Sept 30 2025	Sept 30 2028
Brandon Patterson	09/22	Sept 30 2025	Sept 30 2028
Gena Linebarger	09/20	Sept 30 2026	Sept 30 2026
Benjamin Fietz	09/20	Sept 30 2026	Sept 30 2026
John Echols	09/23	Sept 30 2026	Sept 30 2029
Samuel Jolliffe V	09/23	Sept 30 2026	Sept 30 2029
Dave Joyner	10/21	Sept 30 2027	Sept 30 2027

Justine Ruff (Liaison)
Robin Poole (Council Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

Eligibility Requirements: Resident of Midland County

ANIMAL CONTROL ADVISORY COMMISSION

(Advisory)
(Membership - 7; Terms - 4 Years)

	Appt Date	Term Expires	Eligibility Expires
Melissa Griffin-Hobson (daily operations)	08/23	Sept 30 2025	Does Not Expire
VACANT (Jensen (Veterinarian))	04/20	Sept 30 2024	Does Not Expire
Dianne Anderson (County)	11/23	Sept 30 2027	Does Not Expire
Alyson Dial	09/18	Sept 30 2026	Sept 30 2026
Beth Meeks	09/22	Sept 30 2026	Sept 30 2030
Shelly Haney	09/24	Sept 30 2028	Sept 30 2032
Lisa Vandenberg	09/24	Sept 30 2028	Sept 30 2032

Melissa Griffin-Hobson (Staff Liaison)
Dan Corrales (Council Liaison)

Eligibility Requirements: 1 License Veterinarian, 1 Animal Shelter Employee, 1 Animal Welfare Organization Representative, 1 County or Municipal Official, 3 Citizens

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD

(Advisory)

(Membership-7; City Appoints 4 Seats; Terms – 3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Nelson)	09/23	Sept 30 2024	Sept 30 2027
Randall Milloy	09/23	Sept 30 2025	Sept 30 2028
Tucker Schneemann	09/23	Sept 30 2025	Sept 30 2028
Dillon Custer	09/23	Sept 30 2026	Sept 30 2029

Robin Poole (Council Liaison)

Non-voting Ex-Officio member is the City Governance Officer/City Secretary.

BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF ADJUSTMENTS & APPEALS

(Decision Making)

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	Appt Date	Term Expires	Eligibility Expires
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2030	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2030	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2030	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2030	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2030	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2030	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 2030	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
Gabriel McClelland (Staff Liaison)	09/23
Bill Scott	09/22
Joshua Ferguson	09/24

Robin Poole (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 2025	Sept 30 2025
Heather Bredimus	09/23	Sept 30 2025	Sept 30 2027
Shonna Garcia	03/24*	Sept 30 2025	Sept 30 2029
Charles Harrington	04/24*	Sept 30 2025	Sept 30 2029
Roy Geer	09/24	Sept 30 2026	Sept 30 2028
Michael Dietrich	09/24	Sept 30 2026	Sept 30 2028
Ankur Bhakta	09/22	Sept 30 2026	Sept 30 2026

Marcia Bentley-German (Staff Liaison)
Robin Poole (Council Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Members shall be thoroughly familiar with Chapter 351, “Municipal Hotel Occupancy Taxes”, 1 Member Representative of Hotel/Motel Association.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

(Separate Legal Entity)
Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	Appt Date	Term Expires
John Scharbauer	10/24*	Dec 31 2028

MIDLAND DEVELOPMENT CORPORATION

(Decision Making/Separate Legal Entity)
(Membership - 7; Terms -3 Years - Staggered)

	Appt Date	Term Expires	Eligibility Expires
Chase Gardaphe	01/19	Jan 14 2025	Jan 14 2025
Barry Simpson	01/19	Jan 14 2025	Jan 14 2025
Brad Bullock	04/21*	Jan 14 2026	Jan 14 2029
P Lourcey Sams	04/20*	Jan 14 2026	Jan 14 2026
Jill Pennington	04/20*	Jan 14 2026	Jan 14 2026
Zachary Deck	01/23	Jan 14 2026	Jan 14 2029
Elvie Brown	10/23*	Jan 14 2025	Jan 14 2030

Vanessa Magallanes (Staff Liaison)
Amy Stretcher-Burkes (Council Liaison)
Lori Blong – Mayor (Council Liaison)

Eligibility Requirements: No director or employee shall be related to a current City Council member.

MIDLAND DOWNTOWN PARK CONSERVANCY BOARD

(Separate Legal Entity)
(Membership - 7; City Appoints 3 Seats; Terms -3 Years - Staggered)
(Resolution of appointment is made each February and each appointment must be ratified by the Conservancy Board in March at their annual meeting)

	Appt Date	Term Expires	Eligibility Expires
Traci Proctor	02/24	Sep 30 2027	Sep 30 2030
Sharla Hotchkiss	07/20*	Sep 30 2025	Sep 30 2028
Elvie Brown	02/23	Sep 30 2026	Sep 30 2029

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	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

(Separate Legal Entity)
(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 2025
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2025
Michelle Evans	10/23	Oct 2025
Neville Peyton	10/23	Oct 2025
Wes Gotcher	09/20	Oct 2026

Isaac Garnett (Staff Liaison)

Eligibility Requirements: No member may be an officer or employee of the City of Midland.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making/Separate Legal Entity)
(Membership – 12 with 6 appointed by Midland; Terms - 2 Years Staggered; Can serve 3 terms)

	Appt Date	Term Expires	Eligibility Expires
Don “Woody” Woodward	09/22	Sept 30 2024	Sept 30 2028
VACANT (Corrales)	09/22	Sept 30 2024	Sept 30 2028
Robert Crites	10/22	Sept 30 2024	Sept 30 2028
Joseph Sanchez	12/19*	Sept 30 2027	Sept 30 2027
Daniel Norwood	04/21*	Sept 30 2029	Sept 30 2029
Brian Stubbs	06/22	Sept 30 2024	Sept 30 2028

Taha Sakrani (Staff Liaison)

MIDLAND SPACEPORT DEVELOPMENT CORPORATION

(Decision Making)
(Membership – 7 with 4 appointed by City of Midland & 3 by Midland County; 2 Year-Terms)

	Appt Date	Term Expires
Frank Kisner (City)	04/23	Sept 30 2025
Stephen Lowery (County)	02/24*	Sept 30 2025
Frank Tarzian (County)	02/24*	Sept 30 2025
Ed Anderson (County)	04/23	Sept 30 2025
John Trischitti III (City)	11/23	Sept 30 2025
Claudius Sanchez Czyzewska (City)	11/23	Sept 30 2025
VACANT (Tryson) (City)	11/23	Sept 30 2025

Justine Ruff (Staff Liaison)

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
VACANT (Bowden) (Real Estate)	10/19	Sept 30 2025	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2025	Sept 30 2025
Layton Hargesheimer	10/23	Sept 30 2026	Sept 30 2029
Nick Stowers (Petroleum Eng.)	09/24	Sept 30 2027	Sept 30 2030
Cameron Willmann (Real Estate)	10/21*	Sept 30 2027	Sept 30 2027

Garrick Clayton (Staff Liaison)

Eligibility Requirements: 3 Petroleum Engineers or Geologists and 2 with Property Development or Real Estate Experience.

PARKS AND RECREATION COMMISSION

(Advisory)
(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	Appt Date	Term Expires	Eligibility Expires
VACANT (Smith)	10/19	Sept 30 2025	Sept 30 2025
Amber Voithorer	09/22	Sept 30 2025	Sept 30 2028
Rachel Overman	09/22	Sept 30 2025	Sept 30 2028
Sarah Judge	09/22	Sept 30 2025	Sept 30 2028
Lynn Rogers	09/22	Sept 30 2025	Sept 30 2028
Susannah Prucka	04/20*	Sept 30 2026	Sept 30 2026
Dal Watson	09/20	Sept 30 2026	Sept 30 2026
Andra Jones	09/23	Sept 30 2026	Sept 30 2029
Dustin Johnson	09/24	Sept 30 2027	Sept 30 2030

Laurie Williams (Staff Liaison)
John Norman (Council Liaison)

Eligibility Requirements: Resident Citizen, Taxpayer and Qualified Voter.

PERMIAN BASIN COMMUNITY CENTER FOR MH/MR (PermiaCare)

(Separate Legal Entity)
(Membership 9 - 2 (City); Terms - 2 Years)

	Appt Date	Term Expires
Derek Cook (City)	06/21	June 2025
Mickey Garcia (City)*	09/23	June 2025

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
Lori Blong	01/23

Mark Widman (Staff Liaison)

Eligibility Requirements: Board consists of two City Council members and one other member who is not a City employee.

PLANNING AND ZONING COMMISSION

(Decision Making)
(Membership - 7; Terms - 3 Years)

	Appt Date	Term Expires	Eligibility Expires
Adrian Carrasco	09/21	Sept 30 2024	Sept 30 2027
Emily Holeva	09/22	Sept 30 2025	Sept 30 2028
Abraham Bejil	09/22	Sept 30 2025	Sept 30 2028
Steven Villela	05/23*	Sept 30 2026	Sept 30 2029
Lucy Sisniega	09/20	Sept 30 2026	Sept 30 2026
John Burkholder	10/23	Sept 30 2026	Sept 30 2029
Brennan Berry	10/23	Sept 30 2026	Sept 30 2029
ALTERNATES:			
Joshua Sparks	10/23	Sept 30 2026	Sept 30 2029
Dara Richardson	04/24*	Sept 30 2025	Sept 30 2031

Landon Ochoa (Staff Liaison)

Eligibility Requirements: Resident citizen of City of Midland, owner of real property within the City Limits and qualified Voter.

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)
(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	Appt Date	Term Expires	Eligibility Expires
(VACANT) Claybrook	03/19*	Sept 30 2024	Sept 30 2024
(VACANT) Gerety	10/22	Sept 30 2024	Sept 30 2026
Rachel Walker	10/23	Sept 30 2025	Sept 30 2027
Elizabeth Moore	10/23	Sept 30 2025	Sept 30 2027
Robert Gray	01/21*	Sept 30 2027	Sept 30 2027

ALTERNATES: (not applicable to Airport Zoning)

VACANT (Schumann)	Sept 30 2025
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**
VACANCY	**Sept 30 2020**

Jeff Pinkstaff (Staff Liaison)

****Updated: November 01, 2024****

* **Indicates appointment to an unexpired term.**

SPREADSHEET LIST OF APPLICANTS & BOARD/COMMISSION APPLIED FOR:

BARBARA & GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD	MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD	MIDLAND SPACEPORT DEVELOPMENT CORPORATION	OIL & GAS ADVISORY COMMITTEE	PARKS & RECREATION COMMISSION	ZONING BOARD OF ADJUSTMENT & AIRPORT ZONING BOARD OF ADJUSTMENT
1 – VACANCY	1 – VACANCY 3 – RE-APPOINTMENTS	1 – VACANCY	1 – VACANCY	1 – VACANCY	2 – VACANCIES 4 – ALTERNATE VACANCIES
Sherri Allen	Lindsey Adams	Spencer Manning	Keith Braun	Marion Bryant	Keith Braun
Tim Jakel Jr.	Rick Armstrong	MyRon McGee	Justin Willmon	Peggy Cox	Deborah Julian
Brandon Ofield	Daniel Garcia	Scott Ramsey		Vincent Doczy	Brentley LaFoy
Xavier Torres	Dalia Salinas-Tejeda	Dann Schantz		Daniel Garcia	Spenser Manning
Justin Willmon	Bryan Ball			Samuel Gonzalez	
				Brittany Halbert	
				Deborah Julian	
				Max Kilgore	
				MyRon McGee	
	Re-Appointments:			Daniel Norwood	
	Don Woodward			Xavier Torres	
	Robert Crites			Weston Turner	
	Brian Stubbs			Matthew Wilson	
				Joy Paulson	

BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISOR BOARD
(Membership - 7: City Appoints 4 Seats; Terms - 3 Years - Staggered)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE
VACANT (Nelson)	Sept 30 2024	75%	3	4	
Randall Milloy	Sept 30 2025	100%	4	4	
Tucker Schneemann	Sept 30 2025	75%	3	4	
Dillon Custer	Sept 30 2026	100%	4	4	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES			
Sherri Allen					
Tim Jakel Jr.					
Brandon Ofield	P&R				
Justin Willmon	O&G				

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Advisory; Membership - 12 with 6 appointed by Midland: Terms - 2 Years Staggered; Can serve 3 terms)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE
Joseph Sanchez	Sept 30 2027	80%	8	10	
Daniel Norwood	Sept 30 2029	80%	8	10	
Brian Stubbs	Sept 30 2024	90%	9	10	Yes
Don "Woody" Woodward	Sept 30 2024	80%	8	10	Yes
VACANT (Corrales)	Sept 30 2024	0%	0	9	
Robert Crites	Sept 30 2024	89%	8	9	Yes

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Lindsey Adams		
Rick Armstrong		
Daniel Garcia	P&R	
Dalia Salinas-Tejeda		
Bryan Ball		

MIDLAND SPACEPORT DEVELOPMENT CORPORATION
(Decision Making; Membership - 7; 4 Appointed by City & 3 by County; Terms - 2 Years)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE
Frank Kisner (City)	Sept 30 2025	100%	4	4	
Stephen Lowery (County)	Sept 30 2025	100%	1	1	Appt. 02/24
Frank Tarzian (County)	Sept 30 2025	100%	1	1	Appt. 02/24
Ed Anderson (County)	Sept 30 2025	100%	4	4	
John Trischitti III (City)	Sept 30 2025	100%	2	2	Appt. 11/23
Claudius S Czyzewske (City)	Sept 30 2025	100%	2	2	Appt. 11/23
VACANT (Tryson) (City)	Sept 30 2025	50%	1	2	

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
MyRon McGee	ACAC & P&R	
Spencer Manning	ZBA&AZBA	
Scott Ramsey		
Dann Schantz		

OIL AND GAS ADVISORY BOEARD
(Membership - : Terms - 3 Years - Expiring 2-2-1)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE
Cameron Willmann	Sept 30 2027	83%	5	6	
VACANT (Bowden)	Sept 30 2025	67%	4	6	
Ross Klabon	Sept 30 2025	100%	6	6	
Layton Hargesheimer	Sept 30 2026	50%	3	6	
Nick Stowers	Sept 30 2027	Appointed September 2024			

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Keith Braun	ZBA&AZBA	
Justin Willmon	BCC	

PARKS AND RECREATION COMMISSION
(Advisory; Membership - 9: Terms - 3 Years Expiring 3-3-3)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE
VACANT (Smith)	Sept 30 2025	60%	3	5	
Amber Voithorer	Sept 30 2025	100%	5	5	
Rachel Overman	Sept 30 2025	100%	5	5	
Sarah Judge	Sept 30 2025	60%	3	5	
Lynn Rodgers	Sept 30 2025	60%	3	5	
Susannah Prucka	Sept 30 2026	80%	4	5	
Dal Watson	Sept 30 2026	100%	5	5	
Andra Jones	Sept 30 2026	60%	3	5	
Dustin Johnson	Sept 30 2027	Appointed September 2024			

Applicants Name	Additional Boards Applying to	COUNCIL NOTES
Marion Bryant		
Peggy Cox		
Vincent Doczy		
Daniel Garcia		
Samuel Gonzalez		
Brittany Halbert		
Deborah Julian		
Max Kilgore		
MyRon McGee		
Daniel Norwood		
Xavier Torres		
Weston Turner		
Matthew Wilson		
Joy Paulson		

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)
September 2023 - August 2024

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE
VACANT (Claybrook)	Sept 30 2024		0	0	
VACANT (Gerety)	Sept 30 2024		0	0	
Rachel Walker	Sept 30 2025		0	0	
Elizabeth Moore	Sept 30 2025		0	0	
Robert Gray	Sept 30 2027		0	0	
ALTERNATES: (not applicable to Airport Zoning)					
VACANT (Schumann)	Sept 30 2025		0	0	
VACANCY					
VACANCY					
VACANCY					

Applicants Name	Additional Boards Applying to	NOTES
Keith Braun	O&G	
Deborah Julian		
Brentley LaFoy		
Spencer Manning	O&G	

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 7/23/2024

Name: Brandon P Ofield

Phone: 432-413-9196 **(Home)**

Address: 5 Reo Ct

432-458-3675 **(Business)**

Midland TX 79705

Email: ofieldb@gmail.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 38 **years.**

Occupation: Accounting

Professional and/or Community Activities:

Previously served two terms on the Hotel/Motel Tax/Citizens Advisory Committee for the city of Midland, 2 years as Chairman.

What is your personal vision for the City?

I envision a Midland with various quality of life options for everyone. Midland is my hometown and I want everyone to see the potential it has. Most of my good friends are not native Midlanders or even Texans, but they have great things to say about our city and its citizens. Midland must adapt to attract quality businesses and residents but do so in a fiscally responsible way.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I would love the opportunity to advise Council on the best use of Airport resources and land. The airports have seen a rise in usage and increase in traffic which in turn calls for common sense solutions to parking and crowd mangement. Attracting new service

routes from airlines and the hiring and retention of support staff should be at the forefront.

What contribution would you most like to make?

I honestly just love to serve the city i was born in and call home.

Additional pertinent information or references:

(2) Name of Board/Commission:

Barbara & George HW Bush Convention Center Advisory Board

What contribution would you most like to make?

Provide sound advice to the City Council on all matters related to the convention center. Assist in seeing the convention center promote and grow the events held there.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 7/31/2024

Name: Sherri Allen

Phone: 432-413-4360 **(Home)**

Address: 6339 Prairie Ridge Drive

432-221-0474 **(Business)**

Midland TX 79707

Email: sherri.l.allen@conocophillips.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 13.5 **years.**

Occupation: Accountant/Financial Analyst-ConocoPhillips

Professional and/or Community Activities:

PASPB/COPAS - Petroleum Accountants Society of the Permian Basin - Accredited Petroleum Accountant,Past President,Director

Bachelor's Degree- Double Major in Accounting & Business Administration

Volunteer/Fan/Attendee of various local school, city, church events. Love to travel, Enjoy family and activities.

What is your personal vision for the City?

Midland is a diamond in the rough with vast array of resources, technologies, central location and people that has shown to be vital to the state and US economy and expect increasing positive growth of visitors, attractions, businesses and energies.

Please specify any time constraints you may have.

My employer ConocoPhillips supports and encourages energies towards contributing to community boards/commissions.

Third Wednesdays are perfect for my schedule. I have the extra time to dedicate fully to this board.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I was very impressed with Justine Ruff and the presentation during Midland 101 this year. I feel called to serve on this board.

I have been an avid air traveler for many years. I find great interest in the travel industry, Airport and Space Port and would like

to contribute to promoting positive growth and development through my financial and managerial knowledge and travel experiences.

What contribution would you most like to make?

I would like to contribute my financial, planning, budget and management knowledge along with travel and airport experiences to support the airport and associated assets. Midland Int'l Air & Space Port continues to experience exciting growth & expect the trend to continue upward as an airport of choice and pride of the Midland/Odessa areas along with the rising Space tech needs of US

Additional pertinent information or references:

I have the time on Wednesdays to meet and third Wednesdays are perfect.

I appreciate the Midland 101 class and information (hats off to Martha Cortazar and her team) to educate and showcase the boards and commissions. I am proud to live in Midland and excited about future positive growth with the airport playing a vital role.

(2) Name of Board/Commission:

Barbara & George H.W. Bush Convention Center Advisory Board

What contribution would you most like to make?

Financial, planning and management advisement and support.

I have 15+ years of accounting management experience with a Bachelor's degree double major in Accounting & Business Administration.

Additional pertinent information or references:

I am proud to live in Midland and excited about the events that are held for the community and surrounding areas. The Convention Center is needed to enhance Business, Organizations, and Community offerings to attract positive energy into the City and downtowr

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/7/24

Name: Tim Jakel Jr.

Phone: 432-853-1001 (Home)

Address: 2309 Country Club Drive

(Business)

Midland TX 79701

(City) (State) (Zip)

Email: [redacted]
tjakel@casadeAmigos
midland.org

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 31 years.

Occupation: Director of Development & Donor Engagement

Professional and/or Community Activities:

Nonprofit professional/Director, VP of Alumni - Midland College, NEZC Volunteer, United Way Odessa Committee member.

What is your personal vision for the City?

To grow opportunities & infrastructure with the demanding growth of the population.

Please specify any time constraints you may have.

N/A - dependant on work schedule (I am flexable)

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Barbara & George H. W. Bush Convention Center Advisory Board

Please tell us why you are interested in serving on this board or commission.

RoSco brought up in multiple conversations and I am heavily involved in utilizing Bush Convention Center. Also wanting to be more involved.

What contribution would you most like to make?

Time, effort and guidance

Additional pertinent information or references:

References include David Chancellor, Valerie Acosta (Chevron), Karmen Bryant, Anthony Carrillo (mcdonalds owner), Shelly Williams (oxy), Clemente DeLeon (mccv),

(2) Name of Board/Commission:

If not first choice - Citizens Development & Hotel/Motel Advisory Board

What contribution would you most like to make?

Time, effort and guidance

Additional pertinent information or references:

N/A

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Signature of Applicant

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/4/2024

Name: Xavier Torres

Phone: 432-631-4689 **(Home)**

Address: 1508 Alcove Ct. 432-221-4606 **(Business)**

Midland Texas 79703

Email: xavier.torresRN@outlook.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 30 **years.**

Occupation: Registered Nurse

Professional and/or Community Activities:

I currently serve on the Young Professionals of Midland Steering Committee where I am the Events Subcommittee Chair. I am also on the school board for St. Ann's Catholic School in Midland. I am currently the District 2 Director for the Texas Organization for Nursing Leadership. I have been employed at Midland Health since 2012, working in various roles.

What is your personal vision for the City?

I look for Midland to continue to be a community where families can be raised. In doing this, there are certain aspects that need to be continued and improved. I look for Midland to continue its success while improving the

Please specify any time constraints you may have.

I currently have committments on the first and second Tuesday evenings of the month.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Barbara & George H.W. Bush Convention Center Advisory Board,

Please tell us why you are interested in serving on this board or commission.

I have been thrilled with the impact the Bush Convention Center has been able to have on our committee. I have had the priviledge of attending multiple events. I would look forward to the opportunity to particpate in the management of the convention center.

What contribution would you most like to make?

I would like to work to have additional events at the convention center and work to increasing the community engagement.

Additional pertinent information or references:

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

I would like to provide a voice for those with young children who visit the many parks within Midland. I would like to see an increase in the utilization of all parks by meeting the needs of our youngest Midlanders.

Additional pertinent information or references:

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MIDLAND
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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/30/24

Name: Justin Willmon

Phone: (432) 557-8511 (Home)

Address: 4700 Rosewood Dr

(Business)

midland, Tx 79707

(City) (State) (Zip)

Email: Justin@welcomehomepg.com

I am ☐ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☑ no *currently in the clas

I have lived in Midland 33 years.

Occupation: Real Estate Broker

Professional and/or Community Activities:

member of Permian Basin Board of Realtors, currently in midland 101

What is your personal vision for the City?

~~[illegible]~~ My vision for midland is to see it grow into a vibrant, family-friendly community where residents and newcomers alike feel the opportunity our city offers. As a young adult in midland I'm passionate about making it a place that not only values family-oriented activities but embraces a wide variety of industries.

Please specify any time constraints you may have.

Pretty Flexible with most times & days.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Barbara & George HW Bush convention center advisory Board

Please tell us why you are interested in serving on this board or commission.

I feel there is a great opportunity with this board to broden the events and organizations that

use this space especially with the growth of downtown.

What contribution would you most like to make?

with the organizations & activities I have been involved in throughout college, young adult life, & now my business profession I feel I could bring ideas and events that would utilize this convention space.

Additional pertinent information or references:

(2) Name of Board/Commission:

oil & gas advisory committee

What contribution would you most like to make?

Being a real estate broker in the area for the past 8 years I feel like I can provide valuable insight into the sales & development aspect of this industry

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: 7/10/2024

Name: Lindsey Adams

Phone: 915-525-5875 **(Home)**

Address: 300 N. Loraine

_____ **(Business)**

Midland Texas 79705

Email: ladams@midlandtexas.gov

(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 0 **years.**

Occupation: Intergovernmental Relations Officer

Professional and/or Community Activities:

Work for the City of Midland as the Intergovernmental Relations Officer

Board Member for Keep Midland Beautiful

What is your personal vision for the City?

I want to see that the residents of Midland have a safe, accessible and friendly environment to live, work and play

Please specify any time constraints you may have.

Work 8-5 but can be flexible for board meetings during the day

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

Please tell us why you are interested in serving on this board or commission.

This board makes decisions about the transit system in Midland, as we are making decisions about transportation projects, it is impor

What contribution would you most like to make?

Ensure that the City of Midland and its residents have a voice when it comes to make decisions about our mass transit operations.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Lindsey Adams Digitally signed by Lindsey Adams Date: 2024.07.10 10:48:33 -05'00'

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/29/2024

Name: Rick Armstrong

Phone: ---- (Home)

Address: 5601 Camden

432-664-6642 (Business)

Midland, Tx

Email: rarmstrong@flatrockconsultingnet

(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 25 years.

Occupation: Consulting Petroleum Engineer

Professional and/or Community Activities:

Board member of American Association of Drilling Engineers
Former board member of Family Promise
Grandridge HOA board member

What is your personal vision for the City?

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit Board

Please tell us why you are interested in serving on this board or commission.

I have lived in Midland for the last 25 years and have seen the traffic problems grow. I believe I can provide some insight on how to improve traffic flow.

What contribution would you most like to make?

Help improve traffic flows to ~~improve~~ make Midland a safer place to live.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/7/2024

Name: Daniel Garcia

Phone: 432.230.4966 **(Home)**

None **(Business)**

Address: 4403 W Dengar Avenue

Midland Texas 79707

(City) (State) (Zip)

Email: danumpurs@gmail.com

I am [✓] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [✓] **yes** [ ] **no**

I have lived in Midland 39 **years.**

Occupation: Retired

Professional and/or Community Activities:

Texas Association of School Business Officials

What is your personal vision for the City?

To make Midland Texas the best city in Texas. To use our biggest asset to our advantage and make understand that Midland is leader not only in our region, but the entire state. We want those conventions coming to our city.

Please specify any time constraints you may have.

Currently I do not any time restraints. Certainly this could change if employment status changes.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development and Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

To have a say in the future of this city. I have applied a few times before to various boards but have not had the opportunity to serve

What contribution would you most like to make?

To apply what I have learned from my past experiences and make a positive contribution towards the future of Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

What contribution would you most like to make?

To apply what I have learned from my past experiences and make a positive contribution towards the future of Midland.

Additional pertinent information or references:

Lupe Villlanueva - 432.934.1465, lupev@me.com, 4802 Lemonwood Court Midland Tx 79707

Rebecca Mull - 432.661.0298, mullrebecca7@gmail.com, 700 N Catherine Street Terrell Tx 75160

Haydee Pena- 915.244.4555, haydeepena_1@hotmail.com, 4900 Woodrow Bean Drive El Paso Tx 79924

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

Daniel Garcia Digitally signed by Daniel Garcia
Date: 2024.08.08 09:12:57 -05'00'

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 7/29/2024

Name: Dalia Salinas-Tejeda

Phone: 4326612156 **(Home)**

Address: 4504 Monty Drive

_____ **(Business)**

Midland TX 79703

Email: dalsal521@yahoo.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 14 **years.**

Occupation: Asst. to the City Manager of Odessa

Professional and/or Community Activities:

I work in local goverenemt and I often volunteer for many local community events in both Midland and Odessa.

What is your personal vision for the City?

Making the city grow, and highlights it's best points for other communities to see.

Please specify any time constraints you may have.

I work Monday-Friday from 8 to 5 in odessa, but with adequate notice I can arrange to attend meetings

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

Please tell us why you are interested in serving on this board or commission.

As a resident in Midland with a career in Odessa the transit system is important to me. Transit services could be the key to Bridging bridging the gap between Midland-Odessa.

What contribution would you most like to make?

I would bring the interest of both cities. Living in Midland and working in Odessa allows me to see both prospectives.

Additional pertinent information or references:

I believe my employment in local government would be an asset to the board position.

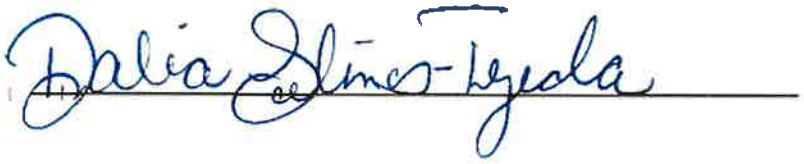
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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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Midland, TX 79702

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/6/2024

Name: Bryan A. Ball

Phone: (432) 210-2819 **(Home)**

Address: 2310 Culpeper Dr.

(432) 813-5573 **(Business)**

Midland, TX 79705

Email: bryanball@mail.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 16 **years.**

Occupation: Petroleum Senior Operations Engineer

Professional and/or Community Activities:

Midland West Rotary - Sergeant at Arms, Indian Princesses - Tally Keeper, Midland A&M Club, Minuet Club,

Society of Petroleum Engineers, Long time Live on Stage season ticket holder, and Petroleum Museum member

What is your personal vision for the City?

I see Midland as a place people want to come and make a home. I feel many of the projects going on currently are helping to foster that goal. This includes the new schools, new roads/highways, sports facilities, mental health center, first responder training facility, downtown improvements, zoo, etc. I want to do my part to add to the livability of the city for the entire cross-section of citizens here.

Please specify any time constraints you may have.

I work 7-5 M-Thurs, and 7-11 Friday. I generally have lunch availability from 11:30-1:30 though. My wife does bowling leagues Tues night, and the kids do piano lessons Thurs night.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

Please tell us why you are interested in serving on this board or commission.

I am interested in this particular board because I have seen it as a growing resource in the area. I see it as invaluable to many people in my own neighborhood. I also see the effect it can have on reducing traffic and congestion on our roads if it could expand

even further. I would like to do what I can to help it be run efficiently to provide the best services it can to the most people.

What contribution would you most like to make?

I am not completely familiar with what all of the oversight responsibilities of the board are for this agency. Regardless, I feel I have a background that can be utilized to provide valuable insight to steer the direction of the transit system. I'm interested in furthering the idea of expanded services, as well as maintaining efficiency and affordability.

Additional pertinent information or references:

I was raised in DFW, but moved here right after graduating college. I got attached after that, and haven't looked back. I have a family with a wife two small kids born in Midland, TX. At this point in my career I am a little more free to give back to the community, and have a desire to contribute where I think I could be helpful. I see this as an opportunity to just give back and help the community.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Bryan A Ball Digitally signed by Bryan A Ball
Date: 2024.08.07 10:38:30 -05'00'

Applications may be submitted online via email or print in order to send by mail:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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: 10/14/2024

Name: Spencer Manning

Phone: 432-296-3688 **(Home)**

Address: 1909 Daybreak Way 432-699-2727 **(Business)**

Midland Texas 79705

(City) (State) (Zip)

Email: smanning@me.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 29 **years.**

Occupation: Service Manager @ Rogers Ford

Professional and/or Community Activities:

Co-Chair for Odessa College Automotive Advisory Committee

Member for Odessa College Automotive Advisory committee

What is your personal vision for the City?

Envisioning a vibrant, inclusive city that fosters innovation and community engagement, I am committed to collaborating with diverse voices to create sustainable solutions for our collective future. Together, we will cultivate a dynamic environment where every resident can flourish and actively contribute to our shared success.

Please specify any time constraints you may have.

Ideally 2 week notice of meetings if possible, can make most work with my schedule.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Spaceport Development Corporation

Please tell us why you are interested in serving on this board or commission.

I am interested in joining the Midland Spaceport Development Corporation to promote economic diversity in our region, reducing the reliance on the oil and gas sector. By supporting the growth of the aerospace industry, I aim to help create sustainable jobs for the

future generations.

What contribution would you most like to make?

I am passionate about contributing to a project that can inspire the next generation, create economic opportunities, and place our city at the forefront of the space and technology industries. I want to be involved with the development of our city for the future.

Additional pertinent information or references:

Jacob Klein - 432-770-2769

Doss Rogers - 432-978-8989

Hunter Seigler - 432-528-4277

(2) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

What contribution would you most like to make?

On the Zoning Board of Adjustment, I would most like to contribute by bringing a balanced, community-focused perspective to zoning decisions. My goal is to help facilitate responsible development that aligns with our city's long-term vision while addressing the immediate needs of residents and businesses.

Additional pertinent information or references:

Jacob Klein - 432-770-2769

Doss Rogers - 432-978-8989

Hunter Seigler - 432-528-4277

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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: 8/9/2024

Name: MyRon McGee

Phone: 432-312-2699 (Home)

Address: 709 Dellwood St.

_____ (Business)

Midland TX 79707

(City) (State) (Zip)

Email: ~~Myronmcgee~~ ~~myron mcgee~~ myronmcgee@gmail.com

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 8 years.

Occupation: Graduate Student

Professional and/or Community Activities:

Alpha Phi Alpha Fraternity Incorporated
Midland Masonic Lodge

What is your personal vision for the City?

My vision for the city is to continue infrastructure improvements and make Midland an environment for young people + young families to thrive.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I'm an animal lover + want to be in a position to aid this commission in making great decisions that benefit Midland + the Midland Animal Shelter.

What contribution would you most like to make?

I would like to be a positive voice + represent the younger city constituency.

Additional pertinent information or references:

Morris Williams - Deputy City Manager

(2) Name of Board/Commission:

Parks + Recreation; Midland Spaceport ~~and~~ Development Corporation

What contribution would you most like to make?

I frequent Midland parks and would use my personal experiences to suggest improvements, talk with neighbors, and continue to ensure they are safe and clean.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 10/21/2024

Name: SCOTT RAMSEY

Phone: 432-661-6481 **(Home)**

Address: 2113 IRONWOOD DRIVE

_____ **(Business)**

MIDLAND TEXAS 79707

Email: sramsey@lcep.net

(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 42 **years.**

Occupation: Petroleum Landman

Professional and/or Community Activities:

Land Manager - Latigo Petroleum, LLC, Midland County Commissioner Pct 1, Owner of Ramsey Petroleum, LP

Board member of Teen Court, Board Member of Texas Conference of Urban Counties

What is your personal vision for the City?

Midland is in the midst of the greatest economic expansion in its history. The oil and gas industry is thriving causing growth in

Housing, infrastrucure, travel (airport), health care to mention few. I would like to help the City that has given so much

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov**)**

(1) Name of Board/Commission:

Airport Planning and Development Board -

Midland Spaceport Development Corporation

Please tell us why you are interested in serving on this board or commission.

Commercial air travel is growing at a pace never seen in Midland. Private plane ownership and travel is an intrigal part of

Growth of Midland. As an ex-pilot, my interest in this area has never waivered.

What contribution would you most like to make?

I feel my service as a Midland County Commissioner puts me in a unique position to help with planning the future of this Great asset.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Scott Ramsey

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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/31/2024

Name: Dann Schantz

Phone: _____ **(Home)**

Address: 5007 Canterbury

432-296-2453 **(Business)**

Midland Texas 79705

(City) (State) (Zip)

Email: dannwork24@gmail.com

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

I have lived in Midland 40 **years.**

Occupation: Lead Instructor at Venture Robotics LLC/ Drone Ins

Professional and/or Community Activities:

STEM Camp with Diamond Back Energy and Opportunity tribe, STEM Camps with Kids College a Midland College

Robot Competition Coordinator for the area 2022/23

Founders Blend

What is your personal vision for the City?

To see economic growth in the city through innovation. Create Initiatives to enhance STEM education in all Midland schools.

To create a community engagement about space

. Midland is set to be the next rocket town between space development high speed corridors I want to take part in the excitement.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Spaceport Development Corporation

Please tell us why you are interested in serving on this board or commission.

Space leads to innovation and new discoveries I want to be a part of the pioneering spirit.

What contribution would you most like to make?

Connection to the community

Robotics experience.

Educational Experiences

Additional pertinent information or references:

https://www venturerobotics net/

Diamondback Energy

Finishing a Masters in STEM Education at Texas Tech

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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City Secretary's Office

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/28/2024

Name: Keith Braun

Phone: 7246504585 **(Home)**

Address: 1209 Rhett Drive

_____ **(Business)**

Midland TX 79705

Email: keithbraun12345@outlook.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: Account Manager/Real Estate Developer

Professional and/or Community Activities:

Permian Strategic Partnership: Road Safety Commission

Energy Workforce & Technology Council

Texas Certified Professional Engineer (PE # 147290)

What is your personal vision for the City?

My personal vision for the City of Midland is that it continues to grow in population which will build immunity on the boom/bust cycles experienced in the O&G industry. Real estate development is near to my heart, I currently own real estate and businesses here in Midland and plan to continue to expand with time.

Please specify any time constraints you may have.

I will make my schedule available for any specific commissions.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Advisory Committee (Real estate development)

Please tell us why you are interested in serving on this board or commission.

I'm interested in serving on this board because of my background in oil and gas (BS & MS in Petroleum Engineering + Professional Engineer), and additionally because of my background in real estate development. I think the experience I bring would be a great

synergy to have for this particular commission.

What contribution would you most like to make?

My background in real estate development here locally in Midland, TX would be valuable to this commission.

Additional pertinent information or references:

(2) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

What contribution would you most like to make?

Interested in zoning determination and learning more about it. My background in real estate would be helpful to this.

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

Keith Braun Digitally signed by Keith Braun
Date: 2024.10.28 10:00:04 -05'00'

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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PLEASE TYPE OR PRINT CLEARLY:

Date: 7/26/2024

Name: Damon Button

Phone: _____ **(Home)**

Address: 2204 Bradford Ct

432-634-4623 **(Business)**

Midland TX 79705

Email: dcbclb1950@gmail.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 35 **years.**

Occupation: Retired

Professional and/or Community Activities:

Retired CFO of Endeavor Energy Resources, LP

Former CFO of Clayton Williams gas processing and pipeline companies

Former Manger of KPMG, an international CPA firm

What is your personal vision for the City?

Continued growth and improved quality of life should be emphasized. Growth should be balanced through consideration of private residential and commerical real estate interests concerns always seeking a net win for the community.

Please specify any time constraints you may have.

My only residence is Midland. I travel occasionally for pleasure but, in general, will be available as required.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Oil & Gas Advisory commission

Please tell us why you are interested in serving on this board or commission.

I think I can add value through serving on Boards dealing with areas which I have substantial experience and expertise.

My goal in life after my retirement is to add value in every way.

What contribution would you most like to make?

My contribution would be hearing about issues from all points of view in a thoughtful, patient manner. I can contribute skills learned in a business career to mediate and develop an approach to problem solving. Through prior finance and oil and gas marketing jobs, I believe that I can provide an unique macro economic perspective.

Additional pertinent information or references:

Autry C. Stephens, Sole Member of Endeavor Peroleum Inc., general partner of Endeavor Energy Resources, LP

Don Evans, former Secretary of Commerce

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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City of Midland

City Secretary's Office

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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/13/2024

Name: Vincent Doczy

Phone: 574.612.4494 **(Home)**

Address: 5518 Rio Grande Ave

_____ **(Business)**

Midland TX 79707

Email: vince.doczy@conocophillips.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 7 **years.**

Occupation: Petroleum Engineer

Professional and/or Community Activities:

Soceity of Petroleum Engineers - Board Member

Patriot Network (Conocophillips) - Chair

Project214 - Board Member

What is your personal vision for the City?

I have adopted Midland as my home and want to see it be the best it can be.

Please specify any time constraints you may have.

I am employed during regular business hours. I am available most day with notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Comission

Please tell us why you are interested in serving on this board or commission.

This is where the base of my expertise lies. I've been told we were short volunteers and I would like to step up for my community.

What contribution would you most like to make?

I would be happy assisting in anyway that I am able.

Additional pertinent information or references:

I have worked in teh Oil and Gas industry for 10 years and am currently employeed at Conocophillips.

I have a masters degree in petroleum engineering.

(2) Name of Board/Commission:

Parks and Recreation comission

What contribution would you most like to make?

I would like to carry on the great tradition of the american parks system.

Additional pertinent information or references:

I regularly volunteer in park clean up events through Keep Midland Beautiful.

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

Vincent M Doczy

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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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: 7/26/2024

Name: Justin Dolan

Phone: 214-682-6542 **(Home)**

Address: 810 Harvard Ave. 432-688-1374 **(Business)**

Midland TX 79701

Email: jdolan@lcalawfirm.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 9 **years.**

Occupation: Attorney

Professional and/or Community Activities:

Community Children's Clinic Board Member; PBLA; Midland County Bar Association

What is your personal vision for the City?

I want it to grow and be a great place to raise my family. The infrastructure needs upgrading and we need to do better in order to attract employees and companies to stay in Midland.

Please specify any time constraints you may have.

I am flexible but also have two young children so during the work week is best time for me to meet.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning & Zoning

Please tell us why you are interested in serving on this board or commission.

The P&Z commission appeals to me as having a direct impact on what is built or allowed to be built in the city.

What contribution would you most like to make?

I would like to be invovled on the decision making process in Midland and to better the community as a whole. I believe becoming actively involved with a board or commission is the best place to do just that.

Additional pertinent information or references:

(2) Name of Board/Commission:

Oil and Gas Advisory Commission

What contribution would you most like to make?

The Oil and Gas Advisory commission interests me because my main job focus is in the oil and gas field. I feel like my work as an oil and gas attorney makes me qualified to help guide the direction of the city's oil and gas operations.

Additional pertinent information or references:

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Signature of Applicant

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City of Midland

City Secretary's Office

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Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 04/03/2024

Name: Justin Willmon

Phone: (432) 557.8511 (Home)

Address: 4700 Rosewood Drive

(432) 999.2149 (Business)

Midland, Tx 79707

Email: Justin@welcomehomepg.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 32 years.

Occupation: Real Estate Broker

Professional and/or Community Activities:

Member of the Permian Basin Board of Realtors, Stonegate Fellowship member, Midland Chamber of Commerce member, Midland YPN

What is your personal vision for the City?

My vision for the city is of one that continues to keep growing and pushing our community members to be more involved and transition to a place of economic activity, that is known for more than just oil and gas. I would work to continue building off of the projects that have already started, as well as try to ensure Midland continues to clean up and bette our community.

Please specify any time constraints you may have.

I am a real estate broker so my time is pretty flexible. I also have a full team of real estate agents that work for me, which allows for quite a bit of flexibility when needed.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning & Zoning - Alternate

Please tell us why you are interested in serving on this board or commission.

I want to become more involved in the community and understand the decisions that are being made that affect who does business in our community and how that business is done. I have seen theis city grow from a small community into what it is now. Being born and raised here, I have seen tons of growth and I feel like it is finally on a good path that I would like to see continue.

What contribution would you most like to make?

I would just love to be involved with the planning of the future of Midland. With my knowledge of the real estate industry over the past 8 years in Midland, both residential and commercial, I feel like i could add my knowledge and expertise to a board that is already functioning at a high level.

Additional pertinent information or references:

Bachelors of Business Management - Angelo State University 2013

(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

Justin Willmon dotloop verified 04/03/24 5:20 PM CDT MOEM-NQRY-CLTN-Q9FN

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/12/2024

Name: Marion Bryant

Phone: 432-693-6652 **(Home)**

Address: 5206 Lavaca Avenue

432-253-8972 **(Business)**

Midland, TX 79707

Email: marionbryant51@yahoo.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 16 **years.**

Occupation: Senior Vice President & Trust Officer - SouthWest B

Professional and/or Community Activities:

Permian Basin CPA Society; Boards of Hospice of Midland and Hospice of Midland Endowment; Chaplain and Financial Secretary for the Negro Business & Professional Women Club of Midland; Republican Women of Midland member; Midland Business and Estat Council (MOBEC); Midland Rotary Club;

What is your personal vision for the City?

Midland is a thriving community that has shown itself to be resourceful and forward-thinking. My vision is for the City to be able to overcome the negative stereotypes of an O&G town. It does need to do more to attract young people and families who want to stay here to rear their families and contribute to Midland's health and well-being. I want to be a part of that growth and longevity.

Please specify any time constraints you may have.

Other than a couple of monthly (HOM) and quarterly (HOME) meetings at noon, I can arrange my time for the committees on which I could be appointed to serve for the duration of the terms.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Animal Control Advisory Commission;

Parks and Recreation Commission

Permian Basin Community Center for MH/MR

Please tell us why you are interested in serving on this board or commission.

I want to learn more about the services of each organization listed above and how the community can better understand the services offered and the help available for not only the MH/MR community but also for those who can't speak for themselves

(the animals).

What contribution would you most like to make?

We've lived many places in our married life but have not been able to contribute much towards the betterment of our communities. Now, I have the time and the ability to be committed to whatever work is necessary to make Midland the best possible place to attract and keep businesses and families.

Additional pertinent information or references:

I've combined my interest in serving on the three Boards/Commissions in #1 and all the information on my contribution is applicable to each organization.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Marion Bryant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

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Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 10/31/2024

Name: Peggy Cox

Phone: 432-940-0127 **(Home)**

Address: 1212 Porterfield Rd _____ **(Business)**

Midland Texas 79705

Email: peggycox.gmen@yahoo.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 17 1/2 **years.**

Occupation: Manager of a Rural Water System

Professional and/or Community Activities:

Served as board President for West Texas BMX for 3 years; advisory role for board for West Texas BMX

What is your personal vision for the City?

To make sure that the parks are kept current and up to date with new items which also includes safety.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreational

Please tell us why you are interested in serving on this board or commission.

To help improve the parks & sports for the youth of Midland and also for the elderly.

What contribution would you most like to make?

Additional pertinent information or references:

Gave reports to and worked some with Joey Jolly.

(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

Peggy Cox

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 6/13/2024

Name: Vincent Doczy

Phone: 574.612.4494 **(Home)**

Address: 5518 Rio Grande Ave

_____ **(Business)**

Midland TX 79707

Email: vince.doczy@conocophillips.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 7 **years.**

Occupation: Petroleum Engineer

Professional and/or Community Activities:

Soceity of Petroleum Engineers - Board Member

Patriot Network (Conocophillips) - Chair

Project214 - Board Member

What is your personal vision for the City?

I have adopted Midland as my home and want to see it be the best it can be.

Please specify any time constraints you may have.

I am employed during regular business hours. I am available most day with notice.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Comission

Please tell us why you are interested in serving on this board or commission.

This is where the base of my expertise lies. I've been told we were short volunteers and I would like to step up for my community.

What contribution would you most like to make?

I would be happy assisting in anyway that I am able.

Additional pertinent information or references:

I have worked in teh Oil and Gas industry for 10 years and am currently employeed at Conocophillips.

I have a masters degree in petroleum engineering.

(2) Name of Board/Commission:

Parks and Recreation comission

What contribution would you most like to make?

I would like to carry on the great tradition of the american parks system.

Additional pertinent information or references:

I regularly volunteer in park clean up events through Keep Midland Beautiful.

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

Vincent M Doczy

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/16/2024

Name: Daniel Garcia

Phone: 432.230.4966 **(Home)**

Address: 4403 W Dengar Avenue

_____ **(Business)**

Midland Tx 79707

Email: danumpurs@gmail.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 39 **years.**

Occupation: Purchasing specialist

Professional and/or Community Activities:

Member of Texas Association of School Business Officials - retired

What is your personal vision for the City?

To make Midland a positive influence around the state of Texas.

Please specify any time constraints you may have.

None currently

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 Commision

Please tell us why you are interested in serving on this board or commission.

I grew up playing sports. I grew thinking that being able to have nice facilities to play on made a positive impact on my life.

What contribution would you most like to make?

Time, talents and being a voice that no community should have a ceiling on the dreams they have for having great sports activities and facilities.

Additional pertinent information or references:

(2) Name of Board/Commission:

Midland-Odessa Urban Transit District Board

What contribution would you most like to make?

I would like to give my take on the importance of developing positive ideas between our 2 cities specifically as it relates to public transportation. We need to share ideas that will both our cities grow.

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

Daniel Garcia Digitally signed by Daniel Garcia
Date: 2024.10.16 21:00:38 -05'00'

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/30/2024

Name: Samuel Gonzalez

Phone: 432-230-2877 **(Home)**

Address: 1118 E Jax Ave, Midland,TX 79701 432-230-2877 **(Business)**

Email: samuel.gonzalez.78@icloud.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 42 **years.**

Occupation: Director of Recruitment for Kirby Corporation

Professional and/or Community Activities:

Volunteer with Communities In Schools at local and national level. Advisory board member of Midland College Energy Technology, Diesel Technology, and BAS- Organizational Management programs. Graduate of Midland College with AAS Petroleum Energy Tech Advisory Board Member Odessa College - Engineering and Technology board.

What is your personal vision for the City?

To be a city where families and workers can have a good qualitiy of life with enough parks and recreational activiities where they don' feel like they need to get out of the Midland/Odessa area to enjoy time outdoors with their family. This is such a great place to work and we need to do what is needed to also be a great place to live and not feel like a hardship to family to live/work in Midland.

Please specify any time constraints you may have.

None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreations Commission.

Please tell us why you are interested in serving on this board or commission.

Born and raised in Midland, TX and believe that we need to be citizens in action to represent Midland and drive initiatives that will support the growth and quality of live for our residents.

What contribution would you most like to make?

To improve quality of life for local residents and make our city a place where families would like to live and call home.

Additional pertinent information or references:

Reference: Luis Sanchez - Phone 432-352-8130.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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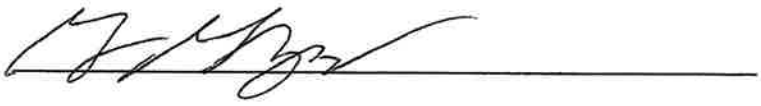
Signature of Applicant



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City of Midland

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PO Box 1152

Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 6/6/2024

Name: Brittany Halbert

Phone: 432-528-4317 **(Home)**

Address: 910 Almont Place

432-688-1370 **(Business)**

Midland TX 79705

(City) (State) (Zip)

Email: bhalbert@lcalawfirm.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 10 **years.**

Occupation: HR Director, Lynch, Chappell & Alsup

Professional and/or Community Activities:

I am HR Director & Adminstrator at Lynch, Chappell & Alsup and just completed Year 1 of Leadership Midland. I am involved in Midland Panhellenic, Midland Christian School, and the Midland Chapter of Chi Omega Alumni. I currently volunteer with Boys and Girls Club, American Cancer Society and the United Way.

What is your personal vision for the City?

I love Midland and am proud of our city. I believe Midland is important to the world and to the global economy but must be invested in and cared for by our citizens on a local level. I am encouraged to see the progress that has been made as Midland invests in Midland, and I want to do my part to facilitate growth, conversation and pride in our community.

Please specify any time constraints you may have.

None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Parks & Recreation Commission

Please tell us why you are interested in serving on this board or commission.

As a parent of two young boys, I invest a lot of time at many of our local parks and understand the community investment. I want to continue to be the eyes, hands and mouth for the city to continue efforts and progress.

What contribution would you most like to make?

I want to apply my business acument to review projects and plans that impact our city and citizens. As a business leader and as parent, I feel I have practical knowledge, realistic application and enthusiasm to contribute to the future of our community.

Additional pertinent information or references:

At Leadership Midland, we learned of the volume and geographic spread of the city's investment and some of the "how to's". Understanding the online process allowed me to submit a request for Butler park as TBall season began. The request was completec within days. It was easy to explain to other parents that we can easily enact change if we are working on behalf of our community.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

Docusign Envelope ID: 00DD5B09-9419-4C72-9059-5E2748BAAC03

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: 10/3/2024

Name: Deborah Julian

Phone: 4329342295 **(Home)**

Address: 4907 Polo Parkway

_____ **(Business)**

Midland TX 79705

Email: deborah_julian@yahoo.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 40 **years.**

Occupation: Real Estate

Professional and/or Community Activities:

Board Member Camp Fire West Texas

Stonegate Servant Leader

What is your personal vision for the City?

Growing up in Midland since the sixties seeing the current growth along with future planning is exciting. Of course the Midland I grew up with no longer exist, I see Midland has a new mindset with current leadership along with expansion in areas that have long been delayed such as schools, airport expansion, space technology, medical facilities, options to entice people to explore Midland.

Please specify any time constraints you may have.

Tuesday once a month - Board Meeting Camp Fire

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

Diverse Background with Commercial Carrier serving as Manger on Duty for Flight Service in DFW which is one of the busiest airport in US ensuring on time departures, along with effective resolution of operational needs.

Docusign Envelope ID: 00DD5B09-9419-4C72-9059-5E2748BAAC03

What contribution would you most like to make?

Improving our current conditions allowing for growth and expansion

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

DocuSigned by:
Deborah Julian
81A83DB345B44B7...

10/16/2024

Applications may be submitted online via email or print in order to send by mail:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 8/9/2024

Name: Max Kilgore

Phone: 432-556-1947 **(Home)**

Address: 210 Club Drive _____ **(Business)**

Midland TX 79701

Email: maxkilgore@icloud.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 6 **years.**

Occupation: Lease Operator

Professional and/or Community Activities:

Stonegate Small Group, Regular open mic participant at The Destination

What is your personal vision for the City?

To continue to evolve Midland into a thriving, sustainable and diversified city that honors our oil and gas legacy while embracing innovaion, community wellness, and enviromental stewardship.

Please specify any time constraints you may have.

N/A

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Parks and Recreation Advisory Board

Please tell us why you are interested in serving on this board or commission.

What contribution would you most like to make?

I would like to maximize and upgrade existing infrastructure in a fiscally responsible way.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/9/2024

Name: MyRon McGee

Phone: 432-312-2699 (Home)

Address: 709 Dellwood St.

(Business)

Midland TX 79707

(City) (State) (Zip)

Email: ~~Myronmcgee~~ ~~MyRon McGee~~ myronmcgee@gmail.com

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 8 years.

Occupation: Graduate Student

Professional and/or Community Activities:

Alpha Phi Alpha Fraternity Incorporated
Midland Masonic Lodge

What is your personal vision for the City?

My vision for the city is to continue infrastructure improvements and make Midland an environment for young people & young families to thrive.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Control Advisory Commission

Please tell us why you are interested in serving on this board or commission.

I'm an animal lover & want to be in a position to aid this commission in making great decisions that benefit Midland & the Midland Animal Shelter.

What contribution would you most like to make?

I would like to be a positive voice + represent the younger city constituency.

Additional pertinent information or references:

Morris Williams - Deputy City Manager

(2) Name of Board/Commission:

Parks + Recreation; Midland Spaceport ~~and~~ Development Corporation

What contribution would you most like to make?

I frequent Midland parks and would use my personal experiences to suggest improvements, talk with neighbors, and continue to ensure they are safe and clean.

Additional pertinent information or references:

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Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 7-30-2024

Name: Daniel S. NORWOOD

Phone: [redacted] 682-5544 (Home)

Address: 1705 MABERRY

618-5012 (Business)

MIDLAND Tx. 79705

Email: danny@dannynorwood.co

(City) (State) (Zip)

I am [✓] I am not [ ] a U.S. Citizen

* I was in the class when covid happened so it never finished.

Please tell us about yourself:

Are you a graduate of Midland 101? [*] yes [ ] no

I have lived in Midland 66 years.

Occupation: Realtor

Professional and/or Community Activities:

Past Board Member of Big Brothers, Heart Assoc, Cancer, Center for Battered Women. Current Member of MCVTD which I was asked to join after Midland 101 was disbanded b/c of covid. Also served on allocation committee for CVB a few years ago.

What is your personal vision for the City?

To continue to watch it grow & attract new businesses for everyone to enjoy.

Please specify any time constraints you may have.

None - FYI I came back to Midland in Aug of 81 after graduating from UT-Austin & was on the Boards mentioned above until Fall of 1992 when my wife & I started our family.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal control

Please tell us why you are interested in serving on this board or commission.

I own 4 dogs, take great care of them & would like to see our pet population get under control.

What contribution would you most like to make?

FOR STAFFERS, VOLUNTEER TO WALK DOGS THAT CITY HAS IMPLEMENTED.

Additional pertinent information or references:

-

(2) Name of Board/Commission:

PARKS & RECREATION

What contribution would you most like to make?

MY KIDS GREW UP @ FASKEN PARK & IT HAS BEEN UPDATED MANY TIMES OVER THE YEARS. WOULD LIKE TO SEE OTHER PARKS GET UPDATED IN TIME.

Additional pertinent information or references:

-

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Signature of Applicant

Daniel S. Norwood

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/4/2024

Name: Xavier Torres

Phone: 432-631-4689 **(Home)**

Address: 1508 Alcove Ct. 432-221-4606 **(Business)**

Midland Texas 79703

Email: xavier.torresRN@outlook.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 30 **years.**

Occupation: Registered Nurse

Professional and/or Community Activities:

I currently serve on the Young Professionals of Midland Steering Committee where I am the Events Subcommittee Chair. I am also on the school board for St. Ann's Catholic School in Midland. I am currently the District 2 Director for the Texas Organization for Nursing Leadership. I have been employed at Midland Health since 2012, working in various roles.

What is your personal vision for the City?

I look for Midland to continue to be a community where families can be raised. In doing this, there are certain aspects that need to be continued and improved. I look for Midland to continue its success while improving the

Please specify any time constraints you may have.

I currently have committments on the first and second Tuesday evenings of the month.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Barbara & George H.W. Bush Convention Center Advisory Board,

Please tell us why you are interested in serving on this board or commission.

I have been thrilled with the impact the Bush Convention Center has been able to have on our committee. I have had the priviledge of attending multiple events. I would look forward to the opportunity to particpate in the management of the convention center.

What contribution would you most like to make?

I would like to work to have additional events at the convention center and work to increasing the community engagement.

Additional pertinent information or references:

(2) Name of Board/Commission:

Parks and Recreation Commission

What contribution would you most like to make?

I would like to provide a voice for those with young children who visit the many parks within Midland. I would like to see an increase in the utilization of all parks by meeting the needs of our youngest Midlanders.

Additional pertinent information or references:

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Signature of Applicant

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Weston (Wes) Turner

Address: 4901 Thames Ct

Midland (City) Tx (State) 79705 (Zip)

Date: 8/8/2024

Phone: 817-201-6812 **(Home)**

(Business)

Email: westonturner@sbcglobal.net

I am [✔] **I am not** [ ] **a U.S. Citizen**

Please tell us about yourself:

I have lived in Midland 10 **years.**

Are you a graduate of Midland 101? [ ] **yes** [✔] **no**

Occupation: Engineer

Professional and/or Community Activities:

Engineering Manager at XTO Energy

Board member of two local non-profits

What is your personal vision for the City?

My wife and I have lived in Midland for 10 years, raising a family of three kids. Our youngest son was born in Midland and will always call it his home. We have grown roots in this community and we seek to see it flourish. Midland is full of great people, I want to help provide them the best environment possible to raise their families.

Please specify any time constraints you may have.

I hold a full-time office job with some flexibility during weekday working hours. I can generally be available during and around lunch, and could periodically meet other times during the day. Evenings are generally available.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

I think Midland is a great place to raise a family, I want to ensure that continues and is enhanced as much as possible. My kids have played sports and enjoyed the parks Midland has to offer. The parks have been improved over time, I would like to see that continue.

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 8/9/2024

Name: Matthew Wilson

Phone: 832.472.6978 **(Home)**

Address: 2108 N I St

_____ **(Business)**

Midland TX 79705

Email: mattd.wilson1@gmail.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 8 **years.**

Occupation: Operations Manager at ConocoPhillips

Professional and/or Community Activities:

I am an Operations Manager at ConocoPhillips. I also coach my daughter's soccer team in the MSA league.

Myself and my family are active members at Redeemer Church.

What is your personal vision for the City?

My vision for the city is to enhance the quality of life for all residents by creating more vibrant, and accessible environment. Work to expand nature and walking trails to provide residents with safe and scenic routes to enjoy. Enhance outdoor facilities, rec areas, spor facilities. Expand the park system, and improve playgrounds with sun covers so they can be used more in the summer.

Please specify any time constraints you may have.

Busy second Tuesdays of the month with company safety meetings.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

I have a passion for the outdoors and want to create more access for families locally. My family enjoys spending time outside and at at the parks/pools the city has. I want to help give back to the community and help it grow/ improve quality of life.

What contribution would you most like to make?

Allocate time and effort to help expand the park system to continue to improve the quality of life locally. Help build on the work already done and achieve visible, sustainable results no matter how big or small. Expand the pool system, more outdoor water related activities.

Additional pertinent information or references:

(2) Name of Board/Commission:

Airport Planning and Development Board

What contribution would you most like to make?

Midland is rapidly growing. I'd like to help the airport grow with the city and continue to do an outstanding job supporting the community, economy and quality of life for the city. Parking lots expansion, and more direct flights to cities further away than Dallas, Houston, and Las Vegas.

Additional pertinent information or references:

I'd like to help give back to the community.

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Signature of Applicant

Applications may be submitted online via email or print in order to send by mail:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Date: 3/28/2024

Name: Joy L. Paulson

Phone: 432-638-4473 **(Home)**

Address: 1001 N Garfield

432-688-7745 **(Business)**

Midland TX 79701

Email: jpaulson@keepmidlandbeautiful.org

(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 37 **years.**

Occupation: Executive Director Keep Midland Beautiful

Professional and/or Community Activities:

Worked at Midland Memorial in Information Technology from 1998-2023 - Presently Executive Director of Keep Midland Beautiful

Served on the United Way Allocation Panel for 7 years.

What is your personal vision for the City?

As a long time volunteer, board member and now Executive Director of Keep Midland Beautiful - I see the transformations the community has grown into and continues to grow. My personal vision would to see our community also grow into more mindfullness of litter prevention, water conservation and expanding on our minimal recycling programs and options. I would like to bring that educa

Please specify any time constraints you may have.

Once a month - every second Tuesday of the month I have Executive Committee and Board of Directors meetings

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

It will give me an opprotunity to contribute to the future vision and direction of our community and to serve as a partnered leader for the betterment of our community. It's opportunity to also see diverse points of views and step out of the comfort zone

What contribution would you most like to make?

An opprotunity to make our community better with right things in the right places that will have a positive impact on our city. I would be honored and humbled to be apart of that impact

Additional pertinent information or references:

I am signed up to attend the next Midland 101

(2) Name of Board/Commission:

Parks and Recreation

What contribution would you most like to make?

To be an advocate to all that enjoy our parks recreation facilities by helping to maintain the safety, improvement and a voice to future developments.

Additional pertinent information or references:

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Signature of Applicant

Jay L. Pawlow

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/28/2024

Name: Keith Braun

Phone: 7246504585 **(Home)**

Address: 1209 Rhett Drive

_____ **(Business)**

Midland TX 79705

Email: keithbraun12345@outlook.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: Account Manager/Real Estate Developer

Professional and/or Community Activities:

Permian Strategic Partnership: Road Safety Commission

Energy Workforce & Technology Council

Texas Certified Professional Engineer (PE # 147290)

What is your personal vision for the City?

My personal vision for the City of Midland is that it continues to grow in population which will build immunity on the boom/bust cycles experienced in the O&G industry. Real estate development is near to my heart, I currently own real estate and businesses here in Midland and plan to continue to expand with time.

Please specify any time constraints you may have.

I will make my schedule available for any specific commissions.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Oil and Gas Advisory Committee (Real estate development)

Please tell us why you are interested in serving on this board or commission.

I'm interested in serving on this board because of my background in oil and gas (BS & MS in Petroleum Engineering + Professional Engineer), and additionally because of my background in real estate development. I think the experience I bring would be a great

synergy to have for this particular commission.

What contribution would you most like to make?

My background in real estate development here locally in Midland, TX would be valuable to this commission.

Additional pertinent information or references:

(2) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

What contribution would you most like to make?

Interested in zoning determination and learning more about it. My background in real estate would be helpful to this.

Additional pertinent information or references:

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Signature of Applicant

Keith Braun

Digitally signed by Keith Braun
Date: 2024.10.28 10:00:04 -05'00'

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

Submit Via Email

Print Application

Docusign Envelope ID: 00DD5B09-9419-4C72-9059-5E2748BAAC03

APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/3/2024

Name: Deborah Julian

Phone: 4329342295 **(Home)**

Address: 4907 Polo Parkway

(Business)

Midland TX 79705

Email: deborah_julian@yahoo.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 40 **years.**

Occupation: Real Estate

Professional and/or Community Activities:

Board Member Camp Fire West Texas

Stonegate Servant Leader

What is your personal vision for the City?

Growing up in Midland since the sixties seeing the current growth along with future planning is exciting. Of course the Midland I grew up with no longer exist, I see Midland has a new mindset with current leadership along with expansion in areas that have long been delayed such as schools, airport expansion, space technology, medical facilities, options to entice people to explore Midland.

Please specify any time constraints you may have.

Tuesday once a month - Board Meeting Camp Fire

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at *www.midlandtexas.gov*)

(1) Name of Board/Commission:

Airport Planning and Development Board

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

Diverse Background with Commercial Carrier serving as Manger on Duty for Flight Service in DFW which is one of the busiest airport in US ensuring on time departures, along with effective resolution of operational needs.

Docusign Envelope ID: 00DD5B09-9419-4C72-9059-5E2748BAAC03

What contribution would you most like to make?

Improving our current conditions allowing for growth and expansion

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

DocuSigned by:
Deborah Julian
81A83DB345B44B7...

10/16/2024

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 2/26/2024

Name: Brentley LaFoy

Phone: (432) 934-1529 **(Home)**

Address: 1506 North D Street

(Business)

Midland TX 79701

Email: brentley@risegrouprealestate.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: Self-Employed

Professional and/or Community Activities:

Young Professionals of Midland

Young Professionals Network - Realtors

TREPAC Committee

What is your personal vision for the City?

I want Midland to thrive with innovation and sustainability. It's not just about oil and gas anymore; Education should be a priority, making sure our schools get the resources they need and giving everyone in our community chances to learn throughout their lives. We need to make sure our city grows in a smart way that meets the needs of everyone who lives here.

Please specify any time constraints you may have.

I work part time for David H. Arrington Oil and Gas, I am a Real Estate agent with Fathom Realty, and I run a small local snow cone stand. These are time constraints that I may have.

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(You can find a complete and current list on the City's website at www.midlandtexas.gov**)**

(1) Name of Board/Commission:

Planning and Zoning

Airport Zoning Board of Adjustment & Zoning Board of Adjustment

Please tell us why you are interested in serving on this board or commission.

I care about planning and zoning because it affects how our neighborhoods and cities grow, I want to contribute by helping make sure its done responsibly for our community. It also means making sure everyone's voices are heard and that we all have a fair

say in how things develop around us.

What contribution would you most like to make?

As a young and driven individual, I aim to learn and contribute to my community. With my background in real estate, I seek to sharpen my skills through this committee and bring added value to my community. My goal is to make contributions by assisting in shaping the future of Midland.

Additional pertinent information or references:

Derek Whiting

Bobby Burns

David H. Arrington

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

B LaFoy

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Date: 10/14/2024

Name: Spencer Manning

Phone: 432-296-3688 **(Home)**

Address: 1909 Daybreak Way

432-699-2727 **(Business)**

Midland (City) Texas (State) 79705 (Zip)

Email: smanning@me.com

I am ☑ **I am not** ☐ **a U.S. Citizen**

Please tell us about yourself:

Are you a graduate of Midland 101? ☑ **yes** ☐ **no**

I have lived in Midland 29 **years.**

Occupation: Service Manager @ Rogers Ford

Professional and/or Community Activities:

Co-Chair for Odessa College Automotive Advisory Committee

Member for Odessa College Automotive Advisory committee

What is your personal vision for the City?

Envisioning a vibrant, inclusive city that fosters innovation and community engagement, I am committed to collaborating with diverse voices to create sustainable solutions for our collective future. Together, we will cultivate a dynamic environment where every resident can flourish and actively contribute to our shared success.

Please specify any time constraints you may have.

Ideally 2 week notice of meetings if possible, can make most work with my schedule.

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(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Spaceport Development Corporation

Please tell us why you are interested in serving on this board or commission.

I am interested in joining the Midland Spaceport Development Corporation to promote economic diversity in our region, reducing the reliance on the oil and gas sector. By supporting the growth of the aerospace industry, I aim to help create sustainable jobs for the

future generations.

What contribution would you most like to make?

I am passionate about contributing to a project that can inspire the next generation, create economic opportunities, and place our city at the forefront of the space and technology industries. I want to be involved with the development of our city for the future.

Additional pertinent information or references:

Jacob Klein - 432-770-2769

Doss Rogers - 432-978-8989

Hunter Seigler - 432-528-4277

(2) Name of Board/Commission:

Zoning Board of Adjustment and Airport Zoning Board of Adjustment

What contribution would you most like to make?

On the Zoning Board of Adjustment, I would most like to contribute by bringing a balanced, community-focused perspective to zoning decisions. My goal is to help facilitate responsible development that aligns with our city's long-term vision while addressing the immediate needs of residents and businesses.

Additional pertinent information or references:

Jacob Klein - 432-770-2769

Doss Rogers - 432-978-8989

Hunter Seigler - 432-528-4277

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