

CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
February 14, 2012 - 8:45 AM
Council Chamber - City Hall
300 North Loraine
Midland, Texas

These items, as well as any other items on the regular posted agenda for the City Council Meeting on this date, may be discussed:

1. Receive an update from Alonda Massey of EZ-Rider regarding the status of their projects and operations.
2. Receive an update from Craig Farmer, Project Consultant of MOTOR MPO, regarding the State Highway 191 Corridor and Access Management Study.
3. Receive a presentation from Utility Service Partners, Inc. concerning the National League of Cities-Service Line Warranty Program.

AGENDA FOR CITY COUNCIL MEETING
February 14, 2012 – 10:00 AM
Council Chamber - City Hall

The Midland City Council agenda is posted for public notice at least 72 hours prior to the Tuesday meetings. All requests to be placed on the Council agenda by the public must be submitted to the City Manager, in writing, at least one week before the Council meetings. Such written requests must be in sufficient detail to identify the subject matter as well as the contact person who will represent the matter before the Council. The City Council reserves the right to not consider matters over which the City has no jurisdiction.

OPENING ITEMS

1. Invocation - Pastor Robert Pase, Grace Lutheran Church
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Presentation of a Proclamation for Midland Saves Week.
 - b. Presentation of a Retiree Commendation to retiring City employee Wilma Lanell Miller from the City Secretary's Office.

PUBLIC COMMENT

4. Receive public comments where individuals may address the City Council on City related issues and projects. 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.

CONSENT AGENDA

5. Consider a motion approving the following minutes:
 - a. Regular Minutes of January 24, 2012.

6. Consider a resolution authorizing the City Manager and the City Attorney to negotiate the purchase of 405 North Loraine Street, Midland, Texas for the construction of a new Municipal Court building. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 016

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE TERMS FOR THE PURCHASE OF THE BANK OF AMERICA PROPERTY LOCATED AT 405 NORTH LORAIN STREET, MIDLAND, TEXAS

7. Consider a resolution authorizing the City Manager and the City Attorney to negotiate and execute a professional services agreement with Brinkley Sargent to perform architectural and engineering services for providing design, plans, specifications and architectural services for the construction of a new Municipal Court. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 017

RESOLUTION AUTHORIZING THE NEGOTIATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BRINKLEY SARGENT ARCHITECTS, INCORPORATED, FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF A NEW MUNICIPAL COURT BUILDING

8. Consider a resolution authorizing the City Manager and the City Attorney to negotiate and execute a professional services agreement with Rhotenberry-Wellen to perform architectural and engineering services for providing design, plans, specifications and architectural services for the Midland Center renovation project. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 018

RESOLUTION AUTHORIZING THE NEGOTIATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RHOTENBERRY WELLEN ARCHITECTS AND PLANNERS, INCORPORATED, FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR RENOVATION AND REPAIR TO THE MIDLAND CENTER

9. Consider a resolution approving an agreement with Grande Communications for internet service provider services for the Communications and Information Systems Department. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 019

RESOLUTION AUTHORIZING THE EXECUTION OF A THREE-YEAR CONTRACT FOR INTERNET AND NETWORK SERVICES FROM GRANDE COMMUNICATIONS, L.L.C., AT A TOTAL COST OF \$68,400.00

10. Consider a resolution authorizing the City Manager and the City Attorney to negotiate and execute a professional services agreement with Parkhill, Smith and Cooper to perform architectural and engineering services for providing

design, plans, specifications and architectural services for the construction of Fire Station 10. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 020

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INCORPORATED, FOR ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF FIRE STATION # 10; AND THERE WAS NO REQUEST FOR QUALIFICATIONS ADVERTISED FOR SAID PROJECT; AND ACCEPTING THE CITY MANAGER'S RECOMMENDATIONS THAT A PROFESSIONAL SERVICES AGREEMENT WHICH WAS PREVIOUSLY APPROVED BY RESOLUTION NO. 98-164 AND EXECUTED WITH PARKHILL, SMITH & COOPER, INCORPORATED, HAS NOT EXPIRED DUE TO NON-PERFORMANCE OR THE PASSAGE OF TIME, AND THAT CIRCUMSTANCES HAVE NOT PERMITTED THE COMPLETION OF FIRE STATION #10 UNTIL NOW, THUS ELIMINATING THE NEED TO ADVERTISE A NEW REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF FIRE STATION # 10

11. Consider a resolution approving the purchase of a Hamm double drum asphalt roller through HGAC from Kirby-Smith Machinery, Inc. for the Garage Division. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 021

RESOLUTION APPROVING THE PURCHASE OF A HAMM DOUBLE DRUM ASPHALT ROLLER THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$88,502.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

12. Consider a resolution approving an RFP for Audio and Video equipment for City Hall Council Chamber for CISD. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 022

RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE REPLACEMENT OF AUDIO AND VIDEO EQUIPMENT FOR THE CITY OF MIDLAND COUNCIL CHAMBER

13. Consider a resolution authorizing an agreement between the Midland Development Corporation (MDC) and Permian Basin Public Telecommunications, Inc. (Basin PBS) (CITY ATTORNEY)

RESOLUTION NO. 2012 - 023

RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND PERMIAN BASIN PUBLIC TELECOMMUNICATIONS, INC. TO ADVERTISE OR PUBLICIZE THE CITY OF

MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

14. Consider a resolution approving the purchase of two Jacobsen Greens King IV greens mowers through HGAC from C & M Air Cooled Engine, Inc. of Waco, Texas for the Garage Division. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 024

RESOLUTION APPROVING THE PURCHASE OF TWO (2) JACOBSEN GREENS KING IV GREENS MOWERS AND TWO (2) REELS FOR SAID MOWERS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$59,028.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

15. Consider a resolution approving the purchase of a 130 EZ Go golf carts (\$510,250) less the buyback of 130 Club Car golf carts (\$178,750) through HGAC from C & M Air Cooled Engine, Inc. of Waco, Texas for the Garage Division. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 025

RESOLUTION APPROVING THE PURCHASE OF ONE HUNDRED THIRTY (130) E-Z-GO GOLF CARTS, AND THE TRADE-IN OF ONE HUNDRED THIRTY (130) CLUB CAR GOLF CARTS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$331,500.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

16. Consider a resolution authorizing the execution of a Land Lease Agreement for Airport Hangar Facility between Absolute Investments, Inc. and the City of Midland, Texas in Lot 4B, Block 11, (Lease Tract 4) Midland International Airport, Industrial Park Addition, Section 6, Midland County, Texas. (AIRPORT)

RESOLUTION NO. 2012 - 026

RESOLUTION AUTHORIZING THE EXECUTION OF A LAND LEASE AGREEMENT WITH ABSOLUTE INVESTMENTS, INC. FOR HANGAR DEVELOPMENT LOCATED ON A 0.21 ACRE TRACT OF LAND LOCATED IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT, INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

17. Consider a resolution authorizing the execution of a license agreement with the SBC Corporation for a landscaping project located at the intersection of Deauville Road and the Loop 250 Frontage Road at the entrance to the Scharbauer Sports Complex. (COMMUNITY SERVICES)

RESOLUTION NO. 2012 - 027

RESOLUTION AUTHORIZING THE EXECUTION OF A LANDSCAPING AGREEMENT BETWEEN THE CITY OF MIDLAND AND SBC, LP; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF LANDSCAPING AGREEMENT BETWEEN THE PARTIES; AND ORDERING RECORDATION OF SAID MEMORANDUM

18. Consider a resolution authorizing the execution of a Land Lease Agreement for Airport Hangar Facility between Absolute Investments, Inc. and the City of Midland, Texas in Lot 4B, Block 11 (Lease Tract 6) Midland International Airport, Industrial Park Addition, Section 6, Midland County, Texas. (AIRPORT)

RESOLUTION NO. 2012 - 028

RESOLUTION AUTHORIZING THE EXECUTION OF A LAND LEASE AGREEMENT WITH ABSOLUTE INVESTMENTS, INC. FOR HANGAR DEVELOPMENT LOCATED ON A 0.21 ACRE TRACT OF LAND LOCATED IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT, INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

19. Consider a resolution authorizing an application submitted by Midland Mesquite Terrace Apartments, L.P. for HOME Investment Partnership Program funds from the Texas Department of Housing and Community Affairs. (COMMUNITY DEVELOPMENT)

RESOLUTION NO. 2012 - 029

RESOLUTION AUTHORIZING AN APPLICATION SUBMITTED BY MIDLAND MESQUITE TERRACE APARTMENTS, L.P, FOR HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO HELP WITH THE COST ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE LOW INCOME HOUSING TAX CREDIT PROPOSAL

20. Consider a resolution authorizing an application submitted by TCDP Brownstones Midland, L.P. for HOME Investment Partnership Program funds from the Texas Department of Housing and Community Affairs. (COMMUNITY DEVELOPMENT)

RESOLUTION NO. 2012 - 030

RESOLUTION SUPPORTING AN APPLICATION SUBMITTED BY TCDP BROWNSTONES MIDLAND L.P, FOR HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO HELP WITH THE COST ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE LOW INCOME HOUSING TAX CREDIT PROPOSAL

21. Consider a resolution authorizing an application submitted by Midland-Charger Properties L.P. for HOME Investment Partnership Program funds from the Texas Department of Housing and Community Affairs. (COMMUNITY DEVELOPMENT)

RESOLUTION NO. 2012 - 031

RESOLUTION AUTHORIZING AN APPLICATION SUBMITTED BY MIDLAND-CHARGER PROPERTIES L.P., FOR HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO HELP WITH THE COST ASSOCIATED WITH THE CONSTRUCTION OF AFFORDABLE LOW INCOME HOUSING TAX CREDIT PROPOSAL

22. Consider a resolution appropriating interest earned on the Fiscal Year 2009 ARRA Justice Assistance Grant funds. (POLICE)

RESOLUTION NO. 2012 - 032

RESOLUTION APPROPRIATING INTEREST EARNED IN THE AMOUNT OF \$16.00 ON THE FY2009 JUSTICE ASSISTANCE GRANT FUNDS; THE GRANT AWARD PLUS INTEREST MUST BE EXPENDED OR RETURNED TO THE FEDERAL GOVERNMENT AS A REQUIREMENT OF THE GRANT

23. Consider a resolution approving of a contract with the Downtown Midland Management District and appropriating \$50,000 of hotel/motel money for purpose of granting funds for downtown events. (CITY MANAGER)

RESOLUTION NO. 2012 - 033

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE DOWNTOWN MIDLAND MANAGEMENT DISTRICT TO PROMOTE TOURISM AND THE CONVENTION AND HOTEL INDUSTRY IN DOWNTOWN MIDLAND; CITY TO AWARD THE SUM OF \$50,000.00 FROM HOTEL/MOTEL FUNDS

24. Consider a resolution to apply for grant money from the Permian Basin Regional Planning Commission for Solid Waste Management Projects and appropriating funds. (SOLID WASTE)

RESOLUTION NO. 2012 - 034

RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE PERMIAN BASIN REGIONAL PLANNING COMMISSION FOR A SOLID WASTE MANAGEMENT PROGRAM GRANT, AND AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY IN MATTERS RELATED TO SAID APPLICATION

25. Consider a resolution authorizing the City Manager to negotiate and execute a Task Order with Arcadis U.S., Inc. and appropriate funds. (UTILITIES)

RESOLUTION NO. 2012 - 035

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT TASK ORDER WITH ARCADIS, U.S., INCORPORATED, FOR RESEARCH AT THE T-BAR RANCH WELL FIELD, AT A COST OF \$50,000.00

26. Consider a resolution on a request by Kolt Development to vacate and abandon a twenty (20) foot wide portion of alley right-of-way in Block 110, Original Town Addition within the City of Midland. (TRANSPORTATION)

RESOLUTION NO. 2012 - 036

RESOLUTION CONDITIONALLY AGREEING TO VACATE AND ABANDON A TWENTY (20) FOOT WIDE PORTION OF ALLEY RIGHT-OF-WAY LOCATED BETWEEN LOTS 1-6 ON THE EAST SIDE AND LOTS 7-9, 10, 11(S/2), 11(N/2) AND 12 ON THE WEST SIDE, ALL IN BLOCK 110, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN MARIENFELD STREET AND PECOS STREET FROM WASHINGTON AVENUE TO KENTUCKY AVENUE); PROVIDING THAT VACATION AND ABANDONMENT OF SAID ALLEY SHALL BE CONTINGENT UPON THE DEVELOPER MEETING CERTAIN CONDITIONS; AND PROVIDING THAT VACATION AND ABANDONMENT OF SAID ALLEY SHALL NOT BE EFFECTIVE UNTIL APPROVED BY ORDINANCE

SECOND READINGS

27. Consider an ordinance on second reading on a request by Landgraf, Crutcher and Associates for a Site Plan Review on a 8.00-acre tract of land out of Section 2, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland Texas. (PLANNING)

ORDINANCE NO. 8976

ORDINANCE ADOPTING A SITE PLAN FOR AN 8.00-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF EAST INTERSTATE HIGHWAY 20 AND TERRELL STREET); SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; 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

28. Consider an ordinance on second reading on a request by Habitat for Humanity to vacate a 10-foot by 150-foot (1500 square feet) portion South Adams Street right-of-way. (PLANNING)

ORDINANCE NO. 8977

AN ORDINANCE VACATING AND ABANDONING A 1,500 SQUARE FOOT PORTION OF ADAMS STREET RIGHT-OF-WAY ADJACENT TO LOTS 4-6, BLOCK 40, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF KENTUCKY AVENUE AND ADAMS STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$150.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

29. Consider an ordinance on second reading on a request by Habitat for Humanity to vacate a 10-foot by 150-foot (1500 square feet) portion of Jefferson Street right-of-way. (PLANNING)

ORDINANCE NO. 8978

AN ORDINANCE VACATING AND ABANDONING A 1,500 SQUARE FOOT PORTION OF JEFFERSON STREET RIGHT-OF-WAY ADJACENT TO LOTS 4A, 5A AND 5B, BLOCK 193, SOUTHERN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF JEFFERSON STREET AND DAKOTA AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$150.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

PUBLIC HEARINGS

30. At approximately 10:30 a.m. hold a public hearing and consider an ordinance on a request by Western International for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the northwest corner of the intersection of N. Loop 250 and Deauville.) (PLANNING)

ORDINANCE NO. 8980

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 4.18-ACRE TRACT OF LAND (BEING 6.68 ACRES INCLUSIVE OF ADJACENT RIGHTS-OF-WAY) OUT OF SECTION 37, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY

LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND LOOP 250); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT 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

31. At approximately 10:33 a.m. hold a public hearing and consider an ordinance on a request by Daniel Dirlam for a zone change from LR-2, Local Retail District to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas. (Generally located at the east side of South Midland Drive, approximately 550 feet north of West Wall Street.) (PLANNING)

ORDINANCE NO. 8981

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 12A, BLOCK 1, JESSE ANNE VILLAGE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A C-3, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH MIDLAND DRIVE, APPROXIMATELY 550 FEET NORTH OF WEST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

32. At approximately 10:36 a.m. hold a public hearing and consider an ordinance on a request by Jeffrey Benson for a zone change from LR-3, Local Retail District to PD, Planned District for a Shopping Center on Lots 1 through 4, Block 2, Gateway Plaza, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of Business I-20 and Liberty Drive.) (PLANNING)

ORDINANCE NO. 8982

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-4, BLOCK 2, GATEWAY PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-3, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF BUSINESS INTERSTATE 20 AND LIBERTY DRIVE); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT 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

33. At approximately 10:39 a.m. hold a public hearing and consider an ordinance on a request by City of Midland – Farm-To-Market 1788 a City-initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District on a 156.88-acre tract of land out of Section 6, 7 and 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the east side of South Farm to Market 1788 north of West Business I-20.) (PLANNING)

ORDINANCE NO. 8983

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 156.88-ACRE TRACT OF LAND OUT OF SECTIONS 6, 7 AND 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN IP-2, INDUSTRIAL PARK DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FARM-TO-MARKET ROAD 1788, NORTH OF BUSINESS INTERSTATE 20); 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

34. At approximately 10:42 a.m. hold a public hearing and consider an ordinance on a request by C. Hollis Construction for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of Holloway Avenue and South "K" Street.) (PLANNING)

ORDINANCE NO. 8984

ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2, BLOCK 108, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF HOLLOWAY AVENUE AND SOUTH "K" STREET), BY PERMITTING AN ENCROACHMENT INTO THE REQUIRED SIDE YARD SETBACK FOR CONSTRUCTION OF A GARAGE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

35. At approximately 10:45 a.m. hold a public hearing and consider an ordinance on a request by Nikki Gatlin for a Specific Use Permit with Term for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas. (Generally located on the northwest corner

of the intersection of North Midland Drive and Crockett Avenue.) (PLANNING)

ORDINANCE NO. 8985

ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 4, ALAMO HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHWEST CORNER OF MIDLAND DRIVE AND CROCKETT AVENUE), WHICH IS PRESENTLY ZONED MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A DAY CARE CENTER; MAKING SAID PERMIT 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

36. At approximately 10:48 a.m. hold a public hearing on a request by Callon Petroleum Operating Company (Pecan Acres 23A No. 1) for a Permit to Drill an Oil and Gas Well inside the City Limits on 467' FEL and 1,958' FNL, located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue.) This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period at a regularly scheduled meeting. (PLANNING)
37. At approximately 10:51 a.m. hold a public hearing on a request by Callon Petroleum Operating Company (Pecan Acres 23A No. 2) for a Permit to Drill an Oil and Gas Well inside the City Limits on 467' FEL and 1,983' FNL located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period at a regularly scheduled meeting. (PLANNING)
38. At approximately 10:54 a.m. hold a public hearing on a request by Callon Petroleum Operating Company (Pecan Acres 23A No. 3) for a Permit to Drill an Oil and Gas Well inside the City Limits on 467' FEL and 2,008' FNL located in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue.) This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period at a regularly scheduled meeting. (PLANNING)

DEVELOPMENT SERVICES

39. Presentation of the 2011 Annual Accident Report. (TRANSPORTATION)
40. Consider an ordinance on a request for the vacation of a 0.52-acre tract vacating rights-of-way of streets and alleys in Block 79, East Midland and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas. (Generally located near the southeast corner of the intersection of East Golf Course Road and North Jackson Street.) (PLANNING)

ORDINANCE NO. 8986

ORDINANCE VACATING AND ABANDONING A 0.52-ACRE TRACT OF STREET AND ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 79, EAST MIDLAND ADDITION, AND BLOCKS 2 AND 4, GLENN FRANCES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF EAST GOLF COURSE ROAD AND NORTH JACKSON STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$2,265.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; REPEALING ORDINANCE NO. 8969; AND ORDERING RECORDATION BY THE CITY SECRETARY

MISCELLANEOUS

41. Consider an ordinance making certain transfers in various funds of the 2010 - 2011 fiscal year budget and making certain budget amendments and ordering recordation. (FINANCE)

ORDINANCE NO. 8987

ORDINANCE MAKING CERTAIN TRANSFERS IN VARIOUS FUNDS OF THE 2010-2011 FISCAL YEAR BUDGET AND MAKING CERTAIN BUDGET AMENDMENTS; AND ORDERING RECORDATION

42. Consider an ordinance providing the Midland Chamber of Commerce CVB additional funds to promote tourism in Midland. (COMMUNITY SERVICES)

ORDINANCE NO. 8988

ORDINANCE AMENDING THE OFFICIAL MUNICIPAL BUDGET FOR FISCAL YEAR 2011-2012 IN ORDER TO PROVIDE ADDITIONAL FUNDS TO THE MIDLAND CHAMBER OF COMMERCE FOR A FOURTH OF JULY EVENT IN DOWNTOWN MIDLAND; THE ADDITIONAL FUNDING PROVIDED WILL HELP PROMOTE TOURISM IN THE CITY OF MIDLAND

43. Presentation and discussion of schedule for 2012/2013 Community Development Block Grant Program. (COMMUNITY DEVELOPMENT)

44. Consider making appointments to various Boards and Commissions.
45. Discuss litigation styled Jayanti Patel v City of Everman, Case No. 09-0506, in the Supreme Court of Texas and discuss litigation styled City of Dallas v Heather Stewart, Case No. 09-0257, in the Supreme Court of Texas. (CITY ATTORNEY)
46. Consider a resolution authorizing the City Manager to execute a form prepared by the Texas Comptroller regarding Senate Bill No. 18 enacted by the 82nd Texas Legislature; and Senate Bill No. 18 affects all eminent domain in Texas. (CITY MANAGER)

RESOLUTION NO. 2012 - 037

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FORM PREPARED BY THE TEXAS COMPTROLLER REGARDING SENATE BILL NO. 18 ENACTED BY THE 82ND TEXAS LEGISLATURE; AND SENATE BILL NO. 18 AFFECTS ALL ENTITIES AUTHORIZED TO EXERCISE THE POWER OF EMINENT DOMAIN IN TEXAS

47. Consider a resolution approving an interlocal agreement between the City of Midland and the Midland County Fresh Water Supply District No. 1 regarding the T-Bar Ranch Groundwater Development. The T-Bar Ranch consists of approximately 22,149 acres of land and water rights in Winkler County and Loving County, Texas. (CITY ATTORNEY)

RESOLUTION NO. 2012 - 038

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 REGARDING THE T-BAR RANCH GROUNDWATER DEVELOPMENT. THE T-BAR RANCH CONSISTS OF APPROXIMATELY 22,149 ACRES OF LAND AND WATER RIGHTS IN WINKLER COUNTY AND LOVING COUNTY, TEXAS

EXECUTIVE SESSION

48. Pursuant to Texas Government Code §551.101, the Council will hold an Executive Session which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:
 - a. Section 551.071, Consultation with the City Attorney
 - a.1. Discuss with the City Attorney and Attorney(s) with the Law Firm of Cotton, Bledsoe, Tighe & Dawson, P.C., contemplated litigation involving a 45.99-acre tract of land located in Section 15, Block 39, T-1-S T&P RR Co. Survey, Midland County, Texas and more

specifically described in Volume 2311, Page 306 of the Deed Records of Midland County, Texas.

b. Section 551.074, Personnel Matters

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

Respectfully Submitted,

Courtney B. Sharp
City Manager

**MIDLAND CITY COUNCIL
MINUTES
January 24, 2012**

BRIEFING SESSION

The City Council convened in a Briefing Session in the basement conference room, City Hall, Midland, Texas, at 9:00 a.m. on January 24, 2012.

Council Members present: Mayor W. Wesley Perry, Mayor Pro Tem Jerry Morales (At-Large), Council Member Scott Dufford (At-Large), Council Member Jeff Sparks (District 1), Council Member Vicky Hailey (District 2), and Council Member John James (District 3), Council Member Michael Trost (District 4).

Council Members absent: None.

Staff members present: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, City Secretary Amy Turner, Development Services Director Rick Crownover, General Services Director Robert Patrick, Community Services Director Tina Jauz, Solid Waste Director Morris Williams; City Engineer David Beard, Public Information Officer Tasa Watts, and Community Development Manager Sylvester Cantu.

1. Receive presentation from Community Services on various initiatives to reduce park maintenance.

Community Services Director Jauz reported that last summer she and David Alldredge of Alldredge Gardens came up with ideas on drought saving measures. She reviewed the initiatives they implemented noting that they mowed less often because they watered less often. They used the money saved by mowing less frequently to do work in other areas including removing turf, inserting drip systems or crushed granite and installing xeriscape landscaping. In the future, they plan to remove more turf on areas that are not playing fields and water heavier one time per month. For athletic fields they will still water but less often noting the fields will not be in pristine condition. She explained that there are two well irrigated parks and those will remain two green areas for citizens but they will be mowed less often.

Their next pilot project will be to drill water wells at other parks where they expect a good chance to get water. She emphasized that no money would be expended. All of the projects have been and will be covered on the savings of mowing less often and in fewer areas due to turf removal.

2. Update the City Paving Plan for surfacing the unpaved streets.

City Engineer David Beard explained that the City Paving Plan was originally developed in 2010 and reviewed the plan. He explained the funding that was currently available and showed the street status as of May 2010. He showed projects he would like to accomplish with the available funding noting the focus would be on streets where residents currently live.

Discussion ensued about what considerations are given for scoring streets. It was suggested that traffic be a consideration in the scoring. It was suggested that this topic could be discussed at retreat.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 9:42 a.m.

The agenda items were heard in the following order: 1, 2, 3, 4, 5, 7, 8, 9, 10, 6, 11, 12, 13, 14, 15, 19, 20, 21, 22, 18, 23, 24, 25, 26, (Lunch recess), 16, 17, 27, 28.

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., January 24, 2012.

Council Members present: Mayor W. Wesley Perry, Mayor Pro Tem Jerry Morales (At-Large), Council Member Scott Dufford (At-Large), Council Member Jeff

Sparks (District 1), Council Member Vicky Hailey (District 2), and Council Member John James (District 3), Council Member Michael Trost (District 4).

Staff members present at the annex table: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, and Assistant City Manager Jim Nichols.

OPENING ITEMS

1. The Invocation was delivered by Billy Ashley of Bethel Missionary Baptist Church.
2. The Pledge of Allegiance to the Flag was stated.

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Presentation of Retirement Commendation for retiring city employees.
 1. Richard Candelaria
 2. Pedro C. Falcon
 3. Michael Turner

Mayor Perry and City Manager Sharp presented retirement proclamations to retiring employees Richard Candelaria, Pedro Falcon and Michael Turner.

PUBLIC COMMENT

4. Receive public comments where individuals may address the City Council on City related issues and projects. 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.

Paul Lewis, 3501 Gulf, restated his objection to any new water meters while the City is in a drought.

CONSENT AGENDA

5. Approved a motion approving the following minutes:
 - a. Regular Minutes of January 10, 2012.
7. Approved a resolution approving an Interlocal Agreement with the Midland Emergency Communication District. (CISD)

RESOLUTION NO. 2011 - 334

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE MIDLAND EMERGENCY COMMUNICATION DISTRICT REGARDING THE PURCHASE AND MAINTENANCE OF 9-1-1 EMERGENCY SYSTEM RECORDING EQUIPMENT TO BE HOUSED AT THE CITY OF MIDLAND COMMUNICATIONS CENTER

8. Approved a motion on a request by Newton Engineering for City View Acres (Section 6), to approve items requested for deferral in the amount of \$53,730.13, and to waive the associated public improvement guarantee. This subdivision is positioned in the ETJ less than ½ mile from the City Limits, generally located at Fairgrounds Ave. approximately 1,800 feet north of Garden City Hwy. (SH 158). (Engineering)
9. Approved a resolution authorizing the City Attorney to represent the City of Midland and the Chief of Police in Jeremiah Alan Owens v. Price Robinson, Chief of Police; 385 Judicial District Court, Midland County, Texas; Cause No. CV48480. (City Attorney)

RESOLUTION NO. 2012 - 003

RESOLUTION AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO FILE ALL DOCUMENTS, EMPLOY ALL NECESSARY EXPERTS AND MAKE ALL NECESSARY APPEARANCES TO REPRESENT THE CITY OF MIDLAND AND THE CHIEF OF POLICE IN A LAWSUIT STYLED JEREMIAH ALAN OWENS V. PRICE ROBINSON,

CHIEF OF POLICE, CITY OF MIDLAND, TEXAS; 385th JUDICIAL DISTRICT COURT, MIDLAND COUNTY, TEXAS; CAUSE NO. CV48480; AND AUTHORIZING THE PAYMENT OF ALL COSTS

10. Approved a resolution authorizing the execution of a Right of Way License Agreement with Bluestem Energy Assets, LLC, for placement, operation and maintenance of a six inch gas pipeline within City of Midland right of way. (Engineering)

RESOLUTION NO. 2012 - 004

RESOLUTION AUTHORIZING A RIGHT OF WAY LICENSE WITH THE CITY OF MIDLAND, TEXAS AND BLUESTEM ENERGY ASSETS, L.L.C., A DELAWARE COMPANY; SAID RIGHT OF WAY LICENSE IS FOR THE PURPOSE OF PLACING, OPERATING, AND MAINTAINING ONE SIX INCH GAS PIPELINE; THE PIPELINE IS LOCATED WITHIN THE CITY OF MIDLAND RIGHT OF WAY ABUTTING THE NORTHEAST QUARTER (NE/4) OF SECTION 8, BLOCK X, H.P. HILLIARD SURVEY AND NORTHWEST QUARTER (NW/4) OF SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR FIVE YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND MAY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL FIVE YEAR TERM UPON 90 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

The following item was pulled from consent calendar and considered individually.

6. Consider a resolution approving the purchase of six police package cars and nine police package SUVs for the Garage Division. (General Services)

RESOLUTION NO. 2012 - 001

RESOLUTION APPROVING THE PURCHASE OF FIVE (5) POLICE PACKAGE CARS AND NINE (9) POLICE PACKAGE SPORT UTILITY VEHICLES, FROM ROGERS FORD OF MIDLAND, TEXAS, AND CALDWELL COUNTRY CHEVROLET, OF CALDWELL, TEXAS, RESPECTIVELY, AT A TOTAL COST OF \$362,752.00; AND THE CITY MANAGER HAS DETERMINED THE NEED TO PURCHASE ONE (1) ADDITIONAL POLICE PACKAGE CAR FROM ROGERS FORD INCREASING THE TOTAL PRICE TO \$388,884.00; AND THE PURCHASE OF THE ADDITIONAL POLICE PACKAGE CAR INCREASES THE PRICE PAID TO ROGERS FORD BY APPROXIMATELY TWENTY PERCENT (20%) AND IS AUTHORIZED BY SECTION 252.048 OF THE TEXAS LOCAL GOVERNMENT CODE

Council Member Dufford noted he pulled the item for informational purposes. General Services Manager Patrick gave a brief overview of the item noting they were looking for an alternative to the Crown Victoria. The specs were written for a Chevrolet Caprice but it was written so that more than one vendor could bid on it. He explained that we should expect higher gas mileage with the SUV.

Discussion ensued regarding the number of cars needed and if the models had been used by other departments.

Council Member Dufford moved to adopt Resolution No. 2011-001; seconded by Council Member James. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

SECOND READINGS

11. Consider an ordinance on second reading on a request by Los Conchos Ventures, LLC. for a zone change. (Planning)

ORDINANCE NO. 8958

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 19.71-ACRE TRACT OF LAND ("TRACT 1") WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN LR-2, LOCAL RETAIL DISTRICT; BY PERMITTING A 12.97-ACRE TRACT OF LAND ("TRACT 2") WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS AN O-1, OFFICE DISTRICT; BY PERMITTING A 26.33-ACRE TRACT OF LAND ("TRACT 3") WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS AN AMENDED PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; BY PERMITTING A 60.84-ACRE TRACT OF LAND

("TRACT 4") WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS A 1F-2, ONE-FAMILY DWELLING DISTRICT; BY PERMITTING A 7.93-ACRE TRACT OF LAND ("TRACT 5") WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS A TH, TOWNHOUSE DISTRICT; BY PERMITTING A 6.33-ACRE TRACT OF LAND ("TRACT 6") WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT, TO BE USED AS A TH, TOWNHOUSE DISTRICT; BY PERMITTING A 10.64-ACRE TRACT OF LAND ("TRACT 7") WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; BY PERMITTING A 19.73-ACRE TRACT OF LAND ("TRACT 8") WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, TO BE USED AS A 1F-2, ONE-FAMILY DWELLING DISTRICT; ALL OF SAID TRACTS BEING OUT OF SECTION 6, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS; ALL OF SAID TRACTS BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS MADE A PART HEREOF; SAID TRACTS ARE GENERALLY LOCATED SOUTH OF MOCKINGBIRD LANE, BETWEEN HOLIDAY HILL ROAD AND ORIOLE DRIVE; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT 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

Council Member Morales asked if this was the revised Ordinance. City Attorney Stretcher clarified that it was and reviewed the changes made to the Ordinance with Council.

Council Member Morales asked if the fence lines were recorded that were discussed and if the ingress and egress is conforming to the two streets. Planning Division Manager Walker responded that the new preliminary plat shows two new cul-de-sacs that were not on the original plat.

Deputy City Secretary Reyes read the caption of Ordinance No. 8958.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 8958 in accordance with the Charter of the City of Midland; seconded by Council Member Hailey.

Following discussion, Council Member Sparks moved to amend the motion to have no house constructed adjacent to Holiday Hill Road without a fence on Holiday Hill and no house to be constructed on Oriole without a fence on Oriole; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

The motion, as amended, carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

12. Consider an ordinance on second reading on a request by Hamilton Williams for a Special Use Permit. (Planning)

ORDINANCE NO. 8975

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE SOUTH 120 FEET OF TRACT 4, MORNINGSIDE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 880 FEET SOUTH OF SCHARBAUER DRIVE), WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR TIRE, BATTERY AND AUTOMOTIVE ACCESSORY USE; MAKING SAID PERMIT 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

Deputy City Secretary Reyes read the caption of Ordinance No. 8975.

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8975 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey,

Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

PUBLIC HEARINGS

13. At approximately 10:33 AM hold a public hearing and consider an ordinance on a request by Landgraf, Crutcher and Associates for a Site Plan Review on a 8.00-acre tract of land out of Section 2, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland Texas. (Planning)

ORDINANCE NO. 8976

ORDINANCE ADOPTING A SITE PLAN FOR AN 8.00-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF EAST INTERSTATE HIGHWAY 20 AND TERRELL STREET); SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; 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

Planning Division Manager Walker gave an overview of the item noting that no letters of opposition had been received.

Council Member Sparks asked if there was a driveway onto Terrell. Planning Division Manager Walker responded that there was no driveway on Terrell. He explained that there was a pipeline extending across the corner of the property and underneath Terrell so the applicant chose not to have a driveway on the south side.

Mayor Perry opened the public hearing at 10:41 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary Reyes read the caption of Ordinance No. 8976.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8976 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

DEVELOPMENT SERVICES

14. Consider an ordinance on a request by Habitat for Humanity to vacate a 10-foot by 150-foot (1500 sq ft) portion S. Adams Street right-of-way. (Planning)

ORDINANCE NO. 8977

AN ORDINANCE VACATING AND ABANDONING A 1,500 SQUARE FOOT PORTION OF ADAMS STREET RIGHT-OF-WAY ADJACENT TO LOTS 4-6, BLOCK 40, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF KENTUCKY AVENUE AND ADAMS STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$150.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

Planning Division Manager Walker gave an overview of item.

Alynda Best of Habitat for Humanity noted that the item states it would be purchased for \$150 and she requested that it be purchased for \$1. Staff clarified that there would be no charge.

Deputy City Secretary Reyes read the caption of Ordinance No. 8977.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8977 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

15. Consider an ordinance on a request by Habitat for Humanity to vacate a 10-foot by 150-foot (1500 sq ft) portion of Jefferson Street right-of-way. (Planning)

ORDINANCE NO. 8978

AN ORDINANCE VACATING AND ABANDONING A 1,500 SQUARE FOOT PORTION OF JEFFERSON STREET RIGHT-OF-WAY ADJACENT TO LOTS 4A, 5A AND 5B, BLOCK 193, SOUTHERN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF JEFFERSON STREET AND DAKOTA AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$150.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

Planning Division Manager Walker gave an overview of the item.

Deputy City Secretary Reyes read the caption of Ordinance No. 8978.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8978 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

MISCELLANEOUS

16. Consider a motion selecting an entity or organization to develop the T Bar Water Field located in Winkler County and Loving County, Texas. The T Bar Water Field consists of approximately 20,229 acres and the water rights underneath the property. The motion may also authorize the Mayor, Council Member Scott Dufford and Council Member Jerry Morales to negotiate a contract with the selected entity or organization and the contract shall not be effective until approved by a resolution of the Midland City Council. (City Manager)

Mayor Perry announced that the committee consisting of himself, Council Member Dufford, Council Member Morales, Assistant City Manager Nichols, City Manager Sharp, Utilities Director Purvis, City Attorney Stretcher, and Finance Director McNaughton met and received presentation on both proposals.

Council Member Dufford moved to enter into agreement with Midland County Fresh Water District Number 1 to develop the T Bar Water Field located in Winkler County and Loving County, Texas and authorize the Mayor, Council Member Scott Dufford and Council Member Jerry Morales to negotiate a contract with the selected entity or organization and the contract shall not be effective until approved by a resolution of the Midland City Council; seconded by Council Member Morales.

Discussion ensued regarding the presentations and qualifications of the applicants and the need to include contract performance deadlines with incentives and penalties.

Mayor Perry noted that the City is not borrowing any money for this contract for a long-term water supply and that the City is agreeing to buy water at a certain price for a long time.

Council Member James moved to amend the motion to include the City Attorney or his designee and the City Manager or his designee as authorized parties to negotiate a contract; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

The motion, as amended, carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

17. Consider a resolution hiring an outside legal attorney for the T-Bar project. (City Manager)

RESOLUTION NO. 2012 - 002

RESOLUTION AUTHORIZING THE EMPLOYMENT OF THE LAW FIRM OF LLOYD GOSSELINK OF AUSTIN, TEXAS TO ASSIST THE CITY OF MIDLAND IN ALL MATTERS RELATED TO WATER CONTRACTS; AND THE MAYOR IS AUTHORIZED TO EXECUTE AN ENGAGEMENT LETTER WITH THE LLOYD GOSSELINK LAW FIRM; AND APPROPRIATING FUNDS

Council Member Trost stated he preferred the City Attorney be used for the T-Bar Ranch noting that after doing some research he was not comfortable with the proposed

law firm. He explained that they have represented water districts who often oppose fresh water development.

Council Member Dufford noted that the committee was making the recommendation to hire the firm and felt that they were very knowledgeable and would be able to help every step of the way.

City Attorney Stretcher noted he had never met Mr. Rochelle, but he did have a phone conversation with him. Mr. Rochelle would need to run conflict resolutions with his partners to see if he could represent the City of Midland.

Council Member James moved to adopt Resolution No. 2012-002; seconded by Council Member Hailey.

The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

18. Consider an ordinance authorizing the issuance, levy ad valorem tax and resolve other matters associated with Tax & Limited Pledge Revenue Certificates of Obligation, Series 2012. (Finance)

ORDINANCE NO. 8979

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF MIDLAND, TEXAS, TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012"; LEVYING AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND PROVIDING FOR A LIMITED PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM FOR THE PAYMENT OF SAID CERTIFICATES; PRESCRIBING THE TERMS AND DETAILS OF SUCH CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, SECURITY, PAYMENT AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE

Finance Director Bob McNaughton noted the purpose of the item was for the sale of Certificates of Obligation and introduced George Williford.

George Williford, Coppel, Texas, reviewed the report Tax and Limited Pledge Revenue Certificates of Obligation, Series 2012, with the City Council and answered questions.

Deputy City Secretary Reyes read the caption of Ordinance No. 8979.

Council Member James moved approval of the first and final reading of Ordinance No. 8979 in accordance with the Charter of the City of Midland; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

19. Consider a resolution allowing the Hispanic Chamber of Commerce to operate a concert, in conjunction with the annual Mex-Tex Family Fiesta, until 1:00 a.m. on Sunday, June 10, 2012. (City Secretary)

RESOLUTION NO. 2012 - 005

RESOLUTION AUTHORIZING THE MIDLAND HISPANIC CHAMBER OF COMMERCE TO EXTEND THE HOURS OF THE MEX-TEX FAMILY FIESTA TO OPERATE A CONCERT UNTIL 1:00 A.M. ON SUNDAY, JUNE 10, 2012

Council Member James recalled the Council wanting this event moved downtown. He continued to receive calls about the event, but acknowledged that turning the stage did make some difference.

Council Member Trost stated he also received phone calls complaining about the loud noise. He agreed that the previous year Council suggested this was the last time the hours of the event would be extended.

Following discussion, Council Member Hailey moved to adopt Resolution No. 2012-005; seconded by Council Member Dufford.

Council Member James moved to amend the motion by allowing the concert to go until midnight instead of 1 a.m.; seconded by Council Member Trost. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

The motion, as amended, carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

20. Consider resolutions relating to a request from RSP Permian, L.L.C. for a permit to drill an oil and gas well (Bus Barn #2601) located 733' FNL and 1905' FWL, Section 26, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Development Services)

Oil & Gas Compliance Officer Ron Jenkins noted that the 30-day waiting period was complete, stated that one objection letter had been received and the applicant had requested a variance for landscaping and a variance for the 500 foot setback requirement.

- a. Consider a resolution for a Permit to Drill an Oil and Gas Well within the City Limits.

RESOLUTION NO. 2012 - 006

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO RSP PERMIAN, L.L.C. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 733 FEET FROM THE NORTH LINE AND 1,905 FEET FROM THE WEST LINE, SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NEAR THE SOUTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 870 FEET EAST OF HEIDELBERG LANE)

Steve Gray, 4516 Bent Tree Trail, representing RSP, noted that some parcels of the land were within the City limits and some were not. They have already drilled two wells outside of the City limits and a four acre piece of land has been purchased for a tank battery and a well site. Their plan was that any wells developed could go to the tank battery outside of the City limits. He noted this application is on land owned by MISD. The landscaping variance was requested because there was very little landscaping in the area and the closest residence is 500 feet to the south. MISD agreed to the well site being within 500 feet of their commercial building and they have signed an agreement.

Council Member Dufford asked in general what the company's development philosophy will be for the entire area. Steve Gray noted that other wells are staked and permitted with the railroad commission. Other wells may be drilled in that location but they have not committed to anything at this time. When asked about fencing, Mr. Gray reported they would do standard fencing to match the surrounding areas.

Mayor Perry stated that this was not a public hearing but noted he would allow a couple of people on the opposing side to speak asking that comments for items 20, 21 and 22 be heard.

Dr. Steven Rea, distributed a copy of items that he disbursed at a previous meeting. He noted the oil and gas ordinance restricted wells within 500 feet of residences and that variances required an agreement with the surface owner. He presented Council with a map showing where the well sites were located within their subdivision and showing where alternative well sites could be located. He noted they were initially opposed to sites 2601, 2602 and 2603 but clarified that they are opposed to drilling within any community within Midland. He explained there were other areas where they could drill noting that the land across the street was for sale. An offer was made by one of the residents to purchase the land and lease it to them instead of drilling in 2603. He explained that in the last eight months they have only had one meeting with the applicant and asked the applicant to consider alternative drilling sites.

Robert Schlagel, 4304 Coyote Trail, explained he has no objection to 2601 and 2602. The people who live in 2603 would have their way of life destroyed if the wells were allowed to be drilled noting that the minerals could be recovered in all of Section 26 with other technology such as horizontally drilling. He stated that a lot of prayers were being said for this project.

Council Member Sparks moved to adopt Resolution No. 2012 - 008; seconded by Council Member James.

Council Member James asked if the school owned the property in the tract that was within 500 feet of the commercial building. Oil & Gas Compliance Officer Jenkins replied that the school owned the property and that they signed an agreement stating it was okay to locate the well within 500 feet of their building.

Discussion ensued about landscaping. City Attorney Stretcher noted the City had several options: one, require the landscaping; two, defer or waive the landscaping; three, come up with amount as to what the landscaping would be and then require the permittee to donate the money into the parks foundation or construct the landscaping.

Steven Gray of RSP noted the well site was more than a quarter of a mile from the closest residence. He stated he would prefer to make a donation.

Council Member Sparks moved to require RSP place \$4,000 in an escrow account and decide in two years if landscaping should be required. The motion died due to a lack of a second to the motion.

Council Member Dufford moved to amend the motion by deferring landscaping for two years and then make a decision if landscaping would be required; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Hailey, Perry, Dufford, James, Sparks. NAY: Morales, Trost. ABSTAIN: None. ABSENT: None.

The motion, as amended, carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

- b. Consider a resolution authorizing the execution of a road repair agreement with RSP Permian, LLC. related to the Bus Barn #2601 well.

RESOLUTION NO. 2012 - 007

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH RSP PERMIAN, L.L.C. REGARDING ITS APPLICATION TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 733 FEET FROM THE NORTH LINE AND 1,905 FEET FROM THE WEST LINE, SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Oil & Gas Compliance Officer Jenkins noted that RSP has put up \$25,000 per well for the road repair agreement.

Discussion ensued regarding how road damage is assessed.

Council Member Sparks moved to adopt Resolution No. 2012 - 010; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

21. Consider resolutions relating to a request from RSP Permian, L.L.C. for a permit to drill an oil and gas well (Bus Barn #2602) located 600' FNL and 525' FWL, Section 26, Block 40, T-1-S T&P RR Co. Survey, Midland County Texas.

Oil & Gas Compliance Officer Jenkins reported that the 30-day waiting period had been completed, noted two letters of objection had been received, and explained that the applicant was requesting two variances. The first variance would be for landscaping and the second variance would be for a building located within 448 feet of the well site.

- a. Consider a resolution for a Permit to Drill an Oil and Gas Well within the City Limits.

RESOLUTION NO. 2012 - 008

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO RSP PERMIAN, L.L.C. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 600 FEET FROM THE NORTH LINE AND 525 FEET FROM THE WEST LINE, SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NEAR THE SOUTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 450 FEET EAST OF HEIDELBERG LANE)

Council Member Sparks moved to adopt Resolution No. 2012-008; seconded by Council Member James.

Council Member Dufford moved to amend the motion by deferring the landscape for two years and then make a decision if landscaping would be required; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Hailey, Perry, Sparks, James, Dufford. NAY: Trost, Morales. ABSTAIN: None. ABSENT: None.

The motion, as amended, carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

- b. Consider a resolution authorizing the execution of a road repair agreement with RSP Permian, LLC. related to the Bus Barn #2602 well.

RESOLUTION NO. 2012 - 009

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH RSP PERMIAN, L.L.C. REGARDING ITS APPLICATION TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 600 FEET FROM THE NORTH LINE AND 525 FEET FROM THE WEST LINE, SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Council Member Sparks moved to adopt Resolution No. 2012-009; seconded by Council Member James. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

- 22. Consider resolutions relating to a request from RSP Permian, L.L.C. for a permit to drill an oil and gas well (Bus Barn #2603) located 690' FNL and 1080' FEL, Section 26, Block 40, T-1-S T&P RR Co. Survey, Midland County, Texas.

Oil & Gas Compliance Officer Jenkins reported that 30 letters of objection and two petitions had been received objecting to this well site. He noted that the applicant was requesting a variance from landscaping but the Oil & Gas Advisory Commission recommended against the landscaping variance. It was noted that there were two structures within 500 feet, one was a barn and another was a shop, but they do not meet the qualifications because they are not residences.

- a. Consider a resolution for a Permit to Drill an Oil and Gas Well within the City Limits.

RESOLUTION NO. NUMBER>

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO RSP PERMIAN, L.L.C. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 690 FEET FROM THE NORTH LINE AND 1,080 FEET FROM THE EAST LINE, SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF BRIARWOOD AVENUE, APPROXIMATELY 600 FEET WEST OF ROADRUNNER TRAIL)

Steve Gray presented a map to the Council showing where a private road would be constructed from Old County Road 60 directly to the well site. He noted there would need to be a flow line constructed. He noted they would be willing to put in a privacy fence and landscaping when the time was appropriate. He shared a picture of a home in Saddle Club Estates with five homes surrounding it that were all in the \$300,000 price range and stated that Section 2603 could look similar in a few years with a privacy fence and landscaping. He noted they were not setting a precedent because Fort Worth allows drilling within 600 feet from a residence unless there is a written agreement in which case drilling can happen up to 300 feet from a residence. He noted they would be happy to do a temporary variance on landscaping until the water issue was resolved.

Discussion ensued about the flow line route and other potential locations.

Council Member Dufford asked Mr. Gray if he had an alternative spot across from the location if he would consider drilling from there instead. Steve Gray responded that yes, down the road they would consider that as an option. Council Member Dufford asked if they had access to the location from another area if they would directionally drill in lieu of the vertical wells. Steve Gray responded that they would do both but would not do it in lieu of the vertical location. Council Member Sparks asked if the location could be moved to the north. Steve Gray responded that yes it could be moved to the north but they would reserve the right to drill more wells on that tract noting it would be the perfect location for island drilling where they could develop three wells on one pad.

Discussion ensued about the two structures within the 500 feet of the well site. It was

noted that the owner was not present. When asked if anything was made commercially within those structures the neighbors reported they were not aware of any commercial activities.

Dr. Rea noted that people who build homes within a well site know what they are getting into in, but when you build a well within proximity to an existing home, he felt their property values would plummet.

Don Tiffen, 4105 Tumbleweed Trail, commented that granting variances is a slippery slope. He explained that RSP had wells that are staked out within 300 feet of residences and noted that the Ordinance could be strengthened to protect homeowners within the City limits by addressing noise abatement and nuisance issues.

Jeff Streun, 6609 Briarwood, stated he lives right next to where the access road will be constructed. He explained he has a 12 year old daughter and is concerned for her safety with all of the traffic.

Council Member Dufford moved to defer the item to the February 28 City Council Meeting; seconded by Council Member Morales.

The Council encouraged RSP to meet with the residents to see if they could reach an agreement.

The motion carried by the following vote: AYE: Morales, Hailey, Sparks, Dufford, James, Perry. NAY: Trost. ABSTAIN: None. ABSENT: None.

- b. Consider a resolution authorizing the execution of a road repair agreement with RSP Permian, LLC. related to the Bus Barn #2603 Well.

RESOLUTION NO. 2012 - 011

RESOLUTION AUTHORIZING THE EXECUTION OF A ROAD REPAIR AGREEMENT WITH RSP PERMIAN, L.L.C. REGARDING ITS APPLICATION TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 690 FEET FROM THE NORTH LINE AND 1,080 FEET FROM THE EAST LINE, SECTION 26, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Council Member Dufford moved to defer the item to the February 28 City Council meeting; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Hailey, Sparks, Dufford, James, Perry. NAY: Trost. ABSTAIN: None. ABSENT: None.

- 23. Consider a resolution on a request from Pioneer Natural Resources (Mabee #3) for a Permit to Drill an Oil and Gas Well within the City Limits located 660' FNL and 1980' FEL, Section 12, Block 39, T-1-S T&P RR Co. Survey, Midland County, Texas. (Development Services)

RESOLUTION NO. 2012 - 012

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 660 FEET FROM THE NORTH LINE AND 1,980 FEET FROM THE EAST LINE, SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF ARAPAHOE LANE); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

Oil & Gas Compliance Officer Jenkins noted the 30-day review period had passed, explained that a request was received for waiver of the road repair agreement and that a variance was being requested for landscape and fencing. No letters of objection had been received.

Discussion ensued about whether the applicant should be required to make a donation to the Park Endowment Fund when landscape was waived. A motion was made to require a \$1500 donation to the Park Endowment Fund. Following discussion the motion was withdrawn.

Council Member Sparks moved to adopt Resolution No. 2012-012; seconded by Council Member James. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

24. Consider a resolution on a request from Pioneer Natural Resources (Mabee E #4) for a Permit to Drill an Oil and Gas Well within the City Limits located 800' FSL and 1980' FEL, Section 12, Block 39, T-1-S T&P RR Co. Survey, Midland County, Texas. (Development Services)

RESOLUTION NO. 2012 - 013

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 800 FEET FROM THE SOUTH LINE AND 1,980 FEET FROM THE EAST LINE, SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF ARAPAHOE LANE); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

Oil & Gas Compliance Officer Jenkins noted the 30-day review period has passed, that one letter of objection had been received and that the applicant was requesting a variance from fencing and landscaping and that there would be a waiver for the road repair agreement.

Council Member Dufford moved to adopt Resolution No. 2012-013; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

25. Consider a resolution on a request from Pioneer Natural Resources (Mabee D #5) for a Permit to Drill an Oil and Gas Well within the City Limits located 1880' FNL and 1980' FWL, Section 12, Block 39, T-1-S T&P RR Co. Survey, Midland County, Texas. (Development Services)

RESOLUTION NO. 2012 - 014

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 1,880 FEET FROM THE NORTH LINE AND 1,980 FEET FROM THE WEST LINE, SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF ARAPAHOE LANE); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

Oil & Gas Compliance Officer Jenkins noted this was the same as the previous item and that no public comments had been received and noted they were requesting the same variances.

Council Member Dufford moved to adopt Resolution No. 2012-014; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

26. Consider a resolution on a request from Pioneer Natural Resources (Mabee D #6) for a Permit to Drill an Oil and Gas Well within the City Limits located 1865' FNL and 660' FEL, Section 12, Block 39, T-1-S T&P RR Co. Survey, Midland County, Texas. (Development Services)

RESOLUTION NO. 2012 - 015

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO PIONEER NATURAL RESOURCES USA, INC. ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 1,865 FEET FROM THE NORTH LINE AND 660 FEET FROM THE EAST LINE, SECTION 12, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF STATE HIGHWAY 349, NORTH OF ARAPAHOE LANE); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT

Oil & Gas Compliance officer Jenkins noted this was the same situation as previously noted and that no public comments had been received for this item.

Council Member James moved to adopt Resolution No. 2012-015; seconded by Council Member Trost. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Sparks, Dufford, James, Perry. NAY: None. ABSTAIN: None. ABSENT: None.

27. Consider making appointments to various Boards and Commissions.

No appointments were made.

EXECUTIVE SESSION

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

a. Section 551.074 Personnel Matters

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

Mayor Perry recessed the meeting to executive session at 2:35 p.m. The entire Council met in executive session until 2:50 p.m.

There being no other business to come before the City Council, the meeting was adjourned at 2:50 p.m.

PASSED AND APPROVED the 14th day of February, 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Robert Patrick, General Services Director

SUBJECT: Municipal Court Property Acquisition

Purpose:

To request Council approval to authorize the City Manager and City Attorney to negotiate the purchase of 405 North Loraine Street.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Funding Source: 2012 Certificate of Obligation funds.

Discussion:

Please consider approval of a resolution authorizing the City Manager and the City Attorney to negotiate the purchase of 405 North Loraine Street. This property has been appraised by an Independent AIA certified appraiser.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO NEGOTIATE TERMS FOR THE PURCHASE OF
THE BANK OF AMERICA PROPERTY LOCATED AT
405 NORTH LORAIN STREET, MIDLAND, TEXAS**

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to negotiate the terms for the purchase of 405 N. Loraine Street, Midland, Texas;

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

THAT the City Manager is hereby authorized to negotiate, on behalf of the City of Midland, the terms for the purchase of 405 N. Loraine Street, Midland, Texas.

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Director of
Development Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Robert Patrick, General Services Director

SUBJECT: Architectural and Engineering Services- Municipal Court

Purpose:

To request Council approval to authorize the City Manager and the City Attorney to negotiate a Professional Services Agreement to perform architectural services for the construction of a new Municipal Court Building.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

None at this time.

Funding Source: 2012 Certificate of Obligation funds.

Discussion:

Please consider approval of a resolution authorizing the City Manager and City Attorney to negotiate a Professional Services agreement with Brinkley Sargent. Brinkley Sargent was recommended by a committee assigned to interview and rank 6 firms who responded to our advertisement for Request for Qualifications from Architectural Firms (short list rankings attached). The committee members were Judge Robin Smith, Councilmember Trost, Councilmember Morales, Courtney Sharp, Tommy Hudson, and Robert Patrick.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE NEGOTIATION OF
A PROFESSIONAL SERVICES AGREEMENT WITH
BRINKLEY SARGENT ARCHITECTS,
INCORPORATED, FOR PROFESSIONAL
ARCHITECTURAL SERVICES FOR THE
CONSTRUCTION OF A NEW MUNICIPAL COURT
BUILDING**

WHEREAS, the City Manager's Office advertised a Request for Qualifications for professional architectural services for the construction of a new Municipal Court Building ("Professional Services"); and

WHEREAS, Brinkley Sargent Architects, Inc., was recommended by a committee assigned to rank the firms that responded to the City's Request for Qualifications as shown on the score sheet attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds that Brinkley Sargent Architects, Inc., is qualified to perform said Professional Services; and

WHEREAS, the Council finds it to be in the public interest to negotiate a professional services agreement with Brinkley Sargent Architects, Inc., as the most highly qualified provider for such Professional Services based on demonstrated competence, knowledge, and qualifications;

**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 negotiate, on behalf of the City of Midland, an agreement with Brinkley Sargent Architects, Inc., for said Professional Services.

SECTION TWO. That said professional services agreement will not be executed until it is approved by the Council.

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., 2012, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, General Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

RFQ's Municipal Court Scoresheet

[illegible]



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Robert Patrick, General Services Director

SUBJECT: Architectural and Engineering Services- Midland Center
Renovations

Purpose:

To request Council approval to authorize the City Manager and the City Attorney to negotiate a Professional Services Agreement to perform architectural services for renovation and repair to the Midland Center.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

None at this time.

Funding Source: Hotel Motel Tax funds.

Discussion:

Please consider approval of a resolution authorizing the City Manager and City Attorney to negotiate a Professional Services agreement with Rhotenberry Wellen Architects. Rhotenberry Wellen was recommended by a committee assigned to interview and rank 4 firms who responded to our advertisement for Request for Qualifications from Architectural Firms (short list rankings attached). The committee members were Tommy Hudson, Bobby Burns, Brad Barnett, and Robert Patrick.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE NEGOTIATION OF
A PROFESSIONAL SERVICES AGREEMENT WITH
RHOTENBERRY WELLEN ARCHITECTS AND
PLANNERS, INCORPORATED, FOR PROFESSIONAL
ARCHITECTURAL SERVICES FOR RENOVATION
AND REPAIR TO THE MIDLAND CENTER**

WHEREAS, the City Manager's Office advertised a Request for Qualifications for professional architectural services for the renovation and repair to the Midland Center ("Professional Services"); and

WHEREAS, Rhotenberry Wellen Architects and Planners, Inc., was recommended by a committee assigned to rank the firms that responded to the City's Request for Qualifications as shown on the score sheet attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds that Rhotenberry Wellen Architects and Planners, Inc., is qualified to perform said Professional Services; and

WHEREAS, the Council finds it to be in the public interest to negotiate a professional services agreement with Rhotenberry Wellen Architects and Planners, Inc., as the most highly qualified provider for such Professional Services based on demonstrated competence, knowledge, and qualifications;

**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 negotiate, on behalf of the City of Midland, an agreement with Rhotenberry Wellen Architects and Planners, Inc., for said Professional Services.

SECTION TWO. That said professional services agreement will not be executed until it is approved by the Council.

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., 2012, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

RFQ's Midland Center Scoresheet

	Capability	Experience	Reputation	Personnel	Workload	Deadlines	Outside Cons.	Overall Total
Vandergriff Group	27.5	31.5	31.5	33.5	27.25	28.25	21.75	201.25
JSA Architects	27.25	27.5	28.5	25	28.25	25.25	16.5	178.25
Rhotenberry Wellen	37	39.25	39.5	39.5	31.25	37	29.25	252.75



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4318-12 Internet Service Provider

Purpose:

Approval of a resolution authorizing an agreement for internet and networked services.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$68,400.00 General Fund

Discussion:

On November 8, 2011, the City Council approved the issuance of a request for proposals for an internet service provider. One proposal was received from Grande Communications LLC of San Marcos, Texas. We are recommending option 4 for the 40 Mbps service. For further discussion on this item please see the attached memo from Sharlett Chowning, Chief Information Officer.

Therefore, please consider approval of a resolution authorizing an agreement with Grande Communications LLC of San Marcos, Texas for internet and networked services for an initial 3 years with an option to renew for 7 years at 1 year intervals. The total cost for the first 3 years is \$68,400.00.

CITY OF MIDLAND
Communications and Information Services Department
Interoffice Memorandum

Date: February 14, 2012
To: Tommy Hudson, Deputy City Manager
From: Sharlett Chowning, Chief Information Officer
Subject: Purchase of Internet Access

The City is currently using a 6Mbps pipe to the Internet through NTS. On November 8, 2011, the City Council approved the issuance of a request for proposals for an Internet Service Provider.

One proposal was received from Grande Communications LLC of San Marcos, Texas. Grande's proposal was for 40Mbps at \$100 less per month than we are paying now. The City has been hampered by access to the Internet being very slow or dropping connections. This should ensure our ability to move forward with other projects that are going to rely on greater Internet speed and bandwidth.

The service is for an initial 3 years with an option to renew for 7 years at 1 year intervals. The total cost for the first 3 years is \$68,400.

Therefore, we are recommending the acceptance of option 4 which will include the 40Mbps service.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
THREE-YEAR CONTRACT FOR INTERNET AND
NETWORK SERVICES FROM GRANDE
COMMUNICATIONS, L.L.C., AT A TOTAL COST OF
\$68,400.00**

WHEREAS, the City Manager approved plans and specifications and authorized a request for proposals for internet and network services; and

WHEREAS, Grande Communications, L.L.C., provided the sole response, proposing \$68,400.00 in fees for the requested services as shown on the Bid Tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Grande Communications, L.L.C., for the performance of the above-referenced services;

**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 execute, on behalf of the City of Midland, a three-year contract for internet and network services with Grande Communications, L.L.C., at an estimated total price not to exceed \$68,400.00, said contract being on file in the office of the City Secretary referenced by the date and number of this Resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Grande Communications, L.L.C., according to the terms of said contract, from funds available in the 2011 – 2012 General Fund (001) C.I.S.D. (030) C.I.S.D. Administration (0030) Communications (3010) budget account upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2012, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

BID NO.: 4318-12 FOR: ISP RFP CLOSES: 12/21/2011			Grande Communications 401 Carlson Circle San Marcos, TX 78666 Lee Linton (512)878-4000		
Option	QTY	DESCRIPTION	COST EA.	TOTAL	
		Please see notes following this list.....			
1	6Mbps	Full duplex dedicated communications line and internet bandwidth with expandability to 100 Mbps monthly service fee	\$6,000.00000	\$18,000.00	
			Installation Included		
2	10Mbps	Full duplex dedicated communications line and internet bandwidth with expandability 100 Mbps monthly service fee	\$9,000.000	\$27,000.00	
			Installation Included		
3	20Mbps	Full duplex dedicated communications line and internet bandwidth with expandability to 100Mbps monthly service fee	\$13,500.000	\$40,500.00	
			Installation Included		
4	40Mbps	Full duplex dedicated communications line and internet bandwidth with expandability to 100Mbps monthly service fee	\$22,800.000	\$68,400.00	
			Installation Included		
		The City currently under contract#2564 with Grande, if Grande is awarded this RFP 4318-12, Grande will null and void contract #2564			

4 Bid requests were issued.

1 NO BIDS were received.

2 Bidders did not respond.



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Robert Patrick, General Services Director

SUBJECT: Architectural and Engineering Services- Construction of Fire Station #10.

Purpose:

To request Council approval to authorize the City Manager and the City Attorney to negotiate a Professional Services Agreement to perform architectural services for the construction of Fire Station #10.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

None at this time.

Funding Source: 2012 Certificate of Obligation Funds.

Discussion:

Please consider approval of a resolution authorizing the City Manager and City Attorney to negotiate a Professional Services agreement with Parkhill, Smith and Cooper. Parkhill, Smith and Cooper was awarded a design study in 2006 (attached) after being chosen from the firms who responded to our advertisement for Request for Qualifications from Architectural Firms at that time. They were awarded a contract to build two Fire Stations in 1998, and 2001, but funding was only available for one building. Due to the success of the Fire Station(#3) designed by their firm, the fact that preliminary plans are already prepared for station #10 by their firm in 2006, and our previous commitment to build both stations with their firm, I recommend honoring our original agreement to build the second building utilizing Parkhill, Smith and Cooper.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INCORPORATED, FOR ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF FIRE STATION #10; AND THERE WAS NO REQUEST FOR QUALIFICATIONS ADVERTISED FOR SAID PROJECT; AND ACCEPTING THE CITY MANAGER'S RECOMMENDATIONS THAT A PROFESSIONAL SERVICES AGREEMENT WHICH WAS PREVIOUSLY APPROVED BY RESOLUTION NO. 98-164 AND EXECUTED WITH PARKHILL, SMITH & COOPER, INCORPORATED, HAS NOT EXPIRED DUE TO NON-PERFORMANCE OR THE PASSAGE OF TIME, AND THAT CIRCUMSTANCES HAVE NOT PERMITTED THE COMPLETION OF FIRE STATION #10 UNTIL NOW, THUS ELIMINATING THE NEED TO ADVERTISE A NEW REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR THE CONSTRUCTION OF FIRE STATION # 10

WHEREAS, the City Council, on May 26, 1998, by Resolution No. 98-164, approved the execution of a professional services agreement with Parkhill, Smith & Cooper, Inc., for architectural services for the construction of two (2) fire stations, one to be constructed in 1999 and the other to be constructed in 2001; and

WHEREAS, due to funding issues, only one fire station was built, that being Fire Station # 3, located at 1707 North Lamesa Road, Midland, Texas;

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

SECTION ONE. That the City Council finds that the professional services agreement executed in 1998, as authorized in Resolution No. 98-164, is still in effect.

SECTION TWO. That the City Council finds that the professional services agreement executed in 1998, as authorized in Resolution No. 98-164, has not been cancelled due to non-performance or the passage of time, and that seventeen (17) years is a reasonable time to wait for performance on said professional services agreement.

SECTION THREE. That the City Council finds that the professional services agreement executed in 1998, as authorized in Resolution No. 98-164, although not yet

completed, will be completed as soon as circumstances permitted if completed by March 13, 2015.

SECTION FOUR. That the City Council finds that of the two (2) fire stations to be constructed under the professional services agreement executed in 1998, as authorized in Resolution No. 98-164, there was only one (1) constructed, that being Fire Station #3, located at 1707 N. Lamesa Road, Midland, Texas.

SECTION FIVE. That the City Manager is hereby authorized and directed to negotiate and execute, on behalf of the City of Midland, a professional services agreement with Parkhill, Smith & Cooper, Inc., for architectural services for the construction of Fire Station # 10.

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

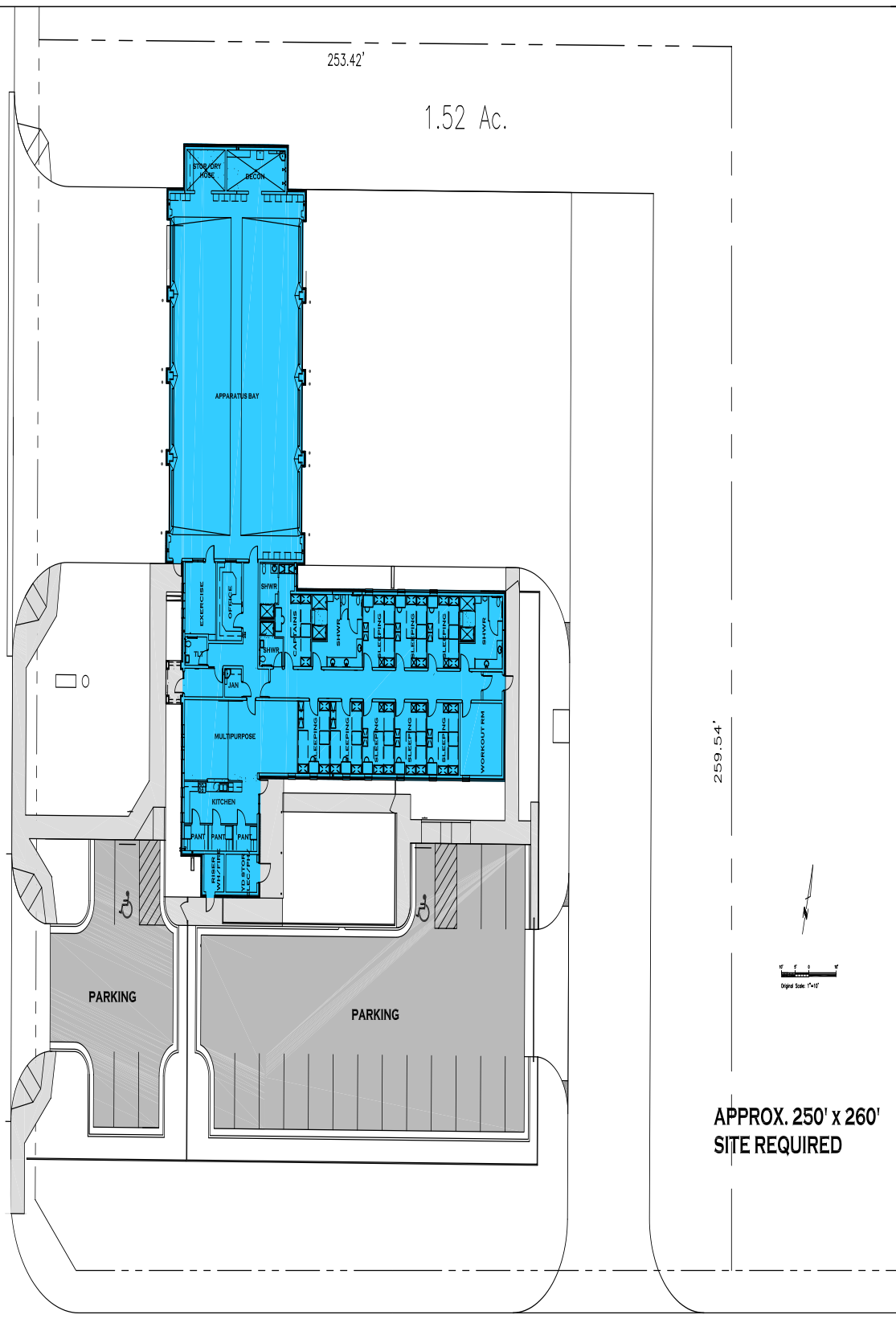
APPROVED AS TO CONTENT
AND COMPLETENESS

Robert Patrick,
Director of General Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney







City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4588-12 Hamm Double Drum Asphalt Roller

Purpose:

Approval of a resolution authorizing the purchase of a Hamm double drum asphalt roller for the Garage Division.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$88,502.00 Garage Fund

Discussion:

The asphalt roller will be used for asphalt compaction by the Transportation Division and is a budgeted replacement for Unit 2929. This piece of equipment is available on the Houston-Galveston Area Council (H-GAC). 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.

Therefore, please consider approval of a resolution authorizing the purchase of a Hamm double drum asphalt roller through H-GAC from Kirby-Smith Machinery, Inc. of Oklahoma City, Oklahoma, for a total cost of \$88,502.00.

RESOLUTION NO.

**RESOLUTION APPROVING THE PURCHASE OF A
HAMM DOUBLE DRUM ASPHALT ROLLER
THROUGH THE HOUSTON-GALVESTON AREA
COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL
COST OF \$88,502.00; AND THIS ITEM WAS NOT BID
BUT PURCHASED THROUGH A COUNCIL OF
GOVERNMENTS**

WHEREAS, the Houston-Galveston Area Council (HGAC) is a cooperative purchasing agency with which the City participates on purchases; and

WHEREAS, Kirby-Smith Machinery, Inc., has submitted a total proposed cost to the City of \$88,502.00 for the purchase of a Hamm Double Drum Asphalt Roller through the HGAC, as shown on the pricing worksheet attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by Kirby-Smith Machinery, Inc., through the HGAC for said asphalt roller to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said asphalt roller through the HGAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said asphalt roller referred to above through the Houston-Galveston Area Council, at a total estimated cost of \$88,502.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay for said asphalt roller from funds available in the Fiscal Year 2011 – 2012 Garage Fund (750) General Services (040) Garage (0752) Construction Equipment (8421) budget account upon proper receipt of invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2012, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

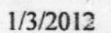
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney





City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4591-12 Council Chamber Audio and Video Equipment RFP

Purpose:

Approval of a resolution authorizing the issuance of a request for proposals for audio and video equipment for the Council Chamber.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No funding required at this time.

Discussion:

Please consider approval of a resolution approving the issuance of a request for proposals for audio and video equipment for the Council Chamber for the Communications and Information Services Department. The estimated cost is \$64,100.00.

RESOLUTION NO.

**RESOLUTION AUTHORIZING ISSUANCE OF A
REQUEST FOR PROPOSALS FOR THE
REPLACEMENT OF AUDIO AND VIDEO EQUIPMENT
FOR THE CITY OF MIDLAND COUNCIL CHAMBER**

WHEREAS, a request for proposals has been prepared for the replacement of audio and video equipment in the City of Midland Council Chamber; and

WHEREAS, the City Council finds it to be in the public interest to approve such request for proposals and authorize the City Manager to issue the same;

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

SECTION ONE. That the request for proposals for the replacement of audio and video equipment in the City of Midland Council Chamber is hereby approved, said request for proposals being on file with the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the City Manager or his designee is hereby authorized to issue said request for proposals pursuant to the statutes of the State of Texas for accomplishing the work set forth therein.

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Request for Proposals

RFP 4591-12

for

Council Chambers Audio System

Proposals for this requirement will be accepted until 11:00 A.M. on _____

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

See Section 1.9 for Pre-proposal Conference Information

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SCHEDULE OF EVENTS

RFP 4591-12

For Council Chambers Audio System

Event	Date*
RFP Released	
Announcements distributed.....	
Deadline for Receipt of Announcement/requests for RFP.....	
Pre-proposal Conference	
Cutoff Date for inquiries and clarification	
Proposal Due Date	
Notification of Vendor Interviews / Product Demonstrations	
Present Recommendation to Council for Consideration (if BFO is NOT required)...	
Call for Best and Final Offers (if required).....	
Final Offer Due Date (if required)	
Present Recommendation to Council for Consideration (if BFO is required).....	
Intended Date for Contract Award.....	

*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 and the selection is announced, offerors are not allowed to communicate with any City staff or officials regarding this procurement, other than during interviews and demonstrations, and site visits, except at the direction of Regina Stephenson, the designated representative of the City Purchasing Office.

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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.

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1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (**Communication and Information Systems Department**) (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for a **Council Chamber Audio System** 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.

Section 1.9 is optional:

1.9. PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will be conducted at (address)_____ on (date)_____ at (time)_____. Offerors may use this opportunity to notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the City.

1.10. CLARIFICATION/ INTERPRETATION

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

The City Of Midland
Office of the Purchasing Agent OR
P.O. Box 115
Midland, TX 79702

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

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

1.12. INTERPRETATION:

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

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

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

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

Offerors must organize proposals into sections following the format of this RFP, with tabs separating each section. If no exception, explanation, or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response with the following:

“(Offeror’s Name)”, understands and will comply.

1.14. 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 and 3 copies 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. A mailing label is included in the RFP. Please be sure to use it on the outermost package of the RFP whether it is an envelope, box or overnight package, 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;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.18. BONDING REQUIREMENTS

See Exhibit C

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 Exhibit B

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. This notification must be made by the deadline for receipt of written inquiries as stated in the Schedule of Events.

1.24.4. 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.

1.24.5. 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:

A. WAIVER OF ATTORNEY FEES: BY SIGNING 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 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 OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR 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 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 CONTRACT. THE OFFEROR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OWNER AND THE OFFEROR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE OFFEROR 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.

B. WAIVER: BY SUBMITTING A BID, 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 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 OFFEROR ACKNOWLEDGES THAT THE OFFEROR 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 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 AND SUBMITTING THE EXECUTION OF OFFER SUBSEQUENT TO THIS REQUEST FOR PROPOSALS, OFFEROR AGREES TO THE ABOVE WAIVERS.

3. SCOPE OF PROJECT

3.1 Scope of Project

The proposed system will replace the existing system in the City of Midland Council Chambers. The equipment currently in use should not be considered as part of the new system. The new system will provide state-of-the-art features in the areas of Audio and Audio Control Systems.

The Proposer is required to price all hardware, software and services in the cost section of their proposal, all prices will be capped for one (1) year.

3.2 Implementation

The installation of the new system must be done in such a way as to avoid interruptions to scheduled City Council and Planning Commission meetings. These two standing meetings are held on a recurring basis in the Council Chambers. City Council meetings are held the 2nd and 4th Tuesday of each month. Planning Commission meetings are held the 1st and 3rd Monday of each month. These meetings are large public forums and must be accommodated. Day to day business at City Hall cannot be interrupted by the installation of the system.

3.3 System Description

3.3.1 Current System Description

The City's current system has been in place for approximately 11 plus years. It is prone to frequent failures and is difficult to manage. The dais has 7 stations. Each station has a microphone with individual speaker and mute button with on/off visual indicator.

City staff such as the City Manager, Planning Director, Assistant City Managers, City Attorney and City Secretary uses the area below the dais. There are 5 microphones and controls similar to those on the dais, although they do not have individual speakers at these five stations.

In addition to what has already been stated, the podium has a microphone for the public to address the council/commission.

The auditorium is 27' X 44' and seats 40 people. The auditorium has 4 speakers, which helps the public monitor the proceedings. There is also a Council retreat room 21' X 10' and Council bathroom 8' X 5'. There are two public restrooms 11' X 7' each. These additional rooms have speakers for monitoring the meeting.

3.3.2 Proposed System Description

The proposed system must provide reliable service that can be operated by individuals with a small amount of basic training. The clarity and quality of the proposed system must be significantly better than the current system. The details of the proposed system are detailed in section 4.

The City is not opposed to the proposer providing creative alternatives to the features listed in section 4. Likewise any features not covered in the proposal that you feel are desirable to the city may be included. Please list the features as Advance System Features.

3.4 Implementation Plan

The Proposer shall provide a complete and detailed description of key activities in the Implementation Plan for the Proposed Solution to include but not necessarily limited to the following:

- Procurement of hardware and software
- Installation and configuration of hardware and software
- Removal of antiquated hardware and wiring
- Training of staff, systems administrator
- Training of IT staff that use the system application
- Train-the-Trainer
- Training for the end user
- Testing and acceptance

The Implementation Plan shall be considered the Statement of Work and each key task must be identified. Each task will include any needed City resources required by the Proposer.

For each of the items below, Proposer must describe their approach to the management of the implementation.

- Describe the implementation team's structure, and roles and responsibilities of all team members.
- Describe what City resources will be necessary for the implementation plan to succeed.

3.5 Acceptance and Testing Plan

This plan must be comprehensive to prove to the City that the Proposed Solution has been properly implemented and that the installed equipment is performing to manufacturer specifications; and that the Proposed Solution is ready to be accepted by the City.

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.

*Included means that if the feature or requirement is not normally included, but will be at No Extra Charge

**Will be at an additional cost. These added costs shall be listed on the cost summary/price sheet proposal page (whichever is attached)

The successful implementation of the proposed system requires that certain features are available. In addition, there are some features that are desirable, but not required. Following are descriptions of required and optional features.

Feature	Included In Package*	Will Add or Modify **	Exception Detail
4.1. REQUIRED FEATURES			
4.1.1. Dais Microphones- The system will have seven microphones for use at the dais. These microphones should be unobtrusive. Each microphone must have a mute button controlled by the individual at that station. The station must have a visual on/off indication of mute function. All dais microphones must be able to be controlled (muted,volume) by a Control Station.	☐	☐	
4.1.2 Staff Microphones- The system will have five microphones available for staff to use in the area below the dais. These microphones should be unobtrusive. Each microphone must have a mute button controlled by the individual at the station. All staff microphones must be able to be controlled by the Control Station.	☐	☐	
4.1.3 Podium Microphone- The system will have one or more microphones available for speakers to use at the podium. These microphones should be unobtrusive, but allow for easy access by speakers who may address the Council as a group. All podium microphones must be able to be controlled (muted) by the Control Station.	☐	☐	
4.1.4 Audience Microphones- The system will have two or more wireless microphones to be used throughout the auditorium. These would allow audience members to participate without leaving their seat. The audience microphones must be able to be controlled by the Control Station.	☐	☐	

4.1.5 ADA Device for Hearing Impaired- The system must allow for hearing impaired persons to use assistant devices to hear the proceedings. These devices must meet all applicable ADA requirements. Five assisted listening devices should be provided with the ability to add more as needed.

☐☐

4.1.6 Digital Audio Recording- The system must provide high quality audio from all the audio inputs to the system. The system must be able to create a Read Only CD or similar media, capable of being used as a legal record of the proceedings. The entire meeting needs to be recorded. Any breaks in the recording must be identified as having occurred.

☐☐

4.1.7 Transcription Equipment- The CD created from the digital recording needs to be able to be played back for transcription. Equipment and software to do this must be included in the proposal.

☐☐

4.1.8 Control Station- The City Secretary will serve as a Control Station for the system. This station must be able to control the individual microphones, audio levels, etc. Simple audio production (recording) control must be available at the control station. This position must be remote controlled with the hardware mounted in a 19" rack in the server room. This station is highly visible and must remain astatically pleasing.

☐☐

4.1.9 Play CD- The system must be able to play CD's/ DVD audio.

☐☐

4.1.10 Audio Input at Podium- The system will allow for the podium to link their laptop to the system as an Audio input. The system must accept RCA inputs.

☐☐

4.1.11 Power Conditioning- The system will be run from conditioned power to ensure the proper operation and longevity of the system. The vendor will work with the city's building Maintenance Division to ensure that critical elements of the systems are not susceptible to power outages, spikes, and brown outs (UPS).

☐☐

4.2 OPTIONAL FEATURES

4.2.1 Lighting Controls- Lighting controls incorporated into the Control Station.

☐☐

4.2.2 Television Inputs- The system will allow inputs from a Cable TV provider, Satellite TV provider. The Control Station must control the TV input.

☐☐

4.2.3 Telephone Connectivity- The system will allow for telephone input and output to the audio system. Those speaking into the microphones will be heard by the caller, and the caller will be heard on over the audio system. The Control Station will have the ability to make and receive telephone calls.

☐☐

4.2.4 **Digital Audio Recording Retrieval-** The City Secretary may have a need to retrieve audio recordings from their office. Have the Digital Audio Recording device should be networkable with security feature to prevent anyone without proper access from modifying or retrieving recordings.

☐☐

4.2.5 **Digital Audio Output** The City may have a need to feed the audio to live streaming media and television feeds. Extra audio outputs will be needed.

☐☐

5 VENDOR QUALIFICATIONS

5.1 INFORMATION VERIFICATION

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

5.2 RIGHT TO REJECT

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

5.3 VENDOR CAPABILITIES

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

5.3.7 References

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

5.3.7.2 These references should include City government and universities where the offeror, preferably within the last 5 years, has successfully completed this type of project.

5.3.7.3 These references should include a point of contact, name of agency and phone number.

5.3.8 Vendor Stability

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

5.3.8.2 Provide financial statements, preferably audited, for the 2 consecutive years immediately preceding the issuance of this RFP.

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

5.3.8.4 Offerors shall specify how long the company submitting the proposal has been in business (doing similar projects).

6 EVALUATION PROCESS

6.1 EVALUATION PROCEDURE

6.1.7 Committee Actions

- 6.1.7.1 The evaluation committee will separate proposals into “responsive” and “non-responsive” proposals. Non-responsive proposals will be eliminated from further consideration.
- 6.1.7.2 The evaluation committee will evaluate the remaining proposals and determine whether to award the contract to the best proposal or to seek a best and final offer before awarding a contract. Selection and award will be based on the offeror’s proposal and other items outlined in this RFP.
- 6.1.7.3 Responses must be complete and address all the criteria listed. Information or materials presented by offerors outside the formal response or subsequent “best and final offer,” if requested, will not be considered and will have no bearing on any award.

6.2 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

6.2.7 Company References and Qualifications

6.2.8 Implementation Plan

6.2.9 Cost Analysis

7 PROPOSAL CONTENTS

7.1 THE RFP RESPONSE

7.2 THE COST SUMMARY OR PROPOSAL FORM

7.3 REQUESTED ATTACHMENTS

7.3.7 Qualifications and References

7.3.8 Implementation Plan

7.3.9 Acceptance and testing Plan

7.3.10 Training Plan

7.3.11 Financial Information

7.3.12 Signed Execution of Offer

EXECUTION OF OFFER

FOR

RFP 4591-12

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) _____

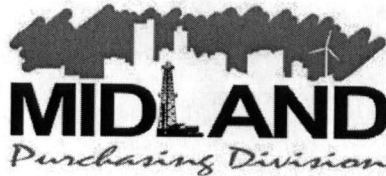
TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____



THE CITY OF MIDLAND

CONTRACT

Contract #4591-12

THIS CONTRACT, effective the _____ day of _____, 20____, by and between the City of Midland, hereinafter referred to as the "Owner", and _____, hereinafter referred to as the "Contractor", is made for the following considerations:

1. **Cost:** Total Proposal: \$ _____ DOLLARS

2. **Scope of Work:** The Contractor shall perform all work described for labor, material, equipment and supervision necessary to provide and install Audio and Video Equipment for the City Hall Council Chamber located at 300 N. Loraine for the Communications and Information Services Department in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

3. **Owner:** The words "Owner's Representative" or "representative" shall mean Sharlett Chowning or her 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 the Owner to act in any particular capacity under this Contract.

4. **The Owner'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. Owner'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. Owner's representative will not be responsible for the Contractor's failure

to perform the work in accordance with the contract.

5. **Contractor:** Unless otherwise stipulated, the Contractor 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. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. The Contractor 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 the Contractor'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. The Contractor 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 Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.

7. **Safety:** The Contractor 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: 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.

8.1. 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.

8.2. 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.

9. **Start of Work:** The Contractor 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 _____ calendar days after release to proceed.

If the Contractor should fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of _____ N/A _____ Dollars (\$_____), not as a penalty but as liquidated damages for the breach of the contract as herein set forth for each calendar day that the Contractor shall be in default after the time stipulated for completing the work.

9.1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

9.2. **Termination at Will** - The Owner may terminate this Contract at will for no or any reason upon giving at least one-hundred-eighty (180) days written notice to the Contractor. The parties to this Contract understand and agree that it is in the Owner's sole discretion to cancel the Contract during the term of the Contract without penalty to the Owner. The Contractor 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.

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

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve the Contractor 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. The Owner shall give notice of observed defects with reasonable promptness.

12. **Remedy:** The Owner 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 the Contractor to make payments promptly to subcontractors or for material or labor which the Owner may pay as an agent for the Contractor; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment shall be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to the Owner of any kind whatsoever.

14. **Wage Scale:** The Contractor 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. **Payment:** After all work is completed by the Contractor, and the Owner has inspected and approved that work, the Owner shall within thirty-one (31) days thereafter issue payment to the Contractor in the amount of the contract and subsequent verified Change Orders. The Owner shall be the final judge of when work is completed by the Contractor.

16. **No Third Party Beneficiary:** The Owner'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.

17. **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.

18. **Sovereign Immunity:** By executing this contract the Owner is not waiving its right of sovereign immunity. The Owner is retaining its immunity from suit. The Owner is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

19. **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

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 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 Business Automobile Liability insurance provided by Contractor 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 Contract.

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

The parties agree that, prior to the execution of the Contract, Contractor 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 Contractor 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."

Owner 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. Owner shall not be required to provide any insurance whatsoever pursuant to this Contract.

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).

IMPORTANT NOTICE

If for any reason your insurance agency or provider cannot supply the endorsements on the certificate EXACTLY as shown in the above paragraph entitled "Insurance" and on the included example, a letter from the provider shall be included with the certificate with those reasons stated.

You must carry Worker's Compensation Insurance to be considered 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.

20. **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.

21. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, 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 TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR OWNER'S NEGLIGENCE.**

22. **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.

23. **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 respondeat 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.

24. **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, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of the Owner, 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 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 Owner from any liability whatsoever. The Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner 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, 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 Owner has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Contract are reasonable.

25. **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.

Contract No: 4591-12

OWNER, City of Midland

CONTRACTOR

Courtney B. Sharp, City Manager

APPROVED AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

Contractor Corporate Acknowledgment: Contract: 4591-12

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of _____,

known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said 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 _____, 2012.

Notary Public, State of Texas

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, issued by a bank satisfactory to the Owner, 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 owner, 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 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.

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(hereinafter called the Principal), as Principal, 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 submitted a Bid or Proposal to enter into a certain written Contract with the obligee to _____

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 AGREED 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 such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

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

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

_____ of the City of _____ County of _____,
and State of _____ as Principal, and _____

_____ (hereinafter called the Surety(s)), as Surety(s), 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____, to _____,

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, 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.

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

PROVIDED further that this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

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 this contract, assignment thereof, or to the work to be performed thereunder.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

(hereinafter called the principal(s)), as principal(s), and _____

_____,

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), 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____, to furnish and deliver the following equipment:

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 copied at length herein, as well as the Principals 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 bidders, general and special conditions and other contract documents, including any addendums 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.

PROVIDED further that this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

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 effect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of this contract, assignment thereof, or to the work to be performed thereunder.

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

EXHIBIT "D"

PREVAILING WAGE RATE SCHEDULE BUILDING CONSTRUCTION TRADES as of July 24, 2009 Attorney General, General Decision TX20080297

<u>Classification</u>	<u>Rate/hr</u>	<u>Fringes</u>
Acoustical Installers	\$ 11.18	
Boilermaker	\$ 26.02	\$ 13.66
Bricklayers	\$ 18.00	
Carpenters (Including Metal Stud Installation and Drywall Hanging)	\$ 15.17	
Cement Mason/ Concrete Finisher	\$ 13.89	
Drywall Hangers	\$ 11.08	
Electrician	\$ 13.63	\$ 1.25
Elevator Mechanics	\$ 32.66	18.285+a
Forklift Operator	\$ 22.70	\$ 9.35
HVAC mechanic (set unit only)	\$ 10.00	
Ironworkers (reinforcing)	\$ 20.90	\$ 4.60
Ironworkers (structural)	\$ 10.84	
Laborers, Common or General	\$ 8.67	
Laborer, Mason Tender - Brick	\$ 9.13	
Operator, Backhoe/ Excavator	\$ 13.81	
Operator, Blade/ Grader	\$ 12.97	
Operator, Front End Loader	\$ 12.23	
Painter (Including Drywall Finishing)	\$ 15.81	\$ 4.56
Plasterer	\$ 14.00	
Plumber (Including HVAC Work)	\$ 19.20	\$ 6.55
Roofer	\$ 12.06	
Sheet Metal Worker (Including HVAC Work)	\$ 10.00	
Sprinkler Fitters	\$ 12.00	
Tile Setter	\$ 8.50	
Truck Driver	\$ 10.15	
Welders	*	

*Welders receive the rate prescribed for the craft performing the operation to which welding is incidental.

a under 5 years employment, 6% of BHR, over 5 years employment, 8%BHR.

Paid Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Labor Day, Thanksgiving Day, The Friday after thanksgiving and Christmas Day.

Unlisted classifications needed for the work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

CERTIFICATE OF INSURANCE:

PRODUCER INSURANCE COMPANY PHONE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE APPROVED BY THE POLICIES BELOW.												
INSURED VENDOR COMPANY	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">COMPANIES AFFORDING COVERAGE</th> </tr> <tr> <td style="width: 30%;">COMPANY LETTER A</td> <td>COMPANY NAME</td> </tr> <tr> <td>COMPANY LETTER B</td> <td></td> </tr> <tr> <td>COMPANY LETTER C</td> <td></td> </tr> <tr> <td>COMPANY LETTER D</td> <td></td> </tr> <tr> <td>COMPANY LETTER E</td> <td></td> </tr> </table>	COMPANIES AFFORDING COVERAGE		COMPANY LETTER A	COMPANY NAME	COMPANY LETTER B		COMPANY LETTER C		COMPANY LETTER D		COMPANY LETTER E	
COMPANIES AFFORDING COVERAGE													
COMPANY LETTER A	COMPANY NAME												
COMPANY LETTER B													
COMPANY LETTER C													
COMPANY LETTER D													
COMPANY LETTER E													

>COVERAGES*****

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GEN LIABILITY ☐ CLAIMS MADE ☒ OCC. ☐ OWNER'S & CONTRACTOR'S PROTECTIVE PROTECTIVE ☐ ☐	ABC123456789	00/00/00	00/00/00	GENERAL AGGREGATE	1000000*
					PROD-COMP/OP AGG.	1000000*
					PERS. & ADV. INJURY	500000*
					EACH OCCURRENCE	500000*
					FIRE DAMAGE	
					[ANY ONE FIRE]	50000*
					MEL. EXPENSE	
A	AUTOMOBILE LIAB ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY	ABC123456789	00/00/00	00/00/00	[ANY ONE PERSON]	5000*
					COM'S. SINGLE LIMIT	250000*
					BODILY INJURY	
					[EACH PERSON]	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				BODILY INJURY	
					[PER ACCIDENT]	
					PROPERTY DAMAGE	
A	WORKERS' COMP AND EMPLOYERS' LIAB ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	ABC123456789		00/00/00	EACH OCCURRENCE	
					AGGREGATE	
					{STATUTORY LIMITS}	
A	WORKERS' COMP AND EMPLOYERS' LIAB ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	ABC123456789		00/00/00	EACH ACCIDENT	100000*
A					DISEASE-POL. LIMITS	500000*
A					DISEASE-EACH EMP.	100000*
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Contractor 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.

> CERTIFICATE HOLDER <*****> CERTIFICATE HOLDER <*****

City of Midland
 P.O. BOX 1152
 MIDLAND, TX
 79702-1152

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

-----ACORD 25-S (2001/08) *Insurance limits should be adjusted to the amounts required by the attached contract.-----

NOTE: The wording under "Description of Operations", must appear exactly as shown above. Otherwise it will be rejected and contract execution will be delayed until a properly worded certificate is received.

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.

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.

More information, additional forms, instructions and FAQs are available at: <http://www.ci.midland.tx.us/Purchasing/HB914.htm> and click the appropriate link.

A copy of the form is attached. A fill-in version is available from the above web-site.

For a current list of the City Elected Officials go to: <http://www.ci.midland.tx.us> and choose City Government from the left side bar, then click Mayor and Council.

For a current list of the City Management Staff go to: <http://www.ci.midland.tx.us> and choose City Government from the left side bar, then click City Manager's Office.

If you have previously submitted a form, it is NOT necessary to send another, unless the status has changed. If submitting due to change in previous status, please note change in status on the front of the form.

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

City of Midland

Attn: City Secretary

P. O. Box 1152

Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

For vendor or other person doing business with local governmental entity

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

- D. Describe each affiliation or business relationship.

[illegible]

6

Date _____

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:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

**No-Bid
Response
For**

Request #: 4591-12 Council Chamber Audio & Video

If your firm has made a decision not to bid on this request, please complete this form and return to:

Office of the Purchasing Agent
City of Midland
P.O. BOX 1152
Midland, TX 79702-1152

Fax to: (432) 685-0523

or

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

- ☐ Cannot provide items requested.
- ☐ Cannot be competitive.
- ☐ Cannot meet the specifications in the request.
- ☐ Cannot provide the liability insurance required by the City of Midland.
- ☐ Cannot provide the Worker's Compensation Insurance required by the City of Midland.
- ☐ Cannot provide the required bonding.
- ☐ Cannot comply with the indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City of Midland.
- ☐ Other. Please explain below:

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

**PLEASE NOTE: THIS COMPLETED FORM MAY BE FAXED TO 432-685-0523.
IT IS NOT NECESSARY TO RETURN ANY OTHER DOCUMENTS.**

City of Midland
CITY ATTORNEY'S OFFICE
Office Memorandum

DATE: February 9, 2012

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, First Assistant City Attorney

SUBJECT: Agreement between the Midland Development Corporation (MDC) and Permian Basin Public Telecommunications, Inc. (Basin PBS)

At the January 27 meeting of the MDC, the Board of Directors authorized the execution of an agreement with Basin PBS.

Under the agreement, the MDC will provide Basin PBS \$300,000 in exchange for Basin PBS purchasing and renovating the Ritz Theater and relocating its operations to the Ritz. Basin PBS will be required to secure public and private funding in the amount of \$2,700,000 by December 31, 2012, and to complete the project by December 31, 2015. Additionally, Basin PBS has agreed to publicize and promote the City and the downtown area.

Keith Stretcher and I worked with Basin PBS General Manager Daphne Dowdy Jackson in negotiating the terms of the agreement. The proposed resolution approves the agreement between the MDC and Basin PBS.

If you have any questions, please do not hesitate to contact me or City Attorney Keith Stretcher.

JO/lo

RESOLUTION NO.

RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND PERMIAN BASIN PUBLIC TELECOMMUNICATIONS, INC. TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

WHEREAS, the Midland Development Corporation authorized the negotiation and execution of an agreement with Permian Basin Public Telecommunications, Inc. (“Basin PBS”) on January 27, 2012; and

WHEREAS, the City Council finds that the relocation of Basin PBS’ operations to the Ritz Theater located in downtown Midland would greatly enhance and promote economic development within the City; and

WHEREAS, Section 504.015 of the Texas Local Government Code authorizes the Midland Development Corporation to make promotional expenditures that advertise or publicize the City for the purpose of developing new and expanded business enterprises; and

WHEREAS, the City Council finds that the expenditure of promotional funds for the relocation of Basin PBS’ operations to the Ritz Theater located in downtown Midland will advertise or publicize the City for the purpose of developing new and expanded business enterprises; and

WHEREAS, the City Council finds it to be in the public interest to approve a promotional agreement between the Midland Development Corporation and Basin PBS to advertise or publicize the City for the purpose of developing new and expanded business enterprises;

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

SECTION ONE. That the recitals stated above are hereby adopted and approved.

SECTION TWO. That the promotional agreement between the Midland Development Corporation and Permian Basin Public Telecommunications, Inc., which is

attached hereto, marked as Exhibit "A" and incorporated herein for all purposes, is hereby approved.

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay Permian Basin Public Telecommunications, Inc., in accordance with the terms of said agreement, from funds available in the Midland Development Corporation Promotions Project (8705).

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROMOTIONAL AGREEMENT

THIS AGREEMENT is entered into by and between the MIDLAND DEVELOPMENT CORPORATION (“MDC”), an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and PERMIAN BASIN PUBLIC TELECOMMUNICATIONS, INC. (“BASIN PBS”), a 501(c)(3) organization.

I. Recitals

WHEREAS, the MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, the MDC Board of Directors finds that the expenditure of promotional funds for Basin PBS’ relocation to downtown Midland will advertise and publicize Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of promoting the City of Midland and its downtown area;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MDC and the Basin PBS hereby agree as follows:

II. MDC Funding

On or before March 1, 2012, the MDC agrees to provide to Basin PBS funds in the amount of \$300,000.00 (the “Funds”), which shall be disbursed in one lump sum and shall be subject to the conditions and restrictions set forth herein. The MDC’s provision of the Funds is contingent upon Basin PBS securing \$2,700,000.00 in total commitments from all public and private sources by December 31, 2012.

III. Obligations of Basin PBS

- A. **The Project.** Contingent upon securing sufficient funding, Basin PBS agrees to purchase and renovate the Ritz Theater, located at 401 S. Main Street in downtown

Midland, and to relocate Basin PBS' operations to the Ritz Theater (the "Project"). Basin PBS agrees to use the Funds for said relocation and renovations to the Ritz Theater, including, but not limited to, improvements, furniture, fixtures, equipment and technology necessary for Basin PBS' operations (the "Project"). Basin PBS agrees to exercise its best reasonable efforts to advertise, publicize or promote the City of Midland and to advertise, publicize or promote Basin PBS' operations as being located in downtown Midland.

- B. **Completion.** Upon completion of the relocation of its operations to the Ritz Theater, Basin PBS shall certify such to the MDC in accordance with Section VII(B) hereof. Basin PBS shall allow the MDC reasonable access to the subject property for purposes of determining Basin PBS' compliance with this Agreement. Such access shall be with representatives of Basin PBS and during normal business hours.
- C. **Repayment.** Basin PBS shall repay the Funds to the MDC if: (i) Basin PBS fails to secure \$2,700,000.00 in total commitments from all public and private sources by December 31, 2012; or (ii) Basin PBS fails to complete the above-described Project by December 31, 2015.

The amount repayable shall be repaid, without interest, to the MDC on or before thirty (30) days after the MDC gives written notice to Basin PBS. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall Basin PBS be obligated to repay the MDC an amount in excess of the total dollar amount of the funds actually received by Basin PBS from the MDC under this Agreement.

- D. **Records.** Basin PBS shall maintain books of account with correct entries of all expenditures of the Funds provided under this Agreement. Basin PBS shall maintain the Funds provided by the MDC in a separate account and may not commingle the Funds with any other monies. Basin PBS shall grant access to all paper and electronic records, books, documents, accounting procedures, practices or any other items relevant to this Agreement to the MDC, or such other persons or entities designated by the MDC for the purposes of inspecting, auditing, or copying such books and records. All records, books, documents, accounting procedures, practices or any other items relevant to this Agreement shall be subject to examination or audit by the MDC or such other persons or entities designated by the MDC for such purposes.

IV. Term

Upon execution by all of the parties, this Agreement becomes effective on February 15, 2012 (the “effective date”), and shall terminate on December 31, 2017, or when terminated by mutual agreement of the parties, or when terminated as hereinafter provided.

V. Law

The parties are aware of statutory limitations on the use of the funds provided herein under Chapters 501 and 504 of the Texas Local Government Code, and the parties acknowledge that the funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

VI. Documents

Basin PBS shall deliver to the MDC the following documents: (i) an executed copy of this Agreement; and (ii) a copy of the deed demonstrating Basin PBS’ ownership of the Ritz Theater property within sixty (60) days after closing.

VII. Special Conditions

- A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, the MDC’s total financial commitment during the term of this Agreement shall not exceed \$300,000.00 in the aggregate.
- B. **Certification.** As to any certification required under this Agreement, Basin PBS shall provide a letter from its general manager. E-mail shall not be an acceptable form of certification under this Agreement.
- C. **Payments.** The payment to be made to Basin PBS under Section II hereof shall be made upon a written request from Basin PBS and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Chairman, c/o City Secretary, City of Midland, P.O. Box 1152, Midland, Texas 79702.

VIII. General Terms

- A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.
- B. **No Third-Party Beneficiary.** The parties approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.
- C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between the MDC and Basin PBS. 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.
- D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.
- E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

- G. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- H. **Law.** This Agreement is subject to all applicable state and federal laws, and the Company agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by Basin PBS without the prior written consent of the MDC.
- J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:

MDC Chairman
c/o City Secretary
City of Midland
P. O. Box 1152
Midland, Texas 79702

with copy to:

MDC President
109 N. Main
Midland, Texas 79701

If to Basin PBS:

General Manager
Basin PBS
P.O. Box 8940
Midland, Texas 79708

- K. **Amendment.** This Agreement may be amended by written instrument executed by both parties expressly stating the intention to amend this Agreement.

- L. **Payments.** All payments to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All payments shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:

MDC Chairman
c/o City Secretary
City of Midland
P. O. Box 1152
Midland, Texas 79702

If to Basin PBS:

General Manager
Basin PBS
P.O. Box 8940
Midland, Texas 79708

- M. MDC and Basin PBS hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.
- N. This Agreement shall not be effective until approved by the Midland City Council.

IN WITNESS WHEREOF, the MDC and Basin PBS have executed this Agreement on the _____ day of _____, 2012.

**MIDLAND DEVELOPMENT
CORPORATION**

Laura Roman, Chairman

ATTEST:

Robert Rendall, Secretary

**PERMIAN BASIN PUBLIC
TELECOMMUNICATIONS, INC.**

By: _____
Daphne Dowdy Jackson, General
Manager

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared DAPHNE DOWDY JACKSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of PERMIAN BASIN PUBLIC TELECOMMUNICATIONS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

Notary Public, State of _____



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4631-12 Greens Mowers and Reels

Purpose:

Approval of a resolution authorizing the purchase of 2 Jacobsen Greens King IV greens mowers and 2 reels for the mowers for the Garage Division.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$59,027.78 Garage Fund

Discussion:

These greens mowers will be used by the Hogan Park Golf Course for greens maintenance and are a budgeted replacement. These pieces of equipment are available on the Houston-Galveston Area Council (H-GAC). 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.

Therefore, please consider approval of a resolution authorizing the purchase of 2 Jacobsen Greens King IV greens mowers and 2 reels through H-GAC from C & M Air Cooled Engine, Inc. of Waco, Texas, for a total cost of \$59,027.78.

RESOLUTION NO.

RESOLUTION APPROVING THE PURCHASE OF TWO (2) JACOBSEN GREENS KING IV GREENS MOWERS AND TWO (2) REELS FOR SAID MOWERS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$59,028.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

WHEREAS, the Houston-Galveston Area Council (HGAC) is a cooperative purchasing agency with which the City participates on purchases; and

WHEREAS, C & M Air Cooled Engine, Inc., has submitted a total proposed cost to the City of \$59,028.00 for the purchase of 2 greens mowers and 2 reels through the HGAC, as shown on the pricing worksheets attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by C & M Air Cooled Engine, Inc., through the HGAC for said mowers and reels to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said mowers and reels through the HGAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said mowers and reels referred to above through the Houston-Galveston Area Council, at a total estimated cost of \$59,028.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay for said mowers and reels from funds available in the Fiscal Year 2011 – 2012 Garage Fund (750) General Services (040) Garage (0752) Other Mobil Equipment (8850) budget account upon proper receipt of invoices or statements approved by the City Manager.

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

the City of Midland at a regular meeting on the _____ day of _____, A.D.,
2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

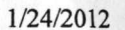
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



14.5 =



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4632-12 E-Z-Go Golf Carts

Purpose:

Approval of a resolution authorizing the purchase of 130 E-Z-Go golf carts and the trade-in of 130 Club Car golf carts for the Garage Division.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$331,500.00 Garage Fund

Discussion:

The E-Z-Go golf carts are a budgeted replacement. The replacement of the current golf carts at 36 months will insure that the City will not have the expense of installing new batteries and there will be no warranty lapse. The current Club Car golf carts that will be traded-in were purchased with a 36 month buyback guarantee. These golf carts are available on the Houston-Galveston Area Council (H-GAC). 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.

Therefore, please consider approval of a resolution authorizing the purchase of 130 E-Z-Go golf carts and the trade-in of 130 Club Car golf carts through H-GAC from C & M Air Cooled Engine, Inc. of Waco, Texas, for a total cost of \$331,500.

RESOLUTION NO.

RESOLUTION APPROVING THE PURCHASE OF ONE HUNDRED THIRTY (130) E-Z-GO GOLF CARTS, AND THE TRADE-IN OF ONE HUNDRED THIRTY (130) CLUB CAR GOLF CARTS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$331,500.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

WHEREAS, the Houston-Galveston Area Council (HGAC) is a cooperative purchasing agency with which the City participates on purchases; and

WHEREAS, C&M Air Cooled Engine, Inc., has submitted a total proposed cost to the City of \$331,500.00 for the purchase of 130 E-Z-Go golf carts, and the trade-in of 130 Club Car golf carts through the HGAC, as shown on the pricing worksheet attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by C&M Air Cooled Engine, Inc., through the HGAC for said golf carts to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said golf carts through the HGAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said golf carts referred to above through the Houston-Galveston Area Council, at a total estimated cost of \$331,500.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay for said golf carts from funds available in the Fiscal Year 2011 – 2012 Garage Fund (750) General Services (040) Garage (0752) Other Mobil Equipment (8850) budget account upon proper receipt of invoices or statements approved by the City Manager.

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

City of Midland at a regular meeting on the _____ day of _____, A.D., 2012, by
the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

GP01-12

Date
Prepared:

1/24/2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Midland	Contractor:	C & M Air Cooled Engine
Contact Person:	Dennis Yates	Prepared By:	Chris Koulovatos
Phone:	432-6857451	Phone:	940-704-2950
Fax:	432-685-7494	Fax:	254-751-1412
Email:	dyates@midlandtexas.gov	Email:	chris@bettermowers.com

Product Code:	GR01-12	Description:	EzGo Carts
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 3925

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Windshield Folding	inc		
Battery Fill System	inc		
Logo	inc		
Sand Bottles - 2	inc		
Hub Caps	inc		
3 set of Numbers	inc		
6 Tow Bars	inc		
2 Hand Held Programers	inc		
Canopy's	inc		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	130	X Subtotal of A + B + C:	3925	=	Subtotal D:	510250
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Club Car Carts - 130	-178,750.00		
		Subtotal E:	-178750

Delivery Date:	3/15/2012	F. Total Purchase Price (D+E):	331500
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City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Marv Esterly, Director of Airports

SUBJECT: Airport Land Lease (Lease Tract #4)

Purpose:

Consider a resolution authorizing the execution of a Land Lease Agreement for Airport Hangar Facility between Absolute Investments, Inc. and the City of Midland, Texas in Lot 4B, Block 11, (Lease Tract #4) Midland International Airport, Industrial Park Addition, Section 6, Midland County, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Annual rental of \$4,116.60

Discussion:

Absolute Investments, Inc. is requesting a Land Lease Agreement of Lease Tract #4 in the new hangar development area for the construction of a private hangar. The Airport Land Lease Agreement is our standard agreement with minor changes recently approved for a term of 40 years with CIP adjustments every 36 months. Once this agreement is executed, Absolute Investments, Inc. will submit building plans to both the Director of Airports and the City Building Official for approval. Once approved, a building permit will be issued and construction will begin. At the end of the 40-year term, all hangar improvements will revert to the City of Midland.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LAND LEASE AGREEMENT WITH ABSOLUTE
INVESTMENTS, INC. FOR HANGAR DEVELOPMENT
LOCATED ON A 0.21 ACRE TRACT OF LAND
LOCATED IN LOT 4B, BLOCK 11, MIDLAND
INTERNATIONAL AIRPORT, INDUSTRIAL PARK
ADDITION, SECTION 6, AN ADDITION TO THE CITY
OF MIDLAND, MIDLAND COUNTY, TEXAS**

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a land lease agreement with Absolute Investments, Inc., to lease land from the City at the Midland International Airport, Industrial Park Addition; and

WHEREAS, the Director of Airports and City Manager recommend that the Council approves this lease to develop the Midland International Airport; and

WHEREAS, changes have been made to the City's standard lease but that Council accepts the Director of Airports recommendation to modify the City's standard lease in order to facilitate development;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, the lease agreement with Absolute Investments, Inc., in the form shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes.

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., 2012 by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

**MIDLAND INTERNATIONAL AIRPORT
LEASE AGREEMENT FOR AIRPORT HANGAR FACILITY**

STATE OF TEXAS

COUNTY OF MIDLAND

THIS LEASE AGREEMENT made and effective this 15th day of February, 2012, (the "Commencement Date") by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, (hereinafter referred to as City), and Absolute Investments, Inc., organized and existing under and by virtue of the laws of the State of Texas (hereinafter referred to as Lessee);

WITNESSETH:

WHEREAS, the City owns and operates the Midland International Airport, located in the City of Midland, Texas, hereinafter referred to as "Airport"; and

WHEREAS, Lessee desires to lease, use, develop, and/or operate on certain Airport land and/or improvements and/or engage in certain Aeronautical Activities ("Activity" or "Activities") at the Airport; and

WHEREAS, City desires to lease to Lessee and allow the use, development, construction and/or operation on certain Airport land and/or improvements and/or grant the privilege of engaging in certain Aeronautical Activities at the Airport to Lessee, in accordance with the terms herein and to grant access to Lessee to the Leased Premises, as such term is defined below.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows:

**ARTICLE 1.
DEFINITIONS**

Definitions of the terms and phrases used in this Agreement are provided in Exhibit A.

**ARTICLE 2.
GRANT OF LEASE**

- A. **Leased Premises:** City agrees to lease to Lessee certain City-owned land located at Midland International Airport, and being more particularly described on Exhibit B, attached hereto and incorporated herein by reference; said land hereinafter being referred to collectively as the "Leased Premises."

- B. **Easements:** This Agreement shall be subject to such easements, rights-of-way, drill sites, or other rights or reservations affecting the Leased Premises which are of record or are clearly visible as of the date of this Agreement, or which are shown on Exhibit B.
- C. **Acceptance of Leased Premises:** Lessee accepts the Leased Premises, improvements, including all fixtures, apparatus and equipment located therein and BY EXECUTING THIS AGREEMENT THE LESSEE AGREES AND ACKNOWLEDGES THE LESSEE IS LEASING THE LEASED PREMISES **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE.** LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY THE CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE SITE. LESSEE ALSO RECOGNIZES BY EXECUTING THE LEASE, THAT THE LESSEE IS AGREEING TO LEASE THE LEASED PREMISES **"AS IS"** THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. THE CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES LEASED. IN NO EVENT SHALL A LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED **"AS IS"** AND WITH ALL FAULTS.
- D. **Design Guide and Standards (Exhibit D)** Any and all improvements made upon the Leased Premises must be in accordance with the Design Guide and Standards for Private Hangars (Exhibit D) attached and made a part of this agreement.

**ARTICLE 3.
TEMPORARY CONSTRUCTION EASEMENT**

- A. City shall grant a temporary construction easement ("Easement") to Lessee for construction of the improvements. The Easement shall encompass only as much City property as is reasonably necessary to accomplish construction of improvements, with rights of ingress and egress for the construction. Said Easement shall automatically terminate upon completion of Lessee's construction of the improvements on the Leased Premises.
- B. In connection with any entry or work conducted by Lessee on the Leased Premises or on other Airport property, Lessee shall indemnify and hold City harmless from any loss or damage, including costs, expenses and reasonable attorney's fees resulting from such entry or work.

ARTICLE 4.
USE OF LEASED PREMISES

- A. **All uses allowed for a Privately Owned Non-Commercial Hangar Facility, as provided by the Minimum Standards (Article VIII):** Article VIII, Section 8.01 of the Airport Minimum Standards entitled 'Privately Owned Non-Commercial Hangar And Aviation Fuel Dispensing Facilities' (referred to hereafter as "Airport Minimum Standards"), a complete copy of which has been provided to Lessee is incorporated herein by reference. Such standards may be duly amended from time to time by the Midland City Council in their sole discretion. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The determination of what is substantive is in the sole discretion of the Midland City Council. Any such changes shall apply to Lessee or the Leased Premises no sooner than sixty (60) days after written notice of final adoption of such change by the Midland City Council has been delivered to Lessee.
- B. Lessee agrees not to engage in any other activity on the Leased Premises other than those Activities specifically permitted under this Agreement, and agrees not to use, develop, or occupy the Leased Premises in any manner contrary to the Airport Minimum Standards for any purpose other than that specified in this Agreement, without the prior express written consent of City.
- C. **Prohibited Products, Services, and/or Uses: The following products, services, and/or uses are prohibited on the Leased Premises:**
- a. Commercial or retail products and/or services
 - b. Any products, services, and/or uses prohibited by law
- D. **Sponsor Grant Assurances:** In accordance with the Sponsor Grant Assurances given to the Federal and/or State government as a condition to receiving Federal and/or State funds, the granting of rights and/or privileges to engage in activities shall not be construed in any manner as affording Lessee any exclusive rights, other than the exclusive use of the Leased Premises and any land and/or improvements that may be leased to Lessee and then only to the extent provided in this Agreement. Accordingly, City reserves the right to grant to others the privilege to engage in or conduct a similar activity on other areas of the Airport property not encompassed by the Leased Premises.
- E. **Use of Airport:** Lessee may use, in common with others, the existing and future aeronautical and/or public facilities at the Airport (the "Public Facilities"), subject to and in full compliance with all applicable rules and regulations. The Public Facilities shall mean the landing areas, any extensions and additions to the landing areas,

roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Lessee shall be solely liable for and shall reimburse City for all costs incurred by City for the repair of any damage caused by Lessee to the Public Facilities, excluding ordinary wear and tear.

- F. **Access to Airport:** City shall maintain all roads on the Airport giving access to the Leased Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Leased Premises over said roads at all times; provided, however, City shall not be in default of this Agreement if access is temporarily interrupted for a period of time which is not unreasonable under the circumstances.
- G. **Right to Use Airport:** Lessee and Lessee's employees, and guests shall have the right to use that part of the Airport and its facilities not included within the Leased Premises in common with others authorized to do so. Such use shall be subject to any and all applicable federal, state or local laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, lawfully exercising jurisdiction over the Airport or the activities of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.
- H. **Vehicular Operations on the Airfield:** No vehicles of Lessee, its employees, guests or invitees will be allowed to operate on, or cross, the Runway and Taxiway movement areas and their respective safety areas of the Airport. When necessary, Airport Operations Control Center personnel will provide Lessee escorted access to and from the airfield area.
- I. **Airport Certification Rules and Regulations:** Lessee shall comply with such rules that pertain to its operation on the Airport under the Airport Certifications Rules of Federal Aviation Regulations Part 139, as amended [14 CFR Part 139], as amended.
- J. **Airport Security Rules and Regulations:** Lessee, its employees, guests and contractors shall comply with all federal and local Airport security regulations adopted by the City or the Department of Airports as such rules and regulations exist or may hereafter be amended. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES, from any charges, fines or penalties that may be assessed or levied by the FAA and/or TSA by reason of the NEGLIGENT OR INTENTIONAL FAILURE OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS to comply with such Airport security regulations.
- K. **14 C.F.R. Part 77 Requirements:** Lessee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations [14 CFR Part 77] in the event any future structure, antenna or building is planned for the Leased Premises, or in the event of any planned modification of any present or future building, antenna or structure located on the Lease Premises.

- L. **Control of Structures:** Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises which highest point is above a mean sea level elevation established by the FAA and City as a height limitation on such structures or objects. City reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, at Lessee's expense.
- M. **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- N. **Right of Over-flight:** There is hereby reserved to the City, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.
- O. **Ingress and Egress:** Lessee, its employees, guests, and invitees shall have the right of ingress and egress to and from the Leased Premises. If the rights granted by this provision adversely affect Airport operations, City shall have the right, upon prior notice to Lessee, to restrict and/or limit hours in which such rights may be exercised, provided such restrictions do not unreasonably affect Tenant's ability to access and use the Leased Premises.
- P. **Compliance with Airport Minimum Standards:** All activities conducted upon the Leased Premises, shall be in conformance with the City's Airport Minimum Standards, as such standards currently exist or as duly amended from time to time by the City Council, in their sole discretion. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The decision to amend the Airport Minimum Standards shall be in the sole discretion of the Midland City Council. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The determination of what is substantive is in the sole discretion of the Midland City Council. Any such changes shall apply to Lessee or the Leased Premises no sooner than sixty (60) days after written notice of final adoption of such change by the Midland City Council has been delivered to Lessee.

ARTICLE 5. TERM

Term: The primary term of this Agreement shall commence on the date hereof (the "Commencement Date"), with rent payments commencing on the 1st day of the month following the earlier of (i) 250 days from the "Delivery Date" (defined below) or (ii) the issuance of a Certificate of Occupancy for the aircraft hangar to be constructed on the Leased Premises (the "Rent Commencement Date"), and shall expire on the fortieth (40th) anniversary date of the Rent Commencement Date, unless terminated at an earlier time as permitted by the terms of this Agreement (the "Primary Lease Term"). The pro rata Rent attributable to any partial month of occupancy by Tenant under (ii) above shall be paid with and in addition to the first rent payment. One Hundred Eighty Days prior to the end of the Primary Lease Term, Lessee may by written notice request that the City begin negotiations to extend the term of this Agreement. If Lessee is not then in default of this Lease, City shall promptly begin negotiations to extend the term. Prior to the Rent Commencement Date, Lessee shall have possession of the Leased Premises for the exclusive purpose of construction of the hangar improvements pursuant to the terms contained hereinafter. The "Delivery Date" refers to the date Lessee receives written notice from City that City has fulfilled City's obligation to install (at its cost) all electric, water and sewer services to the boundary of the Leased Premises.

ARTICLE 6. RENT

- A. As rent for the Leased Premises, Lessee shall pay in lawful money of the United States of America the following amounts to City. Rent payments shall begin on the Rent Commencement Date as more fully described in Article 5.
- (1) During the Lease Term, and subject to the provisions of paragraph B below, Lessee agrees to pay to City annual rent for the Leased Premises as follows: Forty Five Cents (\$0.45) per square foot (\$4,116.60 per year), payable monthly (\$343.05 per month), and due on the first day of each month. For purposes of calculating the amount of rent due under this Agreement, the amount of square footage for ground and facilities being rented is agreed by the parties to be 9,148 square feet.
 - (2) Payments of rents shall be made to City monthly (in installments equal to 1/12 of the annual rent) in advance on the first (1st) day of each month without notice or demand. At its option, Lessee may pay the total annual rent due in advance on or before the anniversary of the Rent Commencement Date. Payment shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind. The rent for any partial month will be prorated.

- (3) A late charge of .5% per month shall be automatically added to any installment of rent not received by City by the close of business of the 15th day of the month in which it is due. The late charge shall become part of the rent due and owing to City. Additional late charges of .5% shall be imposed for each thirty (30) day period any payment remains due and owing. Such charges shall also become part of the rent which is due and owing to City. If these charges ever exceed any legally authorized maximum rate, then the charges shall automatically be reduced to the maximum legal rate.
- B. **Rental Adjustments:** It is agreed and understood that provision must be made herein for an adjustment of the rental rate every three years. Therefore, effective on the third (3rd) anniversary of the Rent Commencement Date, the monthly rent shall be increased only in the same proportion or percentage by which the cost of living has been increased as reflected by the Consumer Price Index for All Items, as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA; such increase being measured by comparison with such cost-of-living indices at the end of the immediately preceding 36-month period of this lease, as compared with the indices at the commencement of the immediately preceding 36-month period of this lease; provided however, if such calculation results in a rental rate increase in excess of nine percent (9%) for the applicable time period, the rental adjustment shall be capped for such period at nine percent (9%). In no event shall the annual rent be less than \$0.45 per square foot (\$4,116.60). Any additional rent for applicable period shall be due within ten (10) days of Lessee's receipt from City of the calculation of the rental adjustment.
- C. All payments shall be made to City of Midland and sent to the attention of the Director of Airports, at City's address stated in Article 40. The failure to make any payment when due may result in a termination of the Agreement as provided in Article 13.

ARTICLE 7. FEES

Lessee will pay any and all applicable fees as established by the City of Midland. Lessee will obtain, at their sole cost, all building permits required by the City.

ARTICLE 8. IMPROVEMENTS AND ALTERATIONS

- A. Within two hundred fifty days (250) days after the Commencement Date of this Agreement, Lessee shall commence construction of the Improvements in conformance with the Airport Minimum Standards and the Design Guide and Standards For Private Hangar as shown on Exhibit "D" attached hereto and incorporated herein for all purposes, at its own cost and expense, subject to events of force majeure or a delay caused by the City.

- B. Within forty-five (45) days after the Commencement Date of this Agreement, Lessee shall submit to the Director of Airports and Building Official for City's approval the site plans and specifications ("Site Plans") (Exhibit "C") for the proposed Improvements. Such submission shall include, at a minimum, a site plan showing the location of the Improvements and Off-site Improvements in relation to the boundaries of Leased Premises, elevated views, architectural renderings, landscaping plans, and complete detailed construction plans, specifications, and related details and schedules.
- C. The size, scale, quality, and quantity of the Final Plans shall be in accordance with City ordinances. The Final Plans shall be consistent with any Preliminary Plans and shall provide for construction and/or alterations which are first class, safe, fire resistant, and architecturally compatible with the character of the Airport.
- D. The proposed Final Plans shall be accompanied by a certified statement by Lessee's architects and engineers indicating the expected life, use and estimated costs of the Improvements, and certifying that the Final Plans are in compliance with all applicable laws, ordinances, regulations, and codes of the City. Such statement shall be re-certified upon City's approval of the proposed Final Plans.
- E. Once the Final Plans have been approved by City and re-certified, Lessee shall, at its own cost and expense, construct the Improvements in accordance with the Final Plans and requirements of this Agreement. Lessee shall be entitled to receive a certificate of occupancy when all Improvements are completed in accordance with City ordinances and regulations.
- F. **Contractor's Insurance Bonds:** At any time construction activities are undertaken on the Leased Premises, Lessee shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. ALL INSURANCE SHALL NAME THE CITY AS ADDITIONAL INSURED AND CO-PAYEE, AND PROVIDE FOR A WAIVER OF SUBROGATION IN FAVOR OF THE CITY. Lessee shall require all contractors performing construction work on the Leased Premises to provide payment and performance bonds issued by a responsible bonding company or companies authorized to conduct business in the State of Texas for the full amount of the cost of the construction to be performed on forms which are in compliance with Tex. Gov't Code Art. 2253, as amended with the City as a co-payee or protected party. The foregoing shall be made a part of any contract between Lessee and its contractor or contractor. In the event Lessee does not complete the construction work itself; it shall comply with the all-risk insurance provisions hereof.

- G. The construction and/or alterations shall be performed by qualified, responsible and reputable contractors, subcontractors and suppliers, all of whom shall be subject to City's approval in advance of commencing work which approval shall not be unreasonably withheld, and all work shall be secured with payment and performance bonds. Such contractors, subcontractors and suppliers at all times shall cooperate with other employees and workers at the Airport so as to avoid the occurrence of any disturbance, disruptions, or conflict in all or any part of the Airport or in connection with its operations. The construction shall be completed in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, and codes.
- H. Subject to subsection E above, Lessee shall, at its own expense, pay all costs associated with installation of water lines, sewer lines, telephone and telephone lines, gas lines, and any other utilities or equipment on the Leased Premises. It shall be the responsibility of City at its sole cost and expense to bring all water lines, sewer lines, telephone and telephone lines, gas lines, and any other utilities or equipment to the boundary of the Leased Premises to enable Lessee to connect the Leased Premises to such services. Lessee shall construct any required security fencing in accordance with the Midland International Airport Security Program in existence as of the Commencement Date. Lessee shall, at its own expense, procure all governmental permits and approvals required for or in connection with the construction of the Improvements.
- I. During the construction of the Improvements, Lessee shall store all materials, supplies, machinery and equipment associated therewith in a safe and orderly fashion so as to not interfere with the work and operations of Lessee and any other Airport users. Lessee shall comply with the Airport's Development Guidelines and all contractors, subcontractors, and suppliers shall comply with the Airport Minimum Standards, Rules and Regulations and all other applicable Regulatory Measures. Upon completion of the Improvements and Offsite Improvements, Lessee shall deliver one set of "as built" drawings to City. The building materials and design shall substantially conform to the graphic renderings submitted to the City during the site plan approval process.
- J. In the event that Lessee fails to comply with any of the provisions of this section of this Agreement and after delivery of any required notice and any opportunity to cure under Article 13, including a failure to construct the Improvements and Off site Improvements only in accordance with the approved Site Plan unless otherwise agreed to by City, City may, in addition to any other remedies available to City, terminate this Agreement.
- K. **Encumbrance of Leasehold Estate:** Lessee shall at no time encumber or attempt to encumber its leasehold interest in the Leased Premises by deed of trust, mortgage, security agreement or other security interest without the prior written consent of the City Council, which consent shall not be unreasonably withheld.

- L. **Ownership of the Improvements:** Ownership of the Improvements, free of any liens, encumbrances or back taxes, shall revert to City at no cost to City upon expiration of the Primary Lease Term of this Agreement. However, at the end of the Primary Lease Term, City shall retain the right to require that Lessee demolish and/or remove any nonstructural alterations to the Improvements, the construction of which had not been previously approved by City or any Improvements (or portions thereof) which shall be the subject of a continuing maintenance default, noticed by City to Lessee, existing at the end of the Primary Lease Term, and restore the Improvements as nearly as possible to their original condition and character as of the date of the issuance of any certificate of occupancy, ordinary wear and tear excluded. Lessee may transfer the Improvements upon receipt from City of appropriate consents as described hereinafter.

ARTICLE 9. RIGHTS AND PRIVILEGES OF LESSEE

City does hereby grant to Lessee and Lessee does lease from City the following rights and privileges:

Lessee may install in or upon the Leased Premises all such fixtures, machines, tools, equipment, or other items of personal property as it deems necessary in connection with the Activities authorized in this Agreement. Any personal property belonging to Lessee located on the Leased Premises and/or in the Improvements located thereon shall be there at the sole risk of Lessee. City shall have no liability or responsibility for any theft, misappropriation or damage to any personal property belonging to Lessee. Lessee shall be entitled (but at its own risk of default of any other agreement whose terms may prohibit such removal) during the term of this Agreement to remove from the Leased Premises, or any part thereof, all aircraft, tools, machinery, equipment, trade fixtures and non-structural improvements located thereon; provided, however, that all buildings from which any property is so removed shall be restored by Lessee in such manner that the buildings are not materially damaged (i.e., restored to same condition that existed before installation or placement of the property) and that those items removed are not required by Minimum Standards in order to engage in the authorized Activities. Lessee shall remove all equipment, fixtures, and systems as specified in this Agreement within five (5) days of termination or expiration of this Agreement. City may purchase personal property of Lessee at the termination of the Lease which the City deems essential to operation of Airport at the-then fair market value. Subject to the rights of any party holding a superior security interest in the equipment, fixtures, and systems, if Lessee fails to remove such property from the Leased Premises within five (5) days of termination or expiration of this Agreement, then the City retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, and systems and Lessee agrees to pay City for such expense within fifteen (15) days after receipt of an invoice from City.

ARTICLE 10.
RIGHTS AND PRIVILEGES OF CITY

In addition to all other rights and privileges reserved by City including those outlined under Federal and/or State Sponsor Assurances, City reserves the following rights and privileges.

- A. **City Authority:** While the Airport Director has the authority to manage the Airport (including the authority to interpret, administer, and enforce Agreements and policies and the authority to permit temporary, short-term occupancy/use of Airport land and/or Improvements), the ultimate authority to grant the occupancy/use of Airport land and/or improvements and/or the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto is expressly reserved to City through the City Council.
- B. **Airport Development:** City reserves the right, but shall not be obligated to Lessee, to develop and/or improve the landing areas and/or other portions of the Airport as it sees fit. City reserves the right to close any portion of the Airport and/or any of the facilities located thereon when it deems that such action is reasonably necessary to maintain, repair, or develop the Airport and/or facilities located thereon and/or for the safety of the general public; provided, however, that other than in times of temporary emergency, adverse weather conditions, or public calamity, City shall use its best efforts at all times to keep the Airport open with sufficient access to, and use of, the Public Facilities by Lessee, and its sublessees and assigns, to enable the permitted uses of the Leased Premises. City shall provide advance notice of any closures to the extent possible.
- C. **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches and/or transition surfaces of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport and/or constitute a hazard to aircraft.
- D. **War, National Emergency, Riot, or Natural Disaster:** During time of war, national emergency, riot or natural disaster, City shall have the right to lease the Airport or any part thereof to the United States or the State of Texas for government or military use. In this case, any provisions of this Agreement which are inconsistent with the provisions of any lease with a government entity shall be suspended for the term of the lease with the government entity.
- E. **Access to the Premises:** City and/or its representatives shall have the right to enter the Leased Premises including all buildings, structures and Improvements, at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or City's obligations under this Agreement. City shall

provide three (3) hours advance written notice (which shall include email transmission) prior to entering any non-public area except when City determines that emergency circumstances due to safety concerns require immediate entry without prior notice.

- F. **Performance of Acts:** All acts performable under this Agreement by City or City Council may, at the option of City and without right of objection by Lessee, be performed by a representative or delegate of City.
- G. **Exercising Rights:** No exercise of any rights reserved by City herein shall be deemed or construed as an eviction of Lessee nor shall such exercise be grounds for any abatement of rents, fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever, unless such exercise materially and substantially interferes with the rights granted Lessee in this Agreement.

ARTICLE 11. **OBLIGATIONS OF LESSEE**

Except as otherwise specifically provided, Lessee shall have the following obligations:

- A. **Conduct:** Lessee shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, invitees, suppliers, vendors and customers. Upon receipt of a valid complaint, Lessee shall take all reasonable steps necessary to resolve or remove the cause of the complaint in a timely manner.
- B. **Disturbance:** Lessee shall conduct its Activities and operations in an orderly and proper manner so as to not unreasonably disturb or interfere with others conducting business or other operations at the Airport. Lessee agrees that it will not intentionally interfere with the landing and taking off of aircraft at the Airport or otherwise cause a hazard.

Lessee agrees that it will not intentionally or knowingly disturb City or any tenant of the Airport by knowingly creating or permitting any disturbance or any unusual or excessive noise, vibration, electromagnetic emission or other undesirable condition on or about the Airport. Lessee shall not cause or permit to be caused by any act or practice, by negligence, omission or otherwise that would adversely effect the environment or do anything or permit anything to be done that would violate any Regulatory Measure (including the Primary Guiding Documents) (defined below). Lessee shall utilize commercially reasonable efforts to minimize the escape of fumes, odors, smoke, gas or other substances from the Leased Premises and shall neither use, allow the use of, nor occupy Leased Premises for any improper, immoral or unlawful purpose.

- C. **Hazardous Materials:** All Hazardous Materials shall be placed, stored, generated, used, released or disposed of in accordance with all applicable EPA,

TCEQ and local regulations. Lessee shall not cause or suffer any Hazardous Material to be placed, stored, generated, used, released or disposed of, in, on, under, about, or transported from the Leased Premises unless Lessee has complied with the following:

- a. Lessee shall obtain City's prior express written consent. City may impose, as a condition of such consent, reasonable requirements, such as limits of the manner, time and contractors associated with such.
- b. Lessee shall comply with prudent business practices and also with all applicable federal, state and local laws, ordinances, regulations, guidelines and orders relating to health, safety and protection of persons, the public, and/or the environment.
- c. Lessee shall limit the presence of such Hazardous Material to the minimal amount reasonably necessary for Lessee's use of the Leased Premises as authorized by this Agreement.
- d. Upon the request of City, Lessee shall furnish reports, assessments or other evidence satisfactory to City showing that the Leased Premises are not being used nor have the Leased Premises been used by Lessee for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials other than those Hazardous Materials authorized by City.
- e. If at any time a release or danger of a release of Hazardous Materials is discovered on, at, or in the Leased Premises, the Airport, City's sewage or storm drainage system, soil, air, groundwater or any improvements, which was caused or permitted by Lessee or Lessee's officers, agents, employees, contractors, permittees, invitees, or there is the imminent danger of such release of Hazardous Materials, Lessee, at its sole cost and expense, shall ensure removal of such Hazardous Materials from the Leased Premises, the Airport, the underlying groundwater, City's soil, air, storm drainage and the sewage system, in accordance with requirements of all appropriate governmental authorities.
- f. In addition to notification of proper governmental authorities, Lessee shall immediately notify the Airport Director of any release of Hazardous Materials that exceeds the minimum amount that must be reported to a public agency.
- g. Upon discovery of any Hazardous Materials that are a direct result of Lessee's activities on, in, under or emanating from the Leased Premises, any release or threat of release of a Hazardous Materials, and/or any illness caused by exposure thereto, Lessee shall immediately, and at its sole cost and expense, take all actions necessary to remediate, abate,

and/or rectify any such conditions at or upon the Leased Premises. Provided, however, that Lessee shall have no liability for pre-existing or subsequently discovered Hazardous Materials.

- h. In addition to all other rights and remedies of City, if the removal of such Hazardous Materials from the Leased Premises, the Airport, City's sewage or storm drainage system, soil, air, groundwater, or any improvements is not commenced by Lessee within thirty (30) days after written notice from City of the discovery of such Hazardous Materials and continuously pursued using commercially accepted methods and in accordance with standards promulgated by the State of Texas or the United States Environmental Protection Agency ("EPA"), City, in its discretion, may pay to have same removed and Lessee shall reimburse City within thirty (30) days of City's demand for payment. If City is required to remediate and/or abate any such conditions caused by Lessee on or upon the Leased Premises and/or the Airport, Lessee shall reimburse City for all costs and expenses incurred in so doing. In its sole discretion, City may, but shall not be required to, grant Lessee more than fifteen (15) days after written notice to remove Hazardous Materials, all at Lessee's expense.
- i. Immediately upon receipt thereof, Lessee shall provide City with copies of any notices, claims, complaints, demands, lawsuits, hearings, investigations, or governmental requests for information relating to the environmental condition on or of the Leased Premises and/or Hazardous Materials on, in, under or emanating from the Leased Premises during Lessee's occupancy thereof.

D. **Storage, Handling, Dispensing of Fuels, Gasoline and Lubricants:** The storage of fuels, gasoline, and lubricants in bulk quantities shall be limited to City approved fuel storage facility and only in an amount reasonably necessary to engage in the Activities authorized in this Agreement. Lessee's installation, operation and maintenance of a fuel storage facility must be in accordance with the manufacturer's instructions. In addition, Lessee must abide by all applicable Regulatory Measures (including the Primary Guiding Documents) pertaining to the storage, handling, and dispensing of aviation fuels, gasoline and lubricants.

E. **Utilities:** Lessee shall directly procure and promptly pay for all utilities and utility services including, but not limited to, electricity, sewer, water, natural gas and telephone charges relating to the Leased Premises during the term of this Agreement. The Lessee shall be solely responsible for the payment of all utilities and the payment of utilities shall be in addition to any rental payments.

F. **Taxes, Assessments, and Fees:** Lessee shall pay and discharge all taxes, of any kind, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises, the Improvements located thereon and/or the

Activities conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. Lessee acknowledges and understands that it holds record title to the Improvements on the Leased Premises, and the Improvements shall be taxed under Lessee's account in a manner designed to determine the market value of the Improvements as of January 1st of each tax year. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination. The Lessee shall be solely responsible for the payment of all taxes and the payment of taxes shall be in addition to any rental payments.

- G. **Costs, Expenses, and Other Charges:** Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises, the Improvements and/or the Activities conducted by Lessee, which may arise or become due during the term of this Agreement.
- H. **Maintenance:** Except as otherwise specifically provided in this Agreement, Lessee, at its own cost and expense, shall keep the interior and exterior (including all structural and non-structural) portions of the Leased Premises including, but not limited to, plumbing, heating, lighting, air conditioning and any other systems in connection therewith and all other parts of the Leased Premises in good order and condition and will make all necessary repairs to the Leased Premises both ordinary and extraordinary, foreseen and unforeseen and will make all necessary replacements of like quality when beyond repair. Lessee shall be responsible for all cleaning, custodial, janitorial and landscaping services. Lessee shall keep the Leased Premises in neat, safe, sanitary, orderly and slightly condition and in good working order at all times, and shall remove snow and ice as required for Lessee to conduct Lessee's operations during hours that the Airport is open.

In the event Lessee fails to comply with this paragraph, City may notify Lessee in writing that such maintenance, repair or cleaning shall be performed and in the event that Lessee fails to correct the condition within thirty (30) days of City's written notice, or in the event such repair or replacement cannot be done within such time, Lessee fails to commence such repair or replacement within thirty (30) days and continuously pursue it to completion using commercially reasonable methods, City or its authorized designee may enter the Leased Premises and provide the necessary maintenance or repair services and Lessee agrees to pay City such expenses within thirty (30) days upon receipt of an invoice. This shall not be construed as a duty or obligation of City to make any repair or perform any work or

cleaning which Lessee is required to make or perform.

- I. **Refuse Disposal:** Lessee shall immediately clean up all refuse, rubbish, scrap material and debris caused or generated by its Activities, so that the Leased Premises shall at all times present a clean, neat, sanitary and orderly appearance. Lessee shall provide and use covered receptacles for all garbage, trash and other refuse at the Leased Premises. Lessee shall not allow boxes, cartons, barrels, or other items to accumulate in or upon the Leased Premises in an unsightly manner or in a manner that may pose a safety hazard of any kind. Lessee shall ensure the proper storage and removal from the Airport of all garbage, debris and other waste materials, whether solid or liquid, generated by or arising out of its operations and activities at the Airport.
- J. **Based Aircraft Report:** Lessee shall maintain and furnish by the 1st of August each year and at any time, upon request of the Airport Director, a report identifying all aircraft based at or on the Leased Premises. The report shall identify the owner, the owner's billing address, the year of manufacture, make and model of the aircraft, the Gross Takeoff Operating Weight, Maximum Gross Landing Weight and Aircraft Registration Number.
- K. **Signage:** Lessee shall not erect, paint upon, attach, exhibit or display in, on, or about said Leased Premises any sign other than as shown on the Site Plan without the prior express written consent of the Airport Director.
- L. **Special Events:** Lessee shall not conduct or hold air shows Or any other special events, including any non-aeronautical event, at the Airport without the prior express written consent of the Airport Director.

ARTICLE 12. **OBLIGATIONS OF CITY**

- A. City covenants and agrees that at all times it will maintain and operate the Airport as a public Airport consistent with and pursuant to the Sponsor's Assurances given by City to the United States Government and/or the State of Texas under the Federal Airport Act.
- B. Encumbrance of Fee Title. If City encumbers by mortgage, deed of trust, security agreement, or other instrument in the nature thereof, any of City's right, title or interest in the Leased Premises, any such mortgage, deed of trust, or other instrument will at all times be, and will expressly state that it is, subject and subordinate to this Lease and the rights, titles and interests of Lessee and any Leasehold Mortgagee (defined below) arising by virtue of this Lease.

ARTICLE 13.
DEFAULTS AND REMEDIES

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee.

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors.
- C. A court making or entering any decree or order:
 - (i) adjudging Lessee to be bankrupt or insolvent;
 - (ii) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;
 - (iii) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property;
 - (iv) directing the winding up or liquidation of Lessee and such decree or order shall continue for a period of (60) days.
- D. The filing of any non-consensual lien against the Leased Premises resulting from any act or omission of Lessee which is not discharged or contested in good faith as determined by City by proper legal proceedings within sixty (60) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien.
- E. The voluntary abandonment by Lessee of the Leased Premises for a period of thirty (30) consecutive days or more, coupled with the failure to pay rent as provided in Article 6.
- F. The transfer of Lessee's interest in a manner not authorized herein or by other operation of law.
- G. Lessee becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of fifteen (15) days after the time such payments become due.
- H. Intentional falsification by Lessee of any record which results in the deprivation of any rent, fee or other charge from the City granted under this Agreement.
- I. The failure by Lessee to perform any of the covenants, conditions or obligations imposed on it by this Agreement or any other Agreement with City where the failure continues for a period of thirty (30) days after written notice from City.

- J. The transfer or assignment or attempted transfer or assignment of this Agreement by Lessee, without securing prior written approval of City, such approval not to be unreasonably withheld. It shall be understood for the purpose of this provision that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer."
- K. In the event of default by Lessee that is not cured within thirty (30) days of receiving notice from City, City may, in addition to any other remedies available to City, terminate this Agreement. If the default concerns a failure to make payments to City; however, the City may terminate this Agreement if the required payments are not made within twenty (20) days of receiving notice from City of the event of default. If this Agreement is terminated, the security deposit, or any other payments made to City shall be forfeited to City and Lessee shall have no rights to recover the security deposit (if any) and payments. This forfeiture shall not diminish nor limit City's right to recover such damages as may result from the default by Lessee.
- L. Notwithstanding the foregoing, no failure of either party to perform or delay in performance which is caused by any war, civil disorder or other national emergency or which is due to an intervening act of God shall be deemed an event of default.
- M. In addition to the termination and forfeiture right described in the preceding paragraph, City shall have the following rights and remedies upon default by Lessee:
- (i) The recovery of any unpaid rent, fees and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments that, would have been made if the Agreement had not been breached by Lessee, subject, however to the City's duty to mitigate its damages.
 - (ii) The recovery of any damages, costs, fees and expenses incurred by City as a result of the breach of the Agreement by Lessee, but expressly excluding consequential damages, lost profits or attorneys' fees and expenses.
 - (iii) The removal of all persons from the Leased Premises and the removal and storage at Lessee's expense of all property on the Leased Premises, in accordance with the law.
 - (iv) Any other right or remedy, legal or equitable, that City is entitled to under applicable law, whether stated in this Agreement or not, subject however, to the limitations set forth in this Agreement.
- N. No termination shall relieve Lessee of the obligation to deliver and perform on all outstanding obligations and requirements prior to the effective date of the termination

and Lessee liabilities under this Agreement shall continue.

- O. In the event of any such termination as above enumerated, City shall have the right at once and without further notice to Lessee to enter and take full possession of the Leased Premises occupied by Lessee under this Agreement in accordance with the law. Upon the termination of this Agreement for any reason, Lessee shall yield up said Leased Premises, facilities and fixtures to City in the same condition as when received, reasonable and ordinary wear and tear excepted.
- P. In the event of the failure of Lessee upon termination of this Agreement to immediately remove from the Leased Premises all property owned by Lessee, City may effect such removal and store said property at Lessee's expense. Upon termination of this Agreement, Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by City in enforcing the covenants, conditions and agreements of this Agreement, re-entering and/or repossessing the Leased Premises, restoring the Leased Premises and Improvements to the condition required by this Agreement, and protecting the Leased Premises.
- Q. The failure of City to declare this Agreement terminated for any of the reasons set out above shall not bar the right of City to subsequently terminate this Agreement for any of the reasons set out above. Further, the acceptance of rents, fees or other payments due and owing to City for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of City to terminate this Agreement.

ARTICLE 14. TERMINATION BY LESSEE

Lessee, if not in default of any provision of this Agreement, may terminate this Agreement after the occurrence of one or more of the following events:

- A. Permanent closure of the Airport.
- B. Curtailment of Airport operations, including the tower, instrument landing systems and U.S. Customs service for a period in excess of sixty (60) days, save and except curtailment which occurs as the result of Force Majeure, necessary construction and repair under rights granted herein, or during any period of involuntary suspension or termination of such Airport operations by any regulatory authority and during which period the City contests such suspension or termination until a final decision is rendered; however not during any appeals therefrom.
- C. The lawful assumption by the United States Government, or any authorized agency thereof of the operation, control or use of the Airport and/or facilities, or any substantial part of parts thereof, in such manner as to substantially restrict

Lessee's Activities and/or operations at the Airport for a period of at least ninety (90) days.

- D. The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default within ninety (90) days after receipt from Lessee of written notice to remedy same, or if such default is incapable of being remedied within such ninety (90) day period, City shall not commence such performance within the ninety (90) day period and diligently pursue the same to completion.
- E. Final decision by a Court of competent jurisdiction adjudicating a violation of a federal, state or local law, rule, regulation or order which suspends or terminates operations at the Airport and which suspension or termination materially affects the operations or rights of Lessee hereunder.
- F. Substantial damage to the Improvements which will prevent Lessee from utilizing the Leased Premises as contemplated under this Lease for a period of one hundred eighty (180) days or longer or total destruction of the Improvements located on the Leased Premises resulting from any cause whatsoever.

Lessee shall exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by City.

ARTICLE 15. REMEDIES CUMULATIVE

All of the rights and remedies given to a party in this Agreement are cumulative and no one is exclusive of any other. Each party shall have the right to pursue any or all remedies provided by any applicable Regulatory Measures, whether legal or equitable in nature, whether stated in this Agreement or not; provided however, any award of damages to Lessee shall be limited to all damages allowed under Section 271.153 of the Texas Local Government Code, but specifically excluding attorney's fees.

ARTICLE 16. NO WAIVER

No failure on the part of either party to enforce any of the terms and/or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms and/or conditions. The acceptance by City of any rent, fee or other payment shall not be construed as or deemed to be a waiver by City of any breach by Lessee of any covenant, condition or obligation.

ARTICLE 17.
COMPLIANCE WITH LAWS

At its own expense, Lessee shall comply with all Federal, State and/or local Regulatory Measures, including, without limitation, the regulations of the United States Department of Transportation, FAA and City, including all applicable local ordinances, and all rules and regulations of any law enforcement, fire department or other municipal agency; all as may be promulgated and in effect from time to time. Any penalties, fines or costs levied as a result of Lessee's failure to comply with any of the above shall be borne by Lessee.

ARTICLE 18.
LICENSES, CERTIFICATES, AND PERMITS

At its own expense, Lessee shall obtain any and all licenses, certificates and permits that may be necessary to construct Improvements on the Leased Premises and/or Off-site Improvements or to engage in any Activity at the Airport. Lessee shall not do or allow to be done anything at the Airport or on the Leased Premises which is in violation of or prohibited by any law, ordinance, rule, requirement, license, certificate or permit. If the attention of Lessee is called to any such violation, Lessee shall immediately cease and desist from such violation or cause it to be corrected. In addition, Lessee shall pay all fines associated with any such violation.

ARTICLE 19.
INSURANCE

- A. Lessee shall keep and maintain all insurance required by law including, for example and without limitation, all insurance as required under the City of Midland Code of Ordinances, and insurance as required by the workers compensation laws of the State of Texas with Employers Liability limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Disease Each Employee. All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name the City 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 City.
- B. Lessee shall also, at its sole cost and expense, procure and maintain insurance in full force and effect prior to the issuance of a building permit and prior to beginning any construction in the minimum coverages and amounts specified in the Airport Minimum Standards for each Activity; provided however, notwithstanding anything to the contrary in the Airport Minimum Standards, the minimum amount of commercial general liability insurance Lessee shall maintain shall be Three Million Dollars (\$3,000,000) for personal injury and accidental death and property damage and Three Million Dollars (\$3,000,000) product/completed operations limit of liability. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Texas

or otherwise be approved in writing by City. This insurance shall remain in full force and effect until the term of this lease expires.

- C. All insurance which Lessee is required by City to carry and keep in force shall name City of Midland, its City Council (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional named insureds which includes the Airport Board of the Midland International Airport. All liability policies shall contain or be endorsed to contain the following provisions:
- (i) "City of Midland and its City Council (individually and collectively), representatives, officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Lessee; products and services of Lessee; Leased Premises and Improvements owned, leased, occupied or used by Lessee; or vehicles owned, leased, hired or borrowed by Lessee. Any insurance or self-insurance maintained by City of Midland or its City Council (individually and collectively), representatives, officers, officials, employees, agents or volunteers shall be in excess of Lessee's and shall not contribute with it."
 - (ii) "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City of Midland or its City Council (individually and collectively), representatives, officers, officials, employees, agents or volunteers. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- D. Lessee shall give written notice of any material changes affecting the coverage or policy of insurance on the Leased Premises and Improvements and shall supply City with new certificates of insurance within thirty (30) days of any change.
- E. The applicable insurance coverage shall be in full force prior to the issuance of a building permit and prior to any construction and Lessee shall provide certificates and/or policy endorsements to City to document that required insurance is in effect. Lessee shall furnish additional certificates whenever any changes are made.
- F. Lessee shall, at its sole cost and expense, insure the Leased Premises continuously against loss or damage. The Improvements shall be insured (100% of current replacement cost with no depreciation) against the perils of fire, lightning, wind, hail, flood (for any structure located in an "A" or "B" flood zone), explosion, riot, smoke and vandalism.
- G. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring or

reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by City, in writing.

- H. Insurance coverage and policy limits are subject to periodic review and modification at the discretion of City.

ARTICLE 20.
DAMAGE TO LEASED PREMISES AND PROPERTY

- A. **Damages to Leased Premises:** Subject to the option to terminate this Lease under Article 14 Section F, if any part of the Leased Premises and any related property is damaged resulting from any cause whatsoever (including, but not limited to, fire, earthquake, tornado, windstorm, other casualty or by any act or omission of Lessee, its agents, officers, employees, patrons, guests, contractors, sub-Lessees and subcontractors), Lessee, at its own cost and expense, shall promptly commence and complete restoration as nearly as possible to the value and substantially to the condition and character of the Leased Premises immediately prior to damage ("Restoration"). Lessee shall use all insurance proceeds not payable to any Leasehold Mortgagee to defray the cost of repairing, restoring, or reconstructing the Improvements. To exercise its right to terminate this Lease pursuant to Article 14 Section F, Lessee shall deliver to the City (i) written notice of the exercise of such right and (ii) payment of a demolition fee in the amount Fifty Thousand Dollars and No One Hundredths (\$50,000.00).

If at any time during the term of this Agreement, any part of the Leased Premises is damaged or destroyed, City shall be under no obligation to rebuild or repair the damaged or destroyed portion of the Leased Premises. City shall have no obligation to Lessee or any sub-Lessee or subcontractor for any damage or destruction to their property caused by fire, earthquake, tornado, windstorm or other casualty or natural disaster.

If Lessee opts to continue the lease and then fails to restore the Leased Premises, Lessee shall pay to City, upon demand, all insurance proceeds received by Lessee (less any amounts due any Leasehold Mortgagee) not previously disbursed to defray the cost of repairing, restoring, or reconstructing the Improvements.

- B. If Lessee opts to continue the lease and restore the Improvements, Lessee shall provide evidence satisfactory to the City and any Leasehold Mortgagee, that, prior to commencing the Restoration, Lessee, at Lessee's expense, has furnished to City performance and payment bonds issued by each of the original contractors retained by Lessee for the Restoration under construction contracts having a contract price in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) and by a corporate surety reasonably satisfactory to City, with each such bond naming City and any Leasehold Mortgagee as a dual obligee and otherwise being in form and content reasonably satisfactory to City, or a letter of

credit on behalf of Lessee being in form and content reasonably satisfactory to City.

- C. If Lessee opts to continue the lease and restore the Improvements, upon completion of the Restoration Lessee shall provide City:
- (i) A certification of an independent engineer or an independent architect designated by Lessee and approved by City and by the Leasehold Mortgagee(s), if any, stating that the Restoration has been finally completed in accordance with the plans and specifications therefor and in accordance with all laws, ordinances, rules regulations, specifications and standards of all Governmental Authorities.
 - (ii) Evidence satisfactory to any Leasehold Mortgagee and City that the cost of all work and materials incorporated into the Restoration has been paid in full or will be paid in full (which evidence may include fully executed and acknowledged waivers or releases of mechanic's liens, in form reasonably satisfactory to the party requesting the same, executed by all contractors, sub-contractors and materialmen which engaged in the Restoration);
 - (iii) The certification of a title company licensed to do business in the State of Texas, as of date not more than five (5) days prior to the date of the certification that there exists no filed or recorded lien, encumbrance or charge prior to or on a parity with the estate, rights and interest of City (except for a leasehold mortgage or a fee mortgage, if any), and that neither the Leased Premises nor the Improvements are subject to any filed or recorded mechanic's, laborer's, materialman's or other similar lien, encumbrance or charge for which Lessee has not provided to City adequate security for the payment thereof and, in addition to the foregoing, certificates from the Secretary of State of Texas and the County Clerk of Midland County, Texas, evidencing that fixtures in the Leased Premises are not subject to any chattel mortgage, conditional bill of sale or other title retention or security agreement except for those permitted herein and except for any chattel mortgage or security agreement delivered to City.

ARTICLE 21. INDEMNIFICATION

LESSEE 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, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY

NEGLIGENT ACT OF LESSEE, its agents or employees, or any subcontractor, arising out of, or resulting from, Lessee's use of, or activities on, the Leased Premises, and Lessee will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

**ARTICLE 22.
SUBLEASE AND SUBCONTRACTS**

- A. Lessee shall not sublease the Leased Premises (or any part of the Leased Premises) or subcontract any operation or service it performs or is permitted to perform to any person or entity.
- B. A lease or sublease made contrary to the requirements of this section shall be null and void.

ARTICLE 23.

ASSIGNMENT

This Agreement may not be assigned, nor may any part of it be assigned, without the prior express written consent of the City Manager, which consent shall not be unreasonably withheld. Upon assignment pursuant to this Article 23, the Assignee shall assume all obligations of Lessee under this Agreement and Lessee shall be relieved of all obligations to City for the remainder of the term of the Agreement. The assignee shall not assign the Agreement without the prior express written consent of the City Manager and any assignment by Lessee shall contain a provision to this effect. Further, any assignee of Lessee shall be bound by the terms and conditions of this Agreement. Any assignment without City's prior express written consent shall be null and void and, at City's election, shall constitute a default. No assignment shall be approved unless all rent and municipal taxes are current.

**ARTICLE 24.
ENCUMBRANCES**

Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Leased Premises and Lessee shall not suffer the Leased Premises, to be or become subject to any non-consensual lien (including mechanic's liens), charge or encumbrance whatsoever.

ARTICLE 25.

MORTGAGE

Lessee shall not mortgage, pledge, assign as collateral or encumber, voluntarily or otherwise, its interest in this Agreement or the Leased Premises without the prior express written consent of the City Council, which consent shall not be unreasonably withheld.

ARTICLE 26.

HOLDOVER POSSESSION

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Airport Director or Lessee by providing written notice. The rents, fees, and/or other charges paid during the holding over period shall be equal to 110% of the monthly rents, fees, and/or other charges that were being charged by City at the time the Agreement expired.

ARTICLE 27.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Lessee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the 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. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which any work performed under this Agreement is done. The City shall not have the right to control the means, methods or details of the Lessee's work. Lessee shall assume exclusive responsibility for all work. Lessee is entirely free to do all work performed under this Agreement in its own way.

ARTICLE 28.
SECURITY DEPOSIT

Upon execution of this Agreement, Lessee shall deposit with City the sum equal to three (3) month's rent and fees to be held by City as security for the faithful performance of the terms of this Agreement by Lessee. Unless it is used as permitted herein, this security deposit shall be returned to Lessee following the completion and/or payment of all of its obligations under this Agreement.

If Lessee fails to make any payment to City required by this Agreement, including charges for maintenance, repair and/or damage to property, or if Lessee otherwise defaults with respect to any provision of this Agreement, City may use, apply or retain so much of the security deposit as necessary to fulfill the payment obligation, cure the default or otherwise compensate City for damage or loss sustained by it resulting from Lessee's default. Such use of the security deposit by City in no way limits its right to pursue the remedies given to it by this Agreement.

ARTICLE 29.
BINDING EFFECT

This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

ARTICLE 30.
SUBORDINATION

This Agreement is subject and subordinate to the provisions of any existing or future agreements between City and the United States or the State of Texas pertaining to the operation, management, maintenance, planning, and/or development of the Airport the terms and execution of which have been (or may be) required as a condition precedent to receiving federal and/or state funds for the development of the Airport and Lessee further agrees to conduct its operations under this Agreement in accordance with and be subject to all obligations (including grant assurances), existing and future, of City to any regulatory authority. Should this Agreement contain provisions in conflict therewith, the latter shall control, and the terms of this Agreement shall be modified accordingly.

ARTICLE 31.
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.

**ARTICLE 32.
SEVERABILITY**

In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement, provided that the invalidity of any such provision does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE 33.
COUNTERPARTS**

This Agreement has been executed in several counterparts, each of which shall be deemed an original.

**ARTICLE 34.
MODIFICATION**

Any modification, alteration, or amendment to the Agreement shall be made in writing, agreed to, and approved by both parties.

**ARTICLE 35.
ENTIRE AGREEMENT**

Entire Agreement: This Agreement embodies the entire agreement between the City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed modified, discharged or extended, except by written instrument duly executed by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in the aforesaid Agreement.

**ARTICLE 36.
ATTORNEY'S FEES**

BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE 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. THE LESSEE SPECIFICALLY AGREES THAT IF THE LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS

AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE LESSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LESSEE AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE 37. SOVEREIGN IMMUNITY

Sovereign Immunity: By executing this Agreement the City is not waiving its right of sovereign immunity except to the extent expressly provided by the Texas Tort Claims Act and Section 271.152 of the Texas Local Government Code. The City is retaining its immunity from any suit which does not arise from the rights and privileges granted to Lessee under this Agreement. The City is not granting consent to be sued by legislative resolution or action. The City does not waive any defense or limitation on damages available to a party to a contract, other than a bar against suit based on sovereign immunity as provided in Section 271.155 of the Texas Local Government Code. The City does not waive sovereign immunity to suit for a cause of action for a negligent or intentional tort except as expressly provided by the Texas Tort Claims Act.

ARTICLE 38. THIRD-PARTY BENEFICIARY

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

ARTICLE 39.
NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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, Lessee 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 eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Lessee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Lessee that Lessee'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, Lessee's failure to comply with the requirements herein shall perpetually bar Lessee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire agreement are reasonable.

ARTICLE 40.
NOTICES

Whenever any notices required by this Agreement are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

City:

Mr. Courtney Sharp
City Manager
City of Midland
300 N Loraine St.
Midland, Texas 79701

with a copy to:

Mr. Marv Esterly
Director of Airports
Midland International Airport
P.O. Box 60305
Midland, Texas 79711

Lessee:

Donald Hoffman
P.O. Box 9484
Midland, Texas 79708

All payments shall be made payable to City of Midland and sent to the attention of the Director of Airports.

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

ARTICLE 41. MISCELLANEOUS

- A. Quiet Enjoyment: Upon the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, the Lessee shall peaceably have and enjoy the Leased Premises, appurtenances, facilities, licenses and privileges granted in this Agreement.
- B. Force Majeure: Neither the City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, acts of the public enemy, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

ARTICLE 42. EXHIBITS AND APPENDICES

Exhibits and Appendices attached hereto are expressly made a part hereof.

- A. Definitions
- B. Description of Leased Premises
- C. Site Plan will be provided within 45 days after execution of the agreement
- D. Design Guide and Standards for Private Hangars

WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 2012.

THE CITY OF MIDLAND, TEXAS

Absolute Investments, Inc.

BY: _____
Courtney Sharp, City Manager

BY: _____
Printed Name: Donald Hoffman
Title: President

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, 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 _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

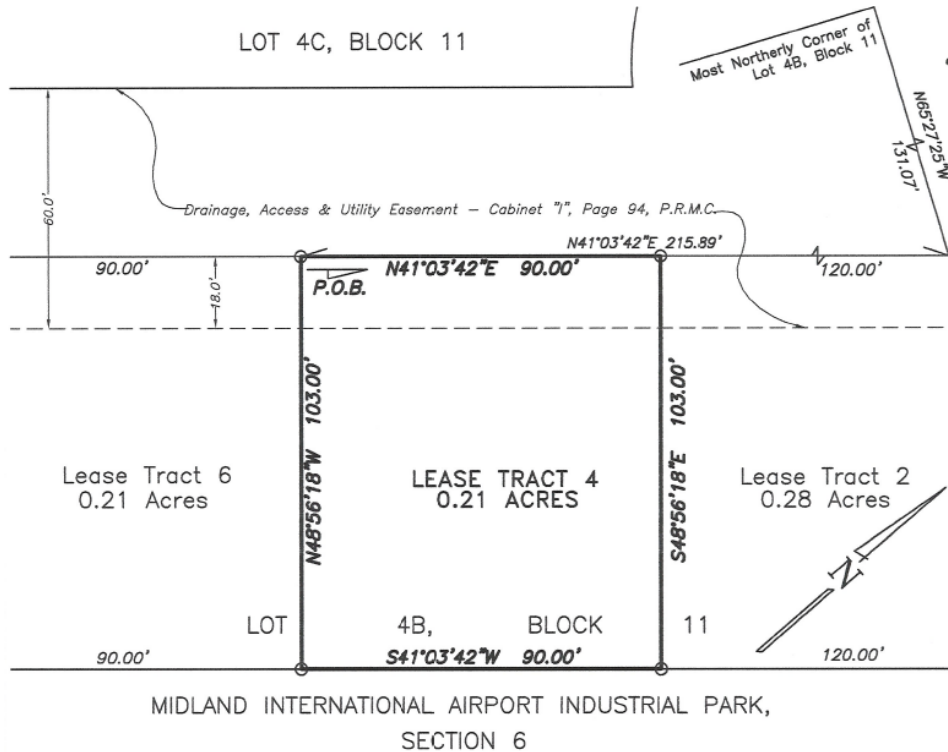
Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A
Definitions

1. Airport means the Midland International Airport, located at 9506 La Force Blvd., Midland, Texas 79706.
2. City means the City of Midland, an incorporated home-rule Texas municipality.
3. Hazardous Materials is defined herein as that term is so defined by EPA, TCEQ, NFPA and City ordinances, inclusive.
4. Improvements means the hangar, taxi-lane with appurtenant apron, automobile, parking, security fencing and enhancements, utilities, water line, drainage channel and any related alterations located, or to be located, on the Leased Premises.
5. Leased Premises means the land only described in Exhibit B which is owned by The City and leased to Lessee.
6. Leasehold Mortgagee means the holder of a mortgage interest (including for these purposes an interest created by a deed of trust) in the Leased Premises.
7. Primary Guiding Documents is defined to include the Airport Certification Manual, Airport Leasing Policy, Airport Minimum Standards and Airport Security Program.
8. Regulatory Measures means all applicable Federal, State and Local regulations.
9. Site Plan means, for purposes of this Agreement, the area depicted in the attached Exhibit C, including hangars, taxiways, aprons, driveways, fences and drainage culverts, detention ponds and related improvements, including Off-site Improvements to be constructed by Lessee.
10. Sponsor means the City of Midland, Texas.

EXHIBIT B
Leased Premises (legal description)



O = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974"
Drawing File: PSC-MIAHangarLeases; Crd File: Mia83_93.Crd; Drawn by: Gene M. Rodriguez; Scale: 1"=30'; Date: 11/14/11

**LEGAL DESCRIPTION OF A 0.21 ACRE LEASE TRACT LOCATED
IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT
INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS**

(Plat as recorded in Cabinet "I", Page 94, Plat Records of Midland County, Texas)

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,676,120.00' E= 1,712,284.95') a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the North corner of Lease Tract 6 surveyed this day and the West corner of this tract, from whence the most Northerly corner of said Lot 4B, Block 11 bears N41°03'42"E, a distance of 215.89 feet and N65°27'25"W, a distance of 131.07 feet;

THENCE N41°03'42"E, a distance of 90.00 feet to a 1/4" iron rod with a plastic cap marked "PLS 1974" set at the West corner of Lease Tract 2 surveyed this day and the North corner of this tract;

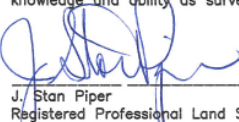
THENCE S48°56'18"E with the common line of said Lease Tract 2 and this tract, a distance of 103.00 feet to a 1/4" iron rod with a plastic cap marked "PLS 1974" set at the South corner of said Lease Tract 2 and the East corner of this tract;

THENCE S41°03'42"W, a distance of 90.00 feet to a 1/4" iron rod with a plastic cap marked "PLS 1974" set at the East corner of said Lease Tract 6 and the South corner of this tract;

THENCE N48°56'18"W with the common line of said Lease Tract 6 and this tract, a distance of 103.00 feet to the PLACE OF BEGINNING. (Tract contains 9,270 square feet or 0.21 acres.)

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, 1983/93 NAD, Central Zone, with a combine grid factor of 0.9998821, and a theta angle equal to -0°58'03.674" at City of Midland Station "WINDECKER" with published values of Y= 10,673,330.16 and X= 1,713,751.73 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on various dates to November 11, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974



Prepared for:
Parkhill, Smith, and Cooper, Inc.
1700 W. Wall Street, Suite 100
Midland, TX 79701

 **PIPER SURVEYING** P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810

EXHIBIT C
Site Plan

EXHIBIT D
MIDLAND INTERNATIONAL AIRPORT
DESIGN GUIDE AND STANDARDS FOR PRIVATE HANGARS IN
NORTHWEST HANGAR DEVELOPMENT AREA

A. ARCHITECTURAL RESTRICTIONS

- 1.01 Style Design. Unless otherwise approved by the Director of Airports in writing, all buildings constructed upon the Property shall be contemporary in style. Elevations of all sides of the building shall be approved by the Director in writing.
- 1.02 Code Requirements. Must meet all local (Midland), State, Federal, Energy Code and Zoning Requirements.
- 1.03 Drawing 1 – Standard Site Layout. Refer to attached Drawing 1 for additional site information.
- 1.04 Building Setbacks. The following yard or building setback requirements shall apply to all leased parcels that are located within the Development.
- a. Front setback shall be a minimum of 28'-6" from lease line for large hangars and 23'-0" from lease line or small hangars.
 - b. Airside Setback shall be zero (0) feet from airside lease line.
 - c. Side Setback from lease line shall be a minimum of five (5) feet from the side of the building. Building size shall be determined by lease agreement and site plan submitted to Director of Airports for review and approval in writing. The side setback area shall be concrete paving.
- 1.05 Building Area. Must achieve a density of development which will preserve the property's design characteristics.
- 1.06 Building Materials. The exterior side walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a 2-hour rating (metal-span "thermalsafe" or equal). The exterior airside walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a minimum (0)-hour rating. The front public side of building exterior walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a 2-hour rating and shall have a 4'-0" high, 4" thick stone or other approved stone material.
- 1.07 Building Roofs. Building roofs shall be 22 GA structural standing seam prefinished (Kynar finish with 20-year warranty). The Specular Gloss shall be a value of 30 plus or minus 5 at an angle of 60 degrees and meet ASTM D 5423 Specular Gloss. Roof shall be designed to meet UL90. Roof shall have gutters, downspouts and snow guards.
- 1.08 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building.

a. Front Elevation of Building. There shall be a concrete walk to front door with open air canopy with stone columns.

1.09 HVAC Units and Miscellaneous Equipment. Cooling towers, rooftop and ground-mounted mechanical and electrical units and other miscellaneous equipment shall either be integrated into the design of the building or screened from view. No rooftop units are allowed.

1.10 Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

1.11 Temporary Buildings. No building or structure of a temporary or prefabricated character shall be used on any lot at any time, either temporarily or permanently except for construction trailers during the period of construction.

1.12 Fencing. Fences shall not be allowed, except for fence shown on attached Drawing 1 and all fencing must have screening of service areas.

1.13 Maintenance and Landscaping. Every site on which a building shall have been placed shall be landscaped in accordance with the final development plan submitted to and approved by the Director of Airports. The setback area abutting streets should be landscaped with a combination of deciduous canopy trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped if required by the Director of Airports. Approved landscaping shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, unless the Director of Airports approves in writing another completion date. After completion, such landscaping shall be maintained in excellent condition by cutting, trimming, fertilizing, watering and weeding.

Lessee shall landscape and provide irrigation to the area as shown on attached Site Layout (attached Drawing 1).

1.14 Hangar Doors. Outrigger Hangar doors are not allowed.

B. STANDARDS FOR LANDSCAPE DESIGN

1.01 Plants having similar water needs shall be grouped together.

1.02 Landscaped areas shall be designed so that trimming is easy and minimizes damage to plants and property.

1.03 Plants shall be selected based on use, soil and sun/shade conditions, adaptability to geographic and climatic conditions, and upon ability to survive, once established, on normal rainfall or minimal irrigation.

1.04 Preservation of native plants that have been identified as desirable is encouraged. Such plants shall include, but not be limited to:

a. Plants that are threatened or endangered.

b. Specimen plants or exceptional examples of particular species.

- 1.05 Plants that readily survive relocation and are useful in new or existing landscapes.
- 1.06 Irrigated turf shall be used sparingly and only in circumstances where other landscaping media will not satisfy the site's needs.
- 1.07 Use of long, narrow strips of turf is strongly discouraged.
- 1.08 Only trees of less than 12 feet in height at maturity shall be used.
- 1.09 All new construction projects shall include specifications for soil analysis and amendments, such as compost, in type and quantity necessary to enhance plant growth. All landscape planting selections must be appropriate for the soil as analyzed and amended.
- 1.10 In planted areas, mulches of two inches or more shall cover most soil surfaces.

C. STANDARDS FOR IRRIGATION DESIGN

- 1.01 Irrigation shall be designed to avoid run-off, over-spray, and under-spray.
- 1.02 Irrigation shall employ drip, trickle, micro, low-arching, low-gallonage, or other water- conserving technology when possible.
- 1.03 Irrigation shall be separated into zones according to water requirements of plants.
- 1.04 Rain and moisture sensing technology shall be used wherever possible.

D. STANDARDS FOR LANDSCAPE INSTALLATION

- 1.01 All installations shall conform to currently recommended horticultural practices.
- 1.02 All plants, materials, and equipment shall be of good quality according to current industry standards. Sources for standards shall include the latest edition of the American Standard for Nursery Stock, by the American Association of Nurserymen, and recommendations from the American Sod Producers Association.
- 1.03 To minimize water use, fall installation of landscapes is highly recommended, with winter and spring installations acceptable. Summer installation is strongly discouraged.
- 1.04 To reduce transplant shock, use of container grown trees and shrubs is recommended where possible.

E. STANDARDS FOR LANDSCAPE MAINTENANCE

- 1.01 Owner, operator, or other entity in control shall be required to keep all landscaping material in good health or repair at all times.
- 1.02 Maintenance shall begin at the commencement of installation.
- 1.03 Regular maintenance shall include checking, adjusting, and repairing irrigation systems. This includes adjusting run-time schedules based on seasons and moisture levels.
- 1.04 Regular maintenance shall include replenishing mulch.

- 1.05 Natural plant form is encouraged.
- 1.06 To minimize mechanical damage to young trees and shrubs, planting areas shall be free of weeds and shall be mulched continually.

F. DESIRABLE PLANT SPECIES

- 1.01 Plants recommended by the local Texas Agricultural Extension offices and those listed in the following publications shall be considered desirable:
 - a. "Landscape Water Conservation - Xeriscape", Texas Extension service
 - b. "A directory of water saving plants - Trees for Texas", Texas Water Development Board
 - c. "Outstanding Landscape Plants of Texas", Texas Association of Nurserymen
 - d. Plants for Dry Climates, Mary Rose Duffield and Warren B. Jones; HP Books
- 1.02. These references are provided as guides and are not intended to be exclusive. Any plant that is hardy, long-lived, and will survive on normal rainfall or minimal irrigation, and that does not pose a risk to life, health, or property, is considered desirable.

G. STANDARDS FOR SELECTION AND INSTALLATION OF TURF

- 1.01 Turfgrass selection shall be determined by facility need and geographic location. Use of different types of turf for distinctive purposes is encouraged.
- 1.02 The use of turf that can be maintained on natural rainfall is encouraged.
- 1.03 Sections of turf of high visibility and limited area can be irrigated with automatic systems using latest technologies.
- 1.04 Turf shall be irrigated separately from other plantings.

H. USE RESTRICTIONS

- 1.01 SIGNS
 - a. No billboard or advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers or similar devices shall be permitted other than signs identifying the name, business and products of the person or firm occupying the premises, and those offering the premises for sale or lease. The size and style of all permitted signs shall be approved by the Director of Airports in writing.
 - b. Sign locations shall be governed by the setback requirements unless written permission is given by the Director of Airports for non-conforming location.

- c. Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as is specifically approved by the Director of Airports in writing.
- d. One (1) on-site temporary sign for the purpose of describing a construction project or advertising the sale or lease of a site or building will be permitted, provided the sign is no longer than thirty-two (32) square feet and is not permitted to remain on the site beyond the completion of such construction sale or lease.

1.02 STORAGE

Outdoor storage or operations shall not be permitted without the prior written approval of the Director of Airports.

1.03 REFUSE

No lot shall be used or maintained as a dumping ground for rubbish. Trash, Garbage, and other waste shall be kept in enclosed sanitary containers. All trash areas shall be screened so as not to be visible from any street of adjacent lots.

1.04 NUISANCES

No noxious, dangerous or offensive activity shall be conducted upon any land, lot or portion of any lot, nor shall anything be done thereon which may be or may become a hazard of nuisance to abutting properties or the area or neighborhood in general.

1.05 REPAIR OF BUILDINGS

No building or structure shall be permitted to fall into disrepair and each building and adequately painted or otherwise finished. If, in the opinion of the Director of Airports proper maintenance is not undertaken, the City, any time after thirty (30) days or written notification to the lessee and/or building owner, may contract for the completion of such maintenance work. The City shall have the right to bill the owner for such costs plus 10% thereof for administration. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with the previously approved plans without their resubmission to the Director of Airports.

1.06 PARKING

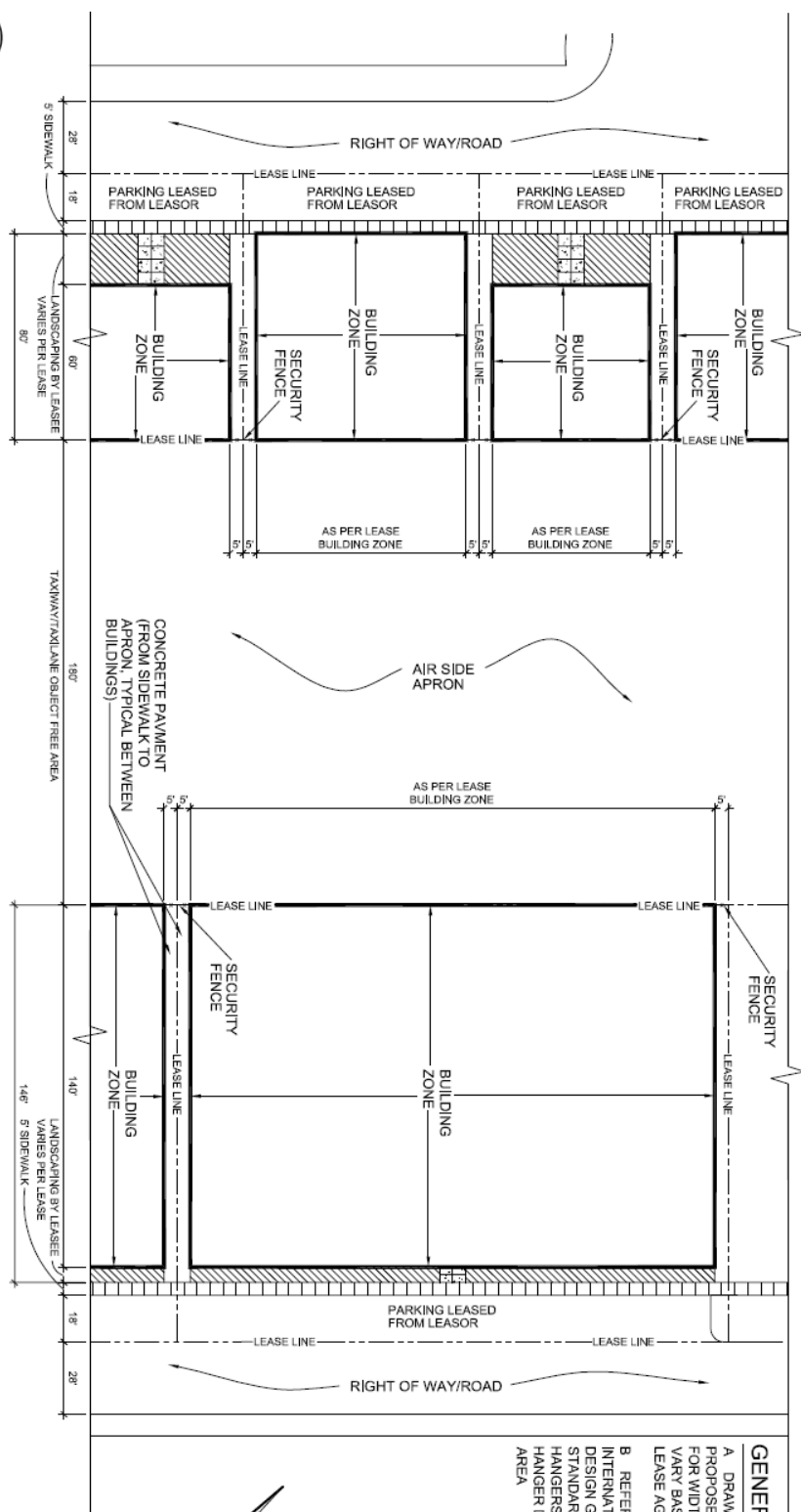
All pavement and parking areas will be installed by Lessor within the front setback of the building. No parking will be allowed on airside of building. No parking will be allowed in side setbacks unless approved by the Director of Airports. Markings and ADA marking signs ramps shall be installed. No covered parking spaces will be allowed unless approved by the Director of Airports.

1.07 VARIANCES

The Director of Airports is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

A1

SITE LAYOUT (EXHIBIT "D" - DRAWING 1)



GENERAL NOTES

- A. DRAWINGS SHOW PROPOSED LEASE LINES FOR WIDTHS - WIDTHS MAY VARY BASED ON ACTUAL LEASE AGREEMENT
- B. REFER TO MIDLAND INTERNATIONAL AIRPORT DESIGN GUIDE AND STANDARDS FOR PRIVATE HANGERS IN NORTHWEST HANGER DEVELOPMENT AREA

MIDLAND INTERNATIONAL
AIRPORT
PROPERTY LEASING
SITE LAYOUT

THE DRAWING IS BASED ON THE AIRPORT DESIGN GUIDE AND STANDARDS FOR PRIVATE HANGERS IN NORTHWEST HANGER DEVELOPMENT AREA.



PARKHILL SMITH & COOPER

SHEET DESCRIPTION

Issue: EXHIBIT "D"
Project No:
Date: REV: 11-04-2011
Sheet: DRAWING 1





City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: TINA JAUZ/COMMUNITY SERVICES DIRECTOR

SUBJECT: SCHARBAUER SPORTS COMPLEX LANDSCAPE AGREEMENT

Purpose:

Approve a resolution allowing the city to continue maintaining landscaping at one of the main gateways into the Scharbauer Sports Complex.

Recommended City Council Action:

☒ Approve

☐ Deny

Direction/Informational

Fiscal Impact:

One-time payment of \$50.00 and ongoing landscape maintenance costs.

Discussion:

In 2004, the city entered into a similar agreement with SBC allowing the city to landscape approximately 1,386 square feet of the north corner of the intersection of Deauville Road and Loop 250 Frontage Road. The landscaping was then put in place, with the scope of work including the Loop 250 Frontage Road between Deauville Road and Thomason Drive.

Since then, the original agreement has expired. With the pending development north of the landscaped area, SBC contacted the city in an effort to get the agreement back in place and ensure the city will continue to landscape and maintain the gateway area.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LANDSCAPING AGREEMENT BETWEEN THE CITY
OF MIDLAND AND SBC, LP; AUTHORIZING THE
EXECUTION OF A MEMORANDUM OF
LANDSCAPING AGREEMENT BETWEEN THE
PARTIES; AND ORDERING RECORDATION OF SAID
MEMORANDUM**

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a landscaping agreement between the City of Midland and SBC, LP; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a memorandum of landscaping agreement between the parties;

**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, a landscaping agreement between the City of Midland and SBC, LP. Said agreement shall be in a form substantially similar to that of Exhibit “A”, which is attached hereto and incorporated herein for all legal purposes.

SECTION TWO. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a memorandum of landscaping agreement between the City of Midland and SBC, LP. Said memorandum shall be in a form substantially similar to that of Exhibit “B”, which is attached hereto and incorporated herein for all legal purposes.

SECTION THREE. That the City Secretary is hereby authorized and directed to file said memorandum in the Official Public Records of Midland County, Texas.

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., 2012, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**LANDSCAPING AGREEMENT BETWEEN SBC, LP
AND THE CITY OF MIDLAND, TEXAS**

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

THIS AGREEMENT made and entered into this 15th day of February, 2012, by and between THE CITY OF MIDLAND, TEXAS, a Texas home rule municipal corporation, hereinafter called "Licensee", and SBC, LP, hereinafter called "Licensor".

Licensee desires to use certain of Licensor's property for the purposes set forth below.

It is the position of the Licensor that Licensee must obtain a license in order to use said property.

W I T N E S S E T H:

For and in consideration of the execution of this Agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows, to-wit:

1. The license granted by this Agreement shall be for a term of five (5) years, commencing with the date of this Agreement (the "Commencement Date"), unless terminated earlier as provided hereafter. The parties may agree to extend the term of this license for one or more additional five (5) year terms.

Licensor shall have the option to terminate this license at any time upon giving the Licensee written notice at least three hundred sixty-five (365) days in advance of such termination.

2. In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensors, upon the execution hereof, a one-time sum of Fifty and No/100 Dollars (\$50.00).

The license fee payment shall be made to the Licensors at 1811 Heritage Boulevard, Suite 100, Midland, Texas 79707.

3. Licensee shall be allowed to plant and maintain landscaping on approximately 1,386 square feet of City right-of-way, including nine (9) square feet of Licensors' property located north of Deauville Boulevard and west of the Loop 250 frontage road. The location of the property to be landscaped by Licensee is shown on Exhibit A, which is attached hereto and incorporated herein for all purposes. The area shown on Exhibit A hereto to be landscaped is hereinafter referred to as the "Licensed Premises". Licensee shall be solely responsible for all planting and maintenance of the landscaping.

4. The Licensors has heretofore approved the Licensee's landscaping plan for the Licensed Premises and found it acceptable to Licensors.

5. The rights granted by this license inure to the benefit of the Licensee. The rights and privileges set forth herein shall not be assignable by Licensee without the express written consent of the Licensors. The rights and privileges set forth herein are fully assignable by Licensors in connection with any conveyance of the Licensed Premises.

6. Any notice or communication required in the administration of this license shall be sent to the Licensee as follows: City Manager, City of Midland, 300 North Loraine, P. O. Box 1152, Midland, Texas 79702.

Any notice or communication required in the administration of this License shall be sent to the Licenser as follows: Douglas B. Henson, President, SBC, LP, 1811 Heritage Boulevard, Suite 100, Midland, Texas 79707.

7. Licensee agrees to pay the costs of utilities (electricity, gas, water and sewer, and trash collection) used in the landscaping and maintenance of the Licensed Premises.

8. Licensee shall not construct underground water lines or any other permanent improvements on the Licensed Premises without the prior written consent of Licenser.

9. The approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

10. Licensee shall take good care of the Licensed Premises and its fixtures, and shall suffer no waste; and shall, at its own expense, keep the Licensed Premises in good repair. At the end or other expiration of this License, Licensee shall deliver up the Licensed Premises in good order and condition, natural wear and tear excepted.

11. Licensee understands and agrees that this License conveys a mere privilege to plant and maintain landscaping on the Licensed Premises and is not a lease which conveys to Licensee any property interest in the Licensed Premises.

12. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. This License shall be governed by the laws of the State of Texas.

13. This License shall not be amended except in writing signed by duly authorized representatives of each party hereto.

14. Licensors and Licensee agree this License will not be recorded in the Official Public Records of Midland County, Texas. Licensors and Licensee further agree that a Memorandum of this License may be recorded by either party in the Official Public Records of Midland County, Texas.

15. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding against the other related to this license, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Acts (Tex. Civ. Prac. & Rem. Code §§ 37.001, et. seq.), the parties agree to waive any and all rights to recovery of attorneys' fees.

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

17. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensors; that Licensee 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 (and shall indemnify and hold the licensors, its officers, directors, employees and representatives harmless from the acts and omissions of Licensee's officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensors and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a

partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the Licensor. 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. Licensee 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 and any provisions in this Agreement which may appear to give Licensor the right to direct Licensee as to details of doing the work herein covered or to exercise a measure of control over the work shall be deemed to mean that Licensee shall follow the desires of the Licensor in the results of the work only. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSEE:

CITY OF MIDLAND, TEXAS

By: _____
W. Wesley Perry, Mayor

ATTEST:

Amy Turner, City Secretary

LICENSOR:

SBC, LP

By: SBC GP, LLC

Its Sole General Partner

By: _____
Douglas B. Henson, President

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

KTJ LP ONE HUNDRED TWENTY FIVE
 LOT 6, BLOCK 2,
 WESTRIDGE PARK ADDITION,
 SECTION 11

(Cabinet "G", Page 159, P.R.M.C.)

Exhibit "A"

NEc Sec. 37,
 Blk. 40, 7-1-S

S75°35'50"W 644.14'

N75°35'50"E 543.91'

Proposed Driveway Per
 Reciprocal Access Easement
 Cabinet "G", Page 159
 P.R.M.C.

P.O.B.

20' Water & Sanitary Sewer Easement Vol. 886, Pg. 49
 Amended as a General Utility Easement Vol. 1216, Pg. 485

Existing Water Line

15' Building Setback Line

Existing Electric Line

Existing Storm Sewer

Curb & Gutter

Curb & Gutter

Curb & Gutter

Curb & Gutter

Curb & Gutter

Curb & Gutter

Curb & Gutter

Curb & Gutter

FRONTAGE ROAD
 (ONE WAY)

RAMP TO LOOP 250

(400' Wide R.O.W.)

4.18 ACRES
 (No Buildings)



SURVEYING
 P.O. Box 60432, Midland, Texas 79711
 (432)550-7810, Fax (432)550-0312

J. Stan Piper
 Registered Professional Land Surveyor #1974
 Date: August 19, 2011

S28°24'11"W
 67.95'

Junction Box

9 S.I. of Landscaping
 Encroaches onto Property

Speed Limit Sign

Curb Inlet
 Do Not Enter Sign

AT&T Peonstar
 Cable Pedestal
 City of Midland & SDC
 Area of Landscape Agreement
 1386 Square Feet
 Resolution 2004-162

1&1 Sign

15' Building Setback Line

For Sale Sign

S75°35'50"W 502.02'

Existing 12" Water Line

DEAUVILLE BOULEVARD

17.10

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF LANDSCAPING AGREEMENT

Date: February 15, 2012

Licensors: SBC, LP

Licensors' Mailing Address: 1811 Heritage Blvd., Suite 100
Midland, Texas 79707

Licensee: City of Midland, Texas

Licensee's Mailing Address: P. O. Box 1152
Midland, Texas 79702

Date of Agreement: February 15, 2012

Premises: See Exhibit A

Term: Effective February 15, 2012 and continuing thereafter for an initial term of five (5) years, with the right to renew by agreement of the parties hereto for an additional five (5) years.

Additional Provisions: The Agreement is incorporated by reference and is binding upon SBC, LP and the City of Midland, Texas. If a conflict exists between any term of this Memorandum and the Landscaping Agreement, the Landscaping Agreement controls.

SBC, LP
By: SBC GP, LLC
Its Sole General Partner

By: _____
Douglas B. Henson, President

Exhibit "B"

CITY OF MIDLAND, TEXAS

By: _____
W. Wesley Perry, Mayor

ATTEST:

Amy Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 2012, by Douglas B. Henson, President of SBC GP, LLC, and in the capacity therein stated.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the ____ day of _____, 2012, by W. Wesley Perry, Mayor of the City of Midland, Texas, and in the capacity therein stated.

Notary Public in and for the State of Texas

My Commission Expires: _____

KTJ LP ONE HUNDRED TWENTY FIVE
LOT 6, BLOCK 2,
WESTRIDGE PARK ADDITION,
SECTION 11

(Cabinet "G", Page 159, P.R.M.C.)

Exhibit "A"

S75°35'50"W 644.14'

N75°35'50"E 543.91'

Proposed Driveway Per
Reciprocal Access Easement
Cabinet "G", Page 159
P.R.M.C.

P.O.B.

N14°24'10"W 1577.7'

SS Curb & Gutter

FRONTAGE ROAD
(ONE WAY)

RAMP TO LOOP 250

(400' Wide R.O.W.)



SURVEYING

P.O. Box 60432, Midland, Texas 79711
(432)550-7810, Fax (432)550-0312

4.18 ACRES
(No Buildings)

[Signature]
J. Stan Piper
Registered Professional Land Surveyor #1974
Date: August 19, 2011

S28°24'11"W
67.95'

Junction Box

9 S.I. of Landscaping
Encroaches onto Property

Curb Inlet
Do Not
Enter Sign

AT&T Pedestal
Cable Pedestal

City of Midland & SDC
Area of Landscape Agreement
1,386 Square Feet
Resolution 2004-182

I&I Sign

15' Building Setback Line

For Sale Sign

S75°35'50"W 502.02'

Existing 12" Water Line

DEAUVILLE BOULEVARD

Speed Limit Sign Curb & Gutter



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Marv Esterly, Director of Airports

SUBJECT: Airport Land Lease (Lease Tract #6)

Purpose:

Consider a resolution authorizing the execution of a Land Lease Agreement for Airport Hangar Facility between Absolute Investments, Inc. and the City of Midland, Texas in Lot 4B, Block 11, (Lease Tract #6) Midland International Airport, Industrial Park Addition, Section 6, Midland County, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Annual rental of \$4,116.60

Discussion:

Absolute Investments, Inc. is requesting a Land Lease Agreement of Lease Tract #6 in the new hangar development area for the construction of a private hangar. The Airport Land Lease Agreement is our standard agreement with minor changes recently approved for a term of 40 years with CIP adjustments every 36 months. Once this agreement is executed, Absolute Investments, Inc. will submit building plans to both the Director of Airports and the City Building Official for approval. Once approved, a building permit will be issued and construction will begin. At the end of the 40-year term, all hangar improvements will revert to the City of Midland.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LAND LEASE AGREEMENT WITH ABSOLUTE
INVESTMENTS, INC. FOR HANGAR DEVELOPMENT
LOCATED ON A 0.21 ACRE TRACT OF LAND
LOCATED IN LOT 4B, BLOCK 11, MIDLAND
INTERNATIONAL AIRPORT, INDUSTRIAL PARK
ADDITION, SECTION 6, AN ADDITION TO THE CITY
OF MIDLAND, MIDLAND COUNTY, TEXAS**

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a land lease agreement with Absolute Investments, Inc., to lease land from the City at the Midland International Airport, Industrial Park Addition; and

WHEREAS, the Director of Airports and City Manager recommend that the Council approves this lease to develop the Midland International Airport; and

WHEREAS, changes have been made to the City's standard lease but the Council accepts the Director of Airports recommendation to modify the City's standard lease in order to facilitate development;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, the lease agreement with Absolute Investments, Inc., in the form shown in Exhibit "A", attached hereto and made a part hereof for all legal purposes.

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., 2012 by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

**MIDLAND INTERNATIONAL AIRPORT
LEASE AGREEMENT FOR AIRPORT HANGAR FACILITY**

STATE OF TEXAS

COUNTY OF MIDLAND

THIS LEASE AGREEMENT made and effective this 15th day of February, 2012, (the "Commencement Date") by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, (hereinafter referred to as City), and Absolute Investments, Inc., organized and existing under and by virtue of the laws of the State of Texas (hereinafter referred to as Lessee);

WITNESSETH:

WHEREAS, the City owns and operates the Midland International Airport, located in the City of Midland, Texas, hereinafter referred to as "Airport"; and

WHEREAS, Lessee desires to lease, use, develop, and/or operate on certain Airport land and/or improvements and/or engage in certain Aeronautical Activities ("Activity" or "Activities") at the Airport; and

WHEREAS, City desires to lease to Lessee and allow the use, development, construction and/or operation on certain Airport land and/or improvements and/or grant the privilege of engaging in certain Aeronautical Activities at the Airport to Lessee, in accordance with the terms herein and to grant access to Lessee to the Leased Premises, as such term is defined below.

NOW, THEREFORE, for and in consideration of the covenants and conditions herein stated, City and Lessee agree as follows:

**ARTICLE 1.
DEFINITIONS**

Definitions of the terms and phrases used in this Agreement are provided in Exhibit A.

**ARTICLE 2.
GRANT OF LEASE**

- A. **Leased Premises:** City agrees to lease to Lessee certain City-owned land located at Midland International Airport, and being more particularly described on Exhibit B, attached hereto and incorporated herein by reference; said land hereinafter being referred to collectively as the "Leased Premises."

- B. **Easements:** This Agreement shall be subject to such easements, rights-of-way, drill sites, or other rights or reservations affecting the Leased Premises which are of record or are clearly visible as of the date of this Agreement, or which are shown on Exhibit B.
- C. **Acceptance of Leased Premises:** Lessee accepts the Leased Premises, improvements, including all fixtures, apparatus and equipment located therein and BY EXECUTING THIS AGREEMENT THE LESSEE AGREES AND ACKNOWLEDGES THE LESSEE IS LEASING THE LEASED PREMISES **"AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE.** LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY THE CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE SITE. LESSEE ALSO RECOGNIZES BY EXECUTING THE LEASE, THAT THE LESSEE IS AGREEING TO LEASE THE LEASED PREMISES **"AS IS"** THAT LESSEE AGREES TO MAKE LESSEE'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT LESSEE MAY BE WRONG. THE CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES LEASED. IN NO EVENT SHALL A LESSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE LESSEE WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED **"AS IS"** AND WITH ALL FAULTS.
- D. **Design Guide and Standards (Exhibit D)** Any and all improvements made upon the Leased Premises must be in accordance with the Design Guide and Standards for Private Hangars (Exhibit D) attached and made a part of this agreement.

**ARTICLE 3.
TEMPORARY CONSTRUCTION EASEMENT**

- A. City shall grant a temporary construction easement ("Easement") to Lessee for construction of the improvements. The Easement shall encompass only as much City property as is reasonably necessary to accomplish construction of improvements, with rights of ingress and egress for the construction. Said Easement shall automatically terminate upon completion of Lessee's construction of the improvements on the Leased Premises.
- B. In connection with any entry or work conducted by Lessee on the Leased Premises or on other Airport property, Lessee shall indemnify and hold City harmless from any loss or damage, including costs, expenses and reasonable attorney's fees resulting from such entry or work.

ARTICLE 4.
USE OF LEASED PREMISES

- A. **All uses allowed for a Privately Owned Non-Commercial Hangar Facility, as provided by the Minimum Standards (Article VIII):** Article VIII, Section 8.01 of the Airport Minimum Standards entitled 'Privately Owned Non-Commercial Hangar And Aviation Fuel Dispensing Facilities' (referred to hereafter as "Airport Minimum Standards"), a complete copy of which has been provided to Lessee is incorporated herein by reference. Such standards may be duly amended from time to time by the Midland City Council in their sole discretion. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The determination of what is substantive is in the sole discretion of the Midland City Council. Any such changes shall apply to Lessee or the Leased Premises no sooner than sixty (60) days after written notice of final adoption of such change by the Midland City Council has been delivered to Lessee.
- B. Lessee agrees not to engage in any other activity on the Leased Premises other than those Activities specifically permitted under this Agreement, and agrees not to use, develop, or occupy the Leased Premises in any manner contrary to the Airport Minimum Standards for any purpose other than that specified in this Agreement, without the prior express written consent of City.
- C. **Prohibited Products, Services, and/or Uses: The following products, services, and/or uses are prohibited on the Leased Premises:**
- a. Commercial or retail products and/or services
 - b. Any products, services, and/or uses prohibited by law
- D. **Sponsor Grant Assurances:** In accordance with the Sponsor Grant Assurances given to the Federal and/or State government as a condition to receiving Federal and/or State funds, the granting of rights and/or privileges to engage in activities shall not be construed in any manner as affording Lessee any exclusive rights, other than the exclusive use of the Leased Premises and any land and/or improvements that may be leased to Lessee and then only to the extent provided in this Agreement. Accordingly, City reserves the right to grant to others the privilege to engage in or conduct a similar activity on other areas of the Airport property not encompassed by the Leased Premises.
- E. **Use of Airport:** Lessee may use, in common with others, the existing and future aeronautical and/or public facilities at the Airport (the "Public Facilities"), subject to and in full compliance with all applicable rules and regulations. The Public Facilities shall mean the landing areas, any extensions and additions to the landing areas,

roadways, aprons, and any air navigation facilities or other conveniences for the flying, landing, and taking-off of aircraft. Lessee shall be solely liable for and shall reimburse City for all costs incurred by City for the repair of any damage caused by Lessee to the Public Facilities, excluding ordinary wear and tear.

- F. **Access to Airport:** City shall maintain all roads on the Airport giving access to the Leased Premises in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Leased Premises over said roads at all times; provided, however, City shall not be in default of this Agreement if access is temporarily interrupted for a period of time which is not unreasonable under the circumstances.
- G. **Right to Use Airport:** Lessee and Lessee's employees, and guests shall have the right to use that part of the Airport and its facilities not included within the Leased Premises in common with others authorized to do so. Such use shall be subject to any and all applicable federal, state or local laws, ordinances, statutes, rules, regulations, or orders of any governmental authority, lawfully exercising jurisdiction over the Airport or the activities of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.
- H. **Vehicular Operations on the Airfield:** No vehicles of Lessee, its employees, guests or invitees will be allowed to operate on, or cross, the Runway and Taxiway movement areas and their respective safety areas of the Airport. When necessary, Airport Operations Control Center personnel will provide Lessee escorted access to and from the airfield area.
- I. **Airport Certification Rules and Regulations:** Lessee shall comply with such rules that pertain to its operation on the Airport under the Airport Certifications Rules of Federal Aviation Regulations Part 139, as amended [14 CFR Part 139], as amended.
- J. **Airport Security Rules and Regulations:** Lessee, its employees, guests and contractors shall comply with all federal and local Airport security regulations adopted by the City or the Department of Airports as such rules and regulations exist or may hereafter be amended. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS AND EMPLOYEES, from any charges, fines or penalties that may be assessed or levied by the FAA and/or TSA by reason of the NEGLIGENT OR INTENTIONAL FAILURE OF LESSEE, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR CONTRACTORS to comply with such Airport security regulations.
- K. **14 C.F.R. Part 77 Requirements:** Lessee agrees to comply with the notification and review requirements set forth in Part 77 of the Federal Aviation Regulations [14 CFR Part 77] in the event any future structure, antenna or building is planned for the Leased Premises, or in the event of any planned modification of any present or future building, antenna or structure located on the Lease Premises.

- L. **Control of Structures:** Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Leased Premises which highest point is above a mean sea level elevation established by the FAA and City as a height limitation on such structures or objects. City reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, at Lessee's expense.
- M. **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on or adjacent to the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- N. **Right of Over-flight:** There is hereby reserved to the City, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.
- O. **Ingress and Egress:** Lessee, its employees, guests, and invitees shall have the right of ingress and egress to and from the Leased Premises. If the rights granted by this provision adversely affect Airport operations, City shall have the right, upon prior notice to Lessee, to restrict and/or limit hours in which such rights may be exercised, provided such restrictions do not unreasonably affect Tenant's ability to access and use the Leased Premises.
- P. **Compliance with Airport Minimum Standards:** All activities conducted upon the Leased Premises, shall be in conformance with the City's Airport Minimum Standards, as such standards currently exist or as duly amended from time to time by the City Council, in their sole discretion. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The decision to amend the Airport Minimum Standards shall be in the sole discretion of the Midland City Council. City agrees to provide Lessee with written notice not later than thirty (30) days prior to adoption of substantive changes to the Airport Minimum Standards which would apply to Lessee's operations. The determination of what is substantive is in the sole discretion of the Midland City Council. Any such changes shall apply to Lessee or the Leased Premises no sooner than sixty (60) days after written notice of final adoption of such change by the Midland City Council has been delivered to Lessee.

ARTICLE 5. TERM

Term: The primary term of this Agreement shall commence on the date hereof (the "Commencement Date"), with rent payments commencing on the 1st day of the month following the earlier of (i) 250 days from the "Delivery Date" (defined below) or (ii) the issuance of a Certificate of Occupancy for the aircraft hangar to be constructed on the Leased Premises (the "Rent Commencement Date"), and shall expire on the fortieth (40th) anniversary date of the Rent Commencement Date, unless terminated at an earlier time as permitted by the terms of this Agreement (the "Primary Lease Term"). The pro rata Rent attributable to any partial month of occupancy by Tenant under (ii) above shall be paid with and in addition to the first rent payment. One Hundred Eighty Days prior to the end of the Primary Lease Term, Lessee may by written notice request that the City begin negotiations to extend the term of this Agreement. If Lessee is not then in default of this Lease, City shall promptly begin negotiations to extend the term. Prior to the Rent Commencement Date, Lessee shall have possession of the Leased Premises for the exclusive purpose of construction of the hangar improvements pursuant to the terms contained hereinafter. The "Delivery Date" refers to the date Lessee receives written notice from City that City has fulfilled City's obligation to install (at its cost) all electric, water and sewer services to the boundary of the Leased Premises.

ARTICLE 6. RENT

- A. As rent for the Leased Premises, Lessee shall pay in lawful money of the United States of America the following amounts to City. Rent payments shall begin on the Rent Commencement Date as more fully described in Article 5.
- (1) During the Lease Term, and subject to the provisions of paragraph B below, Lessee agrees to pay to City annual rent for the Leased Premises as follows: Forty Five Cents (\$0.45) per square foot (\$4,116.60 per year), payable monthly (\$343.05 per month), and due on the first day of each month. For purposes of calculating the amount of rent due under this Agreement, the amount of square footage for ground and facilities being rented is agreed by the parties to be 9,148 square feet.
 - (2) Payments of rents shall be made to City monthly (in installments equal to 1/12 of the annual rent) in advance on the first (1st) day of each month without notice or demand. At its option, Lessee may pay the total annual rent due in advance on or before the anniversary of the Rent Commencement Date. Payment shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind. The rent for any partial month will be prorated.

- (3) A late charge of .5% per month shall be automatically added to any installment of rent not received by City by the close of business of the 15th day of the month in which it is due. The late charge shall become part of the rent due and owing to City. Additional late charges of .5% shall be imposed for each thirty (30) day period any payment remains due and owing. Such charges shall also become part of the rent which is due and owing to City. If these charges ever exceed any legally authorized maximum rate, then the charges shall automatically be reduced to the maximum legal rate.
- B. **Rental Adjustments:** It is agreed and understood that provision must be made herein for an adjustment of the rental rate every three years. Therefore, effective on the third (3rd) anniversary of the Rent Commencement Date, the monthly rent shall be increased only in the same proportion or percentage by which the cost of living has been increased as reflected by the Consumer Price Index for All Items, as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA; such increase being measured by comparison with such cost-of-living indices at the end of the immediately preceding 36-month period of this lease, as compared with the indices at the commencement of the immediately preceding 36-month period of this lease; provided however, if such calculation results in a rental rate increase in excess of nine percent (9%) for the applicable time period, the rental adjustment shall be capped for such period at nine percent (9%). In no event shall the annual rent be less than \$0.45 per square foot (\$4,116.60). Any additional rent for applicable period shall be due within ten (10) days of Lessee's receipt from City of the calculation of the rental adjustment.
- C. All payments shall be made to City of Midland and sent to the attention of the Director of Airports, at City's address stated in Article 40. The failure to make any payment when due may result in a termination of the Agreement as provided in Article 13.

ARTICLE 7. FEES

Lessee will pay any and all applicable fees as established by the City of Midland. Lessee will obtain, at their sole cost, all building permits required by the City.

ARTICLE 8. IMPROVEMENTS AND ALTERATIONS

- A. Within two hundred fifty days (250) days after the Commencement Date of this Agreement, Lessee shall commence construction of the Improvements in conformance with the Airport Minimum Standards and the Design Guide and Standards For Private Hangar as shown on Exhibit "D" attached hereto and incorporated herein for all purposes, at its own cost and expense, subject to events of force majeure or a delay caused by the City.

- B. Within forty-five (45) days after the Commencement Date of this Agreement, Lessee shall submit to the Director of Airports and Building Official for City's approval the site plans and specifications ("Site Plans") (Exhibit "C") for the proposed Improvements. Such submission shall include, at a minimum, a site plan showing the location of the Improvements and Off-site Improvements in relation to the boundaries of Leased Premises, elevated views, architectural renderings, landscaping plans, and complete detailed construction plans, specifications, and related details and schedules.
- C. The size, scale, quality, and quantity of the Final Plans shall be in accordance with City ordinances. The Final Plans shall be consistent with any Preliminary Plans and shall provide for construction and/or alterations which are first class, safe, fire resistant, and architecturally compatible with the character of the Airport.
- D. The proposed Final Plans shall be accompanied by a certified statement by Lessee's architects and engineers indicating the expected life, use and estimated costs of the Improvements, and certifying that the Final Plans are in compliance with all applicable laws, ordinances, regulations, and codes of the City. Such statement shall be re-certified upon City's approval of the proposed Final Plans.
- E. Once the Final Plans have been approved by City and re-certified, Lessee shall, at its own cost and expense, construct the Improvements in accordance with the Final Plans and requirements of this Agreement. Lessee shall be entitled to receive a certificate of occupancy when all Improvements are completed in accordance with City ordinances and regulations.
- F. **Contractor's Insurance Bonds:** At any time construction activities are undertaken on the Leased Premises, Lessee shall require that its contractor or contractors keep in force insurance issued by a responsible insurance company or companies authorized to conduct business in the State of Texas insuring the improvements during construction under Completed Builder's All Risk Insurance, including fire, extended coverage, vandalism and malicious mischief, in an amount equal to the full insurable value of such construction as the same progresses in order to insure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof. ALL INSURANCE SHALL NAME THE CITY AS ADDITIONAL INSURED AND CO-PAYEE, AND PROVIDE FOR A WAIVER OF SUBROGATION IN FAVOR OF THE CITY. Lessee shall require all contractors performing construction work on the Leased Premises to provide payment and performance bonds issued by a responsible bonding company or companies authorized to conduct business in the State of Texas for the full amount of the cost of the construction to be performed on forms which are in compliance with Tex. Gov't Code Art. 2253, as amended with the City as a co-payee or protected party. The foregoing shall be made a part of any contract between Lessee and its contractor or contractor. In the event Lessee does not complete the construction work itself; it shall comply with the all-risk insurance provisions hereof.

- G. The construction and/or alterations shall be performed by qualified, responsible and reputable contractors, subcontractors and suppliers, all of whom shall be subject to City's approval in advance of commencing work which approval shall not be unreasonably withheld, and all work shall be secured with payment and performance bonds. Such contractors, subcontractors and suppliers at all times shall cooperate with other employees and workers at the Airport so as to avoid the occurrence of any disturbance, disruptions, or conflict in all or any part of the Airport or in connection with its operations. The construction shall be completed in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, and codes.
- H. Subject to subsection E above, Lessee shall, at its own expense, pay all costs associated with installation of water lines, sewer lines, telephone and telephone lines, gas lines, and any other utilities or equipment on the Leased Premises. It shall be the responsibility of City at its sole cost and expense to bring all water lines, sewer lines, telephone and telephone lines, gas lines, and any other utilities or equipment to the boundary of the Leased Premises to enable Lessee to connect the Leased Premises to such services. Lessee shall construct any required security fencing in accordance with the Midland International Airport Security Program in existence as of the Commencement Date. Lessee shall, at its own expense, procure all governmental permits and approvals required for or in connection with the construction of the Improvements.
- I. During the construction of the Improvements, Lessee shall store all materials, supplies, machinery and equipment associated therewith in a safe and orderly fashion so as to not interfere with the work and operations of Lessee and any other Airport users. Lessee shall comply with the Airport's Development Guidelines and all contractors, subcontractors, and suppliers shall comply with the Airport Minimum Standards, Rules and Regulations and all other applicable Regulatory Measures. Upon completion of the Improvements and Offsite Improvements, Lessee shall deliver one set of "as built" drawings to City. The building materials and design shall substantially conform to the graphic renderings submitted to the City during the site plan approval process.
- J. In the event that Lessee fails to comply with any of the provisions of this section of this Agreement and after delivery of any required notice and any opportunity to cure under Article 13, including a failure to construct the Improvements and Off site Improvements only in accordance with the approved Site Plan unless otherwise agreed to by City, City may, in addition to any other remedies available to City, terminate this Agreement.
- K. **Encumbrance of Leasehold Estate:** Lessee shall at no time encumber or attempt to encumber its leasehold interest in the Leased Premises by deed of trust, mortgage, security agreement or other security interest without the prior written consent of the City Council, which consent shall not be unreasonably withheld.

- L. **Ownership of the Improvements:** Ownership of the Improvements, free of any liens, encumbrances or back taxes, shall revert to City at no cost to City upon expiration of the Primary Lease Term of this Agreement. However, at the end of the Primary Lease Term, City shall retain the right to require that Lessee demolish and/or remove any nonstructural alterations to the Improvements, the construction of which had not been previously approved by City or any Improvements (or portions thereof) which shall be the subject of a continuing maintenance default, noticed by City to Lessee, existing at the end of the Primary Lease Term, and restore the Improvements as nearly as possible to their original condition and character as of the date of the issuance of any certificate of occupancy, ordinary wear and tear excluded. Lessee may transfer the Improvements upon receipt from City of appropriate consents as described hereinafter.

ARTICLE 9. RIGHTS AND PRIVILEGES OF LESSEE

City does hereby grant to Lessee and Lessee does lease from City the following rights and privileges:

Lessee may install in or upon the Leased Premises all such fixtures, machines, tools, equipment, or other items of personal property as it deems necessary in connection with the Activities authorized in this Agreement. Any personal property belonging to Lessee located on the Leased Premises and/or in the Improvements located thereon shall be there at the sole risk of Lessee. City shall have no liability or responsibility for any theft, misappropriation or damage to any personal property belonging to Lessee. Lessee shall be entitled (but at its own risk of default of any other agreement whose terms may prohibit such removal) during the term of this Agreement to remove from the Leased Premises, or any part thereof, all aircraft, tools, machinery, equipment, trade fixtures and non-structural improvements located thereon; provided, however, that all buildings from which any property is so removed shall be restored by Lessee in such manner that the buildings are not materially damaged (i.e., restored to same condition that existed before installation or placement of the property) and that those items removed are not required by Minimum Standards in order to engage in the authorized Activities. Lessee shall remove all equipment, fixtures, and systems as specified in this Agreement within five (5) days of termination or expiration of this Agreement. City may purchase personal property of Lessee at the termination of the Lease which the City deems essential to operation of Airport at the-then fair market value. Subject to the rights of any party holding a superior security interest in the equipment, fixtures, and systems, if Lessee fails to remove such property from the Leased Premises within five (5) days of termination or expiration of this Agreement, then the City retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, and systems and Lessee agrees to pay City for such expense within fifteen (15) days after receipt of an invoice from City.

ARTICLE 10.
RIGHTS AND PRIVILEGES OF CITY

In addition to all other rights and privileges reserved by City including those outlined under Federal and/or State Sponsor Assurances, City reserves the following rights and privileges.

- A. **City Authority:** While the Airport Director has the authority to manage the Airport (including the authority to interpret, administer, and enforce Agreements and policies and the authority to permit temporary, short-term occupancy/use of Airport land and/or Improvements), the ultimate authority to grant the occupancy/use of Airport land and/or improvements and/or the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto is expressly reserved to City through the City Council.
- B. **Airport Development:** City reserves the right, but shall not be obligated to Lessee, to develop and/or improve the landing areas and/or other portions of the Airport as it sees fit. City reserves the right to close any portion of the Airport and/or any of the facilities located thereon when it deems that such action is reasonably necessary to maintain, repair, or develop the Airport and/or facilities located thereon and/or for the safety of the general public; provided, however, that other than in times of temporary emergency, adverse weather conditions, or public calamity, City shall use its best efforts at all times to keep the Airport open with sufficient access to, and use of, the Public Facilities by Lessee, and its sublessees and assigns, to enable the permitted uses of the Leased Premises. City shall provide advance notice of any closures to the extent possible.
- C. **Aerial Approaches:** City reserves the right to take any action it considers necessary to protect the aerial approaches and/or transition surfaces of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport and/or constitute a hazard to aircraft.
- D. **War, National Emergency, Riot, or Natural Disaster:** During time of war, national emergency, riot or natural disaster, City shall have the right to lease the Airport or any part thereof to the United States or the State of Texas for government or military use. In this case, any provisions of this Agreement which are inconsistent with the provisions of any lease with a government entity shall be suspended for the term of the lease with the government entity.
- E. **Access to the Premises:** City and/or its representatives shall have the right to enter the Leased Premises including all buildings, structures and Improvements, at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or City's obligations under this Agreement. City shall

provide three (3) hours advance written notice (which shall include email transmission) prior to entering any non-public area except when City determines that emergency circumstances due to safety concerns require immediate entry without prior notice.

- F. **Performance of Acts:** All acts performable under this Agreement by City or City Council may, at the option of City and without right of objection by Lessee, be performed by a representative or delegate of City.
- G. **Exercising Rights:** No exercise of any rights reserved by City herein shall be deemed or construed as an eviction of Lessee nor shall such exercise be grounds for any abatement of rents, fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever, unless such exercise materially and substantially interferes with the rights granted Lessee in this Agreement.

ARTICLE 11. **OBLIGATIONS OF LESSEE**

Except as otherwise specifically provided, Lessee shall have the following obligations:

- A. **Conduct:** Lessee shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, invitees, suppliers, vendors and customers. Upon receipt of a valid complaint, Lessee shall take all reasonable steps necessary to resolve or remove the cause of the complaint in a timely manner.
- B. **Disturbance:** Lessee shall conduct its Activities and operations in an orderly and proper manner so as to not unreasonably disturb or interfere with others conducting business or other operations at the Airport. Lessee agrees that it will not intentionally interfere with the landing and taking off of aircraft at the Airport or otherwise cause a hazard.

Lessee agrees that it will not intentionally or knowingly disturb City or any tenant of the Airport by knowingly creating or permitting any disturbance or any unusual or excessive noise, vibration, electromagnetic emission or other undesirable condition on or about the Airport. Lessee shall not cause or permit to be caused by any act or practice, by negligence, omission or otherwise that would adversely effect the environment or do anything or permit anything to be done that would violate any Regulatory Measure (including the Primary Guiding Documents) (defined below). Lessee shall utilize commercially reasonable efforts to minimize the escape of fumes, odors, smoke, gas or other substances from the Leased Premises and shall neither use, allow the use of, nor occupy Leased Premises for any improper, immoral or unlawful purpose.

- C. **Hazardous Materials:** All Hazardous Materials shall be placed, stored, generated, used, released or disposed of in accordance with all applicable EPA,

TCEQ and local regulations. Lessee shall not cause or suffer any Hazardous Material to be placed, stored, generated, used, released or disposed of, in, on, under, about, or transported from the Leased Premises unless Lessee has complied with the following:

- a. Lessee shall obtain City's prior express written consent. City may impose, as a condition of such consent, reasonable requirements, such as limits of the manner, time and contractors associated with such.
- b. Lessee shall comply with prudent business practices and also with all applicable federal, state and local laws, ordinances, regulations, guidelines and orders relating to health, safety and protection of persons, the public, and/or the environment.
- c. Lessee shall limit the presence of such Hazardous Material to the minimal amount reasonably necessary for Lessee's use of the Leased Premises as authorized by this Agreement.
- d. Upon the request of City, Lessee shall furnish reports, assessments or other evidence satisfactory to City showing that the Leased Premises are not being used nor have the Leased Premises been used by Lessee for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials other than those Hazardous Materials authorized by City.
- e. If at any time a release or danger of a release of Hazardous Materials is discovered on, at, or in the Leased Premises, the Airport, City's sewage or storm drainage system, soil, air, groundwater or any improvements, which was caused or permitted by Lessee or Lessee's officers, agents, employees, contractors, permittees, invitees, or there is the imminent danger of such release of Hazardous Materials, Lessee, at its sole cost and expense, shall ensure removal of such Hazardous Materials from the Leased Premises, the Airport, the underlying groundwater, City's soil, air, storm drainage and the sewage system, in accordance with requirements of all appropriate governmental authorities.
- f. In addition to notification of proper governmental authorities, Lessee shall immediately notify the Airport Director of any release of Hazardous Materials that exceeds the minimum amount that must be reported to a public agency.
- g. Upon discovery of any Hazardous Materials that are a direct result of Lessee's activities on, in, under or emanating from the Leased Premises, any release or threat of release of a Hazardous Materials, and/or any illness caused by exposure thereto, Lessee shall immediately, and at its sole cost and expense, take all actions necessary to remediate, abate,

and/or rectify any such conditions at or upon the Leased Premises. Provided, however, that Lessee shall have no liability for pre-existing or subsequently discovered Hazardous Materials.

- h. In addition to all other rights and remedies of City, if the removal of such Hazardous Materials from the Leased Premises, the Airport, City's sewage or storm drainage system, soil, air, groundwater, or any improvements is not commenced by Lessee within thirty (30) days after written notice from City of the discovery of such Hazardous Materials and continuously pursued using commercially accepted methods and in accordance with standards promulgated by the State of Texas or the United States Environmental Protection Agency ("EPA"), City, in its discretion, may pay to have same removed and Lessee shall reimburse City within thirty (30) days of City's demand for payment. If City is required to remediate and/or abate any such conditions caused by Lessee on or upon the Leased Premises and/or the Airport, Lessee shall reimburse City for all costs and expenses incurred in so doing. In its sole discretion, City may, but shall not be required to, grant Lessee more than fifteen (15) days after written notice to remove Hazardous Materials, all at Lessee's expense.
- i. Immediately upon receipt thereof, Lessee shall provide City with copies of any notices, claims, complaints, demands, lawsuits, hearings, investigations, or governmental requests for information relating to the environmental condition on or of the Leased Premises and/or Hazardous Materials on, in, under or emanating from the Leased Premises during Lessee's occupancy thereof.

D. **Storage, Handling, Dispensing of Fuels, Gasoline and Lubricants:** The storage of fuels, gasoline, and lubricants in bulk quantities shall be limited to City approved fuel storage facility and only in an amount reasonably necessary to engage in the Activities authorized in this Agreement. Lessee's installation, operation and maintenance of a fuel storage facility must be in accordance with the manufacturer's instructions. In addition, Lessee must abide by all applicable Regulatory Measures (including the Primary Guiding Documents) pertaining to the storage, handling, and dispensing of aviation fuels, gasoline and lubricants.

E. **Utilities:** Lessee shall directly procure and promptly pay for all utilities and utility services including, but not limited to, electricity, sewer, water, natural gas and telephone charges relating to the Leased Premises during the term of this Agreement. The Lessee shall be solely responsible for the payment of all utilities and the payment of utilities shall be in addition to any rental payments.

F. **Taxes, Assessments, and Fees:** Lessee shall pay and discharge all taxes, of any kind, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises, the Improvements located thereon and/or the

Activities conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. Lessee acknowledges and understands that it holds record title to the Improvements on the Leased Premises, and the Improvements shall be taxed under Lessee's account in a manner designed to determine the market value of the Improvements as of January 1st of each tax year. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination. The Lessee shall be solely responsible for the payment of all taxes and the payment of taxes shall be in addition to any rental payments.

- G. **Costs, Expenses, and Other Charges:** Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises, the Improvements and/or the Activities conducted by Lessee, which may arise or become due during the term of this Agreement.
- H. **Maintenance:** Except as otherwise specifically provided in this Agreement, Lessee, at its own cost and expense, shall keep the interior and exterior (including all structural and non-structural) portions of the Leased Premises including, but not limited to, plumbing, heating, lighting, air conditioning and any other systems in connection therewith and all other parts of the Leased Premises in good order and condition and will make all necessary repairs to the Leased Premises both ordinary and extraordinary, foreseen and unforeseen and will make all necessary replacements of like quality when beyond repair. Lessee shall be responsible for all cleaning, custodial, janitorial and landscaping services. Lessee shall keep the Leased Premises in neat, safe, sanitary, orderly and slightly condition and in good working order at all times, and shall remove snow and ice as required for Lessee to conduct Lessee's operations during hours that the Airport is open.

In the event Lessee fails to comply with this paragraph, City may notify Lessee in writing that such maintenance, repair or cleaning shall be performed and in the event that Lessee fails to correct the condition within thirty (30) days of City's written notice, or in the event such repair or replacement cannot be done within such time, Lessee fails to commence such repair or replacement within thirty (30) days and continuously pursue it to completion using commercially reasonable methods, City or its authorized designee may enter the Leased Premises and provide the necessary maintenance or repair services and Lessee agrees to pay City such expenses within thirty (30) days upon receipt of an invoice. This shall not be construed as a duty or obligation of City to make any repair or perform any work or

cleaning which Lessee is required to make or perform.

- I. **Refuse Disposal:** Lessee shall immediately clean up all refuse, rubbish, scrap material and debris caused or generated by its Activities, so that the Leased Premises shall at all times present a clean, neat, sanitary and orderly appearance. Lessee shall provide and use covered receptacles for all garbage, trash and other refuse at the Leased Premises. Lessee shall not allow boxes, cartons, barrels, or other items to accumulate in or upon the Leased Premises in an unsightly manner or in a manner that may pose a safety hazard of any kind. Lessee shall ensure the proper storage and removal from the Airport of all garbage, debris and other waste materials, whether solid or liquid, generated by or arising out of its operations and activities at the Airport.
- J. **Based Aircraft Report:** Lessee shall maintain and furnish by the 1st of August each year and at any time, upon request of the Airport Director, a report identifying all aircraft based at or on the Leased Premises. The report shall identify the owner, the owner's billing address, the year of manufacture, make and model of the aircraft, the Gross Takeoff Operating Weight, Maximum Gross Landing Weight and Aircraft Registration Number.
- K. **Signage:** Lessee shall not erect, paint upon, attach, exhibit or display in, on, or about said Leased Premises any sign other than as shown on the Site Plan without the prior express written consent of the Airport Director.
- L. **Special Events:** Lessee shall not conduct or hold air shows Or any other special events, including any non-aeronautical event, at the Airport without the prior express written consent of the Airport Director.

ARTICLE 12. **OBLIGATIONS OF CITY**

- A. City covenants and agrees that at all times it will maintain and operate the Airport as a public Airport consistent with and pursuant to the Sponsor's Assurances given by City to the United States Government and/or the State of Texas under the Federal Airport Act.
- B. Encumbrance of Fee Title. If City encumbers by mortgage, deed of trust, security agreement, or other instrument in the nature thereof, any of City's right, title or interest in the Leased Premises, any such mortgage, deed of trust, or other instrument will at all times be, and will expressly state that it is, subject and subordinate to this Lease and the rights, titles and interests of Lessee and any Leasehold Mortgagee (defined below) arising by virtue of this Lease.

ARTICLE 13.
DEFAULTS AND REMEDIES

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee.

- A. The filing by Lessee of a voluntary petition in bankruptcy.
- B. The assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors.
- C. A court making or entering any decree or order:
 - (i) adjudging Lessee to be bankrupt or insolvent;
 - (ii) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;
 - (iii) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property;
 - (iv) directing the winding up or liquidation of Lessee and such decree or order shall continue for a period of (60) days.
- D. The filing of any non-consensual lien against the Leased Premises resulting from any act or omission of Lessee which is not discharged or contested in good faith as determined by City by proper legal proceedings within sixty (60) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien.
- E. The voluntary abandonment by Lessee of the Leased Premises for a period of thirty (30) consecutive days or more, coupled with the failure to pay rent as provided in Article 6.
- F. The transfer of Lessee's interest in a manner not authorized herein or by other operation of law.
- G. Lessee becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of fifteen (15) days after the time such payments become due.
- H. Intentional falsification by Lessee of any record which results in the deprivation of any rent, fee or other charge from the City granted under this Agreement.
- I. The failure by Lessee to perform any of the covenants, conditions or obligations imposed on it by this Agreement or any other Agreement with City where the failure continues for a period of thirty (30) days after written notice from City.

- J. The transfer or assignment or attempted transfer or assignment of this Agreement by Lessee, without securing prior written approval of City, such approval not to be unreasonably withheld. It shall be understood for the purpose of this provision that negotiations by Lessee for the assignment or transfer of this Agreement shall not be construed as "attempted transfer."
- K. In the event of default by Lessee that is not cured within thirty (30) days of receiving notice from City, City may, in addition to any other remedies available to City, terminate this Agreement. If the default concerns a failure to make payments to City; however, the City may terminate this Agreement if the required payments are not made within twenty (20) days of receiving notice from City of the event of default. If this Agreement is terminated, the security deposit, or any other payments made to City shall be forfeited to City and Lessee shall have no rights to recover the security deposit (if any) and payments. This forfeiture shall not diminish nor limit City's right to recover such damages as may result from the default by Lessee.
- L. Notwithstanding the foregoing, no failure of either party to perform or delay in performance which is caused by any war, civil disorder or other national emergency or which is due to an intervening act of God shall be deemed an event of default.
- M. In addition to the termination and forfeiture right described in the preceding paragraph, City shall have the following rights and remedies upon default by Lessee:
- (i) The recovery of any unpaid rent, fees and other payments due and owing at the time of termination, plus any unpaid rent and fees that would have been earned and other payments that, would have been made if the Agreement had not been breached by Lessee, subject, however to the City's duty to mitigate its damages.
 - (ii) The recovery of any damages, costs, fees and expenses incurred by City as a result of the breach of the Agreement by Lessee, but expressly excluding consequential damages, lost profits or attorneys' fees and expenses.
 - (iii) The removal of all persons from the Leased Premises and the removal and storage at Lessee's expense of all property on the Leased Premises, in accordance with the law.
 - (iv) Any other right or remedy, legal or equitable, that City is entitled to under applicable law, whether stated in this Agreement or not, subject however, to the limitations set forth in this Agreement.
- N. No termination shall relieve Lessee of the obligation to deliver and perform on all outstanding obligations and requirements prior to the effective date of the termination

and Lessee liabilities under this Agreement shall continue.

- O. In the event of any such termination as above enumerated, City shall have the right at once and without further notice to Lessee to enter and take full possession of the Leased Premises occupied by Lessee under this Agreement in accordance with the law. Upon the termination of this Agreement for any reason, Lessee shall yield up said Leased Premises, facilities and fixtures to City in the same condition as when received, reasonable and ordinary wear and tear excepted.
- P. In the event of the failure of Lessee upon termination of this Agreement to immediately remove from the Leased Premises all property owned by Lessee, City may effect such removal and store said property at Lessee's expense. Upon termination of this Agreement, Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by City in enforcing the covenants, conditions and agreements of this Agreement, re-entering and/or repossessing the Leased Premises, restoring the Leased Premises and Improvements to the condition required by this Agreement, and protecting the Leased Premises.
- Q. The failure of City to declare this Agreement terminated for any of the reasons set out above shall not bar the right of City to subsequently terminate this Agreement for any of the reasons set out above. Further, the acceptance of rents, fees or other payments due and owing to City for any period after a default of any of the terms, covenants or conditions by Lessee shall not be deemed a waiver of any right on the part of City to terminate this Agreement.

ARTICLE 14. TERMINATION BY LESSEE

Lessee, if not in default of any provision of this Agreement, may terminate this Agreement after the occurrence of one or more of the following events:

- A. Permanent closure of the Airport.
- B. Curtailment of Airport operations, including the tower, instrument landing systems and U.S. Customs service for a period in excess of sixty (60) days, save and except curtailment which occurs as the result of Force Majeure, necessary construction and repair under rights granted herein, or during any period of involuntary suspension or termination of such Airport operations by any regulatory authority and during which period the City contests such suspension or termination until a final decision is rendered; however not during any appeals therefrom.
- C. The lawful assumption by the United States Government, or any authorized agency thereof of the operation, control or use of the Airport and/or facilities, or any substantial part of parts thereof, in such manner as to substantially restrict

Lessee's Activities and/or operations at the Airport for a period of at least ninety (90) days.

- D. The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default within ninety (90) days after receipt from Lessee of written notice to remedy same, or if such default is incapable of being remedied within such ninety (90) day period, City shall not commence such performance within the ninety (90) day period and diligently pursue the same to completion.
- E. Final decision by a Court of competent jurisdiction adjudicating a violation of a federal, state or local law, rule, regulation or order which suspends or terminates operations at the Airport and which suspension or termination materially affects the operations or rights of Lessee hereunder.
- F. Substantial damage to the Improvements which will prevent Lessee from utilizing the Leased Premises as contemplated under this Lease for a period of one hundred eighty (180) days or longer or total destruction of the Improvements located on the Leased Premises resulting from any cause whatsoever.

Lessee shall exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by City.

ARTICLE 15. REMEDIES CUMULATIVE

All of the rights and remedies given to a party in this Agreement are cumulative and no one is exclusive of any other. Each party shall have the right to pursue any or all remedies provided by any applicable Regulatory Measures, whether legal or equitable in nature, whether stated in this Agreement or not; provided however, any award of damages to Lessee shall be limited to all damages allowed under Section 271.153 of the Texas Local Government Code, but specifically excluding attorney's fees.

ARTICLE 16. NO WAIVER

No failure on the part of either party to enforce any of the terms and/or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms and/or conditions. The acceptance by City of any rent, fee or other payment shall not be construed as or deemed to be a waiver by City of any breach by Lessee of any covenant, condition or obligation.

ARTICLE 17.
COMPLIANCE WITH LAWS

At its own expense, Lessee shall comply with all Federal, State and/or local Regulatory Measures, including, without limitation, the regulations of the United States Department of Transportation, FAA and City, including all applicable local ordinances, and all rules and regulations of any law enforcement, fire department or other municipal agency; all as may be promulgated and in effect from time to time. Any penalties, fines or costs levied as a result of Lessee's failure to comply with any of the above shall be borne by Lessee.

ARTICLE 18.
LICENSES, CERTIFICATES, AND PERMITS

At its own expense, Lessee shall obtain any and all licenses, certificates and permits that may be necessary to construct Improvements on the Leased Premises and/or Off-site Improvements or to engage in any Activity at the Airport. Lessee shall not do or allow to be done anything at the Airport or on the Leased Premises which is in violation of or prohibited by any law, ordinance, rule, requirement, license, certificate or permit. If the attention of Lessee is called to any such violation, Lessee shall immediately cease and desist from such violation or cause it to be corrected. In addition, Lessee shall pay all fines associated with any such violation.

ARTICLE 19.
INSURANCE

- A. Lessee shall keep and maintain all insurance required by law including, for example and without limitation, all insurance as required under the City of Midland Code of Ordinances, and insurance as required by the workers compensation laws of the State of Texas with Employers Liability limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Disease Each Employee. All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name the City 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 City.
- B. Lessee shall also, at its sole cost and expense, procure and maintain insurance in full force and effect prior to the issuance of a building permit and prior to beginning any construction in the minimum coverages and amounts specified in the Airport Minimum Standards for each Activity; provided however, notwithstanding anything to the contrary in the Airport Minimum Standards, the minimum amount of commercial general liability insurance Lessee shall maintain shall be Three Million Dollars (\$3,000,000) for personal injury and accidental death and property damage and Three Million Dollars (\$3,000,000) product/completed operations limit of liability. The insurance company underwriting the required policy(s) shall be licensed or admitted to write such insurance in the State of Texas

or otherwise be approved in writing by City. This insurance shall remain in full force and effect until the term of this lease expires.

- C. All insurance which Lessee is required by City to carry and keep in force shall name City of Midland, its City Council (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional named insureds which includes the Airport Board of the Midland International Airport. All liability policies shall contain or be endorsed to contain the following provisions:
- (i) "City of Midland and its City Council (individually and collectively), representatives, officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Lessee; products and services of Lessee; Leased Premises and Improvements owned, leased, occupied or used by Lessee; or vehicles owned, leased, hired or borrowed by Lessee. Any insurance or self-insurance maintained by City of Midland or its City Council (individually and collectively), representatives, officers, officials, employees, agents or volunteers shall be in excess of Lessee's and shall not contribute with it."
 - (ii) "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City of Midland or its City Council (individually and collectively), representatives, officers, officials, employees, agents or volunteers. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- D. Lessee shall give written notice of any material changes affecting the coverage or policy of insurance on the Leased Premises and Improvements and shall supply City with new certificates of insurance within thirty (30) days of any change.
- E. The applicable insurance coverage shall be in full force prior to the issuance of a building permit and prior to any construction and Lessee shall provide certificates and/or policy endorsements to City to document that required insurance is in effect. Lessee shall furnish additional certificates whenever any changes are made.
- F. Lessee shall, at its sole cost and expense, insure the Leased Premises continuously against loss or damage. The Improvements shall be insured (100% of current replacement cost with no depreciation) against the perils of fire, lightning, wind, hail, flood (for any structure located in an "A" or "B" flood zone), explosion, riot, smoke and vandalism.
- G. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring or

reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by City, in writing.

- H. Insurance coverage and policy limits are subject to periodic review and modification at the discretion of City.

ARTICLE 20.
DAMAGE TO LEASED PREMISES AND PROPERTY

- A. **Damages to Leased Premises:** Subject to the option to terminate this Lease under Article 14 Section F, if any part of the Leased Premises and any related property is damaged resulting from any cause whatsoever (including, but not limited to, fire, earthquake, tornado, windstorm, other casualty or by any act or omission of Lessee, its agents, officers, employees, patrons, guests, contractors, sub-Lessees and subcontractors), Lessee, at its own cost and expense, shall promptly commence and complete restoration as nearly as possible to the value and substantially to the condition and character of the Leased Premises immediately prior to damage ("Restoration"). Lessee shall use all insurance proceeds not payable to any Leasehold Mortgagee to defray the cost of repairing, restoring, or reconstructing the Improvements. To exercise its right to terminate this Lease pursuant to Article 14 Section F, Lessee shall deliver to the City (i) written notice of the exercise of such right and (ii) payment of a demolition fee in the amount Fifty Thousand Dollars and No One Hundredths (\$50,000.00).

If at any time during the term of this Agreement, any part of the Leased Premises is damaged or destroyed, City shall be under no obligation to rebuild or repair the damaged or destroyed portion of the Leased Premises. City shall have no obligation to Lessee or any sub-Lessee or subcontractor for any damage or destruction to their property caused by fire, earthquake, tornado, windstorm or other casualty or natural disaster.

If Lessee opts to continue the lease and then fails to restore the Leased Premises, Lessee shall pay to City, upon demand, all insurance proceeds received by Lessee (less any amounts due any Leasehold Mortgagee) not previously disbursed to defray the cost of repairing, restoring, or reconstructing the Improvements.

- B. If Lessee opts to continue the lease and restore the Improvements, Lessee shall provide evidence satisfactory to the City and any Leasehold Mortgagee, that, prior to commencing the Restoration, Lessee, at Lessee's expense, has furnished to City performance and payment bonds issued by each of the original contractors retained by Lessee for the Restoration under construction contracts having a contract price in excess of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) and by a corporate surety reasonably satisfactory to City, with each such bond naming City and any Leasehold Mortgagee as a dual obligee and otherwise being in form and content reasonably satisfactory to City, or a letter of

credit on behalf of Lessee being in form and content reasonably satisfactory to City.

- C. If Lessee opts to continue the lease and restore the Improvements, upon completion of the Restoration Lessee shall provide City:
- (i) A certification of an independent engineer or an independent architect designated by Lessee and approved by City and by the Leasehold Mortgagee(s), if any, stating that the Restoration has been finally completed in accordance with the plans and specifications therefor and in accordance with all laws, ordinances, rules regulations, specifications and standards of all Governmental Authorities.
 - (ii) Evidence satisfactory to any Leasehold Mortgagee and City that the cost of all work and materials incorporated into the Restoration has been paid in full or will be paid in full (which evidence may include fully executed and acknowledged waivers or releases of mechanic's liens, in form reasonably satisfactory to the party requesting the same, executed by all contractors, sub-contractors and materialmen which engaged in the Restoration);
 - (iii) The certification of a title company licensed to do business in the State of Texas, as of date not more than five (5) days prior to the date of the certification that there exists no filed or recorded lien, encumbrance or charge prior to or on a parity with the estate, rights and interest of City (except for a leasehold mortgage or a fee mortgage, if any), and that neither the Leased Premises nor the Improvements are subject to any filed or recorded mechanic's, laborer's, materialman's or other similar lien, encumbrance or charge for which Lessee has not provided to City adequate security for the payment thereof and, in addition to the foregoing, certificates from the Secretary of State of Texas and the County Clerk of Midland County, Texas, evidencing that fixtures in the Leased Premises are not subject to any chattel mortgage, conditional bill of sale or other title retention or security agreement except for those permitted herein and except for any chattel mortgage or security agreement delivered to City.

ARTICLE 21. INDEMNIFICATION

LESSEE 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, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY

NEGLIGENT ACT OF LESSEE, its agents or employees, or any subcontractor, arising out of, or resulting from, Lessee's use of, or activities on, the Leased Premises, and Lessee will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

ARTICLE 22.
SUBLEASE AND SUBCONTRACTS

- A. Lessee shall not sublease the Leased Premises (or any part of the Leased Premises) or subcontract any operation or service it performs or is permitted to perform to any person or entity.
- B. A lease or sublease made contrary to the requirements of this section shall be null and void.

ARTICLE 23.

ASSIGNMENT

This Agreement may not be assigned, nor may any part of it be assigned, without the prior express written consent of the City Manager, which consent shall not be unreasonably withheld. Upon assignment pursuant to this Article 23, the Assignee shall assume all obligations of Lessee under this Agreement and Lessee shall be relieved of all obligations to City for the remainder of the term of the Agreement. The assignee shall not assign the Agreement without the prior express written consent of the City Manager and any assignment by Lessee shall contain a provision to this effect. Further, any assignee of Lessee shall be bound by the terms and conditions of this Agreement. Any assignment without City's prior express written consent shall be null and void and, at City's election, shall constitute a default. No assignment shall be approved unless all rent and municipal taxes are current.

ARTICLE 24.
ENCUMBRANCES

Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Leased Premises and Lessee shall not suffer the Leased Premises, to be or become subject to any non-consensual lien (including mechanic's liens), charge or encumbrance whatsoever.

ARTICLE 25.

MORTGAGE

Lessee shall not mortgage, pledge, assign as collateral or encumber, voluntarily or otherwise, its interest in this Agreement or the Leased Premises without the prior express written consent of the City Council, which consent shall not be unreasonably withheld.

ARTICLE 26.

HOLDOVER POSSESSION

In the event that Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Agreement or termination for any other cause, such holding over shall be deemed not to operate as a renewal or extension of this Agreement and shall create a tenancy from month to month which may be terminated at any time by the Airport Director or Lessee by providing written notice. The rents, fees, and/or other charges paid during the holding over period shall be equal to 110% of the monthly rents, fees, and/or other charges that were being charged by City at the time the Agreement expired.

ARTICLE 27.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that Lessee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Lessee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Lessee. No person performing any of the work and services described hereunder by Lessee shall be considered an officer, agent, servant or employee of the 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. Lessee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which any work performed under this Agreement is done. The City shall not have the right to control the means, methods or details of the Lessee's work. Lessee shall assume exclusive responsibility for all work. Lessee is entirely free to do all work performed under this Agreement in its own way.

ARTICLE 28.
SECURITY DEPOSIT

Upon execution of this Agreement, Lessee shall deposit with City the sum equal to three (3) month's rent and fees to be held by City as security for the faithful performance of the terms of this Agreement by Lessee. Unless it is used as permitted herein, this security deposit shall be returned to Lessee following the completion and/or payment of all of its obligations under this Agreement.

If Lessee fails to make any payment to City required by this Agreement, including charges for maintenance, repair and/or damage to property, or if Lessee otherwise defaults with respect to any provision of this Agreement, City may use, apply or retain so much of the security deposit as necessary to fulfill the payment obligation, cure the default or otherwise compensate City for damage or loss sustained by it resulting from Lessee's default. Such use of the security deposit by City in no way limits its right to pursue the remedies given to it by this Agreement.

ARTICLE 29.
BINDING EFFECT

This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

ARTICLE 30.
SUBORDINATION

This Agreement is subject and subordinate to the provisions of any existing or future agreements between City and the United States or the State of Texas pertaining to the operation, management, maintenance, planning, and/or development of the Airport the terms and execution of which have been (or may be) required as a condition precedent to receiving federal and/or state funds for the development of the Airport and Lessee further agrees to conduct its operations under this Agreement in accordance with and be subject to all obligations (including grant assurances), existing and future, of City to any regulatory authority. Should this Agreement contain provisions in conflict therewith, the latter shall control, and the terms of this Agreement shall be modified accordingly.

ARTICLE 31.
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.

**ARTICLE 32.
SEVERABILITY**

In the event that any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement, provided that the invalidity of any such provision does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid provisions of this Agreement.

**ARTICLE 33.
COUNTERPARTS**

This Agreement has been executed in several counterparts, each of which shall be deemed an original.

**ARTICLE 34.
MODIFICATION**

Any modification, alteration, or amendment to the Agreement shall be made in writing, agreed to, and approved by both parties.

**ARTICLE 35.
ENTIRE AGREEMENT**

Entire Agreement: This Agreement embodies the entire agreement between the City and Lessee, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall not be changed modified, discharged or extended, except by written instrument duly executed by City and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in the aforesaid Agreement.

**ARTICLE 36.
ATTORNEY'S FEES**

BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE 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. THE LESSEE SPECIFICALLY AGREES THAT IF THE LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS

AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE LESSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LESSEE MIGHT OTHERWISE BE ENTITLED. LESSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE LESSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE LESSEE AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE 37. SOVEREIGN IMMUNITY

Sovereign Immunity: By executing this Agreement the City is not waiving its right of sovereign immunity except to the extent expressly provided by the Texas Tort Claims Act and Section 271.152 of the Texas Local Government Code. The City is retaining its immunity from any suit which does not arise from the rights and privileges granted to Lessee under this Agreement. The City is not granting consent to be sued by legislative resolution or action. The City does not waive any defense or limitation on damages available to a party to a contract, other than a bar against suit based on sovereign immunity as provided in Section 271.155 of the Texas Local Government Code. The City does not waive sovereign immunity to suit for a cause of action for a negligent or intentional tort except as expressly provided by the Texas Tort Claims Act.

ARTICLE 38. THIRD-PARTY BENEFICIARY

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

ARTICLE 39.
NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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, Lessee 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 eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Lessee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Lessee that Lessee'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, Lessee's failure to comply with the requirements herein shall perpetually bar Lessee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire agreement are reasonable.

ARTICLE 40.
NOTICES

Whenever any notices required by this Agreement are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

City:

Mr. Courtney Sharp
City Manager
City of Midland
300 N Loraine St.
Midland, Texas 79701

with a copy to:

Mr. Marv Esterly
Director of Airports
Midland International Airport
P.O. Box 60305
Midland, Texas 79711

Lessee:

Donald Hoffman
P.O. Box 9484
Midland, Texas 79708

All payments shall be made payable to City of Midland and sent to the attention of the Director of Airports.

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

**ARTICLE 41.
MISCELLANEOUS**

- A. Quiet Enjoyment: Upon the performance of the covenants and agreements on the part of the Lessee to be performed hereunder, the Lessee shall peaceably have and enjoy the Leased Premises, appurtenances, facilities, licenses and privileges granted in this Agreement.
- B. Force Majeure: Neither the City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder except the obligation to pay rent by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, act of God, acts of the public enemy, act of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage or any other circumstances for which it is not responsible or which are not in its control.

**ARTICLE 42.
EXHIBITS AND APPENDICES**

Exhibits and Appendices attached hereto are expressly made a part hereof.

- A. Definitions
- B. Description of Leased Premises
- C. Plan shall be submitted within 45 days after execution of the agreement
- D. Design Guide and Standards for Private Hangars

WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 2012.

THE CITY OF MIDLAND, TEXAS

Absolute Investments, Inc.

BY: _____
Courtney Sharp, City Manager

BY: _____
Printed Name: Donald Hoffman
Title: President

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, 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 _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

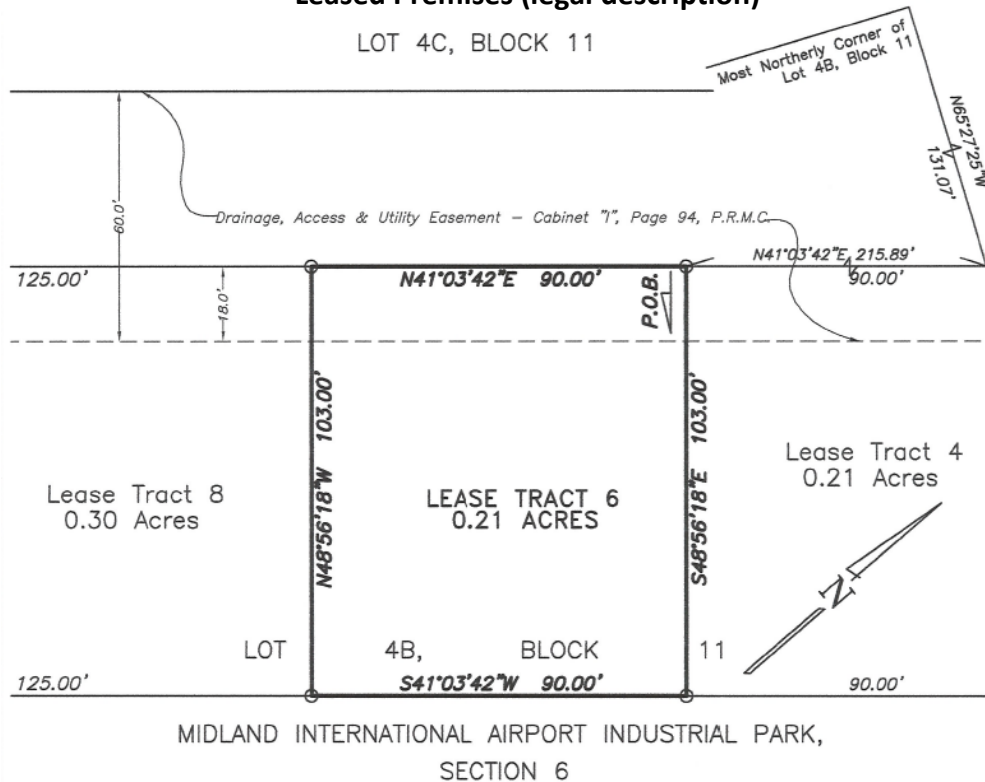
Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A
Definitions

1. Airport means the Midland International Airport, located at 9506 La Force Blvd., Midland, Texas 79706.
2. City means the City of Midland, an incorporated home-rule Texas municipality.
3. Hazardous Materials is defined herein as that term is so defined by EPA, TCEQ, NFPA and City ordinances, inclusive.
4. Improvements means the hangar, taxi-lane with appurtenant apron, automobile, parking, security fencing and enhancements, utilities, water line, drainage channel and any related alterations located, or to be located, on the Leased Premises.
5. Leased Premises means the land only described in Exhibit B which is owned by The City and leased to Lessee.
6. Leasehold Mortgagee means the holder of a mortgage interest (including for these purposes an interest created by a deed of trust) in the Leased Premises.
7. Primary Guiding Documents is defined to include the Airport Certification Manual, Airport Leasing Policy, Airport Minimum Standards and Airport Security Program.
8. Regulatory Measures means all applicable Federal, State and Local regulations.
9. Site Plan means, for purposes of this Agreement, the area depicted in the attached Exhibit C, including hangars, taxiways, aprons, driveways, fences and drainage culverts, detention ponds and related improvements, including Off-site Improvements to be constructed by Lessee.
10. Sponsor means the City of Midland, Texas.

EXHIBIT B
Leased Premises (legal description)



○ = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974"
Drawing File: PSC-MIAHangarLeases; Crd File: Mia83_93.Crd; Drawn by: Gene M. Rodriguez; Scale: 1"=30'; Date: 11/14/11

**LEGAL DESCRIPTION OF A 0.21 ACRE LEASE TRACT LOCATED
IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT
INDUSTRIAL PARK ADDITION, SECTION 6, AN ADDITION TO THE
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS**

(Plat as recorded in Cabinet "I", Page 94, Plat Records of Midland County, Texas)

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,676,120.00' E= 1,712,284.95') a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the West corner of a Lease Tract 4 surveyed this day and the North corner of this tract, from whence the most Northerly corner of said Lot 4B, Block 11 bears N41°03'42"E, a distance of 215.89 feet and N65°27'25"W, a distance of 131.07 feet;

THENCE S48°56'18"E with the common line of said Lease Tract 4 and this tract, a distance of 103.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the South corner of said Lease Tract 4 and the East corner of this tract;

THENCE S41°03'42"W, a distance of 90.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the East corner of a Lease Tract 8 surveyed this day and the South corner of this tract;

THENCE N48°56'18"W with the common line of said Lease Tract 8 and this tract, a distance of 103.00 feet to a 1/2" iron rod with a plastic cap marked "PLS 1974" set at the North corner of said Lease Tract 8 and the West corner of this tract;

THENCE N41°03'42"E, a distance of 90.00 feet to the PLACE OF BEGINNING. (Tract contains 9,270 square feet or 0.21 acres.)

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, 1983/93 NAD, Central Zone, with a combine grid factor of 0.9998821, and a theta angle equal to -0°58'03.674" at City of Midland Station "WINDECKER" with published values of Y= 10,673,330.16 and X= 1,713,751.73 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on various dates to November 11, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974



Prepared for:
Parkhill, Smith, and Cooper, Inc.
1700 W. Wall Street, Suite 100
Midland, TX 79701

 **PIPER SURVEYING** P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810

EXHIBIT C
Site Plan

EXHIBIT D
MIDLAND INTERNATIONAL AIRPORT
DESIGN GUIDE AND STANDARDS FOR PRIVATE HANGARS IN
NORTHWEST HANGAR DEVELOPMENT AREA

A. ARCHITECTURAL RESTRICTIONS

- 1.01 Style Design. Unless otherwise approved by the Director of Airports in writing, all buildings constructed upon the Property shall be contemporary in style. Elevations of all sides of the building shall be approved by the Director in writing.
- 1.02 Code Requirements. Must meet all local (Midland), State, Federal, Energy Code and Zoning Requirements.
- 1.03 Drawing 1 – Standard Site Layout. Refer to attached Drawing 1 for additional site information.
- 1.04 Building Setbacks. The following yard or building setback requirements shall apply to all leased parcels that are located within the Development.
- a. Front setback shall be a minimum of 28'-6" from lease line for large hangars and 23'-0" from lease line or small hangars.
 - b. Airside Setback shall be zero (0) feet from airside lease line.
 - c. Side Setback from lease line shall be a minimum of five (5) feet from the side of the building. Building size shall be determined by lease agreement and site plan submitted to Director of Airports for review and approval in writing. The side setback area shall be concrete paving.
- 1.05 Building Area. Must achieve a density of development which will preserve the property's design characteristics.
- 1.06 Building Materials. The exterior side walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a 2-hour rating (metal-span "thermalsafe" or equal). The exterior airside walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a minimum (0)-hour rating. The front public side of building exterior walls shall be 24 GA prefinished metal panels with Kynar (20-year finish) with a 2-hour rating and shall have a 4'-0" high, 4" thick stone or other approved stone material.
- 1.07 Building Roofs. Building roofs shall be 22 GA structural standing seam prefinished (Kynar finish with 20-year warranty). The Specular Gloss shall be a value of 30 plus or minus 5 at an angle of 60 degrees and meet ASTM D 5423 Specular Gloss. Roof shall be designed to meet UL90. Roof shall have gutters, downspouts and snow guards.
- 1.08 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building.

a. Front Elevation of Building. There shall be a concrete walk to front door with open air canopy with stone columns.

1.09 HVAC Units and Miscellaneous Equipment. Cooling towers, rooftop and ground-mounted mechanical and electrical units and other miscellaneous equipment shall either be integrated into the design of the building or screened from view. No rooftop units are allowed.

1.10 Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

1.11 Temporary Buildings. No building or structure of a temporary or prefabricated character shall be used on any lot at any time, either temporarily or permanently except for construction trailers during the period of construction.

1.12 Fencing. Fences shall not be allowed, except for fence shown on attached Drawing 1 and all fencing must have screening of service areas.

1.13 Maintenance and Landscaping. Every site on which a building shall have been placed shall be landscaped in accordance with the final development plan submitted to and approved by the Director of Airports. The setback area abutting streets should be landscaped with a combination of deciduous canopy trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped if required by the Director of Airports. Approved landscaping shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, unless the Director of Airports approves in writing another completion date. After completion, such landscaping shall be maintained in excellent condition by cutting, trimming, fertilizing, watering and weeding.

Lessee shall landscape and provide irrigation to the area as shown on attached Site Layout (attached Drawing 1).

1.14 Hangar Doors. Outrigger Hangar doors are not allowed.

B. STANDARDS FOR LANDSCAPE DESIGN

1.01 Plants having similar water needs shall be grouped together.

1.02 Landscaped areas shall be designed so that trimming is easy and minimizes damage to plants and property.

1.03 Plants shall be selected based on use, soil and sun/shade conditions, adaptability to geographic and climatic conditions, and upon ability to survive, once established, on normal rainfall or minimal irrigation.

1.04 Preservation of native plants that have been identified as desirable is encouraged. Such plants shall include, but not be limited to:

a. Plants that are threatened or endangered.

b. Specimen plants or exceptional examples of particular species.

- 1.05 Plants that readily survive relocation and are useful in new or existing landscapes.
- 1.06 Irrigated turf shall be used sparingly and only in circumstances where other landscaping media will not satisfy the site's needs.
- 1.07 Use of long, narrow strips of turf is strongly discouraged.
- 1.08 Only trees of less than 12 feet in height at maturity shall be used.
- 1.09 All new construction projects shall include specifications for soil analysis and amendments, such as compost, in type and quantity necessary to enhance plant growth. All landscape planting selections must be appropriate for the soil as analyzed and amended.
- 1.10 In planted areas, mulches of two inches or more shall cover most soil surfaces.

C. STANDARDS FOR IRRIGATION DESIGN

- 1.01 Irrigation shall be designed to avoid run-off, over-spray, and under-spray.
- 1.02 Irrigation shall employ drip, trickle, micro, low-arching, low-gallonage, or other water- conserving technology when possible.
- 1.03 Irrigation shall be separated into zones according to water requirements of plants.
- 1.04 Rain and moisture sensing technology shall be used wherever possible.

D. STANDARDS FOR LANDSCAPE INSTALLATION

- 1.01 All installations shall conform to currently recommended horticultural practices.
- 1.02 All plants, materials, and equipment shall be of good quality according to current industry standards. Sources for standards shall include the latest edition of the American Standard for Nursery Stock, by the American Association of Nurserymen, and recommendations from the American Sod Producers Association.
- 1.03 To minimize water use, fall installation of landscapes is highly recommended, with winter and spring installations acceptable. Summer installation is strongly discouraged.
- 1.04 To reduce transplant shock, use of container grown trees and shrubs is recommended where possible.

E. STANDARDS FOR LANDSCAPE MAINTENANCE

- 1.01 Owner, operator, or other entity in control shall be required to keep all landscaping material in good health or repair at all times.
- 1.02 Maintenance shall begin at the commencement of installation.
- 1.03 Regular maintenance shall include checking, adjusting, and repairing irrigation systems. This includes adjusting run-time schedules based on seasons and moisture levels.
- 1.04 Regular maintenance shall include replenishing mulch.

- 1.05 Natural plant form is encouraged.
- 1.06 To minimize mechanical damage to young trees and shrubs, planting areas shall be free of weeds and shall be mulched continually.

F. DESIRABLE PLANT SPECIES

- 1.01 Plants recommended by the local Texas Agricultural Extension offices and those listed in the following publications shall be considered desirable:
 - a. "Landscape Water Conservation - Xeriscape", Texas Extension service
 - b. "A directory of water saving plants - Trees for Texas", Texas Water Development Board
 - c. "Outstanding Landscape Plants of Texas", Texas Association of Nurserymen
 - d. Plants for Dry Climates, Mary Rose Duffield and Warren B. Jones; HP Books
- 1.02. These references are provided as guides and are not intended to be exclusive. Any plant that is hardy, long-lived, and will survive on normal rainfall or minimal irrigation, and that does not pose a risk to life, health, or property, is considered desirable.

G. STANDARDS FOR SELECTION AND INSTALLATION OF TURF

- 1.01 Turfgrass selection shall be determined by facility need and geographic location. Use of different types of turf for distinctive purposes is encouraged.
- 1.02 The use of turf that can be maintained on natural rainfall is encouraged.
- 1.03 Sections of turf of high visibility and limited area can be irrigated with automatic systems using latest technologies.
- 1.04 Turf shall be irrigated separately from other plantings.

H. USE RESTRICTIONS

- 1.01 SIGNS
 - a. No billboard or advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers or similar devices shall be permitted other than signs identifying the name, business and products of the person or firm occupying the premises, and those offering the premises for sale or lease. The size and style of all permitted signs shall be approved by the Director of Airports in writing.
 - b. Sign locations shall be governed by the setback requirements unless written permission is given by the Director of Airports for non-conforming location.

- c. Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as is specifically approved by the Director of Airports in writing.
- d. One (1) on-site temporary sign for the purpose of describing a construction project or advertising the sale or lease of a site or building will be permitted, provided the sign is no longer than thirty-two (32) square feet and is not permitted to remain on the site beyond the completion of such construction sale or lease.

1.02 STORAGE

Outdoor storage or operations shall not be permitted without the prior written approval of the Director of Airports.

1.03 REFUSE

No lot shall be used or maintained as a dumping ground for rubbish. Trash, Garbage, and other waste shall be kept in enclosed sanitary containers. All trash areas shall be screened so as not to be visible from any street of adjacent lots.

1.04 NUISANCES

No noxious, dangerous or offensive activity shall be conducted upon any land, lot or portion of any lot, nor shall anything be done thereon which may be or may become a hazard of nuisance to abutting properties or the area or neighborhood in general.

1.05 REPAIR OF BUILDINGS

No building or structure shall be permitted to fall into disrepair and each building and adequately painted or otherwise finished. If, in the opinion of the Director of Airports proper maintenance is not undertaken, the City, any time after thirty (30) days or written notification to the lessee and/or building owner, may contract for the completion of such maintenance work. The City shall have the right to bill the owner for such costs plus 10% thereof for administration. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with the previously approved plans without their resubmission to the Director of Airports.

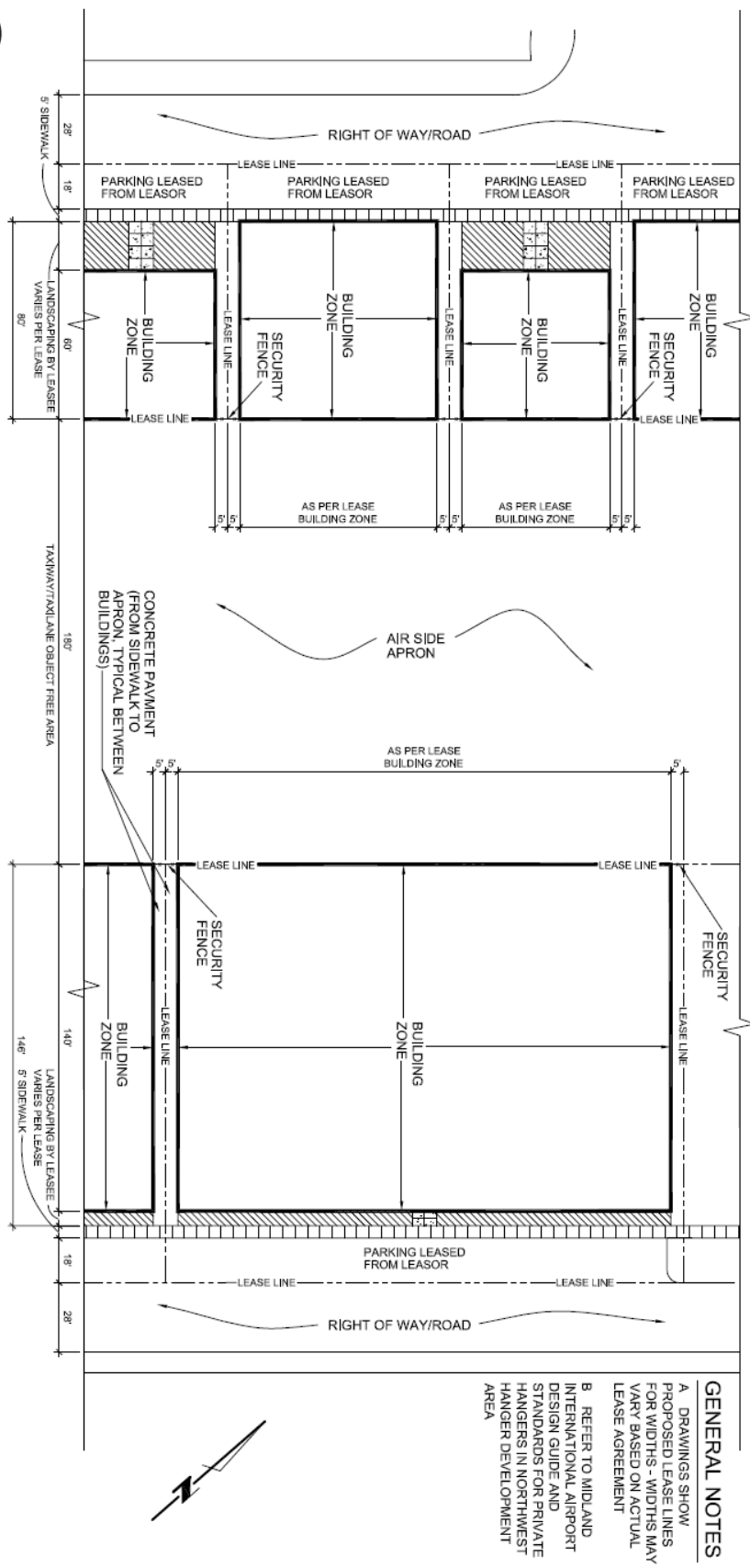
1.06 PARKING

All pavement and parking areas will be installed by Lessor within the front setback of the building. No parking will be allowed on airside of building. No parking will be allowed in side setbacks unless approved by the Director of Airports. Markings and ADA marking signs ramps shall be installed. No covered parking spaces will be allowed unless approved by the Director of Airports.

1.07 VARIANCES

The Director of Airports is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

A1 SITE LAYOUT (EXHIBIT "D" - DRAWING 1)



GENERAL NOTES

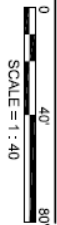
A. DRAWINGS SHOW PROPOSED LEASE LINES FOR WIDTHS - WIDTHS MAY VARY BASED ON ACTUAL LEASE AGREEMENT

B. REFER TO MIDLAND INTERNATIONAL AIRPORT DESIGN GUIDE AND STANDARDS FOR PRIVATE HANGERS IN NORTHWEST HANGER DEVELOPMENT AREA

MIDLAND INTERNATIONAL AIRPORT
PROPERTY LEASING
SITE LAYOUT

PSC PARKHILL SMITH & COOPER

SHEET DESCRIPTION
Issue: EXHIBIT "D"
Project No:
Date: REV: 11-04-2011
Sheet: DRAWING 1





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Sylvester Cantu Community Development Administrator

SUBJECT: Developer application for State HOME funds on proposed Housing Tax Credit Project – Mesquite Terrace

Purpose:

Consider a resolution authorizing an application submitted by Midland Mesquite Terrace Apartments, L.P. for HOME Investment Partnership Program funds from the Texas Department of Housing and Community Affairs to help with the cost associated with the construction of a low income housing tax credit proposal.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Increase in property tax valuation

Discussion:

The developer has asked for a resolution on a joint application for HOME funds to help with costs associated with their proposed Low Income Housing Tax Credit proposal. The developer is headed by MacDonald Companies based in Kerrville. This project is to be located on a 9.5-acre tract southeast of W Loop 250 and Leisure. A total of 60 units would be constructed as affordable rental housing for low-income elderly households. The City will be under no obligation if the HOME grant is awarded. This resolution is essential to the Tax Credit application's success that is due to the State by March 1, 2012.

RESOLUTION NO.

**RESOLUTION AUTHORIZING AN APPLICATION
SUBMITTED BY MIDLAND MESQUITE TERRACE
APARTMENTS, L.P, FOR HOME INVESTMENT
PARTNERSHIP PROGRAM FUNDS FROM THE TEXAS
DEPARTMENT OF HOUSING AND COMMUNITY
AFFAIRS TO HELP WITH THE COST ASSOCIATED
WITH THE CONSTRUCTION OF AFFORDABLE LOW
INCOME HOUSING TAX CREDIT PROPOSAL**

WHEREAS, Midland Mesquite Terrace Apartments, L.P. has proposed a development for affordable rental housing for low income households located on a 9.5 acre tract southeast of W Loop 250 and Leisure, in the City of Midland, Midland County, Texas; and

WHEREAS, Midland Mesquite Terrace Apartments, L.P. intends to submit a joint application to the Texas Department of Housing and Community Affairs (TDHCA) for 2012 Housing Tax Credits and HOME Investment Partnership Program funds for affordable rental housing for low income households; and

WHEREAS, §50.9(b)(5), Texas Administrative Code, which gives Housing Tax Credit points for the commitment of development funding by the Unit of General Local Government, states that the TDHCA HOME Program funds will not qualify for points in this category “unless a resolution is submitted with the application from the Governing Body of the Unit of General Local Government authorizing that the Applicant act on behalf of the Unit of General Local Government in applying for HOME Program funds from TDHCA for the particular application”;

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

SECTION ONE. That, in an effort to address the current and future needs of its citizens, the City of Midland in Midland County, Texas, appoints Midland Mesquite Terrace Apartments, L.P., to act on its behalf in applying for TDHCA HOME funds for affordable rental housing for low income households located on a 9.5 acre tract southeast of W Loop 250 and Leisure, in the City of Midland, Midland County, Texas.

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

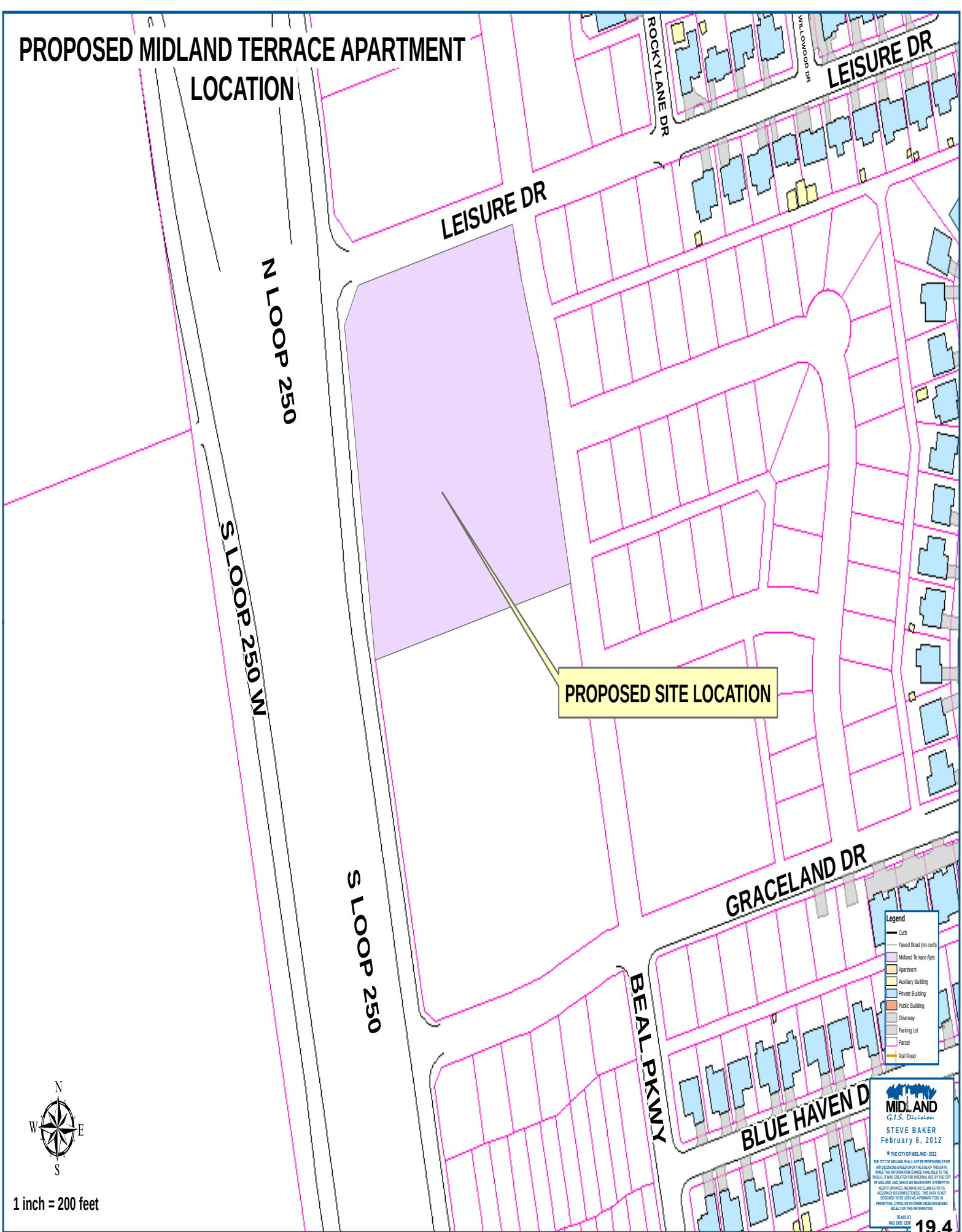
RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROPOSED MIDLAND TERRACE APARTMENT LOCATION



PROPOSED SITE LOCATION

- Legend
- Cut
 - Paved Road (no curb)
 - Midland Terrace Apts
 - Apartment
 - Auxiliary Building
 - Private Building
 - Public Building
 - Driveway
 - Parking Lot
 - Parcel
 - Rail Road



1 inch = 200 feet

MIDLAND
G.I.S. Division
STEVE BAKER
February 6, 2012

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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Sylvester Cantu Community Development Administrator

SUBJECT: Developer application for State HOME funds on proposed Housing Tax Credit Project - Brownstones

Purpose:

Consider a resolution authorizing an application submitted by TCDP Brownstones Midland, L.P. for HOME Investment Partnership Program funds from the Texas Department of Housing and Community Affairs.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Increase in property tax valuation

Discussion:

The developer has asked for a resolution on a joint application for HOME funds to help with costs associated with their proposed Low Income Housing Tax Credit proposal. The development is headed by Kolt Development, LLC based in Dallas. This project is to be located on a city block northwest of S Marienfeld and W Front. A total of 74 units would be constructed as affordable rental housing for low-income households. The City will be under no obligation if the HOME grant is awarded. This resolution is essential to the Tax Credit application's success that is due to the State by March 1, 2012.

RESOLUTION NO.

**RESOLUTION SUPPORTING AN APPLICATION
SUBMITTED BY TCDP BROWNSTONES MIDLAND L.P,
FOR HOME INVESTMENT PARTNERSHIP PROGRAM
FUNDS FROM THE TEXAS DEPARTMENT OF
HOUSING AND COMMUNITY AFFAIRS TO HELP
WITH THE COST ASSOCIATED WITH THE
CONSTRUCTION OF AFFORDABLE LOW INCOME
HOUSING TAX CREDIT PROPOSAL**

WHEREAS, TCDP Brownstones Midland, L.P. has proposed a development for affordable rental housing for low income households located on a city block northwest of South Marienfeld and West Front at 500 W. Front Street in the City of Midland, Midland County, Texas; and

WHEREAS, TCDP Brownstones Midland, L.P. intends to submit a joint application to the Texas Department of Housing and Community Affairs (TDHCA) for 2012 Housing Tax Credits and HOME Investment Partnership Program funds for affordable rental housing for low income households; and

WHEREAS, §50.9(b)(5), Texas Administrative Code, which gives Housing Tax Credit points for the commitment of development funding by the Unit of General Local Government, states that the TDHCA HOME Program funds will not qualify for points in this category “unless a resolution is submitted with the application from the Governing Body of the Unit of General Local Government authorizing that the Applicant act on behalf of the Unit of General Local Government in applying for HOME Program funds from TDHCA for the particular application”;

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

SECTION ONE. That, in an effort to address the current and future needs of its citizens, the City of Midland in Midland County, Texas, appoints TCDP Brownstones Midland, L.P., to act on its behalf in applying for TDHCA HOME funds for affordable rental housing for low income households located on a city block northwest of South Marienfeld

and West Front at 500 W. Front Street in the City of Midland, Midland County, Texas.

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROPOSED BROWNSTONE APARTMENTS LOCATION



1 inch = 80 feet

W KENTUCKY AV

Classic Auto Body Shop

S PECOS ST

S MARIENFELD ST

W FRONT ST

Crossroads
Christian
Fellowship

W WASHINGTON AV

W FRONT ST

Legend

- Brownstones Location
- Brownstone Location Parcel
- Auxiliary Building
- Private Building
- Public Building
- Driveway
- Parking Lot
- Curb
- Paved Road (no cut)
- Rail Road

MIDLAND
G.I.S. Division

STEVE BAKER
February 6, 2012

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REPLACEMENT FOR A PROFESSIONAL SURVEY.
MID 2012 CON



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Sylvester Cantu Community Development Administrator

SUBJECT: Developer application for State HOME funds on proposed Housing Tax Credit Project – Senior Village

Purpose:

Consider a resolution authorizing an application submitted by Midland-Charger Properties LP for HOME Investment Partnership Program funds from the Texas Department of Housing and Community Affairs to help with the cost associated with the construction of a low income housing tax credit proposal.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Increase in property tax valuation

Discussion:

The developer has asked for a resolution on a joint application for HOME funds to help with costs associated with their proposed Low Income Housing Tax Credit proposal. The developer is based in Nacogdoches. This project is to be located on a 6.9-acre tract southwest of Wolcott and Camp or just north of the Park Glen Apartment in South Midland. A total of 56 units would be constructed as affordable rental housing for low-income elderly households. The City will be under no obligation if the HOME grant is awarded. This resolution is essential to the Tax Credit application's success that is due to the State by March 1, 2012.

RESOLUTION NO.

**RESOLUTION AUTHORIZING AN APPLICATION
SUBMITTED BY MIDLAND-CHARGER PROPERTIES
L.P., FOR HOME INVESTMENT PARTNERSHIP
PROGRAM FUNDS FROM THE TEXAS DEPARTMENT
OF HOUSING AND COMMUNITY AFFAIRS TO HELP
WITH THE COST ASSOCIATED WITH THE
CONSTRUCTION OF AFFORDABLE LOW INCOME
HOUSING TAX CREDIT PROPOSAL**

WHEREAS, Midland-Charger Properties L.P., has proposed a development for affordable rental housing for low income households located on 6.949 acres at Camp and Wolcott Streets named Midland Senior Village in the City of Midland, Midland County, Texas; and

WHEREAS, Midland-Charger Properties L.P., intends to submit a joint application to the Texas Department of Housing and Community Affairs (TDHCA) for 2012 Housing Tax Credits and HOME Investment Partnership Program funds for affordable rental housing for low income households; and

WHEREAS, §50.9(b)(5), Texas Administrative Code, which gives Housing Tax Credit points for the commitment of development funding by the Unit of General Local Government, states that the TDHCA HOME Program funds will not qualify for points in this category “unless a resolution is submitted with the application from the Governing Body of the Unit of General Local Government authorizing that the Applicant act on behalf of the Unit of General Local Government in applying for HOME Program funds from TDHCA for the particular application”;

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

SECTION ONE. That, in an effort to address the current and future needs of its citizens, the City of Midland in Midland County, Texas, appoints Midland-Charger Properties L.P., to act on its behalf in applying for TDHCA HOME funds for affordable rental housing for low income households located located on 6.949 acres at Camp and

Wolcott Streets named Midland Senior Village in the City of Midland, Midland County, Texas.

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROPOSED MIDLAND SENIOR VILLAGE LOCATION

W STOKES AV

Chesapeake
Energy

Smoker's
Discount
& Liquor

Family
Dollar

SUMMIT AV

RANKIN HWY

GiGi's
Pizza

Tractor
Supply

Autozone

Jack-in-the-Box

McAlister's
Deli

CRUMP ST

Park Glen

COUNTRY INN AND SUITES

CONNELL ST

Comfort
Inn

Wood's
Boots

Sta

W I 20

PROPOSED SITE LOCATION

CAMP ST



1 inch = 200 feet

- Legend**
- Curb
 - Paved Road (no curb)
 - Midland Senior Village
 - Apartment
 - Auxiliary Building
 - Private Building
 - Public Building
 - Driveway
 - Parking Lot
 - Parcel
 - Rail Road

MIDLAND
G.I.S. Division
STEVE BAKER
February 6, 2012

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City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: February 14, 2012
TO: CITY COUNCIL/CITY MANAGER
FROM: Price Robinson, Chief of Police
SUBJECT: FY2009 ARRA Justice Assistance Grant (JAG) Program

Purpose:

To appropriate interest earned on the FY2009 ARRA Justice Assistance Grant funds

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Appropriation of \$16 in earned interest

Discussion:

As a requirement of the grant, the FY2009 ARRA JAG funds were deposited into an interest bearing account. The entire grant award plus earned interest must be expended or returned to the Federal Government. Therefore, we are requesting that the interest be made accessible through this appropriation in order to make use of all of the funding that has been made available to us.

RESOLUTION NO.

**RESOLUTION APPROPRIATING INTEREST EARNED
IN THE AMOUNT OF \$16.00 ON THE FY2009 JUSTICE
ASSISTANCE GRANT FUNDS; THE GRANT AWARD
PLUS INTEREST MUST BE EXPENDED OR RETURNED
TO THE FEDERAL GOVERNMENT AS A
REQUIREMENT OF THE GRANT**

WHEREAS, the previously accepted FY2009 Justice Assistance Grant has earned \$16.00 in interest; and

WHEREAS, the entire grant award plus interest must be expended or returned to the Federal Government; and

WHEREAS, the City Council finds it to be in the public interest to appropriate said earned interest to provide funding for the Midland Police Department;

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

THAT the sum of \$16.00 is hereby appropriated from the Department of Justice Grant Fund (074) Unappropriated Fund Balance (5650) to 2009 Recovery Act JAG City Portion (7013).

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

Robert McNaughton, Director of Finance

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



DATE: February 6, 2012

TO: The Honorable Mayor and City Council Members

FROM: Keith Stretcher, City Attorney

SUBJECT: The Approval of a Contract with the Downtown Midland Management District

The proposed resolution authorizes the City Manager to execute a contract with the Downtown Midland Management District. The proposed contract authorizes the appropriation of \$50,000 from the City's Hotel/Motel Fund to the Downtown Midland Management District to promote downtown events in Midland.

If you have any questions or if I may be of any assistance, do not hesitate to contact me.

Keith Stretcher

KS/lo

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT WITH THE DOWNTOWN MIDLAND
MANAGEMENT DISTRICT TO PROMOTE TOURISM
AND THE CONVENTION AND HOTEL INDUSTRY IN
DOWNTOWN MIDLAND; CITY TO AWARD THE SUM
OF \$50,000.00 FROM HOTEL/MOTEL FUNDS**

WHEREAS, the Council finds it to be in the public interest to enter into a contract with the Downtown Midland Management District (“DMMD”) wherein the City grants to the DMMD \$50,000.00 for their efforts in promoting tourism and the convention and hotel industry in Midland, Texas;

**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, Texas, a contract with the DMMD wherein the City grants to the DMMD \$50,000.00 for their efforts in promoting tourism and the convention and hotel industry in Downtown Midland, said contract being attached hereto as Exhibit “A” and incorporated herein for all legal purposes.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay the Downtown Midland Management District pursuant to the terms of said contract the sum of \$50,000.00 from funds available in the Hotel/Motel Fund (090) Administration (005) Non-Departmental (0690) Miscellaneous (6990) budget account upon receipt of statement or invoice 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., 2012, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

THIS AGREEMENT, made and effective this 15th day of February, 2012, between the City of Midland, Texas, a home rule municipal corporation, hereinafter called “City”, and the Downtown Midland Management District, hereinafter called “District”.

W I T N E S S E T H:

WHEREAS, the City levies a tax within the City upon the occupancy of any room or space furnished by any hotel or motel, and pursuant to the provisions of Tex. Tax Code Ann. §§ 351.101 - .107 (Vernon Supp. 2011), must use such tax revenues to encourage, promote and foster tourism and the convention and hotel industry in the City; and

WHEREAS, the District has for numerous years promoted, fostered, and otherwise advertised the City as a destination for tourism and conventions and as a result thereof has obtained certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing an effective economic development program for Midland’s Hotel and or Motel industry and for the purpose of providing an effective program which would encourage, promote and foster tourism and the convention and hotel industry in Midland;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

ADVERTISING AND PROMOTION OF THE CITY OF MIDLAND

The City agrees to pay to the District, as compensation for promoting tourism and the convention and hotel industry in the City, the sum of \$50,000.00. Such sum shall be paid in a lump sum by the City Treasurer upon statement or invoice approved by the City Manager.

The District shall fund events only in Downtown Midland.

II.

INDEMNITY

DISTRICT 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, 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 DISTRICT, its agents or employees, or any subcontractor, arising out of, or resulting from, District's use of, or activities on, the Agreement Premises, and District 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.

DISTRICT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 DISTRICT OR DISTRICT'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 DISTRICT 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.

III.

INDEPENDENT CONTRACTOR

District shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. District shall have exclusive control of, and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of the District's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the 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. District 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 City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the District's work. District shall assume exclusive responsibility for the work. The District is entirely free to do the work in its own way.

IV.

BOOKS AND RECORDS

District shall provide to the City, on a monthly basis during the term of this agreement, reports and full documentation showing the expenditures made pursuant to this agreement and that such funds were used in accordance with Chapter 351 of the Texas Tax Code and

only for the purposes stated in this agreement.

The District shall maintain books of account with correct entries of all expenditures which are made according to the terms of this agreement and of funds allocated from other sources. Any and all books of account of the District shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation relating to all books of account of the District, including, but not limited to, books of account relating to the disposition of funds provided by the City under this agreement.

The District shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

V.

REPORTING

By the end of the seventh (7th) month of this agreement, District shall submit to the City Manager a reporting of its accomplishments and ongoing projects and programs for the first six (6) months of this agreement related to the services provided for in Section I of this agreement and established or begun in this term. District must comply fully with this provision to be eligible for funds for expenditures made through September 30, 2012.

In the event the District desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph VI, a similar annual reporting shall be included with the submission and request for extension.

VI.

TERM OF AGREEMENT

The term of this agreement is for a period beginning on February 15, 2012, and ending on September 30, 2012.

District agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City

Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that such submission shall include the District's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

VII.

DEFAULT

If District shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 30 days after the City has notified District in writing of District's default hereunder and District has failed to correct such default within said 30 days, then City may, at its option, immediately or at any time thereafter without demand or notice, cancel this agreement in its entirety. The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

VIII.

ASSIGNMENT

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

IX.

AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this agreement.

X.

ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, THE DISTRICT 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE DISTRICT SPECIFICALLY AGREES THAT IF THE DISTRICT 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 DISTRICT AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH DISTRICT MIGHT OTHERWISE BE ENTITLED.

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

THE DISTRICT AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS

AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

XI.

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.

XII.

SOVEREIGN IMMUNITY

By executing this agreement, the City is not waving 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.

XIII.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, DISTRICT HEREBY RELEASES, RELINQUISHES, ACQUITS 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 DISTRICT 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.

THIRD-PARTY BENEFICIARY

The 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.

XV.

NOTICES AND CORRESPONDENCE

Payments and other correspondence or notices made pursuant to this Agreement shall be sent to the respective parties at the following addresses:

To the City of Midland, Texas:

Courtney Sharp,
City Manager
Midland City Hall
P.O. Box 1152
Midland, Texas 79702

To the Downtown Midland
Management District:

Natalie Shelton,
Executive Director
Downtown Midland
Management District
109 North Main
Midland, Texas 79701

EXECUTED by the duly authorized officials of the City and the District as of the day and year first above written.

CITY OF MIDLAND, TEXAS

By _____
Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

DOWNTOWN MIDLAND
MANAGEMENT DISTRICT

By _____
W. L. "Scooter" Brown, Chairman

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared W. L. “SCOOTER” BROWN, 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 the Downtown Midland Management District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

Notary Public, State of _____



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Morris Williams Jr., Director of Solid Waste

SUBJECT: Application for Grant money from the Permian Basin Regional Planning Commission

Purpose:

Consider a resolution to apply for grant money from the Permian Basin Regional Planning Commission for Solid Waste Management Projects and appropriating funds.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

The collective sum of \$50,000 will be available in the Solid Waste Fund, if awarded the grant.

Discussion:

The Permian Basin Regional Planning Commission anticipates grant money will be available in the amount of \$50,000 to the City of Midland for FY 11/12 programs. The grant money consists of a portion of the \$1.25 per ton tipping fee that the cities across the State collect at landfill sites. The grants are intended for projects that address solid waste issues and have been utilized by the City of Midland for the past several years.

The grant amount will be broken down into three (3) categories: 11/12 Educational Projects for Backyard Composting Grant (\$8,000); 11/12 Miscellaneous Education/Advertising Grant (\$28,000) that will be used to provide advertising for recycling, litter prevention, beautification, conservation, illegal dumping, and composting/mulching; and 11/12 Recycling Containers Grant (\$14,000) that will be used to purchase recycling containers that will be strategically located throughout the City.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE FILING OF A
GRANT APPLICATION WITH THE PERMIAN BASIN
REGIONAL PLANNING COMMISSION FOR A SOLID
WASTE MANAGEMENT PROGRAM GRANT, AND
AUTHORIZING THE CITY MANAGER TO ACT ON
BEHALF OF THE CITY IN MATTERS RELATED TO
SAID APPLICATION**

WHEREAS, the Permian Basin Regional Planning Commission administers grant funds; and

WHEREAS, the City of Midland is qualified to apply for grant funds;

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

SECTION ONE. That the City Manager or his designee is authorized to act on behalf of the City of Midland in all matters related to the grant application and any subsequent grant contract and grant project that may result.

SECTION TWO. That grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

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., 2012 by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Stuart T. Purvis, Director of Utilities

SUBJECT: Authorizing the City Manager to Negotiate and Execute a Task Order with Arcadis U.S., Inc.

Purpose:

Consider a resolution authorizing the City Manager to negotiate and execute a Task Order with Arcadis U.S., Inc.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Funds are available in the Re-Evaluation of T-Bar and Paul Davis Well Field Project (8517).

Discussion:

The Midland County Fresh Water Supply District No. 1 was selected to develop and deliver water from the T-Bar well field to the City. Part of their task will be to design and construct the well field. In order to complete this task, their groundwater firm must have knowledge that has been developed by Arcadis over the past years specifically related to water quality issues at T-Bar. This award will fund the effort by Arcadis to insure the appropriate information is transmitted.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO NEGOTIATE AND EXECUTE A PROFESSIONAL
SERVICES AGREEMENT TASK ORDER WITH
ARCADIS, U.S., INCORPORATED, FOR RESEARCH AT
THE T-BAR RANCH WELL FIELD, AT A COST OF
\$50,000.00**

WHEREAS, research regarding the City's T-Bar Ranch Well Field in Loving and Winkler Counties is necessary for further development of the well field; and

WHEREAS, Arcadis U.S., Inc., was selected to perform this type of service for the City through the Request for Qualifications process; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to negotiate a Professional Services Agreement Task Order with Arcadis, U.S., Inc., for the performance of said service at a cost of \$50,000.00;

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

SECTION ONE. That the City Manager is hereby authorized to negotiate and execute, on behalf of the City of Midland, a Professional Services Agreement Task Order with Arcadis, U.S., Inc., for the performance of said services at a cost of \$50,000.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to Arcadis, U.S., Inc., for professional services pursuant to the terms of said agreement from funds available in the Re-Evaluation of T-Bar and Paul Davis Well Field Project (8517) 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Gary Saunders, Transportation Manager

SUBJECT: Resolution - Alley Right of Way Vacation

Purpose:

To consider a resolution on a request by Kolt Development to vacate and abandon a twenty (20) foot wide portion of alley right-of-way in Block 110, Original Town Addition within the City of Midland.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no fiscal impact with this resolution. Established right-of-way value will be addressed with ordinance at a later date.

Discussion:

The Legal Department has prepared a resolution agreeing to vacate and abandon a twenty (20) foot wide portion of alley right-of-way between Marienfeld Street and Pecos Street from Washington Avenue to Kentucky Avenue abutted by Lots 1-6 on the east and Lots 7-9, 10 & 11(S/2) and 11(N/2) & 12 on the west; all in Block 110, Original Town Addition, City of Midland, Midland County, Texas.

The vacation and abandonment of this alley has been requested to facilitate the proposed Brownstones Midland affordable housing development project.

Waiving collection of the established right-of-way value of \$4500.00 will be addressed with an ordinance authorizing the actual vacation at a later date.

This agreement is conditioned upon the Developer obtaining housing tax credits, purchasing Lots 1-12 in Block 110, Original Town Addition and commencing construction of the Development within six (6) months of closing on the property.

Attached is a map indicating location of the alley and adjacent property.

Staff recommends approval of this resolution.

RESOLUTION NO.

RESOLUTION CONDITIONALLY AGREEING TO VACATE AND ABANDON A TWENTY (20) FOOT WIDE PORTION OF ALLEY RIGHT-OF-WAY LOCATED BETWEEN LOTS 1-6 ON THE EAST SIDE AND LOTS 7-9, 10, 11(S/2), 11(N/2) AND 12 ON THE WEST SIDE, ALL IN BLOCK 110, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN MARIENFELD STREET AND PECOS STREET FROM WASHINGTON AVENUE TO KENTUCKY AVENUE); PROVIDING THAT VACATION AND ABANDONMENT OF SAID ALLEY SHALL BE CONTINGENT UPON THE DEVELOPER MEETING CERTAIN CONDITIONS; AND PROVIDING THAT VACATION AND ABANDONMENT OF SAID ALLEY SHALL NOT BE EFFECTIVE UNTIL APPROVED BY ORDINANCE

WHEREAS, the City of Midland has received a request to vacate and abandon a twenty (20) foot wide portion of alley right-of-way located between Lots 1-6 on the east side and Lots 7-9, 10, 11(S/2), 11(N/2) and 12 on the west side, all in Block 110, Original Town Addition, City and County of Midland, Texas, in order to facilitate the development of Brownstones Midland, a proposed affordable housing development to be located at 500 West Front Street in downtown Midland; and

WHEREAS, the City Council finds it to be in the public interest to conditionally agree to vacate and abandon said alley and to waive the fee for the cost of the alley in exchange for the developer constructing affordable housing in the downtown area; and

WHEREAS, the City Council finds it to be in the public interest to make this commitment contingent upon the developer obtaining housing tax credits and purchasing Lots 1-12, Block 110, Original Town Addition, City and County of Midland, Texas;

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

SECTION ONE. That the City of Midland hereby conditionally agrees to vacate and abandon the public interest in said alley and to waive the fee for the cost of the alley in exchange for the developer constructing affordable housing at said location.

SECTION TWO. That the City of Midland's commitment set forth in Section One hereof is expressly contingent upon the developer: (1) obtaining housing tax credits from the Texas Department of Housing and Community Affairs for the development during the 2012 tax credit cycle; and (2) purchasing Lots 1-12, Block 110, Original Town Addition, City and County of Midland, Texas.

SECTION THREE. That the vacation and abandonment of said alley shall not be effective until approved by an ordinance of the City Council.

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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

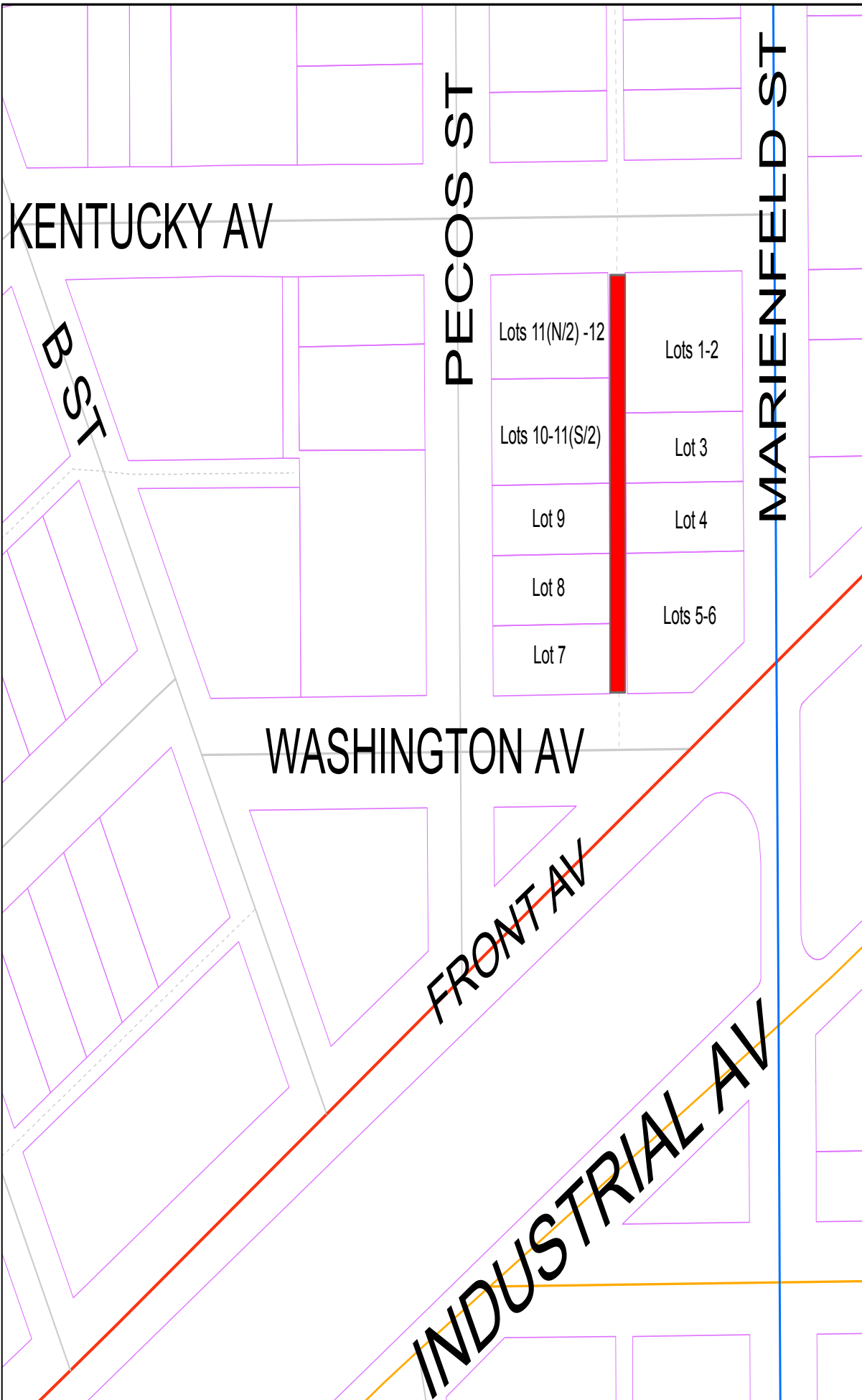
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Rick Crownover, Director of Development
Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



TRANSPORTATION
DIVISION

 Proposed alley
right-of-way
vacation

A twenty (20) foot
wide portion of the
alley between Lots 1-6
on the east and Lots 7-9,
10 and 11(S/2) and 11(N/2)
and 12 on the west Block 110,
Original Town Addition.





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Z-11-057; LCA Engineering

Purpose:

This is the second reading to consider an ordinance on a request by LCA Engineering for approval of a Site Plan. (Generally located near the northeast corner of the intersection of E. I-20 and Terrell Street.). No changes have been made to this item since its first reading on January 24, 2011.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with this request.

Discussion:

This 8-acre tract of land is located on the north side of IH-20 just east of Terrell Street. The applicant plans to construct 96 apartment units, along with a clubhouse/community center, pool, and play area. This property is zoned BP, Business Park, which allows for apartments, however, a site plan must be approved prior to the development of any apartments within the City of Midland. Exhibit A is a plan view of the apartment complex. Access will occur from two driveways off of the IH-20 frontage road. Five apartment buildings are shown along with a clubhouse, a pool, and a play area. There are a total of 96 units and this quantity complies with the City's requirement of no more than 16 units per acre. A total of 192 parking spaces are required and 207 are shown. The site plan submitted indicates that a drought tolerant sod will be the primary variety of turf grass, however, the area planned to be landscaped with turf grass exceeds that which is required. The use of more drought tolerant landscaping is encouraged and revised landscaping plans may be accepted for review and approval prior to permitting. With 96 units, a minimum of seven refuse containers is required. Exhibit A indicates 4 containers. Therefore, an additional 3 containers will be required. The city code requires a six-foot tall solid fence between an apartment property line and any adjacent residentially zoned property. The site plan submitted indicates such a fence around the entire perimeter of this development. Heights indicated for the proposed apartment buildings are approximately 44-feet which is satisfactory for the BP District which allows a maximum of 60-feet and building materials indicated on Exhibits B, C, & D satisfy zoning code requirements.

Attachments:

Application, Maps, Exhibit A – Site Plan, Exhibits B – D Building Elevations, Exhibit E – Metes and Bounds



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: January 24, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Z-11-057; LCA Engineering

Purpose:

Hold a public hearing at approximately 10:33 a.m. and consider an ordinance on a request by LCA Engineering for approval of a Site Plan. (Generally located near the northeast corner of the intersection of E. Interstate Hwy 20 and Terrell Street.).

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with this request.

Discussion:

This 8-acre tract of land is located on the north side of IH-20 just east of Terrell Street. The applicant plans to construct 96 apartment units, along with a clubhouse/community center, pool, and play area. This property is zoned BP, Business Park, which allows for apartments, however, a site plan must be approved prior to the development of any apartments within the City of Midland. Exhibit A is a plan view of the apartment complex. Access will occur from two driveways off of the IH-20 frontage road. Five apartment buildings are shown along with a clubhouse, a pool, and a play area. There are a total of 96 units and this quantity complies with the City's requirement of no more than 16 units per acre. A total of 192 parking spaces are required and 207 are shown. The site plan submitted indicates that a drought tolerant sod will be the primary variety of turf grass, however, the area planned to be landscaped with turf grass exceeds that which is required. The use of more drought tolerant landscaping is encouraged and revised landscaping plans may be accepted for review and approval prior to permitting. With 96 units, a minimum of seven refuse containers is required. Exhibit A indicates 4 containers. Therefore, an additional 3 containers will be required. The city code requires a six-foot tall solid fence between an apartment property line and any adjacent residentially zoned property. The site plan submitted indicates such a fence around the entire perimeter of this development. Heights indicated for the proposed apartment buildings are approximately 44-feet which is satisfactory for the BP District which allows a maximum of 60-feet and building materials indicated on Exhibits B, C, & D satisfy zoning code requirements.

Attachments:

Application, Maps, Exhibit A – Site Plan, Exhibits B – D Building Elevations

ORDINANCE NO.

AN ORDINANCE ADOPTING A SITE PLAN FOR AN 8.00-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF EAST INTERSTATE HIGHWAY 20 AND TERRELL STREET); SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; 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, Section 11-1-6(A)(9)(b)(1) of the Midland City Code provides that prior to any development of an apartment project/complex, an applicant must obtain site plan approval under said section; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to adopt a site plan pursuant to Section 11-1-6(A)(9)(b)(1), subject to special conditions and restrictions;

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

SECTION ONE. That a site plan, which is attached hereto as Exhibits “A”, “B”, “C” and “D” and incorporated herein for all purposes, is hereby adopted for the following property:

An 8.00-acre tract of land out of Section 2, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “E”, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the use and development of the property shall be subject to the following conditions and restrictions:

1. That the new construction shall be consistent with Exhibits “A”, “B”, “C” and “D”.
2. That the site landscaping on Exhibit “A” shall be considered illustrative and

all future landscaping on this site shall conform to City of Midland regulations in place at the time of development.

3. That all mechanical equipment and refuse containers shall be appropriately screened.
4. That a total of seven refuse containers shall be required for this apartment development.
5. That the development of this property shall comply with the outdoor lighting requirements and outdoor sign regulations of the Midland City Code.

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., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Case Number:

Z-11-057

**CITY OF MIDLAND
PLANNING DIVISION
APPLICATION FOR SITE PLAN REVIEW**

Applicant:

Name: LCA

Address: 521 N. Texas, Odessa, Texas

Zip Code: 79761

Phone Number(s): 432-332-5058

Fax: 4362-580-8812

Property Owner:

Name: Playa del Pueblo Ltd.

Address: 208 S. Marienfeld, Midland, Texas

Zip Code: 79701

Phone Number(s): 432-682-2520

Fax: _____

Legal Description of Property: (Complete Lot and Block or metes and bounds description)

Lot 1, Block 1, Playa del Pueblo

Staff only: This request qualifies for ☐ Planned District Process ☐ Administrative Review

~~Planned District~~ **Site Plan Review**

Items Required from Applicant:

✓
\$300.00 application fee

16 copies of the site plan

Site Plan on a CD in .pdf and .jpg format

Received date: _____

Received date: _____

Received date: _____

Ordinance number and date approved: _____

Administrative Site Plan Review

Items required from Applicant:

\$200.00 application fee

5 copies of the site plan

Received date: _____

Received date: _____

Date approved: _____ By: _____

Property Owner: _____ Date: _____

By: (Representative) J. M. Tucker Date: 18 Nov 2011
(If Representative signs for the Property Owner, then signature must be notarized below)

State of Texas §
County of Midland §

Before me, the undersigned authority, on this day personally appeared Joe M. Tucker who, being by me duly sworn, upon oath says: That he is authorized by Playa del Pueblo, Ltd., the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

J. M. Tucker
(Signature of Affiant)

Subscribed and sworn to before me, by the said Joe M. Tucker, this 18th day of November, 2011, to certify which witness my hand and seal of office.

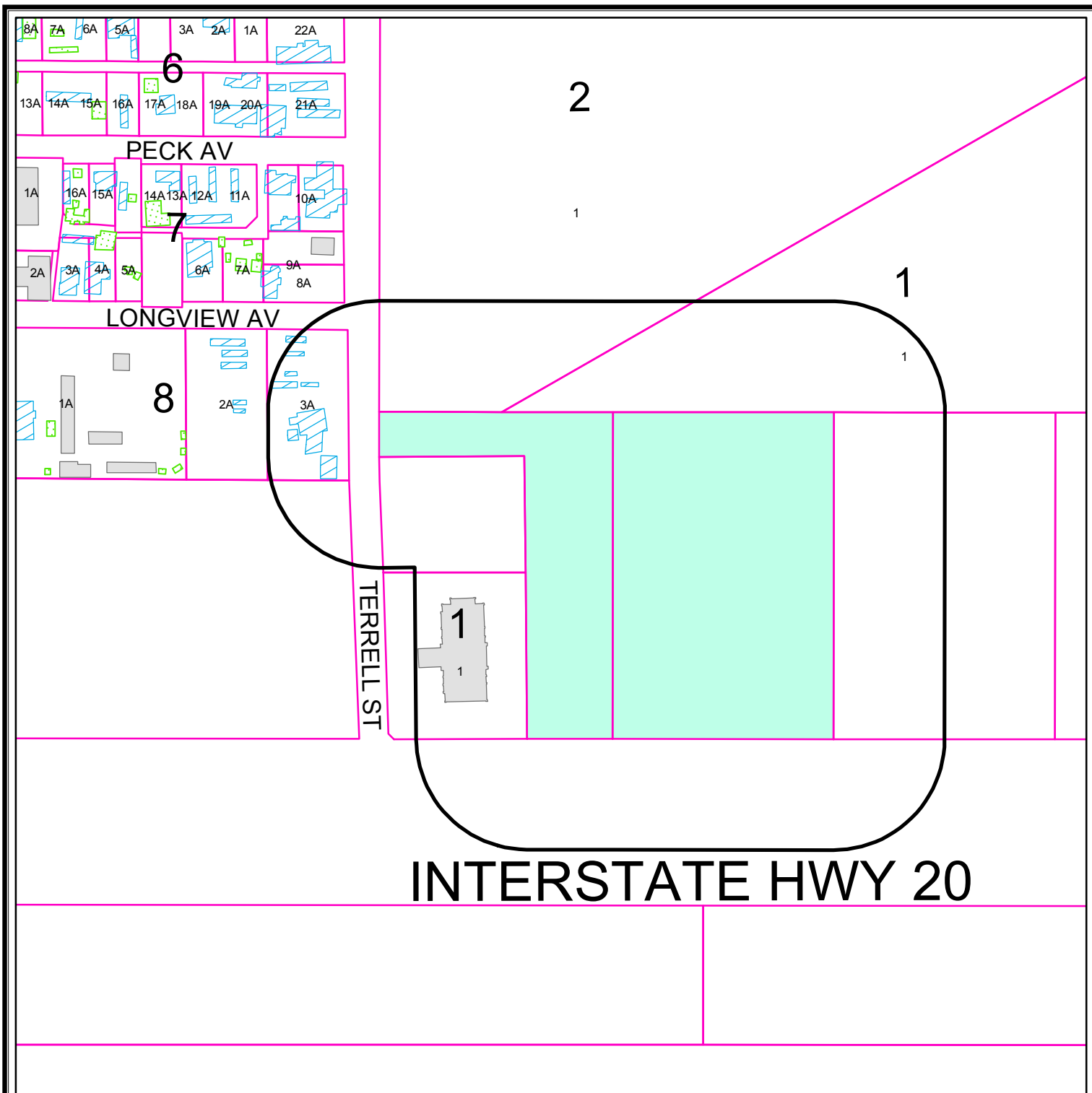
Shari Dawson

Notary Public, Midland County, Texas

FOR OFFICE USE ONLY	
Rec'd BY: <u>CW</u>	DATE: <u>11/18/11</u>
ASSIGNED: <u>BM</u>	
FOR: <u>P+2</u>	ON: _____



***Application will not be scheduled for hearing until reviewed by a planner.**



PROPERTY OWNER NOTIFICATION MAP

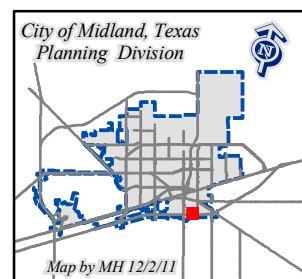
Z - 11 - 057

Scale: 1" = 250'

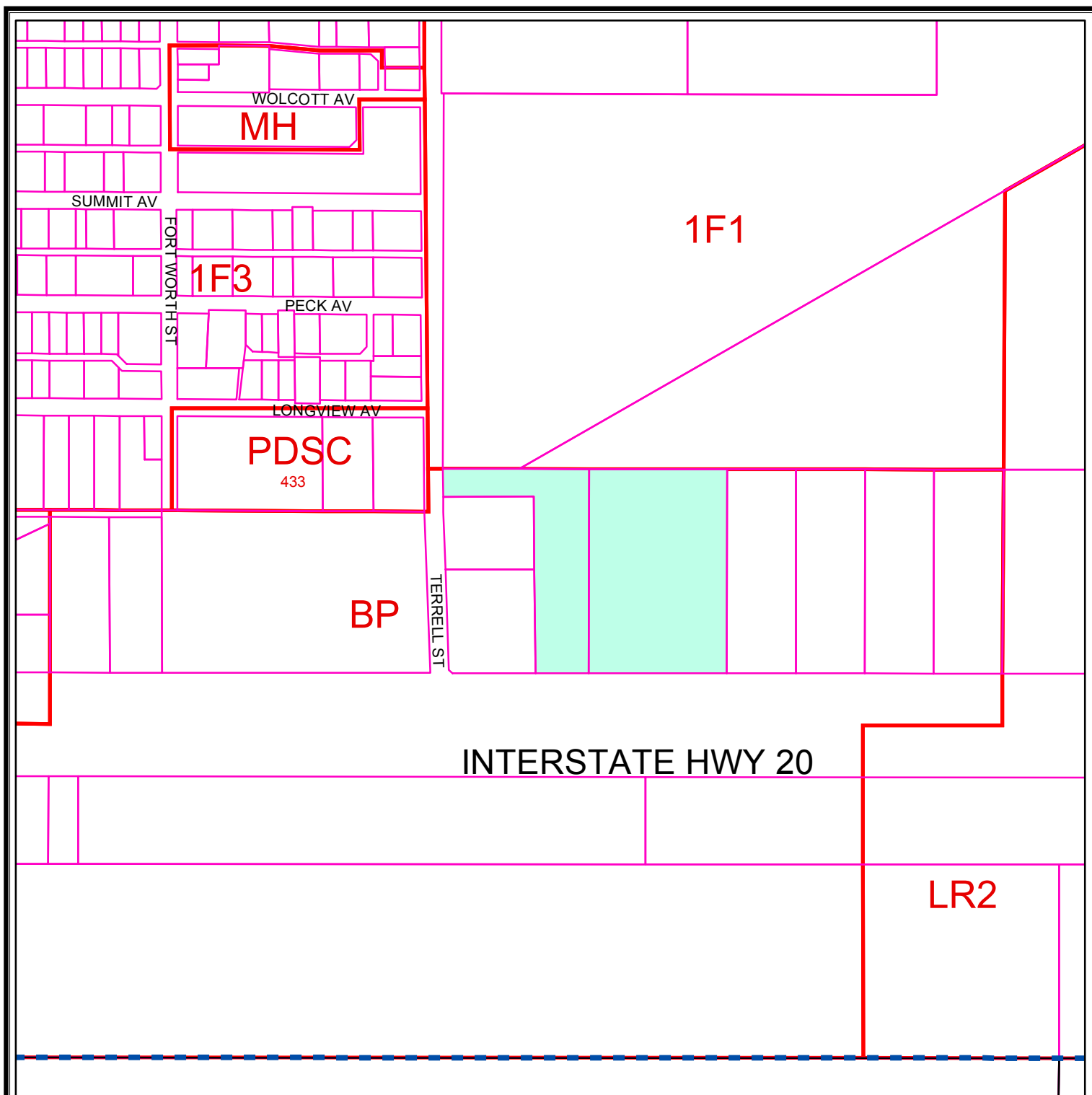
Consider a request for a Site Plan Review on a 8.00-acre tract of land out of Section 2, Block 39, T-2-S, T & P R R Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 11 - 057

Scale: 1" = 400'

Consider a request for a Site Plan Review on a 8.00-acre tract of land out of Section 2, Block 39, T-2-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- - - CITY LIMITS ZONING PARCELS

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
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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- Landscape Ordinance Requirement Schedule**
1. Total Lot Area - 948,496sf
 2. Total area of building footprint - 42,260sf
 3. Total area required to be landscaped with plant material - 30,616sf
 4. Total area that will be landscaped with plant material - 148,250sf
 5. Total length of street frontage - 595ft (Interstate 20)
 6. Total number of trees required per street frontage - 14
 7. Total number of trees provided per street frontage - 14
 8. Total number of parking spaces - 201
 9. Total number of trees required per parking spaces - 13
 10. Total number of trees provided per parking spaces - 13

- Landscape Point System Compliance Schedule**
1. Tree quantity exceeds required quantity - 2 points x 10 trees
 2. Drought tolerant sod is primary variety of turf grass - 5 points
 3. More than 20% of the required areas to be landscaped with plant material, is proposed to be turf grass - minus 5 points

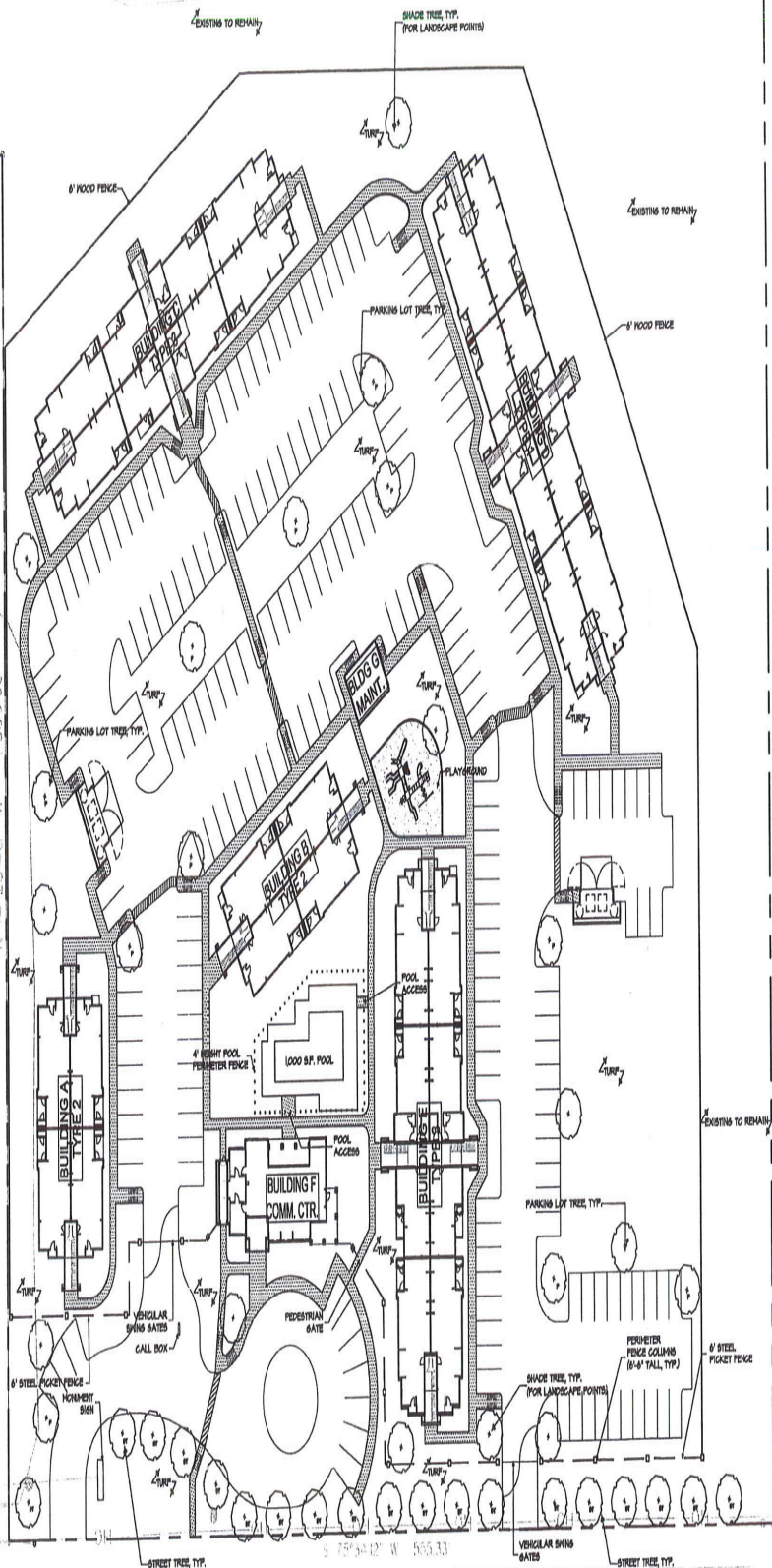
Total points required - 20 points
Total points provided - 20 points

PLANT LIST

QUANTITY	SYMBOL	DESCRIPTION
41	(Symbol: Circle with a dot)	8" caliper, 12' H/L, 4' spread, DBH, specimen

Note
All new landscape to be watered by a permanent, in-ground irrigation system.

EXHIBIT A



RECEIVED

NOV 18 2011

CITY OF MIDLAND
PLANNING DIVISION OFFICE

U.S. INTERSTATE HIGHWAY 20

PRELIMINARY
NOT FOR CONSTRUCTION

SCALE:
0 30 45

SHEET
L100

OF

LANDSCAPE PLAN

PLAYA DEL PUEBLO
MIDLAND, TEXAS

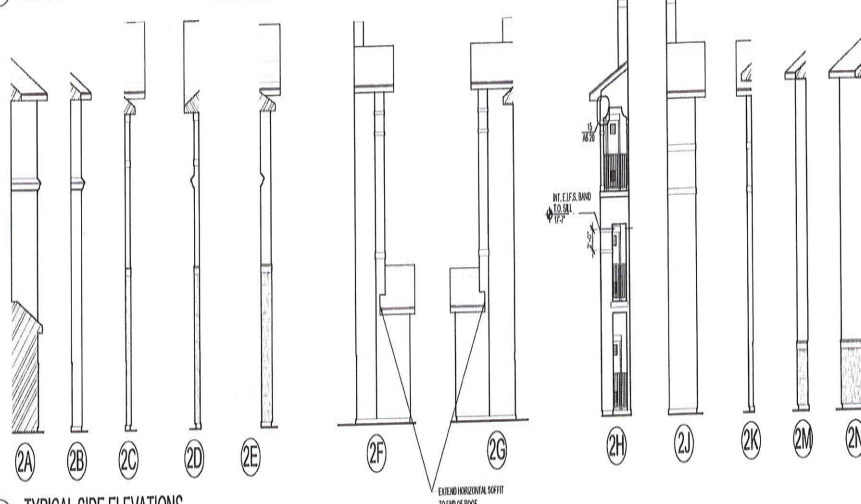
DESIGNED BY: LL
DESIGNED BY: CM
REVIEWED BY: DMB
PROJECT NO.: R100103-00012

B Bury+Partners
ARCHITECTS & PLANNERS
10000 N. MICHIGAN AVE.
SUITE 1000
DALLAS, TEXAS 75243-1000
PHONE: 214.750.0000
FAX: 214.750.0001
WWW.BURY+PARTNERS.COM

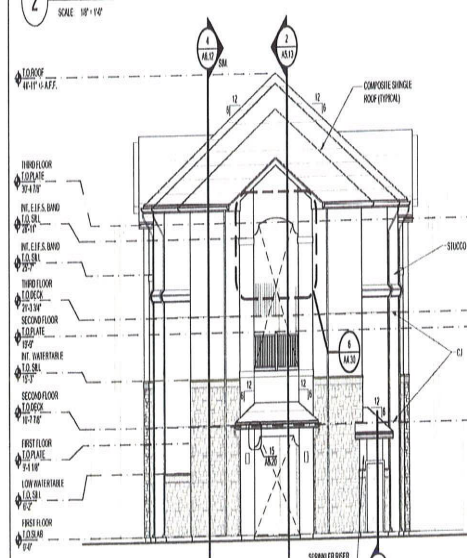




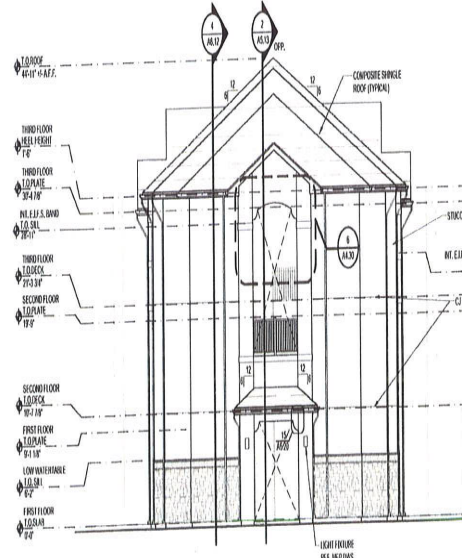
1 TYPICAL BUILDING ELEVATION
SCALE: 1/8" = 1'-0"



2 TYPICAL SIDE ELEVATIONS
SCALE: 1/8" = 1'-0"



3 TYPICAL SIDE ELEVATION
SCALE: 1/8" = 1'-0"



4 TYPICAL SIDE ELEVATION
SCALE: 1/8" = 1'-0"

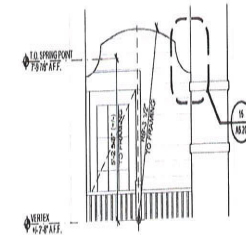
CASE NO. 2-11-057

EXHIBIT B

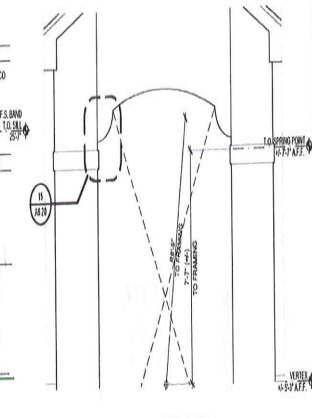
RECEIVED

DEC 12 2011

CITY OF MIDLAND
PLANNING DIVISION OFFICE



5 DETAIL @ STAIR-END
SCALE: 1/8" = 1'-0"



6 DETAIL @ STAIR-END
SCALE: 1/8" = 1'-0"



OWNER
MPP Group
111 S. Main St., Suite 1200
San Antonio, TX 78205
Tel: 210-487-8888 Fax: 210-207-0867

ARCHITECT
Alamo Architects
1517 South Flores
San Antonio, TX 78204
Tel: 210-227-3425 Fax: 210-207-0867

CIVIL ENGINEER
Bay + Partners
532 South Road, Suite 100
San Antonio, TX 78216
Tel: 210-525-8888

LANDSCAPE ARCHITECT
Lund Design Partners
922 South Road, Suite 100
San Antonio, TX 78216
Tel: 210-525-2525 Fax: 210-525-2526

STRUCTURAL ENGINEER
Shelton Engineers
1725 Village Green Dr.
Houston, TX 77060
Tel: 281-583-7888

MEP ENGINEER
Planned Engineering
3208 Farnham Rd., Suite 101
Meyersdale, TX 77854
Tel: 281-440-7211 Fax: 281-768-1917

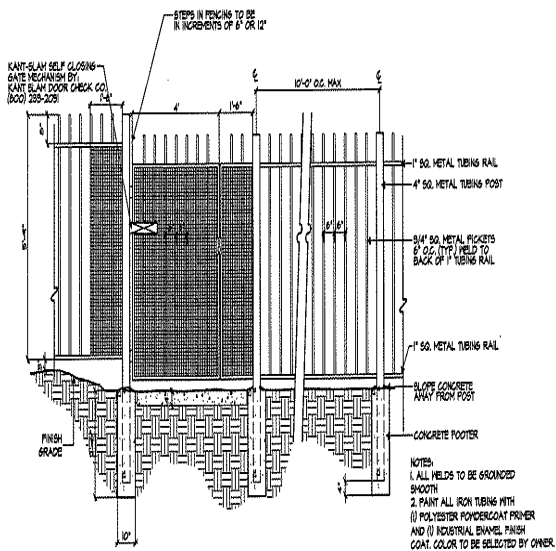
Playa del Pueblo
Multi-Family Housing
Midland, Texas
SITE PLAN SUBMITTAL
DECEMBER 9, 2011

No.	Description	Date



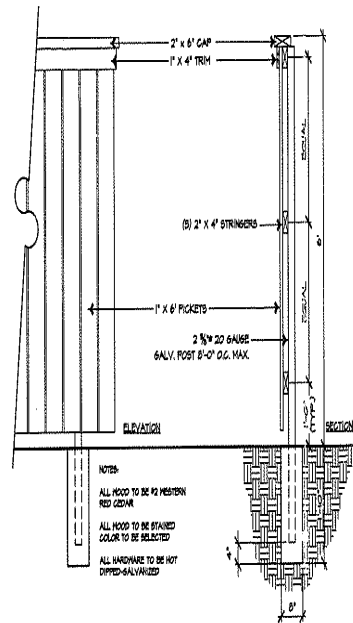
TYPICAL
BUILDING
ELEVATIONS

SHEET NUMBER	2011-40
Project Number	2011-40
Date	DEC. 9, 2011
Drawn By	AA
Checked By	BA



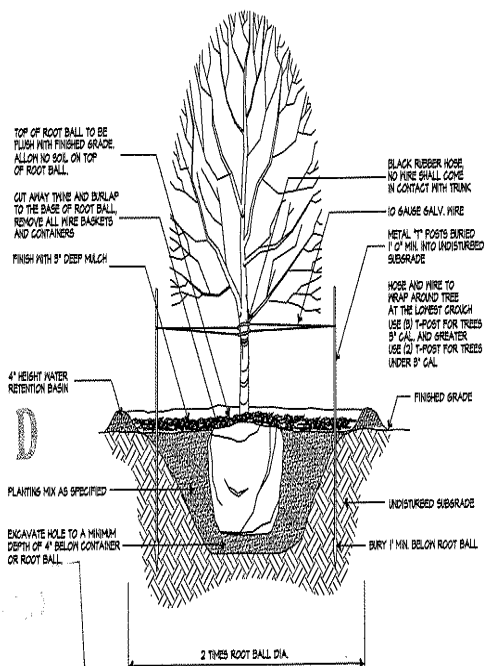
6'-0" METAL PERIMETER FENCE WITH PEDESTRIAN GATE
ELEVATION

SCALE: 1/2" = 1'-0"

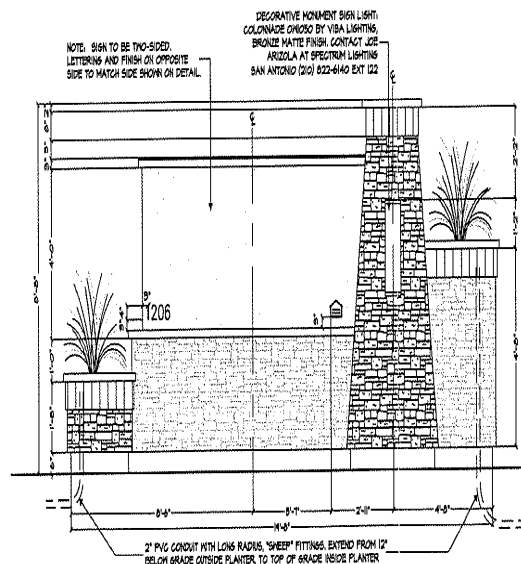


6'-0" TALL WOOD FENCE
SECTION/ELEVATION

SCALE: 3/4" = 1'-0"



TREE STAKING DETAIL
N.T.S.



MONUMENT SIGN
ELEVATION

SCALE: 1/2" = 1'-0"

LANDSCAPE DETAILS

PLAYA DEL PUEBLO
MIDLAND, TEXAS

DRAWN BY: LL
DESIGNED BY: CM
REVIEWED BY: DMB
PROJECT NO.: R100103-00012
SHEET
L101
OF

PRELIMINARY
NOT FOR CONSTRUCTION



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: V-11-004, Habitat for Humanity ROW Vacation

Purpose:

Consider an ordinance on second reading on a request by Habitat for Humanity to vacate 1,500 square feet of S. Adams Street.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Habitat for Humanity is requesting the vacation of 10 feet of S. Adams Street. This will allow new housing to be located 10 feet closer to the street pavement, which reduces the length, and therefore the cost, of new driveways. At the January 24th meeting, the City Council directed that no compensation is required for the vacated right-of-way. This ordinance has been amended accordingly and is now ready for consideration on second and final reading.

Attachments:

Location Map



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: January 24, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: V-11-004, Habitat for Humanity ROW vacation

Purpose:

Consider an ordinance on a request by Habitat for Humanity to vacate a 10-foot by 150-foot (1500 sq ft) portion S. Adams Street right-of-way.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Habitat for Humanity is requesting the vacation of 10-feet of right-of-way from the west side of S. Adams Street at its intersection with E. Kentucky Avenue. This request is made to reduce construction costs for affordable housing. This vacation will allow the new homes to be 10 feet closer to the street paving, thereby reducing the driveway length and, consequently, construction costs. The existing right-of-way width for S. Adams Street is 80 feet, whereas the Subdivision Code requires only 60 feet. As compensation, the applicant proposes to dedicate 10 additional feet for the alley located west of the three affected lots. The right-of-way value is \$150; however, with the additional alley dedication, no compensation is required.

Attachments:

Survey Plat

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 1,500 SQUARE FOOT PORTION OF ADAMS STREET RIGHT-OF-WAY ADJACENT TO LOTS 4-6, BLOCK 40, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF KENTUCKY AVENUE AND ADAMS STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$150.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 1,500 square foot portion of Adams Street right-of-way adjacent to Lots 4-6, Block 40, Moody Addition, City and County of Midland, Texas, is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the right-of-way has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the right-of-way at \$150.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of the right-of-way in light of the abutting property owner's status as a nonprofit organization and the abutting property owner's dedication of right-of-way to the City; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein;

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

SECTION ONE. That the 1,500 square foot portion of Adams Street right-of-way

adjacent to Lots 4-6, Block 40, Moody Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes, is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said right-of-way.

SECTION TWO. That the fee for the cost of the right-of-way vacated and abandoned herein to the adjoining property owner is hereby waived.

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 purposes of recording in the Official 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., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS ____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Case Number: V-11-004

CITY OF MIDLAND
Planning Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I. Application is hereby made to the City Council to vacate the following public right-of-way or easement:
1500 SQUARE FEET S ADAMS STREET ADJACENT TO
LOTS 4, 5 & 6, BLOCK 40, NOODY ADDITION
- II. Reason for Request: GET 10 ADDITIONAL FEET FOR DRIVEWAYS
- III. Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
DOES NOT CHANGE THE BACK OF CURB OR ANYTHING

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: HABITAT FOR HUMANITY AYNDA POEST EXEC DIR

Address: 305 E TEXAS Phone: 432-686-8877

MIDLAND TX 79701 19701
City State Zip Code

2. Metes and bounds description of property to be vacated.
3. Map showing property to be vacated and its relationship to the applicant's property.
4. Right-of-way Release Letter(s) signed by adjacent property owner(s). (See attached)
5. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
6. Application Fee: **\$300.00**

Required items Attached? Date Received: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

- V. Clearance is needed from the following utility companies: City of Midland / Atmos Energy
Caprock Energy / TXU Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. The applicant(s) shall be responsible for obtaining written concurrence from the owner(s) of any property adjacent to the affected right-of-way and for submitting said concurrence with the application. Following receipt of a complete application, the request shall proceed according to either (A) or (B) as follows:

- A. If the portion of right-of-way under consideration may be vacated without affecting the traveling public, then the request shall be scheduled for deliberation by the City Council. No public hearing shall be required.
- B. If the portion of right-of-way under consideration has been or is being used by the public, then the City shall send written notification of the request to all property owners within 1,000 feet a public hearing before City Council will be held. Any opposition to the requested closure must be in writing. Approval of a request with 20% or more opposition from notified landowners shall require a three-fourths vote of the City Council.

Signature of applicant: *[Signature]*

Date: 11/25/11

****Application will not be considered for scheduling until reviewed by a planner.****

To be completed by City of Midland staff:

According to the policy guidelines outlined above, a public hearing will ____ will not ____ be required.

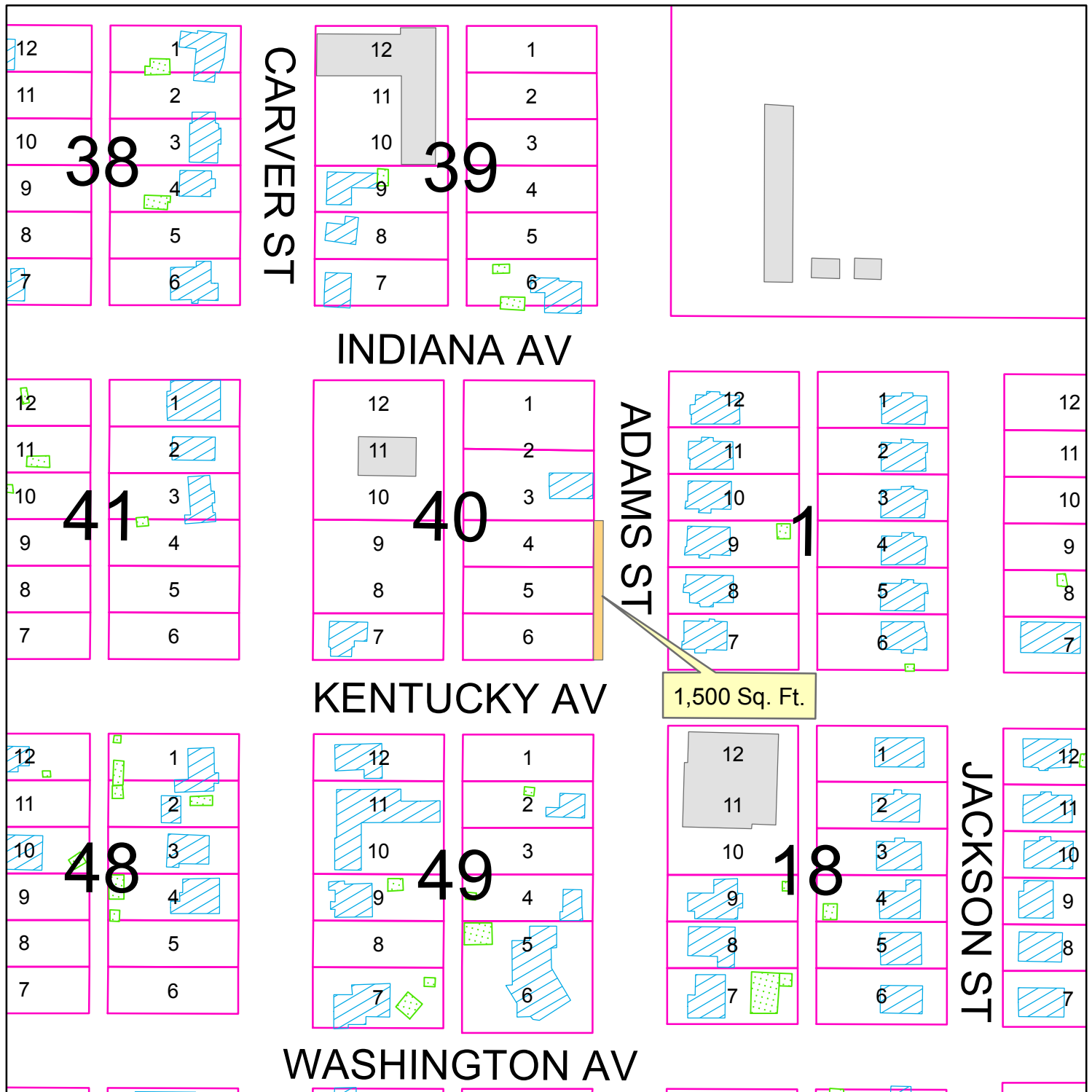
FOR OFFICE USE ONLY

Rec'd. By: JC Date: 11-29-11
Assigned: JC
For: CC On: _____

Revised 9/1/06

Vacation Application

Page 2



LOCATION MAP

V - 11 - 004

Scale: 1" = 150'

Consider a request for the vacation of a 1,500 square foot portion of the right-of-way of S. Adams Street, adjacent to Lots 4 thru 6, Block 40, Moody Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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Office of
City Manager

300 N. Loraine
P.O. Box 1152
Midland, TX 79702-1152

432.685.7203
Fax 432.686.1600

January 13, 2012

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 1,500 square foot portion of Adams Street right-of-way adjacent to Lots 4-6, Block 40, Moody Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$150.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "B"



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 24, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: V-11-005, Habitat for Humanity ROW vacation

Purpose:

Consider an ordinance on second reading on a request by Habitat for Humanity to vacate 1,500 square feet of Jefferson Street right-of-way.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Habitat for Humanity is requesting the vacation of 10-feet of right-of-way from the west side of Jefferson Street at its intersection with Dakota Avenue. This vacation will allow the new homes to be 10 feet closer to the street paving, thereby reducing the driveway length and, consequently, construction costs. At the January 24th meeting, the Council directed that no compensation is required for the vacated right-of-way. The ordinance has been amended accordingly, and is now ready for consideration for second and final reading.

Attachments:
Location Map



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: January 24, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: V-11-005, Habitat for Humanity ROW vacation

Purpose:

Consider an ordinance on a request by Habitat for Humanity to vacate a 10-foot by 150-foot (1500 sq ft) portion of Jefferson Street right-of-way.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Habitat for Humanity is requesting the vacation of 10-feet of right-of-way from the west side of Jefferson Street at its intersection with Dakota Avenue. This request is made to reduce construction costs for affordable housing. This vacation will allow the new homes to be 10 feet closer to the street paving, thereby reducing the driveway length and, consequently, construction costs. The existing right-of-way width for Jefferson Street is 80 feet, whereas the Subdivision Code requires only 60 feet. As compensation, the applicant proposes to dedicate 10 additional feet for the alley located west of the three affected lots. The right-of-way value is \$150; however, with the additional alley dedication, no compensation is required.

Attachments:

Survey Plat

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 1,500 SQUARE FOOT PORTION OF JEFFERSON STREET RIGHT-OF-WAY ADJACENT TO LOTS 4A, 5A AND 5B, BLOCK 193, SOUTHERN ADDITION, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF JEFFERSON STREET AND DAKOTA AVENUE); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$150.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 1,500 square foot portion of Jefferson Street right-of-way adjacent to Lots 4A, 5A and 5B, Block 193, Southern Addition, Section 7, City and County of Midland, Texas, is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the right-of-way has been received by the City from the abutting property owner; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the right-of-way at \$150.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of the right-of-way in light of the abutting property owner's status as a nonprofit organization and the abutting property owner's dedication of right-of-way to the City; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein;

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

SECTION ONE. That the 1,500 square foot portion of Jefferson Street right-of-way adjacent to Lots 4A, 5A and 5B, Block 193, Southern Addition, Section 7, City and County of Midland, Texas, as described in Exhibit “A” attached hereto and made a part hereof for all legal purposes, is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said right-of-way.

SECTION TWO. That the fee for the cost of the right-of-way vacated and abandoned herein to the adjoining property owner is hereby waived.

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 purposes of recording in the Official 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., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS ____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CITY OF MIDLAND
Planning Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I.** Application is hereby made to the City Council to vacate the following public right-of-way or easement:
1500 SQUARE FEET JEFFERSON STREET ADJACENT TO
LOTS 4A, 5A & 5B BLK 193 SOUTHERN ADD. SECTION 7
- II.** Reason for Request: GET 10 ADDITIONAL FEET FOR DRIVE WAYS
- III.** Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
DOES NOT CHANGE THE BACK OF CURB OR ANYTHING

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: HABITAT FOR HUMANITY/ ALYNDA BEST, EXECUTIVE DIRECTOR

Address: 305 E TEAS Phone: 432-686-8877

Street

MIDLAND

City

TX

State

71701

Zip Code

2. Metes and bounds description of property to be vacated.
3. Map showing property to be vacated and its relationship to the applicant's property.
4. Right-of-way Release Letter(s) signed by adjacent property owner(s). (See attached)
5. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
6. Application Fee: **\$300.00**

Required items Attached? Date Received: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

- V.** Clearance is needed from the following utility companies: City of Midland / Atmos Energy
 Caprock Energy / TXU Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. The applicant(s) shall be responsible for obtaining written concurrence from the owner(s) of any property adjacent to the affected right-of-way and for submitting said concurrence with the application. Following receipt of a complete application, the request shall proceed according to either (A) or (B) as follows:
 - A. If the portion of right-of-way under consideration may be vacated without affecting the traveling public, then the request shall be scheduled for deliberation by the City Council. No public hearing shall be required.
 - B. If the portion of right-of-way under consideration has been or is being used by the public, then the City shall send written notification of the request to all property owners within 1,000 feet a public hearing before City Council will be held. Any opposition to the requested closure must be in writing. Approval of a request with 20% or more opposition from notified landowners shall require a three-fourths vote of the City Council.

Signature of applicant: *M. A. Best*

Date: 11/25/11

****Application will not be considered for scheduling until reviewed by a planner.****

To be completed by City of Midland staff:

According to the policy guidelines outlined above, a public hearing will ____ will not ____ be required.

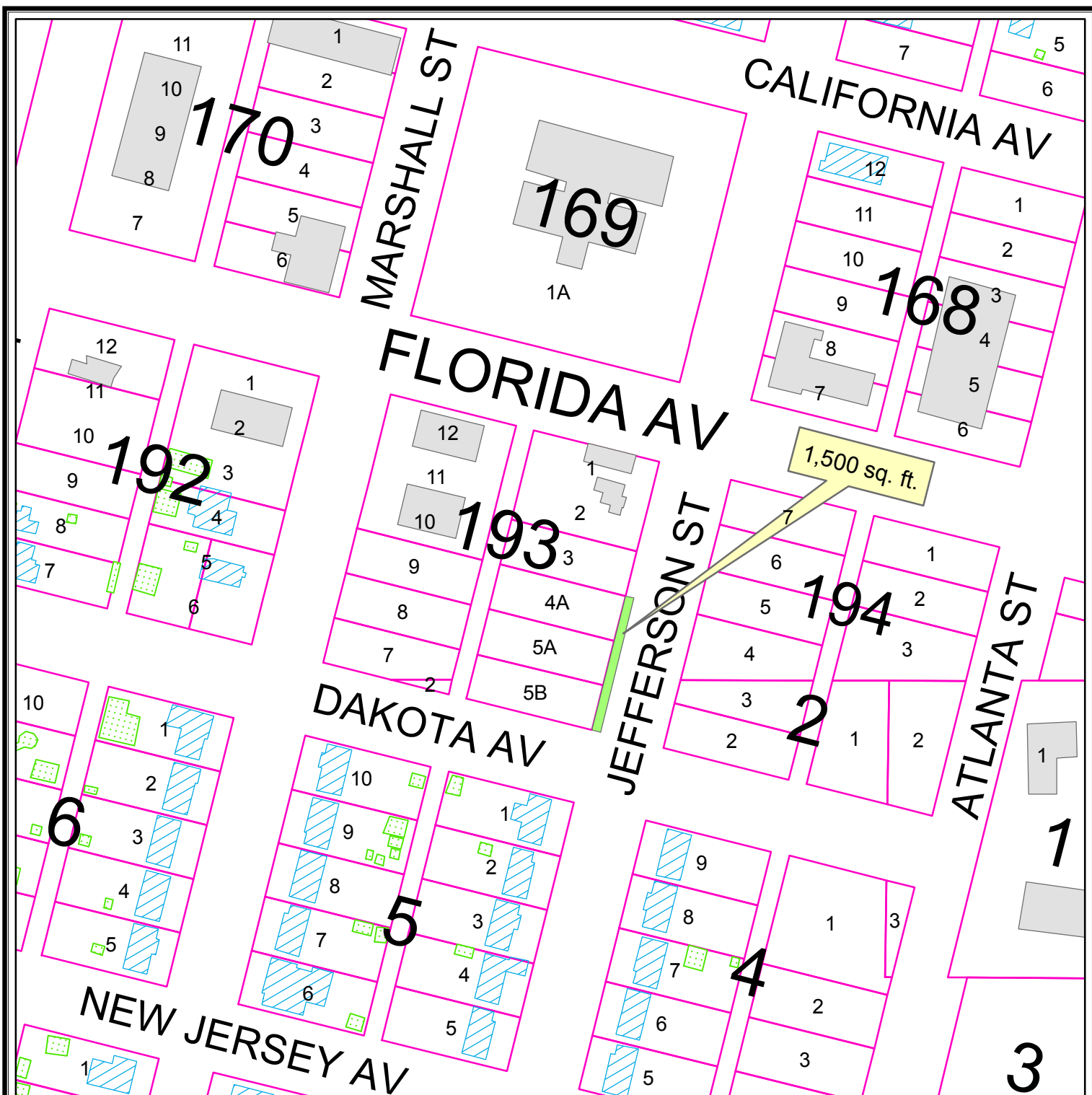
FOR OFFICE USE ONLY

Rec'd. By: JC Date: 11-29-11
Assigned: JC
For: CC On: _____

Revised 9/1/06

Vacation Application

Page 2



LOCATION MAP

V - 11 - 005

Scale: 1" = 150'

Consider a request for the vacation of a 1,500 square foot portion of the right-of-way of S. Jefferson Street adjacent to Lots 4A, 5A and 5B, Block 193, Southern Addition, Section 7, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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Office of
City Manager

300 N. Loraine
P.O. Box 1152
Midland, TX 79702-1152

432.685.7203
Fax 432.686.1600

January 13, 2012

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 1,500 square foot portion of Jefferson Street right-of-way adjacent to Lots 4A, 5A and 5B, Block 193, Southern Addition, Section 7, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$150.00.

Very truly yours,

Courtney Sharp
City Manager

Exhibit "B"



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-059, Western International.

Purpose:

Hold a public hearing at approximately 10:30 a.m. and consider an ordinance on a request by Western International for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Western International plans to develop this property with a Hilton Garden Inn, 4-story hotel. This northwest corner at Deauville and Loop 250 is currently a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District. While a hotel is permitted in the LR-2 District, but the hotel's 62' height is above the maximum permitted height of two and one-half stories; therefore the height regulation and site plan must be amended. The proposed building is attractively designed and is within the contextual scale of the other neighboring hotels. Staff concurs with the Planning & Zoning Commission and finds the proposed hotel to be a complementary use near the stadiums and other hotels and recommend this zone change from PD, Planned District for a Shopping Center to an Amended Planned District, subject to development in accordance with Exhibits A – D.

Attachments:

Maps

January 17, 2012 Planning & Zoning Commission Staff Report

Exhibit A – Site Plan

Exhibit B & C – Elevations

Exhibit D – Rendering

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 4.18-ACRE TRACT OF LAND (BEING 6.68 ACRES INCLUSIVE OF ADJACENT RIGHTS-OF-WAY) OUT OF SECTION 37, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND LOOP 250); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT 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, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, 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 the creation of an Amended Planned District, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an Amended Planned District, subject to the

special conditions and restrictions hereinafter set out, said property being described as follows:

A 4.18-acre tract of land (being 6.68 acres inclusive of rights-of-way) out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “E”, which is attached hereto and incorporated herein.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the new construction shall be consistent with: the Site Plan (Exhibit “A”); the Building Elevations (Exhibits “B” and “C”); and the Rendering (Exhibit “D”). The referenced Exhibits are attached hereto and incorporated herein.
2. That the maximum height of the office building shall not exceed 62 feet.
3. That the landscaping shall conform to City of Midland regulations in place at the time of development.
4. That the placement of driveways accessing public streets shall be approved by the City.
5. That the placement of the driveway accessing the Loop 250 service drive shall be approved by the Texas Department of Transportation.
6. That the air conditioners and dumpsters shall be appropriately screened.
7. That a drainage plan must be submitted and approved with the associated plat.
8. That City of Midland Ordinance No. 8318 is hereby amended by this ordinance.

SECTION THREE. 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 FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. 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 SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
January 17, 2012**

Z-11-059 - Hold a public hearing and consider a request by **Western International** for a *zone change* from PD, Planned District for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the northwest corner of the intersection of N. Loop 250 and Deauville Boulevard.)

Applicant Eric West, of Parkhill Smith and Cooper, 1700 W. Wall Street, Midland, Texas, representing the applicant, stated the item is a proposed Hilton Garden Inn which he feels is not only appropriate but has been seen to be very successful in terms of location. He addressed the issue that the client has indicated they will not be using city solid waste pick up and wanted to clarify with staff if that was needed.

Mr. VanDyne stated it is not a requirement for the City if they want to use their own contractors and Item H would be eliminated.

Mr. VanDyne explained the plan is for a four-story hotel that is set to be 62 feet in height. He stated the area is a zoned Plan District for a Shopping Center subject to LR-2 regulations, which does permit the hotel but not the two and half story in height. A new height restriction of a 62-foot height maximum and a new site plan would have to be adopted. Staff recommends approval subject to Conditions A-I striking Condition H.

Chairman Ferguson opened the public hearing and there being no one wishing to speak in favor or in opposition to the item, closed the public hearing.

Following discussion, a motion for approval, subject to Conditions A-I striking Condition H, was made by Commissioner Watkins; seconded by Commissioner Lanning. The motion carried by the following vote: AYE: Ferguson, Gatten, Lanning, Wolf, Watkins, Wilton, Norris and Carrillo. NAY: None. ABSTAIN: None. ABSENT: Woodruff and York

Case Number: Z-11-059

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Western International 972-934-8699 CFisher@wirllp.com
Applicant Name (Phone/e-mail)

13647 Montfort Drive Dallas, Texas 75240
Address Zip Code

SBC, LP 432-522-2040
Property Owner Name (Phone/e-mail)

1811 Heritage Blvd., #100 Midland, Texas 79707
Address Zip Code

Parkhill Smith and Cooper, Inc. 432-697-1447 Eoliver@team-psc.com
Representative Name (Phone/e-mail)

1700 W. Wall, Suite 100 Midland, Texas 79701
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. Being a plat of a 4.16 acre portion of Section 37 Block 40, T-1-S T&P RR Co. Survey, Midland County, Texas

PRESENT ZONE: PDSC REQUESTED ZONE: Amended PD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To accommodate the future needs of development on the property

Present Use of Property: Undeveloped land

Proposed Use of Property: Future site of Hilton Garden Inn Hotel

How will zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation: None

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes X No
(Not at this time)

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: X
 Site Plan in digital format .pdf and .jpg: X

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

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

Eric L. West, P.E. who, being by me duly sworn, upon oath says: That (s)he is authorized by SBC, LP, 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.

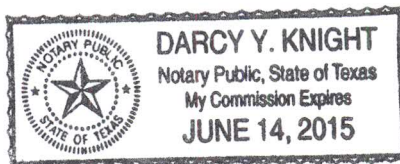
Eric L. West

Authorized Agent (signature)

Subscribed and sworn to before me, this 29th day of November, 20 11, to certify which witness my hand and seal of office.

Darcy Y. Knight
 NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>KV</u>	Date: <u>12/2/11</u>
Assigned: <u>KV</u>	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner.****

PLANNING AND ZONING COMMISSION

January 17, 2012

CASE: Z-11-059, Western International.

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District.

APPLICANT/OWNER: SBC, L.P.

LEGAL DESCRIPTION: A 4.16 Acre Tract of Land out Section 37, Block 40, T-1-S T&P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of Deauville Blvd and Loop 250.

CURRENT ZONING: PDSC, Planned District for a Shopping Center.

ASSOCIATED CASES: Z-05-007

DETAILS OF REQUEST:

1. Western International plans to construct a 4-story hotel at this location which is currently zoned a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District. While a hotel is permitted in the LR-2 District, the maximum permitted height is two and one-half stories; therefore the height regulation and site plan must be amended. The request to amend this planned district was also accompanied by a proposed sketch plan to plat this property. As no public improvements are required, the Final Plat for this property qualifies for administrative approval.

SURROUNDING ZONING AND LAND USE:

2. This property is bounded on the south by Deauville Blvd., which is a collector street, and on the east by Loop 250, with its service drive frontage owned by TxDOT. The immediate surrounding area is also zoned a PD, Planned District for a Shopping Center with the exception of the city-owned Scharbauer Sports Complex to the south which is zoned a PD, Planned District for a Recreation Center. Sam's Club is to the northwest, while the construction of a new hotel to the west is nearing completion and the property immediately north is undeveloped. Across Loop 250 to the east is a C-3, Commercial District.

ANALYSIS:

3. The building is shown to have a ground floor footprint of 36,465 square feet in total. The area provided for landscaping and the number of parking spaces provided is adequate for the lot size and a 157 room hotel. The height of the building is 62 feet which is greater than what is currently allowed under the existing Planned District, but is within the contextual fit of the other neighboring hotels. The site provides adequate driveways for ingress and egress as shown. Building materials are decorative as noted on the Building Elevations (Exhibit – C). The site plan provides for a maximum building envelop with identified minimum setbacks. The conference center provides a tiered approach to the building's height along the Loop 250 frontage, while the canopied entry softens the southern façade on the Deauville Blvd. frontage. Staff finds the proposed hotel to be a complementary use near the stadiums and logical fit with other hotels in this high-growth area.

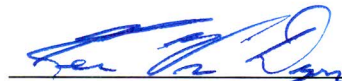
STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District, subject to the following conditions:

- A. That the new construction is consistent with the Site Plan (Exhibit A) and Building Elevations (Exhibits B & C) and Rendering (Exhibit D);
- B. That the maximum height of the office building shall not exceed 62 feet;
- C. That the landscaping shall conform to City regulations in place at the time of development;
- D. That the placement of driveways accessing public streets shall be approved by the City;
- E. That the placement of the driveway accessing the Loop 250 service drive shall be approved by TxDOT;
- F. That the air conditioners and dumpsters shall be appropriately screened;
- G. That a drainage plan must be submitted and approved with the associated plat;
- H. That a blanket refuse easement is granted to the city;

I. That Ordinance 8318 is amended by this action.

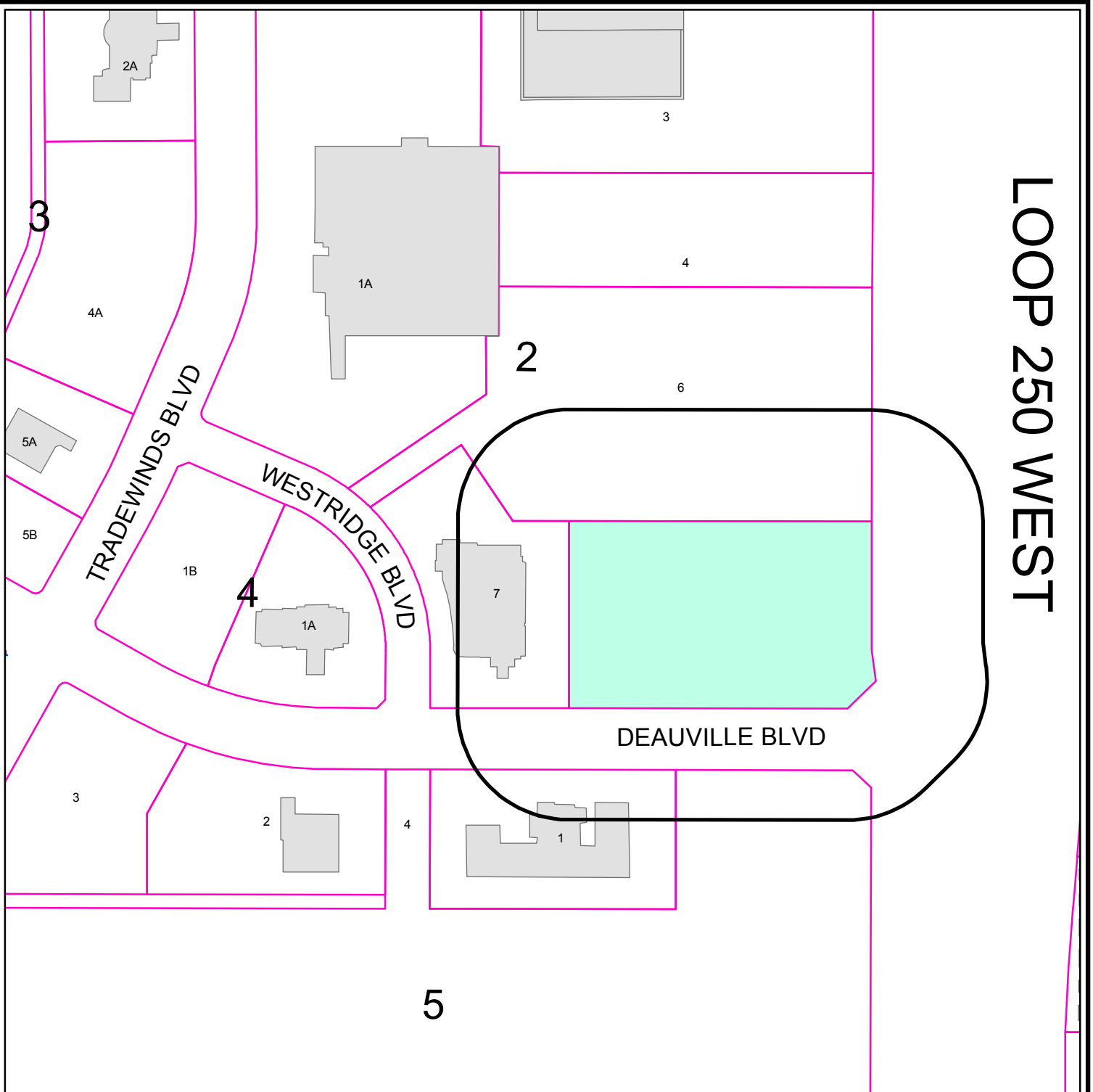

Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Site Plan – Exhibit A
Elevations – Exhibits B & C
Rendering – Exhibit D
Maps

LOOP 250 WEST



PROPERTY OWNER NOTIFICATION MAP

Z - 11 - 059

Scale: 1" = 250'

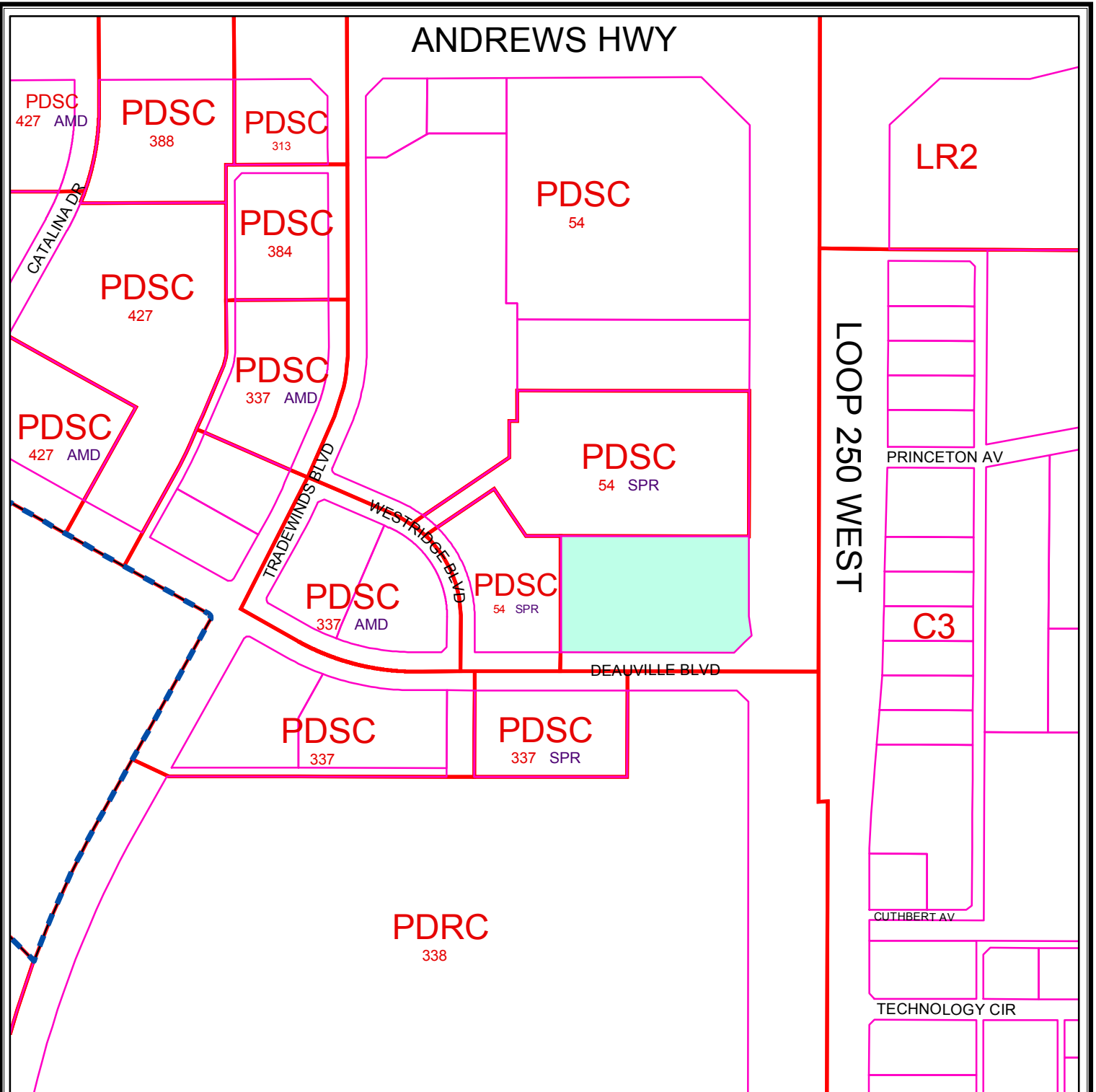
Consider a request for a zone change from PD, Planned Districts for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS



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ZONING MAP

Z - 11 - 059

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned Districts for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

ZONING

CITY LIMITS

CITY PARCELS

COUNTY PARCELS

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
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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LOT 6

2

Frontage Road (One Way)

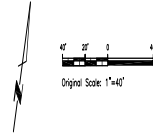
PLANNED DISTRICT SITE PLAN

WESTRIDGE PARK ADDITION

SECTION 20

Lot 8

Block 2



PD Site Plan:
Submitted to City of Midland P&Z
on December 2, 2011.

NOTES:

- BUILDING FOOTPRINT, PARKING AND LANDSCAPING SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL SITE DESIGNS TO BE REVIEWED BY THE CITY OF MIDLAND PRIOR TO ISSUING BUILDING PERMITS.
- SHADED AREAS DENOTED BY [Pattern] TO BE PAVED OR OTHER DRIVING SURFACE.
- SHADED AREAS DENOTED BY [Pattern] TO BE CONCRETE.
- SHADED AREAS DENOTED BY [Pattern] TO BE IRRIGATED & LANDSCAPED INCLUDING TREES, GRASS OR SHRUBS - WHICH MAY BE ENHANCED BY OTHER LANDSCAPE MATERIALS.
- SHADED AREAS DENOTED BY [Pattern] TO BE IRRIGATED GRASS AND GROUND COVER.
- SHADED AREAS DENOTED BY [Pattern] ARE BUILDINGS.
- SHADED AREAS DENOTED BY [Pattern] ARE SCREEN WALLS.
- AREAS DENOTED BY [Pattern] ARE FIRE LANES.
- LANDSCAPED AREA (NOT INCLUDING R.O.W.S) WILL BE A MINIMUM OF 10% OF TOTAL LOT AREA, LESS THE BUILDING AREA.
- EXTERIOR BUILDING MATERIALS SHALL BE DECORATIVE OR PAINTED CMU, FACE BRICK, PRECAST CONCRETE, TILT-WALL, STUCCO, GLAZING OR SIMILAR CONSTRUCTION.
- ROOF MATERIALS MAY INCLUDE COMPOSITE, BUILT-UP OR STANDING SEAM METAL ROOF.
- ALL SIGNS SHALL BE IN CONFORMANCE WITH SECTION 11-7a OF THE MIDLAND CITY CODE.
- ALL EXTERIOR LIGHTING SHALL ADHERE TO THE STANDARDS OUTLINED IN SECTION 11-10 OF THE MIDLAND CITY CODE.
- HVAC UNITS WILL BE ROOF MOUNTED AND SURROUNDED BY A SCREEN WALL.

SITE DATA

SITE AREA	182,080 SF ±
BUILDING AREA (Foot Print)	36,465 SF ±
BUILDING AREA (Total Floor Space)	94,200 SF ±
LANDSCAPE AREA REQUIRED	14,570 SF ±
LANDSCAPED AREA SHOWN	43,435 SF ±
TREES REQUIRED-(3" Cal. Min.)	42
PARKING SPACES REQUIRED	220
PARKING SPACES PLANNED	220
H.C. PARKING SPACES REQUIRED	7
H.C. PARKING SPACES SHOWN	8

DEAUVILLE BLVD

LOOP 250

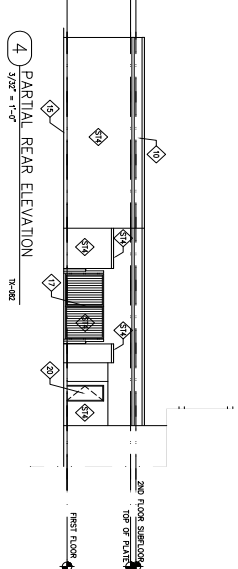
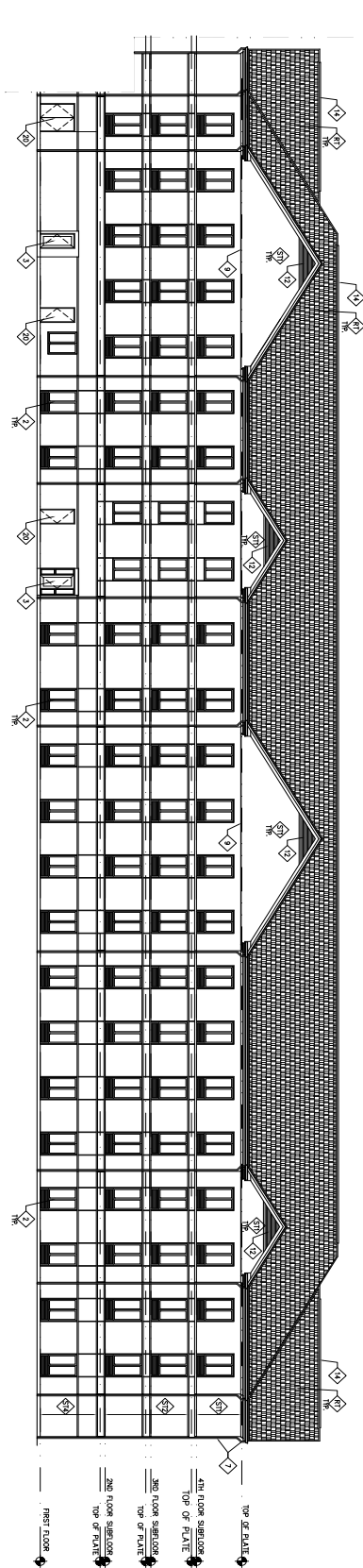
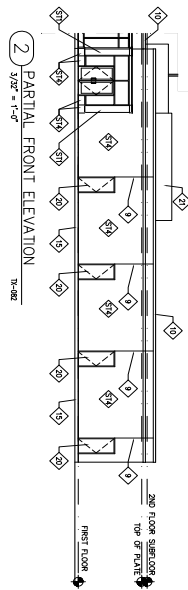
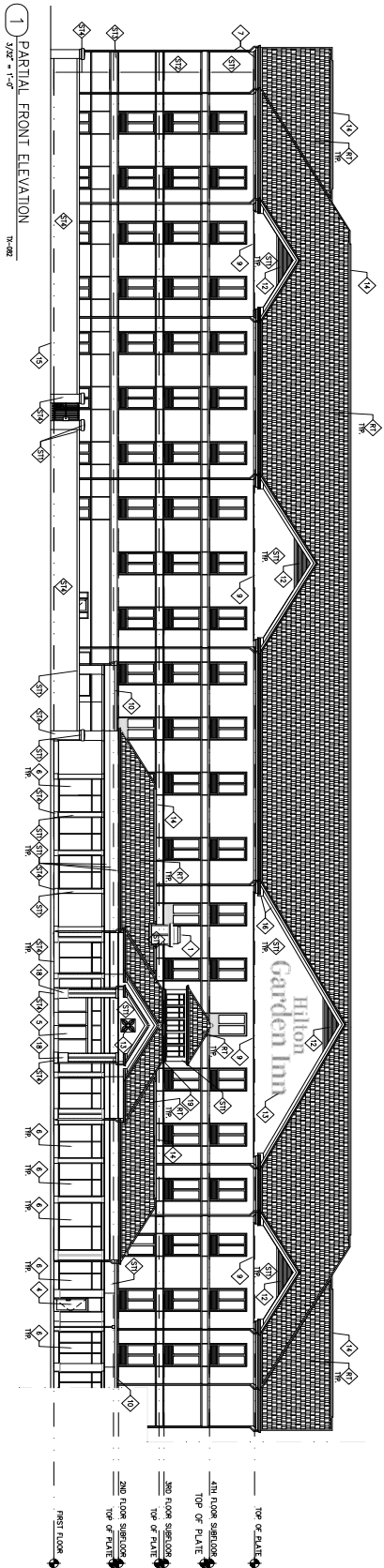
WESTRIDGE PARK ADDITION
SECTION 6

Lot 1

5

WESTRIDGE PARK
ADDITION

SECTION 20



Hilton Garden Inn- Midland, TX



RECEIVED

DEC 2 2011

CITY PLANNING DIVISION OFFICE



affiliation with



JRK Design, Inc.

Hilton Garden Inn

WESTERN INTERNATIONAL
EXHIBIT D

PD ZONING FOR WESTRIDGE PARK, SECTION 20

LEGAL DESCRIPTION FOR A 6.68 ACRE TRACT LOCATED IN SECTION 37, BLOCK 40, T-1-S, T.&P. RR. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap marked "PLS 1974" found on the West right-of-way line of Loop 250 West at the Southeast corner of Lot 6, Block 2, Westridge Park Addition, Section 11 as recorded in Cabinet "G", Page 159, Plat Records of Midland County, Texas and the Northeast corner of a 4.18 Acre Tract previously surveyed and a point on the North line of this tract, from whence the Northeast corner of said Section 37, bears N14°24'10"W, a distance of 1577.78 feet and N75°35'50"E, a distance of 321.07 feet;

THENCE N75°35'50"E with the projection of the South line of said Lot 6, Block 2, a distance of 200.00 feet to a point on the centerline of Loop 250 West and the Northeast corner of this tract;

THENCE S14°24'10"E with said centerline line of Loop 250 West, a distance of 391.42 feet to a point on the intersection of said Loop 250 West and the projected centerline of Deauville Boulevard and the Southeast corner of this tract;

THENCE S75°35'50"W with the centerline of Deauville Boulevard, a distance of 743.91 feet to the Southwest corner of this tract;

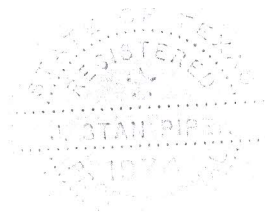
THENCE N14°24'10"W, at 55.00 feet pass a 1/2" iron rod with plastic cap marked "PLS 1974" found at the Southeast corner of Lot 7, Block 2, Westridge Park Addition, Section 17 as recorded in Cabinet "I", Page 86, Plat Records of Midland County, Texas, continuing with the East line of said Lot 7, Block 2, for a total distance of 391.42 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" found at the Northeast corner of said Lot 7, Block 2 and the Northwest corner of this tract;

THENCE N75°35'50"E with the South line of said Lot 6, Block 2, a distance of 543.91 feet to the **PLACE OF BEGINNING**. (Tract contains 291,180 square feet or 6.68 acres of land.)

Bearings are relative to Westridge Park Addition, Section 11, as recorded in Cabinet "G", Page 159, Plat Records of Midland County, Texas.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on various dates to June 30, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974
December 20, 2011



Prepared for:
Parkhill, Smith, and Cooper, Inc.
1700 W. Wall Street, Suite 100
Midland, TX 79701

EXHIBIT E PIPER SURVEYING BOX 60432; MIDLAND, TX 79711; (432) 550-7810

CASE NO. 2-11-059

30.18



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-061, Daniel Dirlam.

Purpose:

Hold a public hearing at approximately 10:33 a.m. and consider an ordinance on a request by Daniel Dirlam for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Daniel Dirlam/ASC Transport plans to develop this recently platted 2.24 acre lot with a commercial storage facility for individuals. The current zoning does not permit this use; therefore the applicant is seeking to rezone this property from LR-2, Local Retail District, to the C-3, Commercial District. The proposed land use as a storage facility would provide a buffer between Midland Drive and the more intensive land uses eastward. There is still vacant land available in the area for local retail; this rezoning would not cause any foreseeable future zoning constraints. Staff concurs with the Planning & Zoning Commission in recommending approval of this request for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.

Attachments:

Application
Maps
January 17, 2012 Planning & Zoning Commission Staff Report
Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 12A, BLOCK 1, JESSE ANNE VILLAGE, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A C-3, COMMERCIAL DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH MIDLAND DRIVE, APPROXIMATELY 550 FEET NORTH OF WEST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, 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 the creation of a C-3, Commercial District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-2, Local Retail District, and it shall be used as a C-3, Commercial District, said property being described as follows:

Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

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., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
January 17, 2012**

Z-11-061 - Hold a public hearing and consider a request by **Daniel Dirlam** for a *zone change* from LR-2, Local Retail District to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas. (Generally located at the east side of S. Midland Drive, approximately 550 feet north of W. Wall Street.)

The applicant Daniel Dirlam, Aztec Storage Center, 500 S. Midland Dr., Midland, Texas stated his proposal was to build a self-storage facility. He states the property is currently zoned LR-2 District but does not believe local retail will work in the area. He states nothing has ever been built and believes it is because there is not a high enough traffic area. He believes this will be a great place to build a self-storage center.

Senior Planner Ken VanDyne explained the area around the applicant's property does have a number of open areas currently undeveloped and believes the applicants rezoning request to accommodate a storage facility will make productive use of this vacant lot. Staff recommends approval for zone change from the LR-2 District to the C-3 District.

Chairman Ferguson opened the public hearing.

Chet Grey, expressed concern regarding the drainage and flooding issues on Midland Drive and does not believe a storage facility is the best thing for that location.

Byron Fender expressed interest in knowing what types of materials were going to be used on the building. He also stated the flooding is the issue with the City and believes the City and County need to work together to clean out the drainage ditches.

Mr. Dirlam stated he plans use brick and stucco. He also stated there is a 20 foot drainage ditch that will allow water to drain into the road and does not believe drainage will be a problem.

Chairman Ferguson asked for anyone else wishing to speak and there being no one else wishing to speak in favor or in opposition to the item, closed the public hearing.

Following a brief discussion, a motion for approval was made by Commissioner Watkins; seconded by Commissioner Wilton. The motion carried by the following vote: AYE: Ferguson, Gatten, Lanning, Wolf, Watkins, Wilton, Norris and Carrillo. NAY: None. ABSTAIN: None. ABSENT: Woodruff and York

PLANNING AND ZONING COMMISSION

January 17, 2012

CASE: Z-11-061.

REQUEST: Hold a public hearing and consider a request for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.

APPLICANT/OWNER: Daniel Dirlam/ASC Transport.

LEGAL DESCRIPTION: Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

LOCATION: Generally located on the east side of S. Midland Drive, approximately 550 feet north of W. Wall Street.

CURRENT ZONING: LR-2, Local Retail District.

DETAILS OF REQUEST:

1. The applicant plans to develop this recently platted 2.24 acre lot with a commercial storage facility. The current zoning does not permit this use; therefore the applicant is seeking to rezone this property from LR-2, Local Retail District, to the C-3, Commercial District that does permit this use.

SURROUNDING ZONING AND LAND USE:

2. This property has frontage along S. Midland Drive and is bounded on the south and east by a large C-3, Commercial District. To the north is LR-2, Local Retail District, with an IP-1, Industrial Park District to the northeast. Across Midland Drive, to the west, is a PD, Planned District for a Shopping Center, with just a few lots developed. The large Clarion Hotel is just to the southeast of this property.

ANALYSIS:

3. The applicant's request to rezone this property to accommodate the use as a storage facility would make productive use of this vacant tract of land. As there is still vacant land available in the area for local retail, this rezoning would not cause any foreseeable future zoning constraints. Further, the proposed land use as a storage facility would provide a buffer between Midland Drive and the more intensive land uses eastward. Staff recommends approval of this zone change in order to accommodate the use and development of the property with a storage facility.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Maps

Case Number: Z-11-061

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Daniel Dirlam (432) 352-3953 / drdir1am@hotmail.com
Applicant Name (Phone/e-mail)

4400 A Thomas on Drive Midland, TX 79703
Address Zip Code

ASC Transport (432) 352-3953 / drdir1am@hotmail.com
Property Owner Name (Phone/e-mail)

P.O. Box 61364 Midland, TX 79711
Address Zip Code

N/A
Representative Name (Phone/e-mail)

Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately.

1219 / 1225 S. Midland Drive. Property has
been recently replatted from two, to one tract.
Legal description - Lot 12A Block 1 Jesse Anne Village
Section 5

PRESENT ZONE: LR-2 REQUESTED ZONE: C-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Storage Facility

Present Use of Property: Property is vacant land.

Proposed Use of Property: Build a drive up storage facility

How will zone change affect the public health, safety and welfare? Should be an improvement over retail use as storage is quieter with less traffic and serves well as a buffer between commercial and residential use

Describe how conditions affecting the property have changed since present zoning designation:
There is a lot of C-3 zoned property surrounding this property.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): Dylan for ASC Transport Date: 12/9/11

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 _____, 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.

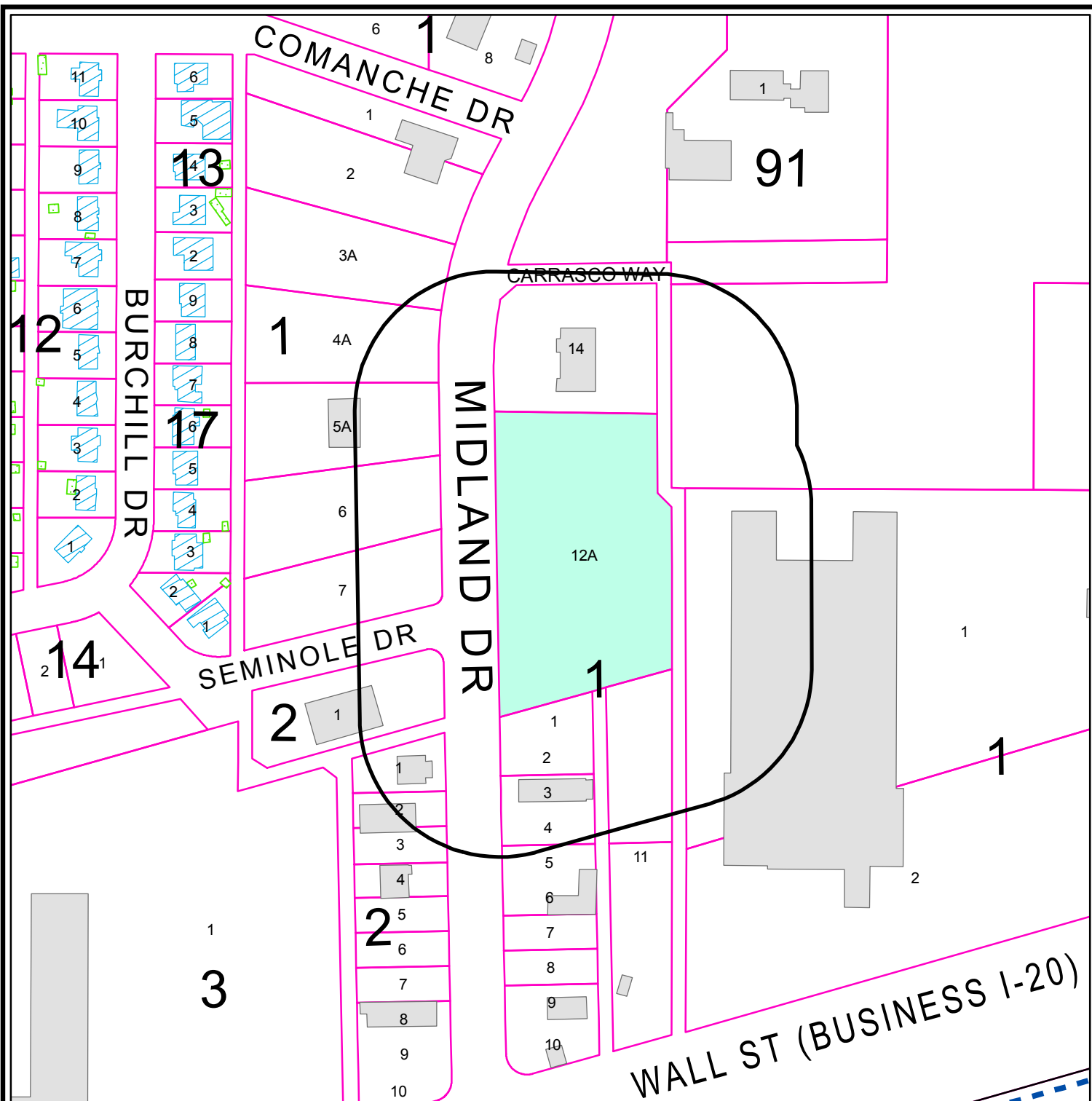
Authorized Agent (signature)

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	
Rec'd By: <u>Bm</u>	Date: <u>12/9/11</u>
Assigned: <u>KV</u>	
For: <u>P+2</u>	On: <u>1/3/12</u>

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 11 - 061

Scale: 1" = 200'

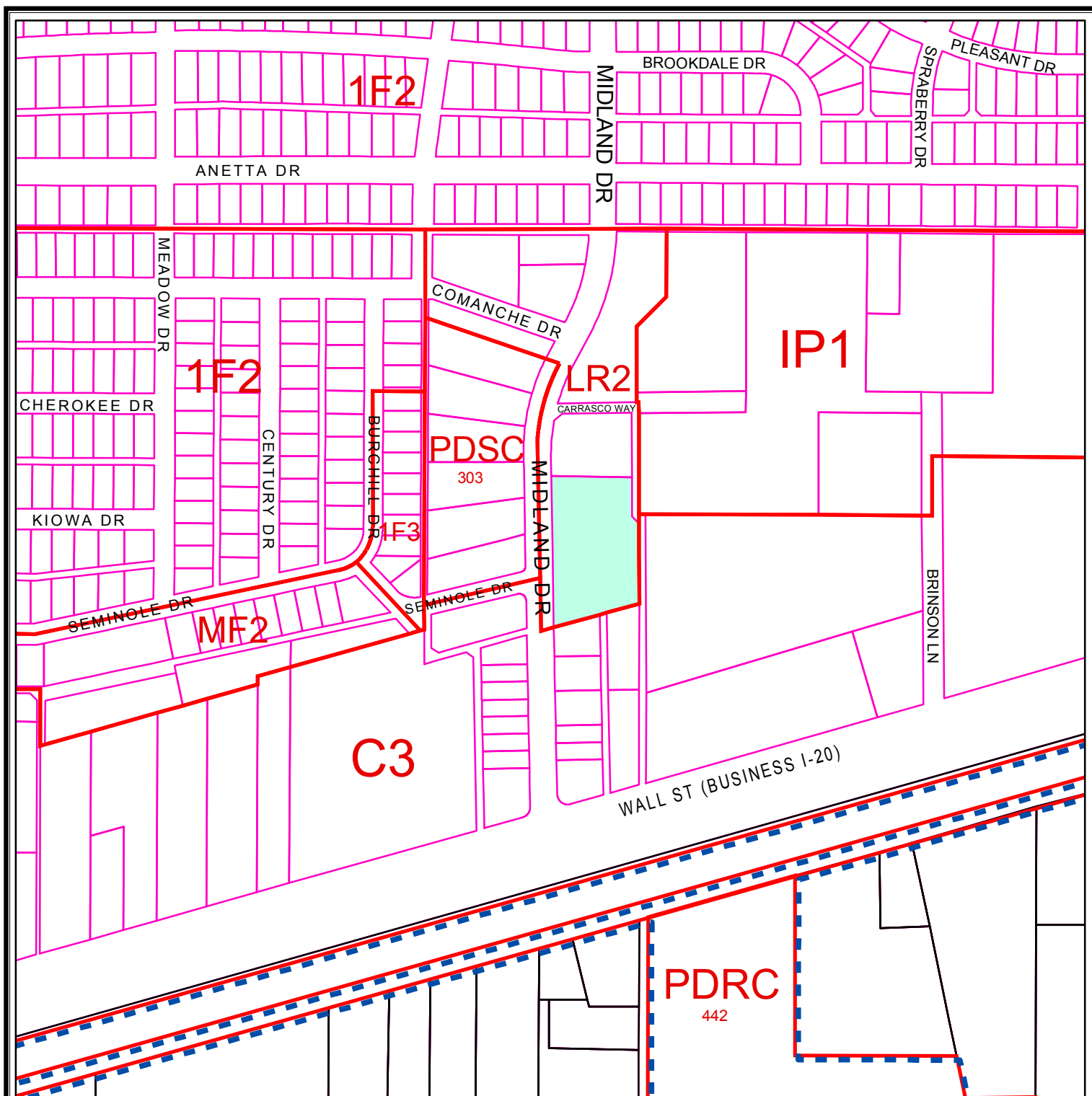
Consider a request for a zone change from LR-2 Local Retail District, to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 11 - 061

Scale: 1" = 400'

Consider a request for a zone change from LR-2 Local Retail District, to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

LEGEND

ZONING

CITY LIMITS

CITY PARCELS

COUNTY PARCELS

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
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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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-12-003, Jeffery Benson.

Purpose:

Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Jeffery Benson for a zone change from LR-3, Local Retail District to a Planned District for a Shopping Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Jeffery Benson is planning to construct Cinergy Cinemas' movie theater and family entertainment complex near the northeast corner of the intersection of Business I-20 and Liberty Drive. The current zoning supports the proposed use, but not the proposed maximum building height of just over 51 feet. Rezoning the property to a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District, provides for defining the development with a site plan and adopting a height beyond the permitted two and one-half stories. This greater height accommodates the building's decorative façade and its large movie screens. The building's highest point will be located several hundred feet back from any of the adjacent roads to provide a reduced sense of scale. Inside the building, this height will accommodate 11 separate movie auditoriums and a large recreation space with a suspended rope course, arcade area, and other family entertainment.

Parking requirements for the theater's 1,649 movie seating capacity per city regulations was more than adequately met with 413 parking spaces (Exhibit A). However, the uniqueness of the theater plus additional recreation activities proves difficult to predict and attribute a fixed parking ratio without a comparable business model. In an effort to minimize any potential parking issues, staff worked with the developer by presenting an agreement to provide 465 paved parking spaces (Exhibit – A) with an accommodation to handle any peak overflow parking on-site in a semi-improved lot (which has the capacity for another 109 vehicles), if needed, for the first 180 days of operations. This option to arrange for on-site overflow parking addresses the anticipated surge in demand for parking with the new business. It also permits the developer and the city to gauge the need for fully improved additional parking beyond this opening business peak.

Staff concurs with the Planning & Zoning Commission that rezoning this property from LR-3, Local Retail District, to a Planned District for a Shopping Center subject to development in accordance with Exhibits A – D.

Attachments:

Maps

February 6, 2012 Planning & Zoning Commission Staff Report

Exhibit A – Site Plan

Exhibit B & C – Elevations

Exhibit D – Rendering

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-4, BLOCK 2, GATEWAY PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-3, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF BUSINESS INTERSTATE 20 AND LIBERTY DRIVE); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT 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, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, 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 the creation of a Planned District for a Shopping Center, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-3, Local Retail District, and it shall be used as a Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lots 1-4, Block 2, Gateway Plaza, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the development of said property shall conform to the regulations of the LR-2, Local Retail District, except where otherwise stated herein.
2. That the new construction shall be consistent with the Site Plan (Exhibit "A"), the Structure Elevations (Exhibits "B" and "C"), and the Theater Rendering (Exhibit "D"). Said Exhibits are attached hereto and incorporated herein.
3. That the maximum height of the building or decorative projections shall not exceed 52 feet.
4. That the landscaping shall conform to City regulations in place at the time of development.
5. That the paved parking lot shall initially include a minimum of 465 parking sites.
6. That the indicated overflow parking area shall be compacted material, maintained for dust control and accessed only from the internal drive with no ingress/egress directly to Liberty Drive.
7. That a pipe rail/fencing barricade or similar structure shall be installed between the overflow parking area and the City of Midland detention basin.
8. That the overflow lot shall be closed to theater vehicle traffic or paved (in or whole or in part) for the continued use as a paved parking lot within 180 days after the commencement of business operations.
9. That the sidewalk adjacent to the paved parking lot area shall be constructed to City of Midland standards; the sidewalk shall be completed adjacent to the overflow lot at such time as this area is developed.
10. That the parking lot configuration shall be considered illustrative, provided that parking space counts are not reduced and required drive aisle widths comply with City of Midland regulations.
11. That the dumpsters and any ground-based mechanical equipment shall be screened in accordance with City of Midland regulations.
12. That all signage shall be in compliance with the City of Midland sign code.
13. That a drainage plan must be submitted and approved.
14. That, with the exception of paving the overflow parking area, any future changes to the site plan (such as the addition of future theater screens) will require an amendment to the planned district in the same manner as a zone change.

15. That City of Midland Ordinance No. 8694 is amended by this ordinance.

SECTION THREE. 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 FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. 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 SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PLANNING AND ZONING COMMISSION

February 6, 2012

CASE: Z-12-003.

REQUEST: Hold a public hearing and consider a request for a zone change from LR-3, Local Retail District, to a PD, Planned District for a Shopping Center.

APPLICANT/OWNER: Jeffery Benson.

LEGAL DESCRIPTION: Lots 1-4, Block 2, Gateway Plaza, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of Business I-20 and Liberty Drive.

CURRENT ZONING: LR-3, Local Retail District.

ASSOCIATED CASES: Z-08-033.

DETAILS OF REQUEST:

1. The applicant plans to develop this vacant land with a movie theater and family entertainment complex. The property is currently zoned LR-3, Local Retail District, which would accommodate the proposed use, but not the maximum building height. Rezoning the property to a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District, provides for defining the development with a site plan and adopting a height beyond the permitted two and one-half stories.

SURROUNDING ZONING AND LAND USE:

2. This property is bounded on the north by Starboard Drive, on the west by Liberty Drive, and Business I-20 and the Loop 250 Exit Ramp to the south and southeast, respectively. Neighboring zoning is Local Retail with LR-3 to both the east and west and LR-2 to the north, all of which is currently undeveloped. A Planned District for a Housing Development lies to the north with a 96-unit apartment complex nearing completion. Across Business I-20 is a fully-developed IP-3, Industrial Park District.

SITE PLAN/ANALYSIS:

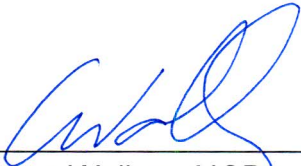
3. The building is shown to have a ground floor footprint of 42,459 square feet with a maximum height of just over 51 feet. This height is greater than what is currently allowed under the LR-2, Local Retail District, regulations which permits up to 2 ½ stories. The greater height is requested for the decorative, architectural projection on the building's front facade and to accommodate the size of the large movie screens (Exhibit – B). The greater height is typical for a movie theater use and the building's highest point will be located several hundred feet back from any of the adjacent roads to provide a reduced sense of scale. The building design will be tilt-wall panels of concrete/stucco material painted in alternating light-tone and neutral colors to avoid a solid, blank wall face on the non-entry sides. Ingress and egress to the property will be through two drives; one on Liberty Drive and the other on Starboard Drive. The theater itself is designed to seat 1649 patrons distributed among the 11 separate auditoriums. City code parking requirements call for 413 parking spaces to address this capacity for a movie theater. This venue also includes such activities as an arcade, mini-bowling, a rope course and a laser maze that are more difficult to assign a fixed parking ratio without a comparable business model. The result of staff working with the developer was a requirement for 465 paved parking sites (Exhibit – A) with an accommodation to handle any peak overflow parking on-site in a semi-improved lot (which has the capacity for another 105 vehicles), if needed, for the first 180 days of operations. This option to arrange for on-site overflow parking addresses the anticipated surge in demand for parking with the new business to minimize any potential parking code issues. It also permits the developer and the city to gauge the need for fully improved additional parking beyond this opening business peak. Landscaping coverage for the lot is more than adequate with the final tree count to meet city code.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from LR-3 to a PD, Planned District for a Shopping Center, subject to the following conditions:

- A. That the development of this planned district, except where expressly noted otherwise, shall comply with LR-2, Local Retail District zoning regulations;
- B. That the new construction is consistent with the Site Plan (Exhibit A), Structure Elevations (Exhibits B & C), and Theater Rendering (Exhibit D);
- C. That the maximum height of the theater building shall not exceed 52 feet;
- D. That the landscaping shall conform to City regulations in place at the time of development;

- E. That access to the overflow parking area shall be compacted material, maintained for dust control and accessed only from the internal drive;
- F. That the overflow lot shall be closed to theater vehicle traffic or paved (in whole or in part) for the continued use as a paved parking lot after 180 days of initial business operations;
- G. That dumpsters and any ground-based mechanical equipment shall be screened in accordance with city regulations;
- H. That all signage shall be in compliance with the city sign code;
- I. That a drainage plan must be submitted and approved;
- J. That Ordinance 8694 is amended by this action.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Site Plan – Exhibit A
Elevations – Exhibits B & C
Rendering – Exhibit D
Maps

Case Number: Z-12-003

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Andrew Mellen 432-687-0865
Applicant Name (Phone/e-mail)
110 W. Louisiana Ave 79701
Address Zip Code

Jeffrey Benson 214-750-6607
Property Owner Name (Phone/e-mail)
11311 N. Central Expwy., Suite 336 Dallas Tx 75243
Address Zip Code

Andrew Mellen 432-687-0865
Representative Name (Phone/e-mail)
110 W. Louisiana Ave 79701
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. X

PRESENT ZONE: LR-3 REQUESTED ZONE: PDSC
(List by tracts if more than one district is requested)
Reason for Zone Change Request: Building Height Restrictions

Present Use of Property: Raw Land

Proposed Use of Property: Movie Theatre, Arcade, Entertainment

How will zone change affect the public health, safety and welfare? Provide more Entertainment

Describe how conditions affecting the property have changed since present zoning designation:
None

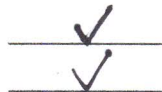
Is a Specific Use Permit with Term for alcoholic beverages sales needed? X Yes ___ No

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan:

Site Plan in digital format .pdf and .jpg:



SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Andrew Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Jeffrey Benson, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen

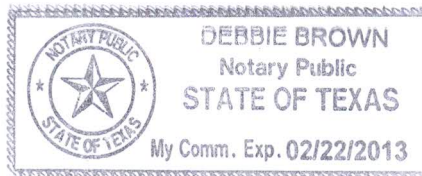
Authorized Agent (signature)

Subscribed and sworn to before me, this 6th day of January, 20 12, to certify which witness my hand and seal of office.

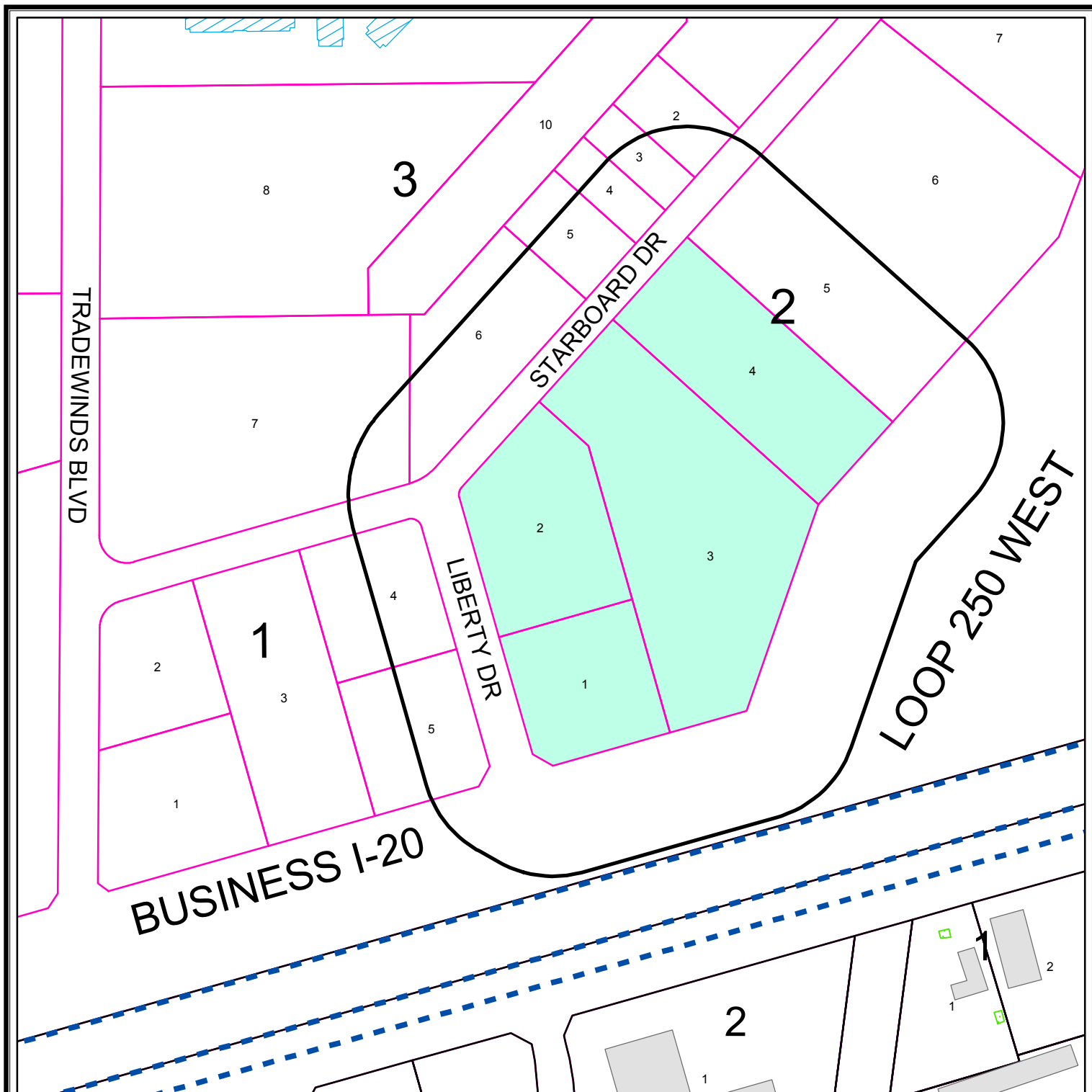
Debbie Brown

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>KV</u>	Date: <u>1/18/12</u>
Assigned: <u>KV</u>	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

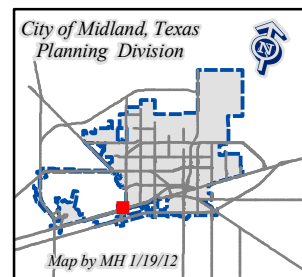
Z - 12 - 003

Scale: 1" = 250'

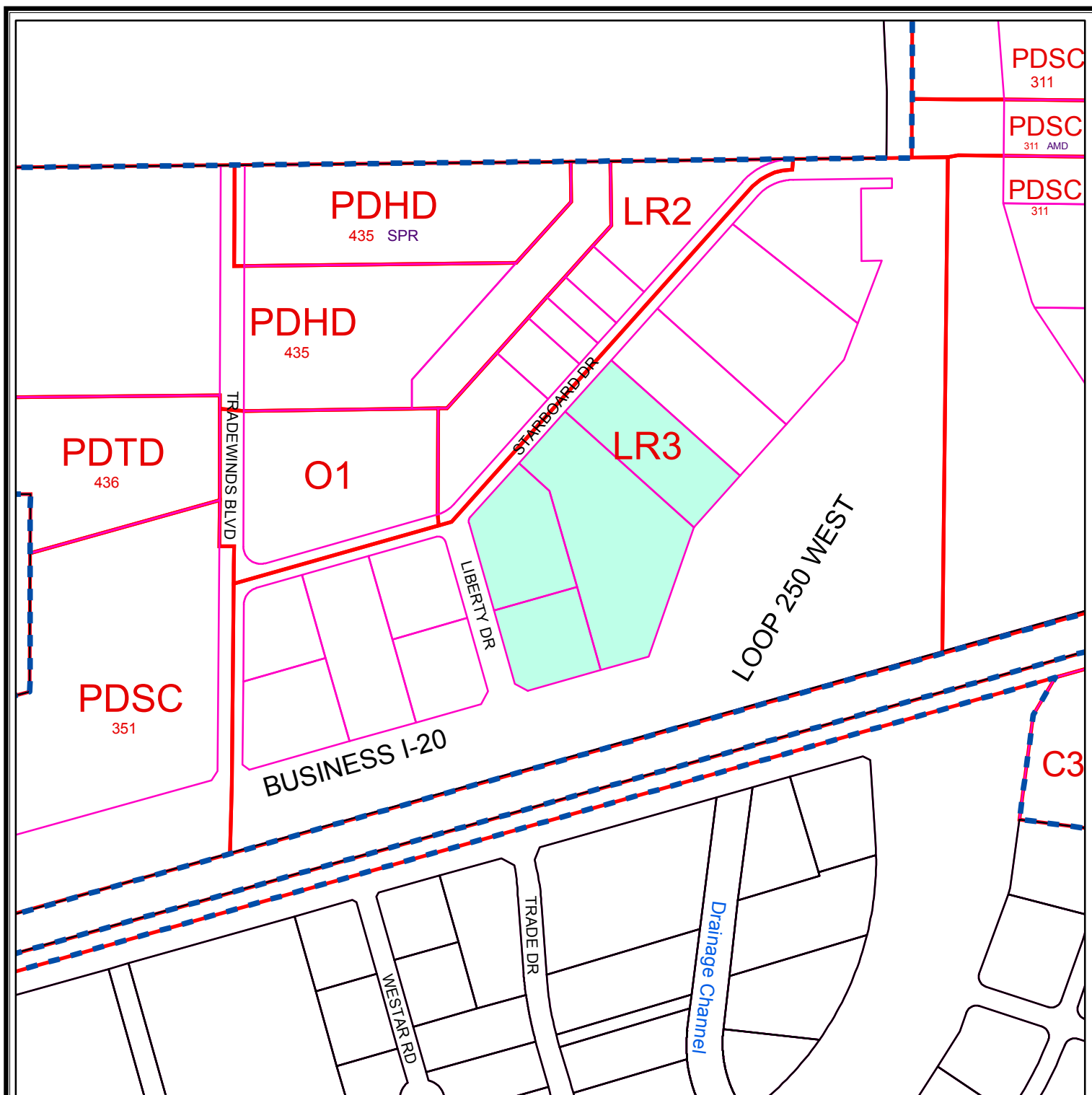
Consider a request for a zone change from LR-3, Local Retail District, to PD, Planned District for a Shopping Center on Lots 1 thru 4, Block 2, Gateway Plaza, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS



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ZONING MAP

Z - 12 - 003

Scale: 1" = 400'

Consider a request for a zone change from LR-3, Local Retail District, to PD, Planned District for a Shopping Center on Lots 1 thru 4, Block 2, Gateway Plaza, City and County of Midland, Texas.

LEGEND

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

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
IF1, IF2, IF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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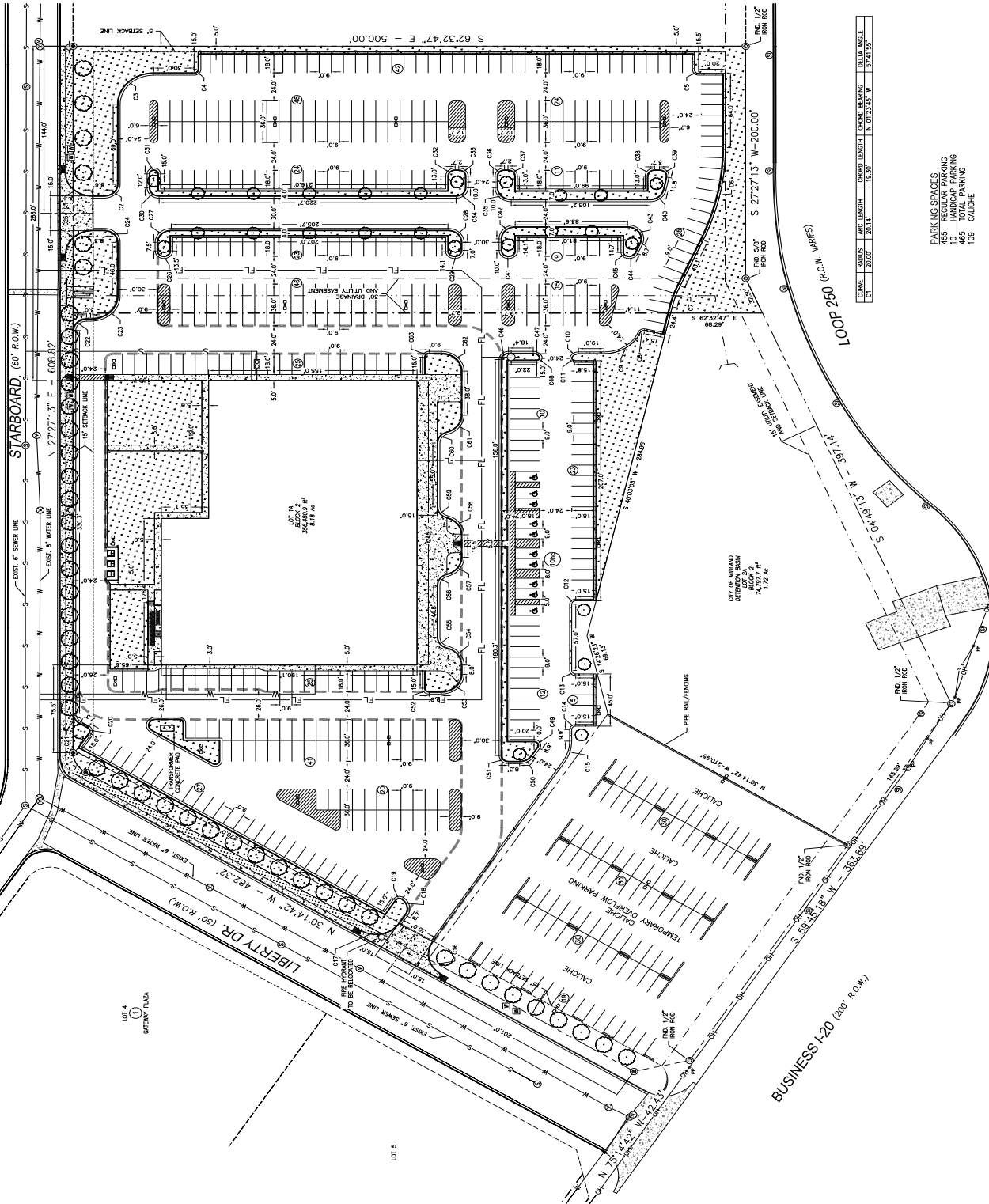




LEGEND

- DENOTES 1/2" HIGH IRON ROD W/ PAD
- DENOTES 1/2" HIGH IRON ROD W/ PAD
- DENOTES FOUND MONUMENT AS NOTED
- DENOTES WATER METER
- DENOTES WATER VALVE
- DENOTES FIRE HYDRANT
- DENOTES SEWER MANHOLE
- DENOTES POWER POLE
- DENOTES GUY ANCHOR
- DENOTES FIBER OPTIC CABLE SON
- DENOTES SIGN
- DENOTES OVERHEAD ELECTRIC LINE
- DENOTES WATER LINE
- DENOTES SEWER LINE
- DENOTES CONCRETE
- DENOTES PROPERTY LINE
- DENOTES PROPOSED IN-SITE LANDSCAPE
- DENOTES PROPOSED OFF-SITE LANDSCAPE
- DENOTES PROPOSED CONCRETE
- DENOTES PROPOSED PARKING STRIP
- DENOTES PROPOSED FIRE LINE - DIMENSION PER PLAN
- DENOTES PROPOSED CURB & GUTTER
- DENOTES PROPOSED WATER SERVICE LINE
- DENOTES PROPOSED SEWER SERVICE LINE
- DENOTES PROPOSED FIRE LINE
- DENOTES PROPOSED STORM DRAIN
- DENOTES PROPOSED FIRE HYDRANT
- DENOTES PROPOSED GROUND EDGE
- DENOTES PROPOSED GROUND TRAP
- DENOTES PROPOSED HEADWALL
- DENOTES PROPOSED PARKING SPACE NUMBERS
- DENOTES PROPOSED TREE
- DENOTES PROPOSED CURB STOP
- DENOTES PROPOSED LIGHT

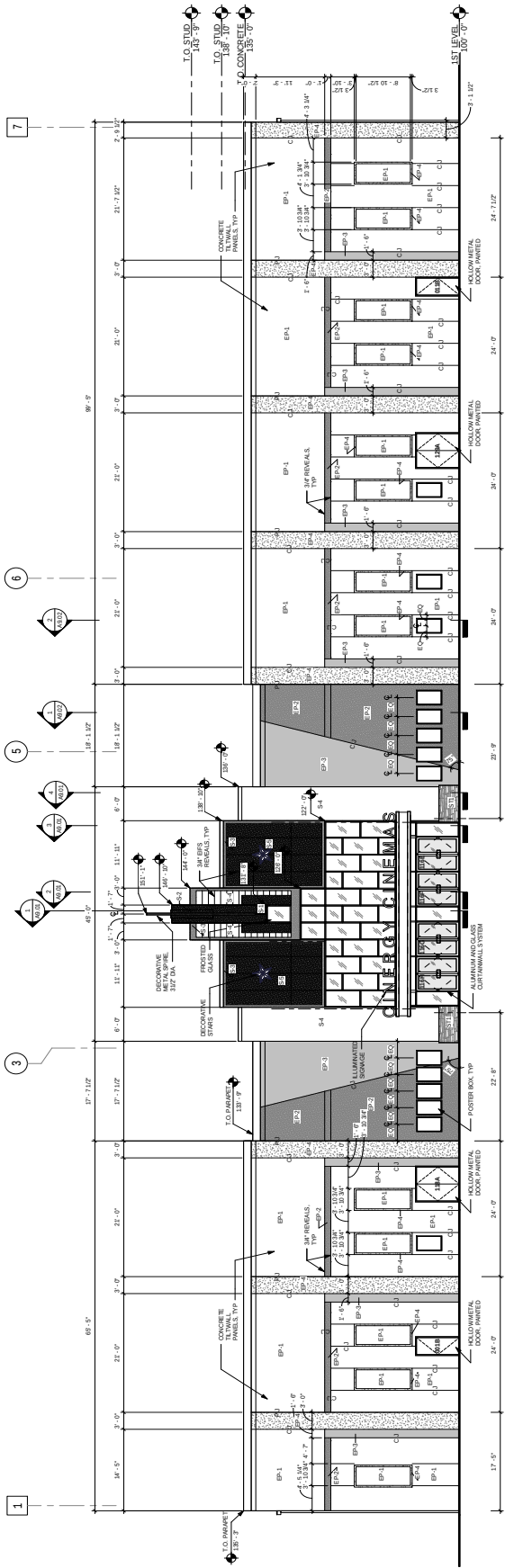
CURVE	ARC LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	S 173.57° E	90.0000°
C2	20.00'	S 173.57° E	90.0000°
C3	20.00'	S 173.57° E	90.0000°
C4	20.00'	S 173.57° E	90.0000°
C5	20.00'	S 173.57° E	90.0000°
C6	20.00'	S 173.57° E	90.0000°
C7	20.00'	S 173.57° E	90.0000°
C8	20.00'	S 173.57° E	90.0000°
C9	20.00'	S 173.57° E	90.0000°
C10	20.00'	S 173.57° E	90.0000°
C11	20.00'	S 173.57° E	90.0000°
C12	20.00'	S 173.57° E	90.0000°
C13	20.00'	S 173.57° E	90.0000°
C14	20.00'	S 173.57° E	90.0000°
C15	20.00'	S 173.57° E	90.0000°
C16	20.00'	S 173.57° E	90.0000°
C17	20.00'	S 173.57° E	90.0000°
C18	20.00'	S 173.57° E	90.0000°
C19	20.00'	S 173.57° E	90.0000°
C20	20.00'	S 173.57° E	90.0000°
C21	20.00'	S 173.57° E	90.0000°
C22	20.00'	S 173.57° E	90.0000°
C23	20.00'	S 173.57° E	90.0000°
C24	20.00'	S 173.57° E	90.0000°
C25	20.00'	S 173.57° E	90.0000°
C26	20.00'	S 173.57° E	90.0000°
C27	20.00'	S 173.57° E	90.0000°
C28	20.00'	S 173.57° E	90.0000°
C29	20.00'	S 173.57° E	90.0000°
C30	20.00'	S 173.57° E	90.0000°
C31	20.00'	S 173.57° E	90.0000°
C32	20.00'	S 173.57° E	90.0000°
C33	20.00'	S 173.57° E	90.0000°
C34	20.00'	S 173.57° E	90.0000°
C35	20.00'	S 173.57° E	90.0000°
C36	20.00'	S 173.57° E	90.0000°
C37	20.00'	S 173.57° E	90.0000°
C38	20.00'	S 173.57° E	90.0000°
C39	20.00'	S 173.57° E	90.0000°
C40	20.00'	S 173.57° E	90.0000°
C41	20.00'	S 173.57° E	90.0000°
C42	20.00'	S 173.57° E	90.0000°
C43	20.00'	S 173.57° E	90.0000°
C44	20.00'	S 173.57° E	90.0000°
C45	20.00'	S 173.57° E	90.0000°
C46	20.00'	S 173.57° E	90.0000°
C47	20.00'	S 173.57° E	90.0000°
C48	20.00'	S 173.57° E	90.0000°
C49	20.00'	S 173.57° E	90.0000°
C50	20.00'	S 173.57° E	90.0000°
C51	20.00'	S 173.57° E	90.0000°
C52	20.00'	S 173.57° E	90.0000°
C53	20.00'	S 173.57° E	90.0000°
C54	20.00'	S 173.57° E	90.0000°
C55	20.00'	S 173.57° E	90.0000°
C56	20.00'	S 173.57° E	90.0000°
C57	20.00'	S 173.57° E	90.0000°
C58	20.00'	S 173.57° E	90.0000°
C59	20.00'	S 173.57° E	90.0000°
C60	20.00'	S 173.57° E	90.0000°
C61	20.00'	S 173.57° E	90.0000°
C62	20.00'	S 173.57° E	90.0000°
C63	20.00'	S 173.57° E	90.0000°
C64	20.00'	S 173.57° E	90.0000°
C65	20.00'	S 173.57° E	90.0000°
C66	20.00'	S 173.57° E	90.0000°
C67	20.00'	S 173.57° E	90.0000°
C68	20.00'	S 173.57° E	90.0000°
C69	20.00'	S 173.57° E	90.0000°
C70	20.00'	S 173.57° E	90.0000°
C71	20.00'	S 173.57° E	90.0000°
C72	20.00'	S 173.57° E	90.0000°
C73	20.00'	S 173.57° E	90.0000°
C74	20.00'	S 173.57° E	90.0000°
C75	20.00'	S 173.57° E	90.0000°
C76	20.00'	S 173.57° E	90.0000°
C77	20.00'	S 173.57° E	90.0000°
C78	20.00'	S 173.57° E	90.0000°
C79	20.00'	S 173.57° E	90.0000°
C80	20.00'	S 173.57° E	90.0000°
C81	20.00'	S 173.57° E	90.0000°
C82	20.00'	S 173.57° E	90.0000°
C83	20.00'	S 173.57° E	90.0000°
C84	20.00'	S 173.57° E	90.0000°
C85	20.00'	S 173.57° E	90.0000°
C86	20.00'	S 173.57° E	90.0000°
C87	20.00'	S 173.57° E	90.0000°
C88	20.00'	S 173.57° E	90.0000°
C89	20.00'	S 173.57° E	90.0000°
C90	20.00'	S 173.57° E	90.0000°
C91	20.00'	S 173.57° E	90.0000°
C92	20.00'	S 173.57° E	90.0000°
C93	20.00'	S 173.57° E	90.0000°
C94	20.00'	S 173.57° E	90.0000°
C95	20.00'	S 173.57° E	90.0000°
C96	20.00'	S 173.57° E	90.0000°
C97	20.00'	S 173.57° E	90.0000°
C98	20.00'	S 173.57° E	90.0000°
C99	20.00'	S 173.57° E	90.0000°
C100	20.00'	S 173.57° E	90.0000°



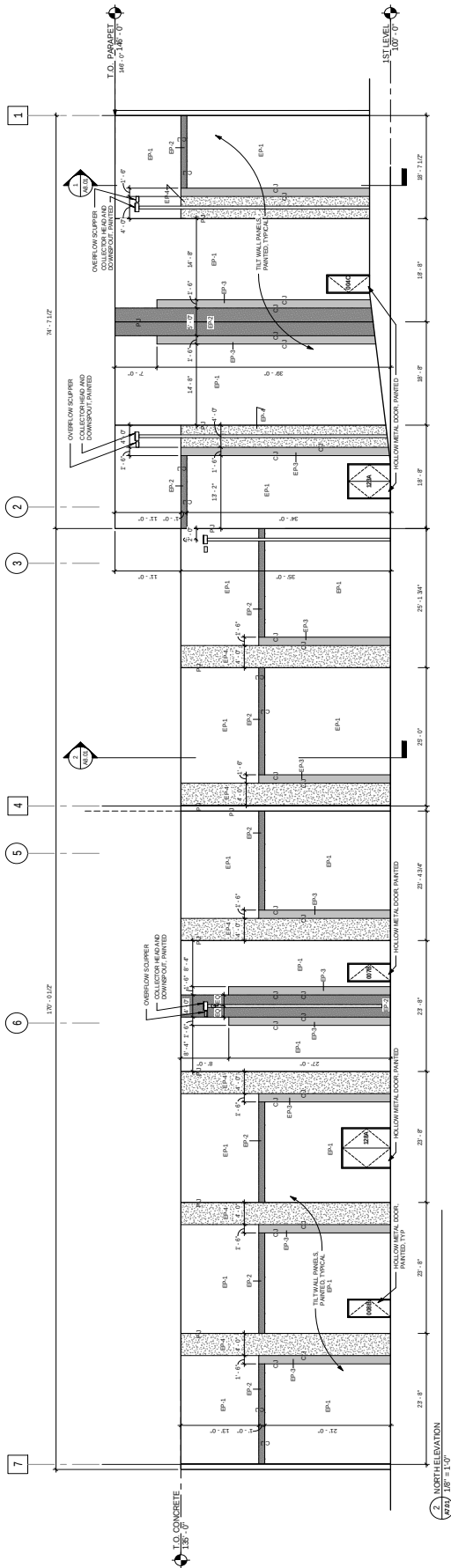
- LANDSCAPE REQUIREMENTS**
- 10% OF LOT AREA LESS STRUCTURE
 - LOT AREA = 304,193 sq ft
 - TOTAL STRUCTURE FOOTPRINT: 42,459 sq ft
 - PROVIDED LANDSCAPE AREA: 49,937 sq ft
- NOTES:**
- SITE PLAN DOES NOT SHOW FUTURE
 - ATROS (GAS) OR ONCOR (ELECTRIC)
 - EASEMENTS AT THIS POINT.
- BUILDING:**
- BUILDING HEIGHT: 40'
 - BUILDING HEIGHT: 55'
 - BUILDING HEIGHT: 15'
 - BUILDING HEIGHT: 15'
- PARKING SPACES:**
- 100 TOTAL PARKING
 - 485 TOTAL PARKING
 - 109 CALICHE
- TREE REQUIREMENTS**
- 1 TREE FOR EVERY 15 PARKING SPACES
 - 609 LINEAR FOOT OF STARBOARD DR. 20 TREES
 - 233 LINEAR FOOT OF LOOP 250: 8 TREES
 - 480 PARKING SPACES: 26 TREES
 - 10% OF LOT AREA LESS STRUCTURE
 - PROVIDED: 63 TREES

CURVE	ARC LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	S 173.57° E	90.0000°

BUSINESS I-20 (300' R.O.W.)

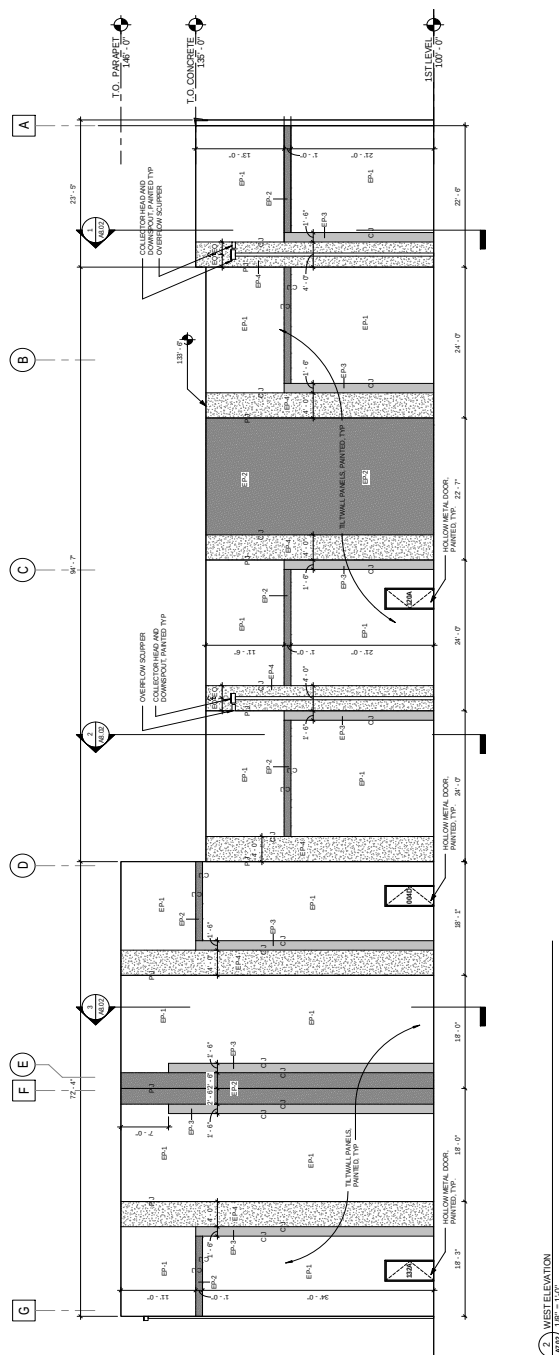
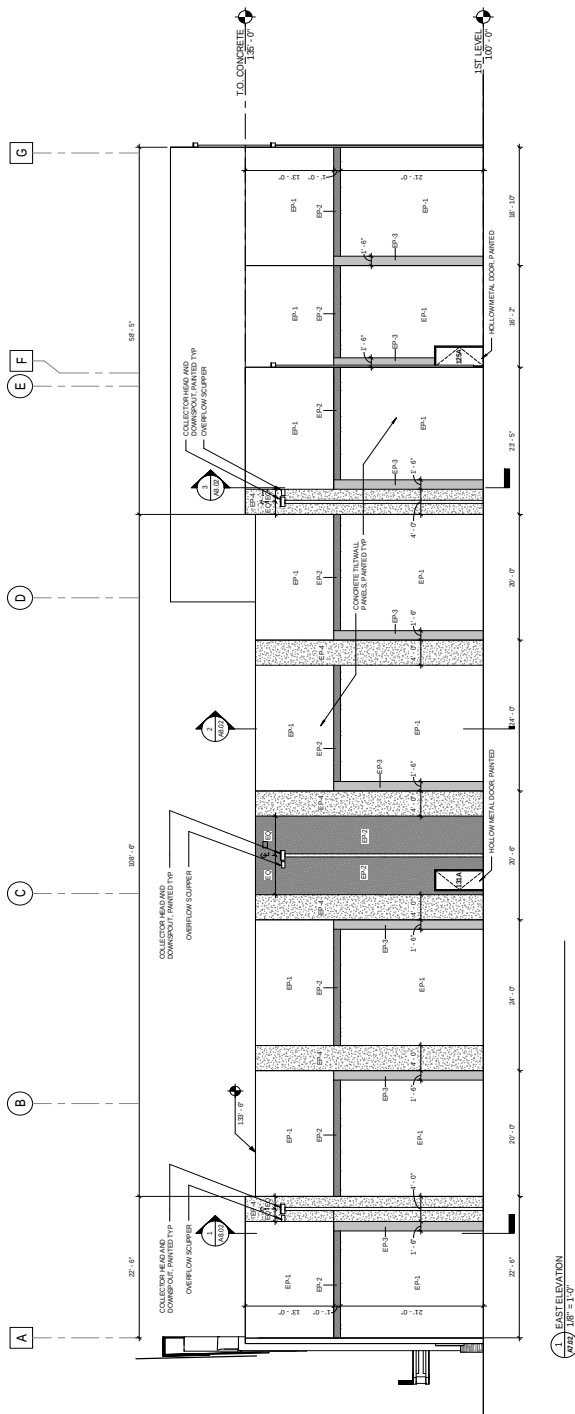


1 SOUTH ELEVATION
138'-1 1/2"



2 NORTH ELEVATION
138'-1 1/2"

CODE	MANUFACTURER	COLOR TYPE	REMARKS	CONTACT
PAINT				
EP-1	Sherwin Williams	SW 6129 "Resistant Gray"		
EP-2	Sherwin Williams	SW 6109 "Hopsack"		
EP-3	Sherwin Williams	SW 7025 "Backdrop"		
EP-4	Sherwin Williams	SW 6145 "Tinder"		
STONE				
ST-1	TED			
STUCCO				
S-1	DYME	To match SW 7027 "Mid-Bred Brown"		
S-2	DYME	To match EP-2		
S-3	DYME	To match EP-3		
S-4	DYME	To match EP-4		
S-5	DYME	TED		



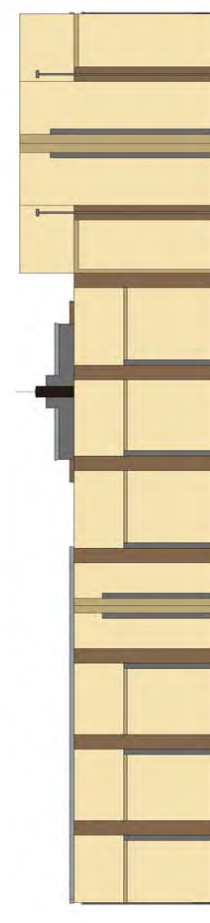
CODE	MANUFACTURER	COLOR TYPE	EXTERIOR MATERIAL	FINISH SCHEDULE	REMARKS	CONTACT
PAINT						
EP-1	Sherrin Williams	SW 61.29 "Regulation Gold"				
EP-2	Sherrin Williams	SW 61.05 "Hopsack"				
EP-3	Sherrin Williams	SW 70.55 "Black-Ing"				
EP-4	Sherrin Williams	SW 61.48 "Vinter"				
STONE						
ST-1		TBD				
STUCCO						
S-1	Dyall	To match SW 70.27 "Well-Bred Brown"				
S-2	Dyall	To match EP-2				
S-3	Dyall	To match EP-3				
S-4	Dyall	To match ST-4				
S-5	Dyall	TBD				



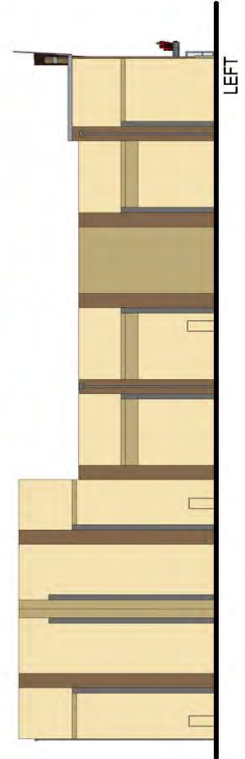
FRONT PERSPECTIVE



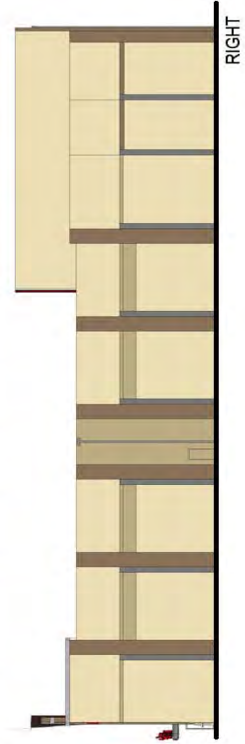
FRONT



REAR



LEFT



RIGHT



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-049, City-initiated Zone Change-FM 1788

Purpose:

Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a City-initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The City Council annexed this 156-acre tract in 2009. With no zoning plan available, the Council zoned the property FD District as an interim "holding" district. The staff has completed a land use study, and is recommending that this land be rezoned to an IP-2 District. This district is intended to provide a "campus" type setting for manufacturing and warehousing. It includes a list of 84 uses, the last one being a broad statement allowing uses "...no more offensive than the above." Therefore, office and retail uses are also allowed. It appears that all of the existing land uses conform to this district. The IP-2 district requires 75% of the exterior front and sides of buildings to be brick, stucco, or some material other than a metal skin. To date, we have received one letter of opposition. The Planning and Zoning Commission considered this item on February 6th. We will provide the Council with the Commission's recommendation at the February 14th meeting.

Attachments

Location Map

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 156.88-ACRE TRACT OF LAND OUT OF SECTIONS 6, 7 AND 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN IP-2, INDUSTRIAL PARK DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FARM-TO-MARKET ROAD 1788, NORTH OF BUSINESS INTERSTATE 20); 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 and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, 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 the creation of an IP-2, Industrial Park District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned FD, Future Development District, and it shall be used as an IP-2, Industrial Park District, said property being described as follows:

A 156.88-acre tract of land out of Sections 6, 7 and 8, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein.

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., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Legal Description
For Proposed Zoning to IP-2, Industrial Park District

For a 156.88 acre tract located in the City of Midland, Texas and being a portion of the following T & P R.R. Co. Surveys located in Midland County, Texas; Sections 6, 7 and 8, Block 40, T-2-S and being more fully described as follows,

Beginning at a found 4" highway dept. disk set in concrete in the west line of La Force Blvd. and the north line of Business 20 and having a coordinate of X= 1,714,036.92 ft., Y= 10,669,327.25 ft.

Thence along the north line of said Business 20 as follows;

S 21° 58' 00" W a distance of 98.08 ft. to a found concrete right-of-way marker,
S 53° 40' 44" W a distance of 298.61 ft. to a point,
S 45° 11' 15" W a distance of 284.95 ft. to a found concrete right-of-way marker,
S 54° 21' 20" W a distance of 150.80 ft. to a found concrete right-of-way marker,
S 59° 42' 35" W a distance of 1369.27 ft. to a point,
S 71° 40' 20" W a distance of 542.17 ft. to a point in the east right-of-way line of FM 1788,

Thence S 73° 54' 55" W crossing said FM 1788 a distance of 729.96 ft. to a concrete right-of-way marker in the north line of Business 20 and the west line of FM 1788 and having a coordinate of X= 1,711,036.56 ft., Y= 10,667,707.35 ft.

Thence N 11° 51' 59" W along the west line of said FM 1788 a distance of 779.75 ft. to a found right-of-way monument in the west line of said FM 1788,

Thence along the west line of said FM 1788 as follows;

N 43° 25' 42" E a distance of 483.09 ft. to a found concrete right-of-way monument,
N 12° 19' 06" W a distance of 1451.48 ft. to a found concrete right-of-way monument at the beginning of a curve to the left,
Along said curve with a radius of 2809.51 ft., an arc length of 1695.07 ft. having a chord bearing of N 34° 36' 58" W with a chord distance of 1669.48 ft. to a found concrete right-of-way monument for the end of this curve,
N 51° 54' 01" W a distance of 1823.86 ft. to a found iron rod for the east corner of a tract to TXU Electric Delivery Co.,

Thence N 38° 06' 00" E crossing said FM 1788 a distance of 119.99 ft. to a point in the east line of same,

Thence along the east right-of-way of FM 1788 as follows;

S 51° 54' 02" E a distance of 1823.86 ft. to a point at the beginning of a curve to the right,
Along said curve to the right with a radius of 2929.51 ft., an arc length of 1730.04 ft. and a chord bearing of S 34° 58' 56" E a chord distance of 1705.01 ft. to a found ½" diameter iron rod for the northwest corner of a so called 131.42 ac. tract,

Thence N 75° 14' 14" E along the north line of the said 131.42 ac. tract a distance of 2215.34 ft. to a point in the west line of Wright Drive,

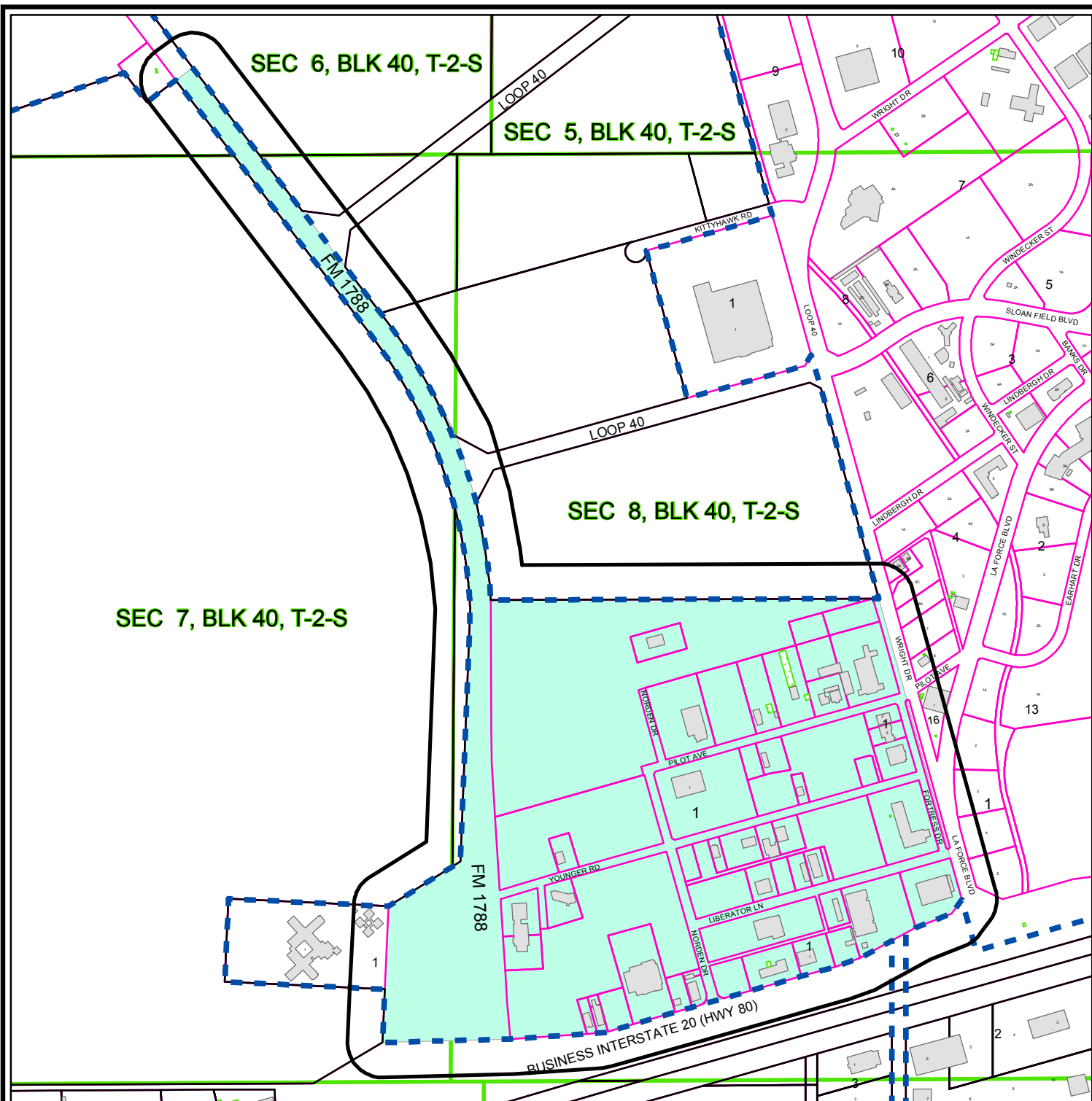
Thence S 29° 58' 36" E along the westerly line of Wright Drive and La Force Blvd. a distance of 1787.05 ft. to the place of beginning and containing 156.88 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.




Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7290



OWNER NOTIFICATION WITHIN CITY LIMITS ONLY

Z - 11 - 049

Scale: 1" = 800'

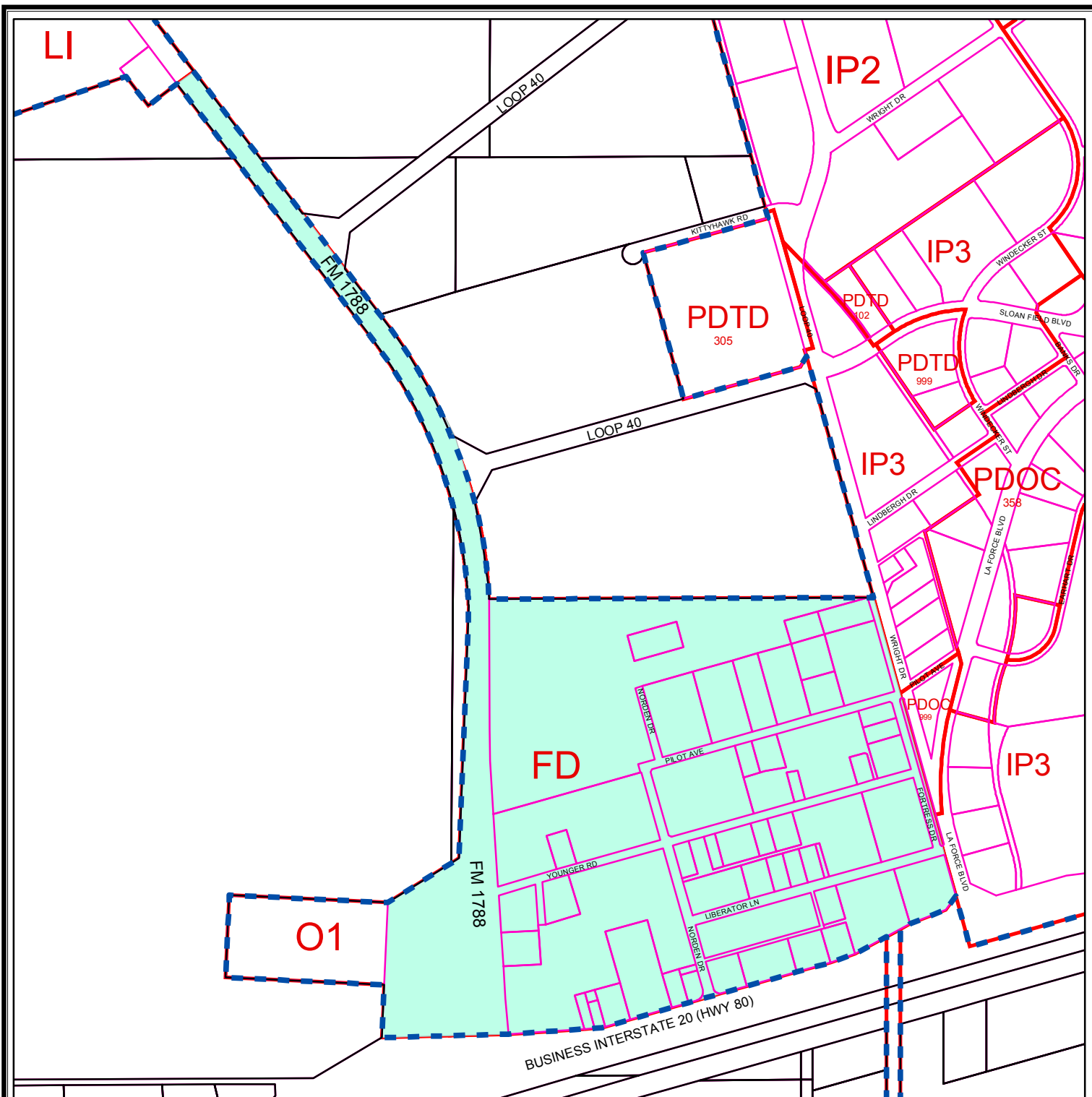
Consider a City Initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District on a 156.88-acre tract of land out of Sections 6, 7 and 8, Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- SURVEY SECTION
- COUNTY PARCEL
- CITY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



©THE CITY OF MIDLAND - 2011
 THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC. IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, ZONING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.



ZONING MAP

Z - 11 - 049

Scale: 1" = 800'

Consider a City Initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District on a 156.88-acre tract of land out of Sections 6, 7 and 8, Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

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
IF1, IF2, IF3	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





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: E-11-004, C. Hollis Construction

Purpose:

Hold a public hearing at approximately 10:42 a.m. and consider an ordinance on a request by Rona Porter for a Special Exception from the Zoning Code concerning the side yard setback for a garage.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The applicant desires to construct a garage and laundry room at the rear of her property, located between her residence and a detached accessory building (see Exhibit A). However, the proposed structure exceeds the minimum setback requirements. The Zoning Code requires a 10-foot side yard setback for the garage structure and a 20-foot setback for the garage door, measured from "K" Street. This requirement prevents vehicles parked in driveways from extending into public right-of-way. This garage would extend four feet into the setback area, and the garage door would extend 14 feet into the setback area. There are two conditions, which we believe support this request. First, there are several properties in this area, including directly across "K" Street, that currently have legal non-conforming structures extending into the respective setbacks. Second, instead of having the typical 9.5 feet of right-of-way behind the "K" Street curb, the width is 23 feet. This distance is sufficient to avoid a vehicle parked in the driveway from extending to the street paving. The Planning and Zoning Commission voted unanimously to recommend approval of this request, and the Staff concurs.

Attachments:

January 3, 2012 P&Z Staff Report
Proposed Ordinance and Site Plan

ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOTS 1 AND 2, BLOCK 108, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF HOLLOWAY AVENUE AND SOUTH “K” STREET), BY PERMITTING AN ENCROACHMENT INTO THE REQUIRED SIDE YARD SETBACK FOR CONSTRUCTION OF A GARAGE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, by Ordinance No. 8416, the City Council modified the authority of the Board of Adjustment; and

WHEREAS, Title XI, Chapter 1, Section 12 (“11-1-12”), of the Midland City Code provides for the consideration of requests for special exceptions to the Midland Zoning Code; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of 11-1-12 to grant such a special exception and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to 11-1-12, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas. Said special exception shall allow an encroachment into the required side yard setback for construction of a garage.

SECTION TWO. Said special exception is subject to the following special conditions:

1. That the location of the garage shall conform to the conditions shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.
2. That the garage shall be allowed to extend a maximum of 4 feet into the 10-foot side yard setback adjacent to "K" Street.
3. That the garage shall be a minimum of 5 feet from all building structures.
4. That the exterior of the garage shall be finished using building materials consistent with the overall appearance of the primary residential structure.
5. That a Certificate of Occupancy shall be issued before this garage may be put to use by the land owner.

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 file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
January 17, 2012**

E-11-004 - Hold a public hearing and consider a request by **C. Hollis Construction** for a *Special Exception to the Zoning Code* concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of Holloway Avenue and S. "K" Street.)

Applicant yielded to staff. Senior Planner Jim Compton explained this was a special exception from the Zoning Code. He stated they have reviewed some of the other properties in the area and the condition that is being requested is prevalent in the neighborhood and exists directly across the street. Staff recommends requested exceptions be approved subject to conditions A-G.

Chairman Ferguson asked for anyone else wishing to speak and there being no one else wishing to speak in favor or in opposition to the item, closed the public hearing.

After brief discussion a motion for approval, subject to Conditions A-G, was made by Commissioner Gatten; seconded by Commissioner Norris. The motion carried by the following vote: AYE: Ferguson, Gatten, Lanning, Wolf, Watkins, Wilton, Norris and Carrillo. NAY: None. ABSTAIN: None. ABSENT: Woodruff and York

PLANNING AND ZONING COMMISSION

January 17, 2012

CASE: E-11-004; C. Hollis Construction

REQUEST: Hold a public hearing and consider a request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage.

APPLICANT: Chris Hollis

OWNER: Rona Porter

LEGAL DESCRIPTION: Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of Holloway Avenue and S. "K" Street.

CURRENT ZONING: 1F1, One Family Dwelling District

DETAILS OF REQUEST:

1. The applicant's request for special exception is two-fold: to allow for the construction of a garage structure at the rear of her property which will encroach 4 feet into the required 10 foot side yard setback; and to allow the garage entrance to be only 6 feet from the property line rather than 20 feet as required by the Zoning Code.

ANALYSIS:

2. The Planning & Zoning Commission is authorized to consider and recommend Special Exceptions for architectural and other projections of a "minor" extent into the front or side yard setback areas of a property and when it can be demonstrated that a substantial proportion of the other properties in the same area and zoning district are legally enjoying the conditions which the applicant is requesting.
3. In this case, Ms. Porter is planning to construct a structure between the primary residence and an existing accessory structure. This new structure will consist of a laundry room and a garage. As shown in Exhibit A, the garage will be accessed from "K" Street. This building will observe a setback of approximately 6 feet from the side property line which is approximately 23 feet from the back of the curb along "K" Street. While a 4

foot encroachment may seem excessive staff feels that the existing conditions should be considered. Typical distance from the back of curb to property line is approximately 10 feet. However, in this case, the distance from Ms. Porter's east property line to the back of the curb along "K" Street is approximately 17 feet. Therefore, based on this condition, we find this request for a 4 foot encroachment into the side yard setback to be reasonable.

4. The second part of this request is to reduce the required setback of 20 feet from the entrance of the garage. The purpose of this setback requirement is to minimize the likelihood that a vehicle parked in the driveway will extend into the street. Again, because the distance from Ms. Porter's west property line to the back of the curb along "K" Street is approximately 17 feet, the distance from the garage door to the back of curb will be 23 feet. As this condition would prevent the likelihood of a vehicle extending into the street, we support the request to allow the garage entrance to be 6 feet from the property line. Additionally, there are a number of other properties in the immediate vicinity which exhibit similar site conditions, most notably the property directly across "K" Street.

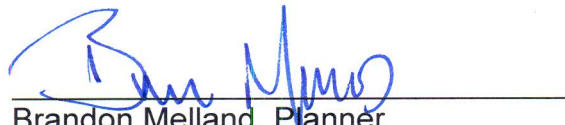
STAFF RECOMMENDATION:

We recommend approval of the request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage, subject to the following conditions:

- A. That the proposed garage structure shall conform to the site plan attached as Exhibit A;**
- B. That the proposed garage structure shall project no further than 4 feet into the required setback.**
- C. That the garage structure will be finished using building materials consistent with the overall appearance of the primary residence.**
- D. That the vehicular entrance to the garage shall be allowed at no less than 6 feet from the property line.**
- E. The proposed garage structure shall be located no less than 5 feet from adjacent structures.**
- F. The proposed garage structure shall satisfy all applicable building and fire codes.**

G. That the construction of the driveway off of "K" Street shall meet Midland City Code standards and specifications for residential driveways.


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Brandon Melland, Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A – Site Plan

#: E-11-004

CITY OF MIDLAND

Planning Division

Chris@CHollisConstruction.com

SPECIAL EXCEPTION APPLICATION

<u>C. Hollis Construction</u>	<u>P.O. Box 61312</u>	<u>79711</u>	<u>432 638-3412</u>
NAME OF APPLICANT	ADDRESS	ZIP	PHONE
<u>Rona Porter</u>	<u>1801 Holloway</u>	<u>79706</u>	<u>432 230-9211</u>
OWNER OF PROPERTY	ADDRESS	ZIP	PHONE

NOTE: ATTACH SITE PLAN (FOLDED) ☒ APPLICATION FEE: \$400.00 ☒

ADDRESS AND LEGAL DESCRIPTION OF PROPERTY FOR WHICH APPLICATION IS MADE: (COMPLETE LOT AND BLOCK DESCRIPTION OR IF NOT A LOT IN A RECORDED PLAT, ATTACH A METES AND BOUNDS DESCRIPTION)

25 x 23 Detached Garage - 1801 Holloway

ZONING OF PROPERTY: _____

THE PROPERTY QUALIFIES AS AN EXCEPTION TO THE CITY CODE BECAUSE:

- ☒ a. IT IS AN EXPANSION OF A NONCONFORMING USE
- ☒ b. EXISTENCE OF NONCONFORMING STRUCTURES IN AREA
- ☐ c. ARCHITECTURAL OR OTHER PROJECTIONS OF A MINOR EXTENT

Rona Porter 11-17-11
PROPERTY OWNER DATE

BY: _____
(IF APPLICABLE-SEE NOTE)

NOTE: IF PROPERTY OWNER IS TO BE REPRESENTED BY AUTHORIZED AGENT, THE AGENT SHOULD SIGN THE PROPERTY OWNER AND HIS OWN NAME ON THE LINE PROVIDED ABOVE AND COMPLETE THE AFFIDAVIT BELOW.

State of Texas)
County of Midland)

Before me, the undersigned authority, on this day personally appeared CHRIS HOLLIS who, being duly sworn, upon oath says: That he is authorized by Rona Porter, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

Signature of Affiant

Subscribed and sworn to before me, by the said CHRIS HOLLIS this 17 day of November 2011, to certify which witness my hand and seal of office.

RK MA
Notary Public, Midland County, Texas

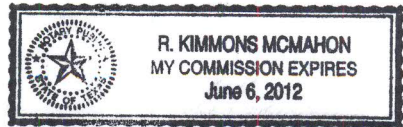
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY

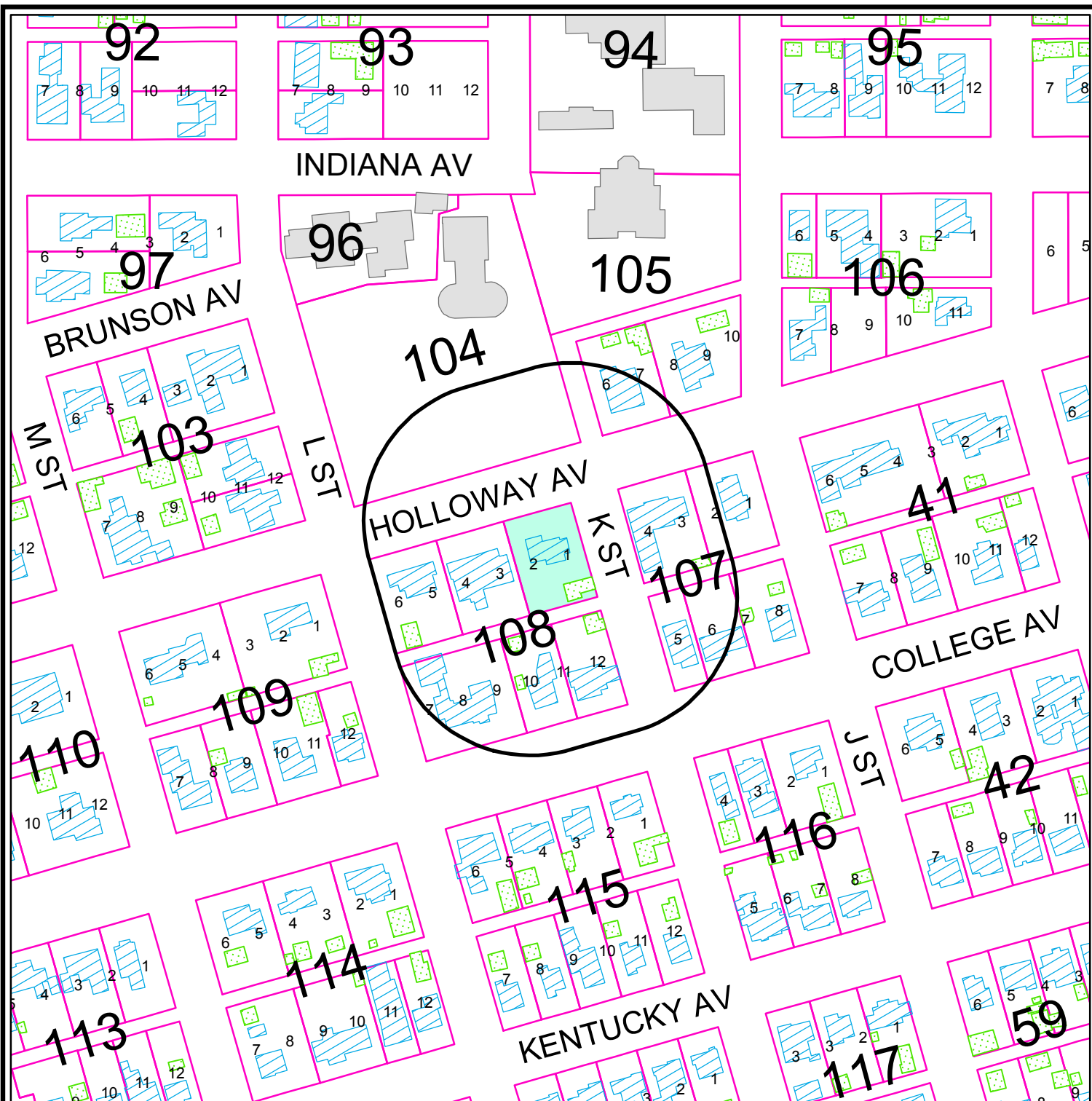
Rec'd By: RM Date: 11/16/11

Assigned: BM

For: P+2 On: 11/3/12



(revised 5/2/11)



PROPERTY OWNER NOTIFICATION MAP

E - 11 - 004

Scale: 1" = 200'

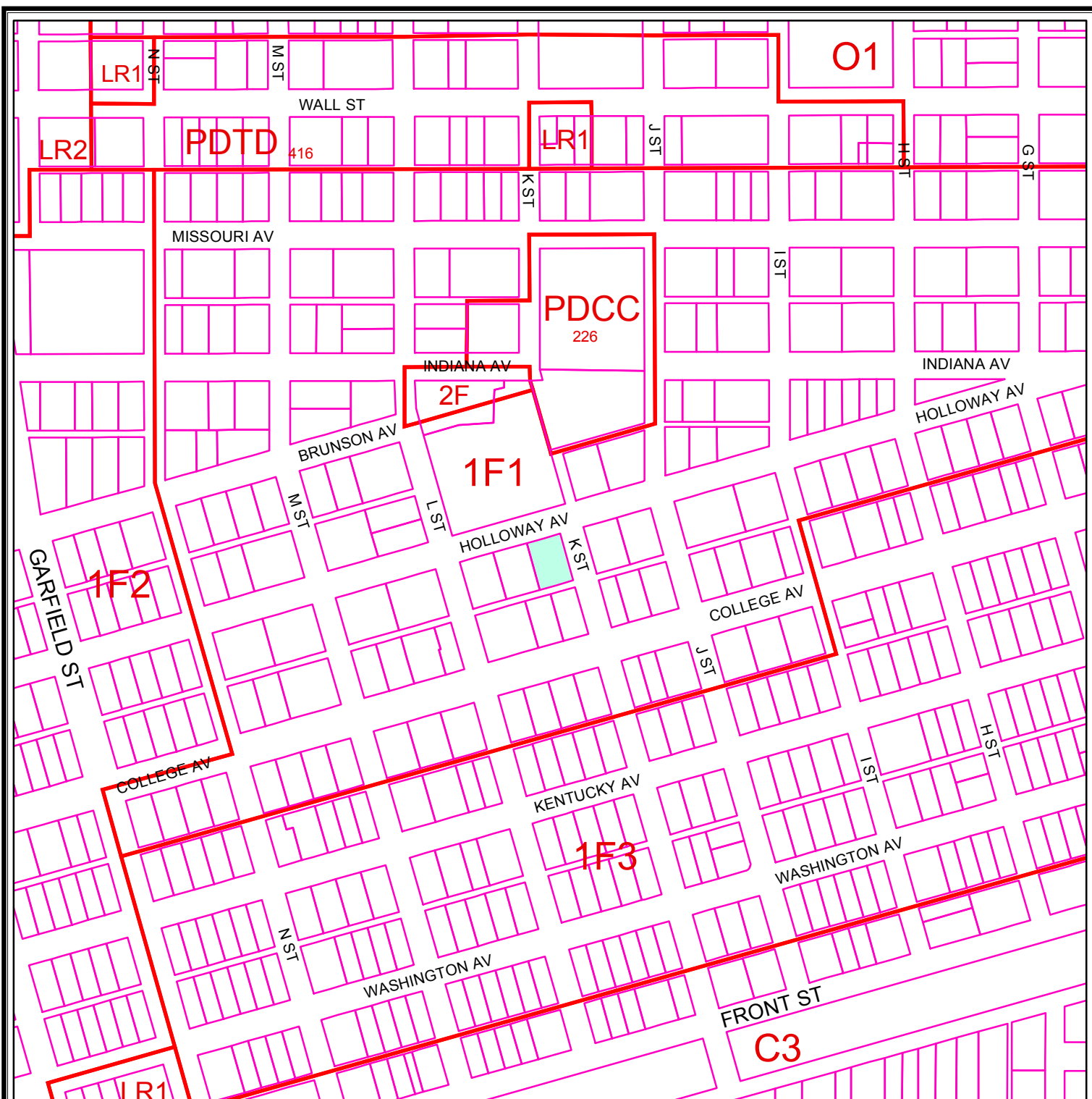
Consider a request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

E - 11 - 004

Scale: 1" = 400'

Consider a request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas.

LEGEND

ZONING PARCELS

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
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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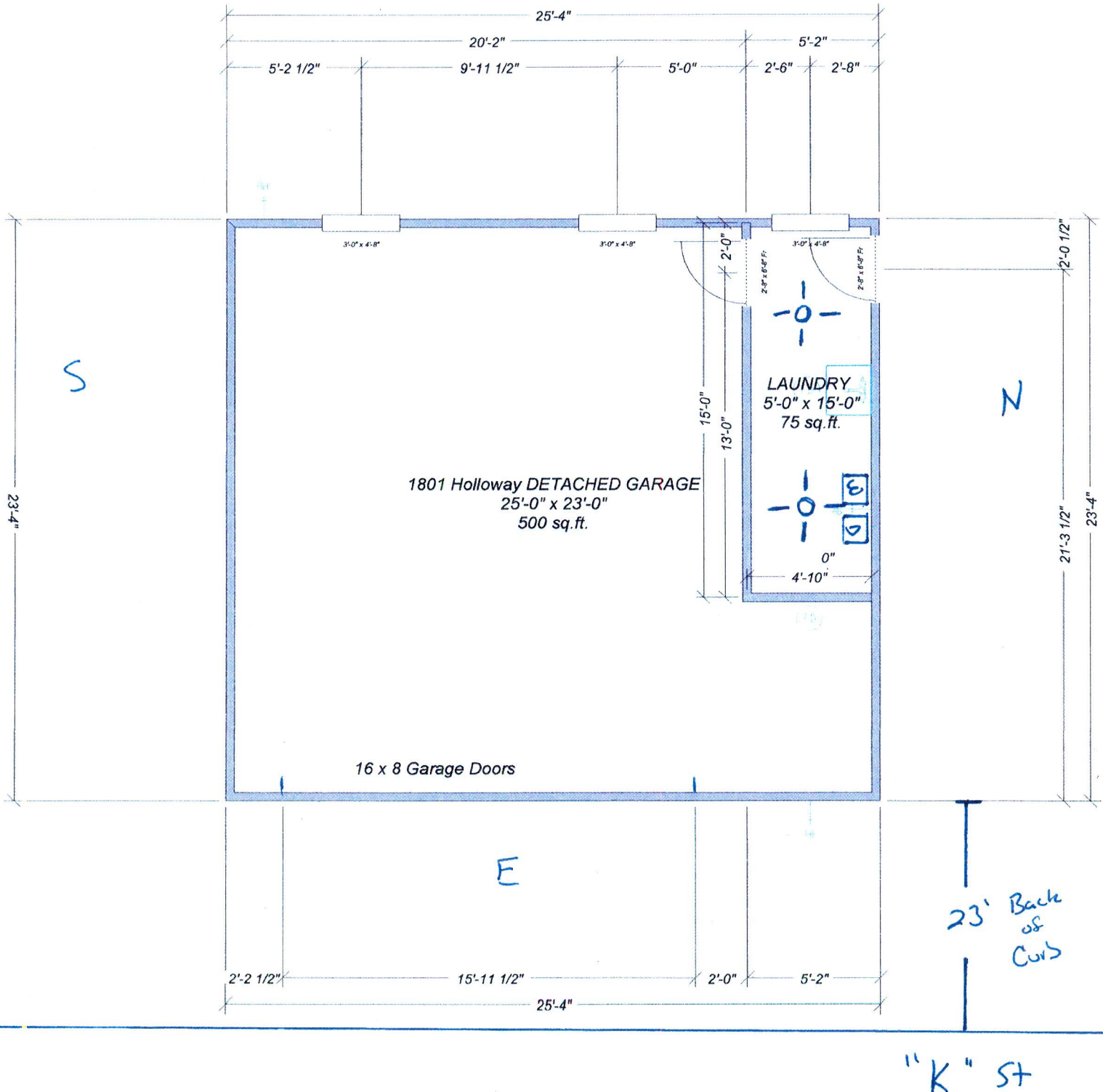
1801 Holloway
- Detached Garage -
Facing "K" St

W

EXHIBIT A

SITE PLAN

CASE NO. E-11-004





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-11-015, Nikki Gatlin

Purpose:

Hold a public hearing at approximately 10:45 a.m. and consider an ordinance on a request by Nikki Gatlin for a Specific Use Permit, with term, for a Day Care Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Cornerstone Christian Fellowship, located at 901 N. Midland Drive (former YMCA) operates a Mother's Day Out program. While this service is currently offered two days a week, they wish to expand. Since this land is zoned MF-1 District, this use requires approval of a Specific Use Permit. Planned days and hours of operation are 7:00 am until 6:00 p.m. Monday through Thursday. The center contains 10,950 square feet, and the maximum capacity is 32 children, ages six months to four years. This property fronts onto Midland Drive, and is surrounded by an office and single-family homes. Doug Russell Pool and Alamo Junior high are located across Midland Drive. The Planning Commission voted unanimously to approve this request, and no opposition was expressed from the public.

Attachments:

October 17, 2011 P&Z Staff Report
Proposed Ordinance and Site Plan

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 4, ALAMO HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHWEST CORNER OF MIDLAND DRIVE AND CROCKETT AVENUE), WHICH IS PRESENTLY ZONED MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A DAY CARE CENTER; MAKING SAID PERMIT 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 and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, 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 the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned MF-1, Multiple-Family Dwelling District, to-wit:

Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for a day care center, together with the uses permitted in the present MF-1, Multiple-Family Dwelling District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the day care center shall be limited to the northeast corner of the building, as designated by hatching on the site plan which is attached hereto as Exhibit "A" and incorporated herein for all purposes; the day care center shall not exceed 10,950 square feet in area.
2. That the portion of this facility to be used as a day care center shall be improved to conform to and meet all Building Code requirements.
3. That the maximum number of children allowed at the day care center at any given time shall not exceed 32.
4. That the hours of operation shall not exceed 7:00 a.m. to 6:00 p.m., Monday through Friday.
5. That all necessary permits, inspections and approvals required by the City of Midland and the State of Texas shall be obtained prior to the day care center commencing operation.

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., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
October 17, 2011**

S-11-015 - Hold a public hearing and consider a request by **Nikki Gatlin** for a *Specific Use Permit with Term* for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of North Midland Drive and Crockett Avenue.)

Chairman Carney opened the public hearing at 4:04 p.m.

The applicant yielded to staff. Planner Melland gave an overview of the item stating that the applicant is currently operating a mothers' day out program two days a week. The City of Midland Zoning Code requires a Specific Use Permit when located within a residential district. He explained they are planning to expand services. The surrounding properties are primarily undeveloped. He noted there were certain building improvements that would need to take place. Staff recommended approval subject to conditions A through G.

Discussion ensued about conditional approvals.

Planner Melland asked the Commission to disregard condition E, explaining that condition F was the appropriate condition.

Chairman Carney asked if there was anyone who wished to speak in opposition. There were none present.

Chairman Carney asked if there was anyone present wishing to speak in favor. Nikki Gatlin, 2312 West Dengar Ave, noted that they were in process of pricing and getting a sprinkler system to meet the Fire Code conditions and they would be installed as soon as possible.

There being no other requests by citizens to speak, the public hearing was closed at 4:11 p.m.

Commissioner Ferguson suggested adding Friday to the schedule.

A motion for approval was made by Commissioner Ferguson subject to conditions A through D and F through G, and changing Thursday to Friday in condition F; seconded by Commissioner Lanning. The motion carried by the following vote: AYE: Lanning, Gatten, Carney Ferguson, Watkins and York. NAY: None. ABSTAIN: None. ABSENT: Wolf, Wilton and Woodruff

PLANNING AND ZONING COMMISSION

October 17, 2011

CASE: S-11-015; Nikki Gatlin

REQUEST: Consider a request for a Specific Use Permit with Term for a Day Care Center.

APPLICANT/OWNER: Nikki Gatlin

LEGAL DESCRIPTION: 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas.

LOCATION: Generally located on the northwest corner of the intersection of N. Midland Drive and Crockett Avenue.

CURRENT ZONING: MF-1, Multi-Family Zoning District

DETAILS OF REQUEST:

1. The Cornerstone Christian Fellowship Church (CCFC) is located at 901 N. Midland Drive in the former YMCA facility and is currently operating a Mother's Day Out Program two Days a week. The Texas Department of Licensing and Regulation does not require a license for such an operation. The City of Midland however, does require a Specific Use Permit for any day care within a residential zoning district. Additionally, the CCFC is planning to expand the services that they currently offer to be Monday through Thursday from 9:00 a.m. to 2:00 p.m. Thus they are requesting approval of a Specific Use Permit to allow for their future operations.

SURROUNDING ZONING:

2. Surrounding zoning conditions include single-family and multi-family zoning and surrounding properties are primarily undeveloped with the exception of duplex and multi-family structures located immediately to the south.

ANALYSIS:

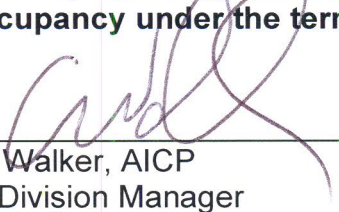
3. This is an additional use being proposed within an existing church facility. The attached site indicates the planned use of this facility for a day care center. The day care center will occupy approximately 10,950 square feet of this facility which includes existing classrooms and a gymnasium. They plan to accommodate a maximum of 32 children ranging in age from six months to four years and will employ a total of 11 caregivers. Current parking conditions are satisfactory and no additional public improvements

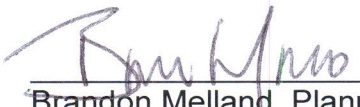
are required per this request. However, certain building improvements will be required to be made in order to meet current Building Code standards for this type of use, which is classified as "educational," specifically regarding ingress and egress from the classrooms. While this is not necessarily a land use issue, part of the purpose of a Specific Use Permit is to remediate existing non-conforming development conditions. Staff does not have any additional concerns with this request.

STAFF RECOMMENDATION:

We recommend approval of a request for a Specific Use Permit with Term for a Day Care Center, subject to the following conditions:

- A. That the development of said property shall conform to the attached site plan labeled as Exhibit A in all respects;**
- B. That the area of this facility designated as a day care center be improved to meet current building code standards;**
- C. That the Specific Use Permit shall only apply to the 10,950 square foot area indicated in the Exhibit A;**
- D. That the maximum number of children occupying the designated area of this facility shall not exceed 32;**
- E. The hours of operation shall not exceed 7:00 a.m. to 6:00 p.m., Monday through Friday;**
- F. The hours of operation shall not exceed 9:00 a.m. to 2:00 p.m., Monday through Thursday;**
- G. That necessary permits, inspections and approvals shall be obtained from the City Building Official's Office and the Fire Marshall's Office prior to occupancy under the terms of this ordinance.**


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Brandon Melland, Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A – Site Plan

Case Number: 5-11-015

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

Nikki Gatlin (432) 288-2281
Applicant Name Contact Phone #s
2312 W. Dengar Ave. Midland 79705
Address Zip Code
E-Mail address: nikki356@gmail.com
Cornerstone Christian Fellowship (432) 2689-8898
Property Owner Name Contact Phone #s
901 N. Midland Dr. Midland, TX 79703
Address Zip Code
E-Mail address:

Operator (if different from Applicant or Property Owner) Contact Phone #s
Address Zip Code
Type of Permit: Daycare
SUP with Term: ☐ Yes ☐ No
(For Office Use)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)
Lot 1A, Subd: Alamo Heights, Sec 2, Blk 004

Current Zoning: MFI Multifamily
Maximum Floor Area: 10,950 sq.ft. Max. Occupancy: 700
Proposed hours and days of use or operation: Mondays
Reason for request: Mother's Day Out Program

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: The clientele is similar to church attendees. Building has multiple entrances/exits and large parking areas. Traffic follows current traffic patterns. Mothers Day Out is a faith-based program that promotes morals and family unity.

REQUIRED SUBMITTALS

1. Application fee: **\$300** (80% of fee will be refunded if no P&Z public hearing is called; if no City Council public hearing is called, then 30% of fee will be refunded.)
2. Site plan – 16 copies (FOLDED)
3. On a CD in .pdf and .jpg format.

SIGNATURES:

Applicant: Nikki Hatlin Date: 9/6/11

Property Owner: Kyle Kothmann Date: 9/6/11

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 _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

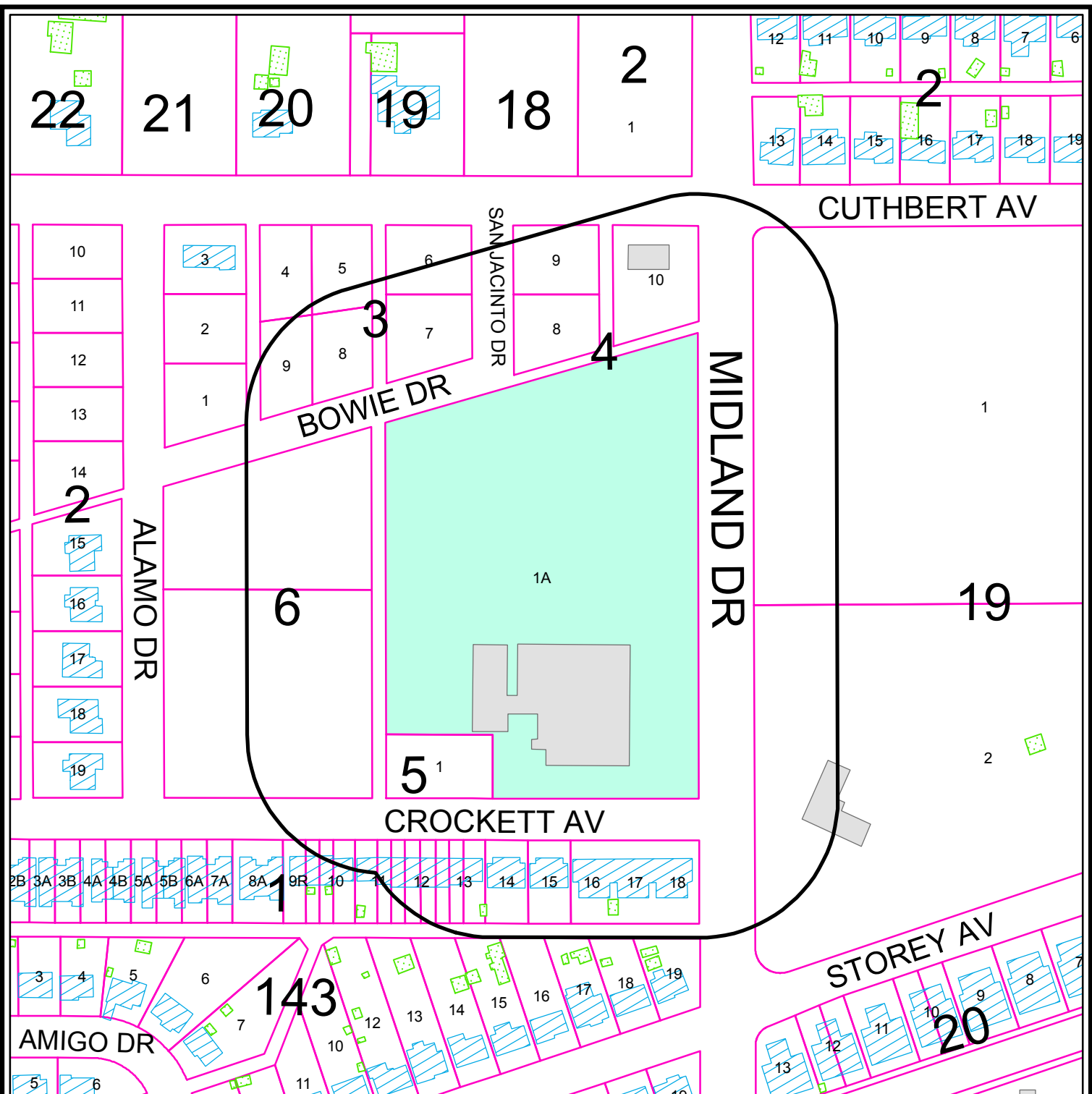
Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

Rec'd By: Btm Date: 9/10/11
Assigned: SM
For: P&Z On: 10/17/11

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

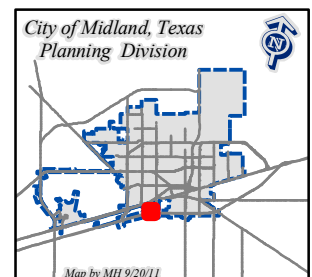
S - 11 - 015

Scale: 1" = 200'

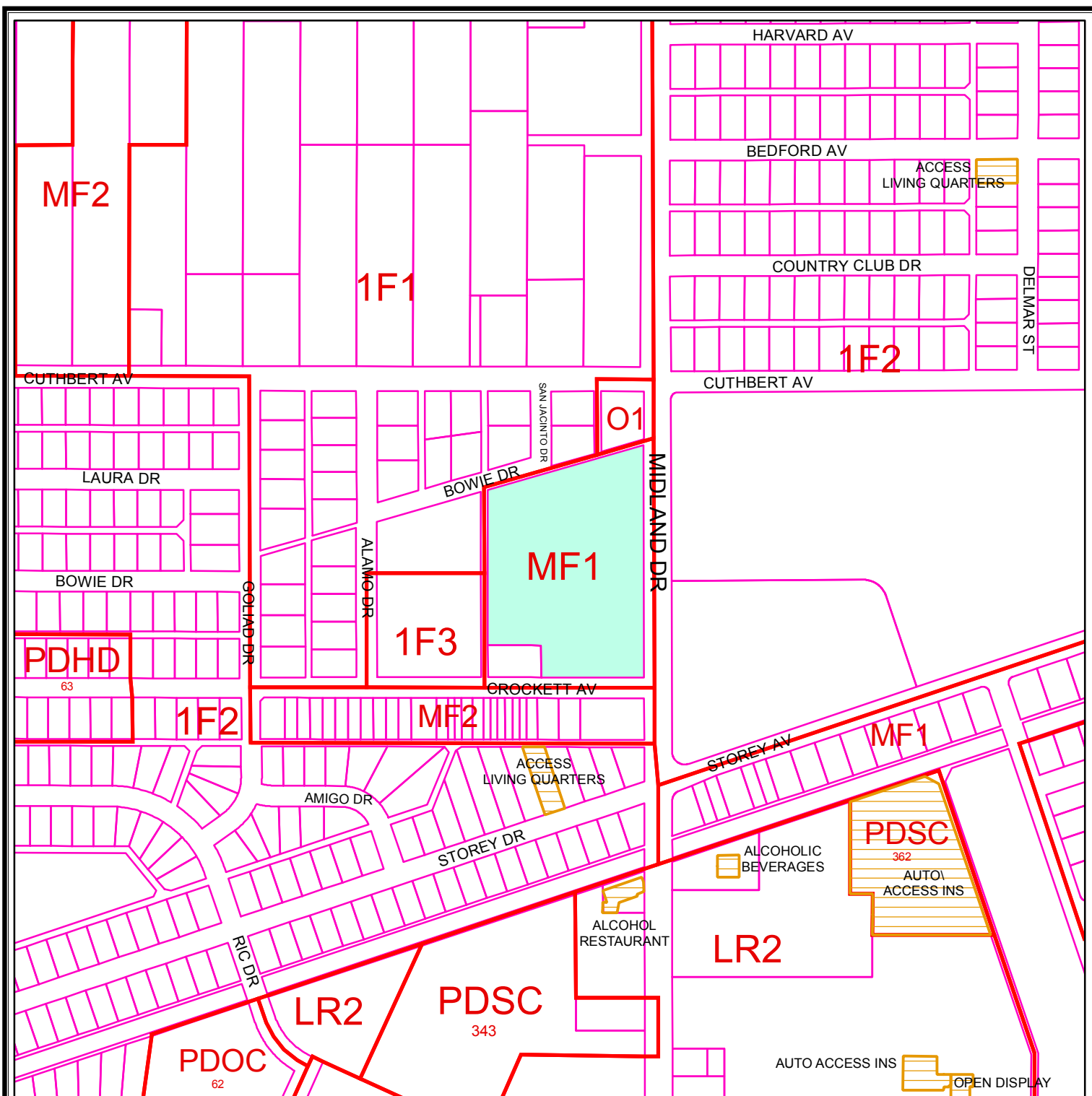
Consider a request for a Specific Use Permit With Term for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 11 - 015

Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas.

LEGEND

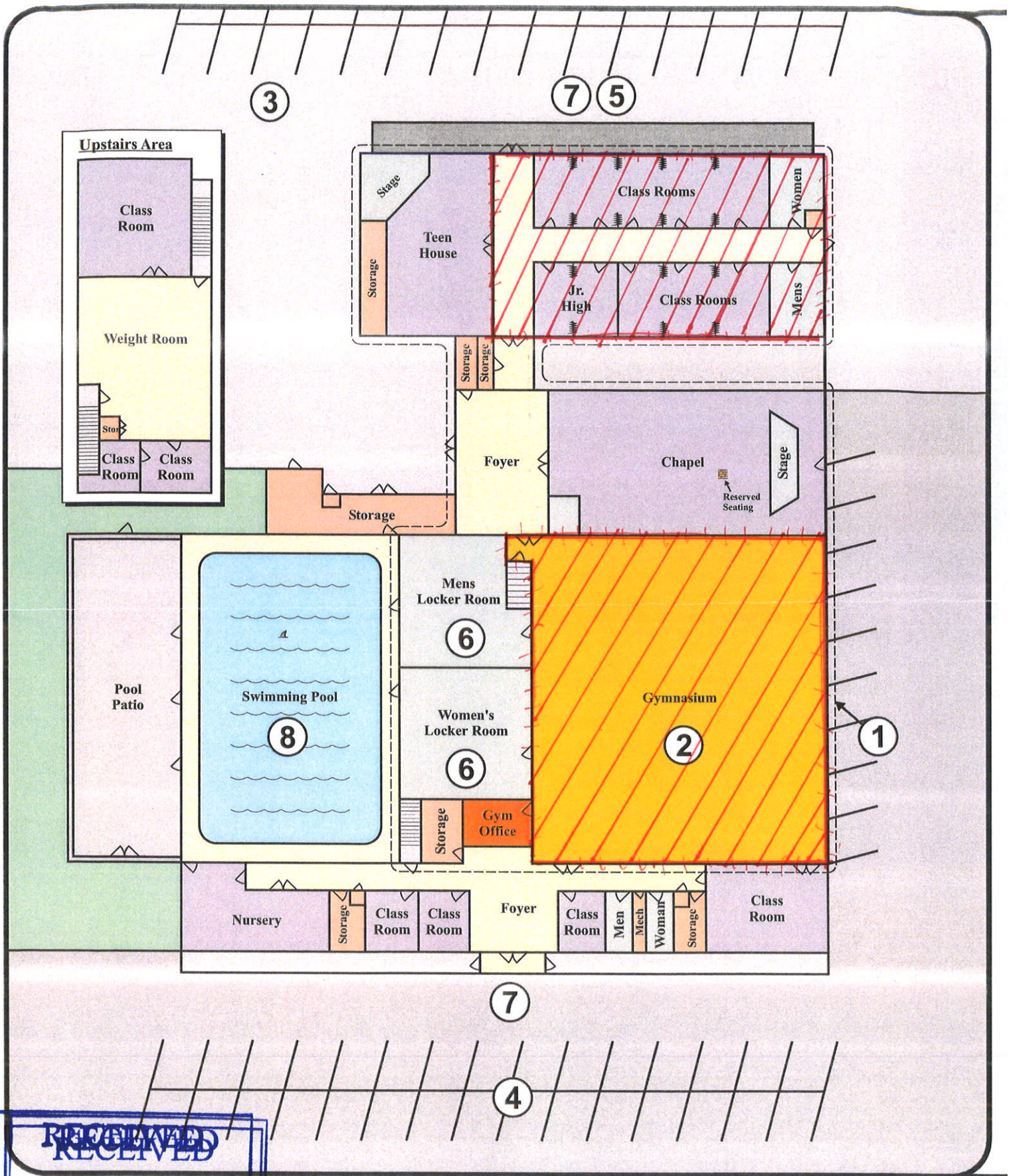
ZONING PARCELS SPECIFIC USE PERMITS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
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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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RECEIVED
RECEIVED

SEP 13 2011

CITY OF MIDLAND
PLANNING DIVISION OFFICE

SITE PLAN

35.13

CASE NO. S-11-015



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-016; hold a public hearing regarding a proposed oil and gas well permit (Callon – Pecan Acres 23A No. 1) located on the east side of Golden Gate Drive, ¾ mile north of Briarwood Avenue.

Purpose:

At approximately 10:48 a.m. hold a public hearing on a request from Callon Petroleum Operating Company to drill an oil and gas well on property located 467' FEL and 1,958' FNL of the land described as Section 23, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval. This well and two others will be sharing a pad site since the operator will be utilizing directional drilling technology. The applicant is requesting a variance from the landscaping requirements. In addition a vapor recovery unit is being proposed near the battery site; this variance will require Council support of a variance since the recovery unit is not permitted in the city's ordinance. A 250' by 250' fresh water pit is also proposed during drilling operations. The fresh water pit will be located near the tank battery.

Attachments: Application; Location map; Drill site location, Exhibits A, B & C



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 12/01/2011	Operator Name (must match W-1) Callon Petroleum Operating Company	Operator Address P.O. Box 1287 Natchez, MS 39121
Representative Name Jimmy Baggett	Representative Address (within Midland City Limits) 4305 N. Garfield, STE. 235 Midland, TX 79705	Rep. Tele. (432) 686-1828
Fee: \$4,000.00 Rec'd Yes ☒ No ☐		Rep. Fax (432) 686-2764
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (tele): _____ No. 2 (Tele.): _____ Option B: Jimmy Baggett 4305 N. Garfield, STE. 235 Midland, TX 79705 Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): Attached.		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Vince Borrello (432) 553-9522 4305 N. Garfield, STE. 235 Midland, TX 79705		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): Two, Annie #3, Annie #8		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): See Attachment #1		
1. _____		
2. _____		
3. _____		
ATTACHED AS EXHIBIT C is (a Title Opinion by Mike Canon , A licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that Operator has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. Attached		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Residential Structures		
ATTACHED AS EXHIBIT D is (a Title Opinion by See Tax Certificates , 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 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)]. Attached		

IV. Well & Operations Information

Proposed Well Name: **Pecan Acres 23A #1**

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:

See attached

Legal Description of Proposed Well Site:

Surface location: 467' FEL, 1,958' FNL of Section 23, Block 40, T1S, T&P RR Co. Survey, Midland County, TX (Abstract 252)

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. **Attached**

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**

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

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(1) **Attached**

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**

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)]. **Attached**

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):* Beause 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 conjunciton with this request. [See § J(31)]. **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)]. **Attached**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: **No public utilities will be needed during drilling operations.**

(2) Operations: **See Exhibit N and N-3**

Deescription of water source to be used during Drilling: **Water will be pulled from water wells existing on the adjacent property.**

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibits G & N attached.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: **See Exhibit O - Pits will be deep buried in accordance to City of Midland requirements.**

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**

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**

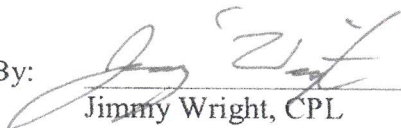
ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. **Attached**

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**

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. **Attached**

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**

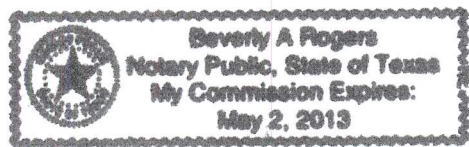
Callon Petroleum Operating Company

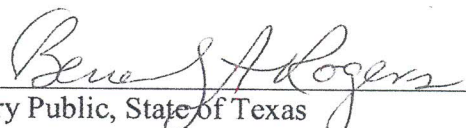
By: 
Jimmy Wright, CPL
Land Manager – Permian Basin

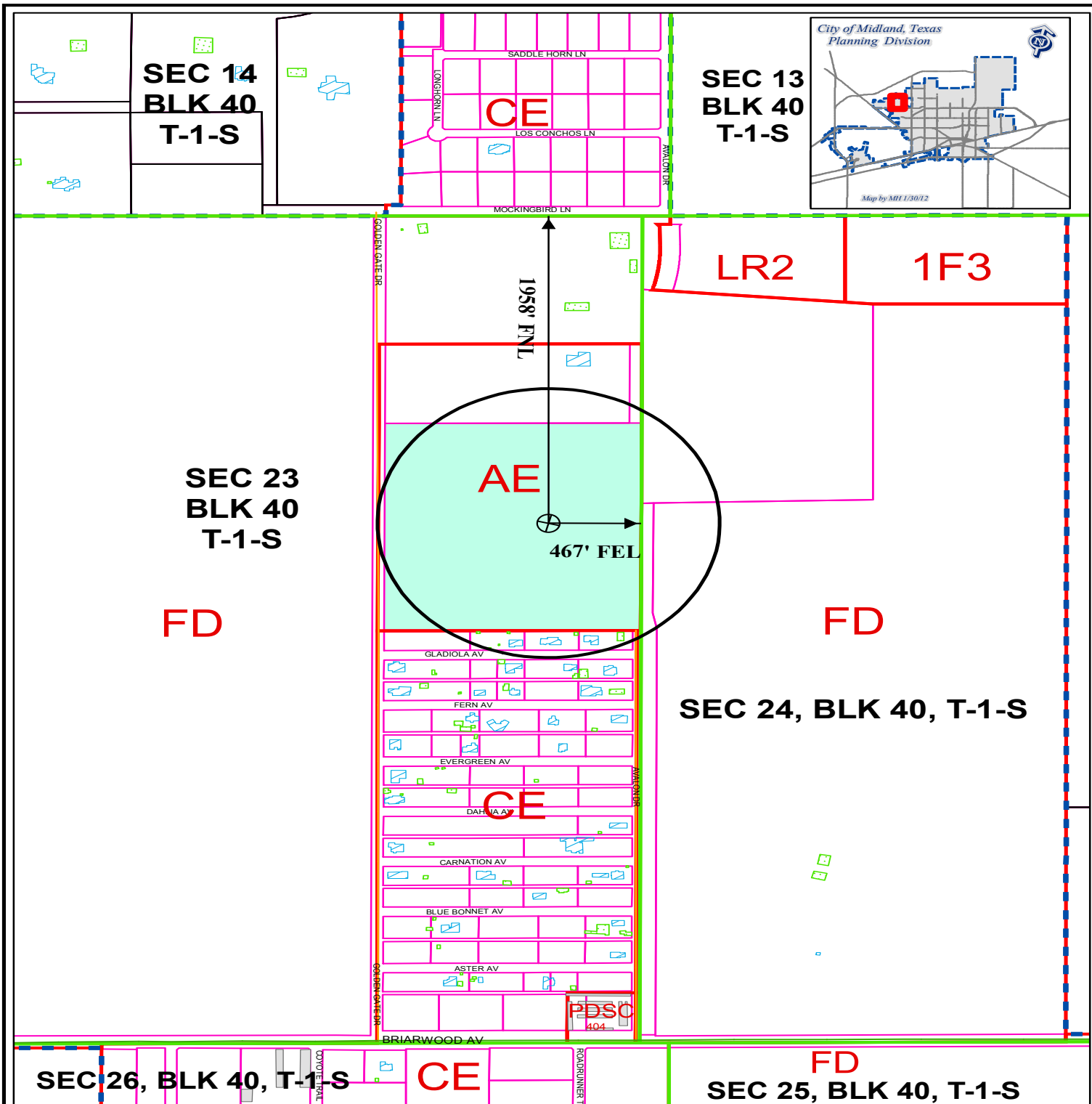
STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas



LOCATION AND ZONING MAP

O - 11 - 016

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 467' FEL and 1958' FNL, Section 23, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

Pecan Acres 23 A #1

LEGEND

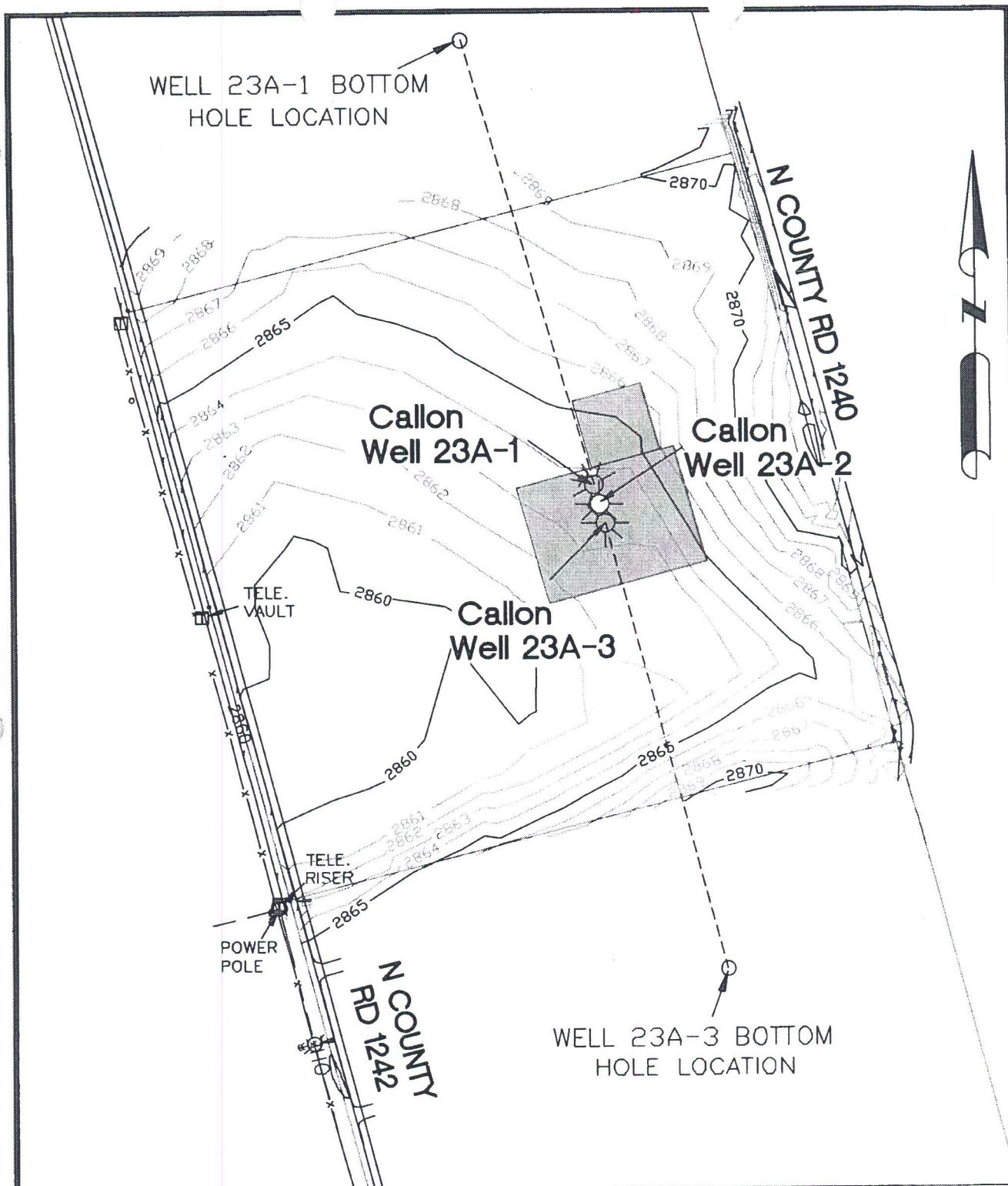
CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT
PD	PLANNED DISTRICT
AE	AGRICULTURE ESTATE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING
MH	MOBILE HOME DWELLING
TH	TOWNHOUSE DWELLING
2F	TWO-FAMILY DWELLING
MF1, MF2	MULTIPLE FAMILY DWELLING

BP	BUSINESS PARK
P	PARKING
01, 02	OFFICE
NS	NEIGHBORHOOD SERVICE
LR1, LR2, LR3	LOCAL RETAIL
C1, C2, C3	COMMERCIAL
IP, JP1, IP2, IP3	INDUSTRIAL PARK
LI	LIGHT INDUSTRY
HI	HEAVY INDUSTRY

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
LOCAL RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY



NOTES:



Callon Petroleum Operating Company

**PECAN ACRES SECTION 23A
TOPOGRAPHIC MAP**

Revised:

Scale: See Drawing

DATE: 11/30/11

Eng: JRG

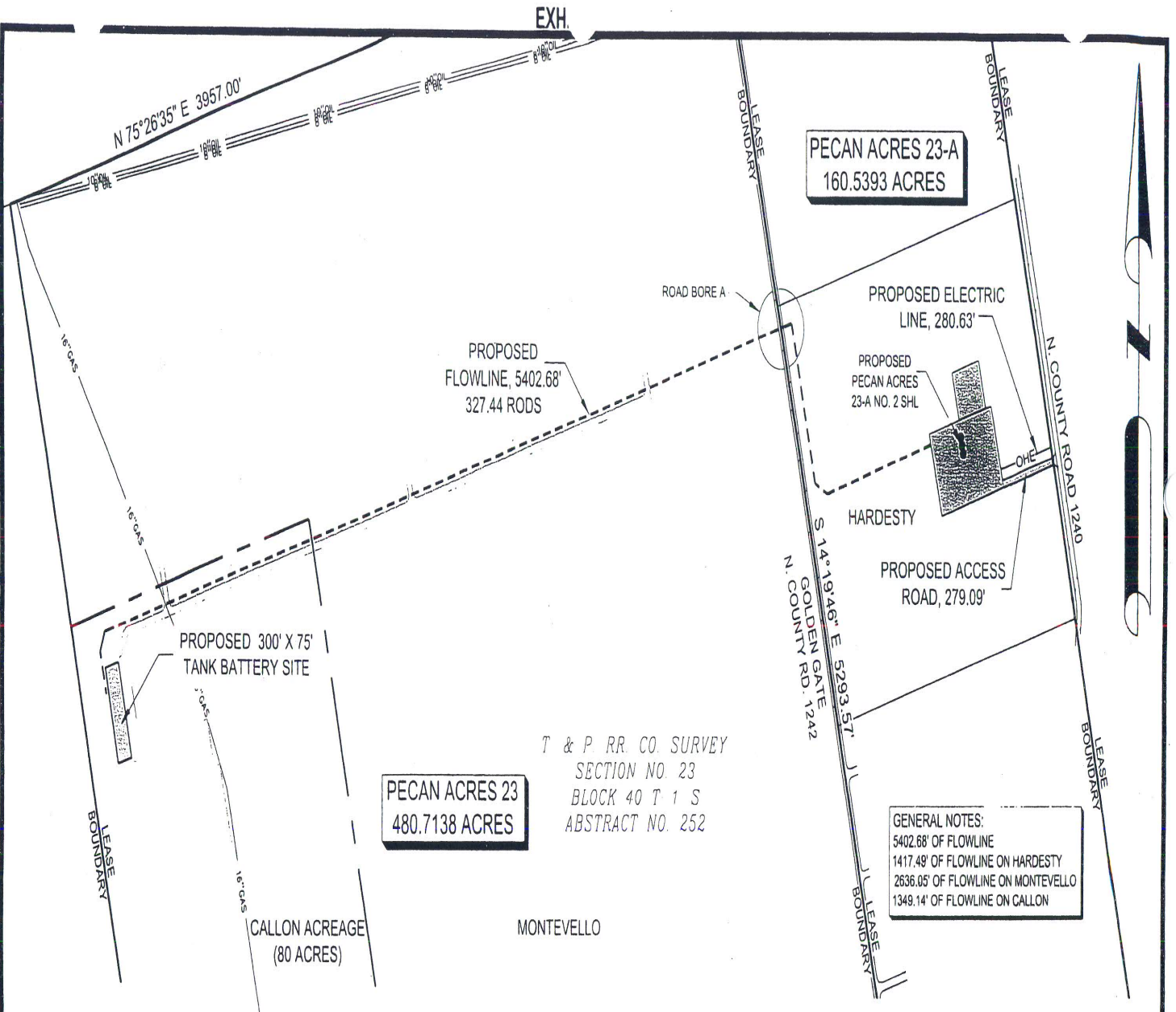
Drawn By: DJP

SHEET 1 of 1

Attachment G-8

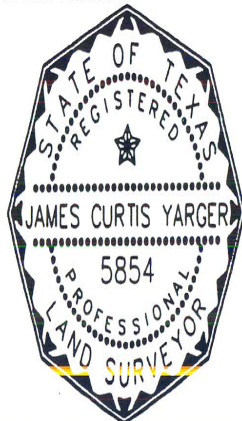
EXHIBIT A

CASE NO. 011-016

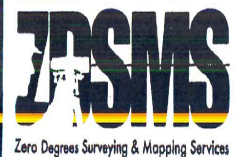


I HEREBY STATE THAT THIS PLAT SHOWS THE PROPOSED LOCATIONS AS SHOWN.

James Curtis Yarger
JAMES CURTIS YARGER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS #5854



REV.	DATE	BY:	DESCRIPTION	CHK
2	11-30-11	GG	EDIT EXISTING PIPELINE TEXT	CY
1	11-29-11	GG	ADD "PROPOSED" TO WELL LOCATION TEXT	CY
PROJECT NO. 1109036				



403 West Loop 820, Suite 160
Fort Worth, Texas 76108
(817) 367-6900 ~ Fax (817) 367-1973

Calon Petroleum Operating Company

EXHIBIT SHOWING
PROPOSED
PECAN ACRES 23-A NO. 2
PROPOSED FLOWLINE, ACCESS ROAD AND
ELECTRIC LINE LOCATIONS
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

DRAWN BY: GG	DATE: 11-28-11	DWG. NO.	REV.
CHECKED BY: CY	DATE: 11-28-11	1109036 PECAN ACRES 23-A NO. 2 EXHIBIT	2
SCALE: 1"=600'	APP.:	PAGE 1 OF 1	



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-017; hold a public hearing regarding a proposed oil and gas well permit (Callon – Pecan Acres 23A No. 2) located on the east side of Golden Gate Drive, ¾ mile north of Briarwood Avenue.

Purpose:

At approximately 10:54 a.m. hold a public hearing on a request from Callon Petroleum Operating Company to drill an oil and gas well on property located 467' FEL and 1,983' FNL of the land described as Section 23, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval. This well and two others will be sharing a pad site since the operator will be utilizing directional drilling technology. The applicant is requesting a variance from the landscaping requirements. In addition a vapor recovery unit is being proposed near the battery site; this variance will require Council support of a variance since the recovery unit is not permitted in the city's ordinance. A 250' by 250' fresh water pit is also proposed during drilling operations. The fresh water pit will be located near the tank battery.

Attachments: Application; Location map; Drill site location, Exhibits A, B & C

0-11-017



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
12-01-11	Callon Petroleum Operating Company	P.O. Box 1287 Natchez, MS 39121
Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 686-1828
Jimmy Baggett	4305 N. Garfield, Ste. 235 Midland, TX 79710	Rep. Fax (432) 686-2764
Fee: \$4,000.00 Rec'd Yes ☐ No ☐		

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services: No. 1 (Tele.): No. 2 (Tele.):

Option B: Jimmy Baggett

4305 N. Garfield, Ste. 235, Midland, TX 79710

Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Vince Borrello (432) 553-9522

4305 N. Garfield, Ste. 235, Midland, TX 79710

Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): NONE Two, Annie #3, Annie #8

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): SEE ATTACHMENT 1

1.

2.

3.

ATTACHED AS EXHIBIT C is a Title Opinion by Mike Canon, a licensed Texas Attorney/Title Commitment by Abstract Company/n Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. ATTACHED

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Residential Structures

ATTACHED AS EXHIBIT D is a Title Opinion by see tax cert. 'S, a licensed Texas Attorney/n 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

ATTACHED AS EXHIBIT E is a (map/p Int/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 Int/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

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(3b)]. ATTACHED

IV. Well & Operations Information

Proposed Well Name: Pecan Acres 23 A

No. 2

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:

See attached

Legal Description of Proposed Well Site

467' FEL, 1,983' FNL of Section 23, Block 40, T1S, T & P RR
Co. Survey, Midland County, Texas (Abstract 252)

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. ATTACHED

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

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

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 VARIANCE REQUEST

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: No public utilities will be needed during drilling operations.
- (2) Operations: See Exhibit N and N-3

Description of water source to be used during Drilling:

Water will be pulled from water wells existing on the property and hauled if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit G&N attached

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O - Pits will be deep Buried in accordance to City of Midland requirements.

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

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

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. ATTACHED

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

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. SEE EXHIBIT T & Attachment T-1

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

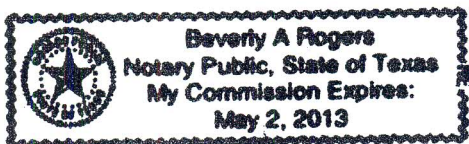
Callon Petroleum Operating Company

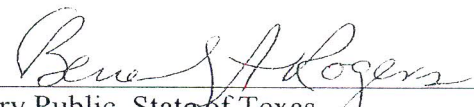
By:

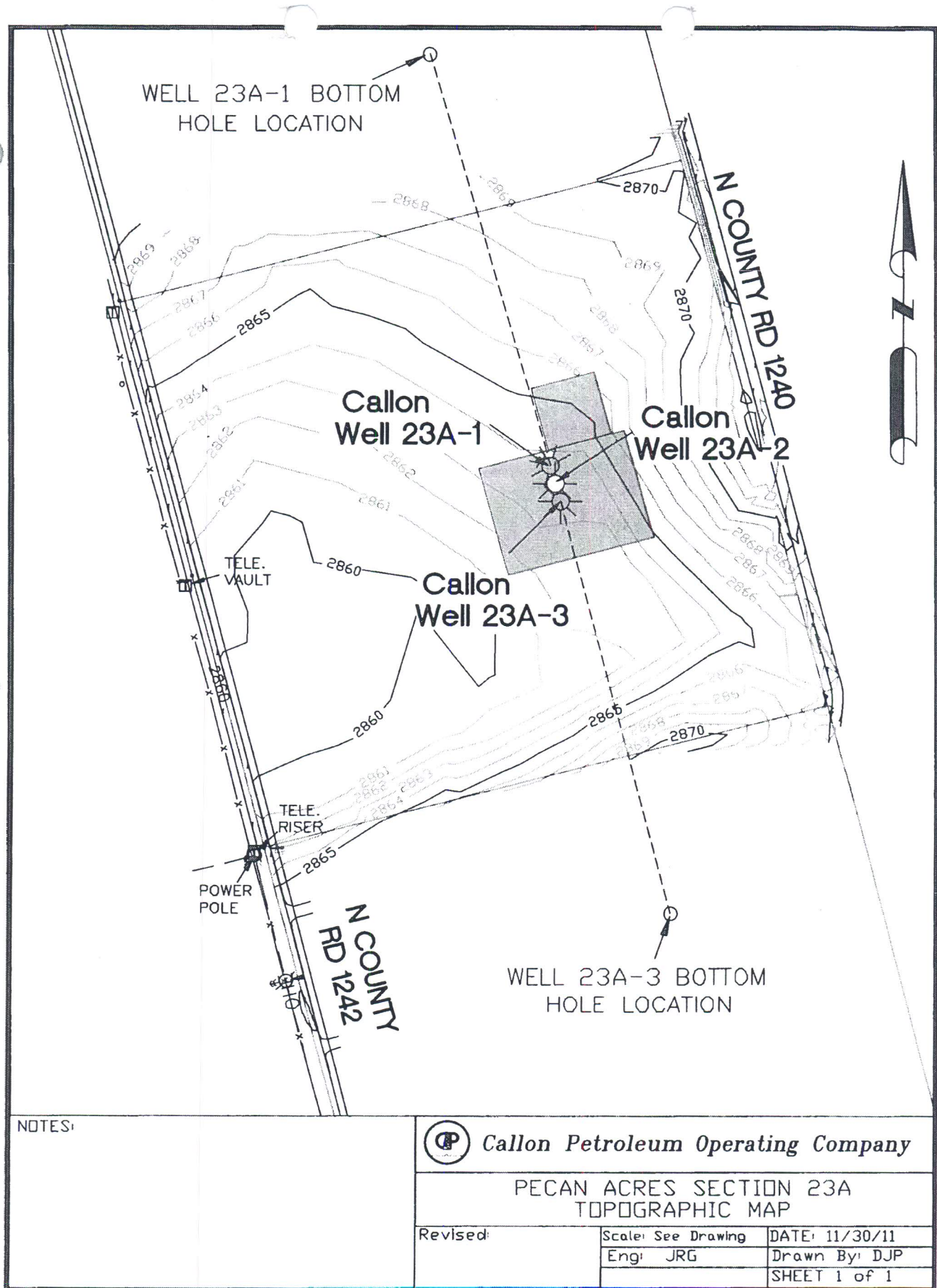

Jimmy Wright, CPL
Land Manager – Permian Basin

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas



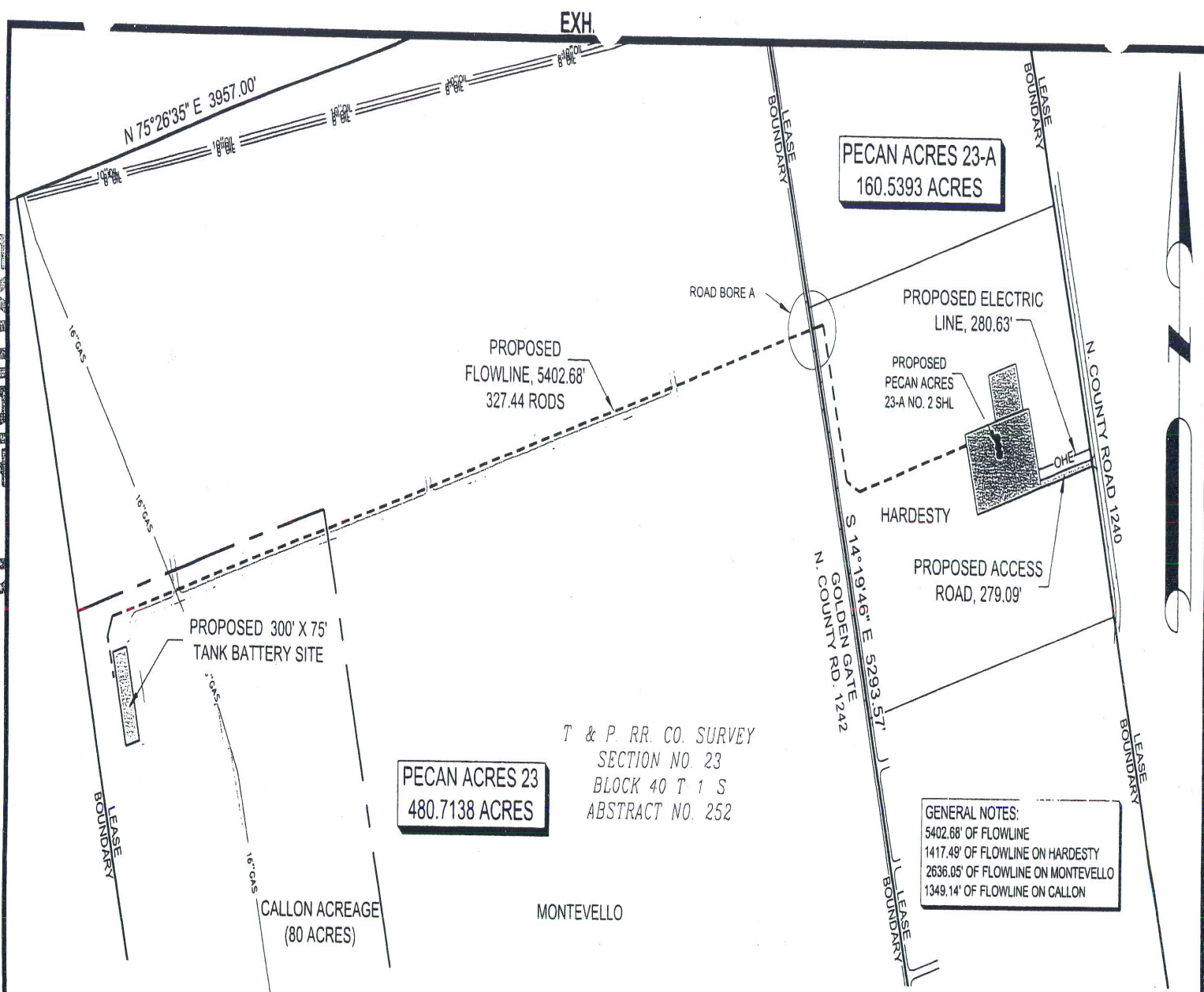
Attachment G-8

EXHIBIT A

CASE NO. 0-11-017

EXHIBIT B
Attachment N-7.2

CASE NO. 0-11017



LEGEND

- OHE— = PROPOSED OVERHEAD ELECTRIC LINES
- = PROPOSED FLOWLINES
- = PROPOSED ACCESS ROADS
- = PROPOSED WELL LOCATION

REV.	DATE	BY:	DESCRIPTION	CHK
2	11-30-11	GG	EDIT EXISTING PIPELINE TEXT	CY
1	11-29-11	GG	ADD "PROPOSED" TO WELL LOCATION TEXT	CY

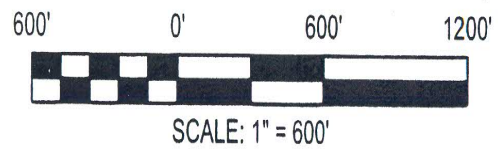
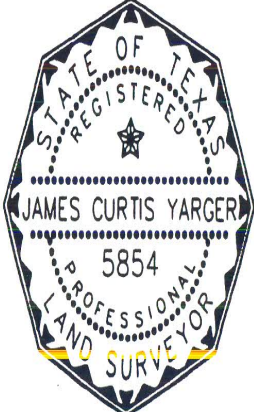
PROJECT NO. 1109036

ZPSMS
Zero Degrees Surveying & Mapping Services

403 West Loop 820, Suite 160
Fort Worth, Texas 76108
(817) 367-6900 ~ Fax (817) 367-1973

I HEREBY STATE THAT THIS PLAT SHOWS
THE PROPOSED LOCATIONS AS SHOWN.

James Curtis Yarger
JAMES CURTIS YARGER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS #5854



Callon Petroleum Operating Company

EXHIBIT SHOWING
PROPOSED
PECAN ACRES 23-A NO. 2
PROPOSED FLOWLINE, ACCESS ROAD AND
ELECTRIC LINE LOCATIONS
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

DRAWN BY: GG	DATE: 11-28-11	DWG. NO.	REV.
CHECKED BY: CY	DATE: 11-29-11	1109036 PECAN ACRES 23-A NO. 2 EXHIBIT	2
SCALE: 1"=600'	APP.:	PAGE 1 OF 1	



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-018; hold a public hearing regarding a proposed oil and gas well permit (Callon – Pecan Acres 23A No. 3) located on the east side of Golden Gate Drive, ¾ mile north of Briarwood Avenue.

Purpose:

At approximately 10:54 a.m. hold a public hearing on a request from Callon Petroleum Operating Company to drill an oil and gas well on property located 467' FEL and 2,008' FNL of the land described as Section 23, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval. This well and two others will be sharing a pad site since the operator will be utilizing directional drilling technology. The applicant is requesting a variance from the landscaping requirements. In addition a vapor recovery unit is being proposed near the battery site; this variance will require Council support of a variance since the recovery unit is not permitted in the city's ordinance. A 250' by 250' fresh water pit is also proposed during drilling operations. The fresh water pit will be located near the tank battery.

Attachments: Application; Location map; Drill site location, Exhibits A, B & C

0-11-018



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
12-01-11	Callon Petroleum Operating Company	P.O. Box 1287 Natchez, MS 39121
Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 686-1828
Jimmy Baggett	4305 N. Garfield, Ste. 235 Midland, TX 79710	Rep. Fax (432) 686-2764
Fee: \$4,000.00 Rec'd Yes ☐ No ☐		
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B: Jimmy Baggett 4305 N. Garfield, Ste. 235, Midland, TX 79710		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Vince Borrello (432) 553-9522 4305 N. Garfield, Ste. 235, Midland, TX 79710		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]) NONE Two, Annie #3, Annie #8		

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): SEE ATTACHMENT 1

-
-
-

ATTACHED AS EXHIBIT C is (a Title Opinion by Mike Canon, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from a Certified Petroleum Landman/an opinion letter from a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. ATTACHED

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Residential Structures

ATTACHED AS EXHIBIT D is (a Title Opinion by see tax cert.'s, 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

ATTACHED AS EXHIBIT E is a (map/p (a/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 (a/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

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)]. ATTACHED

IV. Well & Operations Information

Proposed Well Name: Pecan Acres 23 A No. 3

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:

See attached

Legal Description of Proposed Well Site: 467' FEL, 2,008' FNL of Section 23, Block 40, T1S, T & P RR Co. Survey, Midland County, Texas (Abstract 252)

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. ATTACHED

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

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

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 VARIANCE REQUEST

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: No public utilities will be needed during drilling operations.
- (2) Operations: See Exhibit N and N-3

Description of water source to be used during Drilling:

Water will be pulled from water wells existing on the property and hauled if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit G&N attached

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O - Pits will be deep Buried in accordance to City of Midland requirements.

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

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

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. ATTACHED

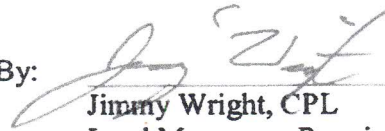
ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. ATTACHED

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. SEE EXHIBIT T & Attachment T-1

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

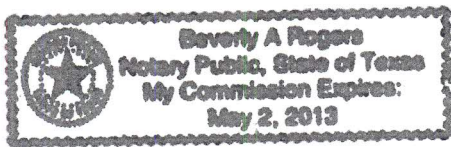
Callon Petroleum Operating Company

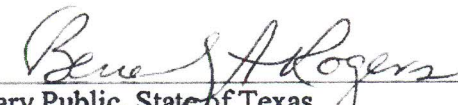
By:

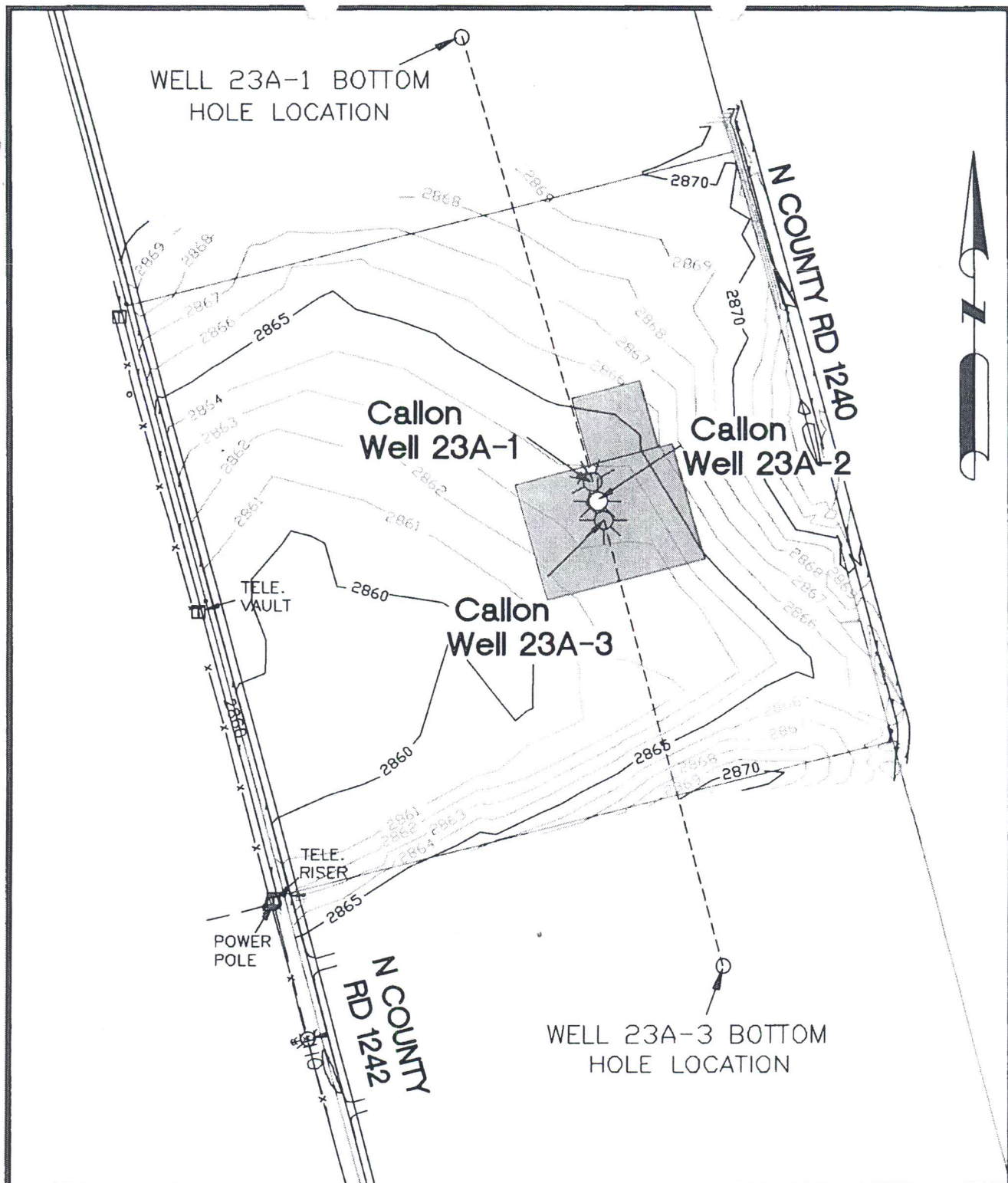

Jimmy Wright, CPL
Land Manager – Permian Basin

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas



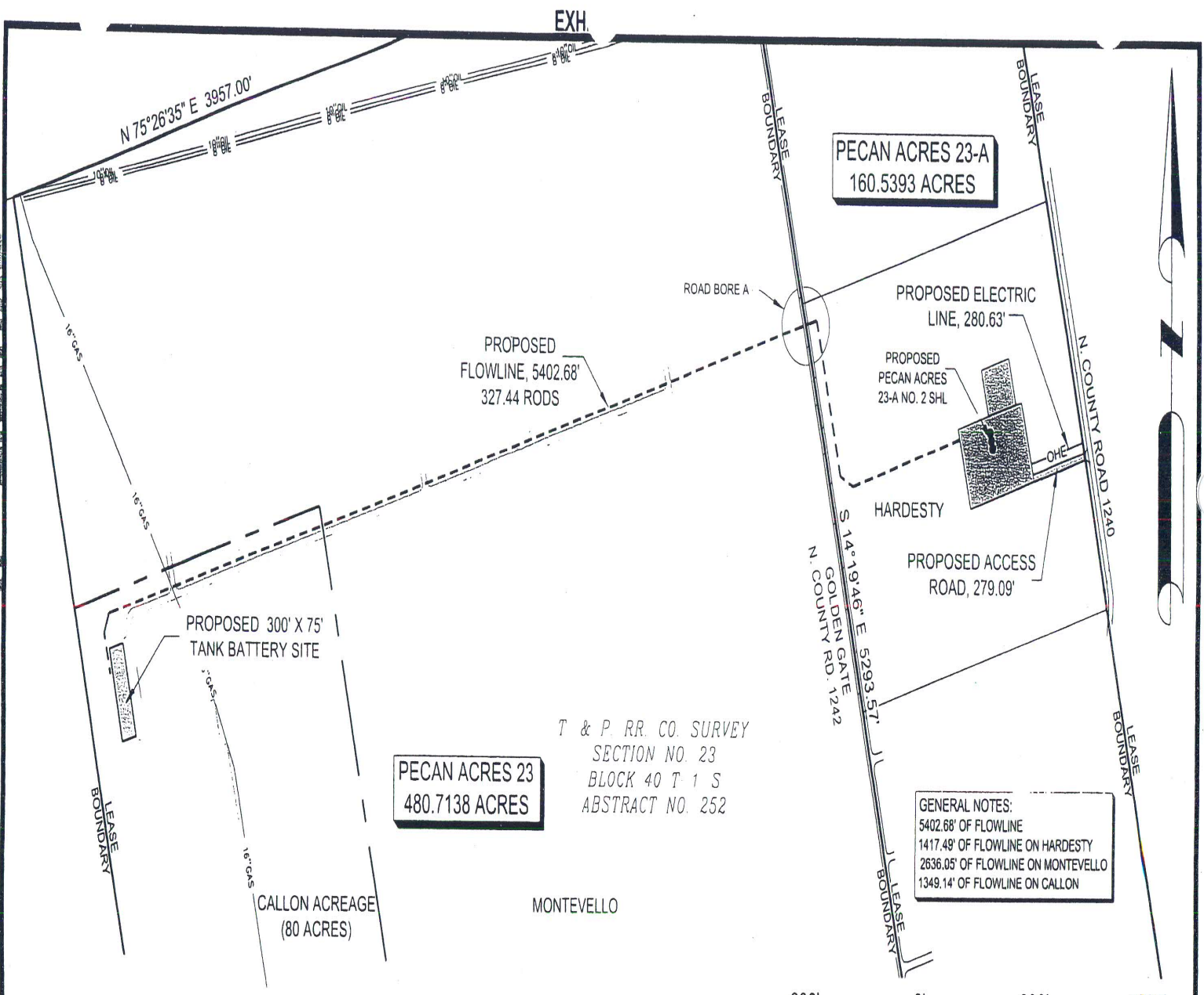
NOTES:

 Callon Petroleum Operating Company		
PECAN ACRES SECTION 23A TOPOGRAPHIC MAP		
Revised:	Scale: See Drawing	DATE: 11/30/11
	Eng: JRG	Drawn By: DJP
		SHEET 1 of 1

Attachment G-8

EXHIBIT A

CASE NO. 0-11-018



LEGEND

- OHE— = PROPOSED OVERHEAD ELECTRIC LINES
- = PROPOSED FLOWLINES
- = PROPOSED ACCESS ROADS
- = PROPOSED WELL LOCATION

I HEREBY STATE THAT THIS PLAT SHOWS THE PROPOSED LOCATIONS AS SHOWN.

James Curtis Yarger
JAMES CURTIS YARGER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS #5854

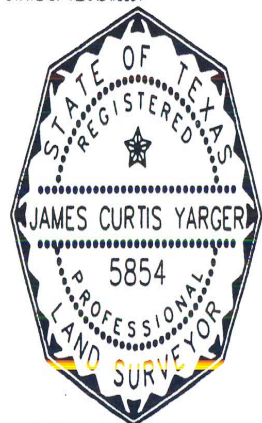


EXHIBIT SHOWING
PROPOSED
PECAN ACRES 23-A NO. 2
PROPOSED FLOWLINE, ACCESS ROAD AND
ELECTRIC LINE LOCATIONS
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

REV.	DATE	BY:	DESCRIPTION	CHK
2	11-30-11	GG	EDIT EXISTING PIPELINE TEXT	CY
1	11-29-11	GG	ADD "PROPOSED" TO WELL LOCATION TEXT	CY

PROJECT NO. 1109036

ZPSMS
Zero Degrees Surveying & Mapping Services
403 West Loop 820, Suite 160
Fort Worth, Texas 76108
(817) 367-6900 ~ Fax (817) 367-1973

DRAWN BY: GG	DATE: 11-28-11	DWG. NO.	REV.
CHECKED BY: CY	DATE: 11-28-11	1109036 PECAN ACRES 23-A NO 2 CH001	2
SCALE: 1"=600'	APP.:	PAGE 1 OF 1	



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012
TO: CITY COUNCIL/CITY MANAGER
FROM: Gary Saunders, Transportation Manager
SUBJECT: 2011 Annual Traffic Accident Report

Purpose:

Present the 2011 Annual Traffic Accident Report

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Transportation Division has completed the 2011 Annual Traffic Accident Report. The total number of accidents in the City of Midland increased 10.67 percent (%) from 2,963 in 2010 to 3,279 in 2011.

Twenty-five (25) intersections had seven (7) or more accidents in 2011 compared to fourteen (14) in 2010.

There was one intersection with an M.E.V. (Million entering vehicle) rating of 2.0 or above in 2011. The M.E.V. rating is a ratio of number of accidents that occur at an intersection per one (1) million vehicles that travel through the intersection within a year.

The highest rated intersection by M.E.V. in 2011 was Midland Drive and Briarwood Avenue with a 2.74 rating and Twenty-four (24) accidents.

The number of injuries increased from 835 in 2010 to 1,160 in 2011.

The number of fatalities decreased from sixteen (16) in 2010 to six (6) in 2011.

The number of alcohol and/or drug related accidents increased from one hundred forty-one (141) in 2010 to two hundred ninety-two (292) in 2011.

The average M.E.V. rating of the intersections listed in the 2011 Annual Traffic Accident Report is .917 compared to .64 in 2010 indicating a low ratio of accidents to traffic volume throughout the City of Midland.

Traffic volume counts taken in 2011 indicate a 9.23% average increase in traffic volume throughout the City of Midland compared to the 2010 counts which can be a contributing factor to the overall increased number of annual accidents.

We will continue to study and monitor all intersections listed in the 2011 Annual Traffic Accident Report and implement any changes or additions to the existing traffic control devices or intersection geometrics as is warranted.



TRANSPORTATION DIVISION

MIDLAND TRAFFIC ACCIDENT REPORT - 2011

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*MEV= Million Entering Vehicles

TOTAL ACCIDENTS BY YEAR

<u>2008</u>				
1. Non-injury accidents			2,284	68.48%
2. Injury accidents			823	24.62%
a. Number of injuries -	1,214			
a. Unknown			224	6.63%
4. Fatal accidents			12	0.27%
a. Number of fatalities -	13			
5. Total Accidents			3,331	100.00%
<u>2009</u>				
1. Non-injury accidents			2,228	70.85%
2. Injury accidents			596	18.95%
a. Number of injuries -	866			
a. Unknown			304	10.00%
4. Fatal accidents			16	0.20%
a. Number of fatalities -	17			
5. Total Accidents			3,144	100.00%
<u>2010</u>				
1. Non-injury accidents			2,123	71.65%
2. Injury accidents			648	21.87%
a. Number of injuries -	835			
a. Unknown			177	5.97%
4. Fatal accidents			15	0.51%
a. Number of fatalities -	16			
5. Total Accidents			2,963	100.00%
<u>2011</u>				
1. Non-injury accidents			2,309	70.41%
2. Injury accidents			828	25.25%
a. Number of injuries -	1,160			
a. Unknown			142	4.21%
4. Fatal accidents			6	0.13%
a. Number of fatalities -	6			
5. Total Accidents			3,279	100.00%

2011 HIGH ACCIDENT LOCATIONS BY YEAR (INTERSECTION)

	Location	2011	2010	2009	2008	Total
1	MIDLAND DR. & BRIARWOOD AVE.	24	14	7	5	50
2	ANDREWS HWY. & MIDLAND DR.	20	11	14	7	52
3	WALL ST. & MIDKIFF RD.	17	14	12	15	58
4	ANDREWS HWY. & MIDKIFF RD.	14	8	6	8	36
5	LOOP-250 & GARFIELD ST.	13	6	3	1	23
6	LOOP-250 W.S.R. & ANDREWS HWY.	13	1	6	5	25
7	MIDLAND DR. & WADLEY AVE.	13	10	15	12	50
8	LOOP-250 & ANDREWS HWY.	11	5	2	2	20
9	MIDLAND DR. & ILLINOIS AVE.	10	5	4	6	25
10	MIDLAND DR. & LOOP-250	10	7	3	6	26
11	RANKIN HWY. & IH-20	10	5	2	2	19
12	ANDREWS HWY. & LOOP-250 E.S.R.	9	0	1	2	12
13	CUTHBERT & ANDREWS HWY.	9	4	5	8	26
14	MIDKIFF RD. & COURTYARD DR.	9	8	6	6	29
15	MIDLAND DR. & NEELY AVE.	9	5	4	4	22
16	WADLEY AVE. & GARFIELD ST.	9	5	5	8	27
17	WADLEY AVE. & MIDKIFF RD.	9	7	7	7	30
18	ANDREWS HWY. & ALPINE ST.	8	1	1	4	14
19	BIG SPRING ST. & ILLINOIS AVE.	8	6	3	0	17
20	GARFIELD ST. & FRONT AVE.	8	5	0	4	17
21	MIDLAND DR. & LOOP-250 N.S.R.	8	4	6	8	26
22	BIG SPRING ST. & SCHARBAUER DR.	7	8	3	7	25
23	BIG SPRING ST. & WALL ST.	7	5	5	6	23
24	FLORIDA AVE. & BIG SPRING ST.	7	8	4	13	32
25	WALL ST. & THOMASON DR.	7	8	10	10	35

2011 HIGH ACCIDENT LOCATIONS (INTERSECTION) -MEV*

	LOCATION	2011 Total	4 YEAR Total	RATE PER MEV*	RANK BY FREQUENCY	RANK BY Rate
1	MIDLAND DR. & BRIARWOOD AVE.	24	50	2.7396	1	1
2	ANDREWS HWY. & MIDLAND DR.	20	52	1.1477	2	4
3	WALL ST. & MIDKIFF RD.	17	58	1.3480	3	3
4	ANDREWS HWY. & MIDKIFF RD.	14	36	0.7636	4	15
5	LOOP-250 & GARFIELD ST.	13	23	1.0599	5	6
6	LOOP-250 W.S.R. & ANDREWS HWY.	13	25	1.1462	5	5
7	MIDLAND DR. & WADLEY AVE.	13	50	0.9281	5	9
8	LOOP-250 & ANDREWS HWY.	11	20	0.9698	6	8
9	MIDLAND DR. & ILLINOIS AVE.	10	25	1.3798	7	2
10	MIDLAND DR. & LOOP-250	10	26	0.5622	7	23
11	RANKIN HWY. & IH-20	10	19	0.6549	7	21
12	ANDREWS HWY. & LOOP-250 E.S.R.	9	12	0.7935	8	14
13	CUTHBERT & ANDREWS HWY.	9	26	0.7402	8	16
14	MIDKIFF RD. & COURTYARD DR.	9	29	1.0105	8	7
15	MIDLAND DR. & NEELY AVE.	9	22	0.6746	8	20
16	WADLEY AVE. & GARFIELD ST.	9	27	0.6149	8	22
17	WADLEY AVE. & MIDKIFF RD.	9	30	0.5270	8	24
18	ANDREWS HWY. & ALPINE ST.	8	14	0.8337	9	11
19	BIG SPRING ST. & ILLINOIS AVE.	8	17	0.8293	9	12
20	GARFIELD ST. & FRONT AVE.	8	17	0.8562	9	10
21	MIDLAND DR. & LOOP-250 N.S.R.	8	26	0.4497	9	25
22	BIG SPRING ST. & SCHARBAUER DR.	7	25	0.7100	10	17
23	BIG SPRING ST. & WALL ST.	7	23	0.6781	10	19
24	FLORIDA AVE. & BIG SPRING ST.	7	32	0.7025	10	18
25	WALL ST. & THOMASON DR.	7	35	0.8136	10	13

2011 HIGH ACCIDENT LOCATIONS BY TYPE

	Location	2011	R/A	L/T	H/O	R/E	PED	OTHER	4 YR TOTAL
1	MIDLAND DR. & BRIARWOOD AVE.	24	4	15	1	1	0	3	50
2	ANDREWS HWY. & MIDLAND DR.	20	3	1	0	13	0	3	52
3	WALL ST. & MIDKIFF RD.	17	1	4	0	6	0	6	58
4	ANDREWS HWY. & MIDKIFF RD.	14	1	1	0	7	0	5	36
5	LOOP-250 & GARFIELD ST.	13	1	0	0	10	0	2	23
6	LOOP-250 W.S.R. & ANDREWS HWY.	13	0	0	0	10	0	3	25
7	MIDLAND DR. & WADLEY AVE.	13	3	7	1	1	0	1	50
8	LOOP-250 & ANDREWS HWY.	11	0	0	0	6	0	5	20
9	MIDLAND DR. & ILLINOIS AVE.	10	2	0	1	3	0	4	25
10	MIDLAND DR. & LOOP-250	10	1	0	0	3	0	6	26
11	RANKIN HWY. & IH-20	10	3	0	0	6	0	1	19
12	ANDREWS HWY. & LOOP-250 E.S.R.	9	1	0	0	7	0	1	12
13	CUTHBERT & ANDREWS HWY.	9	3	0	0	3	0	3	26
14	MIDKIFF RD. & COURTYARD DR.	9	1	1	0	6	0	1	29
15	MIDLAND DR. & NEELY AVE.	9	3	2	0	2	0	2	22
16	WADLEY AVE. & GARFIELD ST.	9	1	4	0	2	0	2	27
17	WADLEY AVE. & MIDKIFF RD.	9	1	1	0	3	0	4	30
18	ANDREWS HWY. & ALPINE ST.	8	2	0	0	5	0	1	14
19	BIG SPRING ST. & ILLINOIS AVE.	8	3	0	1	3	0	1	17
20	GARFIELD ST. & FRONT AVE.	8	1	2	0	2	0	3	17
21	MIDLAND DR. & LOOP-250 N.S.R.	8	0	2	0	6	0	0	26
22	BIG SPRING ST. & SCHARBAUER DR.	7	0	5	1	1	0	0	25
23	BIG SPRING ST. & WALL ST.	7	1	2	0	3	0	1	23
24	FLORIDA AVE. & BIG SPRING ST.	7	1	3	0	3	0	0	32
25	WALL ST. & THOMASON DR.	7	4	0	0	3	0	0	35

2011 ACCIDENTS BY MONTH

	Total Accidents	Non-Inj Accidents	Injury Accidents	Unknown	No. of Injuries	Fatal Accidents	No. of Fatalities	DUI Driver
January	228	166	56	6	77	0	0	22
February	237	167	65	5	90	0	0	19
March	238	174	55	9	83	1	1	17
April	281	202	67	12	92	1	1	37
May	294	217	69	8	84	1	1	25
June	248	175	61	12	84	0	0	33
July	215	141	59	15	83	0	0	27
August	294	206	71	17	98	0	0	22
September	281	201	71	9	104	0	0	19
October	300	198	88	14	125	1	1	23
November	331	234	78	19	103	1	1	16
December	332	228	88	16	137	1	1	32
TOTAL	3,279	2,309	828	142	1,160	6	6	292

2011 FATALITY ACCIDENT LISTING

	DATE	DAY	TIME	AGE	SEX	LOCATION
1	3/8/2011	TUESDAY	5:57 AM	45	M	FM 1788 1.9 MI. N. OF LOOP-40
2	4/30/2011	SATURDAY	1:44 AM	59	F	RANKIN HWY. & IH-20
3	5/23/2011	MONDAY	11:42 AM	24	M	LOOP-250 .10 MI. N. OF ANETTA DR.
4 *	10/28/2011	FRIDAY	3:17 AM	27	M	ANDREWS HWY. .40 MI. E. OF FM 1788
5	11/5/2011	SATURDAY	5:45 PM	22	M	IH-20 50' W. OF RANKIN HWY.
6	12/30/2011	FRIDAY	6:45 PM	47	F	THOMASON DR. & WALL ST.

* Alcohol Related

PEDESTRIANS INVOLVED IN ACCIDENTS BY AGE GROUP

AGE GROUP		PERCENT
4 TO 6	Preschool age	3
6 TO 12	Elementary School	2
13 TO 18	Jr./ Sr. High School	4
19 TO 100	Adult	23
Unknown		
	TOTAL	32
		100%

BICYCLISTS INVOLVED IN ACCIDENTS BY AGE GROUP

AGE GROUP			
4 TO 6	Preschool age	0	0.00%
6 TO 12	Elementary School	1	10.00%
13 TO 18	Jr./ Sr. High School	5	45.00%
19 TO 100	Adult	5	45.00%
Unknown			
	TOTAL	11	100%

SCHOOL AGE PEDESTRIAN / BICYCLIST ACCIDENTS BY TIME

	Accidents involving school age pedestrians during school hours on school days:	a.	Location	No. of Accidents	Percent
A.			At School crosswalk	1	20.00%
			In School zones	0	0.00%
			All others	1	20.00%
B.	All other accidents involving school age pedestrians:			3	60.00%
	TOTAL			5	100%

PEDESTRIAN / BICYCLIST ACCIDENTS BY LOCATION

Location	No. of Accidents	Percent
Intersection	15	35.00%
Mid-Block	28	65.00%
Alley	0	0.00%
Private Property	0	0.00%
TOTAL	43	100%

2011 PEDESTRIAN ACCIDENT LISTING

	DATE	DAY	TIME	AGE	GENDER	LOCATION
1	1/5/2011	WED	2:41 PM	42	M	MARIENFELD ST. 5' N. OF ILLINOIS AVE.
2	1/18/2011	TUES	5:00 PM	16	M	MARIANA AVE. 50' E. OF MIDKIFF RD.
3	2/9/2011	WED	7:53 AM	17	M	ILLINOIS AVE. 100' NW. OF D ST.
4	2/13/2011	SUN	2:55 AM	27	F	INDUSTRIAL AVE. 25' E. OF TERRELL ST.
5	2/20/2011	SUN	7:32 PM	41	F	PECAN AVE. .10 MI. E. OF LINCOLN ST.
6	3/24/2011	THURS	6:11 PM	8	M	EDWARDS ST. 400' N. OF MISSISSIPPI AVE.
7	3/26/2011	SAT	12:19 PM	23	M	GARFIELD ST. 100' S. OF WADLEY AVE.
8	3/26/2011	SAT	12:19 PM	57	M	GARFIELD ST. 100' S. OF WADLEY AVE.
9	4/20/2011	WED	9:10 PM	52	F	THOMASON DR. 300' N. OF WALL ST.
10	5/3/2011	TUES	6:07 PM	22	M	PRINCETON AVE. & MIDLAND DR.
11	5/12/2011	THURS	9:24 PM	72	F	GARFIELD ST. & MAXWELL DR.
12	5/19/2011	THURS	9:10 PM	14	M	NEW YORK AVE. 65' E. OF MARSHALL ST.
13	5/22/2011	SUN	2:08 PM	14	M	MIDKIFF RD. 50' S. OF WADLEY AVE.
14 *	5/23/2011	MON	11:42 AM	24	M	LOOP-250 .10 MI. N. OF ANETTA DR.
15	5/25/2011	WED	7:19 AM	50	F	WALL ST. 20' E. OF I ST.
16	5/30/2011	MON	12:58 AM	50	F	MIDLAND DR. & WADLEY AVE.
17	6/30/2011	THURS	12:53 PM	31	F	WALL ST. 100' NE. OF MIDKIFF RD.
18	8/8/2011	MON	5:06 PM	40	M	WALL ST. 35' E. OF BIG SPRING ST.
19	8/18/2011	THURS	9:31 AM	6	M	ILLINOIS AVE. & DODSON ST.
20	9/7/2011	WED	4:17 PM	2	M	CARRIZO ST. 10' N. OF MICHIGAN AVE.
21	9/25/2011	SUN	5:19 AM	57	M	BIG SPRING ST. 60' N. OF PINE AVE.
22	10/6/2011	THURS	1:20 PM	23	M	MIDKIFF RD. 150' S. OF WADLEY AVE.
23	10/10/2011	MON	8:06 AM	20	F	LIDDON AVE. 30' E. OF BRYANT ST.
24	10/10/2011	MON	9:05 PM	61	M	NOBLES AVE. 5' W. OF DALLAS ST.
25	10/22/2011	SAT	7:11 PM	6	F	ANDREWS HWY. 500' W. OF LOCKHEED AVE.

2011 PEDESTRIAN ACCIDENT LISTING

	DATE	DAY	TIME	AGE	GENDER	LOCATION
26	11/3/2011	THURS	2:05 PM	25	F	WADLEY 45' W. OF THORNBERRY DR.
27	11/14/2011	MON	2:02 PM	58	M	BIG SPRING ST. 20' N. OF TENNESSEE AVE.
28	12/2/2011	FRI	4:11 PM	48	F	HARLOWE DR. 15' E. OF MIDLAND DR.
29	12/6/2011	TUES	10:30 AM	63	F	BIG SPRING ST. 10' N. OF SCHARBAUER DR.
30	12/7/2011	WED	7:13 PM	62	F	IH-20 150' E. OF RANKIN HWY.
31	12/7/2011	WED	7:13 PM	2	F	IH-20 150' E. OF RANKIN HWY.
32	12/10/2011	SAT	12:03 PM	7	F	ILLINOIS AVE. 300' W. OF MIDKIFF RD.
33	12/22/2011	THURS	7:20 PM	24	M	ANDREWS HWY. 150' E. OF MIDLAND DR.

Fatal *

2011 BICYCLE ACCIDENT LISTING

	DATE	DAY	TIME	AGE	SEX	LOCATION
1	3/18/2011	FRI	11:59 AM	57	M	PERRY ST. & WADLEY AVE.
2	4/18/2011	MON	5:39 PM	16	F	GARFIELD ST. & CASTLEFORD RD.
3	4/27/2011	WED	5:09 PM	58	F	MIDKIFF RD. 275' N. OF CUTHBERT AVE.
4	5/17/2011	TUES	11:23 PM	55	F	BANKHEAD HWY. 25' E. OF FRONT AVE.
5	8/5/2011	FRI	12:14 PM	29	M	ANREWS HWY. 75' E. OF MIDLAND DR.
6	8/23/2011	TUES	4:05 PM	37	M	POWELL ST. & MARIANA AVE.
7	9/17/2011	SAT	7:24 PM	8	M	CARVER ST. 75' N. OF INDIANA AVE.
8	9/30/2011	FRI	7:23 PM	18	M	NOBLES AVE. & MAIN ST.
9	10/16/2011	SUN	6:35 PM	14	M	SHADYLANE DR. 10' S. OF ILLINOIS AVE.
10	11/19/2011	SAT	5:18 PM	14	F	RANKIN HWY. & HICKS AVE.
11	11/27/2011	SUN	12:55 PM	15	M	GARFIELD ST. & STUTZ PL.

Fatal *

2011 ANNUAL TRAFFIC COUNTS

	LOCATIONS	2011 COUNT	DATE	2010 COUNT	DATE	CHANGE
1	A ST. N. OF CUTHBERT AVE.	11,617	1/3/2011	10,535	10/28/2010	10.27%
2	A ST. N. OF LOOP-250	4,230	1/3/2011	4,029	11/1/2010	4.99%
3	A ST. N. OF NEELY AVE.	10,322	1/5/2011	10,665	11/1/2010	-3.22%
4	A ST. N. OF WADLEY AVE.	3,636	1/5/2011	4,412	11/2/2010	-17.59%
5	ANDREWS HWY. N. OF LOUISIANA AVE.	27,424	1/12/2011	27,868	10/26/2010	-1.59%
6	ANDREWS HWY. W. OF GODFREY ST.	30,479	1/19/2011	27,417	11/4/2010	11.17%
7	ANDREWS HWY. W. OF LOOP-250 EB UNDERPASS	5,050	1/10/2011	5,031	10/27/2010	0.38%
8	ANDREWS HWY. W. OF LOOP-250 WB UNDERPASS	5,961	1/10/2011	4,389	10/27/2010	35.82%
9	ANDREWS HWY. W. OF MIDKIFF RD.	23,863	1/26/2011	24,776	11/3/2010	-3.69%
10	ANDREWS HWY. W. OF MIDLAND DR.	21,843	1/11/2011	21,893	11/8/2010	-0.23%
11	ANDREWS HWY. W. OF WHITNEY DR.	26,996	1/18/2011	27,269	10/27/2010	-1.00%
12	BANKHEAD HWY. E. OF MIDKIFF RD.	1,962	1/18/2011	1,920	10/27/2010	2.19%
13	BANKHEAD HWY. N. OF FRONT ST.	1,571	1/18/2011	1,353	11/4/2010	16.11%
14	BIG SPRING ST. N. OF CUTHBERT AVE.	24,389	1/24/2011	25,750	11/3/2010	-5.29%
15	BIG SPRING ST. N. OF FLORIDA AVE.	17,278	1/26/2011	17,673	11/3/2010	-2.24%
16	BIG SPRING ST. N. OF GOLF COURSE RD.	25,014	1/31/2011	25,770	11/9/2010	-2.93%
17	BIG SPRING ST. N. OF LOOP-250	8,158	1/31/2011	8,733	10/20/2010	-6.58%
18	BIG SPRING ST. N. OF LOUISIANA AVE.	21,652	2/8/2011	20,941	11/9/2010	3.40%
19	BIG SPRING ST. N. OF NEELY AVE.	24,058	2/8/2011	19,959	11/11/2010	20.54%
20	BIG SPRING ST. N. OF WADLEY AVE.	21,318	2/10/2011	20,521	11/11/2010	3.88%
21	BLUEBIRD LN. W. OF MIDKIFF RD.	1,762	1/10/2011	2,128	10/28/2010	-17.20%
22	BLUEBIRD LN. W. OF WHITMAN ST.	2,891	1/19/2011	2,940	10/19/2010	-1.67%
23	BLUEBIRD ST. W. OF GARFIELD ST.	3,364	1/19/2011	3,290	11/22/2010	2.25%
24	BRIARWOOD AVE. W. OF MATHIS ST.	6,937	2/14/2011	7,737	11/11/2010	-10.34%
25	BRIARWOOD AVE. W. OF MIDLAND DR.	10,993	2/14/2011	10,697	11/22/2010	2.77%

2011 ANNUAL TRAFFIC COUNTS

	LOCATIONS	2011 COUNT	DATE	2010 COUNT	DATE	CHANGE
26	CARVER ST. N. OF FRONT ST.	1,782	2/15/2011	1,712	10/28/2010	4.09%
27	CLOVERDALE RD. E. OF LAMESA RD.	3,616	2/15/2011	3,043	11/9/2010	18.83%
28	COLORADO ST. S. OF MICHIGAN AVE.	574	2/15/2011	458	11/2/2010	25.33%
29	CUTHBERT AVE. W. OF A ST.	2,557	1/27/2011	2,562	11/22/2010	-0.20%
30	CUTHBERT AVE. W. OF BIG SPRING ST.	5,239	1/27/2011	5,599	11/23/2010	-6.43%
31	CUTHBERT AVE. W. OF FAIRGROUNDS RD.	980	1/27/2011	1,162	11/8/2010	-15.66%
32	CUTHBERT AVE. W. OF GARFIELD ST.	3,799	2/16/2011	2,996	11/23/2010	26.80%
33	CUTHBERT AVE. W. OF LAMESA RD.	4,336	1/27/2011	3,320	11/8/2010	30.60%
34	CUTHBERT AVE. W. OF MIDKIFF RD.	5,422	2/16/2011	5,748	3/23/2010	-5.67%
35	CUTHBERT AVE. W. OF MIDLAND DR.	2,061	2/16/2011	2,099	3/23/2010	-1.81%
36	FAIRGROUNDS RD. N. OF FRONT ST.	9,422	2/17/2011	9,019	11/29/2010	4.47%
37	FAIRGROUNDS RD. N. OF GOLF COURSE RD.	8,180	2/17/2011	7,986	11/29/2010	2.43%
38	FAIRGROUNDS RD. N. OF WADLEY AVE.	5,128	2/17/2011	3,894	11/4/2010	31.69%
39	FLORIDA AVE. E. OF GARFIELD ST.	5,182	2/17/2011	9,990	12/1/2010	-48.13%
40	FLORIDA AVE. E. OF MAIN ST.	13,245	2/24/2011	13,124	12/2/2010	0.92%
41	FLORIDA AVE. E. OF TERRELL ST.	8,546	3/7/2011	10,966	12/2/2010	-22.07%
42	FRONT ST. E. OF CARVER ST.	9,456	3/8/2011	8,537	11/30/2010	10.76%
43	FRONT ST. E. OF GARFIELD ST.	13,539	3/8/2011	12,843	12/6/2010	5.42%
44	FRONT ST. E. OF MAIN ST.	12,113	3/10/2011	10,873	12/6/2010	11.40%
45	FRONT ST. E. OF MARIENFELD ST.	11,377	3/21/2011	11,887	12/6/2010	-4.29%
46	FRONT ST. S. OF WALL ST.	12,760	3/23/2011	10,252	12/7/2010	24.46%
47	GARDEN CITY HWY. E. OF FAIRGROUNDS RD.	8,570	3/24/2011	8,140	12/8/2010	5.28%
48	GARDEN CITY HWY. E. OF I-20	13,388	4/7/2011	12,127	12/8/2010	10.40%
49	GARDEN CITY HWY. E. OF LAMESA RD.	7,864	4/11/2011	7,211	12/13/2010	9.06%
50	GARFIELD ST. N. OF CARTER AVE.	6,244	3/23/2011	Construction	N/A	#VALUE!

2011 ANNUAL TRAFFIC COUNTS

	LOCATIONS	2011 COUNT	DATE	2010 COUNT	DATE	CHANGE
51	GARFIELD ST. N. OF CUTHBERT AVE.	12,635	4/12/2011	12,295	12/1/2010	2.77%
52	GARFIELD ST. N. OF FRONT ST.	16,903	4/14/2011	15,493	12/13/2010	9.10%
53	GARFIELD ST. N. OF GOLF COURSE RD.	13,103	4/18/2011	13,127	12/14/2010	-0.18%
54	GARFIELD ST. N. OF LOOP-250	4,567	4/18/2011	4,673	12/15/2010	-2.27%
55	GARFIELD ST. N. OF NEELY AVE.	14,551	4/19/2011	14,605	12/15/2010	-0.37%
56	GARFIELD ST. N. OF SIESTA LN.	19,391	4/25/2011	21,478	12/20/2010	-9.72%
57	GIST AVE. E. OF TERRELL ST.	1,448	3/9/2011	1,696	11/11/2010	-14.62%
58	GOLF COURSE RD. E. OF BIG SPRING ST.	3,548	4/26/2011	2,746	10/20/2010	29.21%
59	GOLF COURSE RD. E. OF GARFIELD ST.	11,121	4/26/2011	10,953	11/30/2010	1.53%
60	GOLF COURSE RD. E. OF LAMESA RD.	2,678	4/27/2011	3,066	10/25/2010	-12.65%
61	GOLF COURSE RD. E. OF MIDKIFF RD.	12,905	4/27/2011	12,537	10/25/2010	2.94%
62	GOLF COURSE RD. E. OF SCHARBAUER DR.	4,964	4/27/2011	4,737	10/25/2010	4.79%
63	HAYNES DR. E. OF MIDKIFF RD.	2,008	4/28/2011	1,698	10/11/2010	18.26%
64	HOLIDAY HILL RD. N. OF LOOP-250	9,617	4/28/2011	9,290	10/12/2010	3.52%
65	I-20 N.S.R. E. OF MIDKIFF RD.	4,604	5/2/2011	4,457	9/30/2010	3.30%
66	I-20 S.S.R. E. OF MIDKIFF RD.	3,989	5/2/2011	4,042	9/30/2010	-1.31%
67	ILLINOIS AVE. W. OF A ST.	5,377	5/4/2011	5,541	9/29/2010	-2.96%
68	ILLINOIS AVE. W. OF ANDREWS HWY.	9,870	5/18/2011	10,155	9/29/2010	-2.81%
69	ILLINOIS AVE. W. OF MIDKIFF RD.	14,256	5/12/2011	13,964	9/28/2010	2.09%
70	ILLINOIS AVE. W. OF MIDLAND DR.	5,812	5/12/2011	5,974	10/11/2010	-2.71%
71	INDUSTRIAL AVE. W. OF GARFIELD ST.	4,746	5/19/2011	2,180	10/7/2010	117.71%
72	INDUSTRIAL AVE. W. OF MAIN ST.	1,517	5/19/2011	5,698	10/7/2010	-73.38%
73	KENT ST. N. OF OHIO ST.	5,421	5/23/2011	5,682	10/6/2010	-4.59%
74	LAMESA RD. N. OF CUTHBERT AVE.	9,100	5/23/2011	9,676	9/27/2010	-5.95%
75	LAMESA RD. N. OF GARDEN CITY HWY.	8,225	5/31/2011	8,920	9/27/2010	-7.79%

2011 ANNUAL TRAFFIC COUNTS

	LOCATIONS	2011 COUNT	DATE	2010 COUNT	DATE	CHANGE
76	LAMESA RD. N. OF I-20	4,352	5/31/2011	4,472	9/23/2010	-2.68%
77	LAMESA RD. N. OF SCHARBAUER DR.	7,868	6/1/2011	9,655	9/22/2010	-18.51%
78	LAMESA RD. N. OF WADLEY AVE.	5,591	6/6/2011	7,742	9/22/2010	-27.78%
79	LOOP-250 N. SVC. RD. E. OF A ST. WB	2,580	11/7/2011	2,134	9/16/2010	20.90%
80	LOOP-250 S. SVC. RD. W. OF A ST. EB	4,260	11/7/2011	4,599	1/13/2011	-7.37%
81	LOOP-250 N. SVC. RD. E. OF FAIRGROUNDS RD. WB	5,290	6/8/2011	4,908	9/15/2010	7.78%
82	LOOP-250 S. SVC. RD. W. OF FAIRGROUNDS RD. EB	6,693	6/8/2011	8,691	9/15/2010	-22.99%
83	LOOP-250 THROUGHWAY E. OF A ST. EB	19,068	10/24/2011	18,536	9/15/2010	2.87%
84	LOOP-250 THROUGHWAY E. OF A ST. WB	17,675	10/24/2011	22,280	9/15/2010	-20.67%
85	LOOP-250 THROUGHWAY E. OF BIG SPRING ST. EB	8,593	11/1/2011	7,030	9/13/2010	22.23%
86	LOOP-250 THROUGHWAY E. OF BIG SPRING ST. WB	6,955	11/1/2011	6,833	9/13/2010	1.79%
87	LOOP-250 THROUGHWAY E. OF GARFIELD ST. EB	17,737	10/24/2011	17,246	9/13/2010	2.85%
88	LOOP-250 THROUGHWAY E. OF GARFIELD ST. WB	16,779	10/24/2011	22,114	9/13/2010	-24.12%
89	LOOP-250 THROUGHWAY E. OF MIDKIFF ST. EB	18,832	10/17/2011	18,914	9/9/2010	-0.43%
90	LOOP-250 THROUGHWAY E. OF MIDKIFF ST. WB	18,434	10/17/2011	18,612	9/9/2010	-0.96%
91	LOOP-250 THROUGHWAY E. OF MIDLAND DR. EB	15,782	10/17/2011	14,347	9/8/2010	10.00%
92	LOOP-250 THROUGHWAY E. OF MIDLAND DR. WB	14,943	10/17/2011	13,906	9/8/2010	7.46%
93	LOOP-250 THROUGHWAY N. OF ANDREWS HWY. NB	14,304	10/12/2011	13,991	9/7/2010	2.24%
94	LOOP-250 THROUGHWAY N. OF ANDREWS HWY. SB	14,421	10/12/2011	13,384	9/7/2010	7.75%
95	LOOP-250 THROUGHWAY N. OF HWY 80 NB	11,478	10/12/2011	10,231	9/7/2010	12.19%
96	LOOP-250 THROUGHWAY N. OF HWY 80 SB	10,314	10/12/2011	8,896	9/7/2010	15.94%
97	LOOP-250 THROUGHWAY N. OF THOMASON DR. NB	13,921	10/12/2011	12,662	9/7/2010	9.94%
98	LOOP-250 THROUGHWAY N. OF THOMASON DR. SB	13,854	10/12/2011	12,163	9/7/2010	13.90%
99	LOOP-250 THROUGHWAY N. OF WADLEY AVE. NB	15,703	10/17/2011	13,104	9/8/2010	19.83%
100	LOOP-250 THROUGHWAY N. OF WADLEY AVE. SB	15,915	10/17/2011	15,504	9/9/2010	2.65%

2011 ANNUAL TRAFFIC COUNTS

	LOCATIONS	2011 COUNT	DATE	2010 COUNT	DATE	CHANGE
101	LORAIN ST. S. OF MICHIGAN AVE.	757	6/13/2011	863	9/8/2010	-12.28%
102	LOUISIANA AVE. W. OF A ST.	1,932	6/13/2011	3,831	9/2/2010	-49.57%
103	LOUISIANA AVE. W. OF GARFIELD ST.	4,214	6/13/2011	5,685	9/2/2010	-25.88%
104	MAIN ST. N. OF CUTHBERT AVE.	3,642	6/16/2011	4,575	8/31/2010	-20.39%
105	MAIN ST. N. OF FLORIDA AVE.	2,554	6/16/2011	3,126	8/31/2010	-18.30%
106	MAIN ST. N. OF ILLINOIS AVE.	3,217	6/16/2011	3,660	8/31/2010	-12.10%
107	MAIN ST. N. OF SCHARBAUER DR.	3,186	6/16/2011	3,134	8/30/2010	1.66%
108	MARIENFELD ST. N. OF FRONT ST.	1,652	6/20/2011	2,074	8/30/2010	-20.35%
109	MARIENFELD ST. N. OF ILLINOIS AVE.	2,383	6/20/2011	2,644	8/30/2010	-9.87%
110	MARIENFELD ST. N. OF LOUISIANA AVE.	1,875	6/20/2011	1,896	6/25/2010	-1.11%
111	MICHIGAN AVE. W. OF A ST.	3,614	6/21/2011	4,728	6/22/2010	-23.56%
112	MICHIGAN AVE. W. OF GARFIELD ST.	2,522	6/21/2011	3,554	8/31/2010	-29.04%
113	MIDKIFF RD. S. OF ANDREWS HWY.	22,592	6/22/2011	22,363	8/25/2010	1.02%
114	MIDKIFF RD. S. OF BANKHEAD HWY.	12,355	6/22/2011	11,840	3/11/2010	4.35%
115	MIDKIFF RD. S. OF BLUEBIRD DR.	12,603	6/27/2011	13,946	8/24/2010	-9.63%
116	MIDKIFF RD. S. OF CUTHBERT AVE.	20,444	6/27/2011	21,055	8/24/2010	-2.90%
117	MIDKIFF RD. S. OF HAYNES AVE.	23,365	6/29/2011	26,002	8/23/2010	-10.14%
118	MIDKIFF RD. S. OF ILLINOIS AVE.	17,666	6/29/2011	19,207	8/19/2010	-8.02%
119	MIDKIFF RD. S. OF LOOP-250	20,573	6/30/2011	22,805	8/19/2010	-9.79%
120	MIDKIFF RD. S. OF MOCKINGBIRD	5,489	7/14/2011	4,994	12/27/2010	9.91%
121	MIDKIFF RD. S. OF NEELY AVE.	22,929	7/11/2011	24,626	8/18/2010	-6.89%
122	MIDKIFF RD. S. OF WADLEY AVE.	24,713	7/19/2011	25,947	8/17/2010	-4.76%
123	MIDLAND DR. N. OF ANDREWS HWY.	23,269	7/21/2011	24,003	8/16/2010	-3.06%
124	MIDLAND DR. N. OF CUTHBERT AVE.	16,850	7/26/2011	17,188	8/11/2010	-1.97%
125	MIDLAND DR. N. OF ILLINOIS AVE.	15,339	7/27/2011	15,720	8/10/2010	-2.42%

2011 ANNUAL TRAFFIC COUNTS

	LOCATIONS	2011 COUNT	DATE	2010 COUNT	DATE	CHANGE
126	MIDLAND DR. N. OF LOOP-250	10,369	7/28/2011	10,359	8/9/2010	0.10%
127	MIDLAND DR. N. OF MOCKINGBIRD LN.	6,224	8/8/2011	7,588	8/5/2010	-17.98%
128	MIDLAND DR. N. OF NEELY AVE.	24,150	8/8/2011	22,966	8/4/2010	5.16%
129	MIDLAND DR. N. OF THOMASON DR.	11,168	8/9/2011	11,931	8/3/2010	-6.40%
130	MIDLAND DR. N. OF WADLEY AVE.	23,803	8/9/2011	23,295	7/15/2010	2.18%
131	MIDLAND DR. N. OF WALL ST.	6,871	8/10/2011	6,362	7/12/2010	8.00%
132	MISSOURI AVE. W. OF A ST.	1,519	8/10/2011	1,435	6/22/2010	5.85%
133	MOCKINGBIRD LN. W. OF BIG SPRING ST.	649	8/10/2011	520	6/21/2010	24.81%
134	MOCKINGBIRD LN. W. OF MIDKIFF RD.	3,442	8/11/2011	4,040	6/16/2010	-14.80%
135	MOCKINGBIRD LN. W. OF MIDLAND DR.	542	8/11/2011	542	6/15/2010	0.00%
136	MOCKINGBIRD LN. W. OF WHITMAN DR.	694	8/11/2011	507	6/15/2010	36.88%
137	NEELY AVE. W. OF A ST.	3,555	8/15/2011	4,011	6/14/2010	-11.37%
138	NEELY AVE. W. OF BIG SPRING ST.	3,896	8/15/2011	4,420	6/14/2010	-11.86%
139	NEELY AVE. W. OF GARFIELD ST.	4,594	8/15/2011	4,642	6/14/2010	-1.03%
140	NEELY AVE. W. OF MIDKIFF RD.	3,048	8/15/2011	3,163	6/14/2010	-3.64%
141	NEELY AVE. W. OF MIDLAND DR.	2,705	8/15/2011	3,549	6/9/2010	-23.78%
142	OHIO AVE. W. OF MARIENFELD ST.	1,821	8/15/2011	1,621	6/9/2010	12.34%
143	RANKIN HWY. N. OF LONGVIEW AVE.	23,114	8/22/2011	23,274	5/19/2010	-0.69%
144	RANKIN HWY. S. OF I-20	11,860	8/22/2011	15,339	5/19/2010	-22.68%
145	TERRELL ST. N. OF FLORIDA AVE.	3,426	8/23/2011	3,671	5/18/2010	-6.67%
146	TERRELL ST. N. OF FRONT ST.	2,218	8/23/2011	1,884	5/13/2010	17.73%
147	TEXAS AVE. W. OF A ST.	3,247	8/29/2011	3,235	5/11/2010	0.37%
148	THOMASON DR. E. OF LOOP-250	6,710	8/17/2011	7,338	4/12/2010	-8.56%
149	THOMASON DR. E. OF MIDLAND DR.	6,875	8/17/2011	7,242	4/12/2010	-5.07%
150	WADLEY AVE. W. OF A ST.	25,754	8/30/2011	24,444	5/11/2010	5.36%

2011 ANNUAL TRAFFIC COUNTS

	LOCATIONS	2011 COUNT	DATE	2010 COUNT	DATE	CHANGE
151	WADLEY AVE. W. OF BIG SPRING ST.	19,144	8/31/2011	18,367	4/27/2010	4.23%
152	WADLEY AVE. W. OF FAIRGROUNDS RD.	3,762	8/11/2011	3,923	4/27/2010	-4.10%
153	WADLEY AVE. W. OF GARFIELD ST.	24,372	9/6/2011	22,940	4/20/2010	6.24%
154	WADLEY AVE. W. OF GODFREY ST.	23,829	9/19/2011	23,174	3/29/2010	2.83%
155	WADLEY AVE. W. OF I ST.	25,049	9/21/2011	24,146	3/24/2010	3.74%
156	WADLEY AVE. W. OF LAMESA RD.	8,795	9/21/2011	8,091	3/23/2010	8.70%
157	WADLEY AVE. W. OF LOOP-250	3,390	9/26/2011	2,765	3/23/2010	22.60%
158	WADLEY AVE. W. OF MIDKIFF RD.	25,070	9/27/2011	22,023	3/17/2010	13.84%
159	WADLEY AVE. W. OF MIDLAND DR.	20,113	9/29/2011	16,180	3/10/2010	24.31%
160	WADLEY AVE. W. OF WARD ST.	23,964	9/28/2011	20,936	3/8/2010	14.46%
161	WALL ST. W. OF FRONT ST.	1,594	10/6/2011	1,929	3/8/2010	-17.37%
162	WALL ST. W. OF A ST.	13,669	10/10/2011	14,258	3/4/2010	-4.13%
163	WALL ST. W. OF ANDREWS HWY.	13,009	10/10/2011	14,130	3/3/2010	-7.93%
164	WALL ST. W. OF THOMASON DR.	15,099	10/5/2011	13,889	3/2/2010	8.71%
165	WARD ST. N. OF HAYNES AVE.	1,673	10/4/2011	1,406	2/18/2010	18.99%
166	WARD ST. N. OF WADLEY AVE.	2,810	10/4/2011	2,636	2/18/2010	6.60%
167	WHITNEY ST. N. OF ANDREWS HWY.	2,820	10/4/2011	3,076	2/18/2010	-8.32%

2011 SIGNALIZED INTERSECTIONS

#	LOCATION	DATE	COUNT
1	A ST. & CUTHBERT AVE.	2/14/2011	17,906
2	A ST. & ILLINOIS AVE.	2/16/2011	14,564
3	A ST. & LOUISIANA AVE.	2/22/2011	15,988
4	A ST. & MICHIGAN AVE.	2/17/2011	15,073
5	A ST. & MISSOURI AVE.	2/14/2011	7,401
6	A ST. & NEELY AVE.	3/7/2011	13,130
7	A ST. & SCHARBAUER DR.	2/22/2011	17,546
8	A ST. & TEXAS AVE.	2/15/2011	9,235
9	A ST. & WADLEY AVE.	11/8/2011	26,033
10	A ST. & WALL ST.	3/7/2011	15,741
11	AIR PARK RD. & BIG SPRING ST.	4/18/2011	22,539
12	ALPINE ST. & ANDREWS HWY.	10/26/2011	26,288
13	ANDREWS HWY. & CUTHBERT AVE.	10/10/2011	33,310
14	ANDREWS HWY. & GODFREY ST.	10/4/2011	28,728
15	ANDREWS HWY. & ILLINOIS AVE.	11/29/2011	34,466
16	ANDREWS HWY. & LOOP-250	1/18/2011	31,073
17	ANDREWS HWY. & LOUISIANA AVE.	10/5/2011	30,986
18	ANDREWS HWY. & MICHIGAN AVE.	10/4/2011	26,568
19	ANDREWS HWY. & MIDKIFF RD.	2/10/2011	50,226
20	ANDREWS HWY. & MIDLAND DR.	1/5/2011	47,739
21	ANDREWS HWY. & OHIO AVE.	12/1/2011	29,189
22	ANDREWS HWY. & TEXAS AVE.	10/24/2011	25,948
23	ANDREWS HWY. & WALL ST.	10/26/2011	28,613
24	ANDREWS HWY. & WHITNEY DR.	10/24/2011	32,110
25	BANKHEAD HWY. & MIDKIFF RD.	11/16/2011	16,152

2011 SIGNALIZED INTERSECTIONS

#	LOCATION	DATE	COUNT
26	B I-20 & LOOP-250 E.	10/24/2011	19,463
27	B I-20 & LOOP-250 W.	11/1/2011	21,488
28	BIG SPRING ST. & CUTHBERT AVE.	4/25/2011	24,932
29	BIG SPRING ST. & FLORIDA AVE.	1/13/2011	27,298
30	BIG SPRING ST. & GOLF COURSE RD.	4/12/2011	30,504
31	BIG SPRING ST. & ILLINOIS AVE.	4/26/2011	26,427
32	BIG SPRING ST. & LOOP-250	5/11/2011	30,070
33	BIG SPRING ST. & LOUISIANA AVE.	4/14/2011	24,347
34	BIG SPRING ST. & MICHIGAN AVE.	4/14/2011	22,267
35	BIG SPRING ST. & MISSOURI AVE.	4/12/2011	20,802
36	BIG SPRING ST. & NEELY AVE.	4/28/2011	28,967
37	BIG SPRING ST. & OHIO AVE.	4/12/2011	22,585
38	BIG SPRING ST. & SCHARBAUER DR.	5/2/2011	27,009
39	BIG SPRING ST. & TEXAS AVE.	4/27/2011	21,425
40	BIG SPRING ST. & WADLEY AVE.	6/20/2011	33,470
41	BIG SPRING ST. & WALL ST.	5/3/2011	28,279
42	BRIARWOOD AVE. & HOLIDAY HILL RD.	2/22/2011	12,047
43	BRIARWOOD AVE. & MATHIS ST.	5/2/2011	8,621
44	BRIARWOOD AVE. & MIDLAND DR.	1/27/2011	24,001
45	C ST. & ILLINOIS AVE.	3/22/2011	5,984
46	CARVER ST. & FRONT AVE.	2/16/2011	12,636
47	CIRCLE DR. & WALL ST.	5/5/2011	14,170
48	COLORADO ST. & ILLINOIS AVE.	5/11/2011	2,897
49	COLORADO ST. & MISSOURI AVE.	1/31/2011	1,655
50	COLORADO ST. & TEXAS AVE.	2/23/2011	3,568

2011 SIGNALIZED INTERSECTIONS

#	LOCATION	DATE	COUNT
51	COLORADO ST. & WALL ST.	5/23/2011	5,589
52	CUTHBERT AVE. & GARFIELD ST.	4/5/2011	12,474
53	CUTHBERT AVE. & LAMESA RD.	3/9/2011	11,638
54	CUTHBERT AVE. & MIDKIFF RD.	8/30/2011	24,511
55	CUTHBERT AVE. & MIDLAND DR.	7/26/2011	20,998
56	EISENHOWER DR. & HWY. 80	11/3/2011	19,147
57	FAIRGROUNDS RD. & GARDEN CITY HWY.	6/7/2011	12,036
58	FLORIDA AVE. & LAMESA RD.	2/8/2011	14,844
59	FLORIDA AVE. & MAIN ST.	3/9/2011	14,239
60	FLORIDA AVE. & TERRELL ST.	3/22/2011	14,479
61	FRONT AVE. & GARFIELD ST.	11/29/2011	25,596
62	FRONT AVE. & LAMESA RD.	5/23/2011	19,610
63	FRONT AVE. & MAIN ST.	5/25/2011	12,298
64	FRONT AVE. & MARIENFELD ST.	5/18/2011	16,027
65	FRONT AVE. & TERRELL ST.	5/19/2011	13,559
66	GARFIELD ST. & GOLF COURSE RD.	4/4/2011	19,726
67	GARFIELD ST. & LOOP-250	11/17/2011	33,602
68	GARFIELD ST. & LOUISIANA AVE.	3/29/2011	13,612
69	GARFIELD ST. & MAXWELL DR.	4/4/2011	21,596
70	GARFIELD ST. & MICHIGAN AVE.	3/31/2011	10,646
71	GARFIELD ST. & MISSOURI AVE.	3/28/2011	17,980
72	GARFIELD ST. & NEELY AVE.	4/7/2011	17,984
73	GARFIELD ST. & SIESTA LN.	4/7/2011	22,965
74	GARFIELD ST. & WADLEY AVE.	11/15/2011	40,097
75	GODFREY ST. & WADLEY AVE.	6/29/2011	20,030

2011 SIGNALIZED INTERSECTIONS

#	LOCATION	DATE	COUNT
76	GOLF COURSE RD. & LAMESA RD.	5/4/2011	12,070
77	GOLF COURSE RD. & MIDKIFF RD.	10/17/2011	32,001
78	HAYNES AVE. & MIDKIFF RD.	2/7/2011	26,665
79	I-20 & RANKIN HWY. NORTH	8/15/2011	23,683
80	I-20 & RANKIN HWY. SOUTH	8/15/2011	18,146
81	I ST. & WADLEY AVE.	6/13/2011	25,164
82	ILLINOIS AVE. & LORAIN ST.	7/27/2011	9,535
83	ILLINOIS AVE. & MAIN ST.	6/16/2011	8,443
84	ILLINOIS AVE. & MARIENFELD ST.	11/28/2011	7,411
85	ILLINOIS AVE. & McDONALD ST.	3/8/2011	16,782
86	ILLINOIS AVE. & MIDKIFF RD.	6/23/2011	30,636
87	ILLINOIS AVE. & MIDLAND DR.	9/26/2011	19,855
88	INDUSTRIAL AVE. & MIDKIFF RD.	11/16/2011	16,152
89	LAMESA RD. & SCHARBAUER DR.	1/13/2011	12,140
90	LAMESA RD. & SOUTH ST.	2/10/2011	10,628
91	LAMESA RD. & WADLEY AVE.	6/6/2011	12,854
92	LONGVIEW AVE. & RANKIN HWY.	8/11/2011	21,895
93	LOOP-250 & MIDKIFF RD.	1/19/2011	38,781
94	LOOP-250 & MIDLAND DR.	1/31/2011	48,730
95	LOOP-250 & THOMASON DR.	8/8/2011	27,110
96	LOOP-250 & TREMONT AVE.	8/8/2011	20,014
97	LOOP-250 & WADLEY AVE.	1/31/2011	46,785
98	LORAIN ST. & MISSOURI AVE.	3/23/2011	2,666
99	LORAIN ST. & TEXAS AVE.	6/13/2011	3,014
100	LORAIN ST. & WALL ST.	5/25/2011	4,868

2011 SIGNALIZED INTERSECTIONS

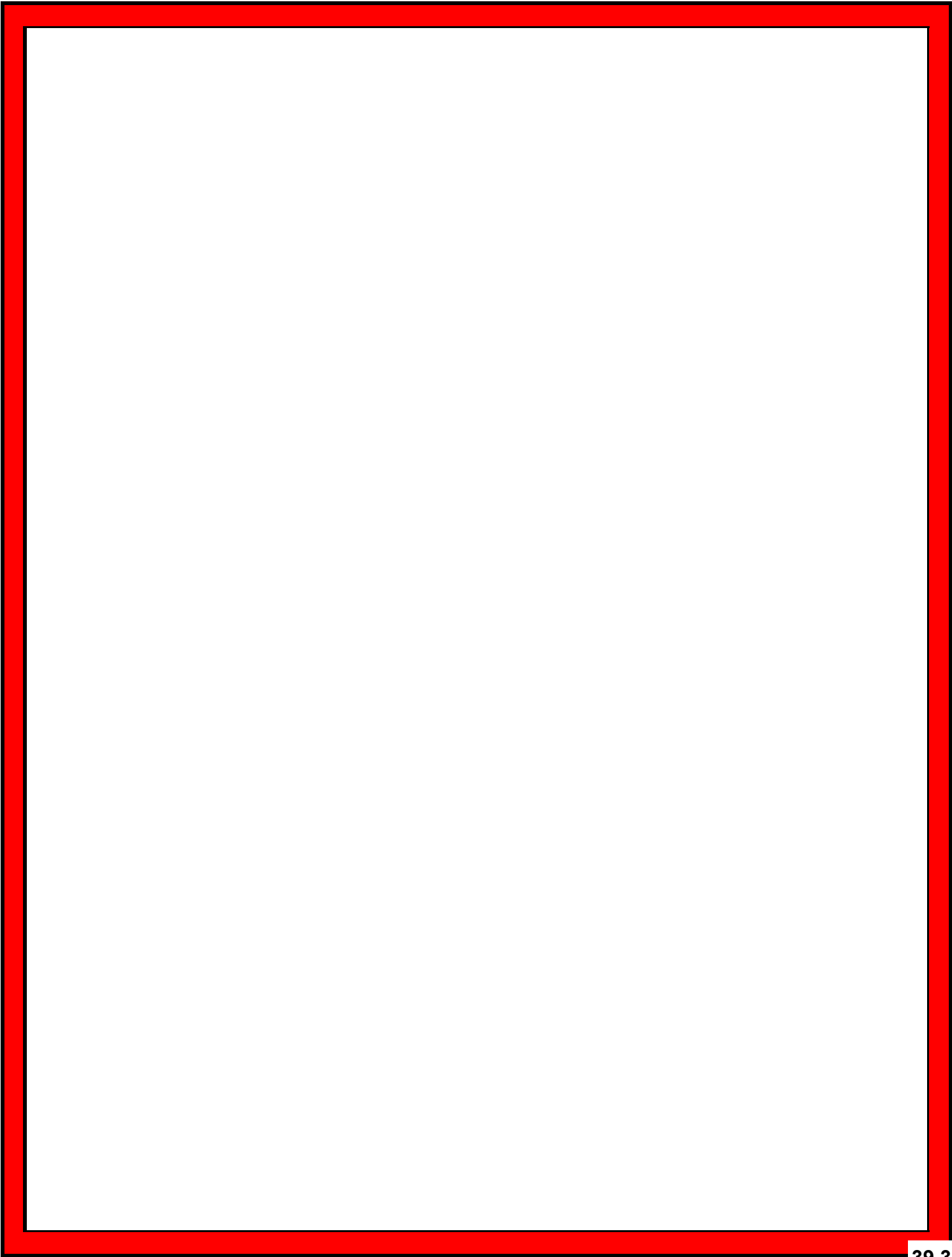
#	LOCATION	DATE	COUNT
101	MAIN ST. & SCHARBAUER DR.	3/21/2011	7,555
102	MAIN ST. & TEXAS AVE.	6/15/2011	5,588
103	MAIN ST. & WALL ST.	6/7/2011	6,373
104	MARIENFELD ST. & MISSOURI AVE.	3/21/2011	4,535
105	MARIENFELD ST. & TEXAS AVE.	6/14/2011	4,832
106	MARIENFELD ST. & WALL ST.	6/8/2011	9,107
107	MIDKIFF RD. & COURTYARD DR.	10/12/2011	24,399
108	MIDKIFF RD. & NEELY AVE.	10/12/2011	29,901
109	MIDKIFF RD. & WADLEY AVE.	1/31/2011	46,785
110	MIDKIFF RD. & WALL ST.	11/10/2011	34,551
111	MIDLAND DR. & NEELY AVE.	10/12/2011	36,547
112	MIDLAND DR. & ST. ANDREWS DR.	9/28/2011	10,979
113	MIDLAND DR. & TARGET	10/18/2011	23,661
114	MIDLAND DR. & THOMASON DR.	9/28/2011	14,543
115	MIDLAND DR. & WADLEY AVE.	1/11/2011	38,372
116	THOMASON DR. & WALL ST.	11/7/2011	23,570
117	WADLEY AVE. & SUNBURST DR.	8/3/2011	20,557
118	WADLEY AVE. & WARD ST.	8/3/2011	20,548
119	WALL ST. & WILLIAMS ST.	6/21/2011	18,672

2011 SPECIAL COUNTS

#	LOCATION	DIRECTION	DATE	COUNT
1	1500 DELMAR ST.	NB & SB	10/18/2011	727
2	1600 PINE AVE.	EB & WB	7/14/2011	377
3	1900 HUGHES ST.	NB & SB	9/29/2011	923
4	2500 STOREY	EB & WB	6/6/2011	302
5	3100 KANSAS AVE.	EB & WB	11/16/2011	1,086
6	3400 NORTHFIELD DR.	EB & WB	8/25/2011	869
7	3400 WOODHAVEN DR. (ALLEY)	EB & WB	5/11/2011	71
8	400 W. DORMARD AVE.	EB & WB	11/16/2011	570
9	4200 COYOTE	NB & SB	5/23/2011	204
10	4300 CEDAR SPRING DR.	EB & WB	11/17/2011	552
11	4900 BROWNWOOD DR.	EB & WB	8/22/2011	108
12	5000 POLO PARKWAY	EB & WB	5/11/2011	504
13	A ST. & SOLOMON LN.	NB & SB	7/20/2011	1,878
14	BENTWOOD DR. & LEISURE DR.	ALL	3/28/2011	1,316
15	BLUEBIRD LN. & MIDLAND DR.	ALL	8/1/2011	10,501
16	C ST. & KANSAS AVE.	ALL	5/3/2011	442
17	CALDERA BLVD. & CRISTA LN.	ALL	6/14/2011	1,008
18	COMMUNITY LN. & J ST.	ALL	1/10/2011	609
19	DENGAR AVE. & MOGFORD ST.	ALL	6/28/2011	414
20	ELLEN JANE WAY & RUSTIC TR.	ALL	6/9/2011	574
21	EMERSON LN. (ALLEY)	EB & WB	11/9/2011	119
22	FM 1788 & HWY. 191 ON & OFF RAMPS	EB & WB	11/29/2011	10,966
23	FM 1788 & HWY. 191 NORTH	ALL	11/8/2011	11,497
24	FM 1788 & HWY. 191 SOUTH	ALL	11/15/2011	13,573
25	GARFEILD ST. & FLORIDA AVE.	ALL	3/22/2011	14,627

2011 SPECIAL COUNTS

26	GODFREY ST. & TANNER DR.	ALL	10/20/2011	545
27	GULF AVE. & HUGHES ST.	ALL	11/10/2011	1,066
28	HARVARD AVE. & L ST.	ALL	5/4/2011	841
29	HUMBLE AVE. & MOGFORD ST.	ALL	3/28/2011	536
30	HUMBLE AVE. B/T GODFREY ST. & TARLETON ST.	EB & WB	11/9/2011	194
31	HWY. 158 & HWY. 191	RAMPS	10/4/2011	14,412
32	HWY. 158 & HWY. 191	ALL	10/6/2011	7,061
33	HWY. 158 & HWY. 191 UNDER UNDERPASS	NB & SB	10/18/2011	2,740
34	KANSAS AVE. & MAIN ST.	ALL	1/24/2011	3,956
35	LOOP-250 & HWY. 191	RAMPS	10/4/2011	16,491
36	LOUISIANA AVE. & POWELL ST.	ALL	6/14/2011	1,347
37	MAXWELL DR. & WARD. ST	ALL	10/19/2011	3,472
38	MICHIGAN AVE. & WEATHERFORD ST.	ALL	10/13/2011	636
39	MIDLAND DR. & NAVARRO DR.	ALL	8/23/2011	22,797
40	MOGFORD ST. & PRINCETON AVE.	ALL	4/11/2011	1,063
41	N. CO. RD. 1275 & HWY. 191	ALL	10/25/2011	4,346
42	SINCLAIR AVE. & WARD ST.	ALL	11/10/2011	1,694
43	SUNSHINE PKWY. & WHITTLE WAY	ALL	6/14/2011	788
44	WYDEWOOD DR. B/T DENGAR AVE. & DENTCREST DR.	NB & SB	11/9/2011	1,000





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: V-11-002, City-Initiated ROW Vacation

Purpose:

Consider an ordinance on a City-initiated proposal to vacate a portion of E. Hamby Avenue and two alleys.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to consider this application

Discussion:

The City Council adopted Ordinance 8969 on January 10th, 2010. This ordinance vacated a portion of E. Hamby Avenue and two alleys for the purpose of facilitating a replat of land owned by the City into a residential subdivision. This is being done in conjunction with Midland Habitat for Humanity and Midland Community Development Corporation. However, staff has been advised that the Antioch Baptist Church does not wish to own the northern 30 feet of E. Hamby Avenue, but it does wish to own all 20 feet of the north/south alley on the east side of its property. For this reason, the staff is recommending that the original ordinance be repealed, and that the attached ordinance be adopted that will accomplish all of the desired results. It vacates only the southern 40 feet of Hamby, leaving the northern 20 feet to be used as an alley, and conveys the eastern 10 feet of the vacated north/south alley to the church, instead of to the City. Additionally, there is no need to retain utility or drainage easements within these rights-of-way. Following adoption, the final plat can be approved and construction for affordable housing may commence.

Attachments:

Location Map
Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE VACATING AND ABANDONING A 0.52-ACRE TRACT OF STREET AND ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 79, EAST MIDLAND ADDITION, AND BLOCKS 2 AND 4, GLENN FRANCES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF EAST GOLF COURSE ROAD AND NORTH JACKSON STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$2,265.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; REPEALING ORDINANCE NO. 8969; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.52-acre tract of street and alley right-of-way located in Block 79, East Midland Addition, and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas, is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the right-of-way has been initiated by the City; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the right-of-way at \$2,265.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of the right-of-way in light of the abutting property owner's status as a nonprofit organization and the abutting property owner's dedication of right-of-way to the City in connection with the replat of this area; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein;

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

SECTION ONE. That the 0.52-acre tract of street and alley right-of-way located in Block 79, East Midland Addition, and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes, is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said right-of-way.

That the property vacated and abandoned herein shall be conveyed to and incorporated into adjacent property as follows:

1. The east-west alley in Block 2, Glenn Frances Addition, shall be incorporated into Lots 1-8, Block 2, Glenn Frances Addition.
2. The portion of the north-south alley between Block 2, Glenn Frances Addition, and Block 79, East Midland Addition (Sparks Park), and north of the north line of East Hamby Avenue and south of the south line of Golf Course Road shall be incorporated into Lots 4 and 5, Block 2, Glenn Frances Addition. The remainder of the alley south of the north line of East Hamby Avenue shall be incorporated into Block 79, East Midland Addition (Sparks Park).
3. The southern 40 feet of East Hamby Avenue shall be incorporated into Lots 1-4, Block 4, Glenn Frances Addition.

SECTION TWO. That the fee for the cost of the right-of-way vacated and abandoned herein to the adjoining property owner is hereby waived.

SECTION THREE. That City of Midland Ordinance No. 8969 is hereby repealed.

SECTION FOUR. 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 purposes of recording in the Official 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., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS ____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**LEGAL DESCRIPTION OF A 0.62 ACRE TRACT
VACATING STREETS AND ALLEYS IN BLOCK 79,
EAST MIDLAND ADDITION AND BLOCKS 2 AND 4, GLENN FRANCIS ADDITION
LOCATED IN SECTION 25, BLOCK 39, T-1-S, T.&P. RR CO. SURVEY,
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS**

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,702,277.21' and E= 1,760,528.42') the Northeast corner of Lot 4, Block 2, Glenn Francis Addition as recorded in Cabinet "B", Page 63, Plat Records of Midland County, Texas and the Northwest corner of the Northeast 5.00 Acres of Block 79, East Midland Addition as recorded in Volume 1, Page 52, Deed Records of Midland County, Texas and the most Northerly Northwest corner of this tract;

THENCE N75°57'35"E with the North line of said Block 79, East Midland Addition and the South right-of-way line of Golf Course Road, a distance of 20.00 feet to the Northeast corner of this tract;

THENCE S14°42'25"E with 20 feet East of and parallel to the East line of said Block 2, Glenn Francis Addition, a distance of 466.42 feet to the Southeast corner of this tract;

THENCE S75°57'35"W with the South line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 20.00 feet to the Southeast corner of Lot 4, Block 4, said Glenn Francis Addition and an exterior corner of this tract, from whence a 1/2" iron pipe found bears S36°58'29"W, a distance of 0.33 feet;

THENCE N14°42'25"W with the East line of said Lot 4, Block 4 and the West line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 123.69 feet to the Northeast corner of said Lot 4, Block 4, and an interior corner of this tract, from whence a 1/4" iron rod found bears S39°26'17"W, a distance of 0.36 feet;

THENCE S75°57'35"W with the North line of Lots 1, 2, 3 and 4, Block 4, said Glenn Francis Addition and the South right-of-way line of Hamby Avenue, a distance of 223.27 feet to the Northwest corner of said Lot 1, Block 4, and an exterior corner of this tract;

THENCE N14°42'25"W, a distance of 60.00 feet to the Southwest corner of Lot 8, Block 2, said Glenn Francis Addition and an exterior corner of this tract, from whence a 1/2" iron rod found bears S27°36'21"W, a distance of 0.36 feet;

THENCE N75°57'35"E with the South line of Lots 5, 6, 7 and 8, Block 2, said Glenn Francis Addition and the North right-of-way line of Hamby Avenue, a distance of 223.27 feet to the Southeast corner of said Lot 5, Block 2, and an interior corner of this tract;

THENCE N14°42'25"W with the East line of said Lot 5, Block 2 and the West line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 131.24 feet to the Northeast corner of said Lot 5, Block 2, and an interior corner of this tract;

THENCE S75°57'35"W with the North line of said Lots 5, 6, 7 and 8, Block 2, a distance of 223.27 feet to the Northwest corner of said Lot 8, Block 2, and an exterior corner of this tract;

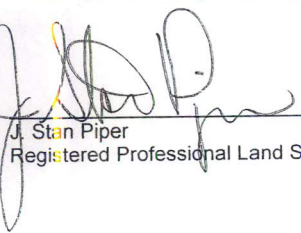
THENCE N14°42'25"W, a distance of 20.00 feet to the Southwest corner of Lot 1, Block 2, said Glenn Francis Addition and an exterior corner of this tract, from whence a 3/4" iron pipe found bears N45°29'36"E, a distance of 0.26 feet;

THENCE N75°57'35"E with the South line of Lots 1, 2, 3 and 4, Block 2, said Glenn Francis Addition, a distance of 223.27 feet to the Southeast corner of said Lot 4, Block 2, and an interior corner of this tract;

THENCE N14°42'25"W with the East line of said Lot 4, Block 2 and the West line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 131.49 feet to the Place of Beginning. Tract contains 27,188 square feet or 0.62 Acres.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, 1983/86 NAD, Central Zone, with a combine grid factor of 0.9998713, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on August 29, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974

Prepared for:
Parkhill, Smith, and Cooper, Inc.
1700 W. Wall Street, Suite 100
Midland, TX 79701

BOX 60432; MIDLAND, TX 79711; (432) 550-7810

EXHIBIT A



Office of
City Manager

300 N. Loraine
P.O. Box 1152
Midland, TX 79702-1152

432.685.7203
Fax 432.686.1600

February 7, 2012

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.52-acre tract of street and alley right-of-way located in Block 79, East Midland Addition, and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$2,265.00.

Very truly yours,

Courtney Sharp
City Manager

CITY OF MIDLAND
Transportation Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I.** Application is hereby made to the City Council to vacate the following public right-of-way or easement:
Being approximately 0.6 acres of street and alley right of way, construction east Hamby Avenue east of North Jackson Street and west of Billy Sparks Park, along with certain connecting alleys.
- II.** Reason for Request: This vacation, initiated by the City of Midland facilitates the City of Midland's project to replat this area for residential redevelopment.
- III.** Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
All vacated right-of-way will be replaced by a new configuration with agreement with City Standards.

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: City of Midland

Address: P.O. Box 1152

Phone: (432) 685-7400

Street

Midland

City

Texas

State

79702

Zip Code

2. Metes and bounds description of property to be vacated including total square feet of vacation.
3. Map showing:
- Property to be vacated and its relationship to the applicant's property
 - Lot and block numbers of all adjacent tracts
 - Current zoning of all adjacent tracts
4. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
5. Application Fee: **\$300.00**

Required items attached? Date Received: 1. ✓ 2. 3. 4. 5. N/A

The City of Midland will take no action on this request, until items 1-5 are received.

- V.** Clearance is needed from the following utility companies: City of Midland / Atmos Energy
 Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 1,000 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

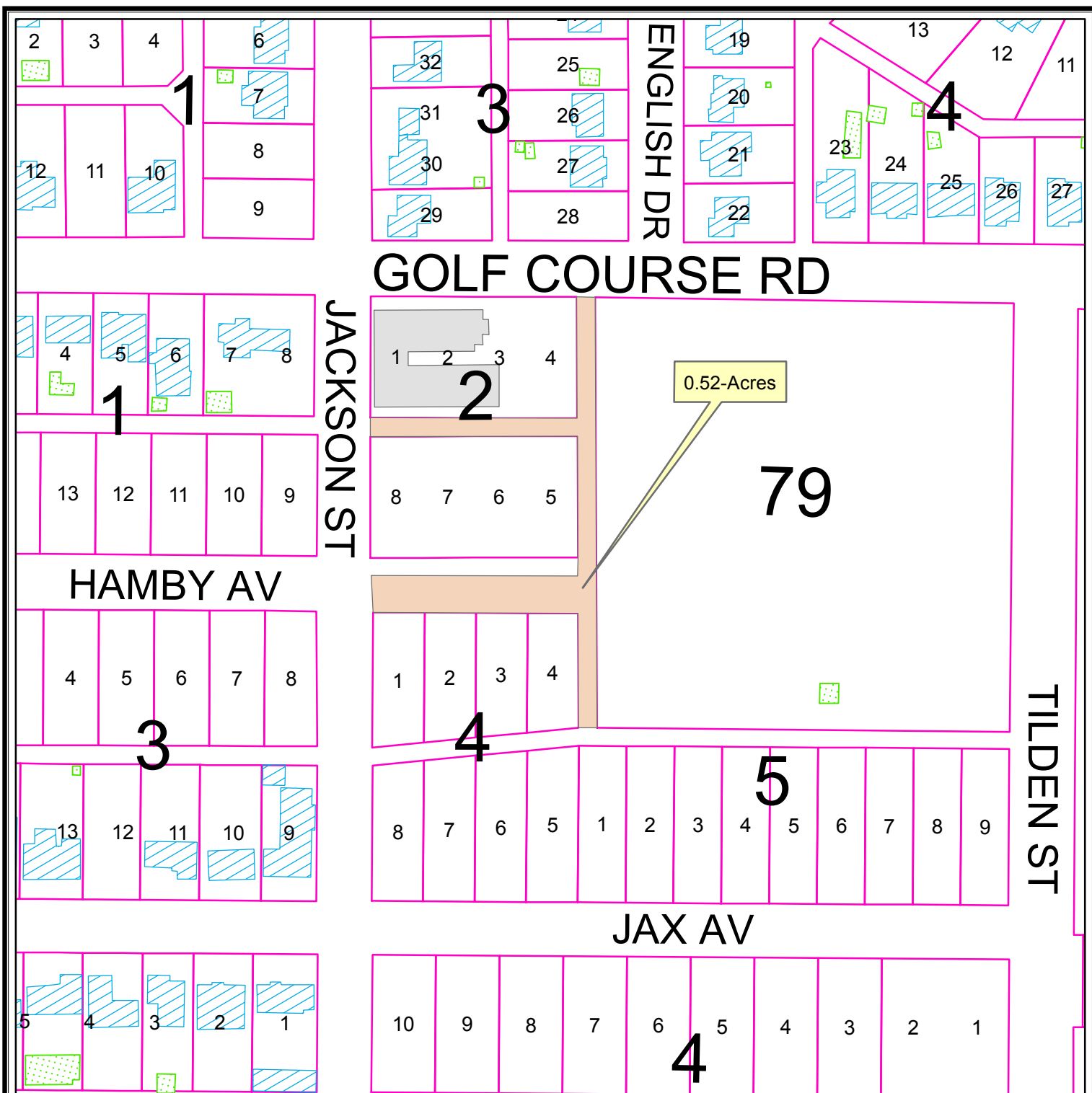
Signature of applicant: _____ Date: _____

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

To be completed by City of Midland staff:

According to the policy guidelines outlined above, a public hearing will ____ will not ____ be
required

FOR OFFICE USE ONLY	
Rec'd. By: _____	Date: 8-24-11
Assigned: _____	
For: CC	On: _____



LOCATION MAP

V - 11 - 002

Scale: 1" = 150'

Consider a request for the vacation of a 0.52-acre tract vacating rights-of-way of streets and alleys in Block 79, East Midland and Blocks 2 and 4, Glenn Frances Addition City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: February 14, 2011

TO: CITY COUNCIL/CITY MANAGER

FROM: Bob McNaughton, Director of Finance

SUBJECT: Ordinance approving Final Fiscal Year 2011 Budget Amendment

Purpose:

Final reconciliation of expenditure budget amounts for Fiscal Year 2011 budget.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Reduce Fiscal Year 2011 General Fund budget and approve budgets for other minor governmental funds as provided in the attachment.

Discussion:

The General Fund expenditure budget for the year ended September 30, 2011, is being reduced by \$776,024. Thirty six divisions were under budget by \$882,509 and seven divisions were over budget by \$106,485.

Total General Fund expenditures were \$77,824,586 and total General Fund revenues were \$88,258,486 resulting in a net increase to the General Fund of \$10,433,900. The General Fund Unreserved Unappropriated Fund Balance at September 30, 2011, was \$40,609,437 as compared to \$30,175,537 at September 30, 2010.

Appropriations to other Funds are Unclaimed Property Fund (\$488), General Construction Fund (\$91,006), Linebery Property Maintenance Fund (\$60,979), Police LEOSE Fund (\$6,932), Fire LEOSE Fund (\$2,061), the Federal Police Special Purposes Fund Federal (\$22,427), Tax Increment Reinvestment Zone #1 Fund (\$12,064), and the Municipal Court Technology Fund (\$51,370). The Hotel/Motel Fund budget is being reduced by \$254,539.

ORDINANCE NO.

**AN ORDINANCE MAKING CERTAIN TRANSFERS IN
VARIOUS FUNDS OF THE 2010-2011 FISCAL YEAR
BUDGET AND MAKING CERTAIN BUDGET
AMENDMENTS; AND ORDERING RECORDATION**

WHEREAS, expenditures in certain divisions of several departments exceeded the original estimates in the various funds of the budget for the 2010-2011 fiscal year; and

WHEREAS, expenditures in certain divisions of these same departments have been less than originally estimated in various funds of said budget; and

WHEREAS, the Council finds it to be in the public interest to approve the transfer of budget allocations within such departments and divisions of each particular fund to more accurately reflect the actual operations and to amend the 2010-2011 budget as necessary to meet unforeseen conditions which could not by reasonably diligent thought and attention have been included in the original budget for the 2010-2011 fiscal year;

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

THAT in accordance with Texas Local Government Code Section 102.009, the official municipal budget for the fiscal year 2010-2011 is hereby amended by increasing and decreasing amounts appropriated from the following sources and by increasing and decreasing certain expenditure classifications in accordance with the Budget Schedule for Fiscal Year Ending September 30, 2011:

General Fund (001) Unappropriated Fund Balance (5650). (\$776,024.00);
Unclaimed Property Fund (002) Unappropriated Fund Balance (5650). . . \$488.00;
Lineberry Facilities Maintenance Fund (007) Unappropriated Fund Balance (5650)
. \$60,979.00;
Police LEOSE Fund (008) Unappropriated Fund Balance (5650). \$6,932.00;
Fire LEOSE Fund (009) Unappropriated Fund Balance (5650). \$2,061.00;
Police Special Purpose Fund - Fed (070) Unappropriated Fund Balance (5650)

..... \$22,427.00;
 TIRZ #1 Fund (087) Unappropriated Fund Balance (5650)..... \$12,064.00;
 Hotel/Motel Fund (090) Unappropriated Fund Balance (5650).....(\$254,539.00);
 Municipal Court Technology Fund (092) Unappropriated Fund Balance (5650)
 \$51,370.00;

Said Schedule is on file with the office of the City Secretary referenced by the date and number of this Ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Legislative	0000	Base Salary	1010	Personnel Services	2,700.00	2,700	0	2,700
001	Legislative	0000	Fica City Portion	1090	Personnel Services	206.56	207	13	220
					Personnel Services Total	2,906.56	2,907	13	2,920
001	Legislative	0000	Office Supplies	2010	Supplies	315.46	1,200	(870)	330
					Supplies Total	315.46	1,200	(870)	330
001	Legislative	0000	Consulting Fees	3450	Contractual Services	16,492.94	15,000	1,500	16,500
001	Legislative	0000	Travel	3610	Contractual Services	10,621.17	10,000	530	10,530
001	Legislative	0000	Dues & Subscriptions	3620	Contractual Services	132.05	4,000	(3,860)	140
001	Legislative	0000	Training,Registration Fees,Etc	3630	Contractual Services	1,040.00	1,200	(150)	1,050
			Mileage	3900	Contractual Services	22.95	0	30	30
					Contractual Services Total	28,209.11	30,200	(1,950)	28,250
001	Legislative	0000	Miscellaneous	6990	Miscellaneous	7,441.29	8,000	(550)	7,450
					Miscellaneous Total	7,441.29	8,000	(550)	7,450
Legislative Total						38,872.42	42,307	(3,357)	38,950
001	City Manager's Office	0005	Base Salary	1010	Personnel Services	483,861.82	542,530	(58,660)	483,870
001	City Manager's Office	0005	Part Time/Temp Employees	1015	Personnel Services	1,200.00	0	1,210	1,210
001	City Manager's Office	0005	Longevity	1020	Personnel Services	2,070.00	2,730	(650)	2,080
001	City Manager's Office	0005	Compensated Absences	1050	Personnel Services	59,591.36	0	59,600	59,600
001	City Manager's Office	0005	Vacation Buyback	1055	Personnel Services	0.00	10,638	(10,638)	0
001	City Manager's Office	0005	Car Allowance	1059	Personnel Services	25,500.00	27,000	(1,480)	25,510
001	City Manager's Office	0005	Other Pay - Taxable	1060	Personnel Services	10,012.11	0	10,020	10,020
001	City Manager's Office	0005	Fica City Portion	1090	Personnel Services	33,052.83	32,532	528	33,060
001	City Manager's Office	0005	Trms City Portion	1100	Personnel Services	124,571.53	123,336	1,244	124,580
001	City Manager's Office	0005	Hosp Insurance	1110	Personnel Services	39,300.00	39,300	0	39,300
001	City Manager's Office	0005	Work Compensation	1120	Personnel Services	1,239.96	1,240	10	1,250
			Unemp Insurance	1140	Personnel Services	0.00	1,094	(1,094)	0
					Personnel Services Total	780,399.61	780,400	80	780,480
001	City Manager's Office	0005	Office Supplies	2010	Supplies	8,691.15	7,500	1,200	8,700
001	City Manager's Office	0005	Minor Furniture & Fixtures	2115	Supplies	2,086.42	0	2,100	2,100
					Supplies Total	10,777.57	7,500	3,300	10,800
001	City Manager's Office	0005	Equipment Rental-External	3212	Contractual Services	3,091.20	2,400	700	3,100
001	City Manager's Office	0005	Binding, Printing & Reproduc	3240	Contractual Services	6,956.81	3,000	3,970	6,970
001	City Manager's Office	0005	Employee Relocation Costs	3263	Contractual Services	4,100.00	5,000	(890)	4,110
001	City Manager's Office	0005	Other Special Services	3390	Contractual Services	1,318.12	1,000	330	1,330
001	City Manager's Office	0005	Travel	3510	Contractual Services	31,254.43	34,000	(2,740)	31,260
001	City Manager's Office	0005	Dues & Subscriptions	3520	Contractual Services	5,769.43	2,500	3,280	5,780
001	City Manager's Office	0005	Training,Registration Fees,Etc	3530	Contractual Services	6,975.39	13,000	(6,010)	6,990
			Mileage	3900	Contractual Services	47.11	0	60	60
					Contractual Services Total	59,512.49	60,900	(1,300)	59,600
			Miscellaneous	6990	Miscellaneous	5,583.96	15,000	(9,410)	5,590
					Miscellaneous Total	5,583.96	15,000	(9,410)	5,590
City Manager's Office Total						856,273.63	863,800	(7,330)	856,470
001	Municipal Court	0010	Base Salary	1010	Personnel Services	856,304.24	969,850	(111,540)	858,310
001	Municipal Court	0010	Longevity	1020	Personnel Services	18,144.00	18,639	(489)	18,150
001	Municipal Court	0010	Certification Supplement	1030	Personnel Services	6,760.00	4,440	2,330	6,770
001	Municipal Court	0010	Educational Incentive	1040	Personnel Services	2,664.00	2,664	0	2,664
001	Municipal Court	0010	Compensated Absences	1050	Personnel Services	107,939.47	0	107,950	107,950
001	Municipal Court	0010	Vacation Buyback	1055	Personnel Services	0.00	11,333	(11,333)	0
001	Municipal Court	0010	Car Allowance	1059	Personnel Services	19,140.00	19,140	0	19,140
001	Municipal Court	0010	Other Pay - Taxable	1060	Personnel Services	12,063.69	0	12,070	12,070
001	Municipal Court	0010	Overtime	1080	Personnel Services	17,196.84	15,608	1,602	17,210
001	Municipal Court	0010	Fica City Portion	1090	Personnel Services	74,198.22	76,323	(2,113)	74,210
001	Municipal Court	0010	Trms City Portion	1100	Personnel Services	231,278.22	227,687	3,603	231,290
001	Municipal Court	0010	Hosp Insurance	1110	Personnel Services	141,852.00	141,852	0	141,852
001	Municipal Court	0010	Work Compensation	1120	Personnel Services	7,926.96	7,927	13	7,940
			Unemp Insurance	1140	Personnel Services	0.00	2,005	(2,005)	0
					Personnel Services Total	1,497,467.64	1,497,556	88	1,497,644
001	Municipal Court	0010	Office Supplies	2010	Supplies	11,798.00	9,150	2,660	11,810
001	Municipal Court	0010	Minor Furniture & Fixtures	2115	Supplies	481.46	1,800	(1,310)	490
001	Municipal Court	0010	Minor Equipment, Instr, Tools	2120	Supplies	1,699.33	2,400	(690)	1,710
001	Municipal Court	0010	Minor Computer Hrdwre & Periph	2155	Supplies	2,423.93	500	1,930	2,430
001	Municipal Court	0010	Computer Software & Supplies	2160	Supplies	4,334.73	2,700	1,640	4,340
			Food	2200	Supplies	41.00	130	(80)	50
001	Municipal Court	0010	Medical Supplies	2320	Supplies	0.00	100	(100)	0

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Municipal Court	0010	Ammunition	2540	Supplies	390.56	400	0	400
001	Municipal Court	0010	Clothing, Dry Goods, Etc	2570	Supplies	3,232.04	2,700	540	3,240
001	Municipal Court	0010	Postage	2620	Supplies	1,503.61	6,500	(4,990)	1,510
001	Municipal Court	0010	Security Badges/Decal Suppl	2630	Supplies	727.80	200	540	740
001	Municipal Court	0010	Hire Of Equipment-Gar-Vehicles	3210	Supplies Total	26,632.46	26,580	140	26,720
001	Municipal Court	0010	Equipment Rental-External	3212	Contractual Services	29,745.70	33,384	(3,624)	29,760
001	Municipal Court	0010	Laundry & Cleaning	3230	Contractual Services	2,775.24	2,784	6	2,790
001	Municipal Court	0010	Binding, Printing & Reproduct	3240	Contractual Services	2,865.00	2,000	880	2,880
001	Municipal Court	0010	Notary Bonds	3270	Contractual Services	8,054.56	6,500	1,560	8,060
001	Municipal Court	0010	Temporary Help	3280	Contractual Services	0.00	220	(220)	0
001	Municipal Court	0010	Bank Services	3350	Contractual Services	0.00	2,325	(2,325)	0
001	Municipal Court	0010	Spec Postage/Express Shipping	3360	Contractual Services	15,882.95	15,000	880	15,890
001	Municipal Court	0010	Other Special Services	3390	Contractual Services	140.25	100	50	150
001	Municipal Court	0010	Associate Judge Fees	3490	Contractual Services	446.00	4,500	(4,040)	460
001	Municipal Court	0010	Travel	3510	Contractual Services	19,740.00	18,000	1,750	19,750
001	Municipal Court	0010	Dues & Subscriptions	3520	Contractual Services	9,016.83	12,000	(2,970)	9,030
001	Municipal Court	0010	Legal/Tech Reference Materials	3525	Contractual Services	1,453.00	2,000	(540)	1,460
001	Municipal Court	0010	Training, Registration Fees, Etc	3530	Contractual Services	9,616.89	6,000	3,630	9,630
001	Municipal Court	0010	Mileage	3900	Contractual Services	1,225.00	4,250	(3,010)	1,240
001	Municipal Court	0010	Rent	3920	Contractual Services	15.30	600	(570)	30
001	Municipal Court	0010	Buildings & Grounds	4010	Contractual Services Total	433.50	432	8	440
001	Municipal Court	0010	Buildings & Grounds	4010	Maintenance Of Structures	101,410.22	110,095	(8,525)	101,570
001	Municipal Court	0010	Furniture/Fixtures/Furnishings	5020	Maintenance Of Structures Total	0.00	100	(100)	0
001	Municipal Court	0010	Count Costs, Jury/Filing Fees	6830	Maintenance Of Equipment	6,183.60	6,000	180	6,190
001	Municipal Court	0010	Furn, Fixt, & Office Machines	8401	Maintenance Of Equipment Total	6,183.60	6,000	180	6,190
001	Municipal Court	0010	Communication/Video Equipment	8481	Miscellaneous	376.48	4,500	(4,110)	390
001	Municipal Court	0010	Data Processing Equipment	8490	Miscellaneous Total	376.48	4,500	(4,110)	390
001	Municipal Court	0010	Other Equipment	8530	Capital - Equipment	0.00	6,000	(6,000)	0
001	Municipal Court	0010	Other Equipment	8530	Capital - Equipment	0.00	3,000	(3,000)	0
001	Municipal Court	0010	Other Equipment	8530	Capital - Equipment	0.00	1,300	(1,300)	0
001	Municipal Court	0010	Other Equipment	8530	Capital - Equipment Total	0.00	13,300	(13,300)	0
001	Municipal Court	0010	Base Salary	1010	Personnel Services	1,632,070.40	1,658,043	(25,617)	1,632,426
001	Municipal Court	0010	Part Time/Temp Employees	1015	Personnel Services	505,178.28	542,572	(37,382)	505,190
001	Municipal Court	0010	Longevity	1020	Personnel Services	6,885.00	10,000	(3,100)	6,900
001	Municipal Court	0010	Certification Supplement	1030	Personnel Services	3,558.00	3,594	(24)	3,570
001	Municipal Court	0010	Compensated Absences	1050	Personnel Services	1,500.00	5,100	(3,590)	1,510
001	Municipal Court	0010	Vacation Buyback	1055	Personnel Services	36,809.76	0	36,820	36,820
001	Municipal Court	0010	Car Allowance	1059	Personnel Services	0.00	8,557	(8,557)	0
001	Municipal Court	0010	Other Pay - Taxable	1060	Personnel Services	20,400.00	20,400	0	20,400
001	Municipal Court	0010	Overtime	1080	Personnel Services	17,834.76	6,000	11,840	17,840
001	Municipal Court	0010	Fica City Portion	1090	Personnel Services	9,199.92	10,000	(790)	9,210
001	Municipal Court	0010	Tmrs City Portion	1100	Personnel Services	40,655.84	41,879	(1,209)	40,670
001	Municipal Court	0010	Hosp Insurance	1110	Personnel Services	131,687.89	131,700	(140)	131,700
001	Municipal Court	0010	Work Compensation	1120	Personnel Services	52,176.00	52,176	0	52,176
001	Municipal Court	0010	Unemp Insurance	1140	Personnel Services	1,332.00	1,332	0	1,332
001	Municipal Court	0010	Unemp Insurance	1140	Personnel Services	0.00	1,175	(1,175)	0
001	Municipal Court	0010	Office Supplies	2010	Personnel Services Total	827,217.45	834,625	(7,307)	827,318
001	Municipal Court	0010	Minor Furniture & Fixtures	2115	Supplies	6,039.55	5,040	1,010	6,050
001	Municipal Court	0010	Minor Furniture, Instr, Tools	2120	Supplies	339.00	720	(370)	350
001	Municipal Court	0010	Postage	2620	Supplies	470.83	80	400	480
001	Municipal Court	0010	Postage	2620	Supplies	0.00	20	(20)	0
001	Municipal Court	0010	Equipment Rental-External	3212	Supplies Total	6,849.38	5,860	1,020	6,880
001	Municipal Court	0010	Employee Relocation Costs	3263	Contractual Services	1,360.80	2,721	(1,351)	1,370
001	Municipal Court	0010	Notary Bonds	3270	Contractual Services	0.00	1,400	(1,400)	0
001	Municipal Court	0010	Temporary Help	3280	Contractual Services	0.00	150	(150)	0
001	Municipal Court	0010	Spec Postage/Express Shipping	3360	Contractual Services	0.00	175	(175)	0
001	Municipal Court	0010	Other Special Services	3390	Contractual Services	0.00	100	(100)	0
001	Municipal Court	0010	Travel	3510	Contractual Services	4,906.17	8,000	(3,090)	4,920
001	Municipal Court	0010	Dues & Subscriptions	3520	Contractual Services	5,377.51	6,395	(1,005)	5,390
001	Municipal Court	0010	Legal/Tech Reference Materials	3525	Contractual Services	5,676.04	4,993	707	5,690
001	Municipal Court	0010	Training, Registration Fees, Etc	3530	Contractual Services	30,878.90	20,000	10,890	30,890
001	Municipal Court	0010	Training, Registration Fees, Etc	3530	Contractual Services	2,454.26	4,990	(2,530)	2,460

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual	Current Expense Budget	Adjustment	Adjusted Budget
001	Human Resources	0025	Binding, Printing & Reproduct	3240	Contractual Services	2,475.00	2,000	490	2,490
001	Human Resources	0025	Temporary Help	3280	Contractual Services	4,379.44	0	4,390	4,390
001	Human Resources	0025	Spec Postage/Express Shipping	3360	Contractual Services	275.24	0	290	290
001	Human Resources	0025	Other Special Services	3390	Contractual Services	3,972.90	20,750	(16,770)	3,980
001	Human Resources	0025	Medical Examinations	3480	Contractual Services	90.00	0	100	100
001	Human Resources	0025	Travel	3510	Contractual Services	5,129.69	3,550	1,590	5,140
001	Human Resources	0025	Dues & Subscriptions	3520	Contractual Services	1,867.00	1,100	780	1,880
001	Human Resources	0025	Training,Registration Fees,Etc	3530	Contractual Services	3,242.32	4,310	(1,060)	3,250
001	Human Resources	0025	Mid-Management Training	3545	Contractual Services	8,603.65	5,000	3,610	8,610
001	Human Resources	0025	Employee Awards	3550	Contractual Services	18,571.32	23,050	(4,470)	18,580
001	Human Resources	0025	Mileage	3900	Contractual Services	267.36	200	80	280
001	Human Resources	0025	Contr. Gratuities, & Rewards	6810	Miscellaneous	55,501.21	73,522	(17,872)	55,650
001	Human Resources	0025	Contr. Gratuities, & Rewards	6810	Miscellaneous	551.95	500	60	560
Human Resources Total						551.95	500	60	560
001	Employee Health & Wellness	0026	Base Salary	1010	Personnel Services	497,891.79	524,197	(26,013)	498,184
001	Employee Health & Wellness	0026	Longevity	1020	Personnel Services	47,238.47	60,718	(13,468)	47,250
001	Employee Health & Wellness	0026	Compensated Absences	1050	Personnel Services	384.00	327	63	390
001	Employee Health & Wellness	0026	Other Pay - Taxable	1060	Personnel Services	9,905.43	0	9,920	9,920
001	Employee Health & Wellness	0026	Overtime	1080	Personnel Services	1,701.16	0	1,710	1,710
001	Employee Health & Wellness	0026	Fica City Portion	1090	Personnel Services	1,131.84	0	1,140	1,140
001	Employee Health & Wellness	0026	Trns City Portion	1100	Personnel Services	4,394.11	4,375	25	4,400
001	Employee Health & Wellness	0026	Hosp Insurance	1110	Personnel Services	13,425.32	12,647	793	13,440
001	Employee Health & Wellness	0026	Work Compensation	1120	Personnel Services	6,450.00	6,450	0	6,450
001	Employee Health & Wellness	0026	Unemp Insurance	1140	Personnel Services	218.04	218	12	230
001	Employee Health & Wellness	0026	Unemp Insurance	1140	Personnel Services	0.00	114	(114)	0
001	Employee Health & Wellness	0026	Office Supplies	2010	Supplies	84,848.37	84,848	81	84,930
001	Employee Health & Wellness	0026	Educational/Training Supplies	2020	Supplies	282.11	400	(110)	290
001	Employee Health & Wellness	0026	Computer Software & Supplies	2160	Supplies	627.00	1,500	(860)	640
001	Employee Health & Wellness	0026	Food	2200	Supplies	1,443.38	1,500	(50)	1,450
001	Employee Health & Wellness	0026	Medical Supplies	2230	Supplies	491.15	1,074	(574)	500
001	Employee Health & Wellness	0026	Medical Lab Fees	3470	Contractual Services	1,765.19	2,500	(720)	1,780
001	Employee Health & Wellness	0026	Medical Examinations	3480	Contractual Services	4,608.35	6,974	(2,314)	4,660
001	Employee Health & Wellness	0026	Travel	3510	Contractual Services	25,985.35	18,000	8,010	26,010
001	Employee Health & Wellness	0026	Dues & Subscriptions	3520	Contractual Services	47,889.68	39,756	8,144	47,900
001	Employee Health & Wellness	0026	Training,Registration Fees,Etc	3530	Contractual Services	204.35	4,000	(3,790)	210
001	Employee Health & Wellness	0026	Mileage	3900	Contractual Services	0.00	500	(500)	0
001	Employee Health & Wellness	0026	Mileage	3900	Contractual Services	84.00	1,200	(1,110)	90
001	Employee Health & Wellness	0026	Mileage	3900	Contractual Services	0.00	200	(200)	0
Employee Health & Wellness Total						74,173.38	63,656	10,554	74,210
001	Information Systems Admin	0030	Base Salary	1010	Personnel Services	163,630.58	156,479	8,321	163,800
001	Information Systems Admin	0030	Longevity	1020	Personnel Services	98,497.19	118,172	(19,662)	98,510
001	Information Systems Admin	0030	Compensated Absences	1050	Personnel Services	771.00	2,226	(1,446)	780
001	Information Systems Admin	0030	Vacation Buyback	1055	Personnel Services	42,679.38	0	42,690	42,690
001	Information Systems Admin	0030	Car Allowance	1059	Personnel Services	0.00	4,084	(4,084)	0
001	Information Systems Admin	0030	Other Pay - Taxable	1060	Personnel Services	1,950.00	7,800	(5,840)	1,960
001	Information Systems Admin	0030	Overtime	1080	Personnel Services	4,481.36	0	4,490	4,490
001	Information Systems Admin	0030	Fica City Portion	1090	Personnel Services	0.00	1,218	(1,218)	0
001	Information Systems Admin	0030	Trns City Portion	1100	Personnel Services	9,485.16	13,818	(4,318)	9,500
001	Information Systems Admin	0030	Hosp Insurance	1110	Personnel Services	29,911.23	41,684	(11,764)	29,920
001	Information Systems Admin	0030	Work Compensation	1120	Personnel Services	13,080.00	13,080	0	13,080
001	Information Systems Admin	0030	Unemp Insurance	1140	Personnel Services	414.96	415	5	420
001	Information Systems Admin	0030	Unemp Insurance	1140	Personnel Services	0.00	366	(366)	0
001	Information Systems Admin	0030	Office Supplies	2010	Supplies	201,270.28	202,873	(1,523)	201,350
001	Information Systems Admin	0030	Electrical Parts & Supplies	2140	Supplies	2,516.77	2,135	395	2,530
001	Information Systems Admin	0030	Minor Computer Hrdware & Perph	2155	Supplies	0.00	200	(200)	0
001	Information Systems Admin	0030	Food	2200	Supplies	3,722.00	0	3,730	3,730
001	Information Systems Admin	0030	Janitorial Supplies	2310	Supplies	9.84	0	20	20
001	Information Systems Admin	0030	Janitorial Supplies	2310	Supplies	21.60	0	30	30
001	Information Systems Admin	0030	Communication	3010	Contractual Services	6,270.21	2,335	3,975	6,310
001	Information Systems Admin	0030	Hire Of Equipment-Garage-Other	3211	Contractual Services	543,594.79	540,649	2,951	543,600
001	Information Systems Admin	0030	Equipment Rental-External	3212	Contractual Services	11,431.56	11,432	8	11,440
001	Information Systems Admin	0030	Temporary Help	3280	Contractual Services	2,622.24	2,928	(298)	2,630
001	Information Systems Admin	0030	Spec Postage/Express Shipping	3360	Contractual Services	4,071.61	10,000	(5,920)	4,080
001	Information Systems Admin	0030	Spec Postage/Express Shipping	3360	Contractual Services	147.47	0	160	160

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Information Systems Admin	0030	Software Maintenance	3405	Contractual Services	0.00	10,000	(10,000)	0
001	Information Systems Admin	0030	Travel	3510	Contractual Services	785.35	1,500	(700)	800
001	Information Systems Admin	0030	Dues & Subscriptions	3520	Contractual Services	190.00	200	0	200
001	Information Systems Admin	0030	Training, Registration Fees, Etc	3530	Contractual Services	6,296.88	1,000	5,310	6,310
001	Information Systems Admin	0030	Data Processing Equipment	5100	Contractual Services Total	569,139.90	577,709	(8,489)	569,220
001	Information Systems Admin	0030	Noncontractual Hardware Repair	5101	Maintenance Of Equipment	1,994.97	0	2,000	1,650
001	Information Systems Admin	0030	Communications Equipment	5105	Maintenance Of Equipment	9,097.63	10,000	(890)	9,110
	Information Systems Admin				Maintenance Of Equipment Total	12,734.04	10,000	2,760	12,760
	Information Systems Admin Total					789,414.43	792,917	(3,277)	789,640
001	Information Systems	0032	Base Salary	1010	Personnel Services	826,952.40	923,878	(94,918)	828,960
001	Information Systems	0032	Part Time/Temp Employees	1015	Personnel Services	2,660.00	0	2,670	2,670
001	Information Systems	0032	Longevity	1020	Personnel Services	14,456.33	14,475	(5)	14,470
001	Information Systems	0032	Compensated Absences	1050	Personnel Services	82,242.38	0	82,250	82,250
001	Information Systems	0032	Vacation Buyback	1055	Personnel Services	0.00	13,147	(13,147)	0
001	Information Systems	0032	Other Pay - Taxable	1060	Personnel Services	16,899.50	180	16,730	16,910
001	Information Systems	0032	Overtime	1080	Personnel Services	1,965.30	3,548	(1,568)	1,980
001	Information Systems	0032	Fica City Portion	1090	Personnel Services	70,322.57	66,284	1,046	70,330
001	Information Systems	0032	Tmrs City Portion	1100	Personnel Services	208,914.80	200,269	8,651	208,920
001	Information Systems	0032	Hosp Insurance	1110	Personnel Services	99,233.92	99,300	(60)	99,240
001	Information Systems	0032	Work Compensation	1120	Personnel Services	2,662.17	2,664	6	2,670
001	Information Systems	0032	Unemp Insurance	1140	Personnel Services	0.00	1,778	(1,778)	0
	Information Systems				Personnel Services Total	1,328,309.37	1,328,523	(123)	1,328,400
001	Information Systems	0032	Office Supplies	2010	Supplies	4,355.77	4,000	370	4,370
001	Information Systems	0032	Educational/Training Supplies	2020	Supplies	0.00	600	(600)	0
001	Information Systems	0032	Minor Furniture & Fixtures	2115	Supplies	3,641.59	8,510	(4,860)	3,650
001	Information Systems	0032	Minor Equipment, Instr, Tools	2120	Supplies	11,787.22	2,000	9,800	11,800
001	Information Systems	0032	Electrical Parts & Supplies	2140	Supplies	805.17	1,000	(180)	820
001	Information Systems	0032	Minor Computer Hdwre & Perph	2155	Supplies	65,556.70	8,500	57,070	65,570
001	Information Systems	0032	Computer Software & Supplies	2160	Supplies	53,891.43	22,739	31,161	53,900
001	Information Systems	0032	Postage	2620	Supplies	0.00	100	(100)	0
	Information Systems				Supplies Total	140,037.88	47,449	92,661	140,110
001	Information Systems	0032	Communication	3010	Contractual Services	73.66	0	80	80
001	Information Systems	0032	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	8,994.67	7,347	1,653	9,000
001	Information Systems	0032	Hire Of Equipment-Garage-Other	3211	Contractual Services	757,780.68	707,685	50,105	757,790
001	Information Systems	0032	Temporary Help	3280	Contractual Services	12,655.47	25,000	(12,330)	12,670
001	Information Systems	0032	Spec Postage/Express Shipping	3360	Contractual Services	97.21	700	(590)	110
001	Information Systems	0032	Other Special Services	3390	Contractual Services	136.35	0	150	150
001	Information Systems	0032	Software Maintenance	3405	Contractual Services	757,396.49	785,383	(27,973)	757,410
001	Information Systems	0032	Travel	3510	Contractual Services	7,351.47	11,100	(3,740)	7,360
001	Information Systems	0032	Dues & Subscriptions	3520	Contractual Services	1,676.95	1,500	190	1,690
001	Information Systems	0032	Legal/Tech Reference Materials	3525	Contractual Services	0.00	1,500	(1,500)	0
001	Information Systems	0032	Training,Registration Fees,Etc	3530	Contractual Services	2,149.00	9,250	(7,090)	2,160
001	Information Systems	0032	Educational Assistance	3540	Contractual Services	139.00	1,500	(1,350)	150
001	Information Systems	0032	Mileage	3800	Contractual Services	787.38	1,000	(200)	800
001	Information Systems	0032	Rent	3920	Contractual Services	2,340.00	2,200	150	2,350
	Information Systems				Contractual Services Total	1,551,578.33	1,554,165	(2,444)	1,551,720
001	Information Systems	0032	Data Processing Equipment	5100	Maintenance Of Equipment	9,907.14	10,075	(155)	9,920
001	Information Systems	0032	Noncontractual Hardware Repair	5101	Maintenance Of Equipment	16,031.96	25,000	(8,960)	16,040
001	Information Systems	0032	Communications Equipment	5105	Maintenance Of Equipment	1,695.80	0	1,710	1,710
	Information Systems				Maintenance Of Equipment Total	27,634.90	35,075	(7,405)	27,670
001	Information Systems	0032	Data Processing Equipment	8490	Capital - Equipment	51,745.74	133,200	(81,440)	51,760
001	Information Systems	0032	Edp Software (Over \$1,000)	8900	Capital - Equipment	21,893.00	38,000	(16,100)	21,900
	Information Systems				Capital - Equipment Total	73,638.74	171,200	(97,540)	73,660
	Information Systems Total					3,121,199.22	3,136,412	(14,852)	3,121,560
001	Accounting	0035	Base Salary	1010	Personnel Services	754,395.85	882,851	(128,441)	754,410
001	Accounting	0035	Longevity	1020	Personnel Services	17,698.05	18,183	(473)	17,710
001	Accounting	0035	Compensated Absences	1050	Personnel Services	2,400.00	2,400	0	2,400
001	Accounting	0035	Vacation Buyback	1055	Personnel Services	83,981.12	0	83,990	83,990
001	Accounting	0035	Other Pay - Taxable	1060	Personnel Services	18,044.31	0	(13,769)	0
001	Accounting	0035	Overtime	1080	Personnel Services	48,070.66	48,100	(20)	48,080
001	Accounting	0035	Fica City Portion	1090	Personnel Services	67,909.00	64,887	3,033	67,920
001	Accounting	0035	Tmrs City Portion	1100	Personnel Services	205,087.38	190,340	14,760	205,100

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Accounting	0035	Hosp Insurance	1110	Personnel Services	90,125.12	83,004	7,136	90,140
001	Accounting	0035	Work Compensation	1120	Personnel Services	1,943.51	1,875	75	1,950
001	Accounting	0035	Unemp Insurance	1140	Personnel Services	0.00	1,654	(1,654)	0
					Personnel Services Total	1,289,655.00	1,307,063	(17,313)	1,289,750
001	Accounting	0035	Office Supplies	2010	Supplies	9,191.16	9,000	200	9,200
001	Accounting	0035	Minor Furniture & Fixtures	2115	Supplies	1,399.72	300	1,110	1,410
001	Accounting	0035	Minor Equipment, Instr. Tools	2120	Supplies	594.55	300	300	600
001	Accounting	0035	Computer Software & Supplies	2160	Supplies	3,683.06	4,000	(310)	3,690
					Supplies Total	14,868.49	13,600	1,300	14,900
001	Accounting	0035	Advertising	3220	Contractual Services	0.00	250	(250)	0
001	Accounting	0035	Binding, Printing & Reproduct	3240	Contractual Services	1,516.87	1,800	(270)	1,530
001	Accounting	0035	Bank Services	3350	Contractual Services	45,652.90	44,400	1,260	45,660
001	Accounting	0035	Spec Postage/Express Shipping	3360	Contractual Services	30.14	250	(210)	40
001	Accounting	0035	Other Special Services	3390	Contractual Services	941.55	1,560	(610)	950
001	Accounting	0035	External Audit Fees	3440	Contractual Services	134,233.57	135,000	(760)	134,240
001	Accounting	0035	Travel	3510	Contractual Services	302.39	2,425	(2,115)	310
001	Accounting	0035	Dues & Subscriptions	3520	Contractual Services	4,339.00	6,050	(1,700)	4,350
001	Accounting	0035	Legal/Tech Reference Materials	3525	Contractual Services	59.59	200	(130)	70
001	Accounting	0035	Training, Registration Fees, Etc	3530	Contractual Services	5,035.00	5,360	(310)	5,050
001	Accounting	0035	Educational Assistance	3540	Contractual Services	2,768.60	1,000	1,780	2,780
001	Accounting	0035	Mileage	3900	Contractual Services	0.00	50	(50)	0
					Contractual Services Total	194,879.61	198,345	(3,365)	194,980
001	Accounting	0035	Mach/Tools/Implements	5110	Maintenance Of Equipment	180.00	500	(310)	190
					Maintenance Of Equipment Total	180.00	500	(310)	190
001	Accounting	0035	Miscellaneous	6990	Miscellaneous	22.93	0	30	30
					Miscellaneous Total	22.93	0	30	30
					Accounting Total	1,499,606.03	1,519,508	(19,658)	1,499,850
001	Investments	0037	Base Salary	1010	Personnel Services	77,075.45	87,175	(10,085)	77,090
001	Investments	0037	Longevity	1020	Personnel Services	1,212.00	1,212	0	1,212
001	Investments	0037	Compensated Absences	1050	Personnel Services	10,278.55	0	10,290	10,290
001	Investments	0037	Fica City Portion	1090	Personnel Services	6,403.89	6,677	(267)	6,410
001	Investments	0037	Tmrs City Portion	1100	Personnel Services	19,567.80	19,299	268	19,580
001	Investments	0037	Hosp Insurance	1110	Personnel Services	3,672.00	3,672	0	3,672
001	Investments	0037	Work Compensation	1120	Personnel Services	198.00	198	0	198
001	Investments	0037	Unemp Insurance	1140	Personnel Services	0.00	175	(175)	0
					Personnel Services Total	118,407.69	118,408	44	118,452
001	Investments	0037	Office Supplies	2010	Supplies	495.57	190	320	510
					Supplies Total	495.57	190	320	510
001	Investments	0037	Fund Management Subs	3446	Contractual Services	12,838.00	12,100	750	12,850
001	Investments	0037	Travel	3510	Contractual Services	1,018.53	1,600	(570)	1,030
001	Investments	0037	Dues & Subscriptions	3520	Contractual Services	90.00	0	100	100
001	Investments	0037	Training, Registration Fees, Etc	3530	Contractual Services	250.00	425	(165)	260
					Contractual Services Total	14,196.53	14,125	115	14,240
					Investments Total	133,099.79	132,723	479	133,202
001	Purchasing	0040	Base Salary	1010	Personnel Services	198,604.27	283,997	(85,387)	198,610
001	Purchasing	0040	Longevity	1020	Personnel Services	4,454.25	4,625	(165)	4,460
001	Purchasing	0040	Compensated Absences	1050	Personnel Services	77,222.72	0	77,230	77,230
001	Purchasing	0040	Vacation Buyback	1055	Personnel Services	0.00	8,212	(8,212)	0
001	Purchasing	0040	Other Pay - Taxable	1060	Personnel Services	4,432.44	0	4,440	4,440
001	Purchasing	0040	Overtime	1090	Personnel Services	16,510.71	2,060	14,460	16,520
001	Purchasing	0040	Fica City Portion	1090	Personnel Services	15,669.13	18,512	(2,832)	15,680
001	Purchasing	0040	Tmrs City Portion	1100	Personnel Services	64,562.25	63,509	11,061	64,570
001	Purchasing	0040	Hosp Insurance	1110	Personnel Services	30,771.96	40,732	(9,952)	30,780
001	Purchasing	0040	Work Compensation	1120	Personnel Services	408.96	526	(106)	420
001	Purchasing	0040	Unemp Insurance	1140	Personnel Services	0.00	464	(464)	0
					Personnel Services Total	412,636.69	412,637	73	412,710
001	Purchasing	0040	Office Supplies	2010	Supplies	2,109.41	3,302	(1,182)	2,120
001	Purchasing	0040	Educational/Training Supplies	2020	Supplies	0.00	143	(143)	0
001	Purchasing	0040	Minor Equipment, Instr. Tools	2120	Supplies	151.99	128	32	160
001	Purchasing	0040	Minor Computer Hdwre & Periph	2155	Supplies	865.00	0	860	880
001	Purchasing	0040	Computer Software & Supplies	2160	Supplies	47.26	179	(119)	60
001	Purchasing	0040	Food	2200	Supplies	69.88	0	80	80
					Supplies Total	3,243.54	3,752	(452)	3,300
001	Purchasing	0040	Equipment Rental-External	3212	Contractual Services	2,569.80	2,570	10	2,580

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Purchasing	0040	Advertising	3220	Contractual Services	6,143.28	5,325	825	6,150
001	Purchasing	0040	Binding, Printing & Reproduc	3240	Contractual Services	150.00	0	160	160
001	Purchasing	0040	Employee Relocation Costs	3263	Contractual Services	641.06	0	650	650
001	Purchasing	0040	Notary Bonds	3270	Contractual Services	0.00	50	(50)	0
001	Purchasing	0040	Temporary Help	3280	Contractual Services	41.63	0	50	50
001	Purchasing	0040	Spec Postage/Express Shipping	3360	Contractual Services	20.22	0	30	30
001	Purchasing	0040	Travel	3510	Contractual Services	501.11	2,370	(1,860)	510
001	Purchasing	0040	Dues & Subscriptions	3520	Contractual Services	336.00	1,218	(866)	350
001	Purchasing	0040	Training,Registration Fees,Etc	3530	Contractual Services	1,300.00	1,218	92	1,310
001	Purchasing	0040	Mileage	3900	Contractual Services	0.00	50	(50)	0
	Purchasing Total				Contractual Services Total	11,702.10	12,801	(1,011)	11,790
001	Facilities Services	0041	Base Salary	1010	Personnel Services	427,582.33	429,190	(1,390)	427,800
001	Facilities Services	0041	Longevity	1020	Personnel Services	164,835.87	209,786	(44,936)	164,850
001	Facilities Services	0041	Compensated Absences	1050	Personnel Services	1,488.75	1,834	(344)	1,500
001	Facilities Services	0041	Vacation Buyback	1055	Personnel Services	17,399.77	0	17,410	17,410
001	Facilities Services	0041	Other Pay - Taxable	1060	Personnel Services	0.00	1,652	(1,652)	0
001	Facilities Services	0041	Overtime	1060	Personnel Services	1,706.32	0	1,720	1,720
001	Facilities Services	0041	Fica City Portion	1080	Personnel Services	32,251.48	8,700	23,560	32,260
001	Facilities Services	0041	Tmrs City Portion	1080	Personnel Services	16,666.46	15,444	1,236	16,680
001	Facilities Services	0041	Hosp Insurance	1100	Personnel Services	48,093.53	44,643	3,457	48,100
001	Facilities Services	0041	Work Compensation	1110	Personnel Services	22,631.04	22,640	9	22,640
001	Facilities Services	0041	Unemp Insurance	1120	Personnel Services	4,164.86	4,165	5	4,170
001	Facilities Services	0041		1140	Personnel Services	0.00	383	(383)	0
	Facilities Services Total				Personnel Services Total	309,237.19	309,238	92	309,330
001	Facilities Services	0041	Office Supplies	2010	Supplies	277.09	1,200	(910)	290
001	Facilities Services	0041	Educational/Training Supplies	2020	Supplies	0.00	800	(800)	0
001	Facilities Services	0041	Motor Vehicle Supplies	2110	Supplies	25.17	0	40	40
001	Facilities Services	0041	Minor Furniture & Fixtures	2115	Supplies	0.00	400	(400)	0
001	Facilities Services	0041	Minor Equipment, Instr, Tools	2120	Supplies	154.43	800	(640)	160
001	Facilities Services	0041	Electrical Parts & Supplies	2140	Supplies	45.36	1,000	(940)	60
001	Facilities Services	0041	Minor Computer Hrdwre & Periph	2155	Supplies	1,014.89	0	1,020	1,020
001	Facilities Services	0041	Computer Software & Supplies	2160	Supplies	0.00	400	(400)	0
001	Facilities Services	0041	Welding Supplies	2170	Supplies	170.23	600	(420)	180
001	Facilities Services	0041	Janitorial Supplies	2310	Supplies	242.94	750	(500)	250
001	Facilities Services	0041	Medical Supplies	2320	Supplies	0.00	300	(300)	0
001	Facilities Services	0041	Chemicals & Insecticides	2330	Supplies	80.79	500	(410)	90
001	Facilities Services	0041	Clothing, Dry Goods, Etc	2570	Supplies	693.36	2,000	(1,300)	700
	Facilities Services Total				Supplies Total	2,704.36	8,750	(5,960)	2,790
001	Facilities Services	0041	Communication	3010	Contractual Services	49.00	0	60	60
001	Facilities Services	0041	Heat & Natural Gas	3020	Contractual Services	79,104.13	100,000	(20,890)	79,110
001	Facilities Services	0041	Light & Power	3030	Contractual Services	316,069.73	300,000	16,080	316,080
001	Facilities Services	0041	Water	3040	Contractual Services	23,073.45	18,000	5,080	23,080
001	Facilities Services	0041	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	44,102.12	42,922	1,188	44,110
001	Facilities Services	0041	Hire Of Equipment-Garage-Other	3211	Contractual Services	49,161.12	49,148	22	49,170
001	Facilities Services	0041	Laundry & Cleaning	3230	Contractual Services	0.00	200	(200)	0
001	Facilities Services	0041	Janitorial Services	3235	Contractual Services	144,780.00	140,000	4,790	144,790
001	Facilities Services	0041	Exterminator	3310	Contractual Services	1,320.00	2,000	(670)	1,330
001	Facilities Services	0041	Maintenance Of Hvac Equipment	3375	Contractual Services	37,842.95	42,500	(4,650)	37,850
001	Facilities Services	0041	Other Special Services	3390	Contractual Services	14,543.06	38,714	(24,164)	14,550
001	Facilities Services	0041	Software Maintenance	3405	Contractual Services	1,452.75	0	1,460	1,460
001	Facilities Services	0041	Travel	3510	Contractual Services	0.00	500	(500)	0
001	Facilities Services	0041	Training,Registration Fees,Etc	3530	Contractual Services	80.00	500	(410)	90
	Facilities Services Total				Contractual Services Total	711,578.31	734,484	(22,804)	711,680
001	Facilities Services	0041	Buildings & Grounds	4010	Maintenance Of Structures	182,366.53	120,000	62,380	182,380
001	Facilities Services	0041	Heating & Cooling System	5010	Maintenance Of Equipment	182,366.53	120,000	62,380	182,380
	Facilities Services Total				Maintenance Of Equipment Total	0.00	5,000	(5,000)	0
	Facilities Services Total					1,205,886.39	1,177,472	28,708	1,206,180
001	Risk Management	0042	Base Salary	1010	Personnel Services	85,807.41	95,256	(9,436)	85,820
001	Risk Management	0042	Longevity	1020	Personnel Services	351.00	351	0	351
001	Risk Management	0042	Compensated Absences	1050	Personnel Services	9,184.59	0	9,190	9,190
001	Risk Management	0042	Fica City Portion	1080	Personnel Services	7,299.86	7,186	124	7,310
001	Risk Management	0042	Tmrs City Portion	1100	Personnel Services	21,109.88	20,772	348	21,120
001	Risk Management	0042	Hosp Insurance	1110	Personnel Services	7,344.00	7,344	0	7,344

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Budget	Adjustment	Adjusted Budget
001	Internal Audit	0045	Work Compensation	1120	Personnel Services	197.04	197	13	210
001	Internal Audit	0045	Unemp Insurance	1140	Personnel Services	0.00	173	(173)	0
001	Internal Audit	0045	Office Supplies	2010	Supplies	117,636.18	117,637	57	117,694
001	Internal Audit	0045	Educational/Training Supplies	2020	Supplies	516.87	650	(120)	530
001	Internal Audit	0045	Computer Software & Supplies	2160	Supplies	0.00	880	(880)	0
001	Internal Audit	0045	Travel	3510	Supplies Total	516.87	2,130	(1,600)	530
001	Internal Audit	0045	Dues & Subscriptions	3520	Contractual Services	1,106.51	2,525	(1,405)	1,120
001	Internal Audit	0045	Training, Registration Fees,Etc	3530	Contractual Services	705.00	1,000	(280)	720
					Contractual Services Total	855.00	2,725	(1,855)	870
						2,666.51	6,250	(3,540)	2,710
	Internal Audit Total	0050	Other Special Services	3390	Contractual Services	120,819.56	126,017	(5,083)	120,934
	Tax				Contractual Services Total	358,179.53	357,957	233	358,190
						358,179.53	357,957	233	358,190
	Tax Total					358,179.53	357,957	233	358,190
001	Planning & Development	0055	Base Salary	1010	Personnel Services	263,769.88	289,716	(26,936)	263,780
001	Planning & Development	0055	Longevity	1020	Personnel Services	5,763.00	6,498	(728)	5,770
001	Planning & Development	0055	Compensated Absences	1050	Personnel Services	36,823.83	0	36,830	36,830
001	Planning & Development	0055	Vacation Buyback	1055	Personnel Services	0.00	3,893	(3,893)	0
001	Planning & Development	0055	Other Pay - Taxable	1060	Personnel Services	1,253.26	0	1,260	1,260
001	Planning & Development	0055	Fica City Portion	1090	Personnel Services	22,599.09	25,483	(2,873)	22,610
001	Planning & Development	0055	Tmrs City Portion	1100	Personnel Services	68,013.72	73,658	(5,639)	68,020
001	Planning & Development	0055	Hosp Insurance	1110	Personnel Services	30,180.00	30,180	0	30,180
001	Planning & Development	0055	Work Compensation	1120	Personnel Services	746.04	746	14	760
001	Planning & Development	0055	Unemp Insurance	1140	Personnel Services	947.59	658	302	960
					Personnel Services Total	430,096.41	430,832	(662)	430,170
001	Planning & Development	0055	Office Supplies	2010	Supplies	9,273.55	5,400	3,880	9,280
001	Planning & Development	0055	Minor Computer Hdwre & Periph	2155	Supplies	187.28	0	200	200
001	Planning & Development	0055	Computer Software & Supplies	2160	Supplies	3,277.12	400	2,880	3,290
001	Planning & Development	0055	Food	2200	Supplies	0.00	200	(200)	0
					Supplies Total	12,737.95	6,000	6,770	12,770
001	Planning & Development	0055	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	2,419.36	2,275	155	2,430
001	Planning & Development	0055	Advertising	3220	Contractual Services	7,524.32	25,500	(17,970)	7,530
001	Planning & Development	0055	Binding, Printing & Reproduct	3240	Contractual Services	396.44	50	360	410
001	Planning & Development	0055	Spec Postage/Express Shipping	3360	Contractual Services	44.55	0	50	50
001	Planning & Development	0055	Legal Filing Fees	3420	Contractual Services	142.00	60	90	150
001	Planning & Development	0055	Travel	3510	Contractual Services	9,031.44	6,650	2,380	9,040
001	Planning & Development	0055	Dues & Subscriptions	3520	Contractual Services	1,319.00	1,625	(285)	1,330
001	Planning & Development	0055	Training,Registration Fees,Etc	3530	Contractual Services	1,586.06	3,200	(1,600)	1,600
					Contractual Services Total	22,463.17	39,360	(16,820)	22,540
001	Planning & Development	0055	Miscellaneous	6990	Miscellaneous	383.69	50	340	390
					Miscellaneous Total	383.69	50	340	390
001	Planning & Development	0055	Data Processing Equipment	8490	Capital - Equipment	7,558.56	0	7,570	7,570
					Capital - Equipment Total	7,558.56	0	7,570	7,570
	Planning & Development Total					473,239.78	476,242	(2,802)	473,440
001	Community Development	0056	Base Salary	1010	Personnel Services	107,210.58	127,224	(20,004)	107,220
001	Community Development	0056	Longevity	1020	Personnel Services	2,489.00	2,489	0	2,489
001	Community Development	0056	Compensated Absences	1050	Personnel Services	17,472.95	0	17,480	17,480
001	Community Development	0056	Vacation Buyback	1055	Personnel Services	0.00	3,067	(3,067)	0
001	Community Development	0056	Other Pay - Taxable	1060	Personnel Services	3,240.34	0	3,250	3,250
001	Community Development	0056	Fica City Portion	1090	Personnel Services	10,289.32	10,158	142	10,300
001	Community Development	0056	Tmrs City Portion	1100	Personnel Services	29,876.54	29,363	527	29,890
001	Community Development	0056	Hosp Insurance	1110	Personnel Services	13,080.00	13,080	0	13,080
001	Community Development	0056	Work Compensation	1120	Personnel Services	294.00	294	0	294
001	Community Development	0056	Unemp Insurance	1140	Personnel Services	0.00	259	(259)	0
					Personnel Services Total	183,962.73	185,944	(1,931)	184,013
001	Community Development	0056	Office Supplies	2010	Supplies	2,455.66	2,400	70	2,470
001	Community Development	0056	Minor Equipment, Instr. Tools	2120	Supplies	218.95	200	30	230
001	Community Development	0056	Minor Computer Hdwre & Periph	2155	Supplies	0.00	200	(200)	0
001	Community Development	0056	Computer Software & Supplies	2160	Supplies	275.00	200	90	290
001	Community Development	0056	Clothing, Dry Goods, Etc	2570	Supplies	143.81	100	50	150
001	Community Development	0056	Postage	2620	Supplies	0.00	100	(100)	0
					Supplies Total	3,093.42	3,200	(60)	3,140
001	Community Development	0056	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	2,339.89	2,413	(63)	2,350

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Community Development	0056	Advertising	3220	Contractual Services	3,491.12	2,700	800	3,500
001	Community Development	0056	Binding, Printing & Reproduct	3240	Contractual Services	281.15	200	90	290
001	Community Development	0056	Spec Postage/Express Shipping	3360	Contractual Services	0.00	200	(200)	0
001	Community Development	0056	Other Special Services	3390	Contractual Services	17.00	1,500	(1,470)	30
001	Community Development	0056	Legal Filing Fees	3420	Contractual Services	232.00	0	240	240
001	Community Development	0056	Travel	3510	Contractual Services	1,547.45	2,800	(1,240)	1,560
001	Community Development	0056	Dues & Subscriptions	3520	Contractual Services	1,895.00	1,400	310	1,710
001	Community Development	0056	Legal/Tech Reference Materials	3525	Contractual Services	21.23	0	30	30
001	Community Development	0056	Training,Registration Fees,Etc	3530	Contractual Services	235.00	1,000	(750)	250
Community Development Total						9,859.84	12,213	(2,253)	9,960
001	Code Administration	0060	Base Salary	1010	Personnel Services	196,915.99	201,357	(4,244)	197,113
001	Code Administration	0060	Longevity	1020	Personnel Services	775,144.88	837,155	(62,005)	775,150
001	Code Administration	0060	Compensated Absences	1050	Personnel Services	10,518.00	12,411	(1,881)	10,530
001	Code Administration	0060	Vacation Buyback	1055	Personnel Services	68,152.05	0	68,160	68,160
001	Code Administration	0060	Other Pay - Taxable	1060	Personnel Services	0.00	9,179	(9,179)	0
001	Code Administration	0060	Fica City Portion	1090	Personnel Services	8,252.46	0	8,260	8,260
001	Code Administration	0060	Trms City Portion	1090	Personnel Services	65,458.76	66,382	(912)	65,470
001	Code Administration	0060	Hosp Insurance	1100	Personnel Services	190,923.17	191,880	(950)	190,930
001	Code Administration	0060	Work Compensation	1110	Personnel Services	156,336.00	156,336	0	156,336
001	Code Administration	0060	Unemp Insurance	1120	Personnel Services	6,417.00	6,417	0	6,417
001	Code Administration	0060	Unemp Insurance	1140	Personnel Services	0.00	1,717	(1,717)	0
Personnel Services Total						1,281,202.32	1,281,477	(224)	1,281,253
001	Code Administration	0060	Office Supplies	2010	Supplies	9,528.58	7,500	2,040	9,540
001	Code Administration	0060	Educational/Training Supplies	2020	Supplies	3,239.49	2,500	750	3,250
001	Code Administration	0060	Minor Furniture & Fixtures	2115	Supplies	755.87	2,000	(1,230)	770
001	Code Administration	0060	Minor Equipment, Instr, Tools	2120	Supplies	2,731.18	1,500	1,240	2,740
001	Code Administration	0060	Minor Computer Hdwre & Periph	2155	Supplies	316.29	500	(170)	330
001	Code Administration	0060	Computer Software & Supplies	2160	Supplies	1,010.29	2,500	(1,480)	1,020
001	Code Administration	0060	Janitorial Supplies	2310	Supplies	23.94	0	30	30
001	Code Administration	0060	Clothing, Dry Goods, Etc	2570	Supplies	2,795.98	2,900	(90)	2,810
Supplies Total						20,401.62	19,400	1,090	20,490
001	Code Administration	0060	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	116,416.86	117,548	(1,118)	116,430
001	Code Administration	0060	Advertising	3220	Contractual Services	1,266.56	1,000	280	1,280
001	Code Administration	0060	Binding, Printing & Reproduct	3240	Contractual Services	4,428.45	4,000	440	4,440
001	Code Administration	0060	Temporary Help	3280	Contractual Services	9,494.39	0	9,500	9,500
001	Code Administration	0060	Legal Filing Fees	3420	Contractual Services	3,583.00	10,000	(6,410)	3,590
001	Code Administration	0060	Travel	3510	Contractual Services	4,870.57	8,000	(3,120)	4,880
001	Code Administration	0060	Dues & Subscriptions	3520	Contractual Services	2,145.28	2,000	160	2,160
001	Code Administration	0060	Training,Registration Fees,Etc	3530	Contractual Services	2,766.56	7,000	(4,220)	2,780
001	Code Administration	0060	Cleaning Lots	3950	Contractual Services	49,208.15	65,000	(15,780)	49,220
001	Code Administration	0060	Demolition Of Dangerous Bldgs	3955	Contractual Services	81,195.50	11,210	81,210	81,210
Contractual Services Total						275,375.32	284,548	(9,059)	275,490
001	Code Administration	0060	Buildings & Grounds	4010	Maintenance Of Structures	410.40	0	420	420
Maintenance Of Structures Total						410.40	0	420	420
001	Code Administration	0060	Miscellaneous	6990	Miscellaneous	555.34	0	570	570
Miscellaneous Total						555.34	0	570	570
Code Administration Total						1,577,945.00	1,585,425	(7,202)	1,578,223
001	Gis Administration	0075	Base Salary	1010	Personnel Services	197,948.43	198,152	(192)	197,960
001	Gis Administration	0075	Part Time/Temp Employees	1015	Personnel Services	1,960.00	0	1,970	1,970
001	Gis Administration	0075	Longevity	1020	Personnel Services	2,178.00	3,900	(1,710)	2,190
001	Gis Administration	0075	Compensated Absences	1050	Personnel Services	9,447.57	0	9,460	9,460
001	Gis Administration	0075	Vacation Buyback	1055	Personnel Services	0.00	3,756	(3,756)	0
001	Gis Administration	0075	Other Pay - Taxable	1060	Personnel Services	4,591.66	0	4,600	4,600
001	Gis Administration	0075	Fica City Portion	1090	Personnel Services	15,979.01	20,640	(4,650)	15,990
001	Gis Administration	0075	Trms City Portion	1100	Personnel Services	47,459.04	53,661	(6,191)	47,470
001	Gis Administration	0075	Hosp Insurance	1110	Personnel Services	26,112.00	26,112	0	26,112
001	Gis Administration	0075	Work Compensation	1120	Personnel Services	603.00	603	0	603
001	Gis Administration	0075	Unemp Insurance	1140	Personnel Services	0.00	532	(532)	0
Personnel Services Total						306,278.71	307,356	(1,001)	306,355
001	Gis Administration	0075	Office Supplies	2010	Supplies	2,624.20	2,500	130	2,630
001	Gis Administration	0075	Minor Furniture & Fixtures	2115	Supplies	0.00	250	(250)	0
001	Gis Administration	0075	Minor Computer Hdwre & Periph	2155	Supplies	8,108.27	2,585	5,535	8,120
001	Gis Administration	0075	Computer Software & Supplies	2160	Supplies	3,706.49	0	3,720	3,720
001	Gis Administration	0075	Clothing, Dry Goods, Etc	2570	Supplies	40.95	150	(100)	50

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Gis Administration	0075	Postage	2620	Supplies	0.00	50	(50)	0
001	Gis Administration	0075	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	14,479.91	5,535	8,985	14,520
001	Gis Administration	0075	Spec Postage/Express Shipping	3360	Contractual Services	0.00	1,800	(1,800)	0
001	Gis Administration	0075	Software Maintenance	3405	Contractual Services	0.00	50	(50)	0
001	Gis Administration	0075	Travel	3510	Contractual Services	279.90	4,400	(4,110)	290
001	Gis Administration	0075	Dues & Subscriptions	3520	Contractual Services	8,851.46	9,500	(640)	8,860
001	Gis Administration	0075	Training,Registration Fees,Etc	3530	Contractual Services	1,272.01	500	780	1,280
001	Gis Administration	0075	Educational Assistance	3540	Contractual Services	3,823.45	8,165	(4,335)	3,830
					Contractual Services Total	516.00	1,000	(470)	530
						14,742.82	25,415	(10,625)	14,790
						335,501.44	338,306	(2,641)	335,665
001	Engineering Services	0080	Base Salary	1010	Personnel Services	527,521.13	531,742	(4,212)	527,530
001	Engineering Services	0080	Part Time/Temp Employees	1015	Personnel Services	3,120.16	3,713	(593)	3,130
001	Engineering Services	0080	Longevity	1020	Personnel Services	7,968.00	9,594	(1,614)	7,980
001	Engineering Services	0080	Compensated Absences	1050	Personnel Services	56,908.21	0	56,920	56,920
001	Engineering Services	0080	Vacation Buyback	1055	Personnel Services	0.00	9,450	(9,450)	0
001	Engineering Services	0080	Other Pay - Taxable	1060	Personnel Services	6,392.99	0	6,400	6,400
001	Engineering Services	0080	Overtime	1080	Personnel Services	12,074.53	10,716	1,364	12,080
001	Engineering Services	0080	Fica City Portion	1090	Personnel Services	44,732.51	59,849	(15,109)	44,740
001	Engineering Services	0080	Tims City Portion	1100	Personnel Services	135,103.36	172,810	(37,700)	135,110
001	Engineering Services	0080	Hosp Insurance	1110	Personnel Services	92,028.00	92,028	0	92,028
001	Engineering Services	0080	Work Compensation	1120	Personnel Services	2,739.00	2,739	0	2,739
001	Engineering Services	0080	Unemp Insurance	1140	Personnel Services	3,721.34	1,530	2,200	3,730
					Personnel Services Total	892,309.23	894,171	(1,784)	892,387
						5,914.12	6,000	(80)	5,920
001	Engineering Services	0080	Office Supplies	2010	Supplies	170.00	0	180	180
001	Engineering Services	0080	Educational/Training Supplies	2020	Supplies	0.00	50	(50)	0
001	Engineering Services	0080	Motor Vehicle Supplies	2110	Supplies	169.99	500	(320)	180
001	Engineering Services	0080	Minor Furniture & Fixtures	2115	Supplies	2,692.92	1,200	1,500	2,700
001	Engineering Services	0080	Minor Equipment, Instr, Tools	2120	Supplies	346.04	1,000	(640)	360
001	Engineering Services	0080	Minor Computer Hdware & Perph	2155	Supplies	910.35	1,000	(80)	920
001	Engineering Services	0080	Computer Software & Supplies	2160	Supplies	49.86	50	10	60
001	Engineering Services	0080	Janitorial Supplies	2230	Supplies	0.00	50	(50)	0
001	Engineering Services	0080	Medical Supplies	2320	Supplies	3,092.50	0	3,100	3,100
001	Engineering Services	0080	Chemicals & Insecticides	2330	Supplies	783.86	0	790	790
001	Engineering Services	0080	Traffic Supplies	2410	Supplies	2,100.12	1,000	1,110	2,110
001	Engineering Services	0080	Clothing, Dry Goods, Etc	2570	Supplies	0.00	250	(250)	0
001	Engineering Services	0080	Postage	2620	Supplies	16,229.76	11,100	5,220	16,320
					Supplies Total	0.00	500	(500)	0
001	Engineering Services	0080	Lab Tests - Streets	3200	Contractual Services	26,333.22	27,054	(714)	26,340
001	Engineering Services	0080	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	2,469.30	1,561	918	2,480
001	Engineering Services	0080	Equipment Rental-External	3212	Contractual Services	0.00	500	(500)	0
001	Engineering Services	0080	Advertising	3220	Contractual Services	0.00	100	(100)	0
001	Engineering Services	0080	Notary Bonds	3270	Contractual Services	3,786.90	0	3,800	3,800
001	Engineering Services	0080	Temporary Help	3280	Contractual Services	42.61	300	(250)	50
001	Engineering Services	0080	Spec Postage/Express Shipping	3360	Contractual Services	15,854.12	16,000	(140)	15,860
001	Engineering Services	0080	Software Maintenance	3405	Contractual Services	236.00	0	250	250
001	Engineering Services	0080	Legal Fees	3410	Contractual Services	3,835.80	10,800	(6,950)	3,850
001	Engineering Services	0080	Travel	3510	Contractual Services	3,227.94	5,200	(1,960)	3,240
001	Engineering Services	0080	Dues & Subscriptions	3520	Contractual Services	2,973.60	7,370	(4,390)	2,980
001	Engineering Services	0080	Training,Registration Fees,Etc	3530	Contractual Services	0.00	500	(500)	0
001	Engineering Services	0080	Educational Assistance	3540	Contractual Services	58,759.49	69,885	(11,035)	58,850
					Contractual Services Total	950.00	0	960	960
001	Engineering Services	0080	Sidwks/Curbs/Culvrs/Etc.	4210	Maintenance Of Structures	1,149.08	0	210	210
001	Engineering Services	0080	Streets, Roadways, Etc	4220	Maintenance Of Structures	0.00	2,000	(2,000)	0
					Maintenance Of Structures Total	0.00	0	1,170	1,170
001	Engineering Services	0080	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	0.00	2,000	(2,000)	0
					Maintenance Of Equipment Total	0.00	0	30	30
001	Engineering Services	0080	Miscellaneous	6990	Miscellaneous	15.00	0	30	30
001	Engineering Services	0080	Furn, Fixt, & Office Machines	8401	Capital - Equipment	0.00	5,644	(5,644)	0
					Miscellaneous Total	0.00	0	30	30
					Capital - Equipment Total	968,462.56	982,800	(14,043)	968,757
001	Engineering Services Total	0085	Base Salary	1010	Personnel Services	1,459,890.96	1,677,396	(217,499)	1,459,900
001	Transportation	0085	Part Time/Temp Employees	1015	Personnel Services	5,720.00	25,621	(19,891)	5,730

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Transportation	0085	Longevity	1020	Personnel Services	31,800.00	33,882	(2,072)	31,810
001	Transportation	0085	Compensated Absences	1050	Personnel Services	180,554.64	0	180,560	180,560
001	Transportation	0085	Vacation Buyback	1055	Personnel Services	0.00	0	(13,542)	0
001	Transportation	0085	Other Pay - Taxable	1060	Personnel Services	22,493.36	0	22,500	22,500
001	Transportation	0085	Overtime	1080	Personnel Services	128,455.46	59,564	68,896	128,470
001	Transportation	0085	Fica City Portion	1090	Personnel Services	135,883.80	150,631	(14,741)	135,890
001	Transportation	0085	Trns City Portion	1100	Personnel Services	403,842.12	429,735	(25,885)	403,850
001	Transportation	0085	Hosp Insurance	1110	Personnel Services	373,200.00	373,200	0	373,200
001	Transportation	0085	Work Compensation	1120	Personnel Services	82,676.04	82,676	14	82,690
001	Transportation	0085	Unemp Insurance	1140	Personnel Services	0.00	3,792	(3,792)	0
001	Transportation	0085	Vacancies	1150	Personnel Services	0.00	(25,000)	25,000	0
001	Transportation	0085	Office Supplies	2010	Supplies	2,824,516.38	2,825,059	(459)	2,824,600
001	Transportation	0085	Educational/Training Supplies	2020	Supplies	5,793.17	9,785	(3,985)	5,800
001	Transportation	0085	Motor Vehicle Supplies	2110	Supplies	235.20	400	(150)	250
001	Transportation	0085	Minor Furniture & Fixtures	2115	Supplies	351.50	600	(240)	360
001	Transportation	0085	Minor Equipment, Instr, Tools	2120	Supplies	1,009.02	500	520	1,020
001	Transportation	0085	Heating Fuel Supplies	2150	Supplies	90,709.24	16,000	74,720	90,720
001	Transportation	0085	Minor Computer Hdwre & Periph	2155	Supplies	14.00	400	(380)	20
001	Transportation	0085	Computer Software & Supplies	2160	Supplies	1,462.35	2,100	(630)	1,470
001	Transportation	0085	Welding Supplies	2170	Supplies	1,216.46	2,200	(970)	1,230
001	Transportation	0085	Ice	2220	Supplies	1,092.00	1,900	(800)	1,100
001	Transportation	0085	Janitorial Supplies	2310	Supplies	2,820.00	2,820	0	2,820
001	Transportation	0085	Medical Supplies	2320	Supplies	1,869.54	2,700	(820)	1,880
001	Transportation	0085	Chemicals & Insecticides	2330	Supplies	0.00	300	(300)	0
001	Transportation	0085	Traffic Supplies	2410	Supplies	19,381.33	8,200	11,180	19,390
001	Transportation	0085	Baricades & Warning Signs	2420	Supplies	231,108.59	178,000	53,100	231,120
001	Transportation	0085	Clothing, Dry Goods, Etc	2570	Supplies	11,764.98	10,000	1,770	11,770
001	Transportation	0085	Postage	2620	Supplies	15,608.84	10,500	5,120	15,620
001	Transportation	0085	Light & Power	3030	Supplies Total	384,436.23	246,455	138,115	384,570
001	Transportation	0085	Water	3040	Contractual Services	165,778.65	230,000	(64,210)	165,790
001	Transportation	0085	Gen Lab/Workers Comp Penalty	3113	Contractual Services	2,464.14	4,000	(1,530)	2,470
001	Transportation	0085	Lab Tests - Streets	3200	Contractual Services	0.00	(726)	726	0
001	Transportation	0085	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	0.00	500	(500)	0
001	Transportation	0085	Equipment Rental-External	3212	Contractual Services	1,513,380.57	1,501,597	11,793	1,513,390
001	Transportation	0085	Laundry & Cleaning	3230	Contractual Services	2,226.52	4,600	(2,360)	2,240
001	Transportation	0085	Janitorial Services	3235	Contractual Services	5,647.09	4,820	840	5,660
001	Transportation	0085	Binding, Printing & Reproduct	3240	Contractual Services	9,240.00	6,000	3,250	9,250
001	Transportation	0085	Temporary Help	3280	Contractual Services	87.92	0	100	100
001	Transportation	0085	Wrecker Services	3320	Contractual Services	10,744.74	1,800	8,950	10,750
001	Transportation	0085	Other Special Services	3390	Contractual Services	0.00	500	(500)	0
001	Transportation	0085	Software Maintenance	3405	Contractual Services	18,399.63	1,000	17,410	18,410
001	Transportation	0085	Travel	3510	Contractual Services	680.00	1,000	(310)	690
001	Transportation	0085	Dues & Subscriptions	3520	Contractual Services	5,947.54	13,000	(7,040)	5,960
001	Transportation	0085	Training,Registration Fees,Etc	3530	Contractual Services	1,320.00	1,900	(570)	1,330
001	Transportation	0085	Educational Assistance	3540	Contractual Services	3,398.10	11,800	(8,390)	3,410
001	Transportation	0085	Rent	3920	Contractual Services	284.22	1,000	(710)	290
001	Transportation	0085	Buildings & Grounds	4010	Contractual Services Total	1,680.00	1,680	0	1,680
001	Transportation	0085	Security Fencing	4012	Maintenance Of Structures	1,741,278.12	1,784,471	(43,051)	1,741,420
001	Transportation	0085	Storm Sewers	4120	Maintenance Of Structures	5,842.99	5,500	350	5,850
001	Transportation	0085	Slidwks/Cutrs/Culvrs/Etc.	4210	Maintenance Of Structures	2,775.00	0	2,790	2,790
001	Transportation	0085	Streets, Roadways, Etc	4220	Maintenance Of Structures	0.00	1,500	(1,500)	0
001	Transportation	0085	Seal Coat Application	4240	Maintenance Of Structures	28,115.82	21,000	7,130	28,130
001	Transportation	0085	Mach/Tools/Implements	5110	Maintenance Of Structures	304,871.46	315,000	(10,120)	304,880
001	Transportation	0085	Instruments & Apparatus(Major)	5120	Maintenance Of Structures	399,992.67	465,000	(65,000)	400,000
001	Transportation	0085	Signal System	5210	Maintenance Of Structures Total	741,587.94	808,000	(66,350)	741,650
001	Transportation	0085	Traffic Signal Systems	7320	Maintenance Of Equipment	3,692.03	7,000	(3,300)	3,700
001	Transportation	0085	Communication/Video Equipment	8481	Maintenance Of Equipment	0.00	3,600	(3,600)	0
001	Transportation	0085	Capital - Land & Improvements		Capital - Land & Improvements T	45,758.29	110,000	(67,920)	42,080
001	Transportation	0085	Capital - Equipment		Capital - Equipment	32,435.00	0	(74,820)	45,780
001	Transportation	0085	Capital - Equipment Total		Capital - Equipment Total	32,435.00	0	32,450	32,450
001	Transportation	0085	Capital - Equipment Total		Capital - Equipment Total	26,344.00	0	26,350	26,350
001	Transportation	0085	Capital - Equipment Total		Capital - Equipment Total	26,344.00	0	26,350	26,350

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
Transportation Total									
001	Parks & Recreation	0090	Base Salary	1010	Personnel Services	5,796,366.96	5,784,585	12,335	5,796,820
001	Parks & Recreation	0090	Part Time/Temp Employees	1015	Personnel Services	1,036,151.19	1,126,495	(90,335)	1,036,160
001	Parks & Recreation	0090	Longevity	1020	Personnel Services	0.00	20,000	(20,000)	0
001	Parks & Recreation	0090	Compensated Absences	1050	Personnel Services	18,399.00	23,262	(4,852)	18,410
001	Parks & Recreation	0090	Vacation Buyback	1055	Personnel Services	140,443.13	0	140,450	140,450
001	Parks & Recreation	0090	Car Allowance	1059	Personnel Services	0.00	12,541	(12,541)	0
001	Parks & Recreation	0090	Other Pay - Taxable	1060	Personnel Services	1,950.00	7,800	(5,840)	1,960
001	Parks & Recreation	0090	Overtime	1060	Personnel Services	16,254.46	2,208	14,052	16,260
001	Parks & Recreation	0090	Fica City Portion	1080	Personnel Services	23,778.41	34,506	(10,716)	23,790
001	Parks & Recreation	0090	Tmrs City Portion	1090	Personnel Services	86,843.91	200,293	(11,443)	88,850
001	Parks & Recreation	0090	Hosp Insurance	1100	Personnel Services	270,930.00	287,200	(16,260)	270,940
001	Parks & Recreation	0090	Work Compensation	1110	Personnel Services	219,312.00	219,312	0	219,312
001	Parks & Recreation	0090	Unemp Insurance	1120	Personnel Services	28,811.04	28,811	9	28,820
001	Parks & Recreation	0090	Vacancies	1150	Personnel Services	46.87	2,544	(2,484)	60
					Personnel Services	0.00	(20,000)	20,000	0
					Personnel Services Total	1,844,920.01	1,844,972	40	1,845,012
001	Parks & Recreation	0090	Office Supplies	2010	Supplies	7,865.90	1,500	6,380	7,880
001	Parks & Recreation	0090	Educational/Training Supplies	2020	Supplies	182.69	500	(310)	190
001	Parks & Recreation	0090	Motor Vehicle Supplies	2110	Supplies	189.87	500	(300)	200
001	Parks & Recreation	0090	Minor Furniture & Fixtures	2115	Supplies	0.00	1,000	(1,000)	0
001	Parks & Recreation	0090	Minor Equipment, Instr. Tools	2120	Supplies	10,069.13	10,000	80	10,080
001	Parks & Recreation	0090	Plant Lubrication & Supplies	2130	Supplies	586.63	2,500	(1,900)	600
001	Parks & Recreation	0090	Electrical Parts & Supplies	2140	Supplies	20,087.49	27,157	(7,057)	20,100
001	Parks & Recreation	0090	Heating Fuel Supplies	2150	Supplies	496.00	200	310	510
001	Parks & Recreation	0090	Minor Computer Hdwre & Periph	2155	Supplies	188.00	0	200	200
001	Parks & Recreation	0090	Welding Supplies	2170	Supplies	1,530.63	5,000	(3,460)	1,540
001	Parks & Recreation	0090	Food	2200	Supplies	2,014.93	1,000	1,020	2,020
001	Parks & Recreation	0090	Water	2210	Supplies	930.00	1,000	(60)	940
001	Parks & Recreation	0090	Ice	2220	Supplies	936.81	1,200	(250)	950
001	Parks & Recreation	0090	Janitorial Supplies	2230	Supplies	12,826.73	17,500	(4,660)	12,840
001	Parks & Recreation	0090	Medical Supplies	2300	Supplies	0.00	500	(500)	0
001	Parks & Recreation	0090	Chemicals & Insecticides	2320	Supplies	901.12	2,000	(1,090)	910
001	Parks & Recreation	0090	Traffic Supplies	2330	Supplies	269.13	0	280	280
001	Parks & Recreation	0090	Botanical & Agricultural Supl	2410	Supplies	14,154.16	15,000	(840)	14,160
001	Parks & Recreation	0090	Clothing, Dry Goods, Etc	2520	Supplies	6,674.03	8,500	(1,820)	6,680
001	Parks & Recreation	0090	Postage	2570	Supplies	1,518.50	1,300	230	1,530
001	Parks & Recreation	0090	Safety Supplies & Minor Equip	2640	Supplies	0.00	500	(500)	0
					Supplies Total	81,421.75	96,857	(15,247)	81,610
001	Parks & Recreation	0090	Heat & Natural Gas	3020	Contractual Services	17,044.85	20,000	(2,950)	17,050
001	Parks & Recreation	0090	Light & Power	3030	Contractual Services	414,488.54	385,000	29,500	414,500
001	Parks & Recreation	0090	Water	3040	Contractual Services	708,554.89	710,757	(2,197)	708,560
001	Parks & Recreation	0090	Gen Lab/Workers Comp Penalty	3113	Contractual Services	0.00	(13,439)	13,439	0
001	Parks & Recreation	0090	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	269,422.79	282,545	(13,115)	269,430
001	Parks & Recreation	0090	Equipment Rental-External	3212	Contractual Services	9,202.40	7,500	1,710	9,210
001	Parks & Recreation	0090	Janitorial Services	3235	Contractual Services	2,870.00	1,500	1,380	2,880
001	Parks & Recreation	0090	Binding, Printing & Reproduct	3240	Contractual Services	321.16	200	130	330
001	Parks & Recreation	0090	Extremiator	3310	Contractual Services	214.49	500	(280)	220
001	Parks & Recreation	0090	Spec Postage/Express Shipping	3360	Contractual Services	0.00	100	(100)	0
001	Parks & Recreation	0090	Grounds Maintenance	3370	Contractual Services	1,784,797.73	2,100,000	(315,190)	1,784,810
001	Parks & Recreation	0090	Other Special Services	3390	Contractual Services	38,356.54	43,609	(5,239)	38,370
001	Parks & Recreation	0090	Travel	3510	Contractual Services	5,739.04	6,000	(250)	5,750
001	Parks & Recreation	0090	Dues & Subscriptions	3520	Contractual Services	1,350.00	2,000	(640)	1,360
001	Parks & Recreation	0090	Legal/Tech Reference Materials	3525	Contractual Services	146.28	0	160	160
001	Parks & Recreation	0090	Training/Registration Fees,Etc	3530	Contractual Services	4,921.45	4,000	930	4,930
001	Parks & Recreation	0090	Educational Assistance	3540	Contractual Services	1,512.80	2,500	(980)	1,520
001	Parks & Recreation	0090	Employee Awards	3550	Contractual Services	50.00	500	(440)	60
					Contractual Services Total	3,258,994.96	3,553,272	(294,132)	3,259,140
001	Parks & Recreation	0090	Buildings & Grounds	4010	Maintenance Of Structures	66,708.85	63,000	3,720	66,720
001	Parks & Recreation	0090	Security Fencing	4012	Maintenance Of Structures	39.90	2,000	(1,950)	50
001	Parks & Recreation	0090	Sanitary Sewers	4110	Maintenance Of Structures	223.00	0	230	230
001	Parks & Recreation	0090	Sidwks/Curbs/Culverts/Etc.	4210	Maintenance Of Structures	362.50	5,000	(4,630)	370
001	Parks & Recreation	0090	Swimming Pools	4920	Maintenance Of Structures	14,961.79	0	14,970	14,970
001	Parks & Recreation	0090	Irrigation Equipment	4940	Maintenance Of Structures	83,340.34	95,000	(11,650)	83,350
					Maintenance Of Structures Total	165,636.38	165,000	690	165,690

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Parks & Recreation	0090	Heating & Cooling System	5010	Maintenance Of Equipment	2,433.06	1,000	1,440	2,440
001	Parks & Recreation	0090	Mach/Tools/Implements	5110	Maintenance Of Equipment	5,841.41	7,000	(1,150)	5,850
					Maintenance Of Equipment Total	8,274.47	8,000	290	8,290
001	Parks & Recreation	0090	Miscellaneous	6990	Miscellaneous	1,875.00	0	1,890	1,890
					Miscellaneous Total	1,875.00	0	1,890	1,890
001	Parks & Recreation	0090	Buildings	7020	Capital - Land & Improvements	19,700.10	0	19,710	19,710
001	Parks & Recreation	0090	Other Impr Other Than Bldgs	7860	Capital - Land & Improvements	18,300.00	0	18,310	18,310
					Capital - Land & Improvements T	38,000.10	0	38,020	38,020
001	Parks & Recreation	0090	Recreational Equipment	8441	Capital - Equipment	33,090.60	51,391	(18,291)	33,100
					Capital - Equipment Total	33,090.60	51,391	(18,291)	33,100
					Capital - Equipment Total	5,432,213.27	5,719,492	(286,740)	5,432,752
						288,533.73	314,194	(25,654)	288,540
001	Animal Services	0091	Base Salary	1010	Personnel Services	3,012.00	3,696	(676)	3,020
001	Animal Services	0091	Longevity	1020	Personnel Services	27,632.84	0	27,640	27,640
001	Animal Services	0091	Compensated Absences	1050	Personnel Services	0.00	1,894	(1,894)	0
001	Animal Services	0091	Vacation Buyback	1055	Personnel Services	2,299.30	0	2,310	2,310
001	Animal Services	0091	Other Pay - Taxable	1060	Personnel Services	16,064.38	2,871	13,199	16,070
001	Animal Services	0091	Overtime	1080	Personnel Services	25,148.84	(4,190)	(4,190)	25,160
001	Animal Services	0091	Fica City Portion	1090	Personnel Services	74,667.23	84,836	(10,156)	74,680
001	Animal Services	0091	Tmrs City Portion	1100	Personnel Services	67,968.00	67,968	0	67,968
001	Animal Services	0091	Hosp Insurance	1110	Personnel Services	3,653.04	3,653	7	3,660
001	Animal Services	0091	Work Compensation	1120	Personnel Services	226.56	758	(518)	240
001	Animal Services	0091	Unemp Insurance	1140	Personnel Services	509,205.92	509,220	68	509,288
					Personnel Services Total	1,468.83	2,800	(1,320)	1,480
001	Animal Services	0091	Office Supplies	2010	Supplies	926.20	500	440	940
001	Animal Services	0091	Educational/Training Supplies	2020	Supplies	2,305.18	4,100	(1,780)	2,320
001	Animal Services	0091	Minor Equipment, Instr, Tools	2120	Supplies	204.97	200	10	210
001	Animal Services	0091	Minor Computer Hdwre & Periph	2155	Supplies	0.00	200	(200)	0
001	Animal Services	0091	Computer Software & Supplies	2160	Supplies	132.60	100	40	140
001	Animal Services	0091	Welding Supplies	2170	Supplies	2,030.25	1,800	240	2,040
001	Animal Services	0091	Janitorial Supplies	2310	Supplies	6,759.35	3,800	2,970	6,770
001	Animal Services	0091	Medical Supplies	2320	Supplies	2,670.57	2,500	180	2,680
001	Animal Services	0091	Chemicals & Insecticides	2330	Supplies	0.00	200	(200)	0
001	Animal Services	0091	Botanical & Agricultural Supl	2620	Supplies	5,170.85	6,000	(820)	5,180
001	Animal Services	0091	Animal Feed	2630	Supplies	0.00	150	(150)	0
001	Animal Services	0091	Ammunition	2640	Supplies	8,676.88	6,000	2,690	8,690
001	Animal Services	0091	Laboratory Supplies	2660	Supplies	2,487.31	3,000	(490)	2,510
001	Animal Services	0091	Clothing, Dry Goods, Etc	2570	Supplies	1,409.59	1,400	20	1,420
001	Animal Services	0091	Pet License Tags	2610	Supplies	0.00	4,000	(4,000)	0
001	Animal Services	0091	Postage	2620	Supplies	34,252.58	36,750	(2,370)	34,380
					Supplies Total	7,480.73	14,000	(6,510)	7,490
001	Animal Services	0091	Light & Power	3030	Contractual Services	8,077.73	13,000	(4,910)	8,090
001	Animal Services	0091	Water	3040	Contractual Services	0.00	(2,456)	2,456	0
001	Animal Services	0091	Gen Liab/Workers Comp Penalty	3113	Contractual Services	78,231.09	100,697	(22,457)	78,240
001	Animal Services	0091	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	1,427.04	2,600	(1,160)	1,440
001	Animal Services	0091	Equipment Rental-External	3212	Contractual Services	515.00	100	430	530
001	Animal Services	0091	Advertising	3220	Contractual Services	1,931.52	3,000	(1,060)	1,940
001	Animal Services	0091	Binding, Printing & Reproduct	3240	Contractual Services	0.00	100	(100)	0
001	Animal Services	0091	Notary Bonds	3270	Contractual Services	2,327.28	0	2,340	2,340
001	Animal Services	0091	Temporary Help	3280	Contractual Services	715.82	0	730	730
001	Animal Services	0091	Bank Services	3350	Contractual Services	1,949.97	1,600	360	1,960
001	Animal Services	0091	Spec Postage/Express Shipping	3360	Contractual Services	0.00	900	(900)	0
001	Animal Services	0091	Other Special Services	3390	Contractual Services	193,512.70	159,000	34,520	193,520
001	Animal Services	0091	Veterinary Fees	3460	Contractual Services	0.00	100	(100)	0
001	Animal Services	0091	Medical Lab Fees	3470	Contractual Services	2,583.38	5,900	(3,300)	2,600
001	Animal Services	0091	Travel	3510	Contractual Services	1,109.47	1,000	120	1,120
001	Animal Services	0091	Dues & Subscriptions	3520	Contractual Services	0.00	450	(450)	0
001	Animal Services	0091	Legal/Tech Reference Materials	3525	Contractual Services	1,705.00	2,500	(780)	1,720
001	Animal Services	0091	Training,Registration Fees,Etc	3530	Contractual Services	700.00	0	710	710
001	Animal Services	0091	Educational Assistance	3540	Contractual Services	40.00	0	50	50
001	Animal Services	0091	Employee Awards	3550	Contractual Services	15.30	0	30	30
001	Animal Services	0091	Mileage	3900	Contractual Services	44.00	0	50	50
001	Animal Services	0091	Other	3990	Contractual Services	302,376.03	302,491	69	302,560
					Contractual Services Total	9,118.37	6,043	3,087	9,130
001	Animal Services	0091	Buildings & Grounds	4010	Maintenance Of Structures				

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Health & Senior Services	0100	Tmr's City Portion	1100	Personnel Services	162,526.86	181,392	(18,862)	162,540
001	Health & Senior Services	0100	Hosp Insurance	1110	Personnel Services	128,844.00	128,844	0	128,844
001	Health & Senior Services	0100	Work Compensation	1120	Personnel Services	6,147.96	6,148	12	6,160
001	Health & Senior Services	0100	Unemp Insurance	1140	Personnel Services	378.81	1,624	(1,234)	390
					Personnel Services Total	1,080,446.71	1,080,934	(390)	1,080,544
001	Health & Senior Services	0100	Office Supplies	2010	Supplies	18,819.12	10,844	7,986	18,830
001	Health & Senior Services	0100	Educational/Training Supplies	2020	Supplies	299.00	800	(490)	310
001	Health & Senior Services	0100	Minor Furniture & Fixtures	2115	Supplies	2,492.72	6,000	(3,500)	2,500
001	Health & Senior Services	0100	Minor Equipment, Instr. Tools	2120	Supplies	5,142.73	8,000	(2,850)	5,150
001	Health & Senior Services	0100	Electrical Parts & Supplies	2140	Supplies	509.00	500	20	520
001	Health & Senior Services	0100	Computer Software & Supplies	2160	Supplies	194.83	1,500	(1,300)	200
001	Health & Senior Services	0100	Janitorial Supplies	2310	Supplies	232.10	300	(60)	240
001	Health & Senior Services	0100	Medical Supplies	2320	Supplies	36,484.74	28,000	8,490	36,490
001	Health & Senior Services	0100	Med Vaccines	2321	Supplies	45,876.87	34,000	11,890	45,890
001	Health & Senior Services	0100	Chemicals & Insecticides	2330	Supplies	580.00	6,650	(6,060)	590
001	Health & Senior Services	0100	Laboratory Supplies	2560	Supplies	18,436.00	33,000	(14,550)	18,450
001	Health & Senior Services	0100	Clothing, Dry Goods, Etc	2670	Supplies	999.72	1,500	(490)	1,010
001	Health & Senior Services	0100	Postage	2620	Supplies	0.00	125	(125)	0
					Supplies Total	130,066.83	131,219	(1,039)	130,180
001	Health & Senior Services	0100	Communication	3010	Contractual Services	9,884.37	4,000	5,890	9,890
001	Health & Senior Services	0100	Heat & Natural Gas	3020	Contractual Services	6,502.51	10,000	(3,480)	6,510
001	Health & Senior Services	0100	Light & Power	3030	Contractual Services	31,702.77	43,000	(11,290)	31,710
001	Health & Senior Services	0100	Water	3040	Contractual Services	6,912.82	3,000	3,920	6,920
001	Health & Senior Services	0100	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	29,315.38	36,906	(7,576)	29,330
001	Health & Senior Services	0100	Equipment Rental-External	3212	Contractual Services	2,111.15	2,500	(380)	2,120
001	Health & Senior Services	0100	Advertising	3220	Contractual Services	500.00	1,000	(490)	510
001	Health & Senior Services	0100	Janitorial Services	3235	Contractual Services	0.00	350	(350)	0
001	Health & Senior Services	0100	Binding, Printing & Reproduct	3240	Contractual Services	0.00	1,700	(1,700)	0
001	Health & Senior Services	0100	Notary Bonds	3270	Contractual Services	0.00	100	(100)	0
001	Health & Senior Services	0100	Outside Sanitation Services	3300	Contractual Services	0.00	2,000	(2,000)	0
001	Health & Senior Services	0100	Bank Services	3350	Contractual Services	1,636.41	622	1,128	1,650
001	Health & Senior Services	0100	Spec Postage/Express Shipping	3360	Contractual Services	0.00	2,000	(2,000)	0
001	Health & Senior Services	0100	Other Special Services	3390	Contractual Services	7,395.37	14,000	(6,590)	7,410
001	Health & Senior Services	0100	Software Maintenance	3405	Contractual Services	32,502.50	24,000	8,510	32,510
001	Health & Senior Services	0100	Consulting Fees	3450	Contractual Services	1,050.00	6,600	(5,540)	1,060
001	Health & Senior Services	0100	Health Care Professionals	3455	Contractual Services	18,425.00	27,500	(9,060)	18,440
001	Health & Senior Services	0100	Medical Seminars	3475	Contractual Services	2,204.30	0	2,210	2,210
001	Health & Senior Services	0100	Travel	3510	Contractual Services	20,494.01	12,679	7,921	20,500
001	Health & Senior Services	0100	Dues & Subscriptions	3520	Contractual Services	2,914.21	1,200	1,720	2,920
001	Health & Senior Services	0100	Legal/Tech Reference Materials	3525	Contractual Services	48.14	800	(740)	60
001	Health & Senior Services	0100	Training, Registration Fees, Etc	3530	Contractual Services	4,292.59	5,100	(800)	4,300
001	Health & Senior Services	0100	Educational Assistance	3540	Contractual Services	825.05	2,000	(1,160)	840
001	Health & Senior Services	0100	Rent	3920	Contractual Services	0.00	1,000	(1,000)	0
					Contractual Services Total	300,000.00	278,961	21,049	300,010
001	Health & Senior Services	0100	Buildings & Grounds	4010	Maintenance Of Structures	478,716.58	480,818	(1,918)	478,900
					Maintenance Of Structures Total	6,238.24	1,000	5,250	6,250
001	Health & Senior Services	0100	Mach/Tools/Implements	5110	Maintenance Of Equipment	0.00	200	(200)	0
001	Health & Senior Services	0100	Miscellaneous	6990	Miscellaneous	40.00	100	(50)	50
					Miscellaneous Total	40.00	100	(50)	50
	Health & Senior Services Total					1,695,508.36	1,694,271	1,653	1,695,924
001	Vcig Program	0105	Base Salary	1010	Personnel Services	27,330.08	31,644	(4,304)	27,340
001	Vcig Program	0105	Longevity	1020	Personnel Services	309.00	309	0	309
001	Vcig Program	0105	Compensated Absences	1050	Personnel Services	4,427.27	0	4,440	4,440
001	Vcig Program	0105	Fica City Portion	1090	Personnel Services	2,273.41	2,444	(164)	2,280
001	Vcig Program	0105	Tmr's City Portion	1100	Personnel Services	7,107.07	7,066	54	7,120
001	Vcig Program	0105	Hosp Insurance	1110	Personnel Services	5,532.00	5,532	0	5,532
001	Vcig Program	0105	Work Compensation	1120	Personnel Services	72.00	72	0	72
001	Vcig Program	0105	Unemp Insurance	1140	Personnel Services	0.00	64	(64)	0
					Personnel Services Total	47,050.83	47,131	(38)	47,093
001	Vcig Program	0105	Communication	3010	Contractual Services	367.64	0	380	380
001	Vcig Program	0105	Travel	3510	Contractual Services	587.34	1,600	(1,000)	600
001	Vcig Program	0105	Training, Registration Fees, Etc	3530	Contractual Services	300.00	950	(640)	310

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
Vcig Program Total									
001	Airport Police	0107	Base Salary	1010	Personnel Services	1,254.98	2,550	(1,296)	1,250
001	Airport Police	0107	Longevity	1020	Personnel Services	48,305.81	49,681	(1,376)	48,383
001	Airport Police	0107	Certification Supplement	1030	Personnel Services	630,968.48	895,405	(264,425)	630,980
001	Airport Police	0107	Educational Incentive	1040	Personnel Services	15,546.00	16,182	(622)	15,560
001	Airport Police	0107	Compensated Absences	1050	Personnel Services	21,349.50	17,520	120	17,640
001	Airport Police	0107	Compensated Absences	1050	Personnel Services	167,821.83	21,264	96	21,360
001	Airport Police	0107	Vacation Buyback	1055	Personnel Services	0.00	0	167,830	167,830
001	Airport Police	0107	Other Pay - Taxable	1060	Personnel Services	16,542.75	15,442	(1,542)	0
001	Airport Police	0107	Overtime	1080	Personnel Services	85,006.61	0	16,550	16,550
001	Airport Police	0107	Fica City Portion	1090	Personnel Services	69,812.36	6,781	78,239	85,020
001	Airport Police	0107	Tms City Portion	1100	Personnel Services	209,321.90	66,752	3,068	69,820
001	Airport Police	0107	Hosp Insurance	1110	Personnel Services	84,000.00	192,948	16,382	209,330
001	Airport Police	0107	Work Compensation	1120	Personnel Services	20,613.96	84,000	0	84,000
001	Airport Police	0107	Unemp Insurance	1140	Personnel Services	0.00	20,614	6	20,620
001	Airport Police	0107	Office Supplies	2010	Personnel Services Total	1,338,608.39	1,701	(1,701)	0
001	Airport Police	0107	Minor Equipment, Instr. Tools	2120	Supplies	0.00	1,338,609	101	1,338,710
001	Airport Police	0107	Hire Of Equipment-Gar-Vehicles	3210	Supplies	0.00	300	(300)	0
001	Airport Police	0107	Travel	3510	Supplies Total	0.00	200	(200)	0
001	Airport Police	0107	Dues & Subscriptions	3520	Contractual Services	103,752.60	137,814	(34,054)	103,760
001	Airport Police	0107	Training,Registration Fees,Etc	3530	Contractual Services	19.35	2,550	(2,520)	30
001	Airport Police	0107	Miscellaneous	6990	Contractual Services	260.00	200	70	270
001	Airport Police	0107	Miscellaneous	6990	Contractual Services Total	717.00	1,500	(770)	730
001	Airport Police	0107	Miscellaneous	6990	Contractual Services Total	104,748.95	142,064	(37,274)	104,790
001	Airport Police	0107	Miscellaneous	6990	Miscellaneous	0.00	500	(500)	0
001	Airport Police	0107	Miscellaneous	6990	Miscellaneous Total	0.00	500	(500)	0
001	Airport Police	0108	Base Salary	1010	Personnel Services	1,443,357.34	1,481,673	(38,173)	1,443,500
001	Airport Police	0108	Longevity	1020	Personnel Services	681,139.71	805,491	(224,341)	681,150
001	Airport Police	0108	Compensated Absences	1050	Personnel Services	11,709.00	13,326	(1,606)	11,720
001	Airport Police	0108	Vacation Buyback	1055	Personnel Services	112,843.27	0	112,850	112,850
001	Airport Police	0108	Other Pay - Taxable	1060	Personnel Services	0.00	15,449	(15,449)	0
001	Airport Police	0108	Overtime	1080	Personnel Services	14,952.36	0	14,960	14,960
001	Airport Police	0108	Fica City Portion	1090	Personnel Services	131,221.99	8,712	122,518	131,230
001	Airport Police	0108	Tms City Portion	1100	Personnel Services	69,627.86	81,242	(11,602)	69,640
001	Airport Police	0108	Hosp Insurance	1110	Personnel Services	209,248.35	234,830	(25,570)	209,260
001	Airport Police	0108	Work Compensation	1120	Personnel Services	176,376.00	176,376	0	176,376
001	Airport Police	0108	Unemp Insurance	1140	Personnel Services	2,352.96	2,353	7	2,360
001	Airport Police	0108	Vacancies	1150	Personnel Services	0.00	2,076	(2,076)	0
001	Airport Police	0108	Vacancies	1150	Personnel Services	0.00	(30,000)	30,000	0
001	Airport Police	0108	Office Supplies	2010	Personnel Services Total	1,409,471.50	1,409,855	(309)	1,409,546
001	Airport Police	0108	Educational/Training Supplies	2020	Supplies	2,696.38	3,000	(290)	2,710
001	Airport Police	0108	Minor Furniture & Fixtures	2115	Supplies	1,094.89	1,500	(400)	1,100
001	Airport Police	0108	Minor Equipment, Instr. Tools	2120	Supplies	73.76	0	80	80
001	Airport Police	0108	Electrical Parts & Supplies	2140	Supplies	531.39	2,000	(1,460)	540
001	Airport Police	0108	Minor Computer Hdwre & Supph	2155	Supplies	205.08	0	220	220
001	Airport Police	0108	Computer Software & Supplies	2160	Supplies	69.67	0	80	80
001	Airport Police	0108	Food	2200	Supplies	464.11	2,300	(1,830)	470
001	Airport Police	0108	Clothing, Dry Goods, Etc	2250	Supplies	809.03	500	320	820
001	Airport Police	0108	Postage	2670	Supplies	394.80	800	(400)	400
001	Airport Police	0108	Security Badges/Decal Suppl	2620	Supplies	0.00	200	(200)	0
001	Airport Police	0108	Security Badges/Decal Suppl	2630	Supplies	706.58	350	370	720
001	Airport Police	0108	Hire Of Equipment-Gar-Vehicles	3210	Supplies Total	7,045.69	10,650	(3,610)	7,140
001	Airport Police	0108	Equipment Rental-External	3212	Contractual Services	409.98	0	420	420
001	Airport Police	0108	Binding, Printing & Reproduct	3240	Contractual Services	1,335.67	2,800	(1,450)	1,350
001	Airport Police	0108	Temporary Help	3280	Contractual Services	587.83	200	400	600
001	Airport Police	0108	Wrecker Services	3320	Contractual Services	81,586.61	75,000	6,600	81,600
001	Airport Police	0108	Spec Postage/Express Shipping	3360	Contractual Services	0.00	100	(100)	0
001	Airport Police	0108	Other Special Services	3390	Contractual Services	10.96	0	20	20
001	Airport Police	0108	Travel	3510	Contractual Services	219.97	800	(570)	230
001	Airport Police	0108	Dues & Subscriptions	3520	Contractual Services	3,351.44	5,000	(1,640)	3,360
001	Airport Police	0108	Legal/Tech Reference Materials	3525	Contractual Services	266.50	700	(420)	280
001	Airport Police	0108	Training,Registration Fees,Etc	3530	Contractual Services	0.00	198	(198)	0
001	Airport Police	0108	Rent	3920	Contractual Services	2,316.47	5,000	(2,670)	2,330
001	Airport Police	0108	Rent	3920	Contractual Services	20,387.00	20,387	0	20,387

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Support Services Bureau	0112	Overtime	1080	Personnel Services	22,649.22	38,387	(15,727)	22,660
001	Support Services Bureau	0112	Fica City Portion	1090	Personnel Services	114,466.67	129,294	(14,814)	114,480
001	Support Services Bureau	0112	Tmrs City Portion	1100	Personnel Services	339,506.47	362,974	(23,454)	339,520
001	Support Services Bureau	0112	Hosp Insurance	1110	Personnel Services	224,994.00	224,964	0	224,964
001	Support Services Bureau	0112	Work Compensation	1120	Personnel Services	22,881.96	22,882	8	22,890
001	Support Services Bureau	0112	Unemp Insurance	1140	Personnel Services	0.00	3,282	(3,282)	0
001	Support Services Bureau	0112	Vacancies	1150	Personnel Services	0.00	(20,000)	20,000	0
001	Support Services Bureau	0112	Office Supplies	2010	Supplies	2,238,264.61	2,238,805	(421)	2,238,384
001	Support Services Bureau	0112	Educational/Training Supplies	2020	Supplies	16,818.61	19,000	(1,700)	18,830
001	Support Services Bureau	0112	Motor Vehicle Supplies	2110	Supplies	2,314.86	2,000	320	2,320
001	Support Services Bureau	0112	Minor Furniture & Fixtures	2115	Supplies	28.27	0	40	40
001	Support Services Bureau	0112	Minor Equipment, Instr, Tools	2120	Supplies	1,434.34	2,000	(560)	1,440
001	Support Services Bureau	0112	Electrical Parts & Supplies	2120	Supplies	9,254.21	9,000	260	9,260
001	Support Services Bureau	0112	Minor Computer Hrdwre & Perph	2140	Supplies	12.97	250	(230)	20
001	Support Services Bureau	0112	Computer Software & Supplies	2155	Supplies	4,004.62	0	4,010	4,010
001	Support Services Bureau	0112	Welding Supplies	2160	Supplies	6,347.57	4,000	2,360	6,360
001	Support Services Bureau	0112	Food	2170	Supplies	208.44	360	(140)	220
001	Support Services Bureau	0112	Janitorial Supplies	2200	Supplies	2,948.47	1,250	1,710	2,960
001	Support Services Bureau	0112	Chemicals & Insecticides	2310	Supplies	2,153.13	2,000	160	2,160
001	Support Services Bureau	0112	Ammunition	2330	Supplies	531.65	200	340	540
001	Support Services Bureau	0112	Clothing, Dry Goods, Etc	2540	Supplies	72,693.29	64,000	8,700	72,700
001	Support Services Bureau	0112	Safety Supplies & Minor Equip	2570	Supplies	4,390.93	2,500	1,900	4,400
001	Support Services Bureau	0112		2640	Supplies	142.42	150	0	150
001	Support Services Bureau	0112	Light & Power	3030	Supplies Total	125,283.78	106,710	18,700	125,410
001	Support Services Bureau	0112	Water	3040	Contractual Services	12,372.10	17,000	(4,620)	12,380
001	Support Services Bureau	0112	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	960.85	1,500	(530)	970
001	Support Services Bureau	0112	Equipment Rental-External	3212	Contractual Services	180,124.71	138,065	42,065	180,130
001	Support Services Bureau	0112	Advertising	3220	Contractual Services	1,466.85	0	1,480	1,480
001	Support Services Bureau	0112	Lodging Of Prisoners	3237	Contractual Services	5,789.63	7,000	(1,200)	5,800
001	Support Services Bureau	0112	Binding, Printing & Reproduct	3240	Contractual Services	0.00	217,000	(217,000)	0
001	Support Services Bureau	0112	Credit Bureau Fees	3260	Contractual Services	429.69	1,000	(560)	440
001	Support Services Bureau	0112	Temporary Help	3280	Contractual Services	456.73	680	(210)	470
001	Support Services Bureau	0112	Spec Postage/Express Shipping	3360	Contractual Services	31,342.05	0	31,350	31,350
001	Support Services Bureau	0112	Other Special Services	3390	Contractual Services	857.58	250	620	870
001	Support Services Bureau	0112	Medical Examinations	3480	Contractual Services	13,382.15	10,625	2,765	13,390
001	Support Services Bureau	0112	Travel	3510	Contractual Services	8,900.00	13,250	(4,340)	8,910
001	Support Services Bureau	0112	Dues & Subscriptions	3520	Contractual Services	4,067.84	15,000	(10,920)	4,080
001	Support Services Bureau	0112	Training,Registration Fees,Etc	3530	Contractual Services	2,014.40	2,000	20	2,020
001	Support Services Bureau	0112	Educational Assistance	3540	Contractual Services	6,167.50	8,100	(1,920)	6,180
001	Support Services Bureau	0112	Rent	3920	Contractual Services	5,805.04	8,700	(2,880)	5,820
001	Support Services Bureau	0112	Other	3990	Contractual Services	30.04	0	40	40
001	Support Services Bureau	0112	Buildings & Grounds	4010	Contractual Services Total	3,281.10	3,150	140	3,290
001	Support Services Bureau	0112	Mach/Tools/Implements	5110	Maintenance Of Structures	277,448.26	443,320	(165,700)	277,620
001	Support Services Bureau	0112	Instruments & Apparatus(Major)	5120	Maintenance Of Structures Total	3,305.95	2,500	820	3,320
001	Support Services Bureau	0112	Miscellaneous	6990	Maintenance Of Equipment	561.34	500	70	570
001	Support Services Bureau	0112			Maintenance Of Equipment	2,861.79	2,000	870	2,870
001	Support Services Bureau	0112			Maintenance Of Equipment Total	3,423.13	2,500	940	3,440
001	Support Services Bureau	0112			Miscellaneous	1,344.72	1,200	150	1,350
001	Support Services Bureau	0112			Miscellaneous Total	1,344.72	1,200	150	1,350
001	Support Services Bureau	0113	Base Salary	1010	Personnel Services	2,649,070.45	2,795,035	(145,511)	2,649,524
001	Support Services Bureau	0113	Longevity	1020	Personnel Services	4,568,459.95	5,624,236	(1,055,766)	4,568,470
001	Support Services Bureau	0113	Certification Supplement	1030	Personnel Services	66,006.00	74,280	(8,260)	66,020
001	Support Services Bureau	0113	Educational Incentive	1040	Personnel Services	88,475.00	86,520	1,970	88,490
001	Support Services Bureau	0113	Compensated Absences	1050	Personnel Services	127,264.50	134,520	(7,260)	127,270
001	Support Services Bureau	0113	Vacation Buyback	1055	Personnel Services	1,110,257.00	0	1,110,270	1,110,270
001	Support Services Bureau	0113	Other Pay - Taxable	1060	Personnel Services	0.00	69,426	(69,426)	0
001	Support Services Bureau	0113	Overtime	1080	Personnel Services	82,273.50	12,600	69,680	82,280
001	Support Services Bureau	0113	Fica City Portion	1090	Personnel Services	227,748.08	183,456	44,304	227,760
001	Support Services Bureau	0113	Tmrs City Portion	1100	Personnel Services	466,428.66	500,916	(34,479)	466,440
001	Support Services Bureau	0113	Hosp Insurance	1110	Personnel Services	1,384,051.71	1,461,645	(77,585)	1,384,060
001	Support Services Bureau	0113	Work Compensation	1120	Personnel Services	810,396.00	810,396	0	810,396
001	Support Services Bureau	0113	Unemp Insurance	1140	Personnel Services	150,581.04	150,581	9	150,590
001	Support Services Bureau	0113			Personnel Services	4,115.88	12,714	(8,584)	4,130

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Field Operations Bureau	0113	Vacancies	1150	Personnel Services	0.00	(35,000)	35,000	0
001	Field Operations Bureau	0113	Office Supplies	2010	Supplies	9,086,057.32	9,086,290	(114)	9,086,176
001	Field Operations Bureau	0113	Minor Furniture & Fixtures	2115	Supplies	12,968.12	10,800	2,180	12,980
001	Field Operations Bureau	0113	Minor Equipment, Instr. Tools	2120	Supplies	593.97	2,000	(1,400)	600
001	Field Operations Bureau	0113	Computer Software & Supplies	2160	Supplies	30,821.99	32,500	(1,670)	30,830
001	Field Operations Bureau	0113	Food	2200	Supplies	5,926.41	3,400	2,540	5,940
001	Field Operations Bureau	0113	Chemicals & Insecticides	2330	Supplies	477.43	1,000	(510)	490
001	Field Operations Bureau	0113	Animal Feed	2530	Supplies	750.00	300	460	760
001	Field Operations Bureau	0113	Clothing, Dry Goods, Etc	2570	Supplies	4,622.83	4,000	630	4,630
001	Field Operations Bureau	0113	Photographic Supplies	2650	Supplies	1,746.00	0	1,760	1,760
001	Field Operations Bureau	0113	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	1,818.79	4,000	(2,170)	1,830
001	Field Operations Bureau	0113	Advertising	3220	Contractual Services	59,725.54	58,000	1,820	59,820
001	Field Operations Bureau	0113	Employee Relocation Costs	3263	Contractual Services	1,431,090.03	1,438,075	(6,975)	1,431,100
001	Field Operations Bureau	0113	Temporary Help	3280	Contractual Services	0.00	500	(500)	0
001	Field Operations Bureau	0113	Wrecker Services	3320	Contractual Services	757.59	0	770	770
001	Field Operations Bureau	0113	Software Maintenance	3405	Contractual Services	344,764.10	339,639	5,131	344,770
001	Field Operations Bureau	0113	Veterinary Fees	3460	Contractual Services	864.95	1,000	(130)	870
001	Field Operations Bureau	0113	Travel	3510	Contractual Services	500.00	5,000	0	500
001	Field Operations Bureau	0113	Dues & Subscriptions	3520	Contractual Services	6,287.82	6,000	1,300	6,300
001	Field Operations Bureau	0113	Training, Registration Fees, Etc	3530	Contractual Services	6,701.55	14,000	(7,290)	6,710
001	Field Operations Bureau	0113	Instruments & Apparatus(Major)	5120	Contractual Services	1,266.00	1,712	(442)	1,280
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	19,993.00	14,000	6,000	20,000
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,812,225.04	1,814,426	(2,126)	1,812,300
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	6,878.60	9,000	(2,110)	6,890
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,016.71	1,600	(570)	1,030
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,016.71	1,600	(570)	1,030
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	10,966,903.21	10,969,316	(3,100)	10,966,216
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,189,915.00	2,644,340	(454,410)	2,189,930
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	50,280.00	51,852	(1,562)	50,290
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	59,235.00	58,440	810	59,250
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	61,606.00	56,736	4,884	61,620
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	324,691.11	0	324,700	324,700
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	29,979	(29,979)	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	87,500.25	31,596	55,914	87,510
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	156,277.39	107,795	48,495	156,290
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	215,834.45	212,168	3,672	215,840
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	646,907.68	614,063	32,867	646,920
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	276,360.00	276,360	0	276,360
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	61,140.00	61,140	0	61,140
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	5,278	(5,278)	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	(20,000)	20,000	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	4,129,746.88	4,129,747	103	4,129,850
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	13,145.23	13,000	160	13,160
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,114.61	500	620	1,120
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,610.58	3,000	(1,380)	1,620
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	7,950.05	15,000	(7,040)	7,960
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,527.26	2,949	(409)	2,540
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	11,319.72	1,225	10,105	11,330
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,054.40	0	1,060	1,060
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	650	(650)	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,772.96	2,000	780	2,780
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	572.38	1,000	(420)	580
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	42,067.19	39,324	2,826	42,150
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	674.97	0	680	680
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,958.03	0	2,970	2,970
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,033.62	0	2,040	2,040
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	406,480.31	401,992	4,498	406,490
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	58,380.00	61,800	(3,410)	58,390
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,191.48	700	1,500	2,200
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	50,000.00	50,000	0	50,000
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	8,135.43	16,500	(8,350)	8,150
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,641.96	2,075	(425)	1,650
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	8,225.98	8,000	240	8,240

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Investigative Services Bureau	0114	Rent	3920	Contractual Services	18,756.00	21,660	(2,890)	18,770
001	Investigative Services Bureau	0114	Other	3990	Contractual Services	24,529.20	24,360	180	24,540
001	Investigative Services Bureau				Contractual Services Total	584,006.98	587,087	(2,967)	584,120
001	Investigative Services Bureau	0114	Instruments & Apparatus(Major)	6120	Maintenance Of Equipment	0.00	1,000	(1,000)	0
001	Investigative Services Bureau				Maintenance Of Equipment Total	0.00	1,000	(1,000)	0
001	Investigative Services Bureau	0114	Miscellaneous	6990	Miscellaneous	659.19	1,000	(330)	670
001	Investigative Services Bureau				Miscellaneous Total	659.19	1,000	(330)	670
001	Investigative Services Bureau Total					4,756,480.24	4,758,158	(1,368)	4,756,790
001	Fire	0115	Base Salary	1010	Personnel Services	6,843,430.91	8,724,264	(1,880,824)	6,843,440
001	Fire	0115	Part Time/Temp Employees	1015	Personnel Services	31,512.00	49,920	(18,400)	31,520
001	Fire	0115	Longevity	1020	Personnel Services	129,495.00	142,194	(12,684)	129,510
001	Fire	0115	Certification Supplement	1030	Personnel Services	183,165.00	184,308	(1,128)	183,180
001	Fire	0115	Educational Incentive	1040	Personnel Services	134,185.00	132,864	1,336	134,200
001	Fire	0115	Compensated Absences	1050	Personnel Services	1,203,562.67	0	1,203,570	1,203,570
001	Fire	0115	Vacation Buyback	1055	Personnel Services	0.00	124,940	(124,940)	0
001	Fire	0115	Car Allowance	1059	Personnel Services	5,772.00	0	5,780	5,780
001	Fire	0115	Other Pay - Taxable	1060	Personnel Services	157,840.14	0	157,850	157,850
001	Fire	0115	Overtime	1080	Personnel Services	810,604.03	242,585	568,025	810,610
001	Fire	0115	Fica City Portion	1090	Personnel Services	134,270.14	115,851	18,429	134,280
001	Fire	0115	Tmrs City Portion	1100	Personnel Services	29,504.02	6,751	22,759	29,510
001	Fire	0115	Hosp Insurance	1110	Personnel Services	1,256,064.00	1,256,064	0	1,256,064
001	Fire	0115	Work Compensation	1120	Personnel Services	149,444.04	149,444	6	149,450
001	Fire	0115	Firemans Relief & Retirement	1130	Personnel Services	1,876,207.82	1,798,639	77,581	1,876,220
001	Fire	0115	Unemp Insurance	1140	Personnel Services	0.00	17,234	(17,234)	0
001	Fire				Personnel Services Total	12,945,056.77	12,945,058	126	12,945,184
001	Fire	0115	Office Supplies	2010	Supplies	6,185.01	7,000	(800)	6,200
001	Fire	0115	Educational/Training Supplies	2020	Supplies	7,951.49	3,000	4,960	7,960
001	Fire	0115	Motor Vehicle Supplies	2110	Supplies	48.48	0	60	60
001	Fire	0115	Minor Furniture & Fixtures	2115	Supplies	5,683.79	25,400	(19,710)	5,690
001	Fire	0115	Minor Equipment, Instr., Tools	2120	Supplies	40,116.95	38,000	2,130	40,130
001	Fire	0115	Electrical Parts & Supplies	2140	Supplies	780.56	6,471	(5,681)	790
001	Fire	0115	Minor Computer Hdwre & Perph	2155	Supplies	3,705.38	0	3,720	3,720
001	Fire	0115	Computer Software & Supplies	2160	Supplies	8,788.21	5,200	3,600	8,800
001	Fire	0115	Welding Supplies	2170	Supplies	84.60	100	(10)	90
001	Fire	0115	Food	2200	Supplies	1,633.12	3,000	(1,360)	1,640
001	Fire	0115	Janitorial Supplies	2310	Supplies	24,474.66	18,000	6,480	24,480
001	Fire	0115	Medical Supplies	2320	Supplies	303.00	300	10	310
001	Fire	0115	Chemicals & Insecticides	2330	Supplies	17,276.67	7,150	10,140	17,280
001	Fire	0115	Botanical & Agricultural Supl	2520	Supplies	451.84	1,148	(688)	460
001	Fire	0115	Clothing, Dry Goods, Etc	2570	Supplies	94,536.71	100,000	(5,450)	94,550
001	Fire	0115	Postage	2620	Supplies	5.23	1,100	(1,080)	20
001	Fire	0115	Security Badges/Decal Suppl	2630	Supplies	87.00	0	100	100
001	Fire	0115	Safety Supplies & Minor Equip	2640	Supplies	199.00	500	(290)	210
001	Fire				Supplies Total	212,311.70	216,369	(3,899)	212,500
001	Fire	0115	Water	3040	Contractual Services	17,944.61	26,000	(8,050)	17,950
001	Fire	0115	Gen Lab/Workers Comp Penalty	3113	Contractual Services	0.00	(5,266)	5,266	0
001	Fire	0115	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	1,040,494.61	1,043,503	(3,003)	1,040,500
001	Fire	0115	Equipment Rental-External	3212	Contractual Services	4,082.24	5,200	(1,100)	4,100
001	Fire	0115	Advertising	3220	Contractual Services	967.50	600	380	980
001	Fire	0115	Laundry & Cleaning	3230	Contractual Services	49,166.06	45,000	4,180	49,180
001	Fire	0115	Blinding, Printing & Reproduct	3240	Contractual Services	0.00	750	(750)	0
001	Fire	0115	Employee Relocation Costs	3263	Contractual Services	5,304.16	0	5,310	5,310
001	Fire	0115	Notary Bonds	3270	Contractual Services	0.00	100	(100)	0
001	Fire	0115	Temporary Help	3280	Contractual Services	0.00	845	(845)	0
001	Fire	0115	Grounds Maintenance	3370	Contractual Services	6,598.74	1,500	(1,500)	6,610
001	Fire	0115	Other Special Services	3380	Contractual Services	0.00	0	6,610	6,610
001	Fire	0115	Travel	3510	Contractual Services	10,956.63	12,000	(1,030)	10,970
001	Fire	0115	Dues & Subscriptions	3520	Contractual Services	428.00	1,000	(560)	440
001	Fire	0115	Training,Registration Fees,Etc	3530	Contractual Services	1,153.00	9,750	(8,590)	1,160
001	Fire	0115	Educational Assistance	3540	Contractual Services	630.60	0	640	640
001	Fire	0115	Employee Awards	3550	Contractual Services	6,946.59	4,500	2,460	6,960
001	Fire				Contractual Services Total	1,144,682.74	1,145,482	(682)	1,144,800
001	Fire				Maintenance Of Structures	13,258.93	2,500	10,770	13,270
001	Fire	0115	Buildings & Grounds	4010	Maintenance Of Structures Total	13,258.93	2,500	10,770	13,270

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Fire	0115	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	0.00	1,000	(1,000)	0
001	Fire	0115	Mach/T tools/implements	5110	Maintenance Of Equipment	2,629.59	3,000	(360)	2,640
001	Fire	0115	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	7,807.52	9,000	(1,180)	7,820
					Maintenance Of Equipment Total	10,437.11	13,000	(2,540)	10,460
001	Fire	0115	Miscellaneous	6990	Miscellaneous	0.00	4,998	(4,998)	0
					Miscellaneous Total	0.00	4,998	(4,998)	0
001	Fire	0115	Fire Fighting Equipment	8470	Capital - Equipment	19,356.00	20,700	(1,330)	19,370
					Capital - Equipment Total	19,356.00	20,700	(1,330)	19,370
					Fire Total	14,345,103.25	14,348,107	(2,523)	14,345,584
001	Fire Training	0116	Base Salary	1010	Personnel Services	201,412.39	238,004	(36,584)	201,420
001	Fire Training	0116	Longevity	1020	Personnel Services	4,923.00	5,127	(197)	4,930
001	Fire Training	0116	Certification Supplement	1030	Personnel Services	4,140.00	4,320	(170)	4,150
001	Fire Training	0116	Educational Incentive	1040	Personnel Services	3,869.00	4,992	(1,112)	3,880
001	Fire Training	0116	Compensated Absences	1050	Personnel Services	21,188.11	0	21,200	21,200
001	Fire Training	0116	Vacation Buyback	1055	Personnel Services	0.00	7,363	(7,363)	0
001	Fire Training	0116	Other Pay - Taxable	1060	Personnel Services	9,900.78	0	9,910	9,910
001	Fire Training	0116	Overtime	1080	Personnel Services	13,346.44	0	13,360	13,360
001	Fire Training	0116	Fica City Portion	1090	Personnel Services	4,334.47	4,444	(104)	4,340
001	Fire Training	0116	Tmrs City Portion	1100	Personnel Services	6,379.25	5,755	635	6,390
001	Fire Training	0116	Hosp Insurance	1110	Personnel Services	23,592.00	23,592	0	23,592
001	Fire Training	0116	Work Compensation	1120	Personnel Services	3,855.00	3,855	0	3,855
001	Fire Training	0116	Firemans Relief & Retirement	1130	Personnel Services	46,563.11	45,564	1,006	46,570
001	Fire Training	0116	Unemp Insurance	1140	Personnel Services	0.00	488	(488)	0
					Personnel Services Total	343,503.55	343,504	93	343,597
001	Fire Training	0116	Office Supplies	2010	Supplies	1,808.72	1,050	770	1,820
001	Fire Training	0116	Educational/Training Supplies	2020	Supplies	21,997.40	27,810	(5,800)	22,010
001	Fire Training	0116	Minor Furniture & Fixtures	2115	Supplies	901.58	1,300	(390)	910
001	Fire Training	0116	Minor Equipment, Instr, Tools	2120	Supplies	7,457.13	5,385	2,085	7,470
001	Fire Training	0116	Heating Fuel Supplies	2150	Supplies	1,037.00	1,150	(100)	1,050
001	Fire Training	0116	Janitorial Supplies	2310	Supplies	615.41	670	(40)	630
001	Fire Training	0116	Clothing, Dry Goods, Etc	2570	Supplies	17,611.25	0	17,620	17,620
					Supplies Total	51,428.49	37,365	14,145	51,510
001	Fire Training	0116	Hire Of Equipment-Gar,Vehicles	3210	Contractual Services	27,676.93	27,738	(48)	27,690
001	Fire Training	0116	Equipment Rental-External	3212	Contractual Services	9,703.08	11,700	(1,990)	9,710
001	Fire Training	0116	Exterminator	3310	Contractual Services	350.00	1,000	(640)	360
001	Fire Training	0116	Grounds Maintenance	3370	Contractual Services	287.97	1,160	(860)	300
001	Fire Training	0116	Other Special Services	3390	Contractual Services	114.25	11,375	(11,265)	120
001	Fire Training	0116	Travel	3510	Contractual Services	5,680.07	5,360	330	5,690
001	Fire Training	0116	Dues & Subscriptions	3520	Contractual Services	356.75	900	(530)	370
001	Fire Training	0116	Training,Registration Fees,Etc	3530	Contractual Services	5,745.00	3,720	2,040	5,760
					Contractual Services Total	49,914.05	62,953	(12,953)	50,000
001	Fire Training	0116	Buildings & Grounds	4010	Maintenance Of Structures	2,742.04	5,250	(2,500)	2,750
					Maintenance Of Structures Total	2,742.04	5,250	(2,500)	2,750
001	Fire Training	0116	Mach/T tools/implements	5110	Maintenance Of Equipment	393.97	320	80	400
001	Fire Training	0116	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	322.77	150	180	330
					Maintenance Of Equipment Total	716.74	470	260	730
					Fire Training Total	448,304.87	449,542	(955)	448,587
001	Fire Prevention	0119	Base Salary	1010	Personnel Services	437,972.85	516,973	(78,993)	437,980
001	Fire Prevention	0119	Longevity	1020	Personnel Services	8,130.00	8,385	(245)	8,140
001	Fire Prevention	0119	Certification Supplement	1030	Personnel Services	9,840.00	10,080	(230)	9,850
001	Fire Prevention	0119	Educational Incentive	1040	Personnel Services	10,356.00	10,716	(346)	10,370
001	Fire Prevention	0119	Compensated Absences	1050	Personnel Services	30,208.28	0	30,220	30,220
001	Fire Prevention	0119	Vacation Buyback	1055	Personnel Services	0.00	10,944	(10,944)	0
001	Fire Prevention	0119	Other Pay - Taxable	1060	Personnel Services	15,642.33	0	15,650	15,650
001	Fire Prevention	0119	Overtime	1080	Personnel Services	45,139.00	8,379	36,771	45,150
001	Fire Prevention	0119	Fica City Portion	1090	Personnel Services	9,523.67	9,018	512	9,530
001	Fire Prevention	0119	Tmrs City Portion	1100	Personnel Services	4,844.72	5,442	(592)	4,850
001	Fire Prevention	0119	Hosp Insurance	1110	Personnel Services	69,732.00	69,732	0	69,732
001	Fire Prevention	0119	Work Compensation	1120	Personnel Services	8,280.00	8,280	0	8,280
001	Fire Prevention	0119	Firemans Relief & Retirement	1130	Personnel Services	108,672.71	99,399	9,281	108,680
001	Fire Prevention	0119	Unemp Insurance	1140	Personnel Services	0.00	985	(985)	0
					Personnel Services Total	758,342.56	758,343	89	758,432
001	Fire Prevention	0119	Office Supplies	2010	Supplies	891.81	1,000	(100)	900
001	Fire Prevention	0119	Educational/Training Supplies	2020	Supplies	6,484.26	6,800	(310)	6,490

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Fire Prevention	0119	Minor Furniture & Fixtures	2115	Supplies	1,308.06	1,370	(60)	1,320
001	Fire Prevention	0119	Minor Equipment, Instr, Tools	2120	Supplies	454.38	1,000	(540)	460
001	Fire Prevention	0119	Computer Software & Supplies	2160	Supplies	1,332.16	1,200	120	1,340
001	Fire Prevention	0119	Ammunition	2540	Supplies	2,299.25	2,000	310	2,310
001	Fire Prevention	0119	Fire Marshal Supplies	2550	Supplies	1,972.88	2,500	(520)	1,980
001	Fire Prevention	0119	Clothing, Dry Goods, Etc	2570	Supplies	18,553.40	30,000	(11,440)	18,560
001	Fire Prevention	0119	Postage	2620	Supplies	0.00	100	(100)	0
			Supplies Total			33,296.20	45,990	(12,630)	33,360
001	Fire Prevention	0119	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	61,057.33	61,304	(234)	61,070
001	Fire Prevention	0119	Binding, Printing & Reproduct	3240	Contractual Services	0.00	250	(250)	0
001	Fire Prevention	0119	Other Special Services	3390	Contractual Services	14,000.00	0	14,010	14,010
001	Fire Prevention	0119	Travel	3510	Contractual Services	5,444.75	5,500	(50)	5,450
001	Fire Prevention	0119	Dues & Subscriptions	3520	Contractual Services	1,462.66	1,500	(30)	1,470
001	Fire Prevention	0119	Training, Registration Fees,Etc	3530	Contractual Services	1,296.00	3,000	(1,690)	1,310
			Contractual Services Total			83,260.74	71,554	11,756	83,310
001	Fire Prevention	0119	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	623.93	1,000	(370)	630
			Maintenance Of Equipment Total			623.93	1,000	(370)	630
	Fire Prevention Total					875,523.43	876,887	(1,155)	875,732
001	Emergency Medical Service	0120	Base Salary	1010	Personnel Services	141,753.38	141,800	(40)	141,760
001	Emergency Medical Service	0120	Longevity	1020	Personnel Services	3,969.00	3,939	41	3,980
001	Emergency Medical Service	0120	Certification Supplement	1030	Personnel Services	1,440.00	1,440	0	1,440
001	Emergency Medical Service	0120	Performance Incentive	1035	Personnel Services	610,200.00	601,800	8,410	610,210
001	Emergency Medical Service	0120	Educational Incentive	1040	Personnel Services	3,000.00	3,000	0	3,000
001	Emergency Medical Service	0120	Compensated Absences	1050	Personnel Services	9,215.62	0	9,230	9,230
001	Emergency Medical Service	0120	Vacation Buyback	1055	Personnel Services	0.00	2,210	(2,210)	0
001	Emergency Medical Service	0120	Car Allowance	1059	Personnel Services	1,920.00	1,920	0	1,920
001	Emergency Medical Service	0120	Other Pay - Taxable	1060	Personnel Services	2,189.92	0	2,200	2,200
001	Emergency Medical Service	0120	Overtime	1080	Personnel Services	388.79	0	2,200	2,200
001	Emergency Medical Service	0120	Fica City Portion	1090	Personnel Services	1,018.96	1,413	(1,013)	400
001	Emergency Medical Service	0120	Tmrs City Portion	1100	Personnel Services	548.84	5,150	(10,516)	1,030
001	Emergency Medical Service	0120	Hosp Insurance	1110	Personnel Services	17,520.00	17,520	0	17,520
001	Emergency Medical Service	0120	Work Compensation	1120	Personnel Services	12,387.96	12,388	12	12,400
001	Emergency Medical Service	0120	Firemans Relief & Retirement	1130	Personnel Services	155,980.99	156,193	(203)	155,990
001	Emergency Medical Service	0120	Unemp Insurance	1140	Personnel Services	0.00	1,564	(1,564)	0
			Personnel Services Total			961,533.46	961,883	(243)	961,640
001	Emergency Medical Service	0120	Office Supplies	2010	Supplies	91.12	0	100	100
001	Emergency Medical Service	0120	Educational/Training Supplies	2020	Supplies	4,364.50	3,500	870	4,370
001	Emergency Medical Service	0120	Minor Equipment, Instr, Tools	2120	Supplies	22,140.98	7,150	16,000	22,150
001	Emergency Medical Service	0120	Minor Computer Hrdwre & Periph	2155	Supplies	209.34	0	220	220
001	Emergency Medical Service	0120	Computer Software & Supplies	2160	Supplies	1,078.10	300	790	1,090
001	Emergency Medical Service	0120	Welding Supplies	2170	Supplies	91.20	300	(200)	100
001	Emergency Medical Service	0120	Food	2200	Supplies	77.99	0	90	90
001	Emergency Medical Service	0120	Jenitorial Supplies	2310	Supplies	177.60	0	190	190
001	Emergency Medical Service	0120	Medical Supplies	2320	Supplies	40,098.55	47,000	(6,890)	40,110
001	Emergency Medical Service	0120	Clothing, Dry Goods, Etc	2570	Supplies	435.90	3,950	(3,500)	450
001	Emergency Medical Service	0120	Postage	2620	Supplies	55.09	0	70	70
			Supplies Total			68,820.37	62,200	6,740	68,940
001	Emergency Medical Service	0120	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	290,692.33	256,137	34,563	290,700
001	Emergency Medical Service	0120	Binding, Printing & Reproduct	3240	Contractual Services	221.64	300	(70)	230
001	Emergency Medical Service	0120	Billing And Collection Fees	3250	Contractual Services	167,679.02	184,000	(16,310)	167,690
001	Emergency Medical Service	0120	Other Special Services	3390	Contractual Services	18,000.00	18,000	0	18,000
001	Emergency Medical Service	0120	Medical Examinations	3480	Contractual Services	5,500.10	43,000	(37,490)	5,510
001	Emergency Medical Service	0120	Travel	3510	Contractual Services	8,779.29	7,610	1,180	8,790
001	Emergency Medical Service	0120	Dues & Subscriptions	3520	Contractual Services	1,325.40	950	390	1,340
001	Emergency Medical Service	0120	Training, Registration Fees,Etc	3530	Contractual Services	18,118.65	12,025	6,105	18,130
001	Emergency Medical Service	0120	Educational Assistance	3540	Contractual Services	7,307.92	4,700	2,620	7,320
			Contractual Services Total			517,624.35	526,722	(9,012)	517,710
001	Emergency Medical Service	0120	Mach/Tools/Implements	5110	Maintenance Of Equipment	4,795.32	5,650	(840)	4,810
001	Emergency Medical Service	0120	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	12,640.63	15,200	(2,550)	12,650
			Maintenance Of Equipment Total			17,435.95	20,850	(3,390)	17,460
			Miscellaneous			770.00	2,210	(1,430)	780
			Miscellaneous Total			770.00	2,210	(1,430)	780
			Capital - Equipment			5,607.00	0	5,620	5,620
			Capital - Equipment Total			5,607.00	0	5,620	5,620

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
Emergency Medical Service Total									
001	Airport Fire Division	0122	Base Salary	1010	Personnel Services	1,571,791.13	1,573,865	(1,715)	1,572,150
001	Airport Fire Division	0122	Longevity	1020	Personnel Services	645,975.18	843,015	(197,026)	645,990
001	Airport Fire Division	0122	Certification Supplement	1030	Personnel Services	20,025.00	21,300	(1,260)	20,040
001	Airport Fire Division	0122	Educational Incentive	1040	Personnel Services	17,940.00	18,000	(60)	17,950
001	Airport Fire Division	0122	Compensated Absences	1050	Personnel Services	15,291.50	15,060	240	15,300
001	Airport Fire Division	0122	Vacation Buyback	1055	Personnel Services	107,297.13	0	107,310	107,310
001	Airport Fire Division	0122	Car Allowance	1059	Personnel Services	0.00	23,239	(23,239)	0
001	Airport Fire Division	0122	Other Pay - Taxable	1060	Personnel Services	1,780.88	3,752	(1,962)	1,790
001	Airport Fire Division	0122	Overtime	1080	Personnel Services	25,357.38	0	25,370	25,370
001	Airport Fire Division	0122	Fica City Portion	1090	Personnel Services	100,811.91	24,335	76,485	100,820
001	Airport Fire Division	0122	Hosp Insurance	1110	Personnel Services	10,611.77	8,356	2,264	10,620
001	Airport Fire Division	0122	Work Compensation	1120	Personnel Services	105,240.00	105,240	0	105,240
001	Airport Fire Division	0122	Fremans Relief & Retirement	1130	Personnel Services	14,076.96	14,077	13	14,090
001	Airport Fire Division	0122	Unemp Insurance	1140	Personnel Services	186,656.08	173,072	13,698	186,670
					Personnel Services	0.00	1,618	(1,618)	0
					Personnel Services Total	1,251,063.79	1,251,064	126	1,251,190
001	Airport Fire Division	0122	Office Supplies	2010	Supplies	0.00	150	(150)	0
001	Airport Fire Division	0122	Educational/Training Supplies	2020	Supplies	383.40	1,500	(1,110)	390
001	Airport Fire Division	0122	Minor Furniture & Fixtures	2115	Supplies	0.00	1,000	(1,000)	0
001	Airport Fire Division	0122	Minor Equipment, Instr, Tools	2120	Supplies	152.20	1,500	(1,340)	160
001	Airport Fire Division	0122	Minor Computer Hrdwre & Perph	2155	Supplies	134.95	0	140	140
001	Airport Fire Division	0122	Chemicals & Insecticides	2330	Supplies	7,522.50	5,500	2,030	7,530
001	Airport Fire Division	0122	Clothing, Dry Goods, Etc	2570	Supplies	11,928.50	8,304	3,636	11,940
001	Airport Fire Division	0122	Security Badges/Decal Suppl	2630	Supplies	29.00	0	40	40
					Supplies Total	20,150.55	17,954	2,246	20,200
001	Airport Fire Division	0122	Communication	3010	Contractual Services	104.20	0	110	110
001	Airport Fire Division	0122	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	119,737.79	115,869	3,881	119,750
001	Airport Fire Division	0122	Travel	3510	Contractual Services	438.50	3,000	(2,550)	450
001	Airport Fire Division	0122	Dues & Subscriptions	3520	Contractual Services	0.00	150	(150)	0
001	Airport Fire Division	0122	Training, Registration Fees, Etc	3530	Contractual Services	540.00	7,000	(6,450)	550
					Contractual Services Total	120,820.49	126,019	(5,159)	120,860
					Contractual Services Total	1,392,034.83	1,395,037	(2,787)	1,392,250
001	Airport Fire Division Total								
001	Emergency Management	0125	Office Supplies	2010	Supplies	(78.84)	800	(870)	770
001	Emergency Management	0125	Educational/Training Supplies	2020	Supplies	763.35	2,400	(1,630)	260
001	Emergency Management	0125	Minor Furniture & Fixtures	2115	Supplies	747.96	500	250	760
001	Emergency Management	0125	Minor Equipment, Instr, Tools	2120	Supplies	9,373.32	7,602	1,778	9,380
001	Emergency Management	0125	Heating Fuel Supplies	2150	Supplies	42.00	0	50	50
001	Emergency Management	0125	Minor Computer Hrdwre & Periph	2155	Supplies	2,877.30	500	2,390	2,890
001	Emergency Management	0125	Computer Software & Supplies	2160	Supplies	619.72	1,000	(370)	630
001	Emergency Management	0125	Food	2200	Supplies	12.58	300	(280)	20
001	Emergency Management	0125	Water	2210	Supplies	0.00	220	(220)	0
001	Emergency Management	0125	Medical Supplies	2320	Supplies	0.00	660	(660)	0
001	Emergency Management	0125	Chemicals & Insecticides	2330	Supplies	997.57	2,200	(1,190)	1,010
001	Emergency Management	0125	Laboratory Supplies	2560	Supplies	0.00	55	(55)	0
001	Emergency Management	0125	Clothing, Dry Goods, Etc	2570	Supplies	336.97	0	350	350
001	Emergency Management	0125	Postage	2620	Supplies	0.00	55	(55)	0
001	Emergency Management	0125	Safety Supplies & Minor Equip	2640	Supplies	0.00	220	(220)	0
					Supplies Total	15,691.93	16,512	(722)	15,790
001	Emergency Management	0125	Communication	3010	Contractual Services	5,395.46	6,370	(960)	5,410
001	Emergency Management	0125	Light & Power	3030	Contractual Services	2,140.02	3,100	(950)	2,150
001	Emergency Management	0125	Binding, Printing & Reproduct	3240	Contractual Services	0.00	200	(200)	0
001	Emergency Management	0125	Software Maintenance	3405	Contractual Services	399.00	0	410	410
001	Emergency Management	0125	Travel	3510	Contractual Services	4,274.83	5,150	(870)	4,280
001	Emergency Management	0125	Dues & Subscriptions	3520	Contractual Services	8,822.00	10,160	(1,330)	8,830
001	Emergency Management	0125	Training,Registration Fees,Etc	3530	Contractual Services	605.00	1,416	(796)	620
001	Emergency Management	0125	Employee Awards	3550	Contractual Services	660.00	660	0	660
					Contractual Services Total	22,296.80	27,056	(4,696)	22,360
001	Emergency Management	0125	Communications Equipment	5105	Maintenance Of Equipment	252.24	0	260	260
001	Emergency Management	0125	Mach/Tools/Implements	5110	Maintenance Of Equipment	532.00	1,100	(560)	540
001	Emergency Management	0125	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	2,133.97	20,775	(18,635)	2,140
					Maintenance Of Equipment Total	2,918.21	21,875	(18,935)	2,940
001	Emergency Management	0125	Miscellaneous	6990	Miscellaneous	0.00	5,500	(5,500)	0
					Miscellaneous Total	0.00	5,500	(5,500)	0
001	Emergency Management	0125	Communication/Video Equipment	8481	Capital - Equipment	17,650.00	0	17,660	17,660

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Budget	Adjustment	Adjusted Budget
006 Total						91,006.72	0	91,006	91,006
007	Facilities Services	0041	Water	3040	Contractual Services	288.83	0	289	289
					Contractual Services Total	288.83	0	289	289
						288.83	0	289	289
007	Facilities Services Total								
007	Parks & Recreation	0090	Insurance-External	3110	Contractual Services	690.06	0	690	690
007	Parks & Recreation	0090	Other Special Services	3390	Contractual Services	60,000.00	0	60,000	60,000
					Contractual Services Total	60,690.06	0	60,690	60,690
						60,690.06	0	60,690	60,690
007 Total	Parks & Recreation Total					60,978.89	0	60,979	60,979
008	Police Administration	0111	Travel	3510	Contractual Services	1,531.90	0	1,532	1,532
008	Police Administration	0111	Training, Registration Fees, Etc	3530	Contractual Services	5,400.00	0	5,400	5,400
					Contractual Services Total	6,931.90	0	6,932	6,932
						6,931.90	0	6,932	6,932
008 Total	Police Administration Total					6,931.90	0	6,932	6,932
009	Fire Prevention	0119	Travel	3510	Contractual Services	1,690.10	0	1,691	1,691
009	Fire Prevention	0119	Training, Registration Fees, Etc	3530	Contractual Services	370.00	0	370	370
					Contractual Services Total	2,060.10	0	2,061	2,061
						2,060.10	0	2,061	2,061
009 Total	Fire Prevention Total					2,060.10	0	2,061	2,061
070	Midland Police Department	0110	Minor Equipment, Instr. Tools	2120	Supplies	15,364.00	0	15,364	15,364
070	Midland Police Department	0110	Computer Software & Supplies	2160	Supplies	7,063.50	0	7,063	7,063
					Supplies Total	22,426.50	0	22,427	22,427
					Capital - Equipment	(10.00)	0	0	0
070	Midland Police Department	0110	Communication/Video Equipment	8481	Capital - Equipment Total	(10.00)	0	0	0
						22,416.50	0	22,427	22,427
070 Total	Midland Police Department Total					22,416.50	0	22,427	22,427
087	Nondepartmental	0150	Interest Expense	6420	Miscellaneous	12,063.68	0	12,064	12,064
					Miscellaneous Total	12,063.68	0	12,064	12,064
						12,063.68	0	12,064	12,064
087 Total	Nondepartmental Total					12,063.68	0	12,064	12,064
090	Nondept - Hotel/Motel Tax Fund	0690	Insurance-External	3110	Contractual Services	3,460.34	3,517	(47)	3,470
090	Nondept - Hotel/Motel Tax Fund	0690	Gen Liability Self-Insurance	3112	Contractual Services	8,463.96	8,464	6	8,470
090	Nondept - Hotel/Motel Tax Fund	0690	External Audit Fees	3440	Contractual Services	1,572.33	1,750	(170)	1,580
090	Nondept - Hotel/Motel Tax Fund	0690	Consulting Fees	3450	Contractual Services	22,000.00	0	22,010	22,010
					Contractual Services Total	35,496.63	13,731	21,799	35,530
090	Nondept - Hotel/Motel Tax Fund	0690	Conven Bureau - Chmbr Of Comrc	6130	Miscellaneous	902,529.64	951,000	(48,460)	902,540
090	Nondept - Hotel/Motel Tax Fund	0690	Hispanic Chamber - Cvb	6167	Miscellaneous	15,000.00	15,000	0	15,000
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Arts Assembly	6170	Miscellaneous	105,000.00	105,000	0	105,000
090	Nondept - Hotel/Motel Tax Fund	0690	Museum Of The Southwest	6173	Miscellaneous	0.00	15,000	(15,000)	0
090	Nondept - Hotel/Motel Tax Fund	0690	Commemorative Air Force	6177	Miscellaneous	50,000.00	50,000	0	50,000
090	Nondept - Hotel/Motel Tax Fund	0690	City Of Midland Swim Team	6178	Miscellaneous	22,000.00	22,000	0	22,000
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Community Theater	6179	Miscellaneous	25,000.00	25,000	0	25,000
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Soccer Association	6180	Miscellaneous	0.00	13,000	(13,000)	0
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Rockhounds	6186	Miscellaneous	0.00	17,000	(17,000)	0
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Softball Association	6187	Miscellaneous	69,100.00	69,100	0	69,100
090	Nondept - Hotel/Motel Tax Fund	0690	Promising Projects	6189	Miscellaneous	25,000.00	25,000	0	25,000
090	Nondept - Hotel/Motel Tax Fund	0690	Petroleum Museum	6191	Miscellaneous	13,000.00	13,000	0	13,000
090	Nondept - Hotel/Motel Tax Fund	0690	Rock The Desert	6195	Miscellaneous	50,000.00	50,000	0	50,000
090	Nondept - Hotel/Motel Tax Fund	0690	Pres G W Bush Home	6197	Miscellaneous	5,000.00	5,000	0	5,000
090	Nondept - Hotel/Motel Tax Fund	0690	General Fund Services	6202	Miscellaneous	25,690.96	25,690	10	25,610
090	Nondept - Hotel/Motel Tax Fund	0690	Miscellaneous	6990	Miscellaneous	3,931.90	12,000	(8,060)	3,940
					Miscellaneous Total	1,311,161.50	1,412,700	(101,510)	1,311,190
						1,346,658.13	1,426,431	(79,711)	1,346,720
090	Midland Center/Centennial Piza	0691	Light & Power	3030	Contractual Services	36,596.23	50,000	(13,380)	36,610
090	Midland Center/Centennial Piza	0691	Water	3040	Contractual Services	3,925.81	5,000	(1,060)	3,940
090	Midland Center/Centennial Piza	0691	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	1,045.50	1,772	(712)	1,060
090	Midland Center/Centennial Piza	0691	Maintenance Of Hvac Equipment	3375	Contractual Services	637.20	7,646	(6,986)	650
					Contractual Services Total	42,204.74	64,418	(22,159)	42,260

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
090	Midland Center/Centennial Piza	0691	Buildings & Grounds	4010	Maintenance Of Structures	166.55	7,000	(6,820)	180
090	Midland Center/Centennial Piza	0691	Midland Center	6120	Maintenance Of Structures Total	166.55	7,000	(6,820)	180
090	Midland Center/Centennial Piza	0691	Buildings	7020	Miscellaneous	445,426.32	556,000	(110,560)	445,440
090	Midland Center/Centennial Piza	0691	Buildings	7020	Miscellaneous Total	445,426.32	556,000	(110,560)	445,440
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Land & Improvements	0.00	50,000	(50,000)	0
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Land & Improvements T	0.00	50,000	(50,000)	0
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment	14,704.56	0	14,710	14,710
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment Total	14,704.56	0	14,710	14,710
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment	502,502.17	677,418	(174,828)	502,590
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment Total	502,502.17	677,418	(174,828)	502,590
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment Total	1,849,160.30	2,103,849	(254,539)	1,849,310
092	Municipal Court	0010	Minor Computer Hdwre & Perph	2155	Supplies	4,616.96	0	4,630	4,630
092	Municipal Court	0010	Minor Computer Hdwre & Perph	2155	Supplies Total	4,616.96	0	4,630	4,630
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment	46,733.90	0	46,740	46,740
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment Total	46,733.90	0	46,740	46,740
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment	51,350.86	0	51,370	51,370
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment Total	51,350.86	0	51,370	51,370
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment	51,350.86	0	51,370	51,370
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment Total	51,350.86	0	51,370	51,370



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: TINA JAUZ/COMMUNITY SERVICES DIRECTOR

SUBJECT: HOTEL/MOTEL FUNDING

Purpose:

To provide the Midland Chamber of Commerce CVB additional funds to promote tourism in Midland.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

\$25,000 from the Hotel/Motel Unappropriated Fund Balance.

Discussion:

During the FY2011-2012 budget process, the City Council approved funding for the Midland Chamber of Commerce. During the past few months, the City of Midland has been working in partnership with the Midland CVB in bringing a Fourth of July event back to downtown. A committee of citizens is overseeing the planning which will consist of a morning run, children's parade, and an evening family friendly event featuring music and a fireworks display. The overall budget for the event is estimated at \$100,000. Half that amount is estimated to be funded through sponsorships, the other half through contributions by the city and Midland County.

The fireworks display is anticipated to be last approximately 20 minutes and be choreographed to music. The event will take place on July 4, 2012.

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL MUNICIPAL BUDGET FOR FISCAL YEAR 2011-2012 IN ORDER TO PROVIDE ADDITIONAL FUNDS TO THE MIDLAND CHAMBER OF COMMERCE FOR A FOURTH OF JULY EVENT IN DOWNTOWN MIDLAND; THE ADDITIONAL FUNDING PROVIDED WILL HELP PROMOTE TOURISM IN THE CITY OF MIDLAND

WHEREAS, the City Council approved funding for the Midland Chamber of Commerce during the fiscal year 2011-2012 budget process in the amount of \$1,013,000.00, and due to the City of Midland working in partnership with the Midland Convention and Visitors Bureau to bring a Fourth of July event back to downtown Midland, there is an additional request of \$25,000.00 for this fiscal year; and

WHEREAS, funds in the amount of \$25,000.00 to the Midland Chamber of Commerce for a Fourth of July event in downtown Midland will allow for the promotion of tourism in the City of Midland; and

WHEREAS, the additional funding provided which is not spent by the Midland Chamber of Commerce will revert back to the Hotel/Motel Fund at the end of this fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the official municipal budget for fiscal year 2011-2012 in order to provide additional funding to the Midland Chamber of Commerce, as necessary to meet unforeseen conditions which could not by reasonably diligent thought and attention have been included in the original budget for the 2011-2012 fiscal year;

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

THAT in accordance with Texas Local Government Code Section 102.009, the official municipal budget for fiscal year 2011-2012 as approved by Ordinance No. 8930 is hereby amended by appropriating \$25,000.00 from the Hotel/Motel (090) Unappropriated Fund Balance (5650) to Hotel/Motel Fund (090) Administration (005) Hotel/Motel (0690)

Miscellaneous (6990) budget account.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; 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., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Sylvester Cantu Community Development Administrator

SUBJECT: Schedule for 2012/13 CDBG Program

Purpose:

Presentation of schedule for 2012/2013 Community Development Block Grant Program Funding Cycle.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Direction/Informational

Fiscal Impact:

There is no fiscal impact to the City. All costs associated with acceptance and allocation of CDBG funds will be addressed using existing City resources.

Discussion:

The U.S. Department of Housing and Urban Development (HUD) has informed the City that the 2012/2013 Community Development Block Grant (CDBG) allocation will be \$699,035. The current grant amount is \$830,012. Nonetheless, it is necessary to proceed with a schedule in order to complete the various steps in the upcoming application process. I have prepared the attached schedule with input from the Council CDBG Committee. Please mark your calendars for the evening public hearings.

ATTACHMENT
Schedule for 2012/2013 CDBG Funding Cycle

**SCHEDULE for 2012 CDBG APPLICATION CYCLE
and 2012/2013 ACTION PLAN**

DESCRIPTION OF EVENT	DATE	*
Inform Public of Schedule.	Early February 2012	
Application Training to Prospective Applicants.	As needed	
Community Meeting. Meeting Starts at 7:00 pm. at Casa de Amigos.	March 8, 2012	
Community Development Week	April 9 -14	
Project Application and Proposals Deadline.	April 12, 2012	
Public Hearing #1 (City Hall) – Discuss Housing and Community Development Needs. Review Past Performance. Present CDBG Proposals.	May 8, 2012 7:00 p.m.	
CDBG Committee Meeting. Develops recommendation on fund distribution	To be determined	
Public Hearing #2 (City Hall) – Review Draft Action Plan and Projects Selected on a Preliminary Basis.	June 12, 2012 7:00 p.m.	
Publish Draft Plan for a 30-Day Review and Comment Period	Mid-June through Mid-July 2012	
Final Approval (City Hall) – Council Approves 2011/12 Action Plan.	July 24, 2012	
Submit Action Plan to HUD.	By August 15, 2012	
Conduct Environmental Reviews and Provide Training to New Subrecipients.	As needed	
Receive Grant Agreement from HUD and Begin Projects that are Authorized by Individual Contracts.	October 1, 2012	

*** for dual internal check off.**

Prepared 02/03/12

City of Midland
City Secretary's Office
Interoffice Memorandum

Date: February 9, 2012
To: The Honorable Mayor Perry and Council
From: Amy M. Turner, City Secretary
Subject: Membership - Boards and Commissions

Attached is an updated membership listing for the City's Boards and Commissions effective February 14, 2012. Remaining expirations and vacancies are listed below:

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS –Two terms expired on September 30, 2011 and two vacancies for Alternate terms expired on September 30, 2007.

HOTEL/MOTEL TAX ADVISORY BOARD – One vacancy expiring on September 30, 2013.

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION – Two terms expired in November 2011.

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION – Three vacancies expired on January 1, 2007, one term expired on January 1, 2009, two terms expired on January 1, 2010 and one term expired on January 1, 2012.

MIDLAND HOUSING FINANCE CORPORATION –One vacancy expired on September 30, 2010 and two terms expired on September 30, 2011.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD – One vacancy.

PARKS AND RECREATION COMMISSION –One term expired on September 30, 2011.

PERMIAN BASIN AIRPORT BOARD – Two terms expired on September 30, 2010 (Carlsbad and Hobbs New Mexico) and three terms expired on September 30, 2011.

PLANING AND ZONING COMMISSION – One term expired on September 30, 2011.

TAX INCREMENT REINVESTMENT ZONE BOARD – One term expired on March 20, 2009 (one College representative), seven terms expired on March 20, 2010 and two terms expired March 20, 2011. (Four City representatives, two Hospital representatives, two County representatives and one College representative.)

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT-
Two terms expired on September 30, 2011, one vacancy for Alternate term expired on September 30, 2006 and one vacancy for Alternate term expired September 30, 2009.

Should you have any questions, please call me on 685-7432.

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

February 14, 2012

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

(Membership-10; Terms - 3 Years expiring 3-3-4.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ronald Schwisow	09/06	Sept 30 2012	Sept 30 2012
Herbert Blankinship	09/06	Sept 30 2012	Sept 30 2012
Jerry Walton	11/09	Sept 30 2012	Sept 30 2015
Mike Owen	10/07	Sept 30 2013	Sept 30 2013
Gregory F. Baiano	09/10	Sept 30 2013	Sept 30 2016
John T. Echols	09/10	Sept 30 2013	Sept 30 2016
Dallas L. Smith	09/10	Sept 30 2013	Sept 30 2016
Earl Erdmann, Chairman	09/08	Sept 30 2014	Sept 30 2014
Brooks Smith	11/11	Sept 30 2014	Sept 30 2017
Don "Woody" Woodward	11/11	Sept 30 2014	Sept 30 2017

Ex-Officio members are Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)

(Membership - 6; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Dr. Tom Green (Veterinarian)	10/07*	Sept 30 2013	Sept 30 2017
Kelly Spencer	09/09	Sept 30 2013	Sept 30 2017
Laura Hollifield	09/08*	Sept 30 2013	Sept 30 2017
Justin Petty	04/07*	Sept 30 2013	Sept 30 2017
Tony Carrillo	09/09	Sept 30 2013	Sept 30 2017
Paul O'Neill	09/09	Sept 30 2013	Sept 30 2017

BUILDING CODES REVIEW COMMITTEE

(Membership – 9; Terms – 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
James Rigger	12/09	Dec 31 2013	Dec 31 2013
Chris Repman	12/09	Dec 31 2013	Dec 31 2013
John Cooper	12/09	Dec 31 2013	Dec 31 2013
Bill Routh	12/09	Dec 31 2013	Dec 31 2013
Tom Woodruff	12/09	Dec 31 2013	Dec 31 2013
Ron Ainsworth	12/09	Dec 31 2013	Dec 31 2013
Walter Pate	12/09	Dec 31 2013	Dec 31 2013
Robert Harrington	12/09	Dec 31 2013	Dec 31 2013
Jerry Morales	12/09	Dec 31 2013	Dec 31 2013

*

Indicates appointment to an unexpired term.

CITY DEVELOPMENT ADVISORY COMMITTEE

(Advisory)

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vicky Hailey	09/10	Sept 30 2012	Sept 30 2014
Reggie Lawrence	09/10	Sept 30 2012	Sept 30 2014
Lena Margita	10/09	Sept 30 2013	Sept 30 2013
Alonda Massey`	11/11	Sept 30 2013	Sept 30 2015
Tim Bryson	11/11	Sept 30 2013	Sept 30 2015

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

(Decision Making)

(Membership - 7; Terms - 4 Years expiring 2-2-2-1)

To sunset December 31, 2011

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Joe Molina, Jr.	09/03	Sept 30 2011	Sept 30 2011
James W. Rigger (Architect)	09/99	Sept 30 2011	Sept 30 2011
Don Woodward (At Large)	11/11*	Sept 30 2012	Sept 30 2020
Richard D. Dunham	10/05	Sept 30 2013	Sept 30 2013
Greg Turner	03/11*	Sept 30 2013	Sept 30 2021
Chris Repman	10/07*	Sept 30 2014	Sept 30 2018
Jay K. Bradford	09/10	Sept 30 2014	Sept 30 2018

ALTERNATES:

Vacancy	Sept 30 2007
Vacancy	Sept 30 2007

HOTEL/MOTEL TAX ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy – (Alice Church)	4/11*	Sept 30 2013	Sept 30 2015
Tyler Wolfe	04/11*	Sept 30 2012	Sept 30 2012
Jon S. Blair	02/09*	Sept 30 2012	Sept 30 2014
David Baur	09/10	Sept 30 2013	Sept 30 2014
Lisa Grissom	9/09	Sept 30 2013	Sept 30 2013
Steve Jones	02/09*	Sept 30 2013	Sept 30 2013
Alex Singh-Hotel/Motel Assn. Rep.	09/09	Dec 31 2013	Assn. Appt.
Vicky Hailey (Liaison Officer)			

* Indicates appointment to an unexpired term.

HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Rosie Gransberry	06/08*	Oct 2012	Oct 2012
Norma Duran	11/08*	Oct 2012	Oct 2014
Gregory Maes	11/11	Oct 2013	Oct 2015
Carla Repman, Vice Chairman	09/09	Oct 2013	Oct 2013
James A. Blischke	01/10	Oct 2013	Oct 2013

ALTERNATES:

Dennis Bade	11/11	Oct 2013	Oct 2015
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JOINT ECONOMIC DEVELOPMENT TASK FORCE

(Ad Hoc)

	<u>Appt. Date</u>
(Midland)	
Wes Perry	01/08
LuAnn Morgan	12/00
Keith Stretcher	12/00
Tommy Hudson	08/07
John Breier	01/04
(Odessa)	
Larry Melton	08/01
Jim Morris	11/00
Richard Morton	01/02
Joel Roberts	11/00
Neil McDonald	11/00

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	<u>Appt. Date</u>
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh "Andy" Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

- **Indicates appointment to an unexpired term.**

MIDLAND CENTER ADVISORY BOARD

(Advisory & Decision Making)

(Membership - 9; Terms - 3 Years expiring 3-2-2.)

		<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Brent Blackburn	(City)	09/09*	Sept 30 2013	Sept 30 2016
Charles Spence	(CC)	11/07	Sept 30 2013	N/A
Lorri Lyon West	(City)	09/10	Sept 30 2013	Sept 30 2016
Patricia S. Blackwell	(City)	10/07*	Sept 30 2014	Sept 30 2014
Paula Mitchell	(City)	09/08	Sept 30 2014	Sept 30 2014
Greg Turner	(CC)	12/11	Sept 30 2014	N/A
Ttracy Bacon	(CC)	12/11	Sept 30 2014	N/A
Jerry Morales (Liaison Officer)				

Ex-Officio members are the City Manager and Executive Director of the Chamber of Commerce.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.

City Nominates/Cast Vote for one Director

(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Fred Poe	12/95	Dec 31 2011

MIDLAND DEVELOPMENT CORPORATION

(Membership - 5; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Michael Trost	02/11*	Jan 14 2013	Jan 14 2019
Cary J. Love	12/09	Jan 14 2013	Jan 14 2016
Gary Douglas	11/11*	Jan 14 2013	Jan 14 2019
Laura Roman	01/08	Jan 14 2014	Jan 14 2014
Robert Rendall, Chairman	01/09*	Jan 14 2014	Jan 14 2017

- Indicates appointment to an unexpired term.

**MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX
DEVELOPMENT CORPORATION**

(Decision Making)

Membership - 7; Terms - 2 Years)

	<u>Appt Date</u>	<u>Eligibility Term Expires</u>	<u>Expires</u>
Ken Marks, Vice President	10/07	Nov 2011	Nov 2011
James G. Smith	12/07	Nov 2011	Nov 2011
Mike Thompson	11/11	Nov 2013	Nov 2015
Tim Bryson	11/11	Nov 2013	Nov 2015
Wesley D. Bownds	02/09*	Nov 2013	Nov 2013
John James	08/08*	Nov 2013	Nov 2013
Rick Davis (MISD Resp.)	10/10*	Nov 2013	Nov 2015

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Curt Kamradt	11/05*	Jan 1 2012	Jan 1 2012

MIDLAND HOUSING FINANCE CORPORATION

(Decision Making)

(Membership - 5; Terms - 2 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy - (Damon L. Blakeley)	07/07*	Sept 30 2010	
Adrienne Valencia	10/07	Sept 30 2011	Sept 30 2011
Melissa Wicker	10/07	Sept 30 2011	Sept 30 2011
Jerry Morales (Liaison Officer)	10/08	Sept 30 2012	Sept 30 2012
Nathan Miller	11/11*	Sept 30 2012	Sept 30 2016

- Indicates appointment to an unexpired term.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

Appt. Date**Vacancy**

Richard Hatchett	11/08
W. L. "Scooter" Brown	09/04
Ken Burgess	09/04
Jim Hightower	11/08
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership - 6; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Willie Barber	09/08	Sept 30 2012	Sept 30 2012
Raymond McCarthy	09/08	Sept 30 2012	Sept 30 2012
Michael Trost	09/08	Sept 30 2012	Sept 30 2012
John H. James	09/09	Sept 30 2013	Sept 30 2013
Karen York	06/09*	Sept 30 2013	Sept 30 2013
Guy McKenize	03/11*	Sept 30 2013	Sept 30 2015

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Richard D. Dunham (Realtor/Petro Eng.)	01/10	Sept 30 2013	Sept 30 2016
D. Patrick Darden (Petroleum Eng.)	02/10	Sept 30 2012	Sept 30 2015
Don Eubank (Drilling Eng.)	04/10	Sept 30 2012	Sept 30 2015
Paul Brown	11/11	Sept 30 2014	Sept 30 2017
David Rosen	11/11	Sept 30 2014	Sept 30 2017

*

Indicates appointment to an unexpired term.

PARKS AND RECREATION COMMISSION

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Berry Simpson	09/10*	Sept 30 2011	Sept 30 2017
Amanda McCann	11/11*	Sept 30 2012	Sept 30 2018
David Ham	09/06	Sept 30 2012	Sept 30 2012
Charles A. Spence	01/10*	Sept 30 2013	Sept 30 2016
Susan Nichols	02/06*	Sept 30 2013	Sept 30 2013
Eric L. West	10/07	Sept 30 2013	Sept 30 2013
Richard J. McGrath	09/10	Sept 30 2013	Sept 30 2016
P. Lourcey Sams	09/08	Sept 30 2014	Sept 30 2014
Tina Corbett	09/08	Sept 30 2014	Sept 30 2014

PERMIAN BASIN AIRPORT BOARD

(Advisory)

(Membership - 30; Terms - 1 year.)

	<u>Appt. Date</u>	<u>Term Expires</u>
10 Members of the Airport Planning and Development Board		
Bob Forrest (Carlsbad, NM)	10/04	Sept 30 2010
Larry Shed (Hobbs, NM)	10/01	Sept 30 2010
Larry Gill (Abilene)	10/10	Sept 30 2011
Isabelle Blanchard (Pecos)	10/10	Sept 30 2011
David Harrell (Snyder)	10/07	Sept 30 2011
Elvin Brownlee III (Andrews)	12/10*	Sept 30 2012
Jim Little (Big Spring)	09/03	Sept 30 2012
David Hardwick (Ft. Stockton)	10/07	Sept 30 2012
Don Bethel (Lamesa)	02/91	Sept 30 2012
Henry Cutbirth (Monahans)	09/05	Sept 30 2012
Willie Taylor (Odessa)	02/00	Sept 30 2012
Gloria Pena (Odessa)	03/03*	Sept 30 2012
Barbara Graff (Odessa)	06/10*	Sept 30 2012
Luis E. Elguezabal (San Angelo)	10/07	Sept 30 2012
Lex Hinds (Seminole)	10/08	Sept 30 2012
Glenn Wortham (Sweetwater)	10/07	Sept 30 2012
Lance Goodrich (Artesia, NM)	09/09	Sept 30 2012
Larry Fry (Roswell, NM)	09/00	Sept 30 2012

Ex-Officio members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

*

Indicates appointment to an unexpired term.

**PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH
AND MENTAL RETARDATION**

(Decision Making)

(Membership - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Janet R. Pritchett (City)	05/09*	June 2012	June 2014
Larry Edgerton	07/10*	June 2013	June 2015

PERSONNEL BOARD OF APPEALS

(Decision Making)

(Membership - 3; No designated terms.)

	<u>Appt. Date</u>
John James	03/08
Hugh A. "Andy" Shaffer	09/05
Michael Trost	01/10

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)

(Membership - 9; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Becky Ferguson, Chairman	03/04*	Sept 30 2011	Sept 30 2011
Kevin Wilton	09/08*	Sept 30 2012	Sept 30 2015
Bill Woodruff	02/05*	Sept 30 2012	Sept 30 2012
Royce Watkins	02/08*	Sept 30 2012	Sept 30 2015
Karen York	01/10*	Sept 30 2012	Sept 30 2018
Jane Wolf	03/09*	Sept 30 2013	Sept 30 2016
Cindy Lanning	09/10	Sept 30 2013	Sept 30 2016
Jay Norris	11/11	Sept 30 2014	Sept 30 2017
Galen Gatten, Vice Chairman	09/08	Sept 30 2014	Sept 30 2014

ALTERNATES:

Tony Carrillo	11/11	Sept 30 2014	Sept 30 2017
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- Indicates appointment to an unexpired term.

TAX INCREMENT REINVESTMENT ZONE BOARD

(Decision Making)

(Membership - 12; Terms - 2 Years, or 3 Years if appointed after 3/1/07)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Neil Florer (College)	07/01	Mar 20 2009	Mar 20 2009
Dan Rush (City)	07/01	Mar 20 2010	Mar 20 2010
Mark T. Wellen (City), Vice Chairman	07/01	Mar 20 2010	Mar 20 2010
Jay Reynolds (Hospital)	03/02	Mar 20 2010	Mar 20 2010
Ralph Way (College)	07/01	Mar 20 2010	Mar 20 2010
Jimmy Davis (Hospital)	03/07	Mar 20 2010	Mar 20 2013
Randy Prude (County)	03/07	Mar 20 2010	Mar 20 2013
Judge Mike Bradford (County)	01/07*	Mar 20 2010	Mar 20 2014
C. Mark Wheeler (City), Treasurer	04/08	Mar 20 2011	Mar 20 2014
Bob Lanier (City), Secretary	04/03	Mar 20 2011	Mar 20 2011
Brent Kennedy (City)	06/09	Mar 20 2012	Mar 20 2015
John L. Kennedy (City)	10/09*	Mar 20 2012	Mar 20 2018

Ex-Officio member is President, Board of Trustees, Midland Independent School District

ZONING BOARD OF ADJUSTMENT**AND****AIRPORT ZONING BOARD OF ADJUSTMENT**

(Decision Making)

(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Trudi Edwards	10/07	Sept 30 2011	Sept 30 2011
Manny Ribera	10/07	Sept 30 2011	Sept 30 2011
Todd Byars	02/08*	Sept 30 2012	Sept 30 2014
Ken Morgan	01/10*	Sept 30 2012	Sept 30 2014
Carla Repman	01/10*	Sept 30 2013	Sept 30 2015

ALTERNATES: (not applicable to Airport Zoning)

Vacancy		Sept 30 2006	
Vacancy		Sept 30 2009	
Annabel Holguin	11/11	Sept 30 2013	Sept 30 2015
Greg Turner	11/11	Sept 30 2013	Sept 30 2015

* Indicates appointment to an unexpired term.



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: _____

Address: _____

(City)

(State)

(Zip)

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ____ years.

Professional and/or Community Activities:

What is your personal vision for the City?

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:

Please tell us why you are interested in serving on this board or commission.

Date: _____

Phone: _____ (Home)

_____ (Business)

Email: _____

Are you a graduate of Midland 101? ____yes ____no

Occupation: _____

What contribution would you most like to make?

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

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**

Mary Pena

From: Amy Turner
Sent: Tuesday, January 31, 2012 12:00 PM
To: Mary Pena
Subject: FW: Hotel/Motel Tax Advisory Committee

From: Church, Alice (US) [mailto:Alice.Church@am.jll.com]
Sent: Tuesday, January 31, 2012 11:05 AM
To: Amy Turner
Subject: FW: Hotel/Motel Tax Advisory Committee

Amy, I have relocated to Abilene and won't be able to serve on this committee. Will you please pass this on to the appropriate person? Thank you.

Alice Church, CSM
General Manager
Mall of Abilene
Jones Lang LaSalle
tel +1 325 698 4351 x 104 mobile +1 479 466 1915
fax +1 325 698 4171
alice.church@am.jll.com
www.jllretail.com
www.mallofabilene.com

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DATE: February 6, 2012

TO: The Honorable Mayor and City Council Members

FROM: Keith Stretcher, City Attorney

SUBJECT: Two recent Texas Supreme Court decisions regarding the authority of cities to remove dilapidated structures

On January 27, 2012, the Texas Supreme Court issued two opinions which were styled Jayanti Patel v. City of Everman, Case No. 09-0506, and City of Dallas v. Heather Stewart, Case No. 09-0257.

These opinions discussed a municipality's authority to remove dilapidated structures. We have placed this item on your agenda so that we may discuss these opinions with you in more detail and how they will impact the City of Midland.

If you have any questions or if I may be of any assistance, do not hesitate to contact me.

Keith Stretcher

KS/lo



DATE: February 1, 2012

To: The Honorable Mayor and City Council Members

FROM: Keith Stretcher, City Attorney

SUBJECT: Eminent Domain

Senate Bill 18, passed during the regular session of the 82nd Texas Legislature, requires municipalities to file a form with the Texas Comptroller of Public Accounts identifying each statute that grants a municipality eminent domain authority. The failure to file the form may cause the City to lose its authority to use eminent domain.

Senate Bill 18 modified the procedures a city uses to acquire property through the power of eminent domain. Section 2 of S.B. 18 creates a new Subchapter C in Chapter 2206 of the Texas Government Code. Section 2206.101(b) provides that:

Not later than December 31, 2012, an entity, including a private entity, authorized by the state by a general or special law to exercise the power of eminent domain shall submit to the comptroller a letter stating that the entity is authorized by the state to exercise the power of eminent domain and identifying each provision of law that grants the entity that authority.

The comptroller has prepared a form for each city to complete. I have attached the appropriate form to the proposed resolution. Below is a comprehensive list of statutes and codes that I think grants the City of Midland eminent domain authority. These statutes and codes must be cited on the form.

Citation	Title
Tex. Loc. Gov't Code §251.001	Right of Eminent Domain
Tex. Loc. Gov't Code §214.136	Condemnation of Property
Tex. Loc. Gov't Code §273.001	Acquisition of Property; Exercise of Police Power
Tex. Loc. Gov't Code §331.001	General Authority
Tex. Loc. Gov't Code §331.003	Eminent Domain
Tex. Loc. Gov't Code §374.015	General Municipal Powers Relating to Urban Renewal

Tex. Transportation Code §224.002	Acquisition by County or Municipality Generally
Tex. Transportation Code §311.032	Establishment of Freeway
Tex. Water Code §11.033	Eminent Domain
Tex. Loc. Gov't Code §280.001	Land for Use of United States
Tex. Loc. Gov't Code §392.056	Acquisition, Use, and Disposition of Real and Personal Property
Tex. Transportation Code §22.011	General Powers Regarding Airports & Air Navigation Facilities
Tex. CONST. Art. XI, §5	Adoption or amendment of home rule charter
Tex. Gov't Code §1506.060	Eminent Domain
Tex. Transp. Code §311.092	Assessment for Opening, Extending, or Widening of Street or Alley in Home-Rule Municipality
Tex. Loc. Gov't Code §552.002	Certain Public Services & Utility Systems in Home-Rule Municipality
Tex. Loc. Gov't Code §374.016	Slum Clearance
Tex. Property Code Chapter 21	Eminent Domain
Tex. Transp. Code §311.033	Acquisition of Land
Tex. Tax Code §311.008	Powers of Municipality or County
Tex. Natural Resources Code §221.021	Actions to Establish or Maintain Mitigation Bank
Tex. Transportation Code §314.011	Acquisition of Property for Highway Improvements by Municipality
Tex. Gov't Code §2206.001	Limitation on Eminent Domain For Private Parties or Economic Development Purposes
Tex. Loc. Gov't Code §214.135	Condemnation of Easements and Interests; Assessments
Tex. Loc Gov't Code §241.903	Acquisition of Air Rights or Other Property
Tex. Gov't Code §1506.060	Eminent Domain (for parking garage or facility)
Tex. Local Gov't Code §552.011	Use of Eminent Domain Power
Tex. Transportation Code §317.007	Eminent Domain
Tex. Local Gov't Code §504.106	Type A Corporation
Tex. Local Gov't Code §505.105	Type B Corporation

If you have any questions or if I may be of any assistance, do not hesitate to contact me.

Keith Stretcher

KS/lo

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A FORM PREPARED BY THE TEXAS
COMPTROLLER REGARDING SENATE BILL NO. 18
ENACTED BY THE 82ND TEXAS LEGISLATURE; AND
SENATE BILL NO. 18 AFFECTS ALL ENTITIES
AUTHORIZED TO EXERCISE THE POWER OF
EMINENT DOMAIN IN TEXAS**

WHEREAS, cities are required to file with the Texas Comptroller appropriate documents regarding the power of eminent domain;

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

THAT the City Manager is hereby authorized and directed to execute the form attached hereto and marked as Exhibit “A” and submit the form to the Texas Comptroller.

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., 2012, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



Required Documentation of Eminent Domain Authority in Texas

What action must be taken: Per Senate Bill 18 enacted by the 82nd Legislature, all public and private entities authorized to exercise the power of eminent domain in Texas are **required to submit a letter to the Comptroller of Public Accounts detailing their legal authority to exercise this power. The letter must be sent by certified, return receipt mail not later than December 31, 2012.** (Per the bill, the authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the letter has been submitted by the deadline.)

About this form: This form is designed to guide entities in submitting the required information on eminent domain authority. Once the fields have been completed, the form can be printed and mailed via certified, return receipt to the address provided to meet the requirements of the bill.

Entity Information

1. Full, legal name of entity: _____
2. Alternate name of entity (if any): _____
3. Primary address: Street or P.O. Box _____
City, State, Zip Code _____
4. Primary phone number (with area code): _____
5. Entity contact: First name _____ Last name _____
Phone number (with area code): _____ E-mail address: _____
6. Alternate contact: First name _____ Last name _____
Phone number (with area code): _____ E-mail address: _____

Eminent Domain Authority

7. Does your entity have eminent domain authority in Texas? ☐ Yes ☐ No
8. If "yes" to question 7, please identify all of the applicable provisions of state law that grant eminent domain authority to this entity. Please cite as Title of Code or Article, Section Number/Name (for example, Texas Government Code, Section 43.136 or Article 7849, Auxiliary Water Laws).

9. Please indicate the first year in which this entity exercised eminent domain authority (if known): _____

DISCLAIMER: Chapter 2206, Subchapter C, Government Code (as added by Senate Bill 18, 82nd Regular Session) requires the Comptroller of Public Account to collect information and report to the Legislature all entities in the state of Texas that have the authority to exercise the power of eminent domain. Entities that provide information to the Comptroller represent and warrant that the information is accurate and complete to the best of their knowledge. **Entities that provide information acknowledge that it is their responsibility to submit a letter by certified mail, return receipt requested to the Comptroller's office, indicating that the Entity is authorized to exercise eminent domain authority and to identify each law that grants such authority.** The Entity further acknowledges that the Comptroller's office is not responsible to submit said letter, nor is it responsible for the Entity's failure to submit said letter as required by law, and that such failure may cause the entity's power of eminent domain to expire on September 1, 2013. The Entity also acknowledges that the Comptroller of Public Accounts is a state agency subject to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, and that the information submitted to this office may be subject to disclosure to the public under Section 552.101, et seq., of the Code.

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address on this form or sb18compliance@cpa.state.tx.us.

By signing, I agree that the information is true and correct.

Mail this form via **certified mail** to:

COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 13942
Austin, Texas 78711

sign
here

Signature

Date

Print Name/Title

Phone (area code and number)

For questions or additional information, please e-mail: sb18compliance@cpa.state.tx.us or go to: www.window.texas.gov/sb18compliance