

CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
February 26, 2013 - 9:00 AM
Basement Conference Room
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. Discussion regarding City's Water Conservation Plan.
2. Presentation of the 2012 Midland Police Department Traffic Contact report by Dr. Alex del Carmen of Del Carmen Consulting, LLC.

AGENDA FOR CITY COUNCIL MEETING
February 26, 2013 – 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 Doug Lamb, Fannin Terrace Baptist Church
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Presentation to the Midland Police Department for earning their 7th Accreditation Award from the Commission on Accreditation for Law Enforcement Agencies, Inc.

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 Meeting of February 12, 2013.
6. Consider a resolution providing for the redemption of the outstanding City of Midland, Texas, Waterworks and Sewer System Junior Lien Revenue Bonds, Series 1999; and resolving other matters incident and related to the redemption of such bonds. (FINANCE) (2013 - 062)

7. Consider a resolution rescinding Resolution Number 2013-016 awarding a bid to Waldrop Construction, for the construction of a new maintenance building addition, new storage building and soil storage bins at the Scharbauer Sports Complex; and approving plans and specifications; and authorizing the re-advertisement of bids. (GENERAL SERVICES) (2013 - 063)
8. Consider a resolution awarding a contract for the construction of the Lamesa Road Traffic Signal Improvements Project to Willis Electric Company, LP, of Abilene, Texas, at a total cost of \$335,310.00; and appropriating funds; and a ten percent contingency. (GENERAL SERVICES) (2013 - 064)
9. Consider a resolution awarding a contract for the construction of the Lamesa Road Pedestrian Access Project to Entrench, Incorporated, at a total cost of \$795,268.00; and a fifteen percent contingency. (GENERAL SERVICES) (2013 - 065)
10. Consider a resolution awarding a 2-year Renewable Service Contract for Dry Cleaning Services to the sole bidder, F&D Incorporated, dba Comet Cleaners and Laundry, of Midland, Texas, at a total cost of \$278,568.00. (GENERAL SERVICES) (2013 - 066)
11. Consider a resolution authorizing issuance of a Request for Qualifications for firms to provide Professional Consulting Services for a Classification and Compensation Study for the City of Midland. (GENERAL SERVICES) (2013 - 067)
12. Consider a resolution authorizing the execution of a Land Lease Agreement with Patterson Aviation, LLC for hangar development located on a 0.30 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. (AIRPORTS) (2013 - 068)
13. Consider a resolution approving a Sublease Agreement between XCOR Aerospace, Inc. and Trace Engines, L.P. regarding certain city-owned real property located in Lot 1, Block 13, Industrial Park Regional Air Terminal, Unit 12, Midland, Midland County, Texas. (CITY MANAGER'S OFFICE) (2013 - 069)
14. Consider a resolution approving the City of Midland as a sponsor for the Annual United Blood Services Bloodgusher Run to take place at the Scharbauer Sports Complex. (COMMUNITY SERVICES) (2013 - 070)
15. Consider a resolution authorizing the execution of a Right-of-Way License with Atlas Mid-Continent Pipeline Westtexas LLC for the installation, operation and maintenance of an oil and gas pipeline to be constructed across City property located in Sections 4, 9, 16 and 21, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas. (ENGINEERING SERVICES) (2013 - 071)

16. Consider a resolution authorizing the execution of an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC ("Oncor") in order for the construction of a water main along County Road 1250. (ENGINEERING SERVICES) (2013 - 072)
17. Consider a resolution authorizing the execution of a Professional Services Agreement with Dunaway Associates, LP for engineering services in connection with the extension and widening of Mockingbird Lane between Holiday Hill Road and Midland Drive; and appropriating funds therefor in the amount of \$457,355.00. (ENGINEERING SERVICES) (2013 - 073)
18. Consider a resolution authorizing the City Manager to advertise a Request for Qualifications for Professional Services for the Development of a Traffic Study; authorizing the City Manager to negotiate a Professional Services Agreement for said services; and providing that said agreement shall not become effective until approved by the City Council. (ENGINEERING SERVICES) (2013 - 074)
19. Consider a resolution approving an amendment to the Economic Development Agreement between the Midland Development Corporation and Agri-Empresa, LLC for the construction of an Intermodal Rail Facility on an 81.04-acre tract of land located in Section 11, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, as authorized by Chapter 501 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 075)
20. Consider a resolution approving an amendment to the Economic Development Agreement between the Midland Development Corporation and the City of Midland for the Market Street Paving and Water Line Extension Project, as authorized by Chapter 501 of the Texas Local Government Code. (ENGINEERING SERVICES) (2013 - 076)
21. Consider a resolution accepting additional grant funding from the Southwest Border High Intensity Drug Trafficking Areas Program in the amount of \$69,984.00; these funds will be directed to the Fiscal Year 2013 High Intensity Drug Trafficking Areas Grant Project 7107; and appropriating funds. (POLICE) (2013 - 077)
22. Presentation of the 2012 Midland Police Department Traffic Contact report by Dr. Alex del Carmen of Del Carmen Consulting, LLC (POLICE)

SECOND READINGS

23. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 4A, Block 52, Belmont Addition, Section 12, City and County of Midland, Texas, which is presently zoned LR-2, Local Retail District, to be used

as a PD, Planned District for a Shopping Center (Generally located on the north side of West Longview Avenue, approximately 790 feet east of Rankin Highway); 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. (DEVELOPMENT SERVICES) (9109)

24. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 3.54-acre tract of land out of Section 6, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas, and more specifically described in Section One hereof, which is presently zoned LR-2, Local Retail District, to be used as a PD, Planned District for a Shopping Center (Generally located between Holiday Hill Road and Spence Drive, approximately 200 feet north of Briarwood Avenue; said 3.54-acre tract is out of the north half of Lot 30, Block 5, Greathouse Addition, Section 6, but said Lot 30 has not been replatted); 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. (DEVELOPMENT SERVICES) (9110)
25. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 4.356-acre tract of land within Blocks 54 and 55 and the adjacent vacated street and alley rights-of-way, Belmont Addition, City and County of Midland, Texas, and more specifically described in Section One hereof, which is presently zoned 1F-3, One-Family Dwelling District, to be used as a PD, Planned District for a Shopping Center (Generally located on the northeast corner of Longview Avenue and Baird Street); 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. (DEVELOPMENT SERVICES) (9111)
26. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 34.79-acre tract of land out of Section 13, Block 40, T-1-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 O-1, Office District (Generally located on the west side of Holiday Hill Road, approximately 800 feet north of Sherwood Drive); 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. (DEVELOPMENT SERVICES) (9112)

27. Consider an ordinance on second reading changing the zoning use classification of Lot 19, Block 3, Baumann Heights 1st Section, City and County of Midland, Texas (Generally located on the south side of West Louisiana Avenue, approximately 630 feet east of North Midkiff Road), which is presently zoned 1F-1, One-Family Dwelling District, by permitting said property to be used under a Specific Use Permit Without Term for an accessory building to be used for living or sleeping quarters; 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. (DEVELOPMENT SERVICES) (9113)
28. Consider an ordinance on second reading making certain transfers in various funds of the 2011-2012 Fiscal Year Budget and making certain budget amendments; and ordering recordation. (FINANCE) (9115)

PUBLIC HEARINGS

29. At approximately 10:30 a.m. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 1A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas, which is presently zoned PD, Planned District for a Shopping Center, to be Used as an Amended Planned District (Generally located on the northwest corner of the intersection of Deauville Boulevard and Catalina 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. (DEVELOPMENT SERVICES) (9116)
30. At approximately 10:33 a.m. hold a public hearing and consider an ordinance changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting Lot 2A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas, which is presently zoned PD, Planned District for a Shopping Center, to be used as an Amended Planned District (Generally located on the west side of Catalina Drive, approximately 320 feet south of Andrews Highway); 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. (DEVELOPMENT SERVICES) (9117)
31. At approximately 10:36 a.m. hold a public hearing and consider an ordinance changing the zoning use classification of the property described as Lot 8A, Block 3, Westridge Park Addition, Section 8, City and County of Midland, Texas

(Generally located on the northeast corner of the intersection of Catalina Drive and Deauville Boulevard), which is presently zoned PD, Planned District for a Shopping Center, by permitting said property to be used under a Specific Use Permit with Term for the sale of all alcoholic beverages in a bar for on-premises consumption; 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. (DEVELOPMENT SERVICES) (9118)

32. At approximately 10:39 a.m. hold a public hearing and consider a resolution authorizing the execution of a Temporary Right-of-Way License Agreement with Oncor Electric Delivery Company, L.L.C., for the installation and maintenance of underground electrical power lines across the southwest portion of Windlands Park in Midland, Texas; said underground electrical power lines will link the City's Windlands Park Water Reclamation Facility to the nearest existing utility poles which are approximately eight-hundred-thirty feet (830') west of the facility . (UTILITIES) (2013 - 078)
33. At approximately 10:42 a.m. hold a public hearing and consider an ordinance changing the zoning use classification of Lot 5, Block 6, Fannin Terrace Addition, Section 3, City and County of Midland, Texas (Generally located on the south side of Shandon Avenue, approximately 180 feet east of Lanham Street), which is presently zoned 1F-1, One-Family Dwelling District, by permitting said property to be used under a Specific Use Permit Without Term for an accessory building to be used for living or sleeping quarters; 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. (DEVELOPMENT SERVICES) (9119)

MISCELLANEOUS

34. Consider a motion directing staff to begin the process of annexation for a 105-acre tract of land located in Section 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the west side of Avalon Drive, approximately 1,000 feet south of Deauville Boulevard.) (DEVELOPMENT SERVICES)
35. Presentation of the 2012 Annual Accident Report (ENGINEERING SERVICES)
36. Consider an ordinance establishing intersection stops at various locations within the City of Midland, Texas; requiring and authorizing the posting of appropriate signs at intersections; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars (\$200.00); and ordering publication. (ENGINEERING SERVICES) (9120)

37. Consider a motion making appointments to various Boards and Commissions.

EXECUTIVE SESSION

38. 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 551.072 Deliberation Regarding Real Property.
 - a.1. Discuss the purchase, exchange, lease, and value of real property described as 2.0 acres more or less, Block 055, All, Original Town, City of Midland, Midland County, Texas.

Respectfully Submitted,

Courtney B. Sharp
City Manager

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

**MIDLAND CITY COUNCIL
MINUTES
February 12, 2013**

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 February 12, 2013.

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

Council Members absent: Council Member Scott Dufford (At-Large).

Staff members present: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, Assistant City Manager Jim Nichols, City Secretary Amy Turner, Police Chief Price Robinson, Utilities Director Stuart Purvis, Downtown Development Manager Genora Young, Solid Waste Director Morris Williams, Finance Director Bob McNaughton, Assistant Code Administration Manager Ron Jenkins, Building Official Steve Thorpe, Public Information Officer Sara Higgins, Property Code Officer Lory Maxwell, Code Enforcement Officer Letty Mancha, Property Code Officer Dale Stevens, Code Enforcement Officer Luis Gonzales, Code Enforcement Officer Ponce Guerra, Code Enforcement Officer Mike Williams, Code Enforcement Supervisor Rick Arellano, and Customer Service Division Manager Tony Goyang.

1. Receive information regarding the Water and Sewer Junior Lien Revenue Bonds, Series 1999 redemption.

Finance Director Bob McNaughton reported on the Water and Sewer Junior Lien Revenue Bonds noting that the State collapsed the bond program and it is no longer a feasible debt instrument. The City has about a year to make a decision on what to do. There is enough money in various funds restricted by ordinances that could be used to pay off the debt issued without using operating funds and would result in saving \$5 million. He reported a resolution would be brought to Council at a future meeting.

2. Receive presentation regarding rebranding of Code Enforcement.

Building Official Steve Thorpe reported their intent to retool and rebrand Code Enforcement noting they want to be known as Code Compliance because they are seeking compliance rather than enforcement.

Code Enforcement Supervisor Rick Arellano reviewed the steps of code inspections with regard to violations and showed corresponding letters and cards highlighting changes being made

It was suggested that a general reminder be given to all City residents and to not focus solely on habitual offending neighborhoods.

3. Receive presentation regarding a personnel rescue/recovery vehicle for the Police Department.

Police Chief Price Robinson introduced members of his part-time tactical team noting they are well trained, have good equipment, are good leaders, and are very knowledgeable. However, the team does not have a reliable personnel delivery rescue vehicle to get someone in or out of a dangerous situation. The safest way to respond to an incident is with the use of a rescue/recovery vehicle. He shared pictures of the current and the proposed vehicle and provided statistics. He noted he would bring to Council a formal item for the purchase of the vehicle.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 9:50 a.m.

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., February 12, 2013.

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

Council Members absent: Council Member Scott Dufford (At-Large)

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.

The Agenda Items were heard in the following order: 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 7, 12, 35a, 35b, 39, 41, 40, 42, 43, 44, 38, 57 46, 47, 48, 49, 50, 51, 52, 53, 45, 36, 37, 54, 55, 56.

OPENING ITEMS

1. Invocation - Pastor Tommie Hale, Mt. Calvary Missionary Baptist Church
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to: No presentations were made.

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.

Laurie Stephens, 5000 Rainbow Road, noted her property backs up to the retention basin that is located on Preston and Idyllwild. She requested that once the renovations are complete to the retention basin that it be designated a park.

There were no other requests by citizens to speak.

CONSENT AGENDA

Council Member Sparks moved to approve to approve Consent Agenda items 5-34 excluding 7 and 12: seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

5. Approved a motion approving the following minutes:
 - a. Regular Meeting of January 22, 2013.
6. Received for information and possibly discuss first quarter Fiscal Year 2012 – 2013 Investment Report. (FINANCE)
8. Approved a resolution rejecting all bids received for automobiles and light trucks for the Garage Division and approving plans and specifications and authorizing re-advertisement for bids. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 030

RESOLUTION REJECTING ALL BIDS RECEIVED FOR BID NUMBER 6009-13 FOR AUTOMOBILES AND LIGHT TRUCKS; AND AUTHORIZING RE-ADVERTISEMENT FOR BIDS

9. Approved a resolution approving the purchase of two (2) squad rescue vehicles from Knapp Chevrolet through HGAC for the Garage Division. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 031

RESOLUTION APPROVING THE PURCHASE OF TWO (2) SQUAD RESCUE VEHICLES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$213,400.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

10. Approved a resolution approving the purchase of one (1) new Frazer ambulance from Sterling McCall Ford through HGAC for the Garage Division. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 032

RESOLUTION APPROVING THE PURCHASE OF ONE (1) NEW TYPE-1 AMBULANCE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$177,800.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

11. Approved a resolution approving the purchase of one (1) Frazer ambulance remount from Knapp Chevrolet through HGAC for the Garage Division. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 033

RESOLUTION APPROVING THE PURCHASE OF AMBULANCE BOX REFURBISH AND RE-MOUNTING SERVICES THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (HGAC) AT A TOTAL COST OF \$66,275.00; AND THIS SERVICE WAS NOT BID BUT PURCHASED THROUGH A COUNCIL OF GOVERNMENTS

13. Approved a resolution authorizing the City Manager to execute a Consent Agreement between the First National Bank of Stanton, Texas and the City of Midland, Texas as required by Article 8(K) of the Absolute Investments, Inc.'s Lease Agreement to encumber its' leasehold interest in the lease by pledging said lease as collateral for a loan to construct a hangar on the premises. (Tract 1 - Section 6, Lot 4B, Block 11, Midland International Airport Industrial Park Addition, Midland County, Texas). (AIRPORTS)

RESOLUTION NO. 2013 - 035

RESOLUTION CONSENTING TO ABSOLUTE INVESTMENTS, INC.'S ENCUMBRANCE OF ITS LEASEHOLD INTEREST IN TRACT 1 IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, AS AUTHORIZED BY ARTICLE 8(K) OF THE LEASE AGREEMENT BETWEEN ABSOLUTE INVESTMENTS, INC. AND THE CITY OF MIDLAND REGARDING SAID PROPERTY

14. Approved a resolution authorizing the City Manager to execute a Consent Agreement between the First National Bank of Stanton, Texas and the City of Midland, Texas as required by Article 8(K) of the Absolute Investments, Inc.'s Lease Agreement to encumber its' leasehold interest in the lease by pledging said lease as collateral for a loan to construct a hangar on the premises. (Tract 6 - Section 6, Lot 4B, Block 11, Midland International Airport Industrial Park Addition, Midland County, Texas). (AIRPORTS)

RESOLUTION NO. 2013 - 036

RESOLUTION CONSENTING TO ABSOLUTE INVESTMENTS, INC.'S ENCUMBRANCE OF ITS LEASEHOLD INTEREST IN TRACT 6 IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, AS AUTHORIZED BY ARTICLE 8(K) OF THE LEASE AGREEMENT BETWEEN ABSOLUTE INVESTMENTS, INC. AND THE CITY OF MIDLAND REGARDING SAID PROPERTY

15. Approved a resolution authorizing the City Manager to execute a Consent Agreement between the First National Bank of Stanton, Texas and the City of Midland, Texas as required by Article 8(K) of the Absolute Investments, Inc.'s Lease Agreement to encumber its leasehold interest in the lease by pledging said lease as collateral for a loan to construct a hangar on the premises. (Tract 4 - Section 7, Lot 4B, Block 11, Midland International Airport Industrial Park Addition, Midland County, Texas). (AIRPORTS)

RESOLUTION NO. 2013 - 037

RESOLUTION CONSENTING TO ABSOLUTE INVESTMENTS, INC.'S ENCUMBRANCE OF ITS LEASEHOLD INTEREST IN TRACT 4 IN LOT 4B, BLOCK 11, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, AS AUTHORIZED BY ARTICLE 8(K) OF THE LEASE AGREEMENT BETWEEN ABSOLUTE INVESTMENTS, INC. AND THE CITY OF MIDLAND REGARDING SAID PROPERTY

16. Approved a resolution supporting the Westridge Senior Citizens' Rental Housing at Beal Parkway. (CITY MANAGER'S OFFICE)

RESOLUTION NO. 2013 - 038

RESOLUTION SUPPORTING THE MIDLAND WESTRIDGE APARTMENTS, L.P. FOR A PROPOSED DEVELOPMENT FOR AFFORDABLE SENIOR CITIZENS' RENTAL HOUSING AT BEAL PARKWAY

17. Approved a resolution authorizing the execution of a Sports Agreement with the Greater Midland Football League to administer programs, special events, and services related to football. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 039

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE GREATER MIDLAND FOOTBALL LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO FOOTBALL

18. Approved a resolution authorizing the execution of a Sports Agreement with the Midland Junior Baseball Association, Incorporated, to administer programs, special events, and services related to baseball for men ages nineteen and younger. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 040

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND JUNIOR BASEBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO BASEBALL FOR MEN AGES NINETEEN AND YOUNGER

19. Approved a resolution authorizing the execution of a Sports Agreement with the City of Midland Aquatics, Incorporated, to administer programs, special events, and other services related to swimming in the City of Midland; the term of the agreement is from February 13, 2013, through December 31, 2013; and the contract covers Doug Russell Pool. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 041

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH CITY OF MIDLAND AQUATICS, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND OTHER SERVICES RELATED TO SWIMMING IN THE CITY OF MIDLAND; AND THE CONTRACT COVERS THE DOUG RUSSELL POOL

20. Approved a resolution authorizing the execution of a Sports Agreement with the Midland Soccer Association, Incorporated, to administer programs, special events, and services related to soccer for youth ages nineteen and younger. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 042

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND SOCCER ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO SOCCER

21. Approved a resolution authorizing the execution of a Sports Agreement with the Midland Adult Soccer League to administer programs, special events, and services related to soccer for adults ages nineteen and older. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 043

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE MIDLAND ADULT SOCCER LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO SOCCER FOR ADULTS AGES NINETEEN (19) AND OLDER

22. Approved a resolution authorizing the execution of a Sports Agreement with Midland Softball Association, Incorporated, to administer programs, special events, and services related to softball for adults ages fifteen (15) and older. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 044

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND SOFTBALL ASSOCIATION, INCORPORATED, TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO SOFTBALL FOR ADULTS AGES FIFTEEN (15) AND OLDER

23. Approved a resolution authorizing the execution of a Sports Agreement with Midland United Girls Softball Association, Incorporated, to administer programs, special events, and services related to softball for girls. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 045

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INCORPORATED TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO SOFTBALL FOR GIRLS

24. Approved a resolution authorizing the execution of a Sports Agreement with the Texas Cricket Club to administer programs, special events, and services related to cricket. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 046

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE TEXAS CRICKET CLUB TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO CRICKET

25. Approved a resolution authorizing the execution of a Sports Agreement with West Texas BMX to administer programs, special events, and services related to BMX (Bicycle Motocross) racing and riding. (COMMUNITY SERVICES)

RESOLUTION NO. 2013 - 047

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH

WEST TEXAS BMX TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO WEST BMX RACING AND RIDING

26. Received presentation of schedule for Fiscal Year 2013-14 Community Development Block Grant (CDBG) Program. (DEVELOPMENT SERVICES)
27. Approved a resolution authorizing staff to accept an access easement in the Providence Park Addition - Section 4. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 048

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A 0.0026-ACRE ACCESS EASEMENT LOCATED IN LOT 19, BLOCK 1, PROVIDENCE PARK, SECTION 4, MIDLAND, MIDLAND COUNTY, TEXAS; AND ORDERING RECORDATION BY THE CITY SECRETARY

28. Approved a motion on a request by West Engineering of Midland for the Northwestern Addition (Section 15) to approve items requested for deferral in the amount of \$28,578.00 and to waive the associated public improvement guarantee. (Generally located at the southeast corner of Midland Drive and Mockingbird Lane intersection.) (ENGINEERING SERVICES)
29. Approved a resolution approving a Temporary Water Service Agreement with Pioneer Natural Resources USA, Inc. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 049

RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY WATER AND SEWER SERVICE AGREEMENT BETWEEN THE CITY OF MIDLAND AND PIONEER NATURAL RESOURCES USA, INC. FOR SERVICES TO 2518 FARM-TO-MARKET ROAD 307, MIDLAND, TEXAS, 79706; SAID PROPERTY IS OUTSIDE THE CITY LIMITS; PIONEER NATURAL RESOURCES USA, INC. HAS EXECUTED A LETTER AGREEING TO ANNEXATION IF AND WHEN THE PROPERTY IS ANNEXED; PIONEER NATURAL RESOURCES USA, INC. SHALL BE CHARGED A RATE FOR SERVICE WHICH IS ONE AND ONE-HALF TIMES THE RATE CHARGED CUSTOMERS IN THE CITY LIMITS; AND ORDERING RECORDATION BY THE CITY SECRETARY

30. Approved a resolution authorizing the execution of a Public Improvement Development Agreement in the amount of \$242,592 with Vineyard Reserve, LLC (Chuck Hedges) for the extension of wastewater collection system improvements to serve the Vineyard Addition. Said agreement being authorized by Section 395.081 of the Texas Local Government Code. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 050

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT WITH VINEYARD RESERVE, LLC FOR DEVELOPMENT OF VINEYARD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF HOLIDAY HILL ROAD, WEST OF THE GREEN TREE SUBDIVISION); AND APPROPRIATING FUNDS IN THE AMOUNT OF \$242,592.00 THEREFOR; SAID AGREEMENT BEING AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT CODE

31. Approved a resolution to accept a re-authorized AFG Grant from 2007. (FIRE)

RESOLUTION NO. 2013 - 051

RESOLUTION ACCEPTING A GRANT AWARD FROM THE 2007 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM; AUTHORIZING THE EXECUTION OF ACCEPTANCE DOCUMENTS; DEPOSITING AND APPROPRIATING GRANT FUNDS

32. Approved a resolution to appropriate interest earned on the FY2009 Justice Assistance Grant funds. (POLICE)

RESOLUTION NO. 2013 - 052

RESOLUTION APPROPRIATING INTEREST EARNED IN THE AMOUNT OF \$24.00 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

33. Approved a resolution approving a Professional Services Agreement with SAIC for the Operational Review of the Solid Waste Department. (SOLID WASTE)

RESOLUTION NO. 2013 - 053

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, L.L.C., FOR PROFESSIONAL OPERATIONAL REVIEW OF SERVICES AT THE CITY LANDFILL AND ALL RELATED ASPECTS OF SOLID WASTE AND RECYCLING; IT IS ESTIMATED THAT THE DESIGN AND ENGINEERING WORK SHALL COST \$202,700.00; AND APPROPRIATING FUNDS

34. Approved a resolution approving a Discharge License with Compressor Systems, Inc. for the Purpose of Discharging Effluent from the Washing of Equipment with Degreaser Soap. (UTILITIES)

RESOLUTION NO. 2013 - 054

RESOLUTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH COMPRESSOR SYSTEMS INCORPORATED FOR THE PURPOSE OF DISCHARGING EFFLUENT

The following items were pulled from Consent Agenda and considered individually.

7.

Consider a resolution rescinding Resolution No. 2013-003 for a three (3) year agreement for dry cleaning services with Dry Clean Super Center for the Police Department, Fire Department, Municipal Court, Garage and Water & Wastewater and ratifying re-advertisement for bids. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 029

RESOLUTION RESCINDING RESOLUTION NUMBER 2013-003 AWARDED A BID TO DRY CLEAN SUPER CENTER, FOR A MULTI-YEAR CONTRACT FOR DRY-CLEANING AND LAUNDRY SERVICES AND AUTHORIZING THE RE-ADVERTISEMENT OF BIDS; RATIFYING ALL PRIOR ACTS OF THE CITY MANAGER RELATED TO BIDDING

Council Member Sparks asked if Council wished to consider changing its policy of rescinding all bids once a vendor is selected. Council determined this should be discussed at a future briefing session or at the Council retreat.

Council Member Love moved to adopt Resolution No. 2013-029; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

12. Consider a resolution authorizing a contract for the 2013 Mill/Overlay Project for the Engineering Services Department. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 034

RESOLUTION AWARDED A CONTRACT FOR THE 2013 MILL OVERLAY PROJECT TO REESE ALBERT, INCORPORATED, OF MIDLAND, TEXAS, AT A TOTAL COST OF \$4,427,477.23; AND AUTHORIZING THE APPROPRIATION OF AN ADDITIONAL 10% FOR A CONTINGENT FEE; AND ALLOCATING AND APPROPRIATING FUNDS

Council Member Sparks moved to adopt Resolution No. 2013-034; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

SECOND READINGS

35. Specific Use Permit without Term for a Manufactured Home Park on Lot 1, Block 1, Fairgrounds Addition, City and County of Midland, Texas.
 - a. Consider an ordinance on second reading on a request by Chase Gardaphe for a Specific Use Permit without Term for a Manufactured Home Park on Lot 1, Block 1, Fairgrounds Addition, City and County of Midland, Texas. (Generally located on the east side of N. Fairgrounds Road, approximately 900 feet south of East Golf Course Road.)

ORDINANCE NO. 9106

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1, BLOCK 1, FAIRGROUNDS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORTH FAIRGROUNDS ROAD, APPROXIMATELY 900 FEET SOUTH OF EAST GOLF COURSE ROAD), WHICH IS PRESENTLY ZONED AE, AGRICULTURE ESTATE DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR A MANUFACTURED HOME PARK; 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.

Planning Division Manager Cameron Walker reported that the sidewalk issue was discussed at the previous meeting noting that the estimated cost to install sidewalks at the location would be \$12,521. The issue could be considered using the deferral procedures.

Deputy City Secretary Reyes read the caption of Ordinance No. 9106.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 9094 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

- b. Consider a motion on a request by Newton Engineering for the Fairgrounds Addition (Stonegate Mobile Home Community) and to approve items requested for deferral in the amount of \$12,521.00 and to waive the associated public improvement guarantee. (Generally located on the east side of North Fairgrounds Road, approximately 900 feet south of East Golf Course Road.)

Council Member James moved to approve a motion on a request by Newton Engineering for the Fairgrounds Addition (Stonegate Mobile Home Community) and to approve items requested for deferral in the amount of \$12,521.00 and to waive the associated public improvement guarantee; seconded by Council Member Sparks. The motion failed by the following vote: AYE: Perry, James, Sparks. NAY: Love, Morales, Trost. ABSTAIN: None. ABSENT: Dufford.

- 36. Consider an ordinance on second reading on a request by Basin Burger House for an amended Specific Use Permit with Term for the sale of all alcoholic beverages, for on-premises consumption, in a restaurant, on Lot 1A, Block 29, Homestead Addition, Section 8, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of West Louisiana Avenue and North Colorado Street.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9107

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 29, HOMESTEAD ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOUISIANA AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED C-1, CENTRAL AREA DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; 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. 9107.

Council Member Trost moved to approve the second and final reading of Ordinance No. 9107 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

37. Consider an ordinance on second reading to replace Section 10-1-2 of the Midland City Code. The intent of the proposed ordinance is to clarify the permitting process and other regulations regarding parades and other special events. (CITY ATTORNEY'S OFFICE)

ORDINANCE NO. 9108

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER 1, "GENERAL TRAFFIC REGULATIONS", SECTION 2, "PERMIT REQUIRED FOR PARADES AND PROCESSIONS", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO CLARIFY THE PERMITTING PROCESS AND OTHER REGULATIONS RELATED TO SPECIAL EVENTS; CONTAINING A PROCESS FOR APPEALING THE DENIAL OF A PERMIT; CONTAINING A CUMULATIVE CLAUSE AND EXPRESSLY REPEALING ANY ORDINANCE OR PORTION THEREOF IN CONFLICT WITH THIS ORDINANCE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF FIVE HUNDRED DOLLARS (\$500.00) AND NOT REQUIRING A CULPABLE MENTAL STATE; ESTABLISHING AN EFFECTIVE DATE OF MARCH 1, 2013; AND ORDERING PUBLICATION

Deputy City Secretary Moreno read the caption of Ordinance No. 9108.

Council Member James moved to approve the second and final reading of Ordinance No. 9108 in accordance with the Charter of the City of Midland with the amendment on Page 4 under City Attorney's Office to read: "The insurance shall cover all spectators and participants of the Special Event. The Certificate of Insurance shall show that spectators and participants are covered by the Commercial Liability Insurance." and amendment on Page 11 under copies to read, "(5) Midland County Emergency Management Coordinator; and (6) Midland County Sheriff."; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

PUBLIC HEARINGS

38. At approximately 10:30 A.M. hold a public hearing and consider an ordinance on a request by Morian Hospitality Midland, LLC for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center on Lot 4A, Block 52, Belmont Addition, Section 12, City and County of Midland, Texas. (Generally located on the north side of W. Longview Avenue, approximately 790 feet east of Rankin Hwy.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9109

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 4A, BLOCK 52, BELMONT ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 790 FEET EAST OF RANKIN HIGHWAY); 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

Planning Division Manager Walker gave an overview of the item noting no letters of objection had been received and that Planning & Zoning recommended approval of the item.

Mayor Perry opened the public hearing at 12:28 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary Moreno read the caption of Ordinance No. 9109.

Council Member Morales moved approval of the first of two readings of Ordinance No. 9109 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

It was noted for the record that although this item says that it is for a Planned District for a Shopping Center it is acknowledged and understood that it will be used as a hotel.

39. At approximately 10:33 A.M. hold a public hearing and consider an ordinance on a request by Black Family Partnership for a zone change from LR-2, Local Retail District to PD, Planned District for a Shopping Center on the north 3.54-acres of Lot 30, Block 5, Greathouse Addition, Section 6, City and County of Midland, Texas. (Generally located between Holiday Hill Road and Spence Drive, approximately 200 feet north of Briarwood Avenue.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9110

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 3.54-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED BETWEEN HOLIDAY HILL ROAD AND SPENCE DRIVE, APPROXIMATELY 200 FEET NORTH OF BRIARWOOD AVENUE; SAID 3.54-ACRE TRACT IS OUT OF THE NORTH HALF OF LOT 30, BLOCK 5, GREATHOUSE ADDITION, SECTION 6, BUT SAID LOT 30 HAS NOT BEEN REPLATTED); 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

Planning Division Manager Walker gave an overview of the item noting one letter of objection had been received.

Mayor Perry opened the public hearing at 10:54 a.m.

Eric West, Parkhill Smith and Cooper, 1700 West Wall, reported that early in the process they sent the Site Plan to the Colorado River Municipal Water District (CRMWD) for their approval. They are fine with the location of the building and they will have additional restrictions.

There being no one else wishing to speak, the public hearing was closed at 10:55 a.m.

Deputy City Secretary Reyes read the caption of Ordinance No. 9110.

Council Member James moved approval of the first of two readings of Ordinance No. 9110 in accordance with the Charter of the City of Midland; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Perry, James, Sparks. NAY: Trost. ABSTAIN: None. ABSENT: Dufford.

40. At approximately 10:36 A.M. hold a public hearing and consider an ordinance on a request by K J Hotel for a zone change from 1F-3, One-Family Dwelling District to PD, Planned District for a Shopping Center on a 4.356-acre tract of land within Blocks 54 and 55 and the adjacent vacated streets and alley rights-of-way, Belmont Addition, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of E. Longview Avenue and S. Baird Street.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9111

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 4.356-ACRE TRACT OF LAND WITHIN BLOCKS 54 AND 55 AND THE ADJACENT VACATED STREET AND ALLEY RIGHTS-OF-WAY, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED 1F-3, ONE-FAMILY DWELLING DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTHEAST CORNER OF LONGVIEW AVENUE AND BAIRD STREET); 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

Planning Division Manager Walker gave an overview of the item noting this item was for the construction of a hotel and that no letters of objection had been received.

Mayor Perry opened the public hearing at 11:09 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. 9111.

Council Member Morales moved approval of the first of two readings of Ordinance No. 9111 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

It was noted for the record that although the item says it is a Planned District for a Shopping Center it was understood and acknowledged that it will be a hotel.

41. At approximately 10:39 A.M. hold a public hearing and consider an ordinance on a request by Fasken Oil and Ranch for a zone change from FD, Future Development

District to O-1, Office District, on a 34.60-acre tract of land out of Section 13, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located at the west side of Holiday Hill Road, approximately 800 feet north of Sherwood Drive.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9112

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 34.79-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-1-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 O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF HOLIDAY HILL ROAD, APPROXIMATELY 800 FEET NORTH OF SHERWOOD DRIVE); 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 objection have been received.

Mayor Pro Tem Sparks opened the public hearing at 10:58 p.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. 9112.

Council Member James moved approval of the first of two readings of Ordinance No. 9112 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

42. At approximately 10:42 A.M. hold a public hearing and consider an ordinance on a request by John Gonzalez for a Specific Use Permit without Term for an accessory building for living or sleeping quarters on Lot 19, Block 3, Baumann Heights 1st Section, City and County of Midland, Texas. (Generally located on the south side of W. Louisiana Avenue, approximately 630 feet east of N. Midkiff Road.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9113

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF LOT 19, BLOCK 3, BAUMANN HEIGHTS 1st SECTION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOUISIANA AVENUE, APPROXIMATELY 630 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS; 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

Planning Division Manager Walker provided an overview of the item noting two letters of objection from the neighborhood had been received and that the item was approved by the Planning & Zoning Commission. Questions were asked and answered about accessory buildings.

Mayor Perry opened the public hearing at 11:20 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Deputy City Secretary Moreno read the caption of Ordinance No. 9113.

Council Member James moved approval of the first of two readings of Ordinance No. 9113 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Perry, James, Sparks. NAY: Trost. ABSTAIN: None. ABSENT: Dufford.

43. At approximately 10:45 a.m. hold a public hearing regarding a proposed oil and gas permit to Petroplex Energy, Inc., (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Western-T 8 #1) located 2,183 feet from the south line and 467 feet from the east line located in Section 8, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the west side of the extension of North Midkiff Road, approximately ½ mile north of the extension of Green Tree Boulevard.) (DEVELOPMENT SERVICES)

Oil & Gas Compliance Officer Ron Jenkins reported the application had been reviewed by the Oil & Gas Advisory Committee and there were three administrative items that were addressed. The applicant requested a variance from landscaping and irrigation in addition to a request to not have a Road Repair Agreement because they would not be using any City streets. No letters of objection had been received.

Mayor Perry opened the public hearing at 11:23 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

No further action was taken on this item.

44. At approximately 10:48 A.M. hold a public hearing and consider an ordinance ON APPEAL on a request by Freedom Influence Group, LLC for Specific Use Permit without Term for a Manufactured Home Park on a 46.458-acre tract of land out of Blocks 83 and 86, East Midland, City and County of Midland, Texas. (Generally located on the west side of N. Fairgrounds Road, approximately 600 feet north of E. Cuthbert Avenue.) (DEVELOPMENT SERVICES)

ORDINANCE NO. 9114

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS A 46.458-ACRE TRACT OF LAND OUT OF BLOCKS 83 AND 86, EAST MIDLAND, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF FAIRGROUNDS ROAD, APPROXIMATELY 600 FEET NORTH OF EAST CUTHBERT AVENUE), WHICH IS PRESENTLY ZONED C-3, COMMERCIAL DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR A MANUFACTURED HOME PARK; 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

Planning Division Manager Walker gave an overview of the item noting that on January 14, 2013, the Planning & Zoning Commission unanimously recommended against the request for a manufactured home park under a specific use permit on the 46-acre tract of land located on the west side of Fairgrounds Road. Their reasons for denial were traffic, noise dust, and potential effect to the neighborhood to the west. Three letters of objection had been received making the objection rate 54%.

Mayor Perry opened the public hearing at 11:27 a.m.

Blake Templeton, Lubbock, noted he felt this land was valuable for housing due to easy access of water and sewer. They have a waiting list of 752 individuals who would like to move into Stonebridge Estates. Several people in the audience stood to show their support of this item.

Rick Betenbough of Betenbough Homes stated his support of the project noting they originally looked at the tract of land for single family homes but felt it would be better used for manufactured housing.

Larry Kilgore, 1007 N. Fairgrounds Rd, noted their pipe yard is next door to where the proposed site. He stated his objection to the project because of potential noise complaints about their pipe yard from future residents noting they were a 24-hour operation. He offered the applicant buy them out and they would move to another location. He expressed concern about traffic using their yard for turning around because traffic is 50 miles per hour.

Dan Nicholas, 10105 ECR 103, expressed his support of the project noting he was asked to invest in the project but did not because it did not meet his formula. He expressed support due to the housing need this was a good fit.

David Diaz, 5101 Sherwood, reminded Council of their investment in homes near the proposed site. He felt the land was perfect for single family stick built homes, not manufactured homes. At CDBG meetings in those neighborhoods there were often complaints from residents about manufactured homes. The neighborhood prefers single family stick built homes. He objected to this use because there are already over 1,000 mobile home lots that have been identified in Midland and Midland County that were still sitting vacant.

Golden Gibbs, 1416 Chestnut, spoke in opposition to manufactured homes due to traffic concerns.

Planning Division Manager Walker reminded Council that if they approved this item they would also be approving the site plan. There was an issue with inconsistent zoning because their driveways go through 2F Zoning. The applicant previously came before Council with a request to change that 2F Zoning to C3 and then the applicant withdrew his application. He answered questions about what appropriate uses were included in C3 zoning and the number of mobile home parks in the City.

Chase Gardaphe, 415 W. Wall Street, answered questions about the difference between a mobile home and a manufactured home. Building Official Steve Thorpe also commented on differences between the two clarifying this was a manufactured home community.

Council member James asked applicant if they could come up with a way to build single family homes in the current 2F zone to create a buffer between the current residential homes and the manufactured home park.

Brant Greathouse, 3600 S. Highway 349, replied they were looking at placing 20 site built homes in the 2F section.

Blake Templeton asked if Council would allow them to make changes to their site plan to put site built single family housing in the 2F zone with high efficiency single family homes with the concession that access to manufactured home park go through those homes or allow for another alternative.

Mayor Perry stated concern because procedurally the Council needed to either approve or deny the item. If a deferral was made, Council would still have to either approve or deny the item as it stands.

City Attorney Stretcher clarified that if this item is denied it would take about a year for them to get back in front of the Council and that development on Tilden would require a Development Agreement because this project does not abut Tilden. He also noted it would be much cleaner to roll this approval into one package with the 2F zoning.

Council Member James asked if they could still withdraw their application and if they did so, would it put them off for a year. The response was no; they could begin immediately.

Brant Greathouse expressed concern about making revisions noting they have been working on this since May 2012. He explained the steps they have taken to purchase the land. He requested that his application be withdrawn.

MISCELLANEOUS

45. Consider an ordinance making certain transfers in various funds of the 2011 – 2012 Fiscal Year Budget and making certain budget amendments and ordering recordation. (FINANCE)

ORDINANCE NO. 9115

AN ORDINANCE MAKING CERTAIN TRANSFERS IN VARIOUS FUNDS OF THE 2011-2012 FISCAL YEAR BUDGET AND MAKING CERTAIN BUDGET AMENDMENTS; AND ORDERING RECORDATION

Finance Director McNaughton gave an overview of the item reporting that this item would approve the budget for several special revenue funds.

Deputy City Secretary Reyes read the caption of Ordinance No. 9115.

Council Member James moved approval of the first of two readings of Ordinance No. 9115 in accordance with the Charter of the City of Midland; seconded by Council

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

46. Consider a resolution approving the issuance of a permit to Bluestem Energy Holdings (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Evans P 1) located 490 feet from south line and 565 feet from east line, Section 8, Block "X", H.P. Hilliard Survey, Midland County, Texas. (Generally located on the west side of North Midkiff Road, approximately 490 feet north of Mockingbird Lane.) Evans P 1 (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 055

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO BLUESTEM ENERGY HOLDINGS, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 490 FEET FROM THE SOUTH LINE AND 565 FEET FROM THE EAST LINE, SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 490 FEET NORTH OF MOCKINGBIRD LANE); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

Oil & Gas Compliance Officer Jenkins gave an overview of the item noting that one letter of objection had been received. The Oil & Gas Advisory Committee recommended against granting a variance for landscaping and irrigation due to the proximity to homes. He clarified the land owner and the operator both were in favor of the variance. The resolution includes a two-year variance.

Council Member James moved to adopt Resolution No. 2013 - 055; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

47. Consider a resolution approving the issuance of a permit to Bluestem Energy Holdings (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Evans A 1) located 993 feet from north line and 490 feet from east line, Section 8, Block "X", H.P. Hilliard Survey, Midland County, Texas. (Generally located on the west side of North Midkiff Road, approximately $\frac{3}{4}$ mile north of Mockingbird Lane.) Evans A 1 (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 056

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO BLUESTEM ENERGY HOLDINGS, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 993 FEET FROM THE NORTH LINE AND 490 FEET FROM THE EAST LINE, SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY $\frac{3}{4}$ OF A MILE NORTH OF MOCKINGBIRD LANE); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

Oil & Gas Compliance Officer Jenkins gave an overview of the item noting that no letters of objection had been received and that the Oil & Gas Advisory Committee recommended granting a variance for landscaping and irrigation.

Council Member James moved to adopt Resolution No. 2013 - 056; seconded by Council Member Trost. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

48. Consider a resolution approving the issuance of a permit to Bluestem Energy Holdings (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Evans O 1) located 654 feet from south line and 1860 feet from east line, Section 8, Block "X", H.P. Hilliard Survey, Midland County, Texas. (Generally located on the north side of Mockingbird Lane, approximately 1/3 mile west of North Midkiff Road.) Evans O 1 (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 057

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO BLUESTEM ENERGY HOLDINGS, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 654 FEET FROM THE SOUTH LINE AND 1,860 FEET FROM THE EAST LINE, SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF MOCKINGBIRD LANE, APPROXIMATELY 1/3 OF A MILE WEST OF NORTH MIDKIFF ROAD); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

Oil & Gas Compliance Officer Jenkins gave an overview of the item noting that no letters of objection had been received and that the Oil & Gas Advisory Committee recommended against granting a variance for landscaping and irrigation. He clarified that if the resolution is approved a two year variance was included in the resolution.

Council Member James moved to adopt Resolution No. 2013 - 057; seconded by Council Member Trost. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

49. Consider a resolution approving the issuance of a permit to Bluestem Energy Holdings (Operator), for a Permit to Drill an Oil & Gas Well within the City Limits, (Evans B 2) located 490 feet from north line and 2,328 feet from east line, Section 8, Block "X", H.P. Hilliard Survey, Midland County, Texas. (Generally located on the west side of North Midkiff Road, approximately 1 mile north of Mockingbird Lane.) (DEVELOPMENT SERVICES)

RESOLUTION NO. 2013 - 058

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO BLUESTEM ENERGY HOLDINGS, LLC ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 490 FEET FROM THE NORTH LINE AND 2,328 FEET FROM THE EAST LINE, SECTION 8, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF NORTH MIDKIFF ROAD, APPROXIMATELY 1 MILE NORTH OF MOCKINGBIRD LANE); AND PROVIDING THAT SAID PERMIT DOES NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING

ROAD REPAIR AGREEMENT

Oil & Gas Compliance Officer Jenkins gave an overview of the item noting that no letters of objection had been received and that the Oil & Gas Advisory Committee recommended granting a variance for landscaping and irrigation.

Council Member James moved to adopt Resolution No. 2013 - 058; seconded by Council Member Love. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

50. Consider a motion on a request by Grassland 2 Development Company, LLC for a proposed preliminary plat of Grassland Estates West, Section 9, being a 197.31-acre tract of land including the to be vacated 5.7-acre right-of-way all out of Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the north side of State Highway 158 and at the northwest extension of Homestead Boulevard.) (DEVELOPMENT SERVICES)

Planning Division Manager Walker gave an overview of the item noting this was a preliminary plat with a new right-of-way land proposal and the applicant would come back with a final plat at a future date. He noted that only a portion of the land was inside of the City Limits.

Council Member Morales moved to approve a motion on a request by Grassland 2 Development Company, LLC for a proposed preliminary plat of Grassland Estates West, Section 9, being a 197.31-acre tract of land including the to be vacated 5.7-acre right-of-way all out of Sections 35 and 36, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the north side of State Highway 158 and at the northwest extension of Homestead Boulevard.); seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

51. Consider a motion ON APPEAL on a request for a proposed preliminary plat of Legacy Addition, being a 104.50-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located at the south extension of Avalon Drive, approximately 960 feet south of Deauville Boulevard.) (DEVELOPMENT SERVICES)

Planning Division Manager Walker gave an overview of the item noting the item was on appeal from Planning & Zoning. A proposed plat without alleys requires City Council approval. He described other areas that had been approved with alleys noting the applicant planned to include a public space.

Eric West, 1700 W. Wall, addressed that it was a hardship by landowner to develop the land because of existing well sites on the property. He explained that developing residential areas without alleys may be how future development will need to be in order to accommodate existing well sites.

Solid Waste Director Morris Williams answered questions about solid waste pick-up when no alleys were present clarifying they would use a cart system.

Don Allen, Ft. Worth, answered questions about the oil and gas wells. It was recommended to Mr. Allen that he have an assigned route of how the oil and gas well operators would access their oil wells to ensure there was adequate space for getting larger vehicles in and out of the area.

Council Member James moved to approve a request for a proposed preliminary plat of Legacy Addition, being a 104.50-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located at the south extension of Avalon Drive, approximately 960 feet south of Deauville Boulevard.); seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, James, Sparks. NAY: None. ABSTAIN: Perry. ABSENT: Dufford.

52. Continue consideration of a motion interpreting Chapter 11-7a revised Outdoor Sign Regulations regarding the use of advertising on EZ Rider transportation shelters in all zoning districts. (DEVELOPMENT SERVICES)

Council Member James introduced the new General Manager Rob Stephens noting he was available to answer any questions.

Rob Stephens, EZ Rider General Manager, introduced himself noting that many transit systems use outdoor advertising to help raise funds for their operations. There were about 35 shelters in Midland that could generate up to \$100,000 per year for operations.

Council Member John James reported that there would be 20 locations of the 35 in Midland that would be available for use of advertising based on the guidelines.

Council Member Love moved to approve interpreting Chapter 11-7a revised Outdoor Sign Regulations regarding the use of advertising on EZ Rider transportation shelters in all zoning districts; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

53. Consider a resolution granting a variance request from West Engineering of Midland for the Sun Garden Estates Addition, to construct a laydown curb & gutter section in lieu of standard section. (ENGINEERING SERVICES)

RESOLUTION NO. 2013 - 059

RESOLUTION GRANTING A VARIANCE FOR SUN GARDEN VILLAGE ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED BETWEEN DORMARD AVENUE ON THE NORTH, PINE AVENUE ON THE SOUTH, RANCLAND HILLS GOLF CLUB ON THE EAST, AND MIDLAND DRAW ON THE WEST), BY PERMITTING CONSTRUCTION OF LAYDOWN CURB AND GUTTER IN LIEU OF CURB AND GUTTER CONSTRUCTED TO CITY OF MIDLAND DESIGN AND CONSTRUCTION STANDARDS

Acting City Engineer David Beard gave an overview of the item noting the developer requested to use laydown curb and gutter in a portion of their development. Staff recommended denial of the item because it does not fit within the standard noting that he would recommend approval if the entire area was laydown curb.

Andrew Mellon, indicated the areas where laydown curbs were being requested noting it was one easy long street because it cuts down cost.

Council Member moved to adopt Resolution No. 2013 - 059; seconded by Council Member Morales. Following discussion, the motion carried by the following vote: AYE: Morales, Trost, Perry, James. NAY: Love, Sparks. ABSTAIN: None. ABSENT: Dufford.

54. Consider a resolution to authorize the City Manager to negotiate the purchase of Lots 1-12 Block 110, Original Town Addition, Midland, Midland County, Texas, along with Title Insurance, a Phase 1 and Phase 2 Environmental Study, and authorize the City Manager to execute the closing documents pertaining to the sale of property at Lone Star Title and Abstract. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 060

RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE TITLE INSURANCE, ACQUIRE PHASE 1 AND PHASE 2 ENVIRONMENTAL STUDIES, NEGOTIATE AND EXECUTE AN AGREEMENT WITH A REAL ESTATE BROKER, NEGOTIATE, EXECUTE AND FILE ALL NECESSARY DOCUMENTS, AND MAKE ALL PAYMENTS NECESSARY, INCLUDING ASSOCIATED CLOSING COSTS, REGARDING THE PURCHASE OF LOTS 1-12, BLOCK 110, ORIGINAL TOWN ADDITION, MIDLAND, MIDLAND COUNTY, TEXAS, WITH APPROVAL FROM THE MAYOR; AND DIRECTING THAT SAID PROPERTY SHALL BE CLOSED AT LONE STAR ABSTRACT AND TITLE COMPANY, INCORPORATED

Council Member Trost moved to adopt Resolution No. 2013 - 060; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

55. Consider a resolution to authorize the City Manager to negotiate the purchase of Lots 7A and 13A, Block 27, Original Town Addition, Section 3 Midland, Midland County, Texas, along with Title Insurance, a Phase 1 and Phase 2 Environmental Study, and authorize the City Manager to execute the closing documents pertaining to the sale of property at Lone Star Title and Abstract. (GENERAL SERVICES)

RESOLUTION NO. 2013 - 061

RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE TITLE INSURANCE, ACQUIRE PHASE 1 AND PHASE 2 ENVIRONMENTAL STUDIES, NEGOTIATE AND EXECUTE AN AGREEMENT WITH A REAL ESTATE BROKER, NEGOTIATE, EXECUTE AND FILE ALL NECESSARY DOCUMENTS, AND MAKE ALL PAYMENTS NECESSARY, INCLUDING ASSOCIATED CLOSING COSTS, REGARDING THE PURCHASE OF LOTS 7A AND 13A, BLOCK 27, ORIGINAL TOWN ADDITION, SECTION 3, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, WITH APPROVAL FROM THE MAYOR; AND DIRECTING THAT SAID PROPERTY SHALL BE CLOSED AT LONE STAR ABSTRACT AND TITLE COMPANY, INCORPORATED; AND APPROPRIATING FUNDS

Council Member Trost moved to adopt Resolution No. 2013 - 061; seconded by Council Member Morales. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

56. Consider a motion making appointments to various Boards and Commissions.

Council Member Trost moved to appoint Avery Pullin and W. Roger Beebe to the City Development Advisory Board; seconded by Council Member James. The motion carried by the following vote: AYE: Love, Morales, Trost, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

EXECUTIVE SESSION

57. Mayor Perry announced that 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 551.072 Deliberation Regarding Real Property.
 - a.1. Discuss the purchase, exchange, lease or value of real property described as Lots 1-12, Block 110, Original Town Addition, Midland, Midland County, Texas.
 - a.2. Discuss the purchase, exchange, lease or value of real property described as Lots 7A and 13A, Block 27, Original Town Addition, Section 3, Midland, Midland County, Texas.
 - a.3. Discuss the sale, lease, exchange or value of real property described as Lots 13 through 24, Block 54, Original Town Addition to the City of Midland, Midland County, Texas.
 - a.4. Discuss the purchase, exchange, lease, and value of real property described as 2.0 acres more or less, Block 025, All, Original Town, City of Midland, Midland County, Texas; .32 acres more or less, Block 35, Lots 5 and 6, Original Town, City of Midland, Midland County, Texas; .367 acres more or less, block 57, Lots 1, 2 (E90), and 3, Original Town, City of Midland, Midland County, Texas; 2.0 acres more or less, Block 007, All, Original Town, City of Midland, Midland County, Texas; 2.0 acres more or less, Block 008, All, Original Town, City of Midland, Midland County, Texas; 2.0 acres more or less, Block 055, All, Original Town, City of Midland, Midland County, Texas.
- b. Section 551.071, Consultation with the City Attorney
 - b.1. Discuss with the City Attorney and Attorney(s) with the law firm of Cotton, Bledsoe, Tighe, and Dawson, litigation styled In Re: Heritage Consolidated, LLC, Case No. 10-36484-hdh, Chapter 11, Jointly Administered, in the United States Bankruptcy Court, Northern District of Texas, Dallas Division.
 - b.2. Discuss with the City Attorney contemplated litigation and City legal issues involved in litigation styled Richard Sanchez, Heather Sanchez, Todd King and Laci King, et al. v. Union Pacific Railroad, Inc., and Smith Industries, Inc., in the 441st Judicial District Court in Midland County, Texas.

- b.3. Discuss a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

Mayor Perry recessed the meeting to Executive Session at 12:32 p.m. noting that they would reconvene in open session to hear the remainder of the items at 1:45 p.m.

Mayor Perry reconvened the meeting in open session at 1:50 p.m. and continued the meeting.

All of the business at hand having been completed, the meeting adjourned at 3:21 p.m.

PASSED AND APPROVED the 26th day of February, 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved for Agenda:
csharp
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Bob McNaughton, Finance Director

SUBJECT: Consider a resolution providing for the redemption of the outstanding City of Midland, Texas Waterworks and Sewer System Junior Lien Revenue Bonds, Series 1999; and resolving other matters incident and related to the redemption of such bonds.

Purpose:

Payoff of all outstanding principal of Waterworks and Sewer System Junior Lien Revenue Bonds, Series 1999 (Texcap Bonds)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Redeem \$9,710,000 in outstanding bonds using restricted funds and reduce Water and Sewer debt service by approximately \$1,000,000 per year for next 11 years.

Discussion:

Funds currently restricted by the Texcap bond ordinance total \$10,262,115 and outstanding debt is \$9,710,000. The payoff of these bonds using these restricted funds will generate an estimated present value savings of between \$5,101,926 and \$5,657,051 depending upon interest rate assumptions for the floating interest rate associated with these bonds. Additionally it will provide a \$552,115 cash flow to Water and Sewer operations.

Redemption is accomplished by notice to appropriate parties 10 days in advance of any principal payment (annually in May) or interest payment date (the first Wednesday of each month). It is anticipated that redemption will take place on April 3, 2013.

RESOLUTION NO. _____

**RESOLUTION PROVIDING FOR THE REDEMPTION
OF THE OUTSTANDING CITY OF MIDLAND,
TEXAS, WATERWORKS AND SEWER SYSTEM
JUNIOR LIEN REVENUE BONDS, SERIES 1999; AND
RESOLVING OTHER MATTERS INCIDENT AND
RELATED TO THE REDEMPTION OF SUCH BONDS.**

WHEREAS, pursuant to Ordinance No. 7889 (the “Ordinance”) passed and adopted by the City Council (the “Council”) of the City of Midland, Texas (the “City”), the following described obligations were duly authorized to be issued and are currently outstanding, to wit: CITY OF MIDLAND, TEXAS, WATERWORKS AND SEWER SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 1999, dated December 1, 1999, maturing on the first Wednesday of May in each of the years 2013 through 2024, inclusive, and aggregating in principal amount of \$9,710,000 (the “Bonds”); and

WHEREAS, the above identified Bonds were authorized, issued, sold and delivered subject to the right and authority of the City to redeem the same prior to maturity, as more specifically provided in the Ordinance and in said Bonds; and

WHEREAS, the Council hereby finds and determines that Bonds of such series should be redeemed prior to their maturities on the date and in the manner hereinafter provided and in accordance with the requirements prescribed therefor and notice of redemption of such Bonds should be approved and authorized to be given at this time by the Council; now, therefore,

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

SECTION ONE. That the obligations known as “CITY OF MIDLAND, TEXAS, WATERWORKS AND SEWER SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 1999,” dated December 1, 1999, maturing on the first Wednesday of May in each of the years 2013 through 2024, inclusive, and aggregating in principal amount of \$9,710,000, shall be redeemed and the same are hereby called for redemption on April 3, 2013, at the price of par plus accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this resolution, together with a suggested form of

notice of redemption for the Bonds, to be sent to Bond holders, The Bank of New York Mellon Trust Company, N.A. (successor to Chase Bank of Texas, National Association as successor to MBank Dallas, National Association), the paying agent/registrar for such Bonds and to the Texas Small Business Industrial Development Corporation, in accordance with the redemption provisions applicable to such Bonds; such suggested form of notice of redemption being attached hereto as **Exhibit A** and incorporated herein by reference as a part of this resolution for all purposes.

SECTION TWO. That the City Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of such Bonds of the City's decision to redeem such Bonds on the date and in the manner herein provided and in accordance with the Ordinance.

SECTION THREE. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

SECTION FOUR. That this resolution shall be in force and effect from and after its passage on the date shown below.

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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAYE":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert McNaughton, Finance Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

EXHIBIT A

NOTICE OF REDEMPTION

CITY OF MIDLAND, TEXAS
WATERWORKS AND SEWER SYSTEM JUNIOR LIEN REVENUE BONDS
SERIES 1999
dated December 1, 1999

NOTICE IS HEREBY GIVEN that all bonds of the above series maturing on and after May 1, 2013, and aggregating in principal amount of \$9,710,000 have been called for redemption on April 3, 2013 at the redemption price of 100% of the principal to be so redeemed plus accrued interest to the date fixed for redemption, such bonds being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding (\$)</u>	<u>CUSIP Number</u>	<u>Year of Maturity</u>	<u>Principal Amount Outstanding (\$)</u>	<u>CUSIP number</u>
2013	575,000		2019	815,000	
2014	610,000		2020	865,000	
2015	645,000		2021	920,000	
2016	685,000		2022	975,000	
2017	725,000		2023	1,030,000	
2018	770,000		2024	1,095,000	

ALL SUCH BONDS shall become due and payable on April 3, 2013, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said bonds shall be paid to the registered owners of the bonds only upon presentation and surrender of such bonds to:

First Class/

Registered/Certified

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
P. O. Box 396
East Syracuse, NY 13057

Express Delivery/Courier

The Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
111 Sanders Creek Pkwy.
East Syracuse, NY 13057

By Hand Only

The Bank of New York Mellon Trust
Company, N.A.
Global Corporate Trust
Corporate Trust Window
101 Barclay Street, 1st Floor East
New York, New York 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said bonds and pursuant to a resolution by the City Council of the City of Midland, Texas.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

(successor to Chase Bank of Texas, National
Association as successor to MBank Dallas,
National Association)
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

City of Midland

Costs of Texcap Program

Projected Future Costs of Texcap participation at continued low interest rate environment: variable bond interest rate approximately .25%

	Total Outstanding Principal	City of Midland	City of Midland %	Escrow Balance	Total costs, including LOC fee at 1.35%	City of Midland Portion of Total Costs	Present Value @ 0.25% to 5/1/2013
2013	\$ 27,700,000	\$ 9,710,000	90.60%	\$ 16,982,000	\$ 653,477	\$ 592,019	\$ 592,019
2014	25,400,000	9,135,000	91.58%	15,425,000	617,144	565,174	562,359
2015	23,100,000	8,525,000	92.69%	13,903,000	580,825	538,386	533,036
2016	20,800,000	7,880,000	93.99%	12,416,000	544,520	511,786	504,176
2017	18,500,000	7,195,000	95.54%	10,969,000	508,231	485,556	475,953
2018	16,200,000	6,470,000	97.47%	9,562,000	471,958	460,013	448,669
2019	13,900,000	5,700,000	100.00%	8,200,000	435,703	435,703	422,842
2020	11,600,000	4,885,000	100.00%	6,715,000	399,298	399,298	385,581
2021	9,300,000	4,020,000	100.00%	5,280,000	362,913	362,913	348,700
2022	7,000,000	3,100,000	100.00%	3,900,000	326,550	326,550	312,199
2023	4,700,000	2,125,000	100.00%	2,575,000	290,209	290,209	276,073
2024	2,400,000	1,095,000	100.00%	1,305,000	253,890	253,890	240,320
						\$ 5,221,498	\$ 5,101,926

Projected Future Costs of Texcap participation: variable bond interest rate approximately 2.50%, and earnings rate on balances also 2.50%

	Total Outstanding Principal	City of Midland	City of Midland %	Escrow Balance	Total costs, including LOC fee at 1.35%	City of Midland Portion of Total Costs	Net Interest Cost	Net Total Cost to City	Present Value @ 2.50% to 5/1/2013
2013	\$ 27,700,000	\$ 9,710,000	90.60%	\$ 16,982,000	\$ 653,477	\$ 592,019	\$ 242,750	\$ 834,769	\$ 834,769
2014	25,400,000	9,135,000	91.58%	15,425,000	617,144	565,174	228,375	793,549	755,311
2015	23,100,000	8,525,000	92.69%	13,903,000	580,825	538,386	213,125	751,511	680,832
2016	20,800,000	7,880,000	93.99%	12,416,000	544,520	511,786	197,000	708,786	611,184
2017	18,500,000	7,195,000	95.54%	10,969,000	508,231	485,556	179,875	665,431	546,150
2018	16,200,000	6,470,000	97.47%	9,562,000	471,958	460,013	161,750	621,763	485,720
2019	13,900,000	5,700,000	100.00%	8,200,000	435,703	435,703	142,500	578,203	429,926
2020	11,600,000	4,885,000	100.00%	6,715,000	399,298	399,298	122,125	521,423	369,025
2021	9,300,000	4,020,000	100.00%	5,280,000	362,913	362,913	100,500	463,413	312,167
2022	7,000,000	3,100,000	100.00%	3,900,000	326,550	326,550	77,500	404,050	259,063
2023	4,700,000	2,125,000	100.00%	2,575,000	290,209	290,209	53,125	343,334	209,527
2024	2,400,000	1,095,000	100.00%	1,305,000	253,890	253,890	27,375	281,265	163,377
						\$ 5,221,498	\$ 1,746,000	\$ 6,967,498	\$ 5,657,051



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution rescinding Resolution 2013-016 for a contract for the construction of a new maintenance building addition, new storage building and soil storage bins at the Scharbauer Sports Complex and approving plans and specifications and authorizing re-advertisement for bids.

Purpose:

To consider a resolution rescinding a Resolution to construct a new maintenance building addition, new storage building and soil storage bins at the Scharbauer Sports Complex so the project can be re-bid.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Not required at this time.

Discussion:

Four bids were received with the apparent low bid being Waldrop Construction. After further discussions with the Contractor, there was a discrepancy between the tabulation and the amount the Contractor intended to bid for the project. Staff recommends that Council reject all bids, and allow staff to re-bid the project.

The rejection of the bid was approved by the 4b Board during their scheduled meeting on Wednesday, February 13th.

RESOLUTION NO. _____

**RESOLUTION RESCINDING RESOLUTION NUMBER
2013-016 AWARDING A BID TO WALDROP
CONSTRUCTION, FOR THE CONSTRUCTION OF A
NEW MAINTENANCE BUILDING ADDITION, NEW
STORAGE BUILDING AND SOIL STORAGE BINS AT
THE SCHARBAUER SPORTS COMPLEX; AND
APPROVING PLANS AND SPECIFICATIONS; AND
AUTHORIZING THE RE-ADVERTISEMENT OF BIDS**

WHEREAS, the City Manager previously approved plans and specifications and authorized advertisement for bids for the construction of a new maintenance building addition, new storage building and soil storage bins at the Scharbauer Sports Complex; and

WHEREAS, the City Council by Resolution No. 2013-016 authorized the acceptance of the lowest and/or most advantageous bid from Waldrop Construction, and awarded the bid to the same; and

WHEREAS, Waldrop Construction is not able to comply with the requirements of the bid; and

WHEREAS, the City Council hereby approves the plans and specifications for said construction project, said plans and specifications being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

WHEREAS, the City Council finds it to be in the public interest to rescind Resolution No. 2013-016, and authorize the re-advertisement of competitive bids for the said construction;

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

SECTION ONE. The recitals stated above are hereby adopted.

SECTION TWO. That Resolution No. 2013-016 is hereby rescinded.

SECTION THREE. That the plans and specifications for said construction project are hereby approved.

SECTION FOUR. That the City Manager's is hereby authorized to re-advertise said construction project for competitive bids.

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., 2013, 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



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution authorizing a contract for Lamesa Road Traffic Signal Improvements and appropriating funds for the Engineering Services Department.

Purpose:

Approval of a resolution authorizing a contract for the Lamesa Road Traffic Signal Improvement project.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$335,310.00 plus a 10% contingency of \$33,531.00 for a total cost of \$368,841.00 from the General Fund

Discussion:

Willis Electric Co., LP was the single bidder for Lamesa Road Traffic Signal improvements. They were also the single bidder in November of 2009 for the traffic signal installation at Briarwood and Holiday Hill Road. Please see the attached memo from David Beard, Civil Engineer, for further information.

Therefore, please consider a resolution approving a contract with the single bidder Willis Electric Co., LP of Abilene, Texas for \$335,310.00 plus a 10% contingency of \$33,531.00 for a total cost of \$368,841.00.

RESOLUTION NO.

**RESOLUTION AWARDING A CONTRACT FOR THE
CONSTRUCTION OF THE LAMESA ROAD TRAFFIC
SIGNAL IMPROVEMENTS PROJECT TO WILLIS
ELECTRIC COMPANY, LP, OF ABILENE, TEXAS, AT
A TOTAL COST OF \$335,310.00; AND APPROPRIATING
FUNDS; AND A TEN PERCENT CONTINGENCY**

WHEREAS, the City Manager advertised for competitive bids for the construction of the Lamesa Road Traffic Signal Improvements Project; and

WHEREAS, Bid No. 6077-13 was opened on February 13, 2013, with the lowest and most responsible bid being submitted from Willis Electric Company, LP, at \$335,310.00 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 Willis Electric Company, LP, for said project; and

WHEREAS, the City Council finds it to be in the public interest to appropriate funds necessary to pay for said project, plus a Ten Percent (10%) contingency amount;

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 contract with Willis Electric Company, LP, for said project at a cost not to exceed \$335,310.00, 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 sum of \$368,841.00 is hereby appropriated from the 2009 GPCO Streets and Drainage Bond Fund (195) Unappropriated Fund Balance (5650) to the Lamesa Road Traffic Signal Improvements Project (9039).

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay Willis Electric Company, LP, pursuant to the terms of said contract from funds appropriated

herein 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., 2013, 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

Project # P13-03-8946 (Lamesa Rd. Traffic Signal Improvements - Bid 6077-13)
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[illegible]



MEMO

TO: Regina Stephenson; City of Midland, Purchasing Manager
FR: David D. Beard, P.E.; City of Midland, City Engineer
DA: February 13, 2013
RE: Lamesa Rd. – Traffic Signal Replacement
Bid # 6077-13 (8946)
Recommend Award

Regina --

I have reviewed the bid tabulation for the Lamesa Rd. – Traffic Signal Replacement project. Willis Electric is the apparent low. Willis Electric has a track record of successfully completing work in the City of Midland and surrounding areas. In addition, the unit prices appear to be in line with current pricing and trends. Based on the bids received and the successful track record of Willis Electric, I am recommending award of the Lamesa Rd. – Traffic Signal Replacement Project to Willis Electric Co.' LP. in the amount of \$335,310.00 (Base Bid) and 10% Contingency.

Base Bid	\$335,310.00
Contingency, 10%	\$ 33,531.00
Total	\$368,841.00

Funding Language

That the sum of \$368,841 is hereby appropriated from the 2009 GPCO Streets and Drainage Bond Fund (195) Unappropriated Fund Balance (5650) to the Lamesa Road Traffic Signal Improvements Project (9039)

City of Midland

David D. Beard, P.E.
City Engineer



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution authorizing a contract for Lamesa Road Pedestrian Access Improvements and appropriating funds for the Engineering Services Department.

Purpose:

Approval of a resolution authorizing a contract for Lamesa Road Pedestrian Access Improvements.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$795,268.00 plus a 15% contingency of \$119,290.00 for a total cost of \$914,558.00 from the General Fund

Discussion:

Three bids were received for the Lamesa Road Pedestrian Access Improvements project. The low bidder Entrench, Inc. meets all requirements. Please see the attached memo from David Beard, Civil Engineer, for further information.

Therefore, please consider a resolution approving a contract with the low bidder, Entrench, Inc. of Hobbs, New Mexico for 795,268.00 plus a 15% contingency of \$119,290.00 for a total cost of \$914,558.00.

RESOLUTION NO.

**RESOLUTION AWARDING A CONTRACT FOR THE
CONSTRUCTION OF THE LAMESA ROAD
PEDESTRIAN ACCESS PROJECT TO ENTRENCH,
INCORPORATED, AT A TOTAL COST OF \$795,268.00;
AND A FIFTEEN PERCENT CONTINGENCY**

WHEREAS, the City Manager advertised for competitive bids for the construction of the Lamesa Road Pedestrian Access Project; and

WHEREAS, Bid No. 6078-13 was opened on February 13, 2013, with the lowest and most responsible bid being submitted from Entrench, Inc., at \$795,268.00 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 Entrench, Inc., for said project; and

WHEREAS, the City Council finds it to be in the public interest to make an extra Fifteen Percent (15%) contingency amount available for said project;

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 contract with Entrench, Inc., for said project at a cost not to exceed \$795,268.00, 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 sum of \$795,268.00, plus a Fifteen Percent (15%) contingency bringing the available amount to \$914,558.00, is hereby made available in the Street Paving Ancillary Uses Project (8912) account.

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay Entrench, Inc., pursuant to the terms of said contract from funds made available herein 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., 2013, 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

Project # P13-02-8880 (Lamesa Rd. Pedestrian Access Improvments - Bid 6078-13)
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Project # P13-02-8880 (Lamesa Rd. Pedestrian Access Improvmnts)				ENTRENCH UTILITY		ONYX CONTRACTORS		TI-ZACK CONCRETE	
		Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Amount
Base Bid									
Item	Description								
1	Roadway Excavation	8266	SY	\$9.00	\$74,394.00	\$3.00	\$24,798.00	\$4.00	\$33,064.00
2	4" Concrete Sidewalks	4432	SY	\$50.00	\$221,600.00	\$45.00	\$199,440.00	\$50.00	\$221,600.00
3	Removal & Disposal of Existing Concrete Sidewalk	468	SY	\$10.00	\$4,680.00	\$35.00	\$16,380.00	\$15.00	\$7,020.00
4	24" Curb & Gutter (Type A)	2596	LF	\$18.00	\$46,728.00	\$21.00	\$54,516.00	\$36.00	\$93,456.00
5	24" Layodwn Curb	444	LF	\$19.00	\$8,436.00	\$25.25	\$11,211.00	\$32.00	\$14,208.00
6	Removal & Disposal of Existing Curb & Gutter	5564	LF	\$7.00	\$38,948.00	\$10.70	\$59,534.80	\$5.00	\$27,820.00
7	Concrete Handicap Access Ramp	6324	SF	\$6.25	\$39,525.00	\$26.50	\$167,586.00	\$14.00	\$88,536.00
8	6" Concrete Residential Driveway	836	SY	\$55.00	\$45,980.00	\$75.00	\$62,700.00	\$75.00	\$62,700.00
9	8" Concrete Commercial Driveway	726	SY	\$60.00	\$43,560.00	\$88.00	\$63,888.00	\$95.00	\$68,970.00
10	Removal & Disposal of Existing Concrete Driveway	577	SY	\$10.00	\$5,770.00	\$42.00	\$24,234.00	\$18.00	\$10,386.00
11	8" Concrete Alley Approach	1215	SY	\$60.00	\$72,900.00	\$88.00	\$106,920.00	\$95.00	\$115,425.00
12	6" Concrete Valley Gutter and Fillets	1621	SY	\$57.00	\$92,397.00	\$101.00	\$163,721.00	\$77.00	\$124,817.00
13	Concrete Steps	2	EA	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$1,500.00	\$3,000.00
14	Concrete Block Retaining Wall	1780	SF	\$10.00	\$17,800.00	\$25.00	\$44,500.00	\$30.00	\$53,400.00
15	Parking Lot Pavement Repair	461	SY	\$25.00	\$11,525.00	\$21.60	\$9,957.60	\$65.00	\$29,965.00
16	Adjust Water Valve Boxes	23	EA	\$575.00	\$13,225.00	\$200.00	\$4,600.00	\$300.00	\$6,900.00
17	Adjust Water Meter Boxes	2	EA	\$700.00	\$1,400.00	\$300.00	\$600.00	\$300.00	\$600.00
18	Remove & Replace Mailboxes	9	EA	\$400.00	\$3,600.00	\$300.00	\$2,700.00	\$250.00	\$2,250.00
19	Remove & Replace Street Sign Posts	32	EA	\$400.00	\$12,800.00	\$300.00	\$9,600.00	\$300.00	\$9,600.00
20	Jobsite Safety and Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$65,000.00	\$65,000.00
21	Erosion Control	1	LS	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$35,000.00	\$35,000.00
		TOTAL BASE BID		\$795,268.00		\$1,051,886.40		\$1,073,717.00	



MEMO

TO: Regina Stephenson; City of Midland, Purchasing Manager
FR: David D. Beard, P.E.; City of Midland, City Engineer
DA: February 13, 2013
RE: Lamesa Rd. – Pedestrian Access Improvements
Bid # 6078-13 (8946)
Recommend Award

Regina --

I have reviewed the bid tabulation for the Lamesa Rd. – Pedestrian Access Improvements. Entrench Utility is the apparent low bidder. The unit prices appear to be lower than current pricing and trends. However, I talked to Alberto Caballero (President) and he is comfortable with the unit prices in the bid schedule. In addition, Entrench Utility was recently awarded the City of Midland tap project and has been making steady progress. Based on the bids received and in consideration of the conversation with Alberto Caballero, I am recommending award of the Lamesa Rd. – Pedestrian Access Improvements Project to Entrench, Inc. in the amount of \$795,268.00 (Base Bid) and 15% Contingency.

Base Bid	\$795,268.00
Contingency, 15%	\$119,290.00
Total	\$914,558.00

Funding Language:

Funds are available in the Street Paving and Ancillary Uses Project (8912).

City of Midland

David D. Beard, P.E.
City Engineer



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Consider a resolution approving a contract for dry cleaning services for 2 years for the Police Department, Fire Department, Municipal Court, Garage and Water & Wastewater

Purpose:

Approval of a resolution authorizing the execution of a service contract for dry cleaning services for the Police, Fire, Municipal Court, Garage and Water & Wastewater departments.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$278,568.00 from the General, Garage and Water & Sewer Funds

Discussion:

Five vendors received this request for bid. F&D, Inc. dba Comet Cleaners and Laundry was the single bidder. We are recommending award to the single bidder, F & D, Inc. dba Comet Cleaners and Laundry.

Therefore, please consider a resolution authorizing the execution of a contract with F & D, Inc. dba Comet Cleaners and Laundry of Midland, Texas for an estimated two year cost of \$278,568.00

RESOLUTION NO.

**RESOLUTION AWARDING A 2-YEAR RENEWABLE
SERVICE CONTRACT FOR DRY CLEANING
SERVICES TO THE SOLE BIDDER, F&D
INCORPORATED, DBA COMET CLEANERS AND
LAUNDRY, OF MIDLAND, TEXAS, AT A TOTAL COST
OF \$278,568.00**

WHEREAS, the City Manager advertised plans and specifications for dry cleaning services; and

WHEREAS, Bid No. 5843-13 Re-bid was opened on February 15, 2013, with the lowest and most responsible bid, which was also the only bid, being submitted from F&D Inc., dba Comet Cleaners and Laundry, of Midland, Texas, at \$278,568.00 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 F&D Inc., dba Comet Cleaners and Laundry, for said project;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with F&D Inc., dba Comet Cleaners and Laundry, for said project at a cost not to exceed \$278,568.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That upon receipt of proper invoices or statements approved by the City Manager, the City Treasurer is hereby authorized and directed to pay F&D Inc., dba Comet Cleaners and Laundry, pursuant to the terms of said contract from funds available in the following Fiscal Year 2012 – 2013 budget accounts not to exceed the following amounts:

- General Fund (001) Municipal Court (010) Municipal Court (0010) Laundry and Cleaning (3230).....\$2,000.00
- General Fund (001) Engineering Services (080) Transportation (0085)

- Laundry and Cleaning (3230).....\$4,820.00
- General Fund (001) Police (110) Police Administration (0111) Laundry and Cleaning (3230).....\$42,000.00
- General Fund (001) Fire (115) Fire (0115) Laundry and Cleaning (3230).....\$45,000.00
- Water and Sewer Fund (300) Engineering Services (080) Water and Wastewater (0335) Laundry and Cleaning (3230).....\$13,600.00
- Garage Fund (750) General Services (040) Garage (0752) Laundry and Cleaning (3230).....\$15,000.00

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., 2013, 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

City of Midland - Bid Tabulation

BID # 5843-13 Re-Bid Dry Cleaning & Laundry Service for City of Midland OPENED February 15, 2013 Est. Cost: \$130,000.00			Comet Cleaners 4711 Briarwood Midland, TX 79707 Burt Fischer (432) 557-3419	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
MPD & Municipal Court				
1	7000	Uniform Shirts	4.0000	\$28,000.00
2	5000	Uniform Pants (100% Polyester & Poly/Wool Blends)	4.0000	\$20,000.00
3	100	Uniform "Cargo" Pants (65/35 Poly/Cotton - Laundered)	4.0000	\$400.00
4	125	SWAT Shirts (BDU Shirts, ie: camos, blacks, navy blues)	4.0000	\$500.00
5	250	SWAT Pants (BDU Pants, ie: camos, blacks, navy blues)	4.0000	\$1,000.00
6	25	SWAT Field Jacket	4.0000	\$100.00
7	150	Winter Jackets and Coats	4.0000	\$600.00
8	50	Wind Breakers (embroidered or silkscreened)	4.0000	\$200.00
9	60	Ties	4.0000	\$240.00
10	25	Parade Attire (white gloves, ascots, braids)	4.0000	\$100.00
11	5	Police Cap Tops	4.0000	\$20.00
12	75	Uniform "Cargo" Shorts (also includes bike shorts)	4.0000	\$300.00
13	50	Polo Style Uniform Shirts	4.0000	\$200.00
14	75	T-Shirts (w/printed POLICE logos)	4.0000	\$300.00
15	5	Table Cloths	4.0000	\$20.00
16	6	Judges Robes (Dry Clean)	4.0000	\$24.00

		Plainclothes Men & Women		
17	75	2 Pc. Suits	8.0000	\$600.00
18	1250	Dress Slacks (Dockers, etc.)	4.0000	\$5,000.00
19	1750	Dress Shirts/Blouses	4.0000	\$7,000.00
20	25	Ladies 2 Pc. Pants Suits	4.0000	\$100.00
21	900	Jeans (Wrangler "colored" dress jeans & reg. Denim)	4.0000	\$3,600.00
22	15	Dress Coats	4.0000	\$60.00
23	20	Ladies Skirts	4.0000	\$80.00
24	15	Ladies Dresses	4.0000	\$60.00
		TOTAL COST FOR MPD & COURT		\$68,504.00
		Fire Department		
25	3500	Uniform Pants (100% Polyester), Slacks, Trousers, EMS Pants	4.0000	\$14,000.00
26	125	Winter Jackets	4.0000	\$500.00
27	113	Sport Coats, Blazers, Suit Coats	4.0000	\$452.00
28	13	Dress Uniform Coats	4.0000	\$52.00
29	50	Ties	4.0000	\$200.00
30	12500	Uniform Shirts, Non-Uniform Shirts	4.0000	\$50,000.00
31	1500	Golf Shirts, T-Shirt, Polo Shirts	4.0000	\$6,000.00
32	200	Jeans, Dress Slacks, Dockers, Etc.	4.0000	\$800.00
33	150	Windbreakers	4.0000	\$600.00
34	25	Hoods (Nomex/PBI)	4.0000	\$100.00
35	3000	Uniform Pants - 65/35; Poly/Cotton	4.0000	\$12,000.00

36	1000	EMS Pants - 65/35; Poly/Cotton	4.0000	\$4,000.00
		TOTAL COST FOR MIDLAND FIRE DEPARTMENT		\$88,704.00
		Water & Wastewater Division & Garage Division		
1	12000	Uniform Shirts	4.0000	\$48,000.00
2	12000	Uniform Pants	4.0000	\$48,000.00
3	100	Coveralls	4.0000	\$400.00
		TOTAL COST FOR WATER & WASTEWATER		\$96,400.00
		Garage Division		
1	3120	Uniform Shirts	4.0000	\$12,480.00
2	2060	Uniform Pants	4.0000	\$8,240.00
3	1060	Jeans	4.0000	\$4,240.00
		TOTAL COST FOR GARAGE		\$24,960.00
		Maximum number of garments that will be placed in a single garment bag		
		TOTALS:		\$278,568.00

Bidding Summary:

5 Bid requests were issued.

1 Bids listed above

0 NO BIDS were received.

4 Bidders did not respond.

Dry Clean Super Center, Adcock's Cleaners, Fashion Cleaners, Snowwhite Laundry & Cleaners

DRY CLEANING AND LAUNDRY SERVICE AGREEMENT

#5843-13

THIS AGREEMENT is effective this 27th day of February, 2013, by and between the **CITY OF MIDLAND**, (hereinafter referred to as the "City"), and F & D, Inc. dba Comet Cleaners and Laundry, (hereinafter referred to as the "Contractor").

1 Contractor agrees to provide laundry, dry cleaning and minor repair services, as particularly specified in the specifications attached hereto as Exhibit "B" and incorporated herein by reference for all legal purposes, for the City's Fire Department (hereinafter referred to as "Fire") and Police Department (hereinafter referred to as "Police") and Municipal Court (hereinafter referred to as "Court") and Water & Wastewater Division (hereinafter referred to "Water & Wastewater") and Garage Division (hereinafter referred to "Garage") uniforms. Uniforms, for the purpose of this agreement means regular uniforms as well as clothing worn by Detectives, undercover officers and Judges robes. Minor repairs, for the purpose of this agreement means those repairs listed in section 4 of this agreement. The Contractor shall charge the City for dry cleaning and laundering per item as is detailed in Exhibit "A1" and Exhibit "A2" attached hereto and incorporated herein by reference for all legal purposes. The total amount paid to Contractor over the 2 year term of this agreement should not exceed \$278,568.00.

2 Services provided to the City may be authorized either through the use of City Departmental Purchase Orders, Central Purchase Orders or by Procurement Card. For services rendered that are not paid by Procurement Card, the Contractor shall maintain separate accounts for Fire, Police, Court, Water & Wastewater and Garage uniforms and shall bill the City separately each month. Invoices shall be mailed to the City of Midland, P. O. Box 1152, Midland, TX, 79702, Attention: Fire Department, or Attention: Police Department or Attention: Municipal Court or Attention: Water & Wastewater or Attention Garage, as the case may be. The City shall issue payment within 30 days of receipt of invoice. Each invoice shall list a total price for the month's services for each department. All services provided shall be subject to verification as to quantities and quality delivered as herein provided.

3 The uniforms shall be delivered to the Contractor and picked up from the Contractor by

individual Fire, Police, Court, Water & Wastewater and Garage personnel. The Contractor shall perform all laundry and dry cleaning services within two (2) days of the uniform being deposited with Contractor. Minor repairs shall be completed within the time set out in section 4. The Contractor shall provide a night depository facility for the receipt of uniforms. The night depository facility shall be secure from theft and shall be convenient for use by Police, Fire, Court, Water & Wastewater and Garage personnel.

3.1 If the Contractor has more than one store or drop off location, all such stores or drop off locations shall be available to Fire, Police, Court, Water & Wastewater and Garage personnel for the purpose of dropping off uniforms and Contractor shall not restrict the availability or use of any store or drop off location from being used as a drop off location for uniforms. Additionally, uniforms shall be picked up at the store or drop off location where originally deposited, unless otherwise noted on the charge ticket.

4. At the request of individual Fire, Police, Court, Water & Wastewater and Garage personnel, the Contractor shall provide the following minor repair services on the uniforms at no extra charge:

- Tears or Rips - no more than 6" long
- Worn Spots
- Loose Seams/Hems
- Lost Buttons or Broken Buttons

4.1 A repair of any other description shall not be considered a minor repair and is beyond the scope of this agreement. Minor repairs must be performed at the Contractor's depository facility. Contractor shall complete all minor repairs within two (2) days of the uniforms being deposited with Contractor. The Contractor shall store all uniforms at its depository facility until picked up by the individual Police, Fire, Court, Water & Wastewater and Garage personnel.

5. The Contractor shall perform the highest quality professional work in dry cleaning, laundering and repairing. All laundered shirts must be starched as specified by individual Police, Fire, Court, Water & Wastewater and Garage personnel. Special care must be shown to any item requiring such, such as removing liners from jackets prior to dry cleaning. All uniforms must be returned by the Contractor in a clean, odor free, pressed condition. Contractor agrees to hang only one item per hanger and protected with a garment bag. Contractor agrees to place no more than 5 articles in a single garment bag.

6 **TERM:** The Contractor shall perform all work described in the attached Minimum Functional and Performance Specifications and in any manner described thereon, for a period of two years from the date of execution of this agreement unless sooner terminated as provided in this agreement.

6.1 **Extensions:** In the event that both parties agree, a one year renewal may be made following the original term and one renewal following the first renewal term. The renewal may be approved by the City Manager on behalf of City Council.

6.2 **Default Termination:** Should the Contractor default on any of its obligations hereunder, including its obligation to provide the highest quality dry cleaning, laundering and minor repair services as is required by section 5, the City may cancel this agreement upon giving 30 days written notice to the Contractor. During that 30 day period, should the Contractor remedy its default, then this agreement shall continue in full force and effect. In the event of such termination, all monies due the Contractor from the City shall be retained by the City to the extent necessary to compensate the City for its damages for the Contractor's breach of the agreement. However, any such retention of monies or any term of this paragraph shall not restrict the City from pursuing any other remedy it may have to recover its full damages resulting from a breach of this agreement.

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

7. **Insurance:** The Contractor shall reimburse and hold the City harmless for any damages to or loss of any uniform occurring while in the possession of the Contractor. The Contractor shall carry property damage insurance (Bailee's Insurance) with limits of no less than \$200,000.00. Contractor shall provide an insurance certificate to the City indicating the name of the insurance company providing coverage, the type of coverage and the amount of the insurance carried. The Contractor's insurance shall waive all rights of subrogation in favor of the City.

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

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

b. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER

TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY 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 CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. The waiver of a breach of any term of this agreement shall not operate as a waiver of any subsequent or any other breach of this agreement.

10. The Contractor shall maintain its night depository and cleaning facility within the corporate limits of the City of Midland at 4711 Briarwood, Midland, Texas.

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

12. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS AGREEMENT, 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 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 CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR 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 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 AGREEMENT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

13. RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE,

INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

14. **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 City; 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 City and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City 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 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. Contractor 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 the work is done. The City 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.

15 **Assignment:** Contractor 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.

16. **No 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.

17. **Sovereign Immunity:** By executing this agreement, the City is not waiving its

right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

18. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request 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 City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

20. **Prompt Pay Act** - The City and Contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

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

20. **Termination At Will:** The City may terminate this Agreement 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 Agreement understand and agree that it is in the City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the City. The Contractor has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

By execution of the Agreement, the Contractor hereby represents and warrants to the City of Midland, Texas, the Contractor has read and understood the Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

CONTRACTOR

Authorized Signature

Please Print Signature

CITY OF MIDLAND, TEXAS

By _____
Courtney B. Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Corporate Acknowledgment: Agreement 5843-13

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of F&D, Inc. dba Comet Cleaners and Laundry, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2013.

Notary Public, State of Texas



THE CITY OF MIDLAND

DETAIL SHEET

FOR
Dry Cleaning & Laundry
(EXHIBIT A1)

ITEM	DESCRIPTION	QTY ¹	COST EA	TOTAL
MIDLAND POLICE DEPARTMENT & MUNICIPAL COURT Men & Women				
1	Uniform Shirts	7,000	4 ⁻	28K
2	Uniform Pants (100% Polyester & Poly/Wool Blends)	5,000		20K
3	Uniform "Cargo" Pants (65/35 Poly/Cotton - laundered)	100		400
4	SWAT Shirts (BDU Shirts, ie: camos, blacks, navy blues)	125		500
5	SWAT Pants (BDU Pants, ie: camos, blacks, navy blues)	250		1K
6	SWAT Field Jackets	25		100
7	Winter Jackets and Coats	150		600
8	Wind Breakers (embroidered or silkscreened)	50		200
9	Ties	60		240
10	Parade Attire (white gloves, ascots, braids)	25		100
11	Police Cap Tops	5		20
12	Uniform "Cargo" Shorts (also includes bike shorts)	75		300
13	Polo Style Uniform Shirts	50		200
14	T-Shirts (w/printed POLICE logos)	75		300
15	Table Cloths	5		24
16	Judges Robes (Dry Clean)	6		24
Plainclothes Men & Women				52,004
17	2 pc. Suits	75	8 ⁻	600
18	Dress Slacks (Dockers, etc.)	1,250	4 ⁻	5,000
19	Dress Shirts/Blouses	1,750		7,000
20	Ladies 2 pc. Pants suits	25		200
21	Jeans (Wrangler "colored" dress jeans & reg. Denim)	900		3,600
22	Dress Coats	15		60
23	Ladies Skirts	20		80
24	Ladies Dresses	15		60
TOTAL COST FOR MPD & COURT				68,604
FIRE DEPARTMENT Dry Cleaning				
25	Uniform Pants (100% Polyester), Slacks, Trousers, EMS Pants	3,500	4 ⁻	14,000
26	Winter Jackets	125		500
27	Sport Coats, Blazers, Suit Coats	113		452
28	Dress Uniform Coats	13		52
29	Ties	50		200

Re-Bid 940-2000 Detail.xls

Revised: 1/30/2013

ITEM	DESCRIPTION	QTY ¹	COST EA	TOTAL
MIDLAND POLICE DEPARTMENT & MUNICIPAL COURT Men & Women				
<u>Laundry</u>				
30	Uniform Shirts, Non-Uniform Shirts	12,500	4	50K
31	Golf Shirts, T-Shirt, Polo Shirts	1,500	1	6K
32	Jeans, dress Slacks, Dockers, etc.	200	1	800
33	Wind Breakers	150	1	600
34	Hoods (Nomex/PBI)	25	1	100
35	Uniform Pants - 65/35; Poly/Cotton	3,000	1	12K
36	EMS Pants - 65/35; Poly/Cotton	1,000	1	4K
TOTAL COST FOR MFD				88704
GRAND TOTAL				157308

1 - Quantity is for two years

NOTE: No 100% Silk, Leather, Fur, Fleece or other exotic materials will be submitted for cleaning nor should be accepted by the contractor according to this contract. Any special requests will be the responsibility of the employee unless otherwise specified. If the contractor chooses to clean these items it is his/her responsibility to collect the fees for such from the individual employee.

IV.A.1. Name Of Insurance Company: FARMERS
 2. Type of Coverage Carried: BALLET
 3. Amount of Insurance Carried: 1 mil / per location
 Address of the Night Drop location: 4711 1321 ARMOON
 Addresses of alternate drop locations for daytime drops and pick-ups:
4117 W. WADLEY
4212 W. WADLEY
3108 GUTHRIE

 Maximum number of garments that will be placed in a single garment bag: 5

BIDDERS NOTE:

This detail sheet must be completed and submitted with the bid for the bid to be considered.

BID WAIVERS:

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS AGREEMENT, 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 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 CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS



Vendor Name: _____

THE CITY OF MIDLAND
DETAIL SHEET
FOR
Dry Cleaning and Laundry
(EXHIBIT A2)

WATER AND WASTEWATER DIVISION & GARAGE DIVISION

ITEM	DESCRIPTION	QTY ¹ 2 YEARS	COST EA.	2 YR TOTAL
Water and Wastewater:				
1	Uniform Shirts	12,000	\$ <u>4</u>	\$ <u>4812</u>
2	Uniform Pants	12,000	\$ <u>4</u>	\$ <u>4812</u>
3	Coveralls	100	\$ <u>4</u>	\$ <u>400</u>
Total cost for Water & Wastewater				\$ <u>96,400</u>
Garage Division:				
1	Uniform Shirts	3,120	\$ <u>4</u>	\$ <u>12,480</u>
2	Uniform Pants	2,060	\$ <u>4</u>	\$ <u>8,240</u>
3	Jeans	1,060	\$ <u>4</u>	\$ <u>4,240</u>
Total cost for Garage				\$ <u>24,960</u>

IV.A.1. Name Of Insurance Company: FARMERS

2. Type of Coverage Carried: BAILLE

3. Amount of Insurance Carried: 1 mil per location

Address of the Night Drop location: 4711 BRIDLEWOOD

Addresses for daytime drops and pick-ups:

417 W. WADLEY
4212 WADLEY
3108 CUTHBERT

Maximum number of garments that will be placed in a single garment bag: 5

¹Estimates only

ITEM	DESCRIPTION	QTY ¹	COST EA	TOTAL
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MIDLAND POLICE DEPARTMENT & MUNICIPAL COURT Men & Women

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 AGREEMENT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

<u>740 Inc</u>	<u>2-11-13</u>
Company Name	Date
<u>[Signature]</u>	<u>432 557-3419</u>
Authorized Signature	Phone
<u>Burt A. Fisher</u>	<u>[Signature]</u>
Print Above Name	Fax

Vendor Name:

Comet Cleaners

BIDDERS NOTE:

This detail sheet must be completed and submitted with the bid for the bid to be considered.

BID WAIVERS:

A. **WAIVER OF ATTORNEY FEES:** BY SUBMITTING THIS BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE AGREEMENT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS BID, THE CONSTRUCTION, VALIDITY OR INTERPRETATION OF THE BID DOCUMENTS, OR THE CONSTRUCTION, VALIDITY, INTERPRETATION, AWARD, OR BREACH OF THE 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 BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

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

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

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

Vendor Name: Conor Cleaners

2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE AGREEMENT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR
4. AWARD OF THE AGREEMENT.

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

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

<u>Conor Cleaners</u> Company Name		<u>2-11-13</u> Date
<u>Burt A. Fisher</u> Authorized Signature		<u>432 557 3419</u> Phone
<u>Burt A. Fisher</u> Print Above Name		<u> </u> Fax

CITY OF MIDLAND

SPECIFICATION

940-2001.000

Dry Cleaning

for the Water & Wastewater Division and the Garage Division

Exhibit "B"

1. SCOPE:

Dry cleaning for the Water & Wastewater Division and the Garage Division will be provided in accordance with these specifications and the attached "Dry Cleaning Service Agreement".

2. INTENT:

The City intends to contract the services herein for a two year period with a possibility of two additional one year extensions. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning.

3. VENDOR CONTACT:

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

The City Of Midland

Office of the Purchasing Agent

OR

FAX: (432) 685-0523

P.O. Box 1152

EMAIL: purchasing@midlandtexas.gov

Midland, TX 79702

All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding. If the contract is

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Revised: January 30, 2013

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.

4. REQUIREMENTS

4.1. INSURANCE:

The successful bidder shall have insurance to cover all articles in their possession at all times (See Contract Minimum). Bidder to furnish the following information:

- 4.1.1. NAME OF INSURANCE COMPANY**
- 4.1.2. TYPE OF COVERAGE CARRIED**
- 4.1.3. AMOUNT OF INSURANCE CARRIED**

Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.

4.2. QUANTITIES:

All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.

4.3. CONTRACT PERIOD:

Bids are requested to cover two years dry cleaning service only.

4.4. GARMENTS:

Bids are requested for dry cleaning service for items as shown on the attached detail sheet, EXHIBIT A.

4.5. COSTS:

The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.

4.6. REPAIRS:

- 4.6.1. MINOR REPAIRS** - The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:

- ☐ rips and tears less than 6".
- ☐ worn spots.
- ☐ loose or open seams.
- ☐ lost OR broken buttons.

NOTE: Repairs of any other description shall not be considered a minor repair and is beyond the scope of this agreement and have prior approval of charges by the designated representative before any work is performed.

4.7. SERVICE:

4.7.1. **TURNAROUND** - The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.

4.7.2. **NIGHT DEPOSITORY** - Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Water & Wastewater personnel is mandatory.

4.7.3. MULTIPLE STORES/DROPS:

4.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning, all of the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.

4.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop ticket.

4.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.

4.7.4. **PERSONNEL & EQUIPMENT** - All bidders shall have sufficient employees and equipment (not coin operated machines) to do professional work, this includes starching uniform shirts, repairs and etc.

4.7.4.1. If under *extraordinary circumstances*, clothing has to be cleaned at another location, the clothes shall not be left unattended.

4.7.5. JACKETS:

4.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.

4.7.5.2. These liners are zipped and buttoned-in for easy removal.

4.7.5.3. Bidders should note that these liners must be removed before dry cleaning.

4.8. PACKAGING

4.8.1. Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger.

4.8.1.1. However, more than one article, as may be practical, may be placed in a plastic garment protector bag.

4.8.1.2. ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.

4.9. DOCUMENTATION

The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each bundle.

5. QUALITY ASSURANCE:

5.1. CLEANING FLUIDS

- 5.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.

5.2. CLEANED ARTICLES SHALL BE RENDERED BACTERIA FREE.

5.3. ODORS

- 5.3.1. Cleaned articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.

5.4. UNNECESSARY REPAIRS

- 5.4.1. Any article received without necessary repairs being made shall be rejected and returned for repair. If repairs necessitate dry cleaning, it shall be performed at no additional charge.

5.5. UNRESOLVED PROBLEMS & COMPLAINTS

- 5.5.1. Continued complaints of the above shall be cause for termination of this agreement.

6. AWARD

The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.

NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.



CITY OF MIDLAND

SPECIFICATION

940-2000-00

Laundry & Dry Cleaning for Police & Fire Departments And, Municipal Court Exhibit "B"

1. SCOPE:

Dry cleaning, pressing and laundry service for the Midland Municipal Court, Police and Fire Departments will be provided in accordance with these specifications and the attached "Dry Cleaning and Laundry Service Agreement".

2. INTENT:

The City intends to contract the services herein for a two year period with a possibility of two additional one year extensions. The City desires to have as many locations as possible for personnel to be able to drop off their cleaning and/or laundry.

3. VENDOR CONTACT:

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

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

All vendors on the bid list will then be notified of the questions and presented an answer. Information provided by other City personnel shall not be considered binding.

4. DEFINITIONS

4.1. UNIFORM SHIRTS:

Dark Navy or Light Blue or White long sleeve and short sleeve shirts with shoulder patches. These shirts can have the following fabric contents: Poly/cotton blend, Poly/wool blend, Dacron/Polyester or 100% polyester.

4.2. UNIFORM PANTS:

Dark Navy pants with or without striping. These pants can have the following fabric contents: 100% Polyester, Poly/wool or Poly/cotton blends.

4.3. UNIFORM "CARGO" PANTS:

Dark Navy pants with cargo pockets on sides of pants just above the knee. Fabric content: Poly/cotton blend. These pants should be laundered and starched, NOT DRY

X:\0ProcFid\FY2013\5843-13 45263 Annual Dry Cleaning & Laundry Agreement\940-2000Spec.doc

Revised: January 30, 2013

CLEANED.

4.4. SWAT SHIRTS:

Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These shirts can have the following fabric contents: poly/cotton, cotton ripstop.

4.5. SWAT PANTS:

Black, Navy or Urban Camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style. These pants can have the following fabric contents: poly/cotton, cotton ripstop.

4.6. SWAT FIELD JACKETS:

Black, Navy or Urban camouflage in color with department shoulder patches and/or SWAT patches. BDU or Battle Dress Uniform in style which includes (4) bellowed pockets on the front of the jacket. These jackets can have the following fabric contents: poly/cotton, cotton ripstop.

4.7. WINTER JACKETS/ COATS:

Dark Navy in color. These jackets will have department shoulder patches and the manufacturer will be Blauer, Inc. or Fechheimer for the Police Dept. The Fire Dept has various brands of winter jackets/coats. These jackets/coats will have detachable fur collars and removable liners. These jackets have the following fabric contents: 100% nylon outer shell with removable "thinsulate" liner.

4.8. WIND BREAKERS (embroidered or silk screened for Police):

Dark Navy in color. These jackets will have snap closures in front and will be either embroidered or silk screened with department insignia on sleeves, back and front sides of the jacket. These jackets will also either be lined or unlined. The fabric content can be 100% polyester.

4.9. WIND BREAKERS (silk screened for Fire Department):

Dark Navy with "Fire Dept." screen printed on the backside of the jacket. These will need to be laundered not dry cleaned. The fabric content contains the following: 100% nylon.

4.10. TIES:

Dark Navy in color, or multi colored/multi patterned for "plain clothes" officers. These ties may either be regular or clip on styles. Fabric Contents can consist of 100% polyester.

4.11. PARADE ATTIRE:

These items are used for the Honor Guard. They consist of white cotton or polyester gloves, nylon white braids, cotton or polyester white ascots.

4.12. POLICE CAP TOPS:

Dark Navy or White police cap tops can consist of 100% polyester or 100% wool blends.

- 4.13. **UNIFORM "CARGO" SHORTS:**
Dark Navy in color. The fabric consists of the following: Poly/cotton blend.
- 4.14. **BIKE SHORTS:**
Dark Navy shorts. These shorts have a 100% nylon outer shell with lycra spandex inner short with built-in padding.
- 4.15. **POLO STYLE UNIFORM SHIRTS:**
These shirts will be of various colors, have department insignia embroidered on them and of "pull over" style. These shirts will also include "dress" polo style shirts for "plain clothes" officers. (Sometimes referred to as golf shirts.)
- 4.16. **T-SHIRTS:**
These shirts will be of poly/cotton blend or 100% cotton and have department insignia silk-screened on front and/or back of the shirts.
- 4.17. **2 PC. SUITS:**
These shall consist of a matching men's or ladies dress jacket and dress slacks.
- 4.18. **TABLE CLOTHS:**
These are of various colors and consist of cotton/polyester blends.
- 4.19. **SUIT JACKETS:**
These include sport jackets, dress suit jackets, dress western style jackets and blazers. Fabric contents can include wool blends, cotton/poly blends, polyester, etc. No leather jackets or jackets with leather elbow patches will be accepted.
- 4.20. **DRESS SLACKS:**
These shall include: dress slacks, Levi's Dockers or similar style pants.
- 4.21. **JEANS:**
These shall include Wrangler or other brand name denim jeans in either denim blue or other various colors. Western style in nature. These shall also include ladies Roper brand, Silverlake brand, Rockies brand, etc. The fabric content can contain 100% cotton.
- 4.22. **DRESS SHIRTS/BLOUSES:**
These shall include all men's and ladies dress style shirts and blouses of various colors and styles. The fabric contents can include: Cotton, cotton/poly blends, rayon, dacron blends, etc. All 100% silk, leather, fur or fleece is unacceptable.
- 4.23. **LADIES SKIRTS:**
These include several different styles and fabric contents.
- 4.24. **DRESS COATS/JACKETS:**
These include heavy winter type jackets for wear with plain clothes. The fabric contents are various.
- 4.25. **LADIES DRESSES:**

These shall consist of either one or two piece dresses. No 100% silk items should be accepted.

4.26. EMS PANTS:

These pants are dark navy or black. The fabric contents can include: poly/cotton or cotton.

4.27. HOODS:

These hoods are Nomex or PBI fabric. These will need to be laundered not dry cleaned.

4.28. UNIFORM SHORTS:

These shorts are dark navy or black. The fabric contents can include: poly/cotton or cotton.

5. REQUIREMENTS

5.1. INSURANCE:

The successful bidder shall have insurance to cover all articles in their possession at all times (See Contract Minimum). Bidder to furnish the following information:

5.1.1. NAME OF INSURANCE COMPANY

5.1.2. TYPE OF COVERAGE CARRIED

5.1.3. AMOUNT OF INSURANCE CARRIED

Selected Bidder shall be required to provide an Insurance Certificate prior to execution of the Agreement.

5.2. QUANTITIES:

All quantities shown on the detail sheet are estimates ONLY. Actual quantities will vary.

5.3. CONTRACT PERIOD:

Bids are requested to cover two years dry cleaning and pressing and laundry service.

5.4. GARMENTS:

Bids are requested for dry cleaning and pressing and laundry service for items as shown on the attached detail sheet, EXHIBIT A.

5.5. COSTS:

The bidder shall indicate on the detail sheet the cost of this service for each item for each cleaning. The costs shall include all charges as noted below.

5.6. REPAIRS:

5.6.1. MINOR REPAIRS:

The successful bidder shall at no extra charge do all minor repairs to all uniforms as required to maintain them in a serviceable condition. Such repairs shall include:

- ☐ rips and tears less than 6".
- ☐ worn spots.
- ☐ loose or open seams..

lost OR broken buttons.

NOTE: Repairs of any other description shall not be considered a minor repair, and are beyond the scope of this agreement and shall have prior approval of charges by the designated representative before any work is performed.

5.7. SERVICE:

5.7.1. TURNAROUND:

The successful bidder must be able to provide two-day or less service, except in the case of minor repairs which may be up to two (2) additional days.

5.7.2. NIGHT DEPOSITORY:

Night depository facility is mandatory. A night depository facility, secure from theft, and convenient for use by Police and Fire personnel is mandatory.

5.7.3. MULTIPLE STORES/DROPS:

5.7.3.1. Where the successful bidder has more than one store location taking in Dry cleaning/laundry, all of the stores/drops shall be available for the purpose of dropping off and picking up articles falling within the scope of this bid request and Agreement.

5.7.3.2. Articles shall be picked up at the location where dropped unless otherwise noted on the drop ticket.

5.7.3.3. The successful bidder shall have ample storage space for cleaned uniforms etc., until picked up by City.

5.7.4. PERSONNEL & EQUIPMENT:

All bidders shall have sufficient employees and equipment (not coin operated machines) to do professional work, this includes starching uniform shirts, repairs and etc. Any portion of work that will be sub-contracted shall be noted in the bid. The City reserves the right to approve sub-contractors. Sub-contractors shall supply the City with the same insurance coverages and endorsed as required by the Agreement and specifications herein.

5.7.4.1. If, under *extraordinary circumstances*, clothing has to be cleaned at another location, the clothes shall not be left unattended.

5.7.5. JACKETS:

5.7.5.1. Most jackets have removable liners that must be removed before dry cleaning.

5.7.5.2. These liners are zipped and buttoned-in for easy removal.

5.7.5.3. Bidders should note that these liners must be removed before dry cleaning.

5.7.6. PACKAGING:

Only one pair of pants, one shirt or other article of clothing shall be hung on a single hanger. However, more than one article, as may be practical, may be placed in a plastic garment protector bag.

- ALL ARTICLES SHALL BE DELIVERED IN A PLASTIC GARMENT BAG.
- ALL PANTS SHALL BE DELIVERED ON HANGERS WITH CARDBOARD SLEEVES.

5.7.7. DOCUMENTATION:

The successful bidder will furnish an adding machine tape with each bundle of tickets indicating the dollar amount of each bundle.

6. QUALITY ASSURANCE:

6.1. Odors:

6.1.1. The use of cleaning fluid or material that leaves an unpleasant odor in clothing shall be cause for rejection of cleaned articles and they shall be re-cleaned at no additional charge.

6.1.2. Laundered articles that are picked up which have sour or other unpleasant odors shall be rejected and re-laundered at no additional charge.

6.1.3. Any article received without necessary repairs being made shall be rejected and returned for repair. If repairs necessitate re-laundering, dry cleaning or pressing, it shall be performed at no additional charge.

6.2. Continued complaints of the above shall be cause for termination of this agreement.

NOTE TO ALL BIDDERS: Bidders are responsible for meeting or exceeding the requirements set forth in these specifications and agreement and should bid accordingly.

7. AWARD

7.1. The City and Bidder agree that, if the Agreement is awarded, that 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. Further, City reserves all rights granted by Section 271.027 of the Texas Local Government Code. The City reserves the right to award the bid to the lowest responsible bidder.



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Catherine Clifton, Administrative Services Director

SUBJECT: Consider a resolution authorizing the City Manager to advertise a Request for Qualification (RFQ) for firms to provide professional services (consulting) for a classification and compensation study for the City of Midland.

Purpose:

To advertise a Request for Qualification (RFQ) for firms to provide professional services (consulting) for a classification and compensation study for the City of Midland.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

\$80,000 from the General Fund (unappropriated fund balance).

Discussion:

The City does not have a recent compensation study for all positions. Additionally, the current classification and grading system has components that have been unchanged for more than twenty years. A comprehensive classification and compensation study would provide the City with a contemporary classification and pay structure to ensure consistency and fairness in compensation.

The study would include a benchmarking analysis and salary recommendations for each classification.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ISSUANCE OF A
REQUEST FOR QUALIFICATIONS FOR FIRMS TO
PROVIDE PROFESSIONAL CONSULTING SERVICES
FOR A CLASSIFICATION AND COMPENSATION
STUDY FOR THE CITY OF MIDLAND**

WHEREAS, a request for qualifications has been prepared for firms to provide professional consulting services for a classification and compensation study for the City of Midland; and

WHEREAS, the City Council finds it to be in the public interest to approve such request for qualifications and authorizes 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 qualifications for firms to provide professional consulting services for a classification and compensation study for the City of Midland is hereby approved, said request for qualifications 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 qualifications 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., 2013, 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:

Catherine Clifton, Administrative Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

REQUEST FOR QUALIFICATIONS FOR A PROFESSIONAL CONSULTANT FOR THE CITY OF MIDLAND, TEXAS

CLASSIFICATION AND COMPENSATION STUDY

INTRODUCTION

The City of Midland is seeking to engage a professional consultant for the purposes of:

Conducting a comprehensive Job Classification and Compensation Study.

GENERAL SCOPE OF SERVICES AND TASKS

The selected consultant will be responsible for conducting a comprehensive Job Classification and Compensation Study.

All text and exhibit products shall be computer-based and provided in both hard copy and electronic format compatible with Microsoft Office 2007.

RFQ DUE DATE: 4:00p.m. Tuesday, March 26th, 2013.

Seven (7) copies of the qualifications shall be submitted in accordance with this RFQ. Please mark the package "Request for Qualifications for the City of Midland, Classification and Compensation Study". Submit Package to:

Regina Stephenson
Purchasing
300 N. Loraine St Suite 220
Midland, TX 79701

Final consultant approval will be by the City Council and is subject to budget approval. Consultants may contact Catherine Clifton for additional information at 432.685.7247. All qualifications are considered public records. The Administrative Services Department reserves the right to request additional information from consultants submitting qualifications. If selected, staff will make a recommendation to City Council for approval; additional copies of the qualifications may be required.

INTRODUCTION AND SUMMARY

The City of Midland is seeking to engage a professional consultant for the purpose of conducting a comprehensive Job Classification and Compensation Study. The current classification and compensation plan has been in place for well over a decade, with adjustments last made by the compensation committee in 2008.

Study Schedule

Project participation by the selected consultant is anticipated to begin in April 2013 (pending budget approval and a signed contract). Although the final completion of the project is somewhat dependent upon the interaction with and decision-making speed of the City government, the entire project should be completed no later than June 2013.

GENERAL SCOPE OF SERVICES & TASKS

These tasks will include, but will not be limited to:

- 1) Classification System – for approximately 500 broadband pay plan employees only
 - a) Discuss and finalize plans for studies and coordination of such with City staff, including use of the selected classification system and all forms, questionnaires, and survey instruments to be used;
 - b) Review of job descriptions and specifications for each current position, including updating any and/or all job descriptions to meet FLSA regulations
 - c) Assist the City in determining a relevant job market involved both public and private employers where private sector is an appropriate consideration for the job type. The public and private markets should be shown separately and combined. The relevant market should ensure that unique jobs have a relative benchmark with which to be compared;
 - d) Review and analyze the current structure and practices of job classifications and job descriptions including: providing questionnaires, conducting management and employee interviews, review questionnaire responses with supervisory and management staff, perform job analysis and develop and/or revise job descriptions; and prepare and review draft classification recommendations.
- 2) Compensation System
 - a) Perform a review and analysis of the current structure and practices of total compensation, job classifications and pay grades in the current broadband pay plan:
 - i) Consider and study both internal and external equity;
 - ii) Prepare a customized market survey of salaries of the local, regional, and state municipalities, to include all of the competitive market where the City

- recruits and private employers where appropriate for certain job; classifications; will work with the City in determining the relevant job market.
- iii) Review, analyze and compile survey data of all surveyed jobs in the broadband pay plan as well as unclassified positions;
 - iv) Establish a system for ongoing maintenance of the new (or updated) pay program that is easy for employees to understand and for the City to administer; that effectively balances market and internal equity; that is supported by the classification system; that promotes employee perception of the organizational fairness and equity;
 - v) Establish an equitable and affordable plan for implementation and transitioning employees to new rates of pay as appropriate;
 - vi) Prepare and submit a draft and final report to the Director of Administrative Services.
- b) Sworn Police and Municipal Court and Fire employees (approximately 385 employees)
- i) Conduct a market survey of salaries of selected local, regional, and state municipal police and fire departments;
 - ii) Review, analyze and compile survey data for jobs in the Sworn Police and Municipal Court and Fire pay plans;
 - iii) Review, analyze and make recommendations regarding the Sworn Police and Municipal Court and Fire pay plans.
- c) Assist the City in developing a compensation policy which provides for competitive range progression, competitive variable pay, equitable maintenance of horizontal and vertical pay relationships, and relationship of compensation to performance.

INFORMATION FOR CONSULTANTS

Form of Qualifications

The consultant qualifications shall include the following information:

1. Description of the firm's interest in participating in the project.
2. Names and titles of professionals and support staff that will work on the project, a brief description of previous team experience on this type of project, and copies of their resumes. If the project is to be a joint venture between consulting firms, the qualifications should state so.
3. Work history of the company.
4. A proposed work program and timeline to respond to the scope of work in this RFQ.

- a. The company should provide a scope of work that will include a timeline and detail of the methods, forms, questionnaires and survey instruments to be used.
 - b. The work program should also include a detailed description of the work that will be required of City staff.
5. Unique challenges in completing similar projects and outcomes.
6. Description of up to five projects indicating relevant experience and including a brief description of the project, client and phone number, budget, and role. Please include sample pages, websites, etc. for committee review.
7. Your current project schedule in relation to the time and attention, which you anticipate devoting to this project.
8. Names, addresses, and telephone numbers of references or clients for whom the consultant has recently performed services.
9. List all legal challenges and outcomes for this type of project within the last five (5) years.

Questions Prior to Submission of RFQ

Questions should be addressed to Catherine Clifton, Director of Administrative Services, not later than March 20, 2013.

Evaluation of Qualifications

The following criteria will be considered in evaluating the qualifications and selecting a consultant:

- Firm experience and capability; credentials and experience of staff assigned to the study;
- References and quality of comparable work performed for other public agencies;
- Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs;
- Likelihood of ability to produce a quality analysis in a sixty (60) to ninety (90) day time frame;
- Methodology; and
- Amount of participation by Administrative Services staff.

In addition, the City reserves the right to request additional information from consultants submitting qualifications. All qualifications are considered public records. The City reserves the right to reject any or all qualifications and the right, in its sole discretion, to accept the qualifications it considers most favorable to the City's interest. The City further reserves the right to reject all qualifications and seek new qualifications when such procedure is deemed reasonable and in its best interest.

Weighting Factors

The final overall score will be computed by scoring each factor separately, and multiplying that score by the appropriate weighted percentage, and then adding all of the scores together.

FACTOR	WEIGHT
Firm experience and capability; credentials and experience of staff assigned to the study	20%
References and quality of comparable work performed for other public agencies	20%
Quality and organization of the proposal; tailoring of the proposal to the City of Midland needs	15%
Likelihood of ability to produce a quality analysis in a sixty (60) to ninety (90) day time frame	15%
Methodology	15%
Amount of participation required by Administrative Services staff	15%

Selection of Consultant

The City shall review and interview consultants that meet the criteria explained within this RFQ. Administrative Services shall prepare a short list of consultants and interview those consultants. A firm will be selected for recommendation to the City Council for the purpose of negotiating contracts terms, including a fair and reasonable price. The firm will submit additional hardcopies and digital copies of their qualifications to be forwarded to the City Council.

If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider, and attempt to negotiate with that firm. The City reserves the right to discontinue the process and reopen the process for proposals if an agreement cannot be reached.

Method of Compensation

Upon selection, the consultant will provide the necessary information for a contract to the City. The contract with the consultant is for a not-to-exceed amount for conducting a comprehensive classification and compensation study, with reimbursement upon completion or agreed upon components of work, with a fee schedule for the remainder of the requested services. The Director of Administrative Services and/or her designee will review and approve for payment all invoices submitted by the consultant under the contract.

Liabilities

No costs associated with the presentation of the qualifications, or incurred in any manner by the proposer, may be charged to the City. All responses shall become property of the City and subject to disclosure under the Texas Open Records Law.

INSTRUCTIONS FOR QUALIFICATIONS

1. Qualifications must be submitted to:

Regina Stephenson
Purchasing
300 N Loraine St 2nd Floor
Midland, Texas 79701

2. Seven (7) copies of the qualifications must be received at the above address by 4:00 p.m. on **March 26th, 2013**. The qualifications package should be labeled "Request for Qualifications for the City of Midland, Classification and Compensation Study."
3. Any questions concerning qualifications should be directed to Catherine Clifton, Director of Administrative Services, 432.685.7247.

WAIVER

A. WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR 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 STATEMENT OF QUALIFICATIONS.**
2. **WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.**
3. **ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.**

4. AWARD OF CONTRACT.

By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

B. WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

QUESTIONS REGARDING THIS REQUEST

Questions should be directed to:

Catherine Clifton
Director of Administrative Services
432.685.7247



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Marv Esterly, Director of Airports

SUBJECT: Consider a resolution authorizing the execution of a Land Lease Agreement for Airport Hangar Facility between Patterson Aviation LLC. and the City of Midland, Texas in Section 6, Lot 4B, Block 11, (Lease Tract #8) Midland International Airport, Industrial Park Addition, Midland County, Texas.

Purpose:

Consider a resolution authorizing the execution of a Land Lease Agreement for Airport Hangar Facility between Patterson Aviation LLC. and the City of Midland, Texas in Section 6, Lot 4B, Block 11, (Lease Tract #8) Midland International Airport, Industrial Park Addition, Midland County, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Annual rental of \$5,880.62

Discussion:

Patterson Aviation LLC. is requesting a Land Lease Agreement of Lease Tract #8 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, Patterson Aviation 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 PATTERSON
AVIATION, LLC FOR HANGAR DEVELOPMENT
LOCATED ON A 0.30 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 Patterson Aviation, LLC, to lease land from the City at the Midland International Airport, Industrial Park Addition;

**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 Patterson Aviation, LLC, 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., 2013 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:

Marv Esterly, Director of Airports

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

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

STATE OF TEXAS

COUNTY OF MIDLAND

THIS LEASE AGREEMENT made and effective this 27th day of February, 2013, (the "Commencement Date") by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, (hereinafter referred to as City), and Patterson Aviation, LLC, 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 (\$5,880.62 per year), payable monthly (\$490.05 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 13,068 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 (\$5,880.62). 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 final plans and specifications ("Final Plans") 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 affect 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 during the term of this Agreement 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 coverage A and coverage B 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.

- 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 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:

Mr. Ricky Patterson
Patterson Aviation LLC
P.O. Box 50091
Midland, Texas 79710-0091

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
- 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 _____, 2013.

THE CITY OF MIDLAND, TEXAS

Patterson Aviation, LLC

BY: _____
Courtney Sharp, City Manager

BY: _____
Printed Name: Ricky Patterson
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 Ricky Patterson,
President of Patterson Aviation, LLC, 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 _____, 2013.

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)

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

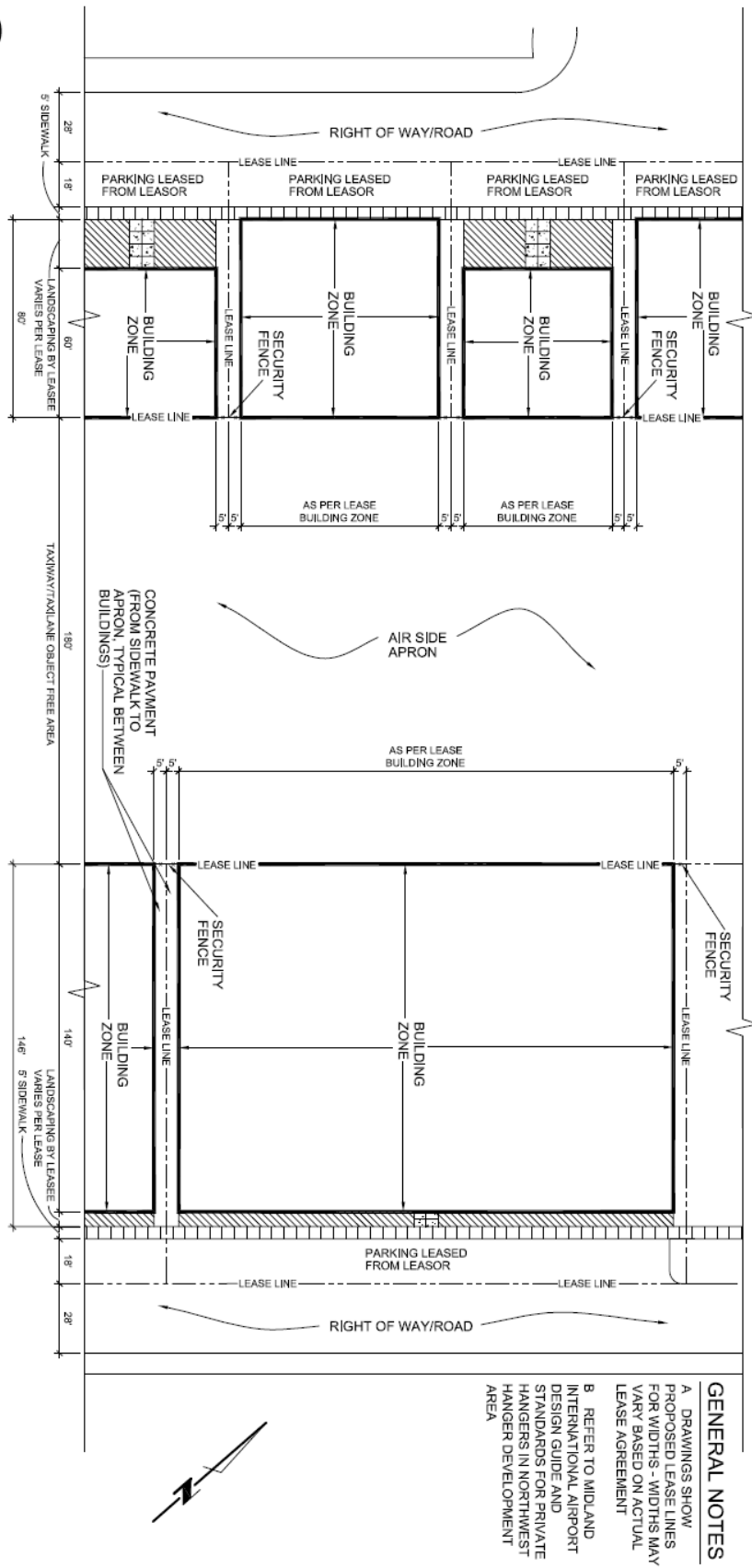
All pavement and parking areas will be installed by Lessor within the front setback of the building. No parking will be allowed on airside of building. No parking will be allowed in side setbacks unless approved by the Director of Airports. Markings and ADA marking signs ramps shall be installed. No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

- DRAWINGS SHOW PROPOSED LEASE LINES FOR WIDTHS - WIDTHS MAY VARY BASED ON ACTUAL LEASE AGREEMENT
- 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"
Date: REV: 11-04-2011
Project No: Sheet: DRAWING 1



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Jim Nichols, Assistant City Manager

SUBJECT: Approve Revised Sublease Agreement for XCOR

Purpose:

Request Council approval of a revised sublease agreement for XCOR.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

There is no fiscal impact to the City associated with this revised sublease

Discussion:

MDC has leased space at the airport from the City. MDC in turn subleased the airport space to XCOR. XCOR now wants to sublease a portion of their space to Trace. XCOR's agreement requires them to obtain approval from the MDC and City before they can sublease any portion of the space. Staff recommends approval of the revised sublease agreement.

RESOLUTION NO. _____

**RESOLUTION APPROVING A SUBLEASE
AGREEMENT BETWEEN XCOR AEROSPACE, INC.
AND TRACE ENGINES, L.P. REGARDING CERTAIN
CITY-OWNED REAL PROPERTY LOCATED IN LOT 1,
BLOCK 13, INDUSTRIAL PARK REGIONAL AIR
TERMINAL, UNIT 12, MIDLAND, MIDLAND COUNTY,
TEXAS**

WHEREAS, the City of Midland previously entered into a lease agreement with the Midland Development Corporation (“MDC”), pursuant to which the MDC leased certain City-owned real property described as Hangars S-11A and S-11B, and Tracts 4-A and 4-B, located in Lot 1, Block 13, Industrial Park Regional Air Terminal, Unit 12, Midland, Midland County, Texas; and

WHEREAS, the City Midland thereafter approved the MDC’s sublease of said property to XCOR Aerospace, Inc.; and

WHEREAS, XCOR Aerospace, Inc. has requested to sublease a portion of said property, generally described as Hangar S-11B, to Trace Engines, L.P.; and

WHEREAS, the City Council finds it to be in the public interest to approve a sublease agreement between XCOR Aerospace, Inc. and Trace Engines, L.P.;

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

THAT the sublease agreement between XCOR Aerospace, Inc. and Trace Engines, L.P. is hereby approved and shall be in a form substantially similar to that of Exhibit “A”, which is attached hereto and incorporated herein for all 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., 2013, 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:

Marv Esterly, Director of Airports

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**SUBLEASE AGREEMENT BETWEEN
XCOR AEROSPACE, INC. AND TRACE ENGINES, INC.**

THIS SUBLEASE AGREEMENT ("Agreement") is made and effective this 14th day of February, 2013, by and between XCOR Aerospace, Inc. ("Lessor" or "XCOR") and Trace Engines, Inc. ("Lessee").

RECITALS

WHEREAS, the City of Midland, Texas ("City") owns and operates Midland International Airport (the "Airport") at which Lessee desires to install engine components on its own and customer aircraft and storage of customer aircraft until service is complete; and

WHEREAS, the XCOR has leased from the Midland Development Corporation (MDC), who in turn has leased the premises from the City, certain existing hangar space and land at the Airport, which is further described herein; and

WHEREAS, the XCOR and Lessee desire to set forth the terms and conditions under which Lessee will sublease part of said existing hangar space from XCOR for purposes of said business;

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

ARTICLE 1. GRANT OF LEASE

1.01 Leased Premises: XCOR agrees to lease to Lessee: Hangar S-11B, in Lot 1, Block 13, Industrial Park Regional Air Terminal, Unit 12, Midland, Midland County, Texas, and being more particularly described on Exhibit "A," attached hereto and incorporated by reference. Hangar S-11B are hereinafter collectively referred to as the "Leased Premises."

1.02 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 "A."

1.03 Acceptance of Leased Premises: Subject to the requirements of Section 6.01, BY EXECUTING THIS AGREEMENT THE LESSEE AGREES AND ACKNOWLEDGES THE LESSEE IS TAKING OR 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 XCOR, THE MDC OR CITY THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. THE LESSEE ACKNOWLEDGES, BY EXECUTING THIS AGREEMENT, THAT LESSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY XCOR, THE MDC OR CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON LESSEE'S EXAMINATION OF THE LEASED PREMISES. LESSEE ALSO RECOGNIZES

BY EXECUTING THIS AGREEMENT, THAT THE LESSEE IS AGREEING TO ACCEPT 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. XCOR, THE MDC AND THE CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. 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, EXCLUDING EXPRESS OR IMPLIED WARRANTIES.

ARTICLE 2. TERM OF AGREEMENT

2.01 Lease Term: The term of this Agreement shall commence on January 1, 2013, and terminate on April 30, 2013, (“the Lease Term”) unless terminated earlier pursuant to the provisions of this Agreement. The Lease Term may be extended month to month with the mutual agreement of the parties.

ARTICLE 3. RENT

3.01 Amount of Base Rent: Beginning in January 2013 and continuing through the Lease Term, each month by 1st of said month, Lessee agrees to pay monthly rent to XCOR and the MDC for the Leased Premises in the amount of \$2200.00, with half being paid to XCOR and half being paid to the MDC (\$1100 each per month).

3.02 Delivery of Rent: All payments required of Lessee by this Agreement shall be delivered by mail, or in person, to XCOR at PO Box 1163, Mohave, CA 93502 and to the Midland Development Corporation, 109 N. Main Street, Midland, Texas 79701, or to such other location as specified in writing by XCOR or the MDC from time to time, no later than the date such payment is due, unless such due date falls on a Saturday, Sunday, or City holiday, in which case such rent shall be due on the first business day following the date such payment is due.

ARTICLE 4. USE OF LEASED PREMISES

4.01 Permitted Uses: Lessee shall be permitted to use the Leased Premises for the purpose of conducting for-profit commercial aeronautical services or activities consisting of any or all of the following operations and no others:

- (a) Operation of hangar for the purpose of installing engine components on its own or customer aircraft and storage of customer aircraft until service is complete activities;
- (b) Repair and maintenance service for power plants installed by the Lessee along with related equipment;
- (c) Storage of such equipment and apparatus as may be incidental and/or necessary to Lessee's operations, including motor vehicles operated and/or owned by Lessee; and

(d) Such other uses as may be permitted in writing by XCOR, the MDC and City of Midland.

4.02 **Prohibited Uses:** Lessee agrees at all times to comply with the following:

(a) Lessee shall at no time use, or permit the use of, the Leased Premises in a manner that is contrary to applicable federal, state, or local laws, ordinances, rules, or regulations, which shall include, but not be limited to, applicable Federal Aviation Administration (“FAA”) rules and regulations and applicable regulations for the use of the Airport as may from time to time be promulgated by the City;

(b) Lessee shall not permit any permanent, unshielded light or illumination source to cause glare as viewed from any street, adjacent properties or operating aircraft;

(c) Lessee shall not cause or permit the burial of storage above ground on the Leased Premises of any hazardous waste or materials, as defined by federal or state law, except in accordance with applicable federal, state, or local laws, ordinances, regulations and rules, as may be adopted or amended from time to time;

(d) Lessee shall not cause or permit any use or activity on the Leased Premises which would create a hazardous condition for aircraft operating at the Airport;

(e) Lessee shall not allow the Leased Premises to be used for parking of motor vehicles, motorcycles, or motor driven equipment by anyone other than customers, employees, or contractors of Lessee except as may be authorized by the Director of Airports, with all such parking being limited to areas designated by the Department of Airports for such parking. Lessee shall not be in default for the improper parking of vehicles over which neither Lessee nor any of its subtenants, customers, employees, or contractors have any control; and

(f) Lessee shall not operate, nor permit the operation of, a car rental business from the Leased Premises, unless the Lessee or the operator of said car rental business has executed a car rental concession or permit agreement with the City; and

(g) Lessee shall not allow scheduled airline passenger operations to be conducted on the Leased Premises.

4.03 **Compliance with Minimum Standards:** All activities conducted upon the Leased Premises, Lessee, shall be in substantial conformance with the City’s Minimum Standards for Aeronautical Activities; as such standards exist or may be duly amended from time to time by the City Council to the extent that such Minimum Standards may apply to Lessee’s operations. XCOR agrees to provide Lessee with written notice not later than 30 days prior to adoption of substantive changes to the Minimum Standards for Aeronautical Activities which would apply to Lessee’s operations, should XCOR be notified of such changes by the MDC.

4.04 **Non-exclusive Uses:** Lessee understands and acknowledged that, as to that part of the Airport not included within the Leased Premises, the allowable uses permitted herein are on a

non-exclusive basis with respect to other potential providers of aeronautical services at the Airport.

ARTICLE 5. OBLIGATIONS OF LESSEE WITH REGARD TO CONSTRUCTION OF IMPROVEMENTS

5.01 Approval of Plans Not Assurance of Design Quality: The approval by XCOR, the MDC and the Director of Airports of any plans and specifications applies only to the conformity of such plans to the general architectural and operational plan for the Leased Premises and the Airport. The approval of XCOR, the MDC and the Director of Airports does not constitute approval of the quality of the architectural or engineering work performed. Neither XCOR, the MDC, City nor the Director of Airports assumes any liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications. Construction of any contemplated improvements shall be in accordance with the plans presented to and approved by the MDC and the Director of Airports. All construction work shall be subject to inspection by a representative employed by the City or an inspector from the Code Enforcement Division of the City, or both, to determine that such work conforms to the plans and specifications approved by the MDC and the City.

5.02 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 XCOR, THE MDC AND THE CITY AS ADDITIONAL INSURED AND CO-PAYEES AND PROVIDE FOR A WAIVER OF SUBROGATION IN FAVOR OF XCOR, THE MDC AND 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 Ch. 2253, as amended. 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.

5.03 Compliance with Building Codes and Federal Standards: All improvements made to the Leased Premises by Lessee shall comply with all applicable City Building Codes and federal standards for construction of airport improvements in effect at the time construction commences as well as all other applicable federal aviation regulations, if any.

5.04 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.

5.05 Ownership of Buildings, Improvements and Fixtures: Any and all buildings, improvements (including, but not limited to all aprons, taxiways and roadways), additions, alterations, and fixtures existing on the Commencement Date or constructed or placed on any part of the Leased Premises during the Lease Term by City, MDC, XCOR or Lessee shall be considered part of the real property of the Leased Premises, shall remain on the Leased Premises, and shall not be removed by Lessee or any sub lessee without the written consent of XCOR, the City and the MDC. All improvements, additions, alterations, and fixtures on the Leased Premises shall become the sole property of the City upon termination of this Agreement without compensation to Lessee, it being understood and agreed by Lessee that the improvements located on the Leased Premises at the end of the Lease Term are additional consideration for this Agreement. Notwithstanding the above, Lessee shall have the right at any time during Lessee's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, equipment, but not fixtures owned or placed by Lessee, in, under, or on the Leased Premises; provided, however, prior to the termination of the Lease Term, Lessee shall repair any damage to any buildings or improvements on the Leased Premises resulting from their removal. Any such personal property items which are not removed within sixty (60) days after the termination date of this Agreement shall become the property of City as of that date.

ARTICLE 6. REPAIRS, MAINTENANCE AND RESTORATION

6.01 Maintenance by Lessee: Lessee shall, at Lessee's sole expense, keep the Leased Premises and all improvements of any kind, which may be existing at the commencement of the Lease Term in good repair, condition and appearance. Lessee specifically acknowledges its obligations, at its sole expense, to keep in good repair, condition and appearance the foundation, roof, exterior walls and structural portions of the interior walls of the hangars located on the Leased Premises. Lessee shall keep mowed and in a sightly condition all landscaping and grass areas within the Lease Premises. XCOR and MDC shall be the sole judge of the quality of Lessee's maintenance; provided, however, XCOR and MDC shall not unreasonably withhold acceptance of said repairs or maintenance. Upon written notice by XCOR to Lessee, Lessee shall be required to perform such reasonable maintenance under this Section 6.01, as XCOR and MDC considers necessary. If Lessee does not undertake such maintenance within ten (10) days after receipt of written notice, XCOR shall have the right to enter on the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by Lessee. Other items of maintenance for which Lessee shall be solely responsible shall include, but not be limited to, the following:

- (a) Janitorial services, providing janitorial supplies, window washing, rubbish and trash removal;
- (b) Supply and replacement of light bulbs in and on all buildings (except lighting removed for causing obstructions or glare);
- (c) Replacement of cracked or broken glass in all buildings;
- (d) Cleaning of interior stoppages in interior plumbing fixtures and drain lines up to the first manhole or clean out outside of the exterior of the building where the stoppage occurred;
- (e) Replacement of floor covering;

- (f) Maintenance of all doors and door operating systems, including weather stripping and glass replacement;
- (g) Painting, repairing and replacement of interior walls not resulting from structural failure;
- (h) Landscaping and grass cutting services within the Leased Premises, including, but not limited to, repair or replacement of exterior building flood lights and planter lights;
- (i) Repair or replacement of heating, air conditioning, ventilation, electrical, plumbing, or mechanical systems, or their respective components; and
- (j) Maintenance of all aprons, ramps, and roadways that are constructed by Lessee.

Subject to the provisions of Section 5.05, on the last day of the term hereof, or on any earlier termination, Lessee shall surrender the Leased Premises to XCOR in the same condition as received, except for fire and casualty, ordinary wear and tear, clean and free of debris.

6.02 Trash and Waste Removal: Lessee agrees to cause to be removed from the Leased Premises, at its own expense, all waste, garbage and rubbish, and agrees not to deposit same on the Leased Premises except temporarily in waste or garbage containers provided by Lessee at Lessee's expense. Lessee further agrees that Lessee will store all parts, supplies, and other materials on the interior of buildings located on the Leased Premises, provided, however, that any parts or supplies which must be kept outside because of volatility of the supply item or the size of the part will be kept out of view of the public traveling on public rights of way or other surrounding tenants by installation of fencing or other means of screening approved by XCOR, the MDC and the Director of Airports.

ARTICLE 7. ACCESS TO AND USE OF AIRPORT

7.01 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, XCOR shall not be in default of this Agreement if access is interrupted.

7.02 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 and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

7.03 Vehicular Operations on the Airfield: No vehicles of Lessee, its employees, customers or invitees will be allowed to operate on, or cross, the runways and taxiways 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.

7.04 Airport Security Rules and Regulations: Lessee, its directors, officers, employees, 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.

7.05 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 Leased Premises.

7.06 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 and cut the offending tree at Lessee's expense.

7.07 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.

7.08 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.

ARTICLE 8. INSURANCE AND INDEMNITY

8.01 Lessee's Minimum Insurance Amounts: Lessee shall obtain and maintain continuously in effect at all times during the Lease Term, at Lessee's sole expense, at least the following minimum insurance with a carrier or carriers licensed to do business in the State of Texas and satisfactory to XCOR, the City and the MDC:

(a) Property and Casualty Insurance insuring against loss or damage to Lessee's improvements and any and all property being maintained or repaired by Lessee due to fire, lightning and all other perils included in standard extended coverage policies, and vandalism and malicious mischief, all in amounts of not less than one-hundred percent (100%) of replacement value;

(b) Commercial General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Leased Premises, or any other portion of the Airport, in at

least the amount of \$10,000,000.00 per individual, \$10,000,000.00 per occurrence and \$10,000,000.00 with respect to property, and the statutory limits with respect to worker's compensation.

8.02 Lessee's Coverage Primary: All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which the Lessee may carry. Insurance provided pursuant to Section 8.01 shall name XCOR, the MDC and the City as additional insureds or loss payees as the case may be and provide for a waiver of subrogation in favor of XCOR, the MDC and the City. The comprehensive general liability policy as provided in Paragraph 8.01(b) shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by Lessee under this Agreement. The Lessee's insurance policies as required by this Agreement shall apply separately to XCOR, the MDC and City as if separate policies had been issued to Lessee and XCOR and MDC and City.

8.03 Contents of General Liability Policy: Lessee's Comprehensive General Liability policy shall protect XCOR, the MDC, the City and Lessee against any and all liability to any person or persons whose property damage or personal injury arises out of or is in connection with the occupation, use, or condition of the Leased Premises or resulting from any injury or damage occurring on or about the roads, driveways or other public areas of the Leased Premises used by Lessees, its trustees, officers, employees, students, invitees, and contractors at the Airport, whether or not such damage or injury is the result of negligence of the Lessee or its officers, employees, representatives, invitees, licensees, contractors, agents, guests, or students.

8.04 Cancellation: Certificates of Insurance: Lessee's insurance as required by this Agreement shall not be subject to cancellation or material alteration until at least thirty (30) days written notice has been provided to XCOR. Lessee shall furnish to XCOR, one week after signature of this Agreement, and annually thereafter, (should the lease go beyond twelve months), Certificates of Insurance showing XCOR, MDC and City as additional insureds and evidencing that all of the herein-stated requirements have been met.

8.05 MDC's and XCOR's Right to Purchase Insurance: In the event such insurance as required by Section 8.01, above, shall lapse, XCOR and the MDC reserves the right to obtain such insurance at Lessee's expense. Upon demand from XCOR or MDC, Lessee shall reimburse the appropriate party for the full amount of the premium paid on Lessee's behalf.

8.06 Reserved.

8.07 Indemnity: LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND XCOR, MDC AND CITY AND ALL OF XCOR'S, MDC'S AND CITY'S OFFICERS, DIRECTORS 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 XCOR, MDC or City or any of XCOR's, MDC's or City's officers, directors, agents or employees, including reasonable attorney's fees.

ARTICLE 9. UTILITIES

Lessee shall be solely responsible for the payment of all electric, telephone, water, refuse, natural gas and other public utility services used on the Leased Premises.

ARTICLE 10. SIGNS

10.01 Consent Required: Except with the prior written consent of the Director of Airports, which shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at, or on, the exterior part of structures on the Leased Premises, or inside any buildings located on the Leased Premises so as to be visible through the window or exterior doors thereof.

10.02 Removal on Termination: Upon the termination of this Agreement, Lessee shall remove, obliterate or paint out, as XCOR or the MDC may direct, any and all signs and advertising on the Leased Premises or elsewhere at the Airport, and in connection therewith shall restore the Leased Premises to the same condition as prior to the placement of any such signs or advertising. In the event that there is a failure by Lessee to so remove, obliterate or paint out each and every sign or advertising and so to restore the Leased Premises, XCOR or the MDC may, at its option, perform the necessary work at the expense of Lessee, and the charge therefor shall be paid by Lessee to XCOR or the MDC, as appropriate, on demand. In certain circumstances, XCOR or the MDC may elect to allow specific signs to remain as existing at the termination of this Agreement. Such signs shall be identified and agreed upon mutually, in writing, by Lessee, XCOR and MDC.

ARTICLE 11. SUBLEASING

At no time shall Lessee sublease any portion of the Leased Premises.

ARTICLE 12. TAX LIENS

Lessee shall be solely responsible for the collection and payment of all applicable federal, state, and local taxes, including, but not limited to, sales, use, amusement, or excise tax required to be collected and paid over by Lessee to the appropriate taxing authority. Furthermore, Lessee shall be responsible for the payment of any applicable ad valorem taxes and any taxes on Lessee's personal property located on the Leased Premises. Lessee shall at no time permit the foreclosure of any tax liens to Lessee's leasehold interest in the Leased Premises or the buildings, fixtures, or other improvements located on the Leased Premises. The XCOR or MDC shall have the right to pay such taxes due after Lessee's refusal to pay such taxes, and upon demand Lessee shall reimburse the XCOR or MDC, as appropriate, for the amount of taxes paid plus any penalties, interests, and attorney's fees incurred, subject to Lessee's right to challenge the validity of such taxes in whole or in part. In the event that Lessee is successful in any challenge regarding the payment of any tax, XCOR and the MDC shall be subrogated to any recovery obtained by

Lessee to the extent of the amount of taxes, interests, penalties, and attorneys fees previously paid by XCOR and/or the MDC and not already reimbursed by Lessee.

ARTICLE 13. DEFAULT AND REMEDIES

13.01 Default by Lessee: The following shall be deemed to be events of default by Lessee under this Agreement:

- (a) Lessee shall fail to pay when due any installment of rent or any other payment required pursuant to this Agreement;
- (b) Lessee shall abandon any substantial portion of the Leased Premises;
- (c) Lessee or any guarantor of Lessee's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee or any guarantor of Lessee's obligations hereunder;
- (d) Lessee or any guarantor of Lessee's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;
- (e) Lessee shall do or permit to be done any act which results in a lien being filed against the Leased Premises;
- (f) The liquidation, termination, dissolution of Lessee or any guarantor of Lessee's obligations hereunder; or
- (g) Lessee shall be in noncompliance with any other term, provision or covenant of this Agreement, other than those specified in subparts (a) through (f) above.

13.02 Abandonment of Business by Lessee: Lessee further agrees that the abandonment for a period of thirty (30) days by Lessee of the conduct of its business activities at the Airport shall terminate Lessee's rights under this Agreement. By so terminating this Agreement, XCOR does not waive any other claim or rights against Lessee. For the purposes of this paragraph, the term "abandonment" shall mean the failure of Lessee to be open for business on the Leased Premises except in the case of war, strike, catastrophe or causes beyond Lessee's control.

13.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to XCOR or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle XCOR and Lessee to exercise

any remedy reserved to it in this section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

13.04 No Waiver of Breach: XCOR's failure or delay in declaring the existence of an event of default by Lessee shall not be construed as a waiver thereof, nor shall it be construed so as to waive or to lessen the right of the XCOR to insist upon the performance by Lessee of any term, covenant or condition hereof, or to exercise any rights given it on account of any such event of default. A waiver of any particular event of default shall not be deemed to be a waiver of the same, similar of any other subsequent event of default.

13.05 Expeditious Action: Notwithstanding any provision as to notice in this Agreement herein contained, if in XCOR's reasonable judgment the continuance of any event of default by Lessee for the full period of the notice to cure the event of default will jeopardize the operation of the Airport or the rights of the XCOR or the other Airport tenants, XCOR may, without notice, elect to perform those acts in respect to which Lessee is in default. Lessee shall reimburse XCOR for any reasonable and necessary costs incurred by the XCOR pursuant to this Section 13.05.

ARTICLE 14. TERMINATION BY LESSEE

14.01 Except for the payment by Lessee to XCOR and MDC of rents or other amounts past due accrued but not yet due, Lessee shall have the right to terminate this Agreement in its entirety, and all rights and obligations ensuing therefrom immediately upon the occurrence of the following:

- (a) The issuance of any order, rule or regulation of the Federal Aviation Administration, or its successor federal agency, or other competent government authority, federal or state, or the issuance and execution of any judicial process by any court of competent jurisdiction, materially restricting for a period of at least sixty (60) days, the use of the Airport for aeronautical purposes; provided that none of the foregoing is due to any fault of Lessee; or
- (b) The material restriction of the City's operation of the Airport by action of the federal government, or any department or agency thereof, under its wartime or emergency powers, and the continuance thereof for a period of not less than sixty (60) days; provided, however, that without prejudice to the rights of Lessee to terminate as above provided, XCOR, the MDC and Lessee may mutually agree to adjust fees and charges; or
- (c) Material restriction of the operation of the Airport arising from City's failure to maintain and keep in repair the landing area of the Airport.

14.02 If Lessee terminates this Agreement for any of the reasons set forth in (a) through (c) of Article 14, XCOR shall promptly repay Lessee any rent previously paid by Lessee attributable to the period following the date of such termination.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.01 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.

15.02 Force Majeure: Neither XCOR 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, 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.

15.03 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 XCOR (or the city or the MDC); 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 XCOR and Lessee, its officers, directors, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between XCOR and Lessee. No person performing any of the work and services described hereunder shall be considered an officer, director, agent, servant or employee of XCOR. 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 the rights, obligations and liabilities, applicable to it as such independent contractor hereunder and any provisions in this Agreement which may appear to give XCOR the right to direct Lessee 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 Lessee shall follow the desires of XCOR in the results of the work only. XCOR does not have the power to direct the order in which the work is done. XCOR shall not have the right to control the means, methods or details of the Lessee’s work.

15.04 Inspection by XCOR (or MDC): XCOR or MDC may enter upon the Leased Premises at any reasonable time for any purpose necessary, incidental to or connected with the performance of XCOR’s or MDC’s obligations hereunder, or in the exercise of its governmental functions, for fire protection or security purposes, or for inspecting or maintaining the Leased Premises, or doing any and all things XCOR or MDC is obligated to do, or which may be deemed by XCOR or MDC necessary or desirable for the proper conduct and operation of the Airport or the protection of XCOR’s or MDC’s interests.

15.05 On-Site Representatives: Lessee shall select and appoint a representative or representatives for its operations at the Airport. The representatives shall be qualified and experienced, and vested with the full power and authority to act in the name of the Lessee with respect to the method, manner and conduct of the operation of Lessee to be performed under this Agreement.

15.06 Conformance with Rules and Regulations: The use of the Airport by Lessee shall be subject to any and all rules, regulations and ordinances which are now in force or which may be hereafter adopted by the City with respect to the operation and use of the Airport, but no such rules, regulations, or ordinances shall increase the payable by Lessee under this Agreement or otherwise materially and adversely affect Lessee's tenure of the Leased Premises under this Lease. Furthermore, this Agreement and Lessee's use of the Airport shall be subject to any and all applicable laws, ordinances, resolutions, statutes, rules, regulations or orders of any federal, state or local governmental authority lawfully exercising jurisdiction over the Airport or the activities and business operations of Lessee, including any limitations, restrictions or prohibitions affecting the aviation activities or operations of Lessee.

15.07 Licenses and Permits: Lessee hereby agrees that it shall, at its own expense and cost, procure and obtain all lawfully required licenses and permits, certificates and other authorizations required by any governmental authority, in connection with or covering the operations or activities permitted to be performed by it under the provisions of this Agreement.

15.08 Notices: Notices provided for in this Agreement shall be either hand delivered or sent by certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to MDC:

Executive Director
Midland Development Corporation
109 N. Main St.
Midland, Texas 79701

With Copy To:
City Manager
P. O. Box 1152
300 North Loraine
Midland, Texas 79702

If to XCOR:
XCOR Aerospace, Inc.
Attn: Andrew Nelson (cc Randy Baker)
Chief Operating Officer
P.O. Box 1163
Mojave, California

If to Lessee:

Trace Engines, Inc.
Attn: INSERT NAME
INSERT TITLE
INSERT ADDRESS

The parties may change the representative or address for delivery of notices from time to time by sending written notices to the other party. All notices shall be in writing and effective only upon actual receipt.

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

15.10 Severability: If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provisions were not included herein.

15.11 Captions: Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits or describes the scope or intent to any provision herein.

15.12 Use of Language: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

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

15.14 Development of the Airport: The parties understand and agree future development, changes, alterations, modifications or improvement to the Airport are in the sole discretion of the City, subject only to such notification to Lessee that the Federal Aviation Administration may dictate

15.15 Subordination to Other Agreements: This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between XCOR, the MDC and the City relative to the Leased Premises, including the lease agreement between XCOR and the MDC and the agreement between the MDC and the City regarding the Leased Premises, which is attached hereto and incorporated herein as Exhibit "B"; and the City and the United States, relative to the development, operation or maintenance of the Airport.

15.16 No Exclusivity on Aeronautical Services: Nothing herein contained shall be construed to grant or authorize the granting of the exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended.

15.17 Discrimination Prohibited: The Lessee, for itself, its trustees, officers, legal representatives, successors-in-interest and assigns, as a part of the consideration hereof, agrees (1) that no person on the grounds of race, color, sex, national origin, veteran status or disability

shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, national origin, or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises and the Airport in compliance with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the MDC shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and the improvements thereon, and hold the same as if said Agreement were terminated by its own term pursuant to Section 2.01 above.

15.18 Affirmative Action Program: Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, sex or disability be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Agreement.

15.19 Entire Agreement: This Agreement embodies the entire agreement between XCOR 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 XCOR and Lessee. The parties agree that no representations or warranties shall be binding upon either party unless expressed in writing in the aforesaid Agreement.

15.20 Reserved.

15.21 Third-Party Beneficiary: XCOR'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.

15.22 Notice of Alleged Breach: 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 its legal representative, shall give XCOR, notice in writing of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. This notice shall also be provided to the City and MDC. 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 XCOR within the time and manner provided herein shall exonerate, excuse and except XCOR from any liability whatsoever. XCOR

is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. XCOR 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 MDC has actual or constructive notice or knowledge of said claim or alleged damages. Lessee agrees that the requirements of this entire agreement are reasonable.

15.23 Release: LESSEE HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES XCOR, THE CITY, AND MDC, XCOR'S, THE CITY'S AND MDC'S EMPLOYEES AND OFFICERS AND DIRECTORS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LESSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR XCOR'S, THE CITY'S, OR MDC'S NEGLIGENCE.

15.24 Waiver of Attorney Fees:

BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST XCOR, THE MDC, OR THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. 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. LESSEE FURTHER ACKNOWLEDGES AND

AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN XCOR, THE MDC, OR THE CITY AND LESSEE.

Lessee and XCOR agree that this is the intentional relinquishment of a presently existing known right. Each party acknowledges that it understands all terms and conditions of the Agreement.

By execution of the Agreement, Lessee hereby represents and warrants to the XCOR that Lessee has read and understood the Agreement.

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

XCOR AEROSPACE, INC.

Andrew Nelson, Chief Operating Officer

TRACE ENGINES, INC.

name, title

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, _____, a notary public, on this day personally appeared _____, of XCOR AEROSPACE, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 2013.

Notary Public, in and for
the State of _____



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Tina Jauz / Community Services Director

SUBJECT: Consider a resolution approving the City of Midland as a sponsor to the annual United Blood Services Bloodgusher Run to take place at the Scharbauer Sports Complex

Purpose:

Consider a resolution approving the City of Midland as a sponsor to the annual United Blood Services Bloodgusher Run to take place at the Scharbauer Sports Complex.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Waiver of \$500.00 rental fee.

Discussion:

United Blood Services will hold their annual run on March 30, 2013. They are seeking sponsorship from the city in the form of waived rental fees at the Scharbauer Sports Complex. In an effort to increase revenues and maximize staff time, the Community Services Department has worked to limit the amount of city sponsored events to one in the fall (Race for Wishes) and one in the spring (Bloodgusher). The city has partnered with both of these events for a number of years.

UBS has submitted an insurance certificate as part of the rental agreement at the SSC. They are also in the process of being permitted, as required, through the city.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE CITY OF MIDLAND
AS A SPONSOR FOR THE ANNUAL UNITED BLOOD
SERVICES BLOODGUSHER RUN TO TAKE PLACE AT
THE SCHARBAUER SPORTS COMPLEX**

WHEREAS, the City Council of the City of Midland, Texas finds it to be in the public interest to approve the City of Midland as a sponsor to the annual United Blood Services Bloodgusher Run; and

WHEREAS, the run will take place on March 30, 2013 at the Scharbauer Sports Complex; and

WHEREAS, United Blood Services is seeking sponsorship from the City in the form of waived rental fees at the Scharbauer Sports Complex;

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

SECTION ONE. That the City of Midland is a sponsor of United Blood Services annual Bloodgusher Run to be held at the Scharbauer Sports Complex on March 30, 2013.

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., 2013, 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:

Tina Jauz, Community Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
jnichols
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Bill Hodge, GIS Manager

SUBJECT: Consider a resolution approving a right-of-way license with Atlas Pipeline Mid-Continent WestTex LLC, in Block 37, Sections 4, 9, 16, 21, T3S, Midland County, TX. This right-of-way license is proposed for a new 16" steel petroleum pipeline laid alongside to an existing Atlas pipeline in an area on the City's Spraberry Effluent Farm.

Purpose:

Consider a resolution approving a right-of-way license with Atlas Pipeline Mid-Continent WestTex LLC, in Block 37, Sections 4, 9, 16, 21, T3S, Midland County, TX. This right-of-way license is proposed for a new 16" steel petroleum pipeline laid alongside to an existing Atlas pipeline in an area on the City's Spraberry Effluent Farm.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Annual lease rate: \$ 20/rod for 1,355.75 rods (surface measurement) = \$ 27,115 annual revenue to the City, and \$ 135,575 total revenue for the first full five year period of the contract.

The lease rate for the second year will be negotiated before the end of the first five (5) year period, but will be capped at no more than a 25% increase.

Discussion:

This right-of-way license is proposed as a contract with an initial five (5) year agreement, with a second additional five (5) years available upon written request.

The easement will be a 60 feet construction width, reduced to 30 feet total after construction; the pipeline will be centered in the 30 feet.. The pipeline will be buried to provide a minimum of 36 inches of cover to natural ground.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
RIGHT-OF-WAY LICENSE WITH ATLAS MID-
CONTINENT PIPELINE WESTTEX LLC FOR THE
INSTALLATION, OPERATION AND MAINTENANCE
OF AN OIL AND GAS PIPELINE TO BE
CONSTRUCTED ACROSS CITY PROPERTY LOCATED
IN SECTIONS 4, 9, 16 AND 21, BLOCK 37, T-3-S, T&P RR
CO. SURVEY, MIDLAND COUNTY, TEXAS**

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a right-of-way license with Atlas Mid-Continent Pipeline WestTex LLC for the installation, operation and maintenance of an oil and gas pipeline to be constructed across City property located in Sections 4, 9, 16 and 21, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas;

**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, a right-of-way license with Atlas Mid-Continent Pipeline WestTex LLC for the installation, operation and maintenance of an oil and gas pipeline to be constructed across City property located in Sections 4, 9, 16 and 21, Block 37, T-3-S, T&P RR. CO. Survey, Midland County, Texas. Said license shall be in a form substantially similar to that of Exhibit "A", which is attached hereto and incorporated herein for all 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., 2013, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS CONTENT
AND COMPLETENESS:

David Beard, City Engineer

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

RIGHT-OF-WAY LICENSE

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

THIS Right-of-Way License Agreement (“Agreement”) is made and effective this 27th day of February, 2013, by and between the City of Midland, Texas (“Licensor”), a home-rule municipal corporation, and Atlas Pipeline Mid-Continent WestTex LLC (“Licensee”).

WHEREAS, Licensee desires use of property owned by the Licensor in Midland County, Texas, outside the corporate limits of the City of Midland, Texas, for the purposes set forth below; and

WHEREAS, it is the position of the Licensor that Licensee must obtain a license in order to use the public lands;

NOW, THEREFORE, 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:

I. Term

1. This Agreement shall be for a term of five (5) years (“Initial Term”), unless terminated earlier as provided hereafter, commencing with the date of this Agreement. This Agreement may be renewed at the end of the Initial Term for one (1) additional term of five (5) years (“Renewal Term”), upon the written request of Licensee received by Licensor on or before ninety (90) days prior to the expiration of the Initial Term, subject to the express written consent of the governing body of the Licensor. The granting of consent for renewal

of this Agreement is in the sole and absolute discretion of Licensor. Licensor shall have the option to terminate this Agreement at any time, for any or no reason, without penalty, upon giving the Licensee written notice at least one hundred eighty (180) days in advance of such termination. The parties understand and agree that it is in the Licensor's sole discretion to cancel this Agreement without penalty to the Licensor. The Licensee has no expectation and has received no assurance that this Agreement will not be terminated before the end of the term then in effect. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term then in effect. All work under this Agreement shall be suspended immediately upon termination of the Agreement becoming effective.

2. Upon termination of this Agreement, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this Agreement. After removal of all equipment and structures associated with the undertakings contemplated by this Agreement, the surface shall be restored at the expense of the Licensee to its original condition, as close thereto as may be practical, subject to the approval of the Licensor upon inspection by the City Engineer, which approval shall not be unreasonably withheld. All work regarding said removal shall be completed within ninety (90) days after termination of this Agreement.

II. Financial Considerations

1. In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor an annual fee ("Annual License Fee") in the amount of TWENTY-SEVEN

THOUSAND ONE HUNDRED FIFTEEN and NO/100 Dollars (\$27,115.00) during the Initial Term. The Annual License Fee shall be due and payable on or before February 27, 2013, and each one year anniversary thereafter until removal. At the end of the Initial Term, and if this Agreement is extended for the Renewal Term, the Annual License Fee shall be renegotiated, with any increase not to exceed twenty-five percent (25%) of the Initial Term's rate. The amount of the new Annual License Fee shall be decided by Licensor if the parties are unable to agree on an Annual License Fee. Licensee's failure to make such payment when due shall constitute a surrender and termination of this Agreement and all improvements remaining on the property that were constructed by Licensee shall be and become the property of the City of Midland, Texas, its successors and assigns. However, prior thereto, Licensor shall give Licensee written notice of such failure and Licensee shall have two (2) business days from receipt of such notice to make payment and avoid termination of this Agreement.

2. The Annual License Fee payment shall be made to the Licensor at the office of the City Engineer, P.O. Box 1152, Midland, Texas, 79702.

3. The Annual License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

1. Licensor does hereby grant unto Licensee, the right to enter upon certain property of the City of Midland, Texas, being fifteen (15) feet on either side of the pipeline location

shown on Exhibit “A,” which is attached hereto and incorporated herein for all purposes, for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing thereon, one (1) pipeline, as herein described, for the transportation of oil and gas materials and to have the right of ingress and egress at convenient points for such purpose. Provided, however, that Licensee is granted the right to enter upon said property of the City of Midland, Texas, being thirty (30) feet on either side of said pipeline location during construction of the pipeline. Licensee shall provide the Licensors written notice when the construction of the pipeline is complete.

2. Licensee covenants and agrees that it will repair any of Licensors roads that Licensee damages on Licensors property so that such roads will comply with Licensors standard specifications.

3. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by the Licensors that Licensee, its employees, agents or assigns, damages so that such water lines, sewer lines and water meters shall comply with the requirements of the Licensors standard specifications.

4. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder at least thirty-six inches (36”) in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of the City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). The City of Midland shall be afforded the opportunity to test the density on all backfill.

5. Before the Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by the City Engineer.

6. Licensor expressly reserves the right to install, repair, or reconstruct within the rights of way used and occupied by the Licensee any streets or roads and all ancillary public uses usual and customary in connection with streets and roads or other public uses, expressly including but not limited to drainage facilities and structures.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of the Licensor, in, across, along, over or under any public property occupied by Licensee. In permitting such work to be done, the Licensor shall not be liable to the Licensee for any damage so caused to the Licensee's system, **NOR SHALL THE LICENSOR BE LIABLE TO THE LICENSEE FOR ANY DAMAGES TO THE LICENSEE'S PIPELINE, ARISING OUT OF THE NEGLIGENCE BY THE LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If the Licensor requires the Licensee to remove, alter, change, adapt, or conform its facilities because of changes in the grade of a street or in the location or manner of constructing a water pipe, sewer pipe, or other underground or aboveground structure owned by the Licensor, the Licensee shall make the alterations or changes as soon as practicable, and in no event longer than ninety (90) days,

when ordered in writing by the Licensor, without claim for reimbursement for the cost of the relocation or for damages against the Licensor. If these requirements impose a financial hardship upon the Licensee, the Licensee shall have the right to present alternative proposals for the Licensor's consideration.

7. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

8. It is especially provided, however, that as an express condition of this Agreement, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the premises covered hereby cease to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, then and in that event, this license shall automatically revert to the Licensor, its successors or assigns, free and clear of any right, title, or interest in the Licensee, without the necessity of any notice to Licensee or any re-entry by the Licensor.

9. In the event that Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to the City Engineer for his or her approval. In the event of emergency repairs necessary to restore service, the Licensee shall notify the City Engineer before making any repairs if on a Licensor work day and if not on a work day, the Licensee shall notify the City Engineer on the first work day after repairs have begun.

10. The Licensor reserves the right to use the surface or subsurface or airspace above the land covered by this Agreement for any public purpose allowed by law and deemed necessary by the Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by the Licensor on, across, along, under or over said right of way occupied by the Licensee; and whenever by reason of said work in connection with said public purposes it shall be deemed necessary by the Licensor to alter, change, adapt, conform or relocate any pipeline of Licensee, such alteration or change or relocation shall be commenced by the Licensee within ninety (90) days after being ordered in writing by the Licensor pursuant to directions from the Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against the Licensor provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding the Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

11. Licensee, at all times during the term of this Agreement, and regarding in any way whatsoever the work that is contemplated by this Agreement, shall conform and abide by any and all applicable federal, state and local laws, regulations, rules and ordinances. Licensee and Licensor agree that Licensee's failure to abide by the provisions of this paragraph constitute grounds for the immediate termination of this Agreement.

IV. Standard General Conditions

1. **Insurance** - Licensee shall at all times during the term of this Agreement maintain and

keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$500,000.00 per occurrence

Contractor's Pollution Liability

- Property Damage: \$1,000,000.00 per occurrence, including
remediation and clean-up expenses

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 and Contractor's Pollution Liability shall be on a per project or per policy aggregate, including completed operations, and shall be on an occurrence basis.

The Contractor's Pollution Liability shall be on a per project or per policy aggregate, including completed operations, and shall be on an occurrence basis. Further, regarding the Contractor's Pollution Liability policy, Licensee and Licensor agree that the definition of "Property Damage" shall include remediative and clean-up measures as determined necessary by the City of Midland, and Licensee shall obtain and maintain insurance coverage to that

effect. Licensors and Licensee agree that Time-Element Pollution Liability Insurance does not satisfy the requirements herein.

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

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

All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name the Licensor 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 Licensor.

The parties agree that, prior to the execution of the Agreement, Licensee 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 Licensee 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.”

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

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

2. INDEMNITY - THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE LICENSOR AND ALL OF LICENSOR’S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, ATTORNEY’S FEES AND EXPENSES OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF THE LICENSEE, Licensee’s contractor or subcontractor, their agents or employees, arising directly or indirectly or in any way connected with the placement, construction, operations, repair, maintenance, replacement or removal of any part of the Licensee’s pipeline system in the

Licensor's rights of way. The Licensee will be required to pay any judgment with costs which may be obtained against the Licensor or any of its officers, agents, or employees including attorney's fees.

THE LICENSEE AGREES THAT LICENSEE WILL INDEMNIFY AND SAVE THE LICENSOR 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 PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE SYSTEM DESCRIBED HEREIN.

THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING 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 LICENSOR, LICENSOR'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 LICENSEE OR LICENSEE'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 INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF THE LICENSEE'S PIPELINE SYSTEM IN THE LICENSOR'S RIGHTS OF WAY. THE LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

3. **Assignment** - The rights granted by this Agreement inure to the benefit of the Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of the governing body of the Licensor. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the Licensor that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor.

4. **Subletting** - The rights granted by this Agreement inure to the benefit of the Licensee. Licensee shall not sublet the rights and privileges granted herein without the express written consent of the governing body of the Licensor. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the Licensor that fully recites the terms

and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor.

5. **Independent Contractor** - 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 Licensor; 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 the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work 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. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee’s work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

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

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE

LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LICENSOR AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

7. **Governing Law & Venue** - 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 been performed in Midland County, Texas.

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

LICENSOR'S NEGLIGENCE.

9. **Sovereign Immunity** - By executing this Agreement the Licensor is not waiving its right of sovereign immunity. The Licensor is retaining its immunity from suit. The Licensor is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

10. **Third-party Beneficiary** - The Licensor'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.

11. **Notice** - Any notice or communication required in the administration of this Agreement shall be sent by certified mail, return receipt requested, to the Licensor as follows: City Engineer, City of Midland, P. O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this Agreement shall be sent by certified mail, return receipt requested, to the Licensee as follows:

Atlas Pipeline Mid-Continent WestTex LLC
110 West 7th St., Suite 2300
Tulsa, Oklahoma 74119

12. **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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages,

duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee 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 Licenser from any liability whatsoever. The Licenser is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licenser reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

12. **Consideration** - The terms of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

LICENSOR:
City of Midland, Texas

By _____
Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

David Beard, City Engineer

LICENSEE:
**Atlas Pipeline Mid-Continent WestTex
LLC**

By: _____

Title: _____

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of Atlas Pipeline Mid-Continent WestTex LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2013.

Notary Public, State of Texas



City Council Agenda

Approved for Agenda:
jnichols
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing staff to accept an encroachment agreement with Oncor Electric Delivery Company LLC to encroach their easement on the east side of County Road 1250 to construct a water main. (District #2 – Love)

Purpose:

Consider a resolution authorizing staff to accept an encroachment agreement with Oncor Electric Delivery Company LLC to encroach their easement on the east side of County Road 1250 to construct a water main. (District #2 – Love)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No fiscal impact.

Discussion:

The intent of this encroachment agreement is to allow a new City water main along FM 1250 serving the Schlumberger site to be installed in a utility easement that overlaps the Oncor Electric easement.

Attached is a vicinity map showing the encroachment and location map.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN ENCROACHMENT ON EASEMENT AGREEMENT
WITH ONCOR ELECTRIC DELIVERY COMPANY LLC
("ONCOR") IN ORDER FOR THE CONSTRUCTION OF
A WATER MAIN ALONG COUNTY ROAD 1250**

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of an encroachment on easement agreement with Oncor in order for the construction of a water main;

**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 an encroachment on easement agreement with Oncor Electric Delivery Company LLC in order for the construction of a water main. Said agreement is attached hereto and incorporated herein as Exhibit "A".

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., 2013, 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:

David Beard, City Engineer

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC ("Oncor")**, is the owner of an easement in Midland County, Texas, which is recorded in Volume 794, Page 723, of the Deed Records of Midland County, Texas ("**Easement**"); and

WHEREAS, **City of Midland ("Owner")** desires permission to construct, operate and maintain an eight (8") inch water pipeline crossings ("**Encroaching Facility**") within the area or boundaries of the Easement ("**Easement Area**").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and Owner do hereby agree as follows:

1. **Location of Encroaching Facility.** Owner may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"** and incorporated herein. Owner may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor's sole discretion. Owner acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, Owner shall obtain whatever rights and permission, other than Oncor's, that are necessary.

2. **Restrictions on Use of Easement Area.** Owner shall use only so much of the Easement Area as may be necessary to construct, maintain and repair the Encroaching Facility. Owner shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, Owner shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of Owner's construction thereon or in proximity thereto.

Owner shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, Owner shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers, if applicable), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** Owner, at Owner's sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Owner's Encroaching Facility.

4. **Risk and Liability.** Owner assumes all risks and liability resulting or arising from or relating to Owner's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by Owner or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at Owner's expense and payment is due upon Owner's receipt of an invoice from Oncor.

5. **Indemnification.** To the extent allowed by law, Owner agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons, including claims based on strict liability, arising out of or in connection with Owner's actions or omissions or the actions or omissions of its officers, agents, associates, employees, contractors or subcontractors or the actions or omissions of any other person entering onto the Easement Area or the Encroaching Facility, when such actions or omissions relate to Owner's use of the Easement Area.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by Owner, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor power lines situated on the aforesaid property. Owner must notify the **Midland Transmission Office at 432-498-2817** 48 hours prior to the beginning of any work on the Easement Area.

7. **Removal by Oncor.** If at any time in the future, the Encroaching Facility, in the sole judgment of Oncor, interferes with Oncor's use or enjoyment of its easement rights, Oncor shall have the right to remove said Encroaching Facility. Oncor shall notify Owner in writing that within 90 days the Encroaching Facility must be removed at Owner's sole cost. If at the end of the 90 day period the Encroaching Facility has not been removed, Oncor may remove it, at Owner's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the Encroaching Facility or business interruption. However, in an emergency, Oncor shall have the right to immediately remove the Encroaching Facility. If the Encroaching Facility is removed, Oncor will not unreasonably withhold consent for Owner to relocate the Encroaching Facility within the Easement Area.

8. **Default and Termination.** It is understood and agreed that, in case of default by Owner or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (10) days after Oncor notifies Owner of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of Owner's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon Owner and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this ____ day of _____, 2013.

Oncor Electric Delivery Company LLC

By: _____

Jill L. Alvarez
Attorney-In-Fact

City of Midland

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF MIDLAND

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BEFORE ME, the undersigned authority, on this day personally appeared _____,
as the _____ for **City of Midland**, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as
the act and deed of City of Midland, and for the purposes and consideration therein expressed and
in the capacity therein stated, and that he/she was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, A.D.2013.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

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BEFORE ME, the undersigned authority, on this day personally appeared Jill L. Alvarez,
Attorney in Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose
name is subscribed to the foregoing instrument and acknowledged to me that she executed the
same as the act and deed of Oncor Electric Delivery Company LLC, and for the purposes and
consideration therein expressed and in the capacity therein stated, and that she was authorized to
do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, A.D.2013.

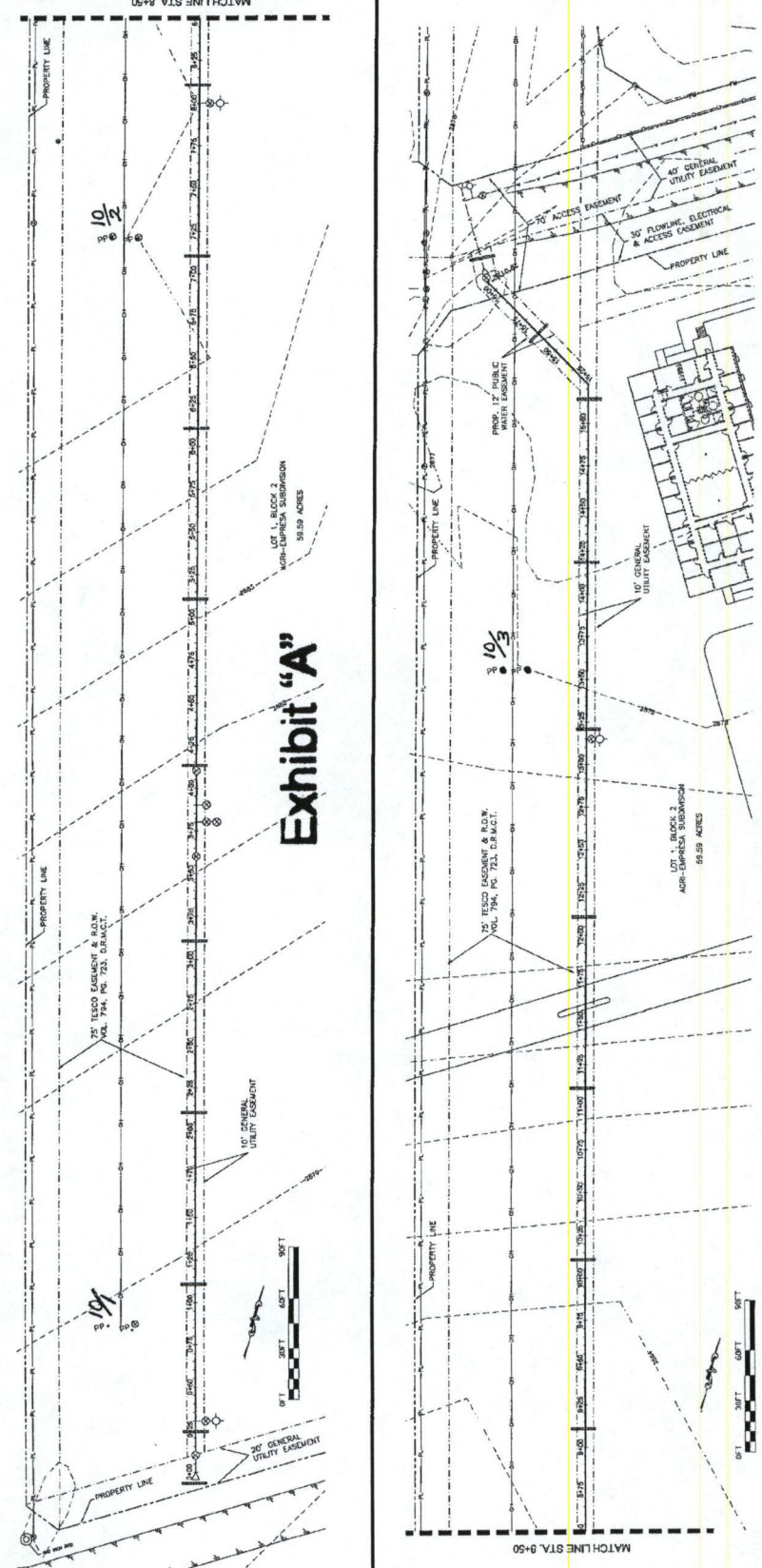
Notary Public in and for the State of Texas

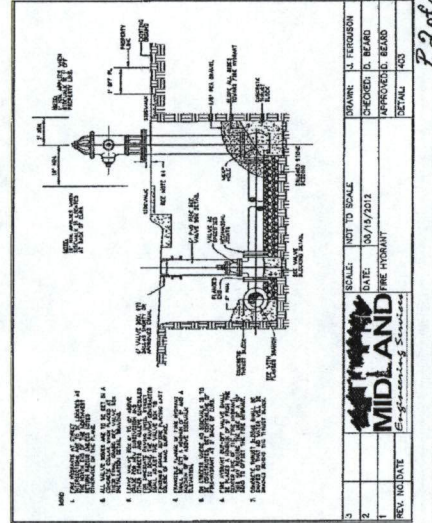
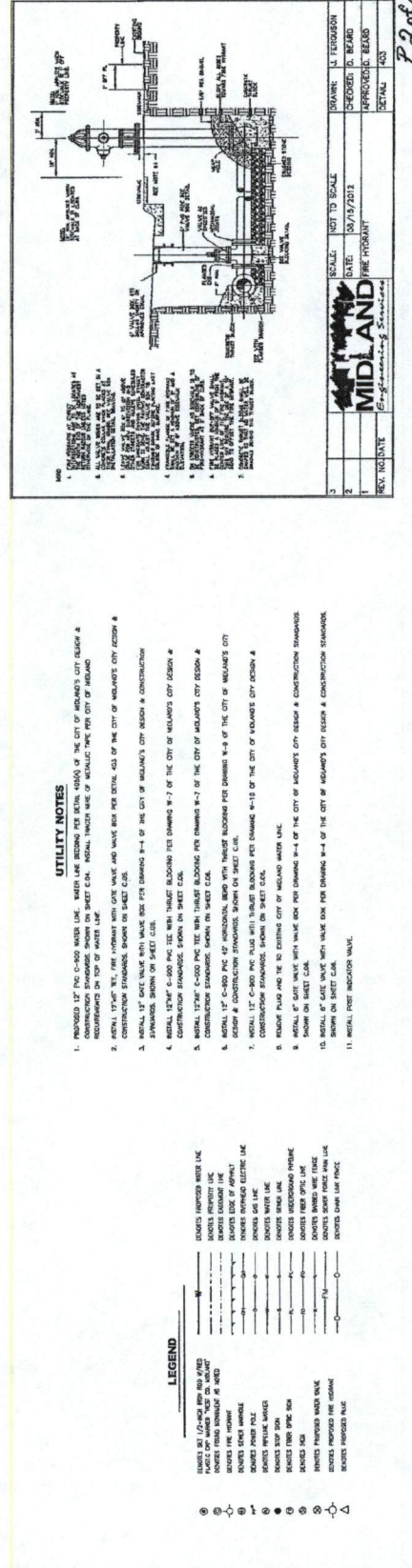
[illegible]

LEADER

1. ☐ **PLACES** OF 147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-113

Exhibit "A"





P. 2 of 2

CONSTRUCTION LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
5. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
6. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
7. No signs, lights or guard lights will be permitted on the right-of-way.
8. Equipment shall not be placed within fifteen (15) feet of the power lines.
9. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

10. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
11. Draglines will not be used under the line or on Oncor right-of-way.
12. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.
13. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.
14. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
15. **Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, 432-498-2817.**
16. No hazardous materials will be stored on the right of way.
17. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

18. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.
19. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way.
20. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.



City Council Agenda

Approved for Agenda:
jnichols
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution to approve a Professional Service Agreement with Dunaway and Associates for design surveying, design, and construction administration services in connection with the extension/widening of Mockingbird Ln. between Holiday Hill Rd. and Midland Dr. (District #4 – Trost)

Purpose:

Consider a resolution to approve a Professional Service Agreement with Dunaway and Associates in the amount of \$457,355 for design surveying, design, and construction administration services in connection with the extension/widening of Mockingbird Ln. between Holiday Hill Rd. and Midland Dr. (District #4 – Trost)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

That the sum of \$457,355 is hereby appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Mockingbird Extension Midland – Holiday Hill Project (9035)

Discussion:

The intent of this project is to construct Mockingbird Ave. between Holiday Hill Rd and Midland Dr. Paving improvements include the extension and widening of Mockingbird Lane (full width) to the City of Midland arterial standard and the associated drainage improvements.

Attached is the project layout map.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LP FOR ENGINEERING SERVICES IN CONNECTION WITH THE EXTENSION AND WIDENING OF MOCKINGBIRD LANE BETWEEN HOLIDAY HILL ROAD AND MIDLAND DRIVE; AND APPROPRIATING FUNDS THEREFOR IN THE AMOUNT OF \$457,355.00

WHEREAS, the City of Midland advertised a Request for Qualifications for professional services for engineering services in connection with the extension and widening of Mockingbird Lane between Holiday Hill Road and Midland Drive; and

WHEREAS, Dunaway Associates, LP has agreed to perform said professional services for an estimated \$457,355.00; and

WHEREAS, the City Council finds that Dunaway Associates, LP is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Dunaway Associates, LP are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

WHEREAS, the City Council finds that Dunaway Associates, LP provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Dunaway Associates, LP as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Dunaway Associates, LP for said professional services.

A copy said agreement is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

SECTION TWO. That the sum of \$457,355.00 is hereby appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Mockingbird Extension Midland - Holiday Hill Project (9035).

SECTION THREE. That the City Treasurer is hereby authorized and directed to make payment to Dunaway Associates, LP, pursuant to the terms of said agreement, in an amount not to exceed \$457,355.00, from funds appropriated herein upon receipt of proper invoice or statement 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., 2013, 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:

David Beard, City Engineer

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 27th day of February, 2013, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called “City,” and DUNAWAY ASSOCIATES, LP, hereinafter referred to as “Company.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which Company shall provide engineering services (also referred to as the “services”) in connection with the extension and widening of Mockingbird Lane.

ARTICLE II. SERVICES TO BE PERFORMED

1. Company shall provide those services described in Exhibit “A”, which is attached hereto and incorporated herein for all legal purposes.
2. Company shall perform all the services under this Agreement consistent with the same level of skill and care as other professionals in approximately the same location at approximately the same point in time and for the same types of projects. Company represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit “A.”

ARTICLE III. FINANCIAL CONSIDERATIONS

City agrees to pay Company in an amount not to exceed **\$457,355.00** for the professional services described in Exhibit “A.” City agrees to pay Company in accordance with the Hourly Rate Schedule set forth in Exhibit “B”, which is attached hereto and incorporated herein for all legal purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all fees and costs. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of receipt of the monthly invoice, City shall pay the full amount of such invoice; provided, however, that if City objects to any portion of an invoice, City shall notify Company of City’s objection and the grounds therefor within 30 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. The City in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from February 27, 2013, until the project is completed, unless the Agreement is terminated earlier as provided in Article V below.

ARTICLE V. TERMINATION

Either party may terminate this Agreement at will, for no or any reason, upon giving the other party sixty (60) days written notice. The parties to this Agreement understand and agree that it is in either party's sole discretion to cancel the Agreement during the term of the Agreement without penalty to the other party. All work and services under this Agreement shall be suspended immediately upon termination of the Agreement becoming effective. The parties have bargained for the flexibility to terminate the Agreement upon giving the requisite notice. In the event of termination of the Agreement under this Article, the Company shall be paid for all services performed up to the termination date.

ARTICLE VI. CONTRACT PERSONAL

This Agreement provides for personal or professional services, and the Company shall not assign this Agreement, in whole or in part, without the prior written consent of City. It is understood that any necessary engineering services shall be either self-performed or subcontracted by the Company.

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

All reports, information and other data ("instruments of service"), given to, prepared or assembled by Company under this Agreement, and any other related documents or items shall become the sole property of City and shall be delivered to City, without restriction, except that Company may make copies of any and all instruments of service for its files. The City shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of Company, which consent shall not be unreasonably withheld.

ARTICLE VIII.

INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Comprehensive 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 Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Agreement.

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

All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name the City as an additional insured. All insurance required pursuant to this Agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to the City.

The parties agree that, prior to the execution of the Agreement, Company 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 all policies except for Worker's Compensation. The Company 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."

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

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the 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 (except workers compensation).

ARTICLE X. ATTORNEY FEES

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

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

THE COMPANY 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 XI. SOVEREIGN IMMUNITY

By executing this Agreement the City is not waiving its sovereign immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

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 XIII.
RELEASE

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

ARTICLE XIV.
GENERAL PROVISIONS

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

B. Governing Law and Venue. 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.

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

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

If to Company: Dunaway Associates, LP
4000 N. Big Spring St., Suite 101
Midland, Texas 79705

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

ARTICLE XV. NOTICE OF ALLEGED BREACH: STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or 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 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 Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within

the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Company that Company's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

ARTICLE XVI. ASSIGNMENT

Company shall not, either directly or indirectly, assign all or any part of this Agreement or any interest, right or privilege herein, without the prior written consent of the City. The issue on whether or not to grant consent to an assignment is in the sole discretion of the City.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Company :
DUNAWAY ASSOCIATES, LP

By: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed on behalf of DUNAWAY ASSOCIATES, LP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of
_____, A.D., 2013.

Notary Public, State of Texas

Printed Name

My Commission Expires: _____

Mockingbird Lane Improvement Project

General Scope

Project Description

The Mockingbird Ln. project involves the design of one mile of new 4-lane (with center turn lane) arterial connecting Holiday Hill Rd. with Midland Dr., as shown on the *Midland Thoroughfare Plan*. The eastern half of the project, from Oriole Dr. to Midland Dr., will replace an existing 2-lane asphalt road, while the western half, the segment from Oriole to Holiday Hill, will replace an unpaved road. From Holiday Hill Rd. to Oriole Dr. the proposed pavement section will be two lanes in each direction divided by a raised median. This section of roadway will include two median openings with left turn lanes. From Oriole Dr to Midland Dr. the proposed pavement section will match the existing Mockingbird Lane on the east side of Midland Dr.

Design Tasks

Project management will include;

- Development of a project design schedule to consist of 180 calendar days. The goal is to be under construction by June 2013;
- Monthly progress meetings with CITY staff;
- Two (2) public meetings to inform the public on project aspects and scheduling;
- Two (2) meetings with the CITY council to discuss progress status and design; and
- Monthly Invoicing.

The Conceptual Phase will include;

- Refine current Mockingbird Ln. concept to meet all CITY design, pedestrian, bicycle and residential trash pick-up requirements;
- Prepare an alternative conceptual design and cost estimate with recommendations for traffic calming;
- Topographic Surveys

- Perform a topographic survey along the Mockingbird ROW from Midland Drive to Holiday Hill Rd. The survey will extend at least 10' outside the proposed Mockingbird ROW and 50' past the proposed Mockingbird ROW at intersecting streets.
 - Topographic surveys will also be performed at the site of 2 drainage detention/retention basins that are assumed to be located adjacent to the proposed project.
- Jurisdictional Determination
 - Dunaway will perform field reconnaissance and provide a map of jurisdictional waters overlain on the project site plan and an evaluation of the waters of the U.S. within the proposed project site. The wetland forms will include the vegetation characteristics of the jurisdictional waters, soil profiles, and hydrologic information per the Corps of Engineers Wetland Delineation Manual. The results of the delineation will be summarized in a Natural Resources Assessment Report. It is assumed that a 404 Permit will not be required for this project. If it is determined after the field investigation that a 404 Permit is required, a separate scope and fee proposal will be submitted.
 - Cultural Resource Survey – The Antiquities Code of Texas stipulates that the City, as a subentity of the State of Texas, is required to identify historic properties that may be impacted by the proposed construction. For this project it is assumed that the State Historical Preservation Office will not require a survey. Therefore, Dunaway will coordinate with the State to inform them of the project and request a waiver of the investigation. If an investigation is required, a separate scope and fee estimate will be submitted.
- Notify and communicate with TxDOT on project progress.

The ROW and Easement Phase will include;

- Preparation of two (2) ROW or easement acquisition documents for a single detention/retention basin that is assumed to be located in the block between Midland Drive and Oriole. It is also assumed that a second detention/retention basin will be within the limits of the proposed Greathouse Addition, Section 7 development and no separate instruments will be required.

The Plan, Specification and Estimate Package will include;

- Progress Submittals at 30%, 60%, and 90%;
- Estimated Quantities;
- Typical Sections that including options for Asphaltic Concrete Pavement (ACP), Roller Compacted Concrete Pavement (RCC) and Reinforced Concrete Pavement (RCP);
- Traffic control plans, for maintenance of traffic flow during construction;
- Roadway design, including geotechnical recommendations for pavement thickness and subgrade stabilization;
- Intersections layouts with 1/10 foot contouring at Holiday Hill Rd, Oriole Dr. and Midland Dr.;
- Drainage
 - Drainage analysis and storm drain design with analysis and design of drainage improvements in accordance with the CITY's *Storm Drainage Design Manual*.
 - The location of drainage structures and detention basins needed to accommodate runoff from this project will be determined through coordination with CITY staff.
- Coordinate with franchise utilities to put overhead services underground;
- Notify and communicate with TxDOT on project progress.
- Signing and pavement marking plans;
- Future Site Sensitive Illumination conduit, pull box and ground box layout;
- Future Signalized intersection conduit, pull box and ground box layout;
- Screening wall design;
- Design of waterline and sanitary sewer improvements crossing the Mockingbird ROW. Such design will be Coordinated with PSC;
- Landscape design for raised medians and parkway;
- Stormwater pollution prevention plans;
- Opinions of probable construction cost and schedule at each submittal milestone; and
- Development of a final probable Cost Estimate, Construction Schedule, Specifications, General Notes and Construction Documents.

Construction Phase Services - Hourly as Needed

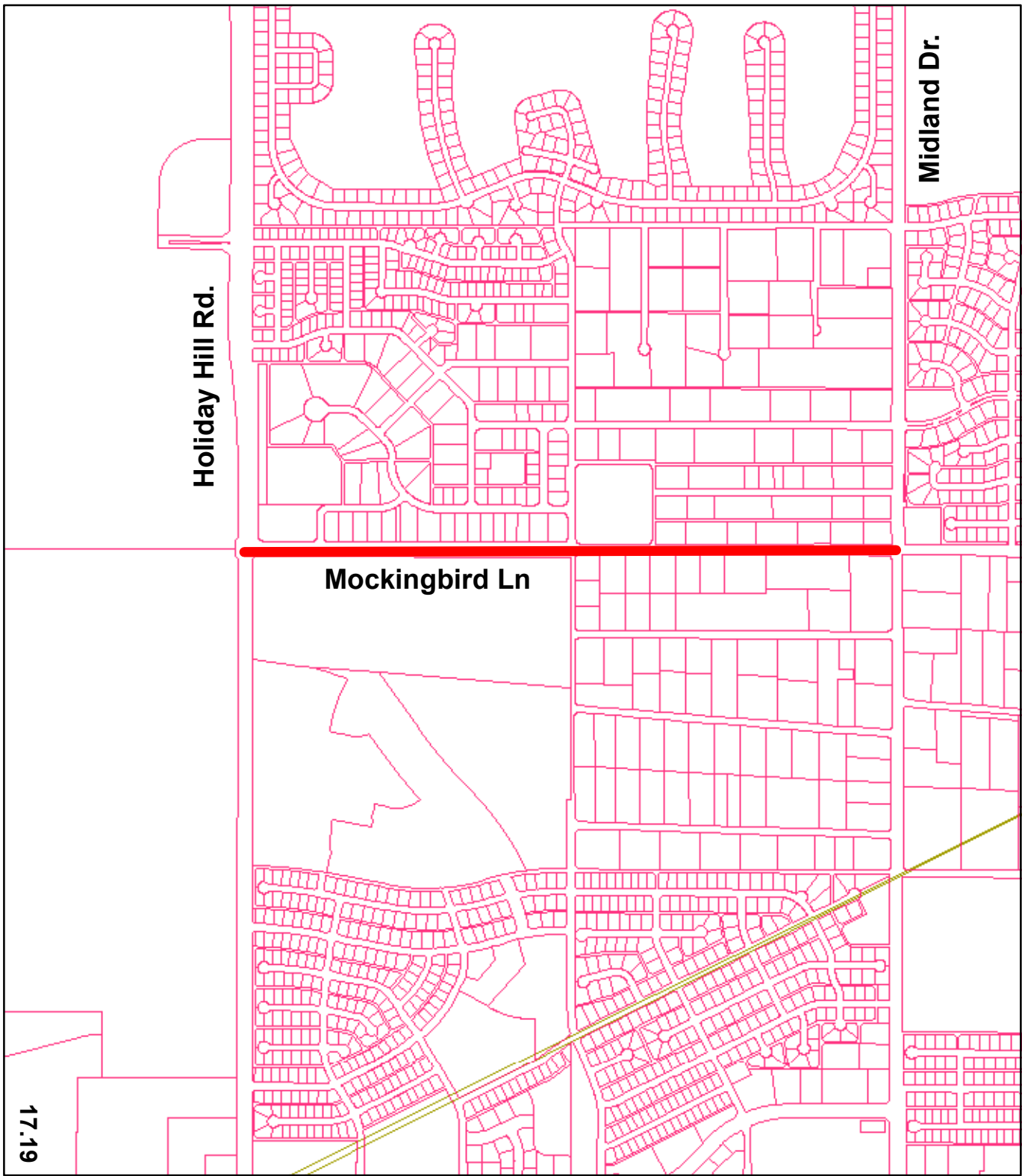
- Issue addenda, as appropriate, and respond to City Engineer's requests for information;
- Attend the Mandatory Contractor Pre-Bid meeting;
- Attend the bid opening, prepare a bid tabulation, and assist in evaluation of the bids.
- Review of shop drawings and submittals;
- Be present at the project site for special inspections and testing as construction proceeds to observe and report on the progress and quality of the executed work;
- Determine amounts of progress payments based on degree of completion of the work, and recommend issuance of payments to contractor;
- Prepare a final punchlist and make a final inspection, along with recommendations regarding final payment to the contractor.



2013 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	\$80.00
CADD Technician	\$86.00
Department Directors	\$200.00
Graduate Engineer	\$105.00
Design Technician	\$110.00
Environmental Scientist	\$100.00
Field Supervisor.....	\$120.00
Instrument Operator	\$47.00
Intern	\$68.00
Land Planner	\$150.00
Landscape Architect	\$125.00
Landscape Planner.....	\$95.00
Principal.....	\$210.00
Project Engineer	\$140.00
Project Surveyor	\$125.00
Project Manager	\$150.00
Rodman.....	\$40.00
Survey Manager	\$140.00
Survey Party Chief.....	\$114.00
Survey Technician	\$90.00
Traffic/Transportation Engineer	\$120.00

Rates are subject to change after 12/31/13.



ENGINEERING DIVISION

**Mockingbird Ln.
(Holiday Hill Rd. to Midland Dr.)**

Professional Service Agreement
(Dunaway and Associates)



Map by DDB 02/04/2013



City Council Agenda

Approved for Agenda:
jnichols
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution authorizing the City Manager to advertise a Request for Qualification (RFQ) for firms to provide professional services to perform a traffic study to address increased traffic including recommendations and implementation. (City Wide)

Purpose:

Consider a resolution authorizing the City Manager to advertise a Request for Qualification (RFQ) for firms to provide professional services to perform a traffic study to address increased traffic including recommendations and implementation. (City Wide)

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No financial impact at this time. Once an engineer is selected, staff will return to Council to request that money be allocated for the Professional Services Agreement. It is anticipated that the project will be funded from the General Fund.

Discussion:

The City of Midland is experiencing significant growth. With this growth comes increased traffic. In an effort to address the increased traffic staff is proposing to advertise a Request for Qualifications to study existing traffic flows, make recommendations, and implement these recommendations to efficiently address current and future demands of the traffic system.

In addition to the overall traffic study, will address downtown traffic flows (one-way vs two-way traffic patterns), and investigate a bike sharing program.

Attached is a location map, and sample RFQ to be advertised in the news paper.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ADVERTISE A REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES FOR THE
DEVELOPMENT OF A TRAFFIC STUDY;
AUTHORIZING THE CITY MANAGER TO NEGOTIATE
A PROFESSIONAL SERVICES AGREEMENT FOR SAID
SERVICES; AND PROVIDING THAT SAID
AGREEMENT SHALL NOT BECOME EFFECTIVE
UNTIL APPROVED BY THE CITY COUNCIL**

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, or his designee, to advertise a request for qualifications for professional services for the development of a traffic study; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager, or his designee, to negotiate a professional services agreement with the most qualified provider of said professional services;

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

SECTION ONE. That the request for qualifications for said professional services, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby approved.

SECTION TWO. That the City Manager, or his designee, is hereby authorized and directed to advertise said request for qualifications and to negotiate a professional services agreement for said professional services with the most qualified provider. Provided, however, that no such agreement shall become effective until approved by 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., 2013, 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:

David Beard, City Engineer

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Date

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Attn: XXXXXXXXXXXXX

Re: Request for Qualifications (RFQ)

The City of Midland, (hereinafter “City”) is seeking concise letters of interest and a Statement of Qualifications (SOQ) from parties interested in assisting the City’s Transportation Division by providing Professional Services for a City wide traffic analysis and implementation of updated timing plans, evaluation of one-way vs. two way traffic in the downtown corridor and recommendations regarding a bike share program.

SERVICES

The selected submitter will perform the following services under this agreement:

1. Provide engineering, planning, and administrative services in connection with the extension a City wide traffic analysis including the implementation of an updated timing plan.
 - a. Perform a full analysis of the existing traffic system including all signalized intersections;
 - b. Perform essential field studies and develop a preliminary report for review by City Staff.
 - c. Make presentation(s) to City staff and/or City Council as necessary.
 - d. Collect feedback from City staff and prepare a final report with recommendation and implementation schedule.
2. Provide engineering, planning, and administrative services in connection with the evaluation of one-way vs. two-way traffic in the downtown corridor.
 - a. Perform a full analysis of the existing downtown corridor traffic (one-way vs. two way).

- b. Perform essential field studies and develop a preliminary report for review by City staff;
 - c. Make presentation(s) to City staff and/or City Council as necessary.
 - d. Collect feedback from City staff and prepare a final report with recommendation and implementation schedule.
3. Provide engineering, planning, and administrative services and make recommendation regarding a Bike Share program.

QUALIFICATIONS

The Statement of Qualifications should include:

1. Resumes of the proposed project team including at least one professional with a minimum of five (5) years experience in the development, management and oversight of traffic flow analysis;
2. Demonstrated familiarity with an Advanced Transportation Management System (ATMS);
3. References including project descriptions and client contact information for recent similar projects in which the proposed project team was directly involved;
4. Estimated time for completion of the project;
5. Availability of key personnel and ability to commit their time throughout the life of the project;
6. Ability to provide technical support to monitor, update, and implement changes as needed for a period of two years after the initial implementation.

SELECTION

The City will make its selection from those responding to this RFQ. If deemed necessary by the City, interviews with the firms deemed most qualified, may be conducted. Once a selection is made, the chosen firm will be requested to submit a detailed scope of work and cost estimate to perform the services. If a mutually satisfactory agreement cannot be reached with the selected professional, negotiations will be terminated with that firm and the negotiation process may be initiated with the next most qualified firm. The process may be repeated until a mutually satisfactory agreement is reached. The City maintains the right to terminate the selection process at any time if they feel it is in the best interest of the project. At such time as an agreement is reached, City staff will make a recommendation to the City Council to execute a contract pursuant to the agreement and subject to the availability of funding.

The City reserves the right to accept or reject any or all proposals and to accept what in the judgment of the Mayor and City Council is the most advantageous proposal.

SUBMITTAL

Three (3) copies of the Statement of Qualifications should be submitted. The submittal should not include fees or any other cost estimates. The entire qualification package can be no more than 30, one-sided pages. Text is to be presented in Times 12 format with minimum margins of one-inch on all sides. The total page number shall include all corporate brochures and materials that may be submitted with the Statement of Qualifications. Failure to include all requested information in the qualifications package or follow the format guidelines included herein shall be grounds for disqualification from consideration.

Statements of Qualifications are to be submitted no later than 5:00 p.m., on April 30, 2013, to the following:

City of Midland
Transportation Division
PO Box 1152
Midland, Texas 79702
Attn: Gary Saunders

Street Address:
300 North Loraine
Midland, Texas 79701

Only timely submittals received from invited firms will be considered.

WAIVER

A. WAIVER OF CLAIMS ARISING FROM THE COMPETITIVE REQUEST FOR QUALIFICATION PROCESS OF AWARD OF CONTRACT

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR 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 STATEMENT OF QUALIFICATIONS.
2. WAVIER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE STATEMENT OF QUALIFICATIONS OR THE CONTRACT DOCUMENTS.

3. ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATION.

4. AWARD OF CONTRACT.

By submitting a Statement of Qualifications, the submitter acknowledges that he or she understands all terms of the proposal documents and consents to the competitive selection process and the possibility of a negative assessment. By submitting a Statement of Qualifications, the submitter acknowledges and agrees that there was and is no disparity of bargaining power between the submitter and the City.

The submitter agrees that this is the intentional relinquishment of the above listed presently existing known rights.

B. WAIVER OF ATTORNEY FEES

BY SUBMITTING A STATEMENT OF QUALIFICATIONS, EACH SUBMITTER AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM THE SUBMITTER HAS OR MAY HAVE AGAINST THE CITY AND/OR ITS RESPECTIVE EMPLOYEES AND REPRESENTATIVES, FOR THE AWARD OF ATTORNEY FEES, ARISING OUT OF OR IN CONNECTION WITH THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY STATEMENT OF QUALIFICATIONS, WAIVER OF ANY REQUIREMENTS UNDER THIS RFP, ACCEPTANCE OR REJECTION OF ANY STATEMENT OF QUALIFICATIONS, AND AWARD OF THE CONTRACT. BY SUBMITTING A STATEMENT OF QUALIFICATIONS, THE SUBMITTER SPECIFICALLY WAIVES ANY RIGHT TO RECOVER OR BE PAID ATTORNEY'S FEES FROM THE CITY OR ANY OF THE CITY'S EMPLOYEES AND REPRESENTATIVES UNDER ANY OF THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001, ET. SEQ., AS AMENDED).

The submitter agrees that this is the intentional relinquishment of a presently existing known right.

By execution and submission of a Statement of Qualifications under this RFQ, the submitter hereby represents and warrants to the City that the submitter has read and understands the RFQ and the Statement of Qualifications is submitted in accordance with this RFQ. The submitter acknowledges that it understands all terms within the proposal documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

This section shall not be construed as a Waiver of Sovereign Immunity.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

QUESTIONS REGARDING THIS REQUEST

Questions should be directed to:

Transportation Manager
Phone No. (432) 685-7287
Fax No. (432) 683-1786

Very truly yours,

Gary Saunders
Transportation Manager



City Council Agenda

Approved for Agenda:
jnichols
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution to amend the contract with Midland Development Corporation to extend the expiration date of the agreement with Agri Empressa to December 31, 2013

Purpose:

Consider a resolution to amend the contract with Midland Development Corporation to extend the expiration date of the agreement with Agri Empressa to December 31, 2013

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This amendment has no impact to the funding language.

Discussion:

The purpose of this amendment is to revised the expiration date of the agreement to December 31, 2013.

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND AGRI-EMPRESA, LLC FOR THE CONSTRUCTION OF AN INTERMODAL RAIL FACILITY ON AN 81.04-ACRE TRACT OF LAND LOCATED IN SECTION 11, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Midland Development Corporation previously authorized the execution of an economic development agreement with Agri-Empresa, LLC for the construction of an intermodal rail facility on an 81.04-acre tract of land located in Section 11, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas; and

WHEREAS, the City Council must consider and approve all economic development agreements approved by the Midland Development Corporation before the agreements can become effective; and

WHEREAS, the City Council finds it to be in the public interest to approve an amendment to the economic development agreement between the Midland Development Corporation and Agri-Empresa, LLC for said facility;

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

THAT the amendment to the economic development agreement between the Midland Development Corporation and Agri-Empresa, LLC, which is attached hereto, marked as Exhibit "A", and incorporated herein for all purposes, is hereby approved.

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., 2013, 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

**AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE MIDLAND DEVELOPMENT CORPORATION
AND AGRI-EMPRESA, LLC**

THIS AMENDMENT is made and effective February 27, 2013, by and between the Midland Development Corporation (“MDC”), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and Agri-Empresa, LLC (“Company”).

WHEREAS, the MDC and Company entered into that certain Economic Development Agreement dated January 2, 2013 (the “Agreement”), which was approved by the Midland City Council by Resolution No. 2012-342; and

WHEREAS, the Agreement has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, the MDC and Company desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

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

- 1) Section III(A) of the Agreement is hereby amended to read in its entirety as follows:

The Project. Prior to December 31, 2013 (subject to extensions resulting from an event or events of force majeure, as such term is hereinafter defined), the Company agrees to complete the following:

Design and construct an intermodal rail facility on the Company’s property described as an 81.04-acre tract located in Section 11, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas. Company agrees to use the Loan for costs associated with the construction of said facility. Associated costs shall include but not be limited to design costs, crossing arms and lights, precast concrete crossing panels and crossing track, and asphalt removal and replacement for the Project. The parties agree that the Company may unilaterally enter into any and all agreements necessary for construction of the Project.

- 2) Section III(D) of the Agreement is hereby amended to read in its entirety as follows:

Repayment. If the Company fails to complete the above-described Project by December 31, 2013, then the Company agrees to repay the Loan to the MDC. The amount repayable from the Loan provided herein, shall be repaid, without interest, to the MDC on or before thirty (30) days after the MDC gives written notice to the Company. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall the Company be obligated to repay the

MDC an amount in excess of the total dollar amount of the Loan actually received by the Company from the MDC under this Agreement.

- 3) The Agreement, inclusive of this Amendment, is hereby ratified and affirmed by the MDC and Company, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

M I D L A N D D E V E L O P M E N T
C O R P O R A T I O N

Laura Roman, Chairman

ATTEST:

Robert Rendall, Secretary

APPROVED AS TO FORM:

Keith Stretcher, Counsel for the
Midland Development Corporation

AGRI-EMPRESA, LLC

Stephen T. Goree, President

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen T. Goree, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing for the purposes and consideration therein expressed on behalf of Agri-Empresa, LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

Notary Public, State of Texas



City Council Agenda

Approved for Agenda:
jnichols
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: David Beard,

SUBJECT: Consider a resolution to amend the contract with Midland Development Corporation to extend the expiration date of the agreement in connection with the development of the Market Street Paving and Water Utility Extension project to December 31, 2013

Purpose:

Consider a resolution to amend the contract with Midland Development Corporation to extend the expiration date of the agreement in connection with the development of the Market Street Paving and Water Utility Extension project to December 31, 2013

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

This amendment has no impact on the funding language.

Discussion:

The intent of this item is to extend the expiration date of the agreement connected to the development of the Market Street Paving and Water Utility project to December 31, 2013.

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDMENT TO THE
ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE MIDLAND DEVELOPMENT CORPORATION AND
THE CITY OF MIDLAND FOR THE MARKET STREET
PAVING AND WATER LINE EXTENSION PROJECT, AS
AUTHORIZED BY CHAPTER 501 OF THE TEXAS
LOCAL GOVERNMENT CODE**

WHEREAS, the Midland Development Corporation previously authorized the execution of an economic development agreement with the City of Midland for the extension of Market Street and the extension of a water line along Market Street; and

WHEREAS, the City Council must consider and approve all economic development agreements approved by the Midland Development Corporation before the agreements can become effective; and

WHEREAS, the City Council finds it to be in the public interest to approve an amendment to the economic development agreement between the Midland Development Corporation and the City of Midland for said improvements;

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

THAT the amendment to the economic development agreement between the Midland Development Corporation and the City of Midland, which is attached hereto, marked as Exhibit "A", and incorporated herein for all purposes, is hereby approved.

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., 2013, 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

**AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE MIDLAND DEVELOPMENT CORPORATION
AND THE CITY OF MIDLAND**

THIS AMENDMENT is made and effective February 27, 2013, by and between the Midland Development Corporation (“MDC”), a Type A corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended, and the City of Midland (“City”), a home-rule municipality.

WHEREAS, the MDC and the City entered into that certain Economic Development Agreement dated May 8, 2012 (the “Agreement”), which was approved by the Midland City Council by Resolution No. 2012-087; and

WHEREAS, the Agreement has been in full force and effect since its effective date and has not been allowed to lapse; and

WHEREAS, the MDC and the City desire to make certain amendments to the Agreement as set forth below;

W I T N E S S E T H:

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

- 1) Section III(C) of the Agreement is hereby amended to read in its entirety as follows:

Repayment. If the City fails to complete the above-described Project by December 31, 2013, then the City agrees to repay the Loan to the MDC. The amount repayable from the Loan provided herein, shall be repaid, without interest, to the MDC on or before thirty (30) days after the MDC gives written notice to the City. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall the City be obligated to repay the MDC an amount in excess of the total dollar amount of the Loan actually received by the City from the MDC under this Agreement.

- 2) The Agreement, inclusive of this Amendment, is hereby ratified and affirmed by the MDC and the City, and the Agreement shall in all respects remain in full force and effect in accordance with its provisions and as amended above.

EXECUTED by the duly authorized officials as of the day and year first above written.

M I D L A N D D E V E L O P M E N T
C O R P O R A T I O N

Laura Roman, Chairman

ATTEST:

Robert Rendall, Secretary

C I T Y O F M I D L A N D

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
csharp
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Price Robinson, Police Chief

SUBJECT: Approve a resolution to accept a FY2013 grant award in the amount of \$69,984 from the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) Program and appropriate funds

Purpose:

Approve a resolution to accept a FY2013 grant award in the amount of \$69,984 from the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) Program and appropriate funds

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No fiscal impact on the City of Midland

That the Fiscal Year 2013 H.I.D.T.A. grant in the amount of \$69,984 is hereby accepted and directed to be deposited into the General Fund (001) of the City, and;
That the sum of \$69,984 is hereby appropriated from to the General Fund (001) Unappropriated Fund Balance (5650) to the FY'2013 H.I.D.T.A. Grant Project (7107)

Discussion:

The purpose of the High Intensity Drug Trafficking Area (HIDTA) program, as authorized by the Anti-Drug Act of 1988, is to enhance and coordinate drug control efforts among federal, state, and local law enforcement agencies. The program provides agencies with resources in the way of technology, equipment, and funding in order to better combat drug trafficking. The Midland Police Department has been part of the West Texas Region of the Southwest Border HIDTA since August 2008.

RESOLUTION NO.

RESOLUTION ACCEPTING ADDITIONAL GRANT FUNDING FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF \$69,984.00; THESE FUNDS WILL BE DIRECTED TO THE FISCAL YEAR 2013 HIGH INTENSITY DRUG TRAFFICKING AREAS GRANT PROJECT 7107; AND APPROPRIATING FUNDS

WHEREAS, the City of Midland, Texas, has received additional grant funds from the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) program to enhance and coordinate drug control efforts among federal, state, and local law enforcement agencies; and

WHEREAS, the Southwest Border HIDTA program provides agencies with resources in the way of technology, equipment, and funding in order to better combat drug trafficking; and

WHEREAS, the City of Midland, Texas, has been awarded an additional \$69,984.00 from the Southwest Border HIDTA program which will be directed to the Fiscal Year 2013 HIDTA Grant Project 7107; and

WHEREAS, the City Council finds it to be in the public interest to accept said grant award;

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

SECTION ONE. That the City of Midland, Texas, acting through its Mayor and City Council, hereby accepts the additional Southwest Border HIDTA program grant funds in the amount of \$69,984.00 to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking.

SECTION TWO. That the Mayor, Director of Finance and Chief of Police of the City of Midland, Texas, are hereby authorized and directed to evidence the City of Midland's acceptance by executing all necessary documents in order to accept said grant funds.

SECTION THREE. That the Fiscal Year 2013 H.I.D.T.A. program grant in the amount of \$69,984.00 is hereby accepted and directed to be deposited into the General Fund (001) of the City, and; that the sum of \$69,984.00 is hereby appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the FY'2013 H.I.D.T.A. Grant Project (7107).

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., 2013, 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 CONTENT
AND COMPLETENESS:

Price Robinson, Police Chief

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
thudson
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Price Robinson, Police Chief

SUBJECT: Presentation of the 2012 Midland Police Department Traffic Contact report by Dr. Alex del Carmen of Del Carmen Consulting, LLC

Purpose:

Presentation of the 2012 Midland Police Department Traffic Contact report by Dr. Alex del Carmen of Del Carmen Consulting, LLC.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Directional / Informational

Fiscal Impact:

No fiscal impact to the City of Midland

Discussion:

In 2001, the Texas legislature, in an attempt to address the issue of racial profiling in policing, passed the Texas Racial Profiling Law. Since becoming effective, the Midland Police Department, in accordance with the law, has collected and reported traffic-related contact data for the purpose of identifying and addressing areas of concern regarding racial profiling.

Since the reporting of this data was made mandatory in 2002, the Midland Police Department has continued to comply with the requirements of the Texas Racial Profiling Law.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 12/26/2013

TO: City Council / City Manager

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Moriah Hospitality Midland, LLC for a zone change from PD, Planned District for a Shopping Center to an Amended PD, Planned District for a Shopping Center. (Generally located on the north side of W. Longview Avenue, approximately 790 feet east of Rankin Highway.)

Purpose:

Consider an ordinance on second reading on a request by Moriah Hospitality Midland, LLC for a zone change from PD, Planned District for a Shopping Center, to an Amended PD, Planned District for a Shopping Center. The purpose of the request is to adopt a new site plan. No changes have been made to this item since its first reading on February 12, 2013.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 4A, BLOCK 52, BELMONT ADDITION, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 790 FEET EAST OF RANKIN HIGHWAY); 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-2, 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:

Lot 4A, Block 52, Belmont Addition, Section 12, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the use and development of said property shall conform to the regulations of the LR-2, Local Retail District zoning regulations.
2. That the development of a hotel on said property shall conform in all respects to the conditions shown on the site plans, which are attached hereto and incorporated herein as Exhibits "A", "B" and "C".
3. That the maximum height of the building shall not exceed 41 feet.
4. That the exterior of the building shall be a combination of the materials denoted on Exhibits "A", "B" and "C".
5. That all signage on this property shall be in compliance with the City of Midland sign code.
6. That the landscaping shall adhere to the landscaping requirements of the Midland City Code.
7. That all driveways shall be approved by the Traffic Engineer.
8. That all fire lanes shall be approved by the Fire Marshal.
9. That City of Midland Ordinance No. 8596 is hereby repealed.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

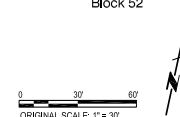
APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

BELMONT ADDITION SECTION 12 Lot 4-A Block 52



PD Site Plan:
Submitted to City of Midland P&Z
on November 9, 2012.

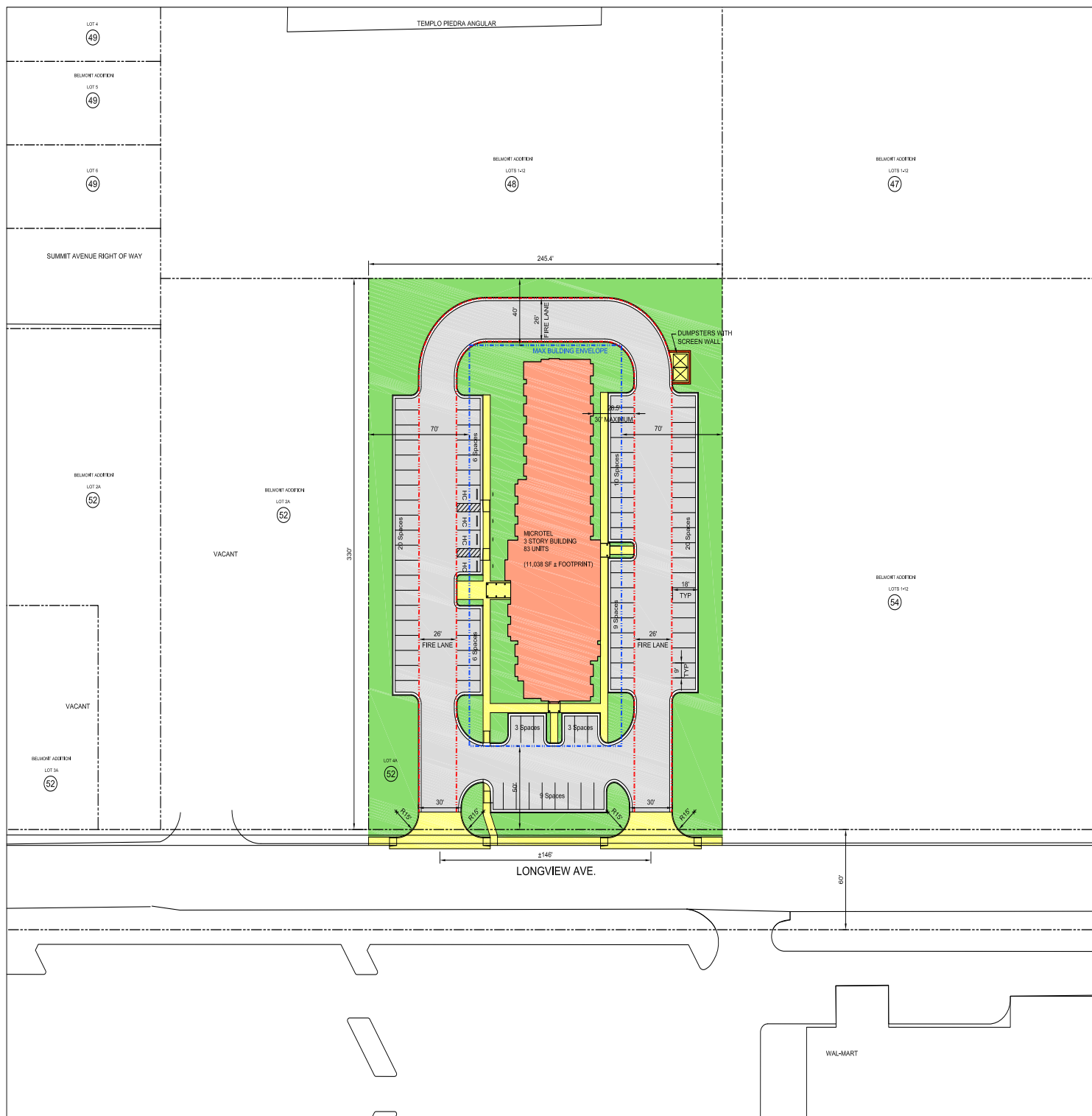
Revised PD Site Plan:
Submitted to City of Midland P&Z
on November 21, 2012.

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 [Grey Box] TO BE PAVED OR OTHER DRIVING SURFACE.
- SHADED AREAS DENOTED BY [Yellow Box] TO BE CONCRETE.
- SHADED AREAS DENOTED BY [Green Box] TO BE IRRIGATED & LANDSCAPED INCLUDING TREES OR SHRUBS - WHICH MAY BE ENHANCED BY OTHER LANDSCAPE MATERIALS.
- SHADED AREAS DENOTED BY [Red Box] ARE BUILDINGS.
- SHADED AREAS DENOTED BY [Red Line] ARE SCREEN WALLS OF WOOD, BRICK, STONE, OR LIKE MATERIALS.
- AREAS DENOTED BY [Red Dashed Line] 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 AND PER THE ELEVATION EXHIBITS.
- 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 LOCATED ON THE GROUND AND SURROUNDED BY A SCREEN WALL OF WOOD, BRICK, STONE OR LIKE MATERIALS.

SITE DATA

SITE AREA	80,963 SF ±
BUILDING AREA (Foot Print)	11,038 SF ±
BUILDING AREA (Total Floor Space)	33,114 SF ±
LANDSCAPE AREA REQUIRED	6,994 SF ±
LANDSCAPED AREA SHOWN	27,687 SF ±
PARKING SPACES REQUIRED (1 per Room)	83
PARKING SPACES PLANNED	90
H.C. PARKING SPACES REQUIRED	4
H.C. PARKING SPACES PLANNED	4







EXTERIOR FINISH SCHEDULE	
MATERIAL	COLOR
MATERIAL	
1 -	HARDIBOARD
2 -	30 YEAR ARCHITECTURAL ROOF SHINGLES
3 -	HARDIBOARD TRIM
4 -	MANUFACTURED STONE VENEER
COLOR	
A -	HOPSACK - SW 6109 (DARK BROWN PAINT)
B -	DARK BROWN - COLOR TO BE APPROVED
C -	KILIM BEIGE - SW 6106 (LIGHT BROWN PAINT)
D -	ELDORADO STONE - APPALACHIAN LIMESTONE OR APPROVED EQUIVALENT
NOTES:	
1. SIDING TO BE HARDIBOARD - COLOR PER ABOVE.	
2. 30 YEAR ARCHITECTURAL ROOF SHINGLES.	
3. ALL WINDOWS TO BE DOUBLE PANE, THERMAL INSULATED.	
4. ALL ROOF PENETRATIONS TO BE LOCATED TO THE REAR OF THE BUILDING.	

exterior elevation

PLANNING AND ZONING COMMISSION

January 14, 2013

CASE: Z-12-050

REQUEST: Hold a public hearing and consider a request for an amended PD, Planned District for a Shopping Center.

APPLICANT: Moriah Hospitality Midland, LLC.

OWNER: Dakota Resources, Inc.

REPRESENTATIVE: Parkhill, Smith & Cooper, Inc.

LEGAL DESCRIPTION: Lot 2A, Block 52, Belmont Addition, Section 12.

LOCATION: Generally located on the north side of W. Longview Avenue, approximately 790 feet east of Rankin Highway.

CURRENT ZONING: PD, Planned District for a Shopping Center

DETAILS OF REQUEST:

1. This property is presently zoned LR-2, Local Retail District. The applicant has submitted plans to develop a 3 story hotel with 83 rooms located off of Longview Avenue, and is requesting to rezone the property to PD, Planned District for a Shopping Center. The proposed maximum height of the building is 41 feet. The underlying district for the PD would remain as LR-2 for this property. The purpose of this application is to seek an increase in the maximum building height, and to adopt the new site plan.

SURROUNDING ZONING AND LAND USE:

2. The property is located north of the Walmart shopping center located off of Longview Avenue. Immediately to the west are the FCU Community Complex and a fuel center. The property is located among several other Planned Districts, and an undeveloped 1F-1 Single Family Residential District to the east.

ANALYSIS:

3. Two-story hotels are a permitted use in the LR-2 district, but restricted to a maximum height of 2 ½ standard stories. This would be a three story hotel with a maximum height of 41 feet. The proposed amount of setback for the building is 50 feet. Staff agrees that this provides an adequate amount of setback given the height of the building and surrounding land uses. Staff has no objection to the proposed building height.

SITE PLAN:

4. Exhibit A is a plan view of the hotel site. Two planned driveways are on the most eastern and western corners of the property. Staff agrees that the driveway spacing is adequate, and meets City standards. Landscaping will comply with the City requirements where at least 10 percent of the lot will be landscaped. The dumpster enclosure will be located northeast corner of the lot. The representative Mr. West, stated that the screening materials for the dumpster enclosure will be similar to the composition of the primary building. Building materials will consist of decorative or painted CMU, face brick, precast concrete, tile-wall, stucco, glazing, and roof materials may include composite, built-up, or standing seam metal roof.
5. Exhibits B, C, and D represent the elevation views of the proposed hotel. The building is 3 stories tall with composite materials for the roof. The exterior of the building is shown as hardiboard siding. We believe the conditions shown on Exhibit B will result in an attractive building compatible with existing development along Longview Avenue.

PARKING:

6. The hotel will have a total of 83 rooms. The minimum required parking ratio for a hotel is one space per room, and the applicant has 90 spaces planned along with 4 handicap spaces. Staff agrees that this amount of parking will meet the needs of the hotel.

STAFF RECOMMENDATION:

- A. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District.
- B. That the development of a hotel on this property shall conform to the conditions shown on the attached site plans, Exhibits A, B, and C in all respects.
- C. That the maximum height of the building shall not exceed 41 feet.

- D. That the exterior of the building shall be a combination of the materials denoted in Exhibits A, B, and C.
- E. That all fire lanes shall be in compliance per the Fire Marshal's Office.
- F. That all driveways are in compliance with Midland City Code.
- G. All signs on this lot shall conform to the Midland City Sign Code.
- H. Ordinance 8596 is repealed by this action.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, C
Ordinance 8596

Case Number: 2-12050

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Moriah Hospitality Midland, LLC		432-682-2510
Applicant Name		(Phone/e-mail)
303 W. Wall St., Suite 1500	Midland, Texas	79701
Address		Zip Code
Dakota Resources, Inc.		432-697-3420
Property Owner Name		(Phone/e-mail)
4914 N. Midkiff Rd.	Midland, Texas	79705-2515
Address		Zip Code
Parkhill, Smith & Cooper, Inc.		432-697-9758/ewest@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. Lot 4A, Block 52 in the Belmont Addition of the City of Midland (200 Longview Ave.)

PRESENT ZONE: PD-SC REQUESTED ZONE: PD-SC
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Amend the planned district.

Present Use of Property: Vacant

Proposed Use of Property: Hotel

How will zone change affect the public health, safety and welfare? It will have no effect.

Describe how conditions affecting the property have changed since present zoning designation:
It is ready to develop as a hotel.

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 proposals: 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 Dakota Resources, Inc., 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.

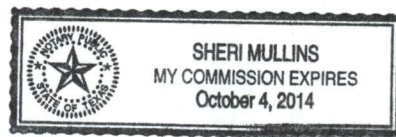


Authorized Agent (signature)

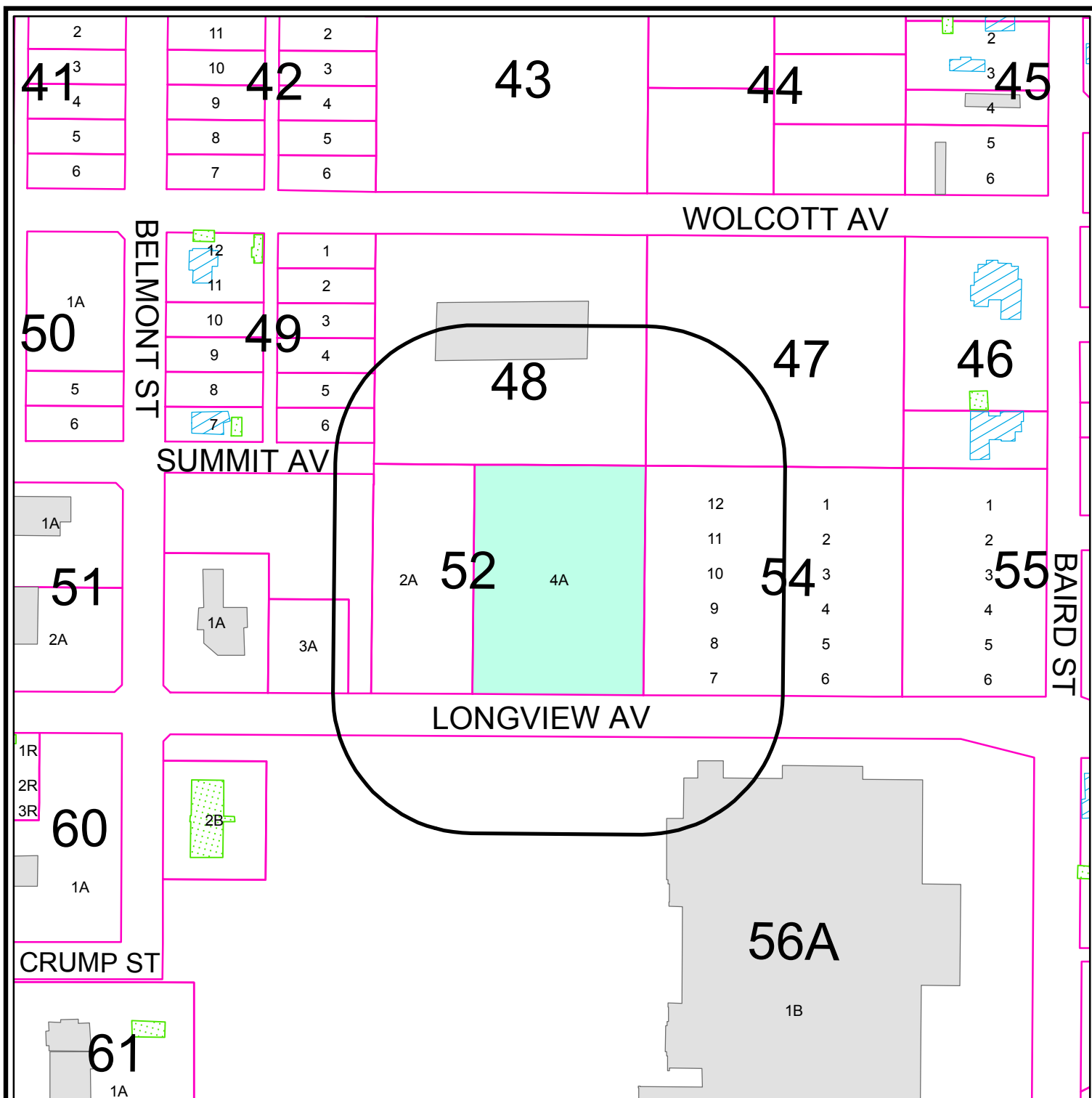
Subscribed and sworn to before me, this 9 day of November, 20 12, to certify which witness my hand and seal of office.


NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>MS</u>	Date: <u>11/9/12</u>
Assigned: <u>MS</u>	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 12 - 050

Scale: 1" = 200'

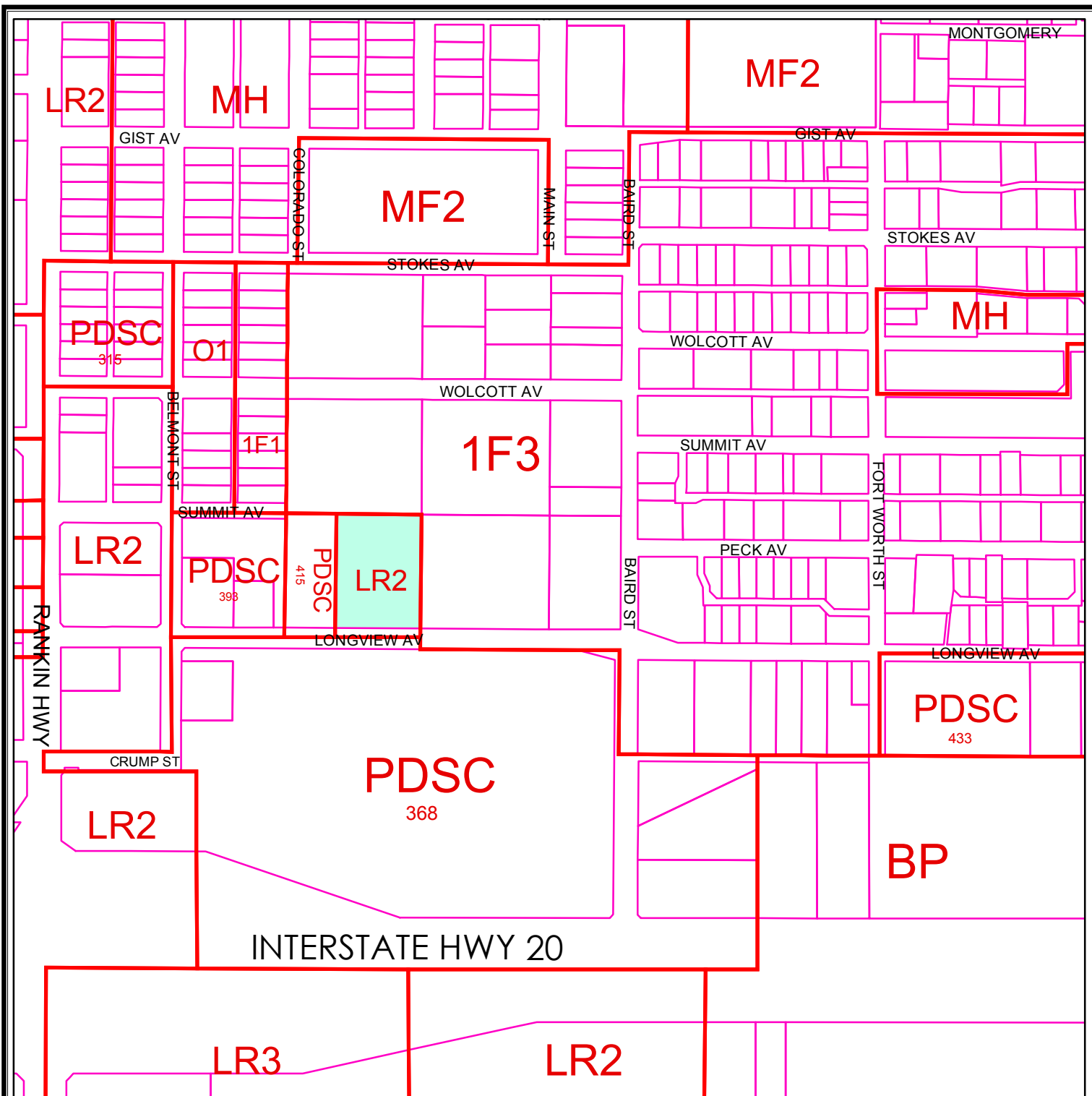
Consider a request for a zone change from LR-2, Local Retail District, to PD, Planned District for a Shopping Center on Lot 4A, Block 52, Belmont Addition, Section 12, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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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, SITING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.



ZONING MAP

Z - 12 - 050

Scale: 1" = 400'

Consider a request for a zone change from LR-2, Local Retail District, to PD, Planned District for a Shopping Center on Lot 4A, Block 52, Belmont Addition, Section 12, 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	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

© THE CITY OF MIDLAND 2012; 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, CITING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: 12/26/2013

TO: City Council / City Manager

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Black Family Partnership for a zone change from LR-2, Local Retail District to a PD, Planned District for a Shopping Center. (Generally located between Holiday Hill Road and Spence Drive, approximately 200 feet north of Briarwood Avenue.)

Purpose:

Consider an ordinance on second reading on a request by Black Family Partnership for a zone change from LR-2, Local Retail District, to a PD Planned District for a Shopping Center. The purpose of the request is to approve the zone change and adopt a new site plan. No changes have been made to this item since its first reading on February 12, 2013.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 3.54-ACRE TRACT OF LAND OUT OF SECTION 6, BLOCK "X", H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED LR-2, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED BETWEEN HOLIDAY HILL ROAD AND SPENCE DRIVE, APPROXIMATELY 200 FEET NORTH OF BRIARWOOD AVENUE; SAID 3.54-ACRE TRACT IS OUT OF THE NORTH HALF OF LOT 30, BLOCK 5, GREATHOUSE ADDITION, SECTION 6, BUT SAID LOT 30 HAS NOT BEEN REPLATTED); 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 PD, 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-2, Local Retail

District, and it shall be used as a PD, Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

A 3.54-acre tract of land out of Section 6, Block "X", H.P. Hilliard Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "D", 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 use and development of this property shall conform to the regulations of the LR-2, Local Retail District.
2. That a storage unit facility shall be a permitted use within this planned district.
3. That the site plan shall conform to the driveway access restrictions indicated on the related plat, being Greathouse Addition, Section 11.
4. That the development of this property shall conform in all respects to Exhibits "A", "B" and "C", which are attached hereto and incorporated herein.
5. That the site plan shall meet all requirements set forth by the Fire Marshal.
6. That the dumpster enclosure shall meet the specifications of the Solid Waste Department.
7. That the development shall meet all Building Code requirements. Large buildings shall have fire sprinklers. Buildings abutting adjacent property shall have fire rated exterior walls.
8. That the development shall meet the landscaping requirements of the Midland City Code.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



**A New Self Storage Facility
located In
Midland, Texas**

KEY PLAN

NO.	DATE	DESCRIPTION

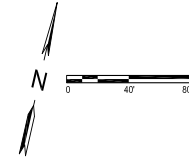
ISSUING OFFICE: Midland PROJECT NO: 1527.12

**PLANNED DISTRICT
SITE PLAN**

AS101

PLANNED DISTRICT SITE PLAN
GREATHOUSE SEC 6 SUBDIVISION
BLOCK #5
PROPOSED LOT 30A

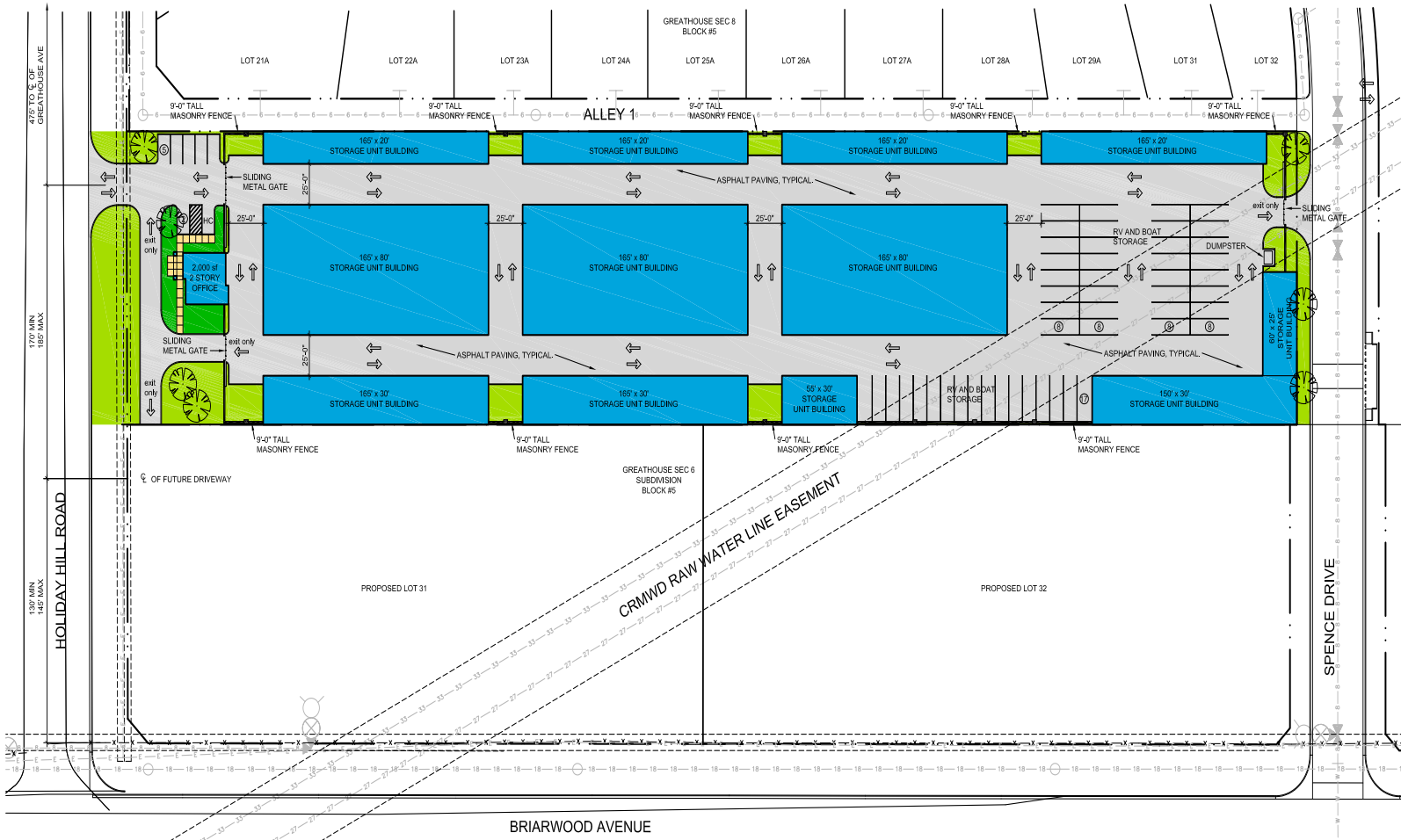
PD SITE PLAN
SUBMITTED TO THE CITY OF MIDLAND P&Z
ON NOVEMBER 9, 2012



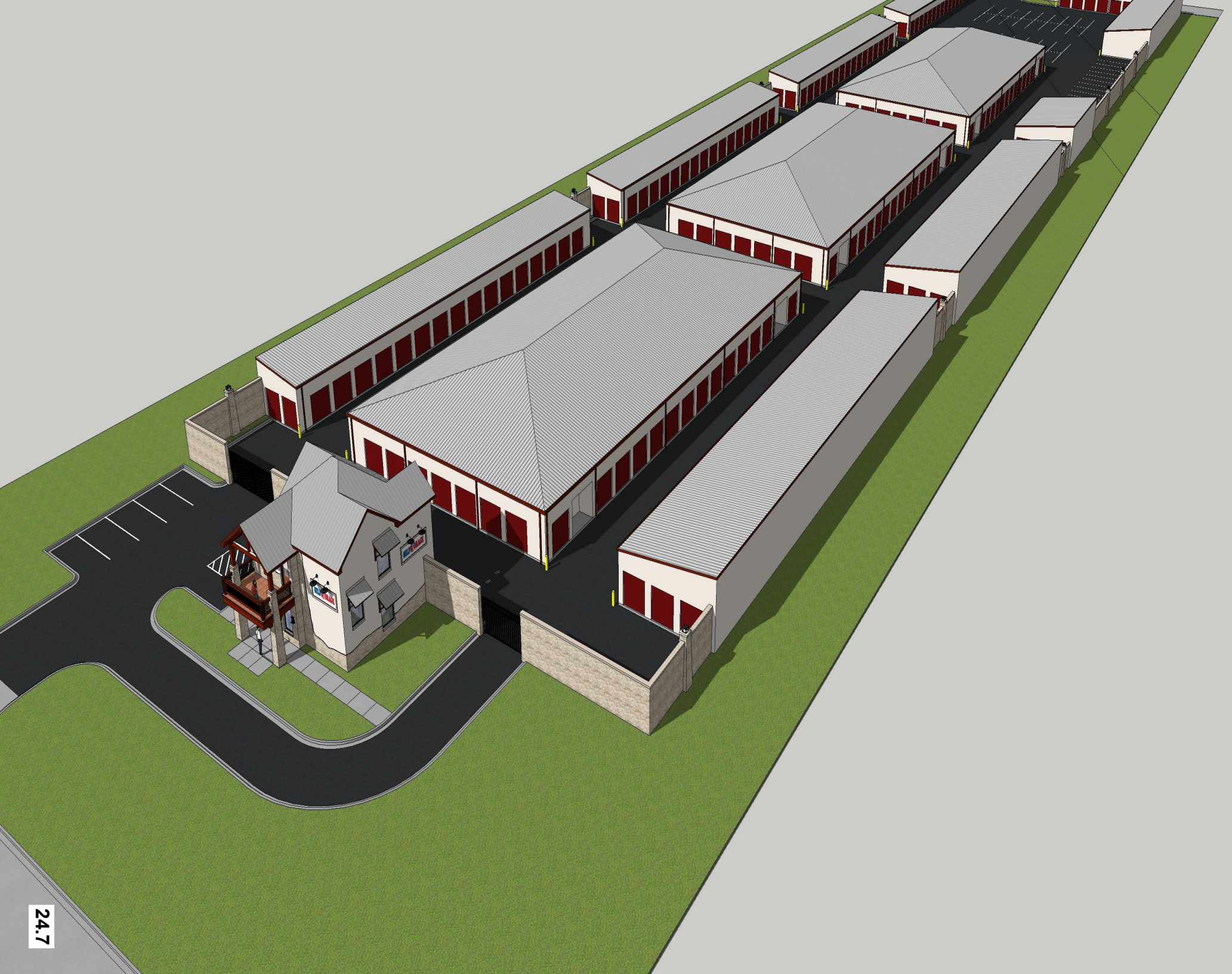
SITE DATA	
SITE AREA	154,278 SF +/-
BUILDING AREA (FOOT PRINT)	71,433 SF +/-
BUILDING AREA (TOTAL FLOOR SPACE)	72,433 SF +/-
LANDSCAPE AREA REQUIRED	8,285 SF +/-
LANDSCAPE AREA PROPOSED	8,295 SF +/-
TREES REQUIRED (3" CAL. MIN.)	7
PARKING SPACES REQUIRED	2
PARKING SPACES PROPOSED	7
H.C. PARKING SPACES REQUIRED	1
H.C. PARKING SPACES PROPOSED	1

LEGEND	
	ASPHALT PAVED OR OTHER DRIVING SURFACE
	CONCRETE SIDEWALK PAVING
	AREAS TO BE LANDSCAPED AND IRRIGATED. AREAS INCLUDE TREES, GRASS, SHRUBS OR OTHER ENHANCING LANDSCAPE MATERIAL
	LANDSCAPED OR XERISCAPED AREAS
	PROPOSED BUILDINGS

- NOTES:
1. LANDSCAPED AREA (NOT INCLUDING R.O.W.S) WILL BE A MINIMUM OF 10% OF TOTAL AREA LESS THE BUILDING AREA.
 2. EXTERIOR BUILDING MATERIALS SHALL BE DECORATIVE OR PAINTED CMU, FACE BRICK, PRECAST CONCRETE, TILT-WALL, STUCCO, GLAZING OR SIMILAR CONSTRUCTION.
 3. ROOF MATERIALS MAY INCLUDE COMPOSITE, BUILT-UP OR STANDING SEAM METAL ROOF.
 4. ALL SIGNS SHALL BE IN CONFORMANCE WITH SECTION 11-7a OF THE MIDLAND CITY CODE.
 5. ALL EXTERIOR LIGHTING SHALL ADHERE TO THE STANDARDS OUTLINED IN SECTION 11-10 OF THE MIDLAND CITY CODE.
 6. HVAC UNITS WILL BE MOUNTED ON GROUND AND SURROUNDED BY A SCREEN WALL.
 7. 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.



A1 PRELIMINARY SITE PLAN
1" = 40'-0"





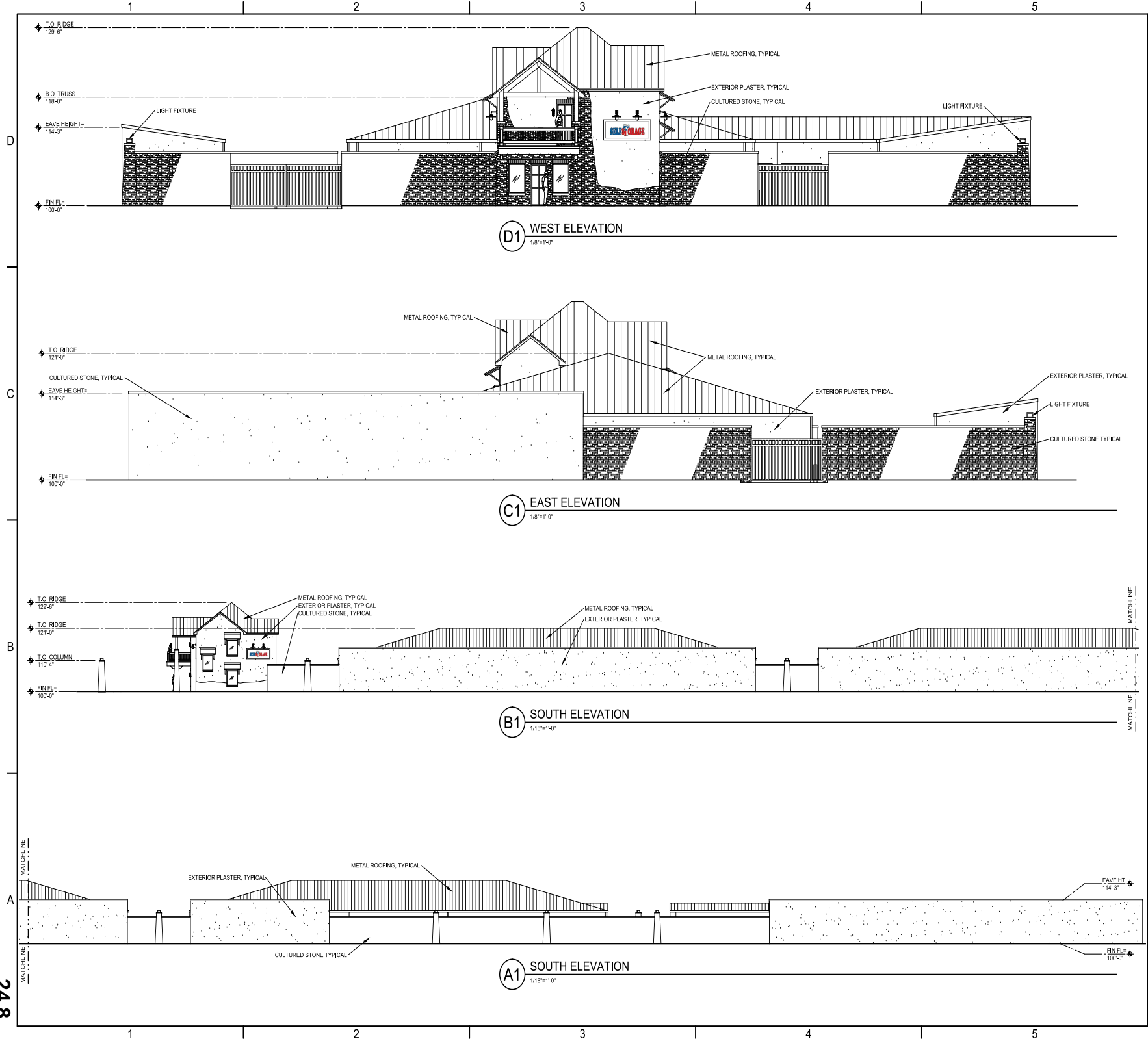
A New Self Storage Facility
located in
Midland, Texas

KEY PLAN

NO.	DATE	DESCRIPTION

ISSUING OFFICE: Midland PROJECT NO: 9527.12

EXTERIOR ELEVATIONS



LR-2 to PD-SC ZONING

LEGAL DESCRIPTION FOR THE
NORTH 180 FEET OF LOT 30, BLOCK 5,
GREATHOUSE ADDITION, SECTION 6,
Recorded in Cabinet "G", Page 198, P.R.M.C.,
BEING A 3.54 ACRE TRACT
LOCATED IN THE WEST HALF OF SECTION 6,
BLOCK X, H. P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS



Boundary being further described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Lot 30, Block 5, and this tract on the East right-of-way line of Holiday Hill Road, from whence a 3/8" spike & 2" aluminum washer marked "PLS 1974" found at the Southwest corner of said Section 6 bears S74°46'44"W, a distance of 60.00 feet and S15°13'16"E, a distance of 435.42 feet;

THENCE N74°55'48"E with the North line of said Lot 30, Block 5 and the South line of an existing 20 foot alley, a distance of 857.52 feet to the Northeast corner of said Lot 30, Block 5 and this tract;

THENCE S15°04'13"E with the East line of said Lot 30, Block 5 and the West right-of-way line of Spence Drive, a distance of 180.00 feet to an exterior corner of said Lot 30, Block 5 and the Southeast corner of this tract;

THENCE S74°55'48"W, at 5.00 feet pass an interior corner of said Lot 30, Block 5 continuing for a total distance of 857.05 feet to the Southwest corner of this tract;

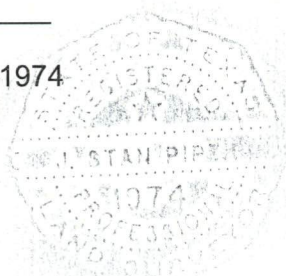
THENCE N15°13'16"W with said right-of-way line of Holiday Hill Road and the West line of said Lot 30, Block 5, a distance of 180.00 feet to the **PLACE OF BEGINNING**. Tract contains 154,309 square feet or 3.54 Acres

Bearings are relative to Greathouse Addition, Section 1 as recorded in Cabinet F, Page 45, Plat Records of Midland County.

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.

J. Stan Piper
Registered Professional Land Surveyor #1974
Date: December 19, 2012

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



CASE NO. Z-12052

PLANNING AND ZONING COMMISSION

January 14, 2013

CASE: Z-12-052

REQUEST: Hold a public hearing and consider a request for a zone change from LR-1, Local Retail District, to a PDSC, Planned District for a Shopping Center.

APPLICANT/OWNER: Black Family Partnership, LTD.

REPRESENTATIVE: Parkhill Smith & Cooper.

LEGAL DESCRIPTION: North 3.54 acres of Lot 30, Block 5, Greathouse Addition, Section 6, City and County of Midland, Texas.

LOCATION: Generally located between Holiday Hill Road and Spence Drive, approximately 200 feet north of Briarwood Avenue.

CURRENT ZONING: LR-2, Local Retail District.

ASSOCIATED CASE: P-12-056

DETAILS OF REQUEST:

1. The applicant plans to develop a storage unit facility on the above described tract of land. The use of a Planned District satisfies the code's requirement for site plan approval and architectural control as required by the Midland City Code.

SURROUNDING ZONING AND LAND USE:

2. This property has frontage along Holiday Hill Road, Briarwood Avenue, and Spence Drive. Immediately north of this property is a PD, Planned District for a Housing Development, with an underlying zoning classification of 1F-2, Single Family Dwelling District. A mixed wood and masonry fence is currently in place along the Planned District's southern-most boundary, which runs in an east/west direction from Spence Drive to Holiday Hill Road. Immediately east of this property is a large LR-2, Local Retail District, and to the west of this property is a large MF-1, Multi-Family Residential District. South of this property is a large LR-1, Local Retail District, a large MF-1, Multi-Family District; and a large 1F-3 and 1F-2, Single Family Dwelling Districts.

ANALYSIS:

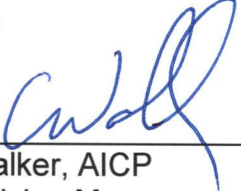
3. The applicant's request to rezone this property is to allow for the future development of storage units. The Single Family zoned district to the north of this property is separated by a mixed masonry/wood fence that may serve as a screening barrier. The submitted site plan for this case shows proposed parking spaces for the storage of RVs, boats, and other similar items.

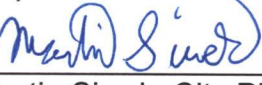
The surrounding zoning districts to the east and west of this property should not be adversely affected by this proposed land use. Staff recommends approval of this zone change in order to accommodate the use of the property for future development of the proposed storage units.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from LR-2, Local Retail District, to a PDSC, Planned District for a Shopping Center subject to the below conditions.

1. The Planned District will be subject to regulations of the LR-2 District, except as stated below:
2. The development of storage units may be permitted.
3. The proposed site plan conforms to the driveway access restrictions indicated on the related plat: Greathouse Addition, Section 11.
4. That the proposed development conforms to the attached exhibits in all respects.
5. That the proposed site plan meet all requirements by the Fire Marshall's Office.
6. That the proposed dumpster enclosure meets the Solid Waste Department minimum specifications.
7. The proposed development must meet all building code requirements. Large buildings require fire sprinklers. Buildings abutting adjacent property require fire rated exterior walls.
8. The proposed development will meet the requirements of the City of Midland Landscape code.


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, and C

Case Number: Z-12-052

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Black Family Partnership, LTD. 432-683-2950
Applicant Name (Phone/e-mail)

P.O. Box 50820 Midland, Texas 79710
Address Zip Code

SAME

Property Owner Name (Phone/e-mail)

Address Zip Code

Parkhill, Smith & Cooper, Inc. 432-697-9758/ewest@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. Proposed Lot 30A, Block 5, Greathouse Addition

PRESENT ZONE: LR-2 REQUESTED ZONE: PD-SC
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Provide a new self-storage facility for this area of town.

Present Use of Property: Vacant

Proposed Use of Property: Self-Storage Complex

How will zone change affect the public health, safety and welfare? It will not.

Describe how conditions affecting the property have changed since present zoning designation:
Potential for use as a self-storage facility.

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: _____ 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 Black Family Partnership, LTD, 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.

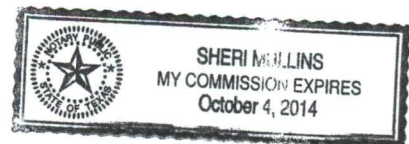
Eric L. West

Authorized Agent (signature)

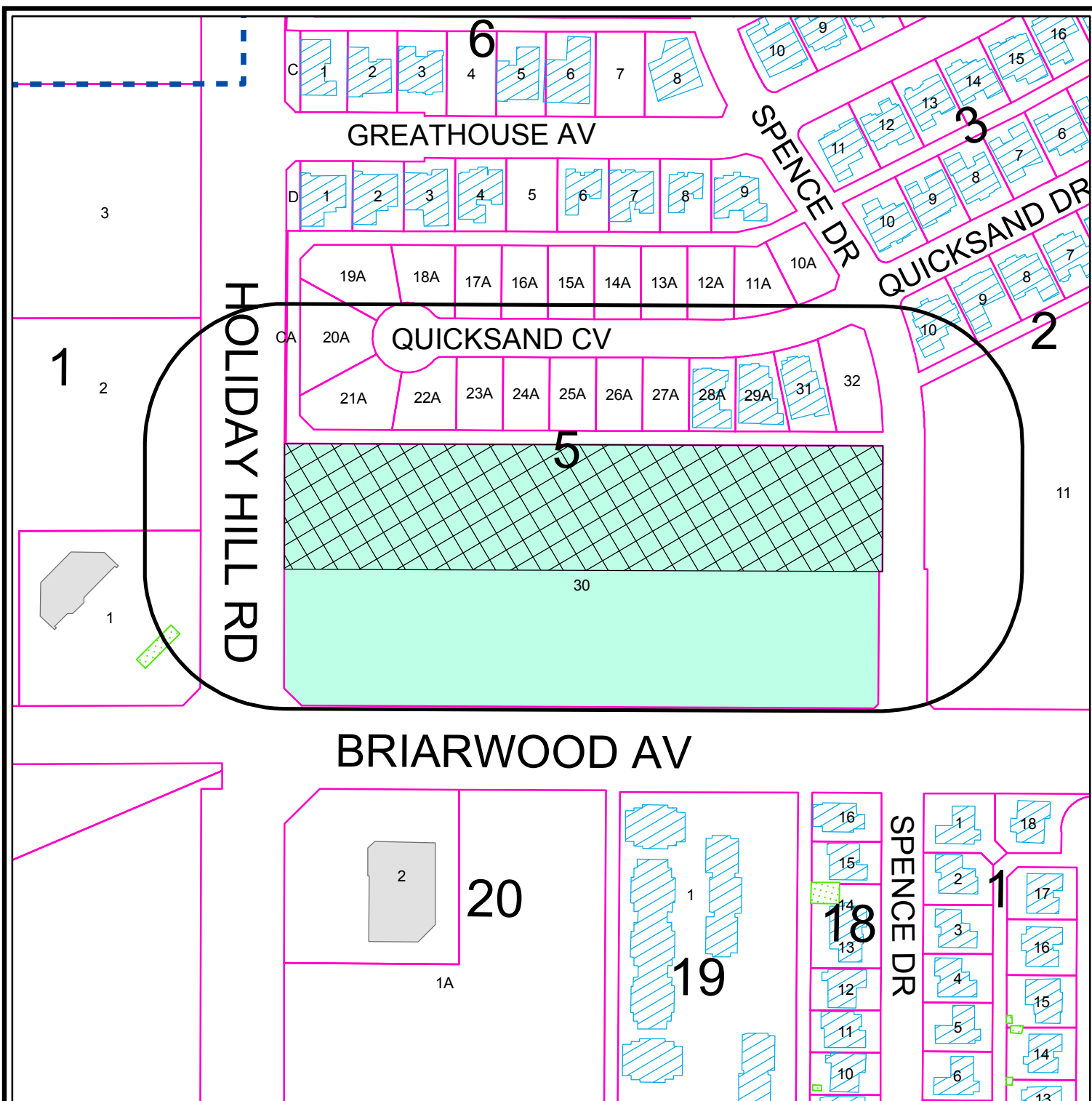
Subscribed and sworn to before me, this 9 day of November, 20 12, to certify which
witness my hand and seal of office.

Sheri Mullins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>MS</u>	Date: <u>11/12/12</u>
Assigned: <u>MS</u>	
For: <u>P&Z</u>	On: <u>11/14/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 12 - 052

Scale: 1" = 200'

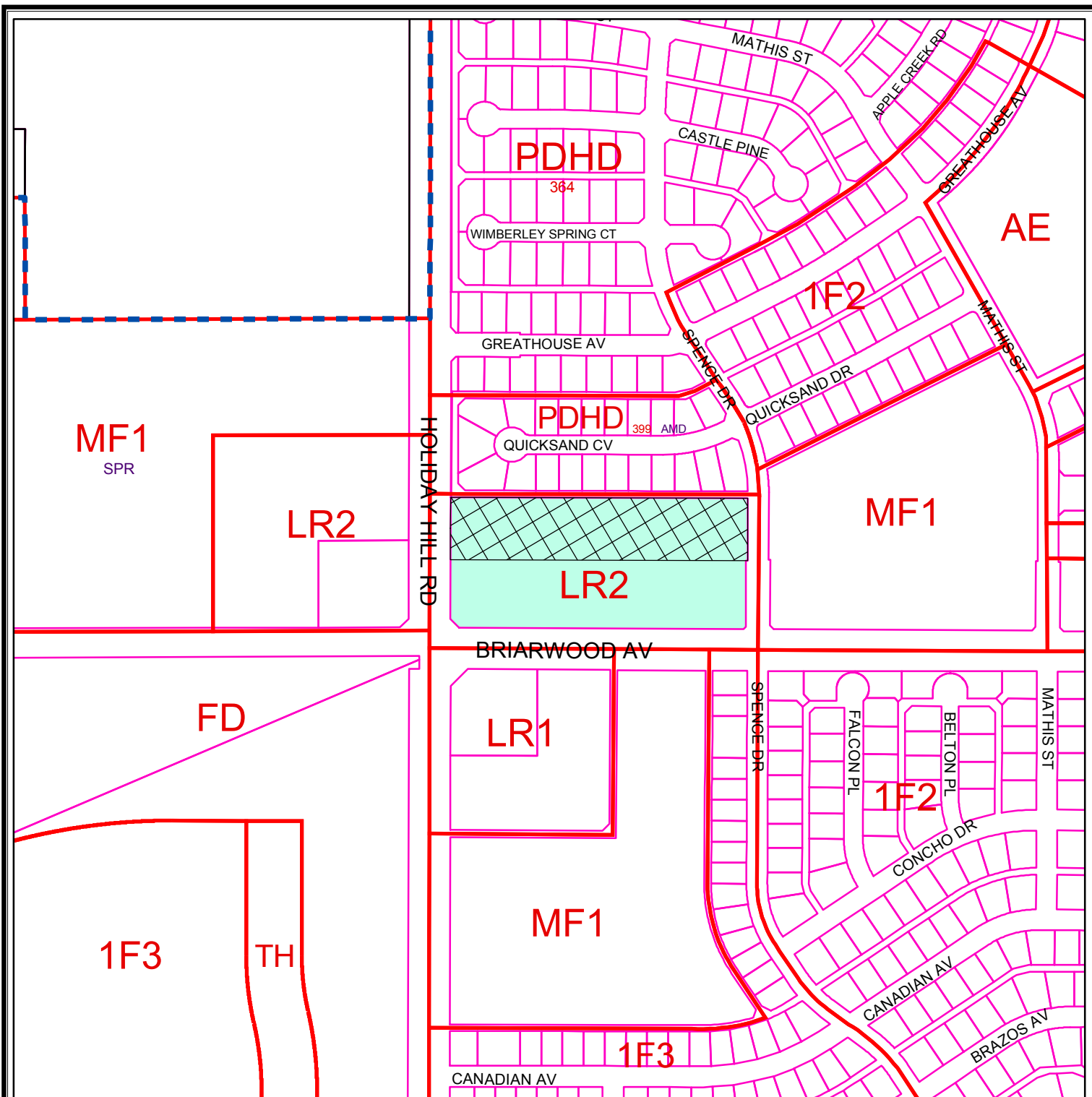
Consider a request for a zone change from LR-2, Local Retail District, to PD, Planned District for a Shopping Center on the north 3.54 acres of Lot 30, Block 5, Greathouse Addition, Section 6, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 12 - 052

Scale: 1" = 400'

Consider a request for a zone change from LR-2, Local Retail District, to PD, Planned District for a Shopping Center on the north 3.54 acres of Lot 30, Block 5, Greathouse Addition, Section 6, 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 26, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by KJ Properties for a zone change from 1F-3, One-Family Dwelling District to PD, Planned District for a Shopping Center.

Purpose:

Consider an ordinance on second reading on a request by KJ Properties for a zone change from 1F-3, One-Family Dwelling District to PD, Planned District for a Shopping Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

KJ Properties wishes to construct a Candlewood Suites hotel with 113 rooms on this site. Two exhibits, Exhibits A and B were included that illustrate the site development and elevation views of the hotel. All of the conditions shown on these exhibits meet the City's development regulations including building setbacks, parking, exterior building materials, landscaping, and the signs will conform to the City's Sign Code. The City Council approved this ordinance during a public hearing on February 12, 2013. This ordinance is now reading for second reading consideration.

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 4.356-ACRE TRACT OF LAND WITHIN BLOCKS 54 AND 55 AND THE ADJACENT VACATED STREET AND ALLEY RIGHTS-OF-WAY, BELMONT ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED 1F-3, ONE-FAMILY DWELLING DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTHEAST CORNER OF LONGVIEW AVENUE AND BAIRD STREET); 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 PD, 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 1F-3, One-Family Dwelling District, and it shall be used as a PD, Planned District for a Shopping Center,

subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

A 4.356-acre tract of land within Blocks 54 and 55 and the adjacent vacated street and alley rights-of-way, Belmont Addition, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "C", which is attached hereto and incorporated herein.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That this property shall be subject to the regulations of the LR-1, Local Retail District, except as otherwise stated below.
2. That this property may be developed with a hotel that shall conform in all respects to the conditions shown on Exhibits "A" and "B", which are attached hereto and incorporated herein.
3. That the maximum building height shall not exceed four stories or 54 feet, whichever is lower.
4. That a maximum of 113 hotel rooms shall be allowed.
5. That the construction and operation of a hotel on this property shall conform to all applicable regulations of the City of Midland.
6. That a minimum 26-foot fire lane shall be maintained adjacent to the hotel.
7. That the parking plan shown on Exhibit "A" shall be considered illustrative. The minimum number of parking spaces shall be determined through the building permit process.
8. That no development shall occur and no building permit shall be issued until this property is replatted.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

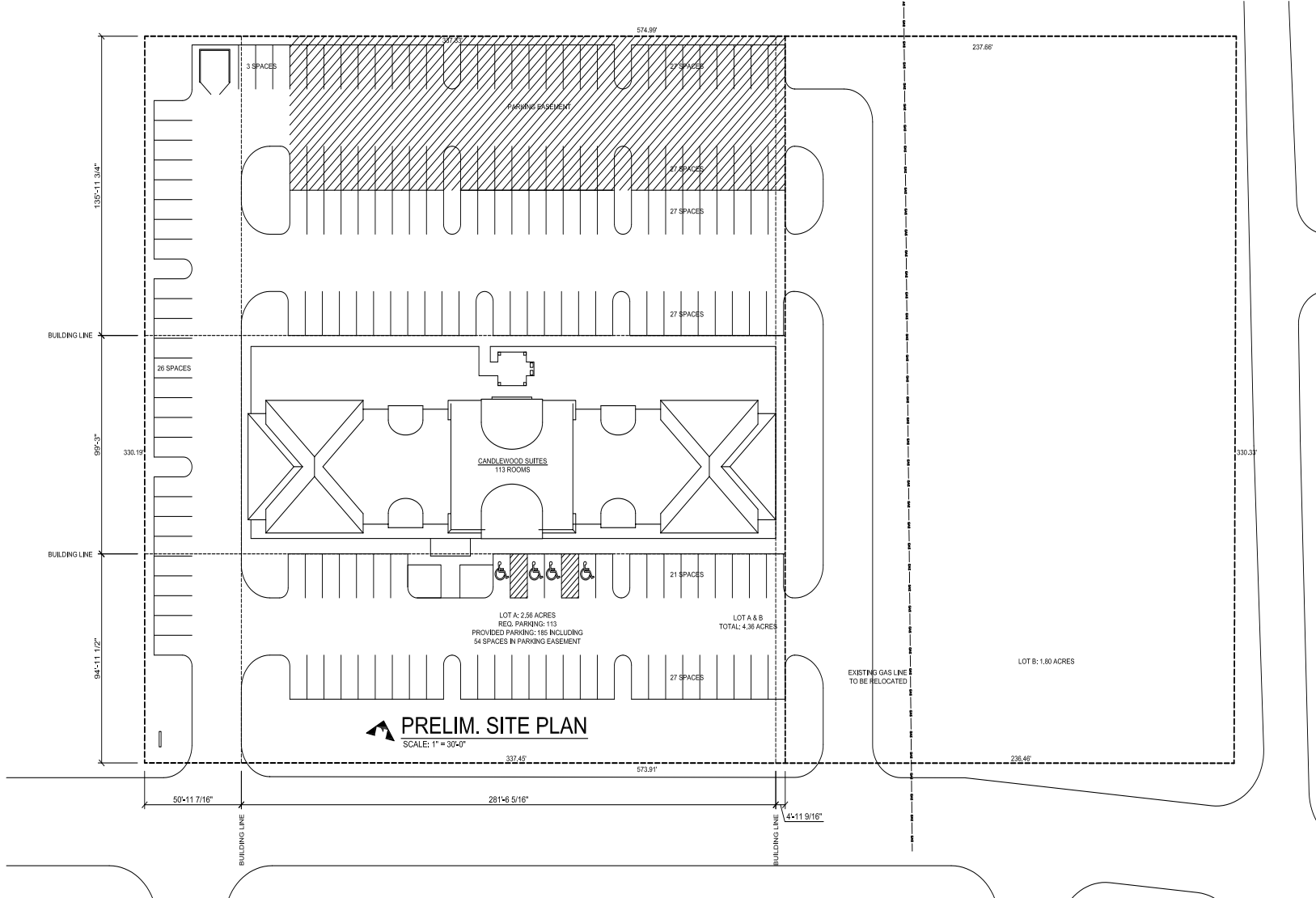
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

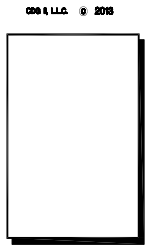
James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



JOB NUMBER	12026
ISSUE DATE	01-04-13
REVISIONS	



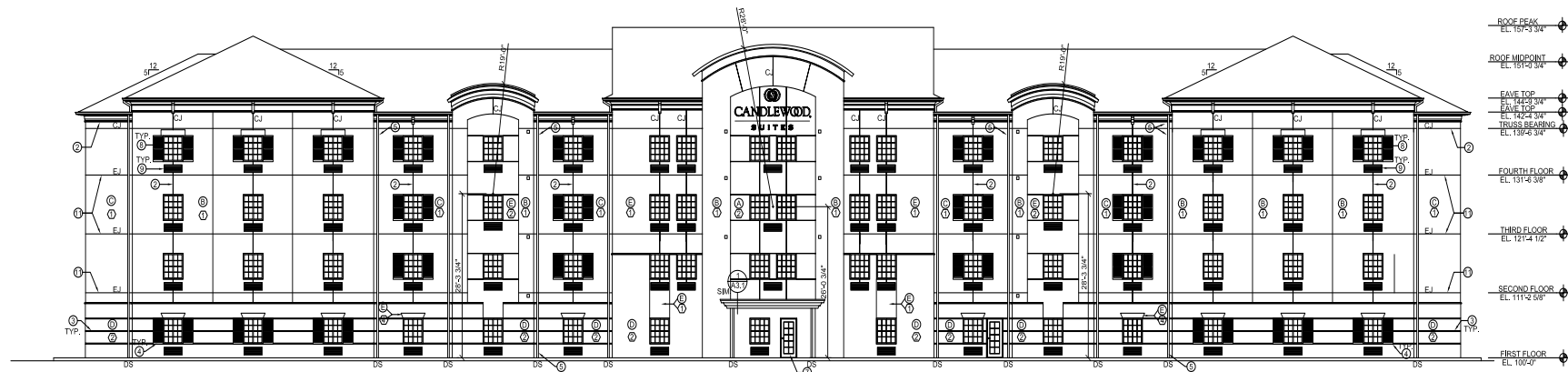
PROPOSED HOTEL
MIDLAND, TEXAS

ARCHITECTURE · DESIGN · PLANNING
Central Design Group & L.L.C. · 200 Old 63 South, Suite 305 · Columbia, Missouri 65201 · Tel: 573.441.9391 · Fax: 866.685.0160



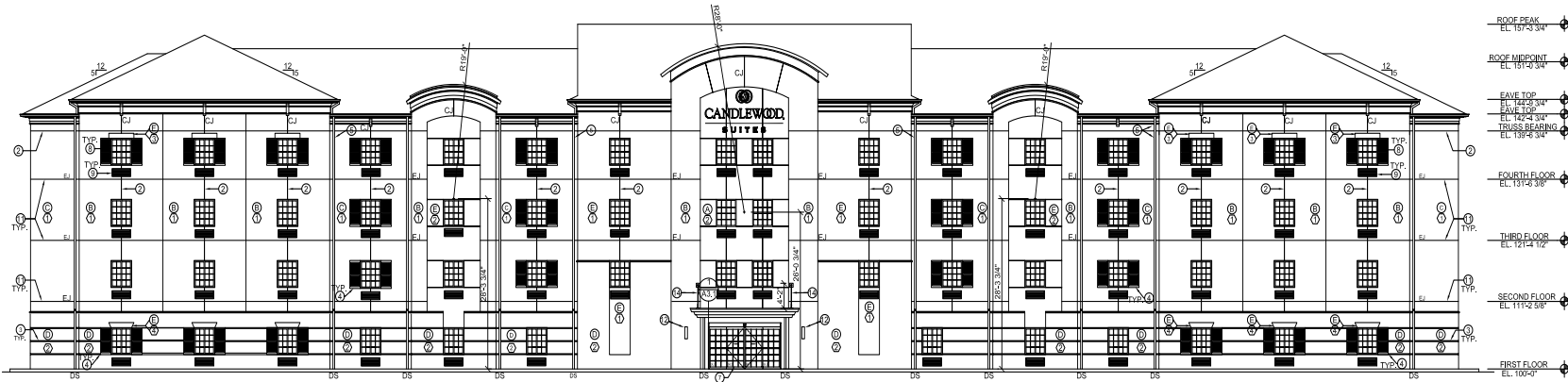
PRELIMINARY
SITE PLAN

N



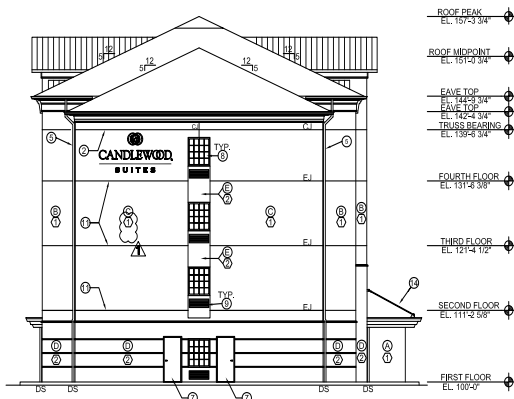
REAR ELEVATION

SCALE: 3/32" = 1'-0"



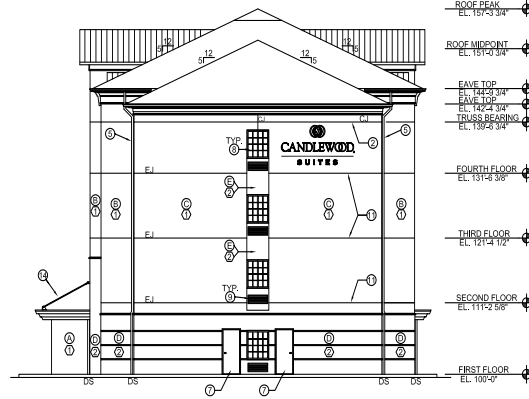
FRONT ELEVATION

SCALE: 3/32" = 1'-0"



LEFT END ELEVATION

SCALE: 3/32" = 1'-0"



RIGHT END ELEVATION

SCALE: 3/32" = 1'-0"

ELEVATION NOTES

MATERIAL NOTES

1. WALLS - (E.F.S.) EXTERIOR INSULATION FINISH SYSTEM
2. CONTROL JOINT INDICATED AS 'CJ' ON DRAWINGS; 3/4" X 3/4" CONSTRUCTION 'V' JOINT IN E.F.S. & NOTES THIS DETAIL TO BE USED AT JOINT WHERE E.F.S. THICKNESS DOES NOT CHANGE
3. 2" HIGH X 3/4" DEEP RUSTICATION JOINT, SEE DET. 110A.3
4. WHITE LOUVER SHUTTER BY PERFECT SHUTTERS INC. (SEE GEN. NOTE 5)
5. PRE-FINISHED ALUMINUM GUTTERS & DOWNSPOUT BLACK, UNLESS OTHERWISE NOTED
6. HOLLOW METAL DOORS - SEE SCHEDULE
7. GLASS ALUMINUM DOORS - SEE SCHEDULE
8. 6'0" X 4' 0" WINDOW UNITS NOTED OTHERWISE
9. THRU-WALL HVAC UNIT - SEE MECH. - COLOR TO MATCH ADJACENT E.F.S. COLOR
10. MECH. LOUVERS, SEE MECH. DWGS. FOR SIZE, ALSO REF. STRUCT. DWGS. FOR HEADER SIZE AND LOCATION, PAINT LOUVER TO MATCH ADJACENT SURFACE
11. EXPANSION JOINT IN E.F.S. INDICATED AS 'EJ' ON DRAWINGS; SHEATHING WITH INSULANT & ROOF FLOOR, SEE DET. 110A.3, 110A.4
12. EXTERIOR LIGHTS - REFER TO ELECTRICAL
13. WHITE STANDING SEAM METAL ROOF PANELS
14. DECORATIVE CANOPY HANGER, SEE DET. 11A.1
15. E.F.S. BRACKET, BENJAMIN MOORE COLOR WHITE HERON (OC-67), SEE DET. 11A.2

E.F.S. THICKNESS

1. 2" THICK E.F.S.
2. 1/2" THICK E.F.S.
3. 1" THICK E.F.S.
4. 3/4" THICK E.F.S.

E.F.S. COLOR

MATCH E.F.S. COLOR TO THE FOLLOWING BENJAMIN MOORE COLORS

1. WHITE HERON	OC-67
2. WHITE SAND	OC-10
3. PROMINENCE OLIVE	HC-68
4. MAYFLOWER RED	HC-69
5. VALLEY FORGE TAN	AC-25
6. ANCHOR GRAY	212B-05

GENERAL NOTES:

1. COLOR OF FACED, AND SURF TO MATCH E.F.S. COLOR 'V'
2. CONDUCTOR HEADS SHALL BE SEAMLESS & PREFINISHED TO MATCH ADJACENT BUILDING SURFACE
3. ALL SHUTTERS COLOR TO MATCH BENJAMIN MOORE COLOR (ANCHOR GRAY AC-25)

NOT FOR CONSTRUCTION
PRELIMINARY

JOB NUMBER	12026
ISSUE DATE	11-16-12
REVISIONS	

CDB & L.L.C. © 2012

NOT FOR
CONSTRUCTION
PRELIMINARYCANDLEWOOD SUITES
MIDLAND, TEXASEXTERIOR
ELEVATIONS

A3.0

ARCHITECTURE · DESIGN · PLANNING
Central Design Group, LLC · 200 Old 83 South, Suite 305 · Columbia, Missouri 65201 · Tel. 573.441.9391 · Fax: 866.885.0160



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING

FIRM # 001363

**521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 or 580-8812 • FAX (432) 332-8812**

Legal Description for a 4.356 Acre Tract of Land in Belmont Addition to the City of Midland, Midland County, Texas.

Being All of Lots 1-12, Block 54, Lots 1-6, Block 55, the portion of Main Street between Blocks 54 and 55 (80 foot wide), the 20 foot Alley in Block 54, the East Half of Loraine Street adjacent to the west line of Block 54 (30 foot wide) and the South Half of Summit Street from the centerline of Loraine Street to the west right of way line of South Baird Street (30 foot wide), in Belmont Addition to the City of Midland, recorded in Cabinet B, Page 15, Plat Records, Midland County, Texas.

Boundary Being More Fully described as Follows:

Beginning at a ½" iron rod found in the north right of way line of Longview Street and the west right of way line of said South Baird Street at the southeast corner of said Block 55, being the southeast corner of this tract;

Thence South 75°50'05" West with the north right of way line of said Longview Street, a distance of 573.91 feet to a ½" iron rod with plastic cap marked "LCA ODESSA TX" set in the centerline of said Loraine Street for the southwest corner of this tract;

Thence North 14°09'55" West with the centerline of said Loraine Street, a distance of 330.19 feet to a ½" iron rod with plastic cap marked "LCA ODESSA TX" set in the centerline of said Summit Street for the northwest corner of this tract;

Thence North 75°49'16" East with the centerline of said Summit Street, a distance of 574.99 feet to a ½" iron rod with plastic cap marked "LCA ODESSA TX" set in the west right of way line of said South Baird Street for the northeast corner of this tract;

Thence South 13°58'39" East with the west right of way line of said South Baird Street, a distance of 330.33 feet to the Point of Beginning.

Containing 4.356 surface acres of land.

Bearings and distances are based on the Texas Coordinate System, NAD 83, Central Zone.

EXHIBIT C

LCA
A. S. Burrell
Aaron S. Burrell, RPLS 5689
4 January, 2013



LCA Project Number 2012-133



CASE NO. 2-12-053

25.8

PLANNING AND ZONING COMMISSION

January 14, 2013

CASE: Z-12-053.

REQUEST: Hold a public hearing and consider a request for a zone change from 1F-3, One-Family Dwelling District to PD, Planned District for a Shopping Center.

APPLICANT: KJ Hotel Properties.

OWNER: Jerry Campbell.

LEGAL DESCRIPTION: A 4.356-acre tract within Blocks 54 and 55, and the adjacent vacated streets and alley rights-of-way, Belmont Addition, city and County of Midland, Texas.

LOCATION: North side of Longview Avenue, west of Belmont Avenue.

CURRENT ZONING: 1F-3, One-Family Dwelling District.

DETAILS OF REQUEST:

1. KJ Hotel Properties is proposing to construct a Candlewood Suites hotel on this property. Because the hotel is proposed to be four stories tall, the staff recommended a request to rezone this property from 1F-3 District to Planned District for a Shopping Center. The applicant has provided two exhibits, Exhibits A and B, to illustrate the proposed hotel. In addition to this zone change, this property must be replatted before construction can commence.

SURROUNDING ZONING AND LAND USE:

2. Most of the surrounding land is vacant, except for the Wal-Mart store located on the south side of Longview Avenue. The land to the west is zoned LR-2 District, but is vacant. The land to the north and east is zoned 1F-3 District. Single-family residences are located immediately to the north and east.

ANALYSIS:

3. Exhibit A is a plan view of the project. Access into the site will be from two driveways on Longview Avenue. The building footprint is located near the center of the property to maximum building setbacks. The setback from the south line is 96 feet, from the north line is 135 feet, and from the west line is 95 feet. The increased setbacks (the minimum is 20 feet) should mitigate impacts arising from

a four-story building. Exhibit A lists the number of rooms at 113, which requires 113 parking spaces. A total of 182 spaces are shown on Exhibit A. The applicant indicates he anticipates construction of a restaurant on the eastern end of this property, and the surplus hotel parking will supplement the restaurant. One business sign is located at the western driveway that will conform to the Sign Code. A solid waste container is shown in the northeast corner of the site, with screening to match the building. Access to the dumpster requires trucks with front pickup capability, which means the City cannot provide collection service.

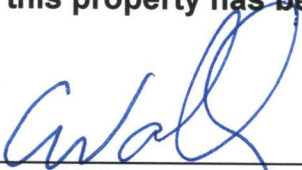
Exhibit B is an elevation view of the proposed hotel. It illustrates a four-story building with a maximum roof height of 57 feet. Notes on this exhibit state that the exterior walls will be EIFS, with a range of colors from White Heron and White Sand to Anchor Gray, and with limited red accents. The hip-style roof is labeled as a white standing seam metal material. We find that the style, materials and design of this proposed hotel is consistent with those that have received recent City Council approval on west Loop 250 and near Rankin Highway, and we believe these materials will integrate well within this setting.

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from 1F-3, One-Family Dwelling District to PD, Planned District for a Shopping Center, subject to the following conditions:

- 1. That this Planned District shall be subject to the regulations of the LR-1, Local Retail District, except as otherwise stated below.**
- 2. No development shall occur and no building permit shall be issued to this property until a site plan is approved in the same manner as a zone change.**
- 3. That a hotel with four stories, not to exceed 54 feet in height, may be constructed on this property, provided that it conforms to all of the conditions shown on Exhibits A and B, as well as the following conditions.**
- 4. The maximum number of rooms shall not exceed 113 and the number of parking spaces shall be between 113 and 182.**
- 5. The development of this property shall conform to the City's standard requirements regarding landscaping, signage, outdoor lighting and solid waste container screening.**
- 6. A minimum 26-foot wide fire lane shall be maintained around this hotel.**

7. No development shall occur and no building permit shall be issued until this property has been replatted as a single lot.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services

Jim Compton, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A and B

Case Number: 2-12-053

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

KJ Hotel Properties

417-294-0344 luv2fly41@aol.com

Applicant Name	(Phone/e-mail)
2054 Hill Haven Road, Hollister MO	65672
Address	Zip Code

Property Owner Name	(Phone/e-mail)
Address	Zip Code

Jerry Campbell	573-441-9391	jcampbell@centraldesigngroup.com
----------------	--------------	----------------------------------

Representative Name	(Phone/e-mail)
200 Old 63 South Columbia, MO	65201
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. _____

PRESENT ZONE: 1-F-3

REQUESTED ZONE: PD-SC

(List by tracts if more than one district is requested)

Reason for Zone Change Request: incorrect zoning for desired use

Present Use of Property: vanant

Proposed Use of Property: Hotel

How will zone change affect the public health, safety and welfare? No Affect

Describe how conditions affecting the property have changed since present zoning designation:
No Change

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: yes
Site Plan in digital format .pdf and .jpg: yes

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): Gilley Stue 8402, Ltd by Date: 11/15/12

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

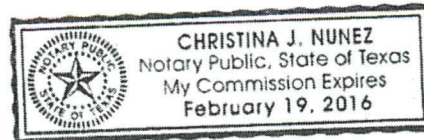
Larry G. Cook who, being by me duly sworn, upon oath says: That (s)he is authorized by Gilley Stue 8402, Ltd the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

[Signature]
Authorized Agent (signature)

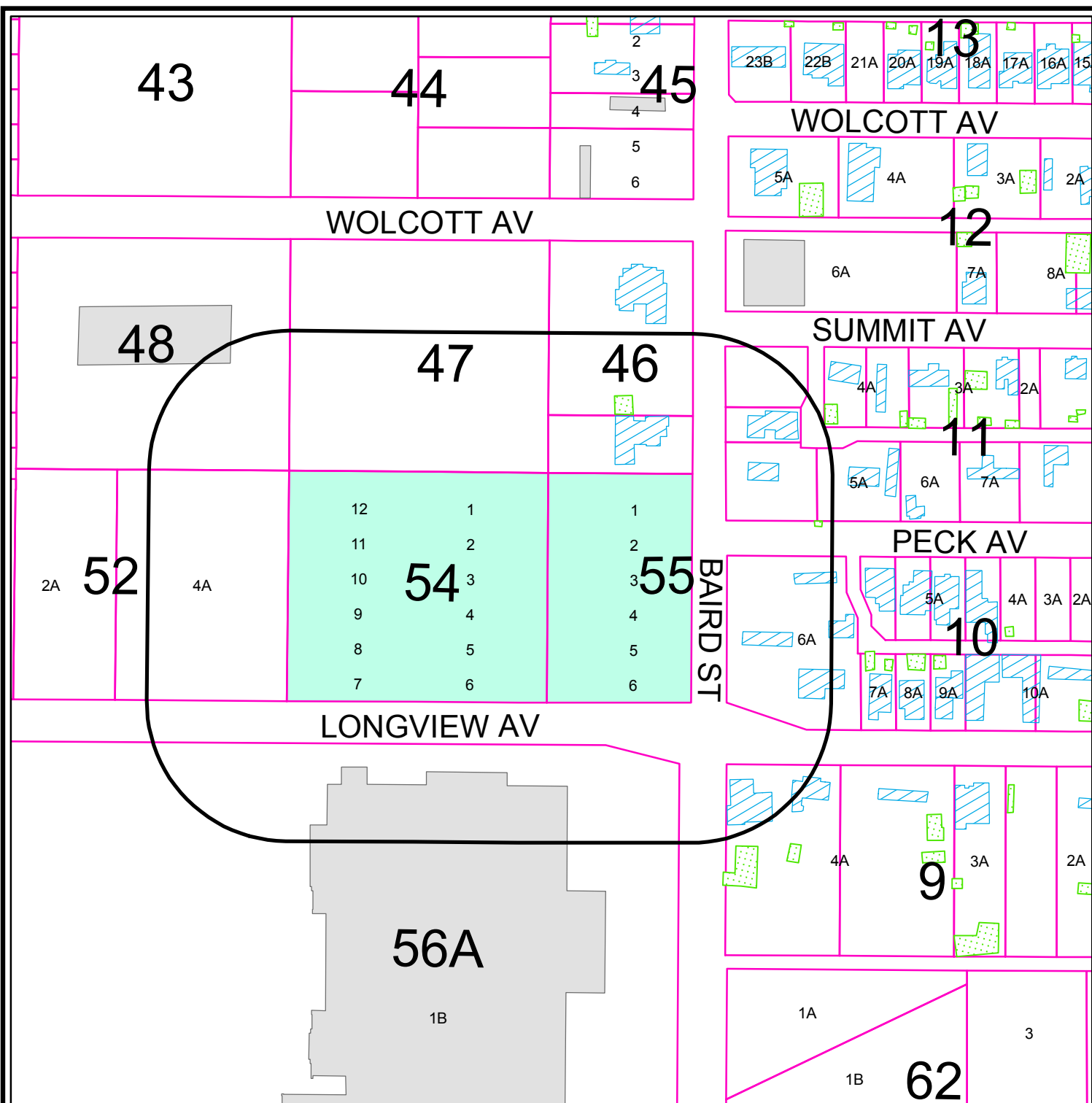
Subscribed and sworn to before me, this 15 day of November, 20 12, to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>JS</u>	Date: <u>11/16/12</u>
Assigned: <u>JC</u>	<u>12/13/12</u>
For: <u>P&Z</u>	On: <u>1-17-12</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 12 - 053

Scale: 1" = 200'

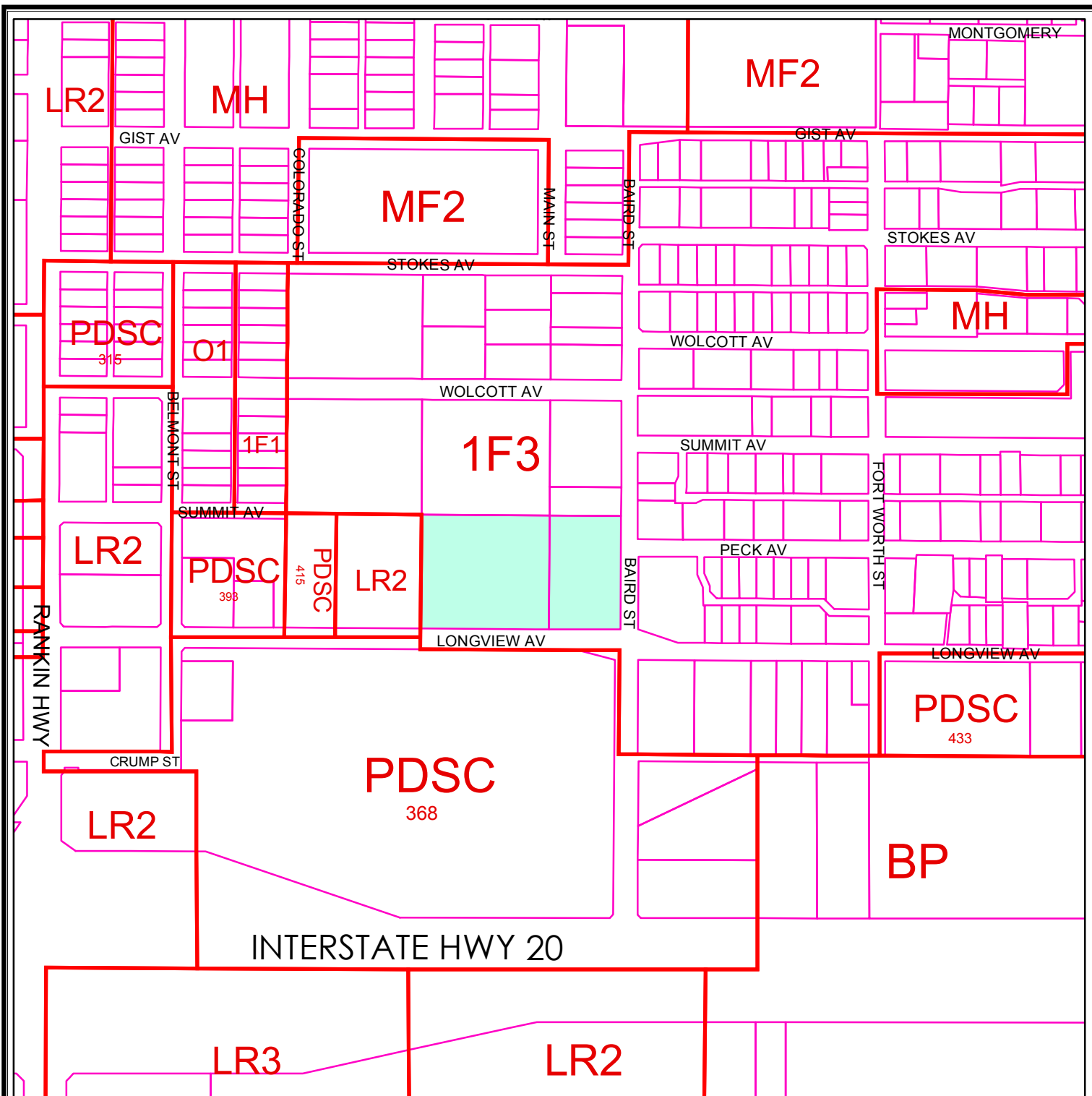
Consider a request for a zone change from 1F-3, One Family Dwelling District, to PD, Planned District for a Shopping Center on a 4.356-acre tract of land within Blocks 54 and 55 and the adjacent vacated streets and alley rights-of-way, Belmont Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 12 - 053

Scale: 1" = 400'

Consider a request for a zone change from 1F-3, One Family Dwelling District, to PD, Planned District for a Shopping Center on a 4.356-acre tract of land within Blocks 54 and 55 and the adjacent vacated streets and alley rights-of-way, Belmont 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	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 26, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Consider an ordinance on second reading on a request by Fasken Oil and Ranch for a zone change from FD, Future Development District to O-1, Office District.

Purpose:

Consider an ordinance on second reading on a request by Fasken Oil and Ranch for a zone change from FD, Future Development District to O-1, Office District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Fasken Oil and Ranch has completed the construction of a new office building on Holiday Hill Road. They are now planning a second phase of office buildings located north of the existing building. Before this can occur, a zone change to an O-1 District is required. The Planning and Zoning Commission recommended approval on January 14th, and the City Council approved the ordinance on first reading on February 12th. This ordinance is now ready for second reading consideration.

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 34.79-ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40, T-1-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 O-1, OFFICE DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF HOLIDAY HILL ROAD, APPROXIMATELY 800 FEET NORTH OF SHERWOOD DRIVE); 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 O-1, Office District, as set out hereinafter;

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

SECTION ONE. That 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 O-1, Office District, said property being described as follows:

A 34.79-acre tract of land out of Section 13, 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 "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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



110 W. Louisiana Ave. Suite. 110
MIDLAND TEXAS 79701-3414
OFFICE (432) 687-0865 FAX (432) 687-0868
www.team-west.com

July 18, 2012

FIELD NOTES OF A 34.79 ACRE TRACT OF LAND OUT OF SECTION 13, BLOCK 40,
T-1-S, T & P RR. COMPANY SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at a point in the center of Sherwood Drive and in the northern boundary of "The Vineyard Addition" as recorded in Cabinet "I", Page 83, Midland County Plat Records, located in Section 13, Block 40, T-1-S, T & P RR Company Survey, Midland County, Texas, for the most southerly Southeast corner of this tract, from which the Southeast corner of said Section 13 bears N 76°39'47" E, 719.98 feet and S 13°20'47" E, 2493.64 feet;

THENCE S 76°39'47" W, along the proposed centerline of Sherwood Drive, 350.00 feet to a point in the centerline of a proposed 100-foot right-of-way for the Southwest corner this tract;

THENCE N 13°20'13" W, along the centerline of a proposed 100-foot right-of-way, 1765.22 feet to a point of curvature this tract;

THENCE northwesterly along the curved boundary. Delta Angle=11°28'19", Radius Length=977.29 feet, Chord Bearing=N 16°23'18" W, Chord Length=195.35 feet and an Arc Length of 195.68 feet to a point for the Northwest corner this tract;

THENCE N76°33'28" E, 1089.18 feet to a point in the eastern boundary of said Section 13 for the Northeast corner of this tract;

THENCE S13°20'47" E, along the eastern boundary of said Section 13, 1112.28 feet to a point for the most northerly Southeast corner this tract;

THENCE S 76°39'47" W, along the northern boundary of said "The Vineyard Addition", 351.95 feet to a point of curvature this tract;

THENCE southwesterly along the curved boundary of "The Vineyard Addition", Delta Angle=90°00'00", Radius Length=368.64 feet, Chord Bearing=S 31°39'47" W, Chord Length=521.34 feet and an Arc Length of 579.06 feet to a point of tangency this tract;

THENCE S 13°20'13" E, along the western boundary of "The Vineyard Addition", 481.36 feet to the Place of Beginning and containing 34.79 acres of land.

Fasken Land and Mineral, Ltd.
O-1 Zoning, 23.61 Net Acres.
Job No. 2012-0802

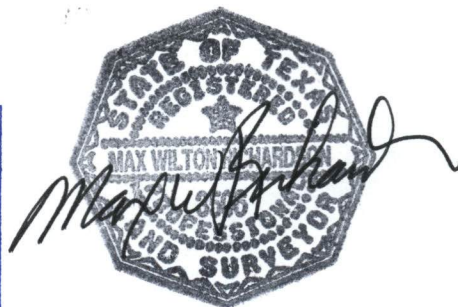
EXHIBIT

A

RECEIVED

DEC 5 2012

CITY OF MIDLAND
PLANNING DIVISION OFFICE



PLANNING AND ZONING COMMISSION

January 14, 2013

CASE: Z-12-054.

REQUEST: Hold a public hearing and consider a request for a zone change from FD, Future Development District to O-1, Office District.

APPLICANT/OWNER: Fasken Land and Ranch.

REPRESENTATIVE: West Company of Midland.

LEGAL DESCRIPTION: A 34.60-acre tract out of Section 13, Block 40, T&P RR Company Survey, Midland County, Texas.

LOCATION: West side of Holiday Hill Road, between Mockingbird Lane and Green Tree Boulevard.

DETAILS OF REQUEST:

1. Fasken Land and Mineral has prepared a development plan on approximately one-half section of land on the west side of Holiday Hill Road, extending between Mockingbird Lane and Green Tree Boulevard. In addition to oil and gas wells, the initial development in this area is a multi-story office building located at the northwest corner of Holiday Hill Road and Sherwood Drive. This development plan includes 10 different zoning classifications located on 11 tracts of land, which emphasizes the diversity of this plan. It includes land uses extending from single-family, multiple-family, office, a retirement center, school and park site, storage units and retail uses. Now that construction on their office headquarters is nearing completion, they are now ready to begin the next construction phase, which is for additional office development. They are requesting a zone change from FD District to O-1 District on an approximate 34 acre tract located adjacent to Holiday Hill Road, immediately north of their own office. A preliminary plat has already been approved for this parcel.

SURROUNDING ZONING AND LAND USE:

2. There are no active oil/gas wells within this particular parcel. This property is bounded on the east by Holiday Hill Road and on the south by the new Fasken office building. The land between the north edge of this tract and the westward extension of Green Tree Boulevard is planned for townhouse development. The land to the east is developed with the Green Tree neighborhood. The land to the west is zoned FD District and is vacant except for oil and gas wells.

ANALYSIS:

3. The Comprehensive Plan states that the ideal location for office development is adjacent to an arterial street, preferably at the intersection of a collector street. This property meets these guidelines. Further, the proposed O-1 District provides a transition between the O-2 District to the south, which allows buildings up to seven stories in height, and the anticipated single-family district to the north. In addition to professional offices, the O-1 District allows private schools, day care centers, hotels/motels and health centers, all appropriate uses at this location. For these reasons, we find this request to be reasonable.

STAFF RECOMMENDATION:

We recommend approval of this request for a zone change from FD, Future Development District to O-1, Office District.


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Jim Compton, Senior Planner
Department of Development Services

Attachments:

Application
Maps

Case Number: Z-12-054

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Applicant Name	(Phone/e-mail)
Address	Zip Code
<u>Fasken Oil and Ranch, Ltd.</u>	<u>432-687-1777</u>
Property Owner Name	(Phone/e-mail)
<u>303 W. Wall, Suite 1800</u>	<u>Midland, Texas 79701-5116</u>
Address	Zip Code
<u>West Company of Midland, Inc.</u>	<u>432-682-0588</u>
Representative Name	(Phone/e-mail)
<u>110 W. Louisiana, Suite 110</u>	<u>Midland, Texas 79701</u>
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. _____

PRESENT ZONE: FD REQUESTED ZONE: See Attached
(List by tracts if more than one district is requested)

Reason for Zone Change Request: For Development

Present Use of Property: Pasture

Proposed Use of Property: MF-1, TH, IF3, IF-1, O, School Site

How will zone change affect the public health, safety and welfare? The zone change should not have an adverse affect on the public health, safety or welfare.

Describe how conditions affecting the property have changed since present zoning designation:
Time for the area to develop.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

2012-0802

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. **\$ 1550.00**

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

Max W. Richardson who, being by me duly sworn, upon oath says: That (s)he is authorized by Fasken Oil and Ranch, Ltd., 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.

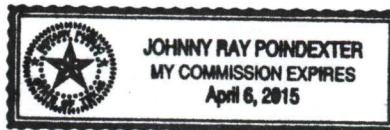
Max W. Richardson

Authorized Agent (signature)

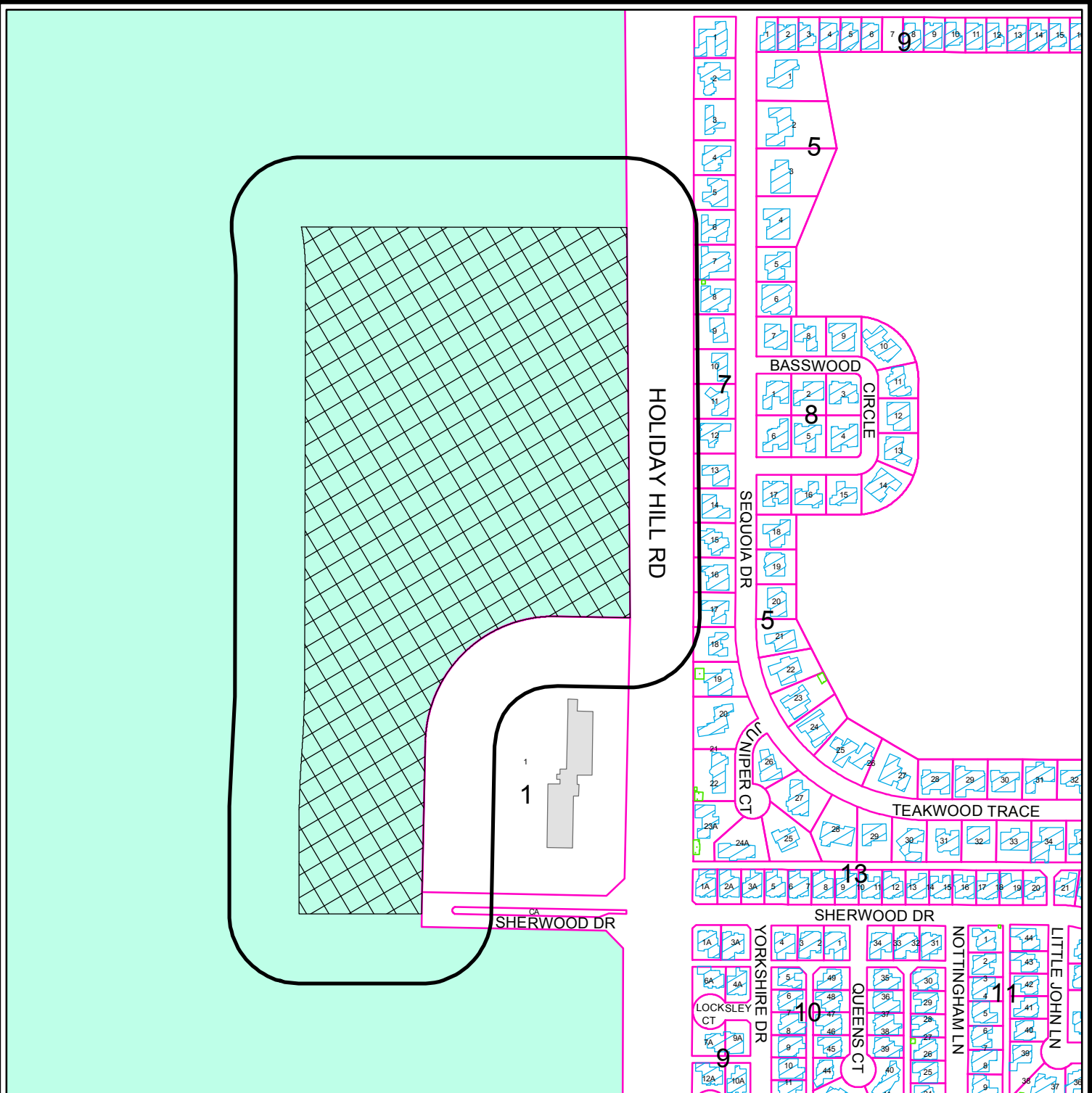
Subscribed and sworn to before me, this 27 day of June, 20 12, to certify which witness my hand and seal of office.

Johnny Ray Poindexter
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>JS</u>	Date: <u>11/16/12</u>
Assigned: <u>JC</u>	
For: <u>P+2</u>	On: <u>1/14/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 12 - 054

Scale: 1" = 400'

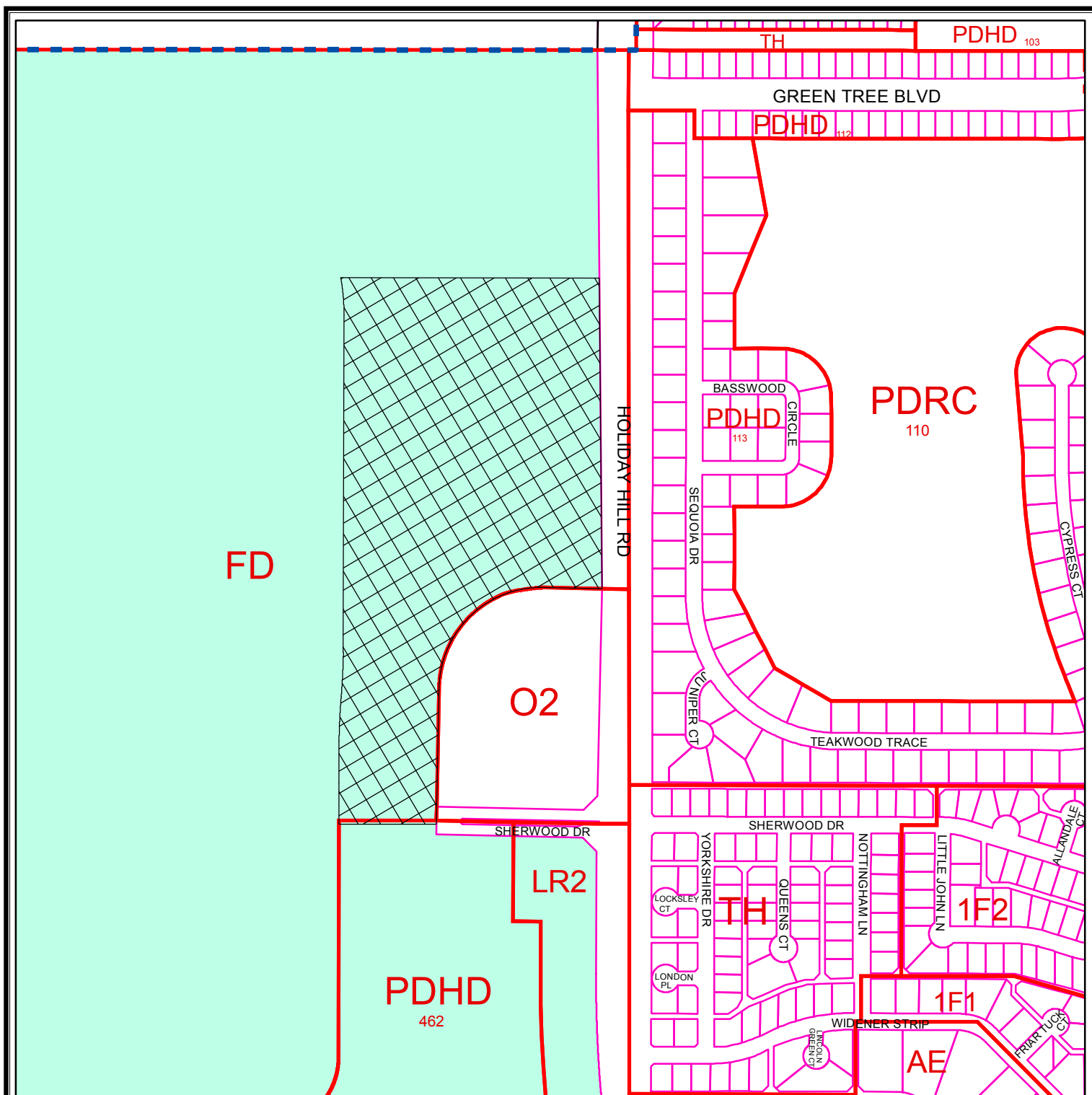
Consider a request for a zone change from FD, Future Development District to O-1, Office District on a 34.60-acre tract of land out of Section 13, Block 40, T-1-S, T & P RR Co. Survey, City and County, of Midland Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 12 - 054

Scale: 1" = 500'

Consider a request for a zone change from FD, Future Development District to O-1, Office District on a 34.60-acre tract of land out of Section 13, Block 40, T-1-S, T & P RR Co. Survey, City and County, of Midland Texas.

LEGEND

- | | |
|---|---|
| ZONING | CITY PARCELS |
| CITY LIMITS | COUNTY PARCELS |

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	O1, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
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 26, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-12-013, John E. Gonzalez

Purpose:

Consider an ordinance on second reading on a request by John E. Gonzalez for a Specific Use Permit Without Term for an Accessory Building for Living and Sleeping Quarters.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No city funds are required to approve this request.

Discussion:

John E. Gonzalez is requesting a Specific Use Permit for an accessory building for living and sleeping quarters for family members at 3203 West Louisiana Avenue, within a 1F-1, One-Family Dwelling District. The accessory building conforms to the Planning and Zoning Commission policy guidelines by not exceeding 600 square feet, avoiding vehicular access and doors which can be accessed from the adjacent alley, and the occupants being family members. The accessory building will have Masonite siding and asphalt shingles for the roof, and will be enclosed with a wooden fence built along the rear lot line. Following a recommendation for approval by the Planning and Zoning Commission, the City Council approved this ordinance on first reading on February 12, 2013. The ordinance is now ready for second reading and final consideration.

Attachments: January 14, 2013 Staff Report; Exhibits A, B, and C; Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF LOT 19, BLOCK 3, BAUMANN HEIGHTS 1st SECTION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST LOUISIANA AVENUE, APPROXIMATELY 630 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS; 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 and 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 health, safety and general welfare will be best served by the granting of a Specific Use Permit Without Term, set out hereinafter, subject to the special conditions and restrictions 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 1F-1, One-Family Dwelling District, to wit:

Lot 19, Block 3, Baumann Heights 1st Section, City and County of Midland,
Texas;

is hereby changed to permit same to be used under a Specific Use Permit Without Term for

an accessory building to be used for living or sleeping quarters, together with the uses permitted in a 1F-1, One-Family Dwelling District, subject to the following conditions:

1. That the accessory building shall conform to the conditions on Exhibits “A”, “B” and “C”, which are attached hereto and incorporated herein.
2. That the accessory building shall not exceed 600 square feet in area.
3. That the accessory building shall be single-story.
4. That vehicular access shall be prohibited from the alley.
5. 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, as notice to any subsequent purchaser of this property that said accessory structure shall not be rented out as a separate residence or used for any commercial purpose.
6. That a solid fence with a minimum height of six feet, with a pedestrian opening up to four feet, shall be constructed along the rear lot line.
7. That the applicant shall obtain a Certificate of Occupancy prior to using the accessory building for living or sleeping quarters to ensure that the conditions of this permit are satisfied.

SECTION TWO. 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 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 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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

W. LOUISIANA AVENUE

RECEIVED

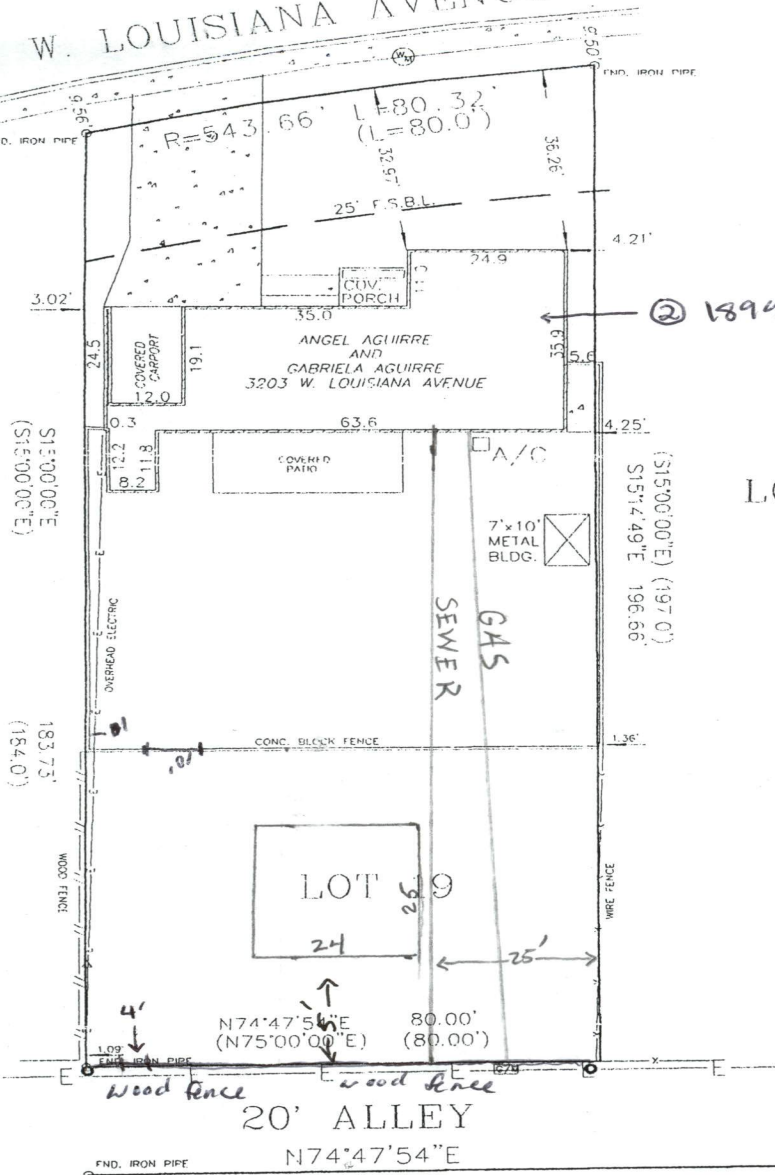
NOV 13 2012

CITY OF MIDLAND
PLANNING DIVISION OFFICE

3

LOT 18

LOT 20



LEGEND

- SET 1/2" I.R.
W/CAP "RPLS 4170"
- FND. 1/2" I.R.
- GAS METER
- WATER METER
- FH
- FIRE HYDRANT

PLAT OF
LOT 19, BLOCK 3,
BAUMANN HEIGHTS, (1st SECTION),
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

RESTRICTIVE COVENANTS:
VOL. 108, PG. 232,
DEED RECORDS,
MIDLAND CO., TX.

ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN
CABINET A, PAGE 5, PLAT RECORDS, MIDLAND COUNTY, TEXAS

CENSUS TRACT: 5

THIS TRACT IS IN FLOOD ZONE "X" AS SHOWN ON
THE FLOOD INSURANCE RATE MAP, DATED SEPTEMBER, 1992,
PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY
FLOOD MAP NUMBER 48329C0101 D

BASIS OF BEARINGS:
WEST LINE OF THIS LOT

TO THE LHNHOLDERS AND/OR THE OWNER OF THE PREMISES
SURVEYED AND TO THE ISSUING TITLE INSURANCE UNDERWRITER,
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS
THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY
DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO
VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY
LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS,
EASEMENTS OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND
THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.
DATED THIS 26th DAY OF FEBRUARY, 1999.

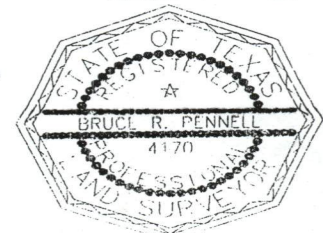
BEARINGS AND DISTANCES SHOWN
INSIDE () INDICATE RECORD



SCALE: 1" = 30'

Bruce R. Pennell
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4170
DATE: 2/26/99

EXHIBIT A



BRP ENTERPRISES, INC. (BRUCE R. PENNELL) P.O. BOX 51622, MIDLAND, TEXAS 79710 VOICE: (915) 570-6256 FAX: (915) 682-3262 MOBILE: (915) 528-1027		
ABSTRACT OFFICE: WEST TEXAS	G.F. #: 9902-059	COMMITMENT EFFECTIVE DATE: 2/11/99
CAD FILE: BRP3797	DATA FILE: 3203LOUL	DRAWN BY: MARCUS H. CREW: MH, BM

Front View
Facing West

$\frac{1}{4} = 1 \text{ ft}$

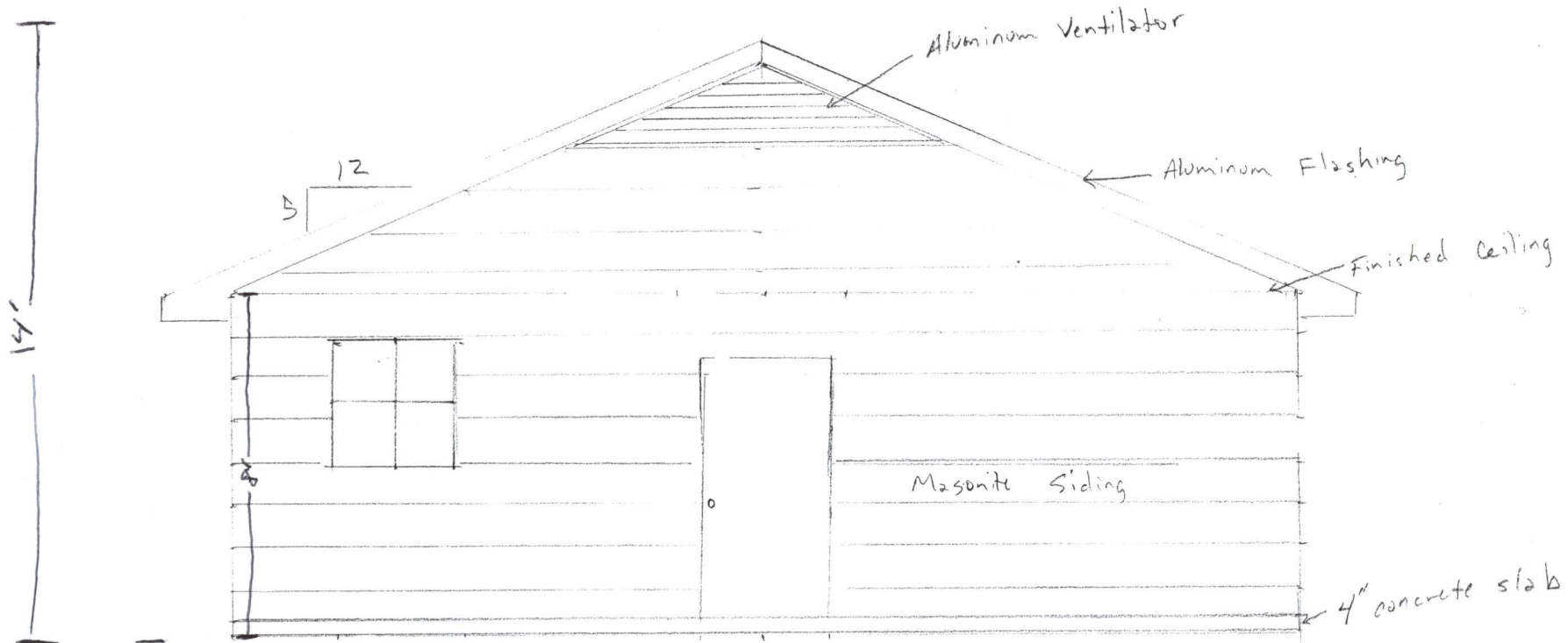
EXHIBIT B

CASE NO. S-12-013

RECEIVED

DEC 11 2012

CITY OF MIDLAND
PLANNING DIVISION OFFICE



Side View
Facing North

$\frac{1}{4} = 1ft$

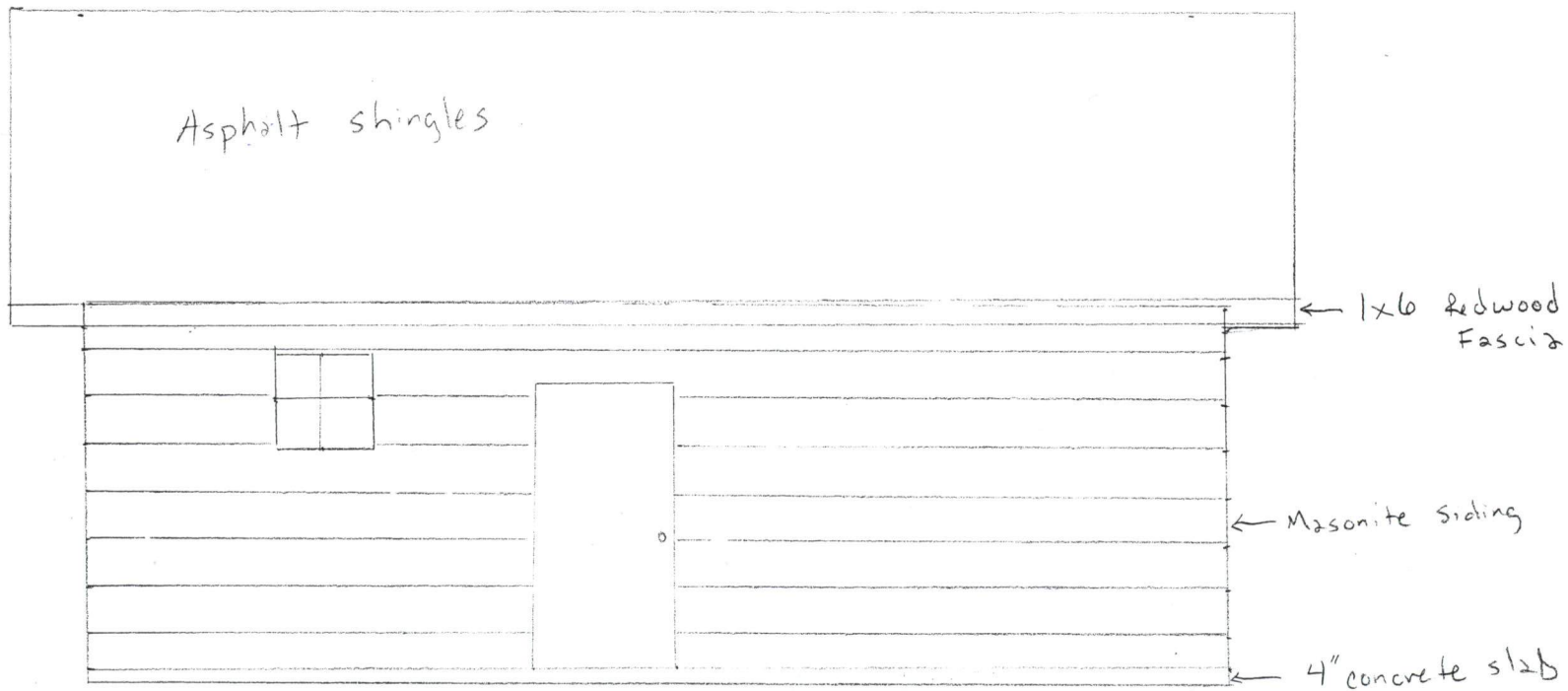
EXHIBIT C

CASE NO. S-12-013

RECEIVED

DEC 11 2012

CITY OF MIDLAND
PLANNING DIVISION OFFICE



PLANNING AND ZONING COMMISSION

January 14, 2013

CASE: S-12-013.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit Without Term for an Accessory Building for Living and Sleeping Quarters.

APPLICANT/OWNER: John E. Gonzalez.

LEGAL DESCRIPTION: Lot 19, Block 3, Baumann Heights 1st Section, City and County of Midland, Texas.

LOCATION: Generally located on the south side of W. Louisiana Avenue, approximately 630 feet east of N. Midkiff Road.

CURRENT ZONING: 1F-1, One-Family Dwelling District.

DETAILS OF REQUEST:

1. The applicant is requesting a Specific Use Permit for an accessory building for living and sleeping quarters for family members. The accessory building would be a 600 sq. ft. building (24' X 25') on the rear portion of the property, between an existing concrete block fence and the alley. The applicant will also construct an additional wood fence along the rear lot line, enclosing the accessory building. The setbacks of the accessory building meet the requirements of the Zoning Code. The existing concrete fence contains an opening on the west side, allowing access from the alley. A driveway located on the north side of the lot provides access to the principal residence.

SURROUNDING ZONING AND LAND USE:

2. The applicant's property is located within a 1F-1 District, and fronts onto Louisiana Avenue, a collector street. Both the area to the west and south of the subject tract are zoned 1F-2 District. The southern portion, across Illinois Avenue, also includes the Kingsway Mall and Lamar Elementary School. To the east of the subject tract, across Powell Street, are MF-1, MF-2, and 1F-2 Districts, including a church, several apartments, and homes. To the north across Kansas Avenue, the zoning is PDHD, Planned District for a Housing Development and contains apartments.

PLANNING COMMISSION POLICIES:

3. The Planning Commission has established the following policies for evaluating this type of request:
 - A. The maximum floor area for an accessory building should not exceed 35% of the principal residence floor area, or 600 square feet, whichever is larger.
 - B. Vehicular access between the associated lot and any adjacent street or alley should be avoided.
 - C. Doors in the accessory building that can be accessed from an adjacent street or alley, rather than through the rear yard of the principal residence, should be avoided.
 - D. The Specific Use Permit should specify the occupant or for what purpose the accessory dwelling may be occupied.

Conditions B and C are intended to ensure compliance with the Zoning Code requirement of not allowing an accessory building to be rented as a separate dwelling unit, by avoiding conditions conducive to rental use.

ANALYSIS:

4. We find that the applicant's request is consistent with all of the Planning Commission policy guidelines. The square footage meets the maximum 600 square feet. Vehicular access to the accessory dwelling from the adjacent alley will be avoided because of a wood fence which will be built along the rear lot line; a 4' pedestrian gate to the alley is permitted for access to city dumpsters. Additionally, a door that can be accessed from the adjacent alley is also avoided. Both these conditions should prevent a situation where the accessory building could be conducive to being rented. Finally, the proposed occupants are family members. Since all of the requirements are met, staff recommends approval.

STAFF RECOMMENDATION:

We recommend approval of this request for a Specific Use Permit Without Term for an Accessory Building for Living and Sleeping Quarters, subject to the following conditions:

- A. The accessory building shall conform to the conditions on Exhibit A in all respects;
- B. The accessory building shall not exceed 600 sq. ft. in area;

- C. The accessory building shall be single-story;
- D. Vehicular access shall be prohibited from the alley;
- E. A deed restriction filed with the Midland County deed records that states that this accessory building shall not be rented out as a separate dwelling unit or used for any commercial purposes, and can only be occupied by family;
- F. A solid fence with a minimum height of six feet, with a pedestrian opening up to 4 feet, shall be constructed along the rear lot line;
- G. The accessory building cannot be occupied prior to completion of the wood fence along the alley;
- H. The applicant shall obtain a Certificate of Occupancy prior to using the accessory building for living and sleeping quarters to ensure that the conditions of this permit are satisfied.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Exhibit A, Site Plan
Exhibit B, Front Elevation
Exhibit C, Side Elevation

Case Number:

S-12-013

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

John E. Gonzalez / Alejandra C. Gonzalez (432) 238-6117
Applicant Name Contact Phone #s

3203 W. Louisiana 79701
Address Zip Code

E-Mail address: johnegonz09@gmail.com

John E. Gonzalez / Alejandra C. Gonzalez
Property Owner Name Contact Phone #s

3203 W. Louisiana 79701
Address Zip Code

E-Mail address: _____

Operator (if different from Applicant or Property Owner) Contact Phone #s

Address Zip Code

Type of Permit: SUP / Living & sleeping Quarters 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.)

3203 W. Louisiana Midland, Tx. 79701
Lot 19 Block 3 Bauermann heights (1st Section)

Current Zoning: 1 F 1

Maximum Floor Area: 600 sq ft Max. Occupancy: 2

Proposed hours and days of use or operation: All day All night

Reason for request: Extra living space for family

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: living quarters will be fenced in our property

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: *J. S. S. Alexander* Date: 11/13/12
Property Owner: *J. S. S.* Date: 11/13/12

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

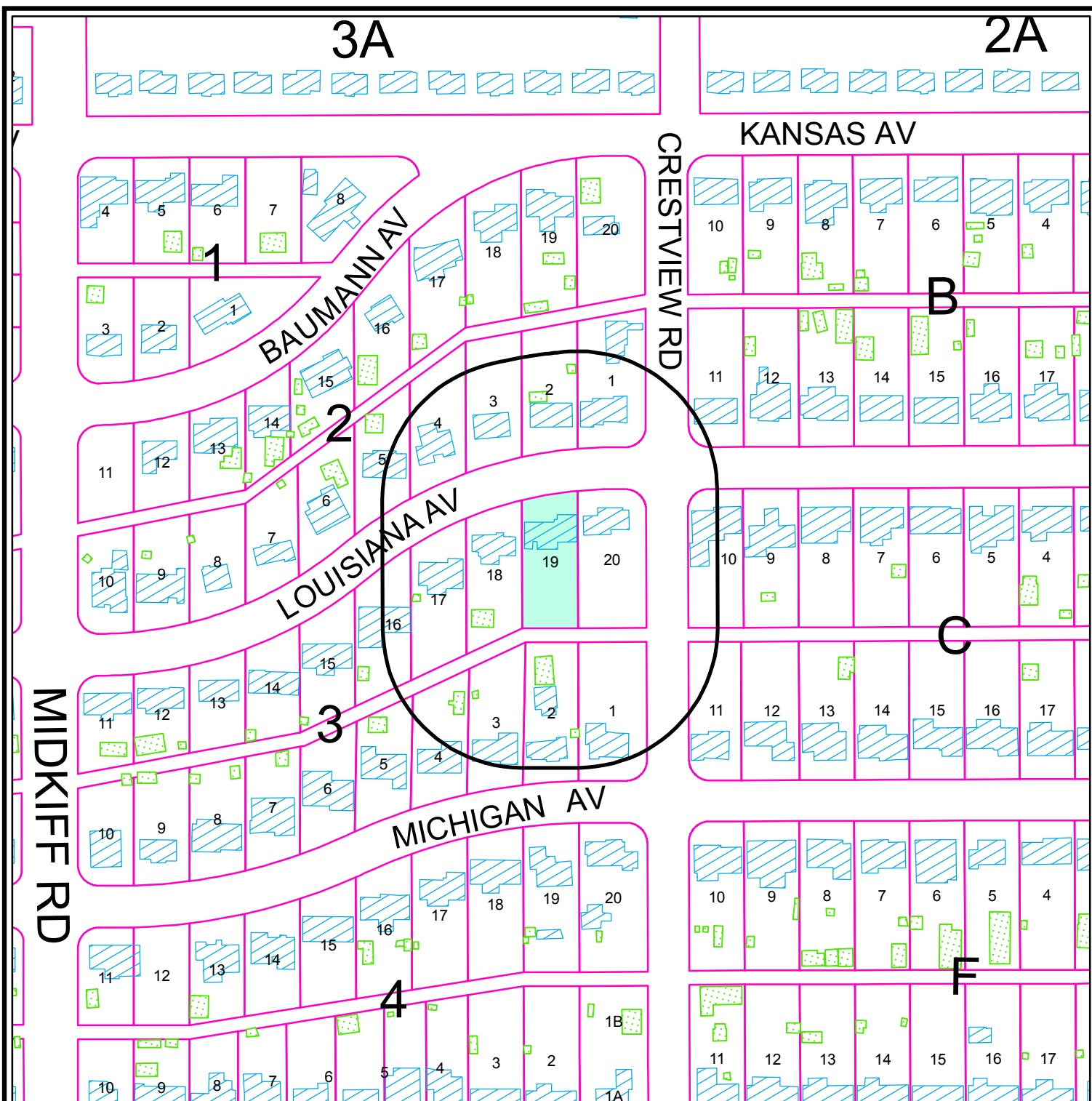
_____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

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: <u>MS</u>	Date: <u>11/13/12</u>
Assigned: <u>MR</u>	
For: <u>P+2</u>	On: <u>1/14/13</u>

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

S - 12 - 013

Scale: 1" = 200'

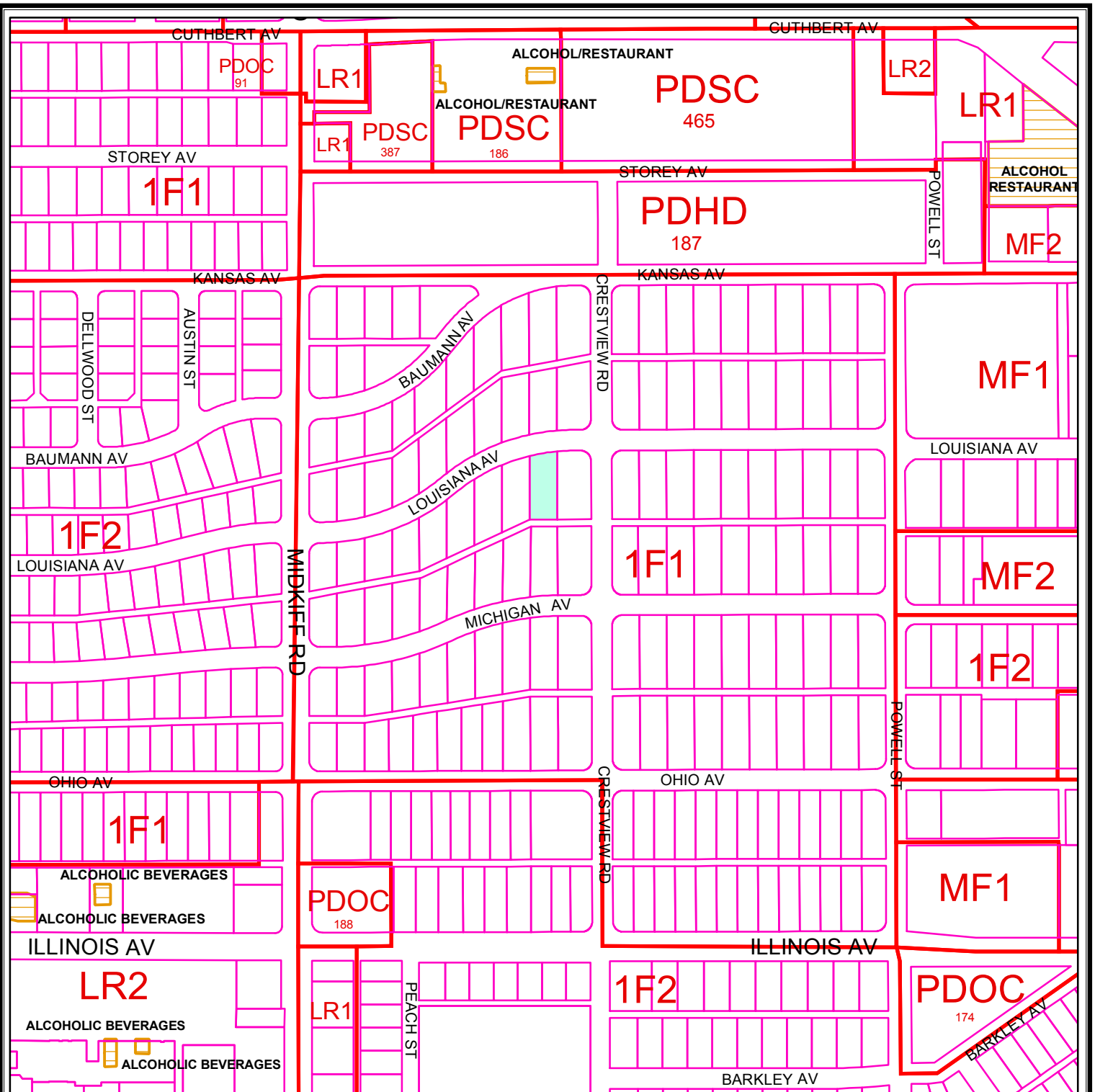
Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 19, Block 3, Baumann Heights 1st Section, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 12 - 013

Scale: 1" = 400'

Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 19, Block 3, Baumann Heights 1st Section, 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
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:
csharp
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Bob McNaughton, Finance Director

SUBJECT: Consider an ordinance on second reading making certain transfers in various funds of the 2011 – 2012 fiscal year budget and making certain budget amendments and ordering recordation

Purpose:

Consider an ordinance on second reading making certain transfers in various funds of the 2011 – 2012 fiscal year budget and making certain budget amendments and ordering recordation

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Reduce Fiscal Year 2012 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, 2012, is being reduced by \$1,719,258. Forty two divisions were under budget by \$1,805,837 and two divisions were over budget by \$86,579.

Total General Fund expenditures were \$83,298,437 and total General Fund revenues were \$92,613,381 resulting in a net increase to the General Fund of \$9,314,944. The General Fund Unreserved Unappropriated Fund Balance at September 30, 2012, was \$49,924,382 as compared to \$40,609,438 at September 30, 2011.

Appropriations to other Funds are Unclaimed Property Fund (\$225), General Construction Fund (\$76,859), Linebery Property Maintenance Fund (\$63,950), Police LEOSE Fund (\$2,800), the Federal Police Special Purposes Fund Federal (\$36,370), the State Police Special Purposes Fund Federal (\$29,330), Tax Increment Reinvestment Zone #1 Fund (\$52,010), and the Municipal Court Technology Fund (\$36,750). The Hotel/Motel Fund budget is being reduced by \$355,027.



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: 2/12/2013

TO: City Council / City Manager

FROM: Bob McNaughton, Finance Director

SUBJECT: Consider an ordinance on first reading making certain transfers in various funds of the 2011 – 2012 fiscal year budget and making certain budget amendments and ordering recordation

Purpose:

Final reconciliation of expenditure budget amounts for Fiscal Year 2012 budget.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Reduce Fiscal Year 2012 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, 2012, is being reduced by \$1,719,258. Forty two divisions were under budget by \$1,805,837 and two divisions were over budget by \$86,579.

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ORDINANCE NO. _____

**AN ORDINANCE MAKING CERTAIN TRANSFERS IN
VARIOUS FUNDS OF THE 2011-2012 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 2011-2012 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 2011-2012 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 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 the fiscal year 2011-2012 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, 2012:

General Fund (001) Unappropriated Fund Balance (5650). (\$1,719,258.00);
Unclaimed Property Fund (002) Unappropriated Fund Balance (5650). . . \$225.00;
General Construction Fund (005) Unappropriated Fund Balance (5650)...\$76,859;
Lineberry Facilities Maintenance Fund (007) Unappropriated Fund Balance (5650)
. \$63,950.00;
Police LEOSE Fund (008) Unappropriated Fund Balance (5650). \$2,800.00;
Police Special Purpose Fund - Fed (070) Unappropriated Fund Balance (5650)
. \$36,370.00;

Police Special Purpose Fund - State (071) Unappropriated Fund Balance (5650)
 \$29,330.00;
 TIRZ #1 Fund (087) Unappropriated Fund Balance (5650). \$52,010.00;
 Hotel/Motel Fund (090) Unappropriated Fund Balance (5650).....(\$355,027.00);
 Municipal Court Technology Fund (092) Unappropriated Fund Balance (5650)
 \$36,750.00;

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert McNaughton, Director of Finance

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Governmental Funds Budget vs Actual Adjustment FY12

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	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	206.55	207	13	220
					Personnel Services Total	2,906.55	2,907	13	2,920
001	Legislative	0000	Office Supplies	2010	Supplies	611.46	1,000	(380)	620
001	Legislative	0000	Food	2200	Supplies	511.99	0	520	520
001	Legislative	0000	Ice	2220	Supplies	4.31	0	10	10
					Supplies Total	1,127.76	1,000	150	1,150
001	Legislative	0000	Consulting Fees	3450	Contractual Services	8,605.18	10,000	(1,380)	8,620
001	Legislative	0000	Travel	3510	Contractual Services	8,948.40	10,000	(1,040)	8,960
001	Legislative	0000	Dues & Subscriptions	3520	Contractual Services	55.00	2,000	(1,930)	70
001	Legislative	0000	Training,Registration Fees,Etc	3530	Contractual Services	880.00	1,200	(310)	890
					Contractual Services Total	18,488.58	23,200	(4,660)	18,540
001	Legislative	0000	Miscellaneous	6990	Miscellaneous	7,728.59	8,000	(260)	7,740
					Miscellaneous Total	7,728.59	8,000	(260)	7,740
	Legislative Total					30,251.48	35,107	(4,757)	30,350
001	City Manager's Office	0005	Base Salary	1010	Personnel Services	547,495.21	585,294	(37,784)	547,510
001	City Manager's Office	0005	Longevity	1020	Personnel Services	1,767.00	3,039	(1,259)	1,780
001	City Manager's Office	0005	Compensated Absences	1050	Personnel Services	36,279.55	0	36,290	36,290
001	City Manager's Office	0005	Car Allowance	1059	Personnel Services	27,000.00	27,000	0	27,000
001	City Manager's Office	0005	Other Pay - Taxable	1060	Personnel Services	7,456.33	10,638	(3,168)	7,470
001	City Manager's Office	0005	Fica City Portion	1090	Personnel Services	34,942.79	33,129	1,821	34,950
001	City Manager's Office	0005	Tmrs City Portion	1100	Personnel Services	111,327.31	106,277	5,063	111,340
001	City Manager's Office	0005	Hosp Insurance	1110	Personnel Services	42,084.00	42,084	0	42,084
001	City Manager's Office	0005	Work Compensation	1120	Personnel Services	1,299.96	1,300	10	1,310
001	City Manager's Office	0005	Unemp Insurance	1140	Personnel Services	0.00	1,147	(1,147)	0
					Personnel Services Total	809,652.15	809,908	(174)	809,734
001	City Manager's Office	0005	Office Supplies	2010	Supplies	8,096.87	7,700	410	8,110
001	City Manager's Office	0005	Educational/Training Supplies	2020	Supplies	147.00	0	160	160
001	City Manager's Office	0005	Minor Furniture & Fixtures	2115	Supplies	290.84	500	(200)	300
001	City Manager's Office	0005	Food	2200	Supplies	80.45	0	90	90
					Supplies Total	8,615.16	8,200	460	8,660
001	City Manager's Office	0005	Equipment Rental-External	3212	Contractual Services	3,374.31	2,400	980	3,380
001	City Manager's Office	0005	Advertising	3220	Contractual Services	1,353.88	0	1,360	1,360
001	City Manager's Office	0005	Laundry & Cleaning	3230	Contractual Services	121.34	0	130	130
001	City Manager's Office	0005	Binding, Printing & Reproduct	3240	Contractual Services	5,369.75	5,500	(120)	5,380
001	City Manager's Office	0005	Employee Relocation Costs	3263	Contractual Services	2,200.00	0	2,210	2,210
001	City Manager's Office	0005	Other Special Services	3390	Contractual Services	1,180.79	1,000	190	1,190
001	City Manager's Office	0005	Travel	3510	Contractual Services	46,387.46	53,000	(6,600)	46,400
001	City Manager's Office	0005	Dues & Subscriptions	3520	Contractual Services	8,049.54	8,500	(440)	8,060
001	City Manager's Office	0005	Training,Registration Fees,Etc	3530	Contractual Services	5,517.19	6,000	(470)	5,530
001	City Manager's Office	0005	Employee Awards	3550	Contractual Services	590.50	0	600	600
001	City Manager's Office	0005	Mileage	3900	Contractual Services	0.00	200	(200)	0
001	City Manager's Office	0005	Other	3990	Contractual Services	50.00	0	60	60
					Contractual Services Total	74,194.76	76,600	(2,300)	74,300
001	City Manager's Office	0005	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	98.50	0	110	110
					Maintenance Of Equipment Total	98.50	0	110	110
001	City Manager's Office	0005	Miscellaneous	6990	Miscellaneous	4,803.69	5,000	(190)	4,810
					Miscellaneous Total	4,803.69	5,000	(190)	4,810
	City Manager's Office Total					897,364.26	899,708	(2,094)	897,614
001	Public Communications	0007	Base Salary	1010	Personnel Services	87,485.64	97,000	(9,500)	87,500
001	Public Communications	0007	Longevity	1020	Personnel Services	132.00	501	(361)	140
001	Public Communications	0007	Compensated Absences	1050	Personnel Services	13,103.18	0	13,110	13,110

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Public Communications	0007	Other Pay - Taxable	1060	Personnel Services	2,196.84	0	2,210	2,210
001	Public Communications	0007	Overtime	1080	Personnel Services	145.84	0	160	160
001	Public Communications	0007	Fica City Portion	1090	Personnel Services	7,851.38	9,493	(1,633)	7,860
001	Public Communications	0007	Tmrs City Portion	1100	Personnel Services	18,865.43	22,577	(3,697)	18,880
001	Public Communications	0007	Hosp Insurance	1110	Personnel Services	14,699.02	14,699	11	14,710
001	Public Communications	0007	Work Compensation	1120	Personnel Services	281.04	281	9	290
001	Public Communications	0007	Unemp Insurance	1140	Personnel Services	0.00	248	(248)	0
					Personnel Services Total	144,760.37	144,799	61	144,860
001	Public Communications	0007	Office Supplies	2010	Supplies	229.16	2,500	(2,260)	240
001	Public Communications	0007	Minor Equipment, Instr, Tools	2120	Supplies	2,598.29	0	2,610	2,610
001	Public Communications	0007	Minor Computer Hrdwre & Perif	2155	Supplies	276.68	0	290	290
001	Public Communications	0007	Computer Software & Supplies	2160	Supplies	1,525.41	0	1,540	1,540
001	Public Communications	0007	Postage	2620	Supplies	3.48	75	(65)	10
					Supplies Total	4,633.02	2,575	2,115	4,690
001	Public Communications	0007	Hire Of Equipment-Technology	3213	Contractual Services	2,000.00	7,741	(5,731)	2,010
001	Public Communications	0007	Advertising	3220	Contractual Services	95.00	0	110	110
001	Public Communications	0007	Binding, Printing & Reproduct	3240	Contractual Services	57.20	1,725	(1,655)	70
001	Public Communications	0007	Employee Relocation Costs	3263	Contractual Services	1,112.97	0	1,120	1,120
001	Public Communications	0007	Travel	3510	Contractual Services	3,846.84	5,950	(2,090)	3,860
001	Public Communications	0007	Dues & Subscriptions	3520	Contractual Services	188.78	600	(400)	200
001	Public Communications	0007	Training, Registration Fees, Etc	3530	Contractual Services	590.00	1,050	(450)	600
001	Public Communications	0007	Other	3990	Contractual Services	10.00	500	(480)	20
					Contractual Services Total	7,900.79	17,566	(9,576)	7,990
001	Public Communications	0007	Communication/Video Equipme	8481	Capital - Equipment	5,995.00	0	6,010	6,010
					Capital - Equipment Total	5,995.00	0	6,010	6,010
	Public Communications Total					163,289.18	164,940	(1,390)	163,550
001	Municipal Court	0010	Base Salary	1010	Personnel Services	937,362.25	1,064,634	(127,264)	937,370
001	Municipal Court	0010	Longevity	1020	Personnel Services	17,517.00	19,692	(2,162)	17,530
001	Municipal Court	0010	Certification Supplement	1030	Personnel Services	6,840.00	6,840	0	6,840
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	113,860.81	0	113,870	113,870
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	13,728.79	11,333	2,407	13,740
001	Municipal Court	0010	Overtime	1080	Personnel Services	20,941.67	15,608	5,342	20,950
001	Municipal Court	0010	Fica City Portion	1090	Personnel Services	80,531.25	80,600	(60)	80,540
001	Municipal Court	0010	Tmrs City Portion	1100	Personnel Services	204,160.88	198,552	5,618	204,170
001	Municipal Court	0010	Hosp Insurance	1110	Personnel Services	169,899.00	169,899	0	169,899
001	Municipal Court	0010	Work Compensation	1120	Personnel Services	8,610.00	8,610	0	8,610
001	Municipal Court	0010	Unemp Insurance	1140	Personnel Services	1,725.13	2,129	(389)	1,740
					Personnel Services Total	1,596,980.78	1,599,701	(2,638)	1,597,063
001	Municipal Court	0010	Office Supplies	2010	Supplies	12,552.20	9,150	3,410	12,560
001	Municipal Court	0010	Minor Furniture & Fixtures	2115	Supplies	7,272.77	800	6,480	7,280
001	Municipal Court	0010	Minor Equipment, Instr, Tools	2120	Supplies	1,082.03	400	690	1,090
001	Municipal Court	0010	Minor Computer Hrdwre & Perif	2155	Supplies	1,818.49	500	1,330	1,830
001	Municipal Court	0010	Computer Software & Supplies	2160	Supplies	4,540.27	2,700	1,850	4,550
001	Municipal Court	0010	Food	2200	Supplies	109.23	130	(10)	120
001	Municipal Court	0010	Medical Supplies	2320	Supplies	0.00	100	(100)	0
001	Municipal Court	0010	Ammunition	2540	Supplies	596.10	600	10	610
001	Municipal Court	0010	Clothing, Dry Goods, Etc	2570	Supplies	2,001.40	2,700	(690)	2,010
001	Municipal Court	0010	Postage	2620	Supplies	1,588.93	6,500	(4,900)	1,600
001	Municipal Court	0010	Security Badges/Decal Suppl	2630	Supplies	124.29	200	(70)	130
					Supplies Total	31,685.71	23,780	8,000	31,780
001	Municipal Court	0010	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	34,291.71	42,701	(8,401)	34,300
001	Municipal Court	0010	Equipment Rental-External	3212	Contractual Services	2,775.24	2,784	6	2,790
001	Municipal Court	0010	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Municipal Court	0010	Laundry & Cleaning	3230	Contractual Services	2,991.00	2,000	1,000	3,000
001	Municipal Court	0010	Binding, Printing & Reproduct	3240	Contractual Services	4,605.08	6,500	(1,880)	4,620

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Municipal Court	0010	Notary Bonds	3270	Contractual Services	71.00	220	(140)	80
001	Municipal Court	0010	Bank Services	3350	Contractual Services	13,297.80	15,000	(1,690)	13,310
001	Municipal Court	0010	Spec Postage/Express Shipping	3360	Contractual Services	141.33	100	50	150
001	Municipal Court	0010	Other Special Services	3390	Contractual Services	2,399.00	3,074	(664)	2,410
001	Municipal Court	0010	Associate Judge Fees	3490	Contractual Services	24,645.00	20,000	4,660	24,660
001	Municipal Court	0010	Travel	3510	Contractual Services	10,826.61	12,000	(1,160)	10,840
001	Municipal Court	0010	Dues & Subscriptions	3520	Contractual Services	1,857.41	2,000	(130)	1,870
001	Municipal Court	0010	Legal/Tech Reference Materials	3525	Contractual Services	10,212.89	6,000	4,220	10,220
001	Municipal Court	0010	Training,Registration Fees,Etc	3530	Contractual Services	2,620.00	4,250	(1,620)	2,630
001	Municipal Court	0010	Mileage	3900	Contractual Services	37.74	600	(550)	50
001	Municipal Court	0010	Rent	3920	Contractual Services	507.60	432	88	520
					Contractual Services Total	111,279.41	118,021	(6,571)	111,450
001	Municipal Court	0010	Buildings & Grounds	4010	Maintenance Of Structures	132.30	100	40	140
					Maintenance Of Structures Total	132.30	100	40	140
001	Municipal Court	0010	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	6,923.48	6,000	930	6,930
					Maintenance Of Equipment Total	6,923.48	6,000	930	6,930
001	Municipal Court	0010	Court Costs, Jury/Filing Fees	6830	Miscellaneous	1,489.90	4,500	(3,000)	1,500
					Miscellaneous Total	1,489.90	4,500	(3,000)	1,500
001	Municipal Court	0010	Furn, Fixt, & Office Machines	8401	Capital - Equipment	0.00	6,000	(6,000)	0
001	Municipal Court	0010	Data Processing Equipment	8490	Capital - Equipment	0.00	14,051	(14,051)	0
					Capital - Equipment Total	0.00	20,051	(20,051)	0
	Municipal Court Total					1,748,491.58	1,772,153	(23,290)	1,748,863
001	Legal	0015	Base Salary	1010	Personnel Services	564,189.77	604,642	(40,442)	564,200
001	Legal	0015	Part Time/Temp Employees	1015	Personnel Services	1,642.50	8,000	(6,350)	1,650
001	Legal	0015	Longevity	1020	Personnel Services	4,116.00	4,089	41	4,130
001	Legal	0015	Certification Supplement	1030	Personnel Services	1,500.00	1,500	0	1,500
001	Legal	0015	Compensated Absences	1050	Personnel Services	44,628.85	0	44,640	44,640
001	Legal	0015	Car Allowance	1059	Personnel Services	20,400.00	20,400	0	20,400
001	Legal	0015	Other Pay - Taxable	1060	Personnel Services	22,069.60	19,957	2,123	22,080
001	Legal	0015	Overtime	1080	Personnel Services	8,439.81	12,000	(3,550)	8,450
001	Legal	0015	Fica City Portion	1090	Personnel Services	44,322.72	43,902	428	44,330
001	Legal	0015	Tmrs City Portion	1100	Personnel Services	120,137.78	114,393	5,757	120,150
001	Legal	0015	Hosp Insurance	1110	Personnel Services	52,272.00	54,672	(2,392)	52,280
001	Legal	0015	Work Compensation	1120	Personnel Services	1,397.04	1,397	13	1,410
001	Legal	0015	Unemp Insurance	1140	Personnel Services	0.00	1,232	(1,232)	0
					Personnel Services Total	885,116.07	886,184	(964)	885,220
001	Legal	0015	Office Supplies	2010	Supplies	6,431.13	5,540	900	6,440
001	Legal	0015	Minor Furniture & Fixtures	2115	Supplies	397.49	720	(310)	410
001	Legal	0015	Minor Equipment, Instr, Tools	2120	Supplies	49.00	200	(140)	60
001	Legal	0015	Minor Computer Hrdwre & Perif	2155	Supplies	955.66	0	970	970
001	Legal	0015	Postage	2620	Supplies	0.00	20	(20)	0
					Supplies Total	7,833.28	6,480	1,400	7,880
001	Legal	0015	Equipment Rental-External	3212	Contractual Services	1,700.75	2,721	(1,011)	1,710
001	Legal	0015	Employee Relocation Costs	3263	Contractual Services	0.00	1,400	(1,400)	0
001	Legal	0015	Notary Bonds	3270	Contractual Services	80.75	150	(60)	90
001	Legal	0015	Temporary Help	3280	Contractual Services	0.00	175	(175)	0
001	Legal	0015	Spec Postage/Express Shipping	3360	Contractual Services	0.00	100	(100)	0
001	Legal	0015	Other Special Services	3390	Contractual Services	4,104.32	8,000	(3,890)	4,110
001	Legal	0015	Legal Filing Fees	3420	Contractual Services	9.46	0	20	20
001	Legal	0015	Travel	3510	Contractual Services	2,909.64	6,395	(3,475)	2,920
001	Legal	0015	Dues & Subscriptions	3520	Contractual Services	3,559.57	7,983	(4,413)	3,570
001	Legal	0015	Legal/Tech Reference Materials	3525	Contractual Services	29,692.42	24,000	5,700	29,700
001	Legal	0015	Training,Registration Fees,Etc	3530	Contractual Services	4,162.67	4,990	(820)	4,170
001	Legal	0015	Educational Assistance	3540	Contractual Services	0.00	920	(920)	0
					Contractual Services Total	46,219.58	56,834	(10,544)	46,290
001	Legal	0015	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	0.00	150	(150)	0
001	Legal	0015	Mach/Tools/Implements	5110	Maintenance Of Equipment	1,095.76	1,000	110	1,110

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Legal	0015	Court Costs, Jury/Filing Fees	6830	Maintenance Of Equipment Total	1,095.76	1,150	(40)	1,110
					Miscellaneous	0.00	500	(500)	0
					Miscellaneous Total	0.00	500	(500)	0
					Legal Total	940,264.69	951,148	(10,648)	940,500
001	City Secretary	0020	Base Salary	1010	Personnel Services	179,726.02	215,353	(35,613)	179,740
001	City Secretary	0020	Longevity	1020	Personnel Services	3,420.00	4,737	(1,307)	3,430
001	City Secretary	0020	Compensated Absences	1050	Personnel Services	34,487.23	0	34,500	34,500
001	City Secretary	0020	Other Pay - Taxable	1060	Personnel Services	2,425.99	643	1,797	2,440
001	City Secretary	0020	Overtime	1080	Personnel Services	337.98	853	(503)	350
001	City Secretary	0020	Fica City Portion	1090	Personnel Services	15,399.45	15,729	(319)	15,410
001	City Secretary	0020	Tmrs City Portion	1100	Personnel Services	38,920.35	37,411	1,519	38,930
001	City Secretary	0020	Hosp Insurance	1110	Personnel Services	39,261.00	39,261	0	39,261
001	City Secretary	0020	Work Compensation	1120	Personnel Services	462.96	463	7	470
001	City Secretary	0020	Unemp Insurance	1140	Personnel Services	0.00	408	(408)	0
					Personnel Services Total	314,440.98	314,858	(327)	314,531
001	City Secretary	0020	Office Supplies	2010	Supplies	4,272.78	2,500	1,780	4,280
001	City Secretary	0020	Minor Furniture & Fixtures	2115	Supplies	0.00	400	(400)	0
001	City Secretary	0020	Computer Software & Supplies	2160	Supplies	83.34	0	90	90
					Supplies Total	4,356.12	2,900	1,470	4,370
001	City Secretary	0020	Equipment Rental-External	3212	Contractual Services	2,401.09	2,400	10	2,410
001	City Secretary	0020	Hire Of Equipment-Technology	3213	Contractual Services	0.00	20,966	(20,966)	0
001	City Secretary	0020	Advertising	3220	Contractual Services	14,905.80	12,300	2,620	14,920
001	City Secretary	0020	Binding, Printing & Reproduct	3240	Contractual Services	2,516.88	4,000	(1,470)	2,530
001	City Secretary	0020	Notary Bonds	3270	Contractual Services	71.00	95	(15)	80
001	City Secretary	0020	Temporary Help	3280	Contractual Services	0.00	450	(450)	0
001	City Secretary	0020	Spec Postage/Express Shipping	3360	Contractual Services	8.71	80	(60)	20
001	City Secretary	0020	Legal Filing Fees	3420	Contractual Services	1,204.00	1,700	(490)	1,210
001	City Secretary	0020	Travel	3510	Contractual Services	2,497.18	2,700	(190)	2,510
001	City Secretary	0020	Dues & Subscriptions	3520	Contractual Services	762.50	1,110	(340)	770
001	City Secretary	0020	Legal/Tech Reference Materials	3525	Contractual Services	132.00	150	(10)	140
001	City Secretary	0020	Training,Registration Fees,Etc	3530	Contractual Services	1,604.69	2,225	(615)	1,610
001	City Secretary	0020	Elections	3910	Contractual Services	71.87	1,000	(920)	80
					Contractual Services Total	26,175.72	49,176	(22,896)	26,280
					City Secretary Total	344,972.82	366,934	(21,753)	345,181
001	Human Resources	0025	Base Salary	1010	Personnel Services	201,276.86	246,584	(45,294)	201,290
001	Human Resources	0025	Part Time/Temp Employees	1015	Personnel Services	20,380.00	0	20,390	20,390
001	Human Resources	0025	Longevity	1020	Personnel Services	2,088.00	3,354	(1,254)	2,100
001	Human Resources	0025	Compensated Absences	1050	Personnel Services	42,588.71	0	42,600	42,600
001	Human Resources	0025	Other Pay - Taxable	1060	Personnel Services	834.66	7,391	(6,551)	840
001	Human Resources	0025	Fica City Portion	1090	Personnel Services	19,785.31	21,778	(1,978)	19,800
001	Human Resources	0025	Tmrs City Portion	1100	Personnel Services	44,761.98	53,000	(8,230)	44,770
001	Human Resources	0025	Hosp Insurance	1110	Personnel Services	39,471.96	39,472	8	39,480
001	Human Resources	0025	Work Compensation	1120	Personnel Services	644.04	644	6	650
001	Human Resources	0025	Unemp Insurance	1140	Personnel Services	0.00	568	(568)	0
					Personnel Services Total	371,831.52	372,791	(871)	371,920
001	Human Resources	0025	Office Supplies	2010	Supplies	3,464.70	4,000	(530)	3,470
001	Human Resources	0025	Educational/Training Supplies	2020	Supplies	83.75	800	(710)	90
001	Human Resources	0025	Minor Furniture & Fixtures	2115	Supplies	1,283.80	600	690	1,290
001	Human Resources	0025	Minor Equipment, Instr, Tools	2120	Supplies	42.73	0	50	50
001	Human Resources	0025	Minor Computer Hrdwre & Periph	2155	Supplies	1,260.00	0	1,270	1,270
001	Human Resources	0025	Computer Software & Supplies	2160	Supplies	3,548.00	3,800	(240)	3,560
001	Human Resources	0025	Food	2200	Supplies	2,178.58	4,000	(1,810)	2,190
001	Human Resources	0025	Medical Supplies	2320	Supplies	831.63	0	840	840
					Supplies Total	12,693.19	13,200	(440)	12,760
001	Human Resources	0025	Gen Liab/Workers Comp Penal	3113	Contractual Services	0.00	(132)	132	0

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Human Resources	0025	Equipment Rental-External	3212	Contractual Services	1,592.57	1,500	100	1,600
001	Human Resources	0025	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Human Resources	0025	Advertising	3220	Contractual Services	2,883.33	9,300	(6,410)	2,890
001	Human Resources	0025	Binding, Printing & Reproduct	3240	Contractual Services	60.00	2,700	(2,630)	70
001	Human Resources	0025	Temporary Help	3280	Contractual Services	2,608.16	0	2,620	2,620
001	Human Resources	0025	Spec Postage/Express Shipping	3360	Contractual Services	114.86	0	120	120
001	Human Resources	0025	Other Special Services	3390	Contractual Services	30,606.09	20,000	10,620	30,620
001	Human Resources	0025	Medical Examinations	3480	Contractual Services	137.50	0	150	150
001	Human Resources	0025	Travel	3510	Contractual Services	4,114.97	4,450	(330)	4,120
001	Human Resources	0025	Dues & Subscriptions	3520	Contractual Services	731.50	1,100	(360)	740
001	Human Resources	0025	Training,Registration Fees,Etc	3530	Contractual Services	2,147.90	3,270	(1,110)	2,160
001	Human Resources	0025	Mid-Management Training	3545	Contractual Services	7,350.00	12,000	(4,640)	7,360
001	Human Resources	0025	Employee Awards	3550	Contractual Services	17,380.04	25,000	(7,610)	17,390
001	Human Resources	0025	Mileage	3900	Contractual Services	174.16	200	(20)	180
					Contractual Services Total	69,901.08	79,748	(9,728)	70,020
001	Human Resources	0025	Contr, Gratuities, & Rewards	6810	Miscellaneous	600.55	500	110	610
001	Human Resources	0025	Miscellaneous	6990	Miscellaneous	43.47	0	50	50
					Miscellaneous Total	644.02	500	160	660
	Human Resources Total					455,069.81	466,239	(10,879)	455,360
001	Employee Health & Wellness	0026	Base Salary	1010	Personnel Services	40,804.17	44,440	(3,630)	40,810
001	Employee Health & Wellness	0026	Longevity	1020	Personnel Services	300.00	591	(281)	310
001	Employee Health & Wellness	0026	Compensated Absences	1050	Personnel Services	11,834.09	0	11,840	11,840
001	Employee Health & Wellness	0026	Other Pay - Taxable	1060	Personnel Services	902.97	0	910	910
001	Employee Health & Wellness	0026	Overtime	1080	Personnel Services	1,861.71	0	1,870	1,870
001	Employee Health & Wellness	0026	Fica City Portion	1090	Personnel Services	4,246.79	7,731	(3,471)	4,260
001	Employee Health & Wellness	0026	Tmrs City Portion	1100	Personnel Services	10,073.22	18,380	(8,300)	10,080
001	Employee Health & Wellness	0026	Hosp Insurance	1110	Personnel Services	14,958.96	14,959	11	14,970
001	Employee Health & Wellness	0026	Work Compensation	1120	Personnel Services	323.04	323	7	330
001	Employee Health & Wellness	0026	Unemp Insurance	1140	Personnel Services	0.00	202	(202)	0
					Personnel Services Total	85,304.95	86,626	(1,246)	85,380
001	Employee Health & Wellness	0026	Office Supplies	2010	Supplies	0.00	400	(400)	0
001	Employee Health & Wellness	0026	Educational/Training Supplies	2020	Supplies	0.00	1,000	(1,000)	0
001	Employee Health & Wellness	0026	Computer Software & Supplies	2160	Supplies	136.00	750	(600)	150
001	Employee Health & Wellness	0026	Food	2200	Supplies	29.14	500	(460)	40
001	Employee Health & Wellness	0026	Medical Supplies	2320	Supplies	2,089.61	2,500	(400)	2,100
					Supplies Total	2,254.75	5,150	(2,860)	2,290
001	Employee Health & Wellness	0026	Medical Lab Fees	3470	Contractual Services	21,303.75	17,000	4,310	21,310
001	Employee Health & Wellness	0026	Medical Examinations	3480	Contractual Services	57,806.96	57,250	570	57,820
001	Employee Health & Wellness	0026	Travel	3510	Contractual Services	1,527.97	3,100	(1,560)	1,540
001	Employee Health & Wellness	0026	Dues & Subscriptions	3520	Contractual Services	0.00	500	(500)	0
001	Employee Health & Wellness	0026	Training,Registration Fees,Etc	3530	Contractual Services	0.00	1,660	(1,660)	0
001	Employee Health & Wellness	0026	Mileage	3900	Contractual Services	0.00	200	(200)	0
					Contractual Services Total	80,638.68	79,710	960	80,670
	Employee Health & Wellness Total					168,198.38	171,486	(3,146)	168,340
001	Information Systems Admin	0030	Base Salary	1010	Personnel Services	189,434.06	193,330	(3,890)	189,440
001	Information Systems Admin	0030	Longevity	1020	Personnel Services	345.00	534	(174)	360
001	Information Systems Admin	0030	Compensated Absences	1050	Personnel Services	6,574.18	0	6,580	6,580
001	Information Systems Admin	0030	Other Pay - Taxable	1060	Personnel Services	0.00	4,094	(4,094)	0
001	Information Systems Admin	0030	Overtime	1080	Personnel Services	0.00	1,218	(1,218)	0
001	Information Systems Admin	0030	Fica City Portion	1090	Personnel Services	14,785.89	13,712	1,088	14,800
001	Information Systems Admin	0030	Tmrs City Portion	1100	Personnel Services	34,688.88	32,603	2,097	34,700
001	Information Systems Admin	0030	Hosp Insurance	1110	Personnel Services	27,203.04	27,203	7	27,210
001	Information Systems Admin	0030	Work Compensation	1120	Personnel Services	393.96	394	6	400
001	Information Systems Admin	0030	Unemp Insurance	1140	Personnel Services	0.00	348	(348)	0
					Personnel Services Total	273,425.01	273,436	54	273,490

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Information Systems Admin	0030	Office Supplies	2010	Supplies	2,118.67	2,135	(5)	2,130
001	Information Systems Admin	0030	Minor Furniture & Fixtures	2115	Supplies	3,827.66	0	3,840	3,840
001	Information Systems Admin	0030	Electrical Parts & Supplies	2140	Supplies	0.00	200	(200)	0
001	Information Systems Admin	0030	Minor Computer Hrdwre & Perif	2155	Supplies	1,633.42	0	1,640	1,640
001	Information Systems Admin	0030	Computer Software & Supplies	2160	Supplies	649.10	0	660	660
001	Information Systems Admin	0030	Food	2200	Supplies	70.69	0	80	80
					Supplies Total	8,299.54	2,335	6,015	8,350
001	Information Systems Admin	0030	Communication	3010	Contractual Services	610,905.37	625,000	(14,080)	610,920
001	Information Systems Admin	0030	Equipment Rental-External	3212	Contractual Services	2,848.50	3,100	(240)	2,860
001	Information Systems Admin	0030	Binding, Printing & Reproduct	3240	Contractual Services	30.00	0	40	40
001	Information Systems Admin	0030	Temporary Help	3280	Contractual Services	2,331.60	15,000	(12,660)	2,340
001	Information Systems Admin	0030	Software Maintenance	3405	Contractual Services	18,135.00	0	18,150	18,150
001	Information Systems Admin	0030	Travel	3510	Contractual Services	1,086.73	3,000	(1,900)	1,100
001	Information Systems Admin	0030	Dues & Subscriptions	3520	Contractual Services	139.00	200	(50)	150
001	Information Systems Admin	0030	Training,Registration Fees,Etc	3530	Contractual Services	3,495.00	2,500	1,010	3,510
					Contractual Services Total	638,971.20	648,800	(9,730)	639,070
001	Information Systems Admin	0030	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	759.62	0	770	770
001	Information Systems Admin	0030	Communications Equipment	5105	Maintenance Of Equipment	9,159.00	10,000	(830)	9,170
					Maintenance Of Equipment Total	9,918.62	10,000	(60)	9,940
	Information Systems Admin Total					930,614.37	934,571	(3,721)	930,850
001	Communications	0031	Base Salary	1010	Personnel Services	773,869.24	1,060,359	(286,479)	773,880
001	Communications	0031	Longevity	1020	Personnel Services	11,361.00	13,917	(2,547)	11,370
001	Communications	0031	Compensated Absences	1050	Personnel Services	92,227.57	0	92,240	92,240
001	Communications	0031	Other Pay - Taxable	1060	Personnel Services	17,585.30	15,449	2,151	17,600
001	Communications	0031	Overtime	1080	Personnel Services	197,059.97	8,712	188,358	197,070
001	Communications	0031	Fica City Portion	1090	Personnel Services	80,563.06	88,345	(7,775)	80,570
001	Communications	0031	Tmrs City Portion	1100	Personnel Services	195,893.02	211,374	(15,474)	195,900
001	Communications	0031	Hosp Insurance	1110	Personnel Services	219,975.00	219,975	0	219,975
001	Communications	0031	Work Compensation	1120	Personnel Services	2,562.96	2,563	7	2,570
001	Communications	0031	Unemp Insurance	1140	Personnel Services	835.40	2,261	(1,411)	850
001	Communications	0031	Vacancies	1150	Personnel Services	0.00	(30,000)	30,000	0
					Personnel Services Total	1,591,932.52	1,592,955	(930)	1,592,025
001	Communications	0031	Office Supplies	2010	Supplies	3,319.99	3,000	330	3,330
001	Communications	0031	Educational/Training Supplies	2020	Supplies	1,275.70	1,500	(210)	1,290
001	Communications	0031	Minor Equipment, Instr, Tools	2120	Supplies	2,019.03	2,000	30	2,030
001	Communications	0031	Computer Software & Supplies	2160	Supplies	2,993.74	2,300	700	3,000
001	Communications	0031	Food	2200	Supplies	277.00	500	(210)	290
001	Communications	0031	Janitorial Supplies	2310	Supplies	41.75	0	50	50
001	Communications	0031	Clothing, Dry Goods, Etc	2570	Supplies	699.19	800	(90)	710
001	Communications	0031	Postage	2620	Supplies	0.00	200	(200)	0
001	Communications	0031	Security Badges/Decal Suppl	2630	Supplies	0.00	450	(450)	0
					Supplies Total	10,626.40	10,750	(50)	10,700
001	Communications	0031	Equipment Rental-External	3212	Contractual Services	889.18	2,800	(1,900)	900
001	Communications	0031	Binding, Printing & Reproduct	3240	Contractual Services	0.00	200	(200)	0
001	Communications	0031	Employee Relocation Costs	3263	Contractual Services	2,982.39	0	2,990	2,990
001	Communications	0031	Temporary Help	3280	Contractual Services	80,979.69	78,000	2,990	80,990
001	Communications	0031	Wrecker Services	3320	Contractual Services	0.00	100	(100)	0
001	Communications	0031	Other Special Services	3390	Contractual Services	459.00	800	(330)	470
001	Communications	0031	Travel	3510	Contractual Services	2,332.12	4,100	(1,760)	2,340
001	Communications	0031	Dues & Subscriptions	3520	Contractual Services	390.50	0	400	400
001	Communications	0031	Legal/Tech Reference Materials	3525	Contractual Services	0.00	198	(198)	0
001	Communications	0031	Training,Registration Fees,Etc	3530	Contractual Services	2,112.93	5,900	(3,780)	2,120
001	Communications	0031	Rent	3920	Contractual Services	20,387.04	20,387	13	20,400
001	Communications	0031	Other	3990	Contractual Services	708.00	660	60	720
					Contractual Services Total	111,240.85	113,145	(1,815)	111,330
001	Communications	0031	Noncontractual Hardware Repa	5101	Maintenance Of Equipment	1,445.76	1,000	460	1,460
					Maintenance Of Equipment Total	1,445.76	1,000	460	1,460

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
			Communications Total			1,715,245.53	1,717,850	(2,335)	1,715,515
001	Information Systems	0032	Base Salary	1010	Personnel Services	787,104.29	906,452	(119,342)	787,110
001	Information Systems	0032	Part Time/Temp Employees	1015	Personnel Services	4,387.50	0	4,400	4,400
001	Information Systems	0032	Longevity	1020	Personnel Services	13,896.00	15,396	(1,486)	13,910
001	Information Systems	0032	Compensated Absences	1050	Personnel Services	110,062.40	0	110,070	110,070
001	Information Systems	0032	Other Pay - Taxable	1060	Personnel Services	20,353.98	13,327	7,033	20,360
001	Information Systems	0032	Overtime	1080	Personnel Services	5,081.77	3,548	1,542	5,090
001	Information Systems	0032	Fica City Portion	1090	Personnel Services	69,264.21	72,112	(2,842)	69,270
001	Information Systems	0032	Tmrs City Portion	1100	Personnel Services	167,406.84	171,496	(4,076)	167,420
001	Information Systems	0032	Hosp Insurance	1110	Personnel Services	123,177.00	123,177	0	123,177
001	Information Systems	0032	Work Compensation	1120	Personnel Services	2,970.00	2,970	0	2,970
001	Information Systems	0032	Unemp Insurance	1140	Personnel Services	5,964.00	1,852	4,118	5,970
			Personnel Services Total			1,309,667.99	1,310,330	(583)	1,309,747
001	Information Systems	0032	Office Supplies	2010	Supplies	2,910.83	4,000	(1,080)	2,920
001	Information Systems	0032	Educational/Training Supplies	2020	Supplies	0.00	600	(600)	0
001	Information Systems	0032	Minor Furniture & Fixtures	2115	Supplies	7,018.36	8,510	(1,480)	7,030
001	Information Systems	0032	Minor Equipment, Instr, Tools	2120	Supplies	288.31	2,000	(1,700)	300
001	Information Systems	0032	Electrical Parts & Supplies	2140	Supplies	221.99	1,000	(770)	230
001	Information Systems	0032	Minor Computer Hrdwre & Perif	2155	Supplies	143,755.19	19,128	124,642	143,770
001	Information Systems	0032	Computer Software & Supplies	2160	Supplies	166,386.93	74,434	91,966	166,400
001	Information Systems	0032	Postage	2620	Supplies	0.00	100	(100)	0
			Supplies Total			320,581.61	109,772	210,878	320,650
001	Information Systems	0032	Communication	3010	Contractual Services	1,693.81	0	1,700	1,700
001	Information Systems	0032	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	7,382.68	10,593	(3,203)	7,390
001	Information Systems	0032	Hire Of Equipment-Garage-Oth	3211	Contractual Services	738,842.33	735,512	3,338	738,850
001	Information Systems	0032	Equipment Rental-External	3212	Contractual Services	16,944.83	0	16,950	16,950
001	Information Systems	0032	Hire Of Equipment-Technology	3213	Contractual Services	0.00	20,700	(20,700)	0
001	Information Systems	0032	Spec Postage/Express Shipping	3360	Contractual Services	214.67	700	(480)	220
001	Information Systems	0032	Software Maintenance	3405	Contractual Services	781,985.45	841,255	(59,255)	782,000
001	Information Systems	0032	Travel	3510	Contractual Services	3,963.96	10,000	(6,030)	3,970
001	Information Systems	0032	Dues & Subscriptions	3520	Contractual Services	511.00	1,500	(980)	520
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	21,657.67	13,000	8,670	21,670
001	Information Systems	0032	Educational Assistance	3540	Contractual Services	0.00	1,500	(1,500)	0
001	Information Systems	0032	Mileage	3900	Contractual Services	391.84	1,000	(600)	400
001	Information Systems	0032	Rent	3920	Contractual Services	1,375.00	2,500	(1,110)	1,390
			Contractual Services Total			1,574,963.24	1,639,760	(64,700)	1,575,060
001	Information Systems	0032	Data Processing Equipment	5100	Maintenance Of Equipment	44,162.48	111,875	(67,705)	44,170
001	Information Systems	0032	Noncontractual Hardware Repa	5101	Maintenance Of Equipment	57,066.20	25,000	32,080	57,080
001	Information Systems	0032	Communications Equipment	5105	Maintenance Of Equipment	2,120.53	0	2,130	2,130
			Maintenance Of Equipment Total			103,349.21	136,875	(33,495)	103,380
001	Information Systems	0032	Data Processing Equipment	8490	Capital - Equipment	26,075.82	29,962	(3,872)	26,090
001	Information Systems	0032	Edp Software (Over \$1,000)	8900	Capital - Equipment	0.00	128,296	(128,296)	0
			Capital - Equipment Total			26,075.82	158,258	(132,168)	26,090
			Information Systems Total			3,334,637.87	3,354,995	(20,068)	3,334,927
001	Communications Maintenance	0033	Base Salary	1010	Personnel Services	62,651.69	69,194	(6,534)	62,660
001	Communications Maintenance	0033	Longevity	1020	Personnel Services	846.00	846	0	846
001	Communications Maintenance	0033	Compensated Absences	1050	Personnel Services	4,080.31	0	4,090	4,090
001	Communications Maintenance	0033	Other Pay - Taxable	1060	Personnel Services	1,261.11	1,059	211	1,270
001	Communications Maintenance	0033	Overtime	1080	Personnel Services	4,463.21	3,000	1,470	4,470
001	Communications Maintenance	0033	Fica City Portion	1090	Personnel Services	5,675.13	5,332	358	5,690
001	Communications Maintenance	0033	Tmrs City Portion	1100	Personnel Services	13,244.98	12,679	571	13,250
001	Communications Maintenance	0033	Hosp Insurance	1110	Personnel Services	7,362.96	7,363	7	7,370
001	Communications Maintenance	0033	Work Compensation	1120	Personnel Services	2,352.00	2,352	0	2,352
001	Communications Maintenance	0033	Unemp Insurance	1140	Personnel Services	0.00	131	(131)	0

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
Personnel Services Total						101,937.39	101,956	42	101,998
001	Communications Maintenance	0033	Office Supplies	2010	Supplies	413.66	200	220	420
001	Communications Maintenance	0033	Minor Furniture & Fixtures	2115	Supplies	514.38	500	20	520
001	Communications Maintenance	0033	Minor Equipment, Instr, Tools	2120	Supplies	130,284.60	10,000	120,290	130,290
001	Communications Maintenance	0033	Electrical Parts & Supplies	2140	Supplies	49,302.10	37,500	11,810	49,310
001	Communications Maintenance	0033	Minor Computer Hrdwre & Perip	2155	Supplies	339.87	3,000	(2,650)	350
001	Communications Maintenance	0033	Computer Software & Supplies	2160	Supplies	66.99	2,000	(1,920)	80
001	Communications Maintenance	0033	Janitorial Supplies	2310	Supplies	35.92	100	(50)	50
001	Communications Maintenance	0033	Clothing, Dry Goods, Etc	2570	Supplies	72.90	100	(20)	80
Supplies Total						181,030.42	53,400	127,700	181,100
001	Communications Maintenance	0033	Communication	3010	Contractual Services	0.00	2,400	(2,400)	0
001	Communications Maintenance	0033	Light & Power	3030	Contractual Services	4,961.97	5,100	(130)	4,970
001	Communications Maintenance	0033	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	13,449.80	17,774	(4,314)	13,460
001	Communications Maintenance	0033	Temporary Help	3280	Contractual Services	0.00	2,500	(2,500)	0
001	Communications Maintenance	0033	Other Special Services	3390	Contractual Services	122,114.92	0	122,120	122,120
001	Communications Maintenance	0033	Travel	3510	Contractual Services	1,132.29	2,000	(860)	1,140
001	Communications Maintenance	0033	Dues & Subscriptions	3520	Contractual Services	0.00	150	(150)	0
001	Communications Maintenance	0033	Legal/Tech Reference Materials	3525	Contractual Services	0.00	200	(200)	0
001	Communications Maintenance	0033	Training,Registration Fees,Etc	3530	Contractual Services	2,510.00	4,000	(1,480)	2,520
001	Communications Maintenance	0033	Educational Assistance	3540	Contractual Services	0.00	600	(600)	0
001	Communications Maintenance	0033	Rent	3920	Contractual Services	4,797.47	10,000	(5,190)	4,810
Contractual Services Total						148,966.45	44,724	104,296	149,020
001	Communications Maintenance	0033	Noncontractual Hardware Repa	5101	Maintenance Of Equipment	76,919.77	60,000	16,930	76,930
001	Communications Maintenance	0033	Communications Equipment	5105	Maintenance Of Equipment	6,964.60	125,895	(118,925)	6,970
Maintenance Of Equipment Total						83,884.37	185,895	(101,995)	83,900
001	Communications Maintenance	0033	Communication/Video Equipme	8481	Capital - Equipment	14,332.00	189,611	(175,271)	14,340
001	Communications Maintenance	0033	Edp Software (Over \$1,000)	8900	Capital - Equipment	14,995.00	0	15,010	15,010
Capital - Equipment Total						29,327.00	189,611	(160,261)	29,350
Communications Maintenance Total						545,145.63	575,586	(30,218)	545,368
001	Accounting	0035	Base Salary	1010	Personnel Services	832,698.89	1,019,415	(186,705)	832,710
001	Accounting	0035	Part Time/Temp Employees	1015	Personnel Services	20,865.00	0	20,880	20,880
001	Accounting	0035	Longevity	1020	Personnel Services	18,390.00	19,349	(949)	18,400
001	Accounting	0035	Certification Supplement	1030	Personnel Services	2,400.00	2,400	0	2,400
001	Accounting	0035	Compensated Absences	1050	Personnel Services	150,241.81	0	150,250	150,250
001	Accounting	0035	Other Pay - Taxable	1060	Personnel Services	21,723.59	13,769	7,961	21,730
001	Accounting	0035	Overtime	1080	Personnel Services	17,706.46	20,000	(2,280)	17,720
001	Accounting	0035	Fica City Portion	1090	Personnel Services	76,779.46	73,925	2,865	76,790
001	Accounting	0035	Tmrs City Portion	1100	Personnel Services	186,669.65	179,158	7,522	186,680
001	Accounting	0035	Hosp Insurance	1110	Personnel Services	114,864.00	114,864	0	114,864
001	Accounting	0035	Work Compensation	1120	Personnel Services	2,156.04	2,156	14	2,170
001	Accounting	0035	Unemp Insurance	1140	Personnel Services	0.00	1,902	(1,902)	0
Personnel Services Total						1,444,494.90	1,446,938	(2,344)	1,444,594
001	Accounting	0035	Office Supplies	2010	Supplies	8,929.12	10,000	(1,060)	8,940
001	Accounting	0035	Minor Furniture & Fixtures	2115	Supplies	384.74	500	(110)	390
001	Accounting	0035	Minor Equipment, Instr, Tools	2120	Supplies	391.06	400	0	400
001	Accounting	0035	Minor Computer Hrdwre & Perip	2155	Supplies	135.47	0	150	150
001	Accounting	0035	Computer Software & Supplies	2160	Supplies	2,969.00	5,000	(2,020)	2,980
001	Accounting	0035	Food	2200	Supplies	76.77	0	90	90
Supplies Total						12,886.16	15,900	(2,950)	12,950
001	Accounting	0035	Advertising	3220	Contractual Services	63.56	250	(180)	70
001	Accounting	0035	Binding, Printing & Reproduct	3240	Contractual Services	1,278.82	1,800	(510)	1,290
001	Accounting	0035	Bank Services	3350	Contractual Services	44,738.13	44,400	350	44,750
001	Accounting	0035	Spec Postage/Express Shipping	3360	Contractual Services	27.05	250	(210)	40
001	Accounting	0035	Other Special Services	3390	Contractual Services	1,515.28	1,560	(30)	1,530
001	Accounting	0035	Legal Fees	3410	Contractual Services	317.10	0	330	330
001	Accounting	0035	External Audit Fees	3440	Contractual Services	141,068.61	135,000	6,080	141,080
001	Accounting	0035	Travel	3510	Contractual Services	2,290.33	2,425	(125)	2,300

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Accounting	0035	Dues & Subscriptions	3520	Contractual Services	5,579.00	6,100	(510)	5,590
001	Accounting	0035	Legal/Tech Reference Materials	3525	Contractual Services	0.00	200	(200)	0
001	Accounting	0035	Training,Registration Fees,Etc	3530	Contractual Services	3,275.00	5,085	(1,795)	3,290
001	Accounting	0035	Educational Assistance	3540	Contractual Services	3,007.92	3,750	(730)	3,020
001	Accounting	0035	Mileage	3900	Contractual Services	0.00	75	(75)	0
					Contractual Services Total	203,160.80	200,895	2,395	203,290
001	Accounting	0035	Mach/Tools/Implements	5110	Maintenance Of Equipment	0.00	500	(500)	0
					Maintenance Of Equipment Total	0.00	500	(500)	0
	Accounting Total					1,660,541.86	1,664,233	(3,399)	1,660,834
001	Investments	0037	Base Salary	1010	Personnel Services	86,902.87	98,585	(11,675)	86,910
001	Investments	0037	Longevity	1020	Personnel Services	1,284.00	1,284	0	1,284
001	Investments	0037	Compensated Absences	1050	Personnel Services	7,144.13	0	7,150	7,150
001	Investments	0037	Other Pay - Taxable	1060	Personnel Services	3,560.17	0	3,570	3,570
001	Investments	0037	Fica City Portion	1090	Personnel Services	7,275.52	7,086	204	7,290
001	Investments	0037	Tmrs City Portion	1100	Personnel Services	17,804.39	16,844	966	17,810
001	Investments	0037	Hosp Insurance	1110	Personnel Services	5,184.00	5,184	0	5,184
001	Investments	0037	Work Compensation	1120	Personnel Services	210.00	210	0	210
001	Investments	0037	Unemp Insurance	1140	Personnel Services	0.00	185	(185)	0
					Personnel Services Total	129,365.08	129,378	30	129,408
001	Investments	0037	Office Supplies	2010	Supplies	247.10	300	(40)	260
					Supplies Total	247.10	300	(40)	260
001	Investments	0037	Fund Management Subs	3446	Contractual Services	5,088.40	12,300	(7,200)	5,100
001	Investments	0037	Travel	3510	Contractual Services	555.58	1,600	(1,030)	570
001	Investments	0037	Dues & Subscriptions	3520	Contractual Services	75.00	0	90	90
001	Investments	0037	Training,Registration Fees,Etc	3530	Contractual Services	275.00	425	(135)	290
					Contractual Services Total	5,993.98	14,325	(8,275)	6,050
	Investments Total					135,606.16	144,003	(8,285)	135,718
001	Purchasing	0040	Base Salary	1010	Personnel Services	173,760.71	182,890	(9,120)	173,770
001	Purchasing	0040	Part Time/Temp Employees	1015	Personnel Services	2,405.04	0	2,420	2,420
001	Purchasing	0040	Longevity	1020	Personnel Services	2,997.00	4,899	(1,889)	3,010
001	Purchasing	0040	Compensated Absences	1050	Personnel Services	23,322.40	0	23,330	23,330
001	Purchasing	0040	Other Pay - Taxable	1060	Personnel Services	3,008.97	8,212	(5,192)	3,020
001	Purchasing	0040	Overtime	1080	Personnel Services	5,370.52	2,060	3,320	5,380
001	Purchasing	0040	Fica City Portion	1090	Personnel Services	15,576.25	19,559	(3,969)	15,590
001	Purchasing	0040	Tmrs City Portion	1100	Personnel Services	37,576.25	46,511	(8,921)	37,590
001	Purchasing	0040	Hosp Insurance	1110	Personnel Services	51,794.04	51,794	6	51,800
001	Purchasing	0040	Work Compensation	1120	Personnel Services	555.96	556	14	570
001	Purchasing	0040	Unemp Insurance	1140	Personnel Services	0.00	491	(491)	0
					Personnel Services Total	316,367.14	316,972	(492)	316,480
001	Purchasing	0040	Office Supplies	2010	Supplies	1,578.44	3,302	(1,712)	1,590
001	Purchasing	0040	Minor Equipment, Instr, Tools	2120	Supplies	0.00	128	(128)	0
001	Purchasing	0040	Minor Computer Hrdwre & Perip	2155	Supplies	870.00	0	880	880
001	Purchasing	0040	Computer Software & Supplies	2160	Supplies	0.00	179	(179)	0
					Supplies Total	2,448.44	3,609	(1,139)	2,470
001	Purchasing	0040	Equipment Rental-External	3212	Contractual Services	2,569.80	2,570	10	2,580
001	Purchasing	0040	Advertising	3220	Contractual Services	11,327.04	8,325	3,015	11,340
001	Purchasing	0040	Notary Bonds	3270	Contractual Services	53.38	50	10	60
001	Purchasing	0040	Spec Postage/Express Shipping	3360	Contractual Services	72.87	0	80	80
001	Purchasing	0040	Travel	3510	Contractual Services	897.07	2,370	(1,460)	910
001	Purchasing	0040	Dues & Subscriptions	3520	Contractual Services	325.00	1,218	(878)	340
001	Purchasing	0040	Training,Registration Fees,Etc	3530	Contractual Services	0.00	1,218	(1,218)	0
001	Purchasing	0040	Educational Assistance	3540	Contractual Services	3,015.08	3,000	30	3,030
001	Purchasing	0040	Mileage	3900	Contractual Services	0.00	50	(50)	0
					Contractual Services Total	18,260.24	18,801	(461)	18,340
001	Purchasing	0040	Miscellaneous	6990	Miscellaneous	25.00	0	40	40

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
					Miscellaneous Total	25.00	0	40	40
					Purchasing Total	337,100.82	339,382	(2,052)	337,330
001	Facilities Services	0041	Base Salary	1010	Personnel Services	167,309.65	211,901	(44,581)	167,320
001	Facilities Services	0041	Longevity	1020	Personnel Services	1,149.00	1,934	(774)	1,160
001	Facilities Services	0041	Compensated Absences	1050	Personnel Services	14,987.79	0	15,000	15,000
001	Facilities Services	0041	Other Pay - Taxable	1060	Personnel Services	2,723.20	1,652	1,078	2,730
001	Facilities Services	0041	Overtime	1080	Personnel Services	36,687.46	8,700	28,000	36,700
001	Facilities Services	0041	Fica City Portion	1090	Personnel Services	16,699.83	16,376	334	16,710
001	Facilities Services	0041	Tmrs City Portion	1100	Personnel Services	40,124.11	38,938	1,192	40,130
001	Facilities Services	0041	Hosp Insurance	1110	Personnel Services	30,276.96	30,277	13	30,290
001	Facilities Services	0041	Work Compensation	1120	Personnel Services	4,425.00	4,425	0	4,425
001	Facilities Services	0041	Unemp Insurance	1140	Personnel Services	0.00	407	(407)	0
					Personnel Services Total	314,383.00	314,610	(145)	314,465
001	Facilities Services	0041	Office Supplies	2010	Supplies	269.44	800	(520)	280
001	Facilities Services	0041	Educational/Training Supplies	2020	Supplies	0.00	500	(500)	0
001	Facilities Services	0041	Motor Vehicle Supplies	2110	Supplies	53.66	0	60	60
001	Facilities Services	0041	Minor Furniture & Fixtures	2115	Supplies	0.00	400	(400)	0
001	Facilities Services	0041	Minor Equipment, Instr, Tools	2120	Supplies	227.95	800	(560)	240
001	Facilities Services	0041	Electrical Parts & Supplies	2140	Supplies	0.00	1,000	(1,000)	0
001	Facilities Services	0041	Computer Software & Supplies	2160	Supplies	0.00	400	(400)	0
001	Facilities Services	0041	Welding Supplies	2170	Supplies	148.32	600	(440)	160
001	Facilities Services	0041	Janitorial Supplies	2310	Supplies	90.94	750	(650)	100
001	Facilities Services	0041	Medical Supplies	2320	Supplies	0.00	300	(300)	0
001	Facilities Services	0041	Chemicals & Insecticides	2330	Supplies	83.76	500	(410)	90
001	Facilities Services	0041	Clothing, Dry Goods, Etc	2570	Supplies	333.68	1,000	(660)	340
					Supplies Total	1,207.75	7,050	(5,780)	1,270
001	Facilities Services	0041	Heat & Natural Gas	3020	Contractual Services	62,205.73	85,000	(22,780)	62,220
001	Facilities Services	0041	Light & Power	3030	Contractual Services	323,789.19	300,000	23,800	323,800
001	Facilities Services	0041	Water	3040	Contractual Services	23,278.35	33,000	(9,710)	23,290
001	Facilities Services	0041	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	45,449.88	51,145	(5,685)	45,460
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	Binding, Printing & Reproduct	3240	Contractual Services	150.00	0	160	160
001	Facilities Services	0041	Exterminator	3310	Contractual Services	0.00	2,000	(2,000)	0
001	Facilities Services	0041	Maintenance Of Hvac Equipme	3375	Contractual Services	41,068.20	42,500	(1,420)	41,080
001	Facilities Services	0041	Other Special Services	3390	Contractual Services	2,128.00	38,714	(36,574)	2,140
001	Facilities Services	0041	Software Maintenance	3405	Contractual Services	2,905.50	0	2,920	2,920
001	Facilities Services	0041	Travel	3510	Contractual Services	28.05	500	(460)	40
001	Facilities Services	0041	Training,Registration Fees,Etc	3530	Contractual Services	105.00	500	(380)	120
					Contractual Services Total	695,049.02	742,707	(47,517)	695,190
001	Facilities Services	0041	Buildings & Grounds	4010	Maintenance Of Structures	139,941.41	80,000	59,950	139,950
					Maintenance Of Structures Total	139,941.41	80,000	59,950	139,950
001	Facilities Services	0041	Heating & Cooling System	5010	Maintenance Of Equipment	4,050.00	5,000	(940)	4,060
					Maintenance Of Equipment Total	4,050.00	5,000	(940)	4,060
001	Facilities Services	0041	Miscellaneous	6990	Miscellaneous	25.00	0	40	40
					Miscellaneous Total	25.00	0	40	40
001	Facilities Services	0041	Buildings	7020	Capital - Land & Improvements	12,698.00	0	12,710	12,710
001	Facilities Services	0041	Other Impr Other Than Bldgs	7860	Capital - Land & Improvements	7,600.75	0	7,610	7,610
					Capital - Land & Improvements Total	20,298.75	0	20,320	20,320
					Facilities Services Total	1,174,954.93	1,149,367	25,928	1,175,295
001	Risk Management	0042	Base Salary	1010	Personnel Services	73,082.38	91,000	(17,910)	73,090
001	Risk Management	0042	Part Time/Temp Employees	1015	Personnel Services	5,600.00	0	5,610	5,610
001	Risk Management	0042	Longevity	1020	Personnel Services	402.00	495	(85)	410
001	Risk Management	0042	Compensated Absences	1050	Personnel Services	15,033.60	0	15,040	15,040

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Risk Management	0042	Overtime	1080	Personnel Services	157.58	0	170	170
001	Risk Management	0042	Fica City Portion	1090	Personnel Services	7,166.58	7,633	(453)	7,180
001	Risk Management	0042	Tmrs City Portion	1100	Personnel Services	16,025.83	18,153	(2,113)	16,040
001	Risk Management	0042	Hosp Insurance	1110	Personnel Services	10,367.04	10,367	13	10,380
001	Risk Management	0042	Work Compensation	1120	Personnel Services	225.96	226	14	240
001	Risk Management	0042	Unemp Insurance	1140	Personnel Services	0.00	200	(200)	0
					Personnel Services Total	128,060.97	128,074	86	128,160
001	Risk Management	0042	Office Supplies	2010	Supplies	1,661.46	1,500	170	1,670
001	Risk Management	0042	Educational/Training Supplies	2020	Supplies	143.95	2,500	(2,350)	150
001	Risk Management	0042	Computer Software & Supplies	2160	Supplies	1,089.87	500	600	1,100
001	Risk Management	0042	Photographic Supplies	2650	Supplies	0.00	400	(400)	0
					Supplies Total	2,895.28	4,900	(1,980)	2,920
001	Risk Management	0042	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	14,344.06	11,938	2,412	14,350
001	Risk Management	0042	Binding, Printing & Reproduct	3240	Contractual Services	90.00	0	100	100
001	Risk Management	0042	Medical Lab Fees	3470	Contractual Services	18,913.82	24,090	(5,170)	18,920
001	Risk Management	0042	Travel	3510	Contractual Services	1,099.58	2,750	(1,640)	1,110
001	Risk Management	0042	Dues & Subscriptions	3520	Contractual Services	2,928.00	3,290	(350)	2,940
001	Risk Management	0042	Training,Registration Fees,Etc	3530	Contractual Services	149.50	1,140	(980)	160
					Contractual Services Total	37,524.96	43,208	(5,628)	37,580
001	Risk Management	0042	Miscellaneous	6990	Miscellaneous	12.00	0	20	20
					Miscellaneous Total	12.00	0	20	20
	Risk Management Total					168,493.21	176,182	(7,502)	168,680
001	Internal Audit	0045	Base Salary	1010	Personnel Services	60,695.48	83,436	(22,726)	60,710
001	Internal Audit	0045	Longevity	1020	Personnel Services	1,674.00	1,674	0	1,674
001	Internal Audit	0045	Certification Supplement	1030	Personnel Services	1,200.00	1,200	0	1,200
001	Internal Audit	0045	Compensated Absences	1050	Personnel Services	22,437.52	0	22,450	22,450
001	Internal Audit	0045	Car Allowance	1059	Personnel Services	7,800.00	7,800	0	7,800
001	Internal Audit	0045	Fica City Portion	1090	Personnel Services	7,148.60	6,990	170	7,160
001	Internal Audit	0045	Tmrs City Portion	1100	Personnel Services	16,840.96	16,625	225	16,850
001	Internal Audit	0045	Hosp Insurance	1110	Personnel Services	5,184.00	5,184	0	5,184
001	Internal Audit	0045	Work Compensation	1120	Personnel Services	207.00	207	0	207
001	Internal Audit	0045	Unemp Insurance	1140	Personnel Services	0.00	183	(183)	0
					Personnel Services Total	123,187.56	123,299	(64)	123,235
001	Internal Audit	0045	Office Supplies	2010	Supplies	352.53	650	(290)	360
001	Internal Audit	0045	Educational/Training Supplies	2020	Supplies	0.00	80	(80)	0
001	Internal Audit	0045	Computer Software & Supplies	2160	Supplies	1,240.00	1,400	(150)	1,250
					Supplies Total	1,592.53	2,130	(520)	1,610
001	Internal Audit	0045	Travel	3510	Contractual Services	1,212.78	2,800	(1,580)	1,220
001	Internal Audit	0045	Dues & Subscriptions	3520	Contractual Services	730.00	450	290	740
001	Internal Audit	0045	Training,Registration Fees,Etc	3530	Contractual Services	745.00	3,000	(2,240)	760
					Contractual Services Total	2,687.78	6,250	(3,530)	2,720
	Internal Audit Total					127,467.87	131,679	(4,114)	127,565
001	Tax	0050	Other Special Services	3390	Contractual Services	358,313.64	360,898	(2,578)	358,320
					Contractual Services Total	358,313.64	360,898	(2,578)	358,320
	Tax Total					358,313.64	360,898	(2,578)	358,320
001	Planning & Development	0055	Base Salary	1010	Personnel Services	304,155.33	341,457	(37,287)	304,170
001	Planning & Development	0055	Longevity	1020	Personnel Services	6,045.00	6,156	(96)	6,060
001	Planning & Development	0055	Compensated Absences	1050	Personnel Services	39,606.97	0	39,620	39,620
001	Planning & Development	0055	Other Pay - Taxable	1060	Personnel Services	1,328.72	3,893	(2,553)	1,340
001	Planning & Development	0055	Overtime	1080	Personnel Services	1,972.43	0	1,980	1,980
001	Planning & Development	0055	Fica City Portion	1090	Personnel Services	26,175.65	27,197	(1,007)	26,190
001	Planning & Development	0055	Tmrs City Portion	1100	Personnel Services	63,635.17	64,675	(1,025)	63,650
001	Planning & Development	0055	Hosp Insurance	1110	Personnel Services	42,753.96	42,754	6	42,760

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Planning & Development	0055	Work Compensation	1120	Personnel Services	797.04	797	13	810
001	Planning & Development	0055	Unemp Insurance	1140	Personnel Services	0.00	703	(703)	0
					Personnel Services Total	486,470.27	487,632	(1,052)	486,580
001	Planning & Development	0055	Office Supplies	2010	Supplies	9,204.59	5,000	4,210	9,210
001	Planning & Development	0055	Motor Vehicle Supplies	2110	Supplies	100.40	0	110	110
001	Planning & Development	0055	Minor Furniture & Fixtures	2115	Supplies	259.99	0	270	270
001	Planning & Development	0055	Minor Equipment, Instr, Tools	2120	Supplies	530.00	0	540	540
001	Planning & Development	0055	Minor Computer Hrdwre & Perip	2155	Supplies	2,494.08	0	2,500	2,500
001	Planning & Development	0055	Computer Software & Supplies	2160	Supplies	11,114.96	11,700	(580)	11,120
001	Planning & Development	0055	Food	2200	Supplies	244.37	300	(50)	250
					Supplies Total	23,948.39	17,000	7,000	24,000
001	Planning & Development	0055	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	1,746.42	2,617	(857)	1,760
001	Planning & Development	0055	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Planning & Development	0055	Advertising	3220	Contractual Services	10,905.26	15,500	(4,580)	10,920
001	Planning & Development	0055	Binding, Printing & Reproduct	3240	Contractual Services	165.65	50	130	180
001	Planning & Development	0055	Temporary Help	3280	Contractual Services	33,330.55	35,000	(1,660)	33,340
001	Planning & Development	0055	Spec Postage/Express Shipping	3360	Contractual Services	5.72	0	20	20
001	Planning & Development	0055	Legal Filing Fees	3420	Contractual Services	71.00	60	20	80
001	Planning & Development	0055	Travel	3510	Contractual Services	5,136.16	6,650	(1,500)	5,150
001	Planning & Development	0055	Dues & Subscriptions	3520	Contractual Services	2,577.00	1,625	965	2,590
001	Planning & Development	0055	Training,Registration Fees,Etc	3530	Contractual Services	2,240.60	3,200	(950)	2,250
					Contractual Services Total	56,178.36	65,062	(8,772)	56,290
001	Planning & Development	0055	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	479.98	0	490	490
001	Planning & Development	0055	Motor Vehicles	5130	Maintenance Of Equipment	60.00	0	70	70
					Maintenance Of Equipment Total	539.98	0	560	560
001	Planning & Development	0055	Miscellaneous	6990	Miscellaneous	439.79	50	400	450
					Miscellaneous Total	439.79	50	400	450
	Planning & Development Total					567,576.79	569,744	(1,864)	567,880
001	Community Development	0056	Base Salary	1010	Personnel Services	127,194.15	134,971	(7,771)	127,200
001	Community Development	0056	Longevity	1020	Personnel Services	2,643.00	2,643	0	2,643
001	Community Development	0056	Compensated Absences	1050	Personnel Services	11,818.85	0	11,830	11,830
001	Community Development	0056	Other Pay - Taxable	1060	Personnel Services	3,636.02	3,067	583	3,650
001	Community Development	0056	Fica City Portion	1090	Personnel Services	10,897.82	10,764	146	10,910
001	Community Development	0056	Tmrs City Portion	1100	Personnel Services	26,227.19	30,697	(4,457)	26,240
001	Community Development	0056	Hosp Insurance	1110	Personnel Services	17,073.96	17,074	6	17,080
001	Community Development	0056	Work Compensation	1120	Personnel Services	312.00	312	0	312
001	Community Development	0056	Unemp Insurance	1140	Personnel Services	0.00	275	(275)	0
					Personnel Services Total	199,802.99	199,803	62	199,865
001	Community Development	0056	Office Supplies	2010	Supplies	2,242.53	2,160	90	2,250
001	Community Development	0056	Minor Equipment, Instr, Tools	2120	Supplies	17.99	100	(70)	30
001	Community Development	0056	Minor Computer Hrdwre & Perip	2155	Supplies	0.00	100	(100)	0
001	Community Development	0056	Computer Software & Supplies	2160	Supplies	275.00	200	90	290
001	Community Development	0056	Food	2200	Supplies	17.22	0	30	30
001	Community Development	0056	Janitorial Supplies	2310	Supplies	54.01	0	60	60
001	Community Development	0056	Clothing, Dry Goods, Etc	2570	Supplies	0.00	100	(100)	0
001	Community Development	0056	Postage	2620	Supplies	0.00	100	(100)	0
					Supplies Total	2,606.75	2,760	(100)	2,660
001	Community Development	0056	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	2,481.13	2,506	(16)	2,490
001	Community Development	0056	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Community Development	0056	Advertising	3220	Contractual Services	2,059.12	3,200	(1,130)	2,070
001	Community Development	0056	Binding, Printing & Reproduct	3240	Contractual Services	168.00	200	(20)	180
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	29.00	1,500	(1,460)	40
001	Community Development	0056	Legal Filing Fees	3420	Contractual Services	136.00	0	150	150
001	Community Development	0056	External Audit Fees	3440	Contractual Services	52,367.58	51,000	1,380	52,380
001	Community Development	0056	Travel	3510	Contractual Services	3,224.74	2,800	430	3,230
001	Community Development	0056	Dues & Subscriptions	3520	Contractual Services	1,090.00	1,200	(100)	1,100

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Community Development	0056	Legal/Tech Reference Materials	3525	Contractual Services	100.00	0	110	110
001	Community Development	0056	Training,Registration Fees,Etc	3530	Contractual Services	0.00	800	(800)	0
					Contractual Services Total	61,655.57	63,766	(2,016)	61,750
	Community Development Total					264,065.31	266,329	(2,054)	264,275
001	Code Administration	0060	Base Salary	1010	Personnel Services	967,149.88	1,113,810	(146,650)	967,160
001	Code Administration	0060	Part Time/Temp Employees	1015	Personnel Services	10.23	0	20	20
001	Code Administration	0060	Longevity	1020	Personnel Services	10,878.00	12,525	(1,635)	10,890
001	Code Administration	0060	Compensated Absences	1050	Personnel Services	83,773.74	0	83,780	83,780
001	Code Administration	0060	Other Pay - Taxable	1060	Personnel Services	11,884.95	9,179	2,711	11,890
001	Code Administration	0060	Overtime	1080	Personnel Services	24,107.72	0	24,120	24,120
001	Code Administration	0060	Fica City Portion	1090	Personnel Services	82,535.25	71,892	10,658	82,550
001	Code Administration	0060	Tmrs City Portion	1100	Personnel Services	197,156.24	170,968	26,202	197,170
001	Code Administration	0060	Hosp Insurance	1110	Personnel Services	190,536.00	190,536	0	190,536
001	Code Administration	0060	Work Compensation	1120	Personnel Services	6,992.04	6,992	8	7,000
001	Code Administration	0060	Unemp Insurance	1140	Personnel Services	0.00	1,861	(1,861)	0
					Personnel Services Total	1,575,024.05	1,577,763	(2,647)	1,575,116
001	Code Administration	0060	Office Supplies	2010	Supplies	10,112.31	7,500	2,620	10,120
001	Code Administration	0060	Educational/Training Supplies	2020	Supplies	363.96	2,500	(2,130)	370
001	Code Administration	0060	Minor Furniture & Fixtures	2115	Supplies	381.11	2,000	(1,610)	390
001	Code Administration	0060	Minor Equipment, Instr, Tools	2120	Supplies	5,642.93	1,500	4,150	5,650
001	Code Administration	0060	Minor Computer Hrdwre & Perif	2155	Supplies	0.00	500	(500)	0
001	Code Administration	0060	Computer Software & Supplies	2160	Supplies	860.97	2,500	(1,630)	870
001	Code Administration	0060	Janitorial Supplies	2310	Supplies	23.94	0	30	30
001	Code Administration	0060	Clothing, Dry Goods, Etc	2570	Supplies	3,986.19	2,900	1,100	4,000
					Supplies Total	21,371.41	19,400	2,030	21,430
001	Code Administration	0060	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	135,968.82	147,923	(11,943)	135,980
001	Code Administration	0060	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Code Administration	0060	Advertising	3220	Contractual Services	931.62	1,000	(60)	940
001	Code Administration	0060	Binding, Printing & Reproduct	3240	Contractual Services	3,993.74	4,000	0	4,000
001	Code Administration	0060	Temporary Help	3280	Contractual Services	30,574.38	0	30,580	30,580
001	Code Administration	0060	Legal Filing Fees	3420	Contractual Services	39.00	10,000	(9,950)	50
001	Code Administration	0060	Travel	3510	Contractual Services	5,791.29	8,000	(2,200)	5,800
001	Code Administration	0060	Dues & Subscriptions	3520	Contractual Services	3,779.55	2,000	1,790	3,790
001	Code Administration	0060	Training,Registration Fees,Etc	3530	Contractual Services	9,040.08	7,000	2,050	9,050
001	Code Administration	0060	Rehbltn Of Resdnc	3930	Contractual Services	225.88	5,000	(4,760)	240
001	Code Administration	0060	Cleaning Lots	3950	Contractual Services	15,259.63	25,000	(9,730)	15,270
001	Code Administration	0060	Demolition Of Dangerous Bldgs	3955	Contractual Services	22,149.07	55,000	(32,840)	22,160
					Contractual Services Total	227,753.06	265,283	(37,423)	227,860
001	Code Administration	0060	Miscellaneous	6990	Miscellaneous	1,246.35	0	1,260	1,260
					Miscellaneous Total	1,246.35	0	1,260	1,260
	Code Administration Total					1,825,394.87	1,862,446	(36,780)	1,825,666
001	Gis Administration	0075	Base Salary	1010	Personnel Services	207,743.67	222,554	(14,804)	207,750
001	Gis Administration	0075	Part Time/Temp Employees	1015	Personnel Services	4,916.00	0	4,930	4,930
001	Gis Administration	0075	Longevity	1020	Personnel Services	2,538.00	2,574	(24)	2,550
001	Gis Administration	0075	Compensated Absences	1050	Personnel Services	16,099.33	0	16,110	16,110
001	Gis Administration	0075	Other Pay - Taxable	1060	Personnel Services	6,451.38	3,756	2,704	6,460
001	Gis Administration	0075	Fica City Portion	1090	Personnel Services	17,690.11	20,341	(2,641)	17,700
001	Gis Administration	0075	Tmrs City Portion	1100	Personnel Services	41,948.53	48,371	(6,411)	41,960
001	Gis Administration	0075	Hosp Insurance	1110	Personnel Services	32,596.84	32,597	13	32,610
001	Gis Administration	0075	Work Compensation	1120	Personnel Services	594.00	594	0	594
001	Gis Administration	0075	Unemp Insurance	1140	Personnel Services	0.00	524	(524)	0
					Personnel Services Total	330,577.86	331,311	(647)	330,664
001	Gis Administration	0075	Office Supplies	2010	Supplies	3,740.41	2,500	1,250	3,750
001	Gis Administration	0075	Educational/Training Supplies	2020	Supplies	86.04	0	100	100
001	Gis Administration	0075	Minor Furniture & Fixtures	2115	Supplies	541.99	250	300	550

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Gis Administration	0075	Minor Computer Hrdwre & Perif	2155	Supplies	458.44	2,585	(2,115)	470
001	Gis Administration	0075	Computer Software & Supplies	2160	Supplies	1,609.76	0	1,620	1,620
001	Gis Administration	0075	Water	2210	Supplies	4.99	0	10	10
001	Gis Administration	0075	Clothing, Dry Goods, Etc	2570	Supplies	0.00	150	(150)	0
001	Gis Administration	0075	Postage	2620	Supplies	27.75	50	(10)	40
					Supplies Total	6,469.38	5,535	1,005	6,540
001	Gis Administration	0075	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	3.05	500	(490)	10
001	Gis Administration	0075	Binding, Printing & Reproduct	3240	Contractual Services	28.00	0	40	40
001	Gis Administration	0075	Spec Postage/Express Shipping	3360	Contractual Services	0.00	50	(50)	0
001	Gis Administration	0075	Other Special Services	3390	Contractual Services	8,159.62	30,000	(21,830)	8,170
001	Gis Administration	0075	Software Maintenance	3405	Contractual Services	1,300.15	4,400	(3,090)	1,310
001	Gis Administration	0075	Travel	3510	Contractual Services	6,951.93	5,500	1,460	6,960
001	Gis Administration	0075	Dues & Subscriptions	3520	Contractual Services	1,253.00	500	760	1,260
001	Gis Administration	0075	Training,Registration Fees,Etc	3530	Contractual Services	1,722.31	8,165	(6,435)	1,730
001	Gis Administration	0075	Educational Assistance	3540	Contractual Services	0.00	1,000	(1,000)	0
					Contractual Services Total	19,418.06	50,115	(30,635)	19,480
	Gis Administration Total					356,465.30	386,961	(30,277)	356,684
001	Engineering Services	0080	Base Salary	1010	Personnel Services	533,991.48	552,558	(18,558)	534,000
001	Engineering Services	0080	Part Time/Temp Employees	1015	Personnel Services	651.04	3,713	(3,053)	660
001	Engineering Services	0080	Longevity	1020	Personnel Services	8,319.00	8,787	(467)	8,330
001	Engineering Services	0080	Compensated Absences	1050	Personnel Services	52,081.97	0	52,090	52,090
001	Engineering Services	0080	Other Pay - Taxable	1060	Personnel Services	7,596.18	9,450	(1,840)	7,610
001	Engineering Services	0080	Overtime	1080	Personnel Services	18,140.56	10,716	7,434	18,150
001	Engineering Services	0080	Fica City Portion	1090	Personnel Services	46,444.01	56,377	(9,927)	46,450
001	Engineering Services	0080	Tmrs City Portion	1100	Personnel Services	110,470.35	134,901	(24,421)	110,480
001	Engineering Services	0080	Hosp Insurance	1110	Personnel Services	104,678.04	104,678	12	104,690
001	Engineering Services	0080	Work Compensation	1120	Personnel Services	2,565.00	2,565	0	2,565
001	Engineering Services	0080	Unemp Insurance	1140	Personnel Services	(100.50)	1,450	(1,540)	(90)
					Personnel Services Total	884,837.13	885,195	(260)	884,935
001	Engineering Services	0080	Office Supplies	2010	Supplies	6,178.68	6,000	190	6,190
001	Engineering Services	0080	Motor Vehicle Supplies	2110	Supplies	0.00	50	(50)	0
001	Engineering Services	0080	Minor Furniture & Fixtures	2115	Supplies	1,392.68	500	900	1,400
001	Engineering Services	0080	Minor Equipment, Instr, Tools	2120	Supplies	1,368.81	1,200	180	1,380
001	Engineering Services	0080	Minor Computer Hrdwre & Perif	2155	Supplies	0.00	1,000	(1,000)	0
001	Engineering Services	0080	Computer Software & Supplies	2160	Supplies	1,022.53	1,000	30	1,030
001	Engineering Services	0080	Janitorial Supplies	2310	Supplies	55.16	50	20	70
001	Engineering Services	0080	Medical Supplies	2320	Supplies	50.00	50	0	50
001	Engineering Services	0080	Clothing, Dry Goods, Etc	2570	Supplies	363.84	1,000	(630)	370
001	Engineering Services	0080	Postage	2620	Supplies	18.15	250	(220)	30
					Supplies Total	10,449.85	11,100	(580)	10,520
001	Engineering Services	0080	Light & Power	3030	Contractual Services	408.24	0	420	420
001	Engineering Services	0080	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	25,897.51	32,973	(7,063)	25,910
001	Engineering Services	0080	Equipment Rental-External	3212	Contractual Services	0.00	1,561	(1,561)	0
001	Engineering Services	0080	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Engineering Services	0080	Advertising	3220	Contractual Services	0.00	500	(500)	0
001	Engineering Services	0080	Binding, Printing & Reproduct	3240	Contractual Services	68.00	0	80	80
001	Engineering Services	0080	Notary Bonds	3270	Contractual Services	0.00	100	(100)	0
001	Engineering Services	0080	Temporary Help	3280	Contractual Services	7,646.07	0	7,660	7,660
001	Engineering Services	0080	Spec Postage/Express Shipping	3360	Contractual Services	16.47	300	(270)	30
001	Engineering Services	0080	Other Special Services	3390	Contractual Services	100.00	0	110	110
001	Engineering Services	0080	Software Maintenance	3405	Contractual Services	16,561.62	21,000	(4,430)	16,570
001	Engineering Services	0080	Travel	3510	Contractual Services	6,062.77	16,450	(10,380)	6,070
001	Engineering Services	0080	Dues & Subscriptions	3520	Contractual Services	3,219.50	8,500	(5,270)	3,230
001	Engineering Services	0080	Training,Registration Fees,Etc	3530	Contractual Services	7,859.66	13,600	(5,730)	7,870
001	Engineering Services	0080	Educational Assistance	3540	Contractual Services	0.00	500	(500)	0
					Contractual Services Total	67,839.84	95,844	(27,894)	67,950
001	Engineering Services	0080	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	0.00	2,000	(2,000)	0

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
Maintenance Of Equipment Total						0.00	2,000	(2,000)	0
001	Engineering Services	0080	Furn, Fixt, & Office Machines	8401	Capital - Equipment	0.00	5,644	(5,644)	0
Capital - Equipment Total						0.00	5,644	(5,644)	0
Engineering Services Total						963,126.82	999,783	(36,378)	963,405
001	Transportation	0085	Base Salary	1010	Personnel Services	1,321,686.97	1,479,734	(158,034)	1,321,700
001	Transportation	0085	Part Time/Temp Employees	1015	Personnel Services	0.00	25,621	(25,621)	0
001	Transportation	0085	Longevity	1020	Personnel Services	27,042.00	35,616	(8,566)	27,050
001	Transportation	0085	Compensated Absences	1050	Personnel Services	164,137.41	0	164,150	164,150
001	Transportation	0085	Other Pay - Taxable	1060	Personnel Services	55,836.58	13,542	42,308	55,850
001	Transportation	0085	Overtime	1080	Personnel Services	121,561.99	59,584	61,986	121,570
001	Transportation	0085	Fica City Portion	1090	Personnel Services	125,090.13	158,349	(33,249)	125,100
001	Transportation	0085	Tmrs City Portion	1100	Personnel Services	304,438.52	371,776	(67,326)	304,450
001	Transportation	0085	Hosp Insurance	1110	Personnel Services	472,001.04	472,001	9	472,010
001	Transportation	0085	Work Compensation	1120	Personnel Services	86,841.96	86,842	8	86,850
001	Transportation	0085	Unemp Insurance	1140	Personnel Services	0.00	3,994	(3,994)	0
001	Transportation	0085	Vacancies	1150	Personnel Services	0.00	(25,000)	25,000	0
Personnel Services Total						2,678,636.60	2,682,059	(3,329)	2,678,730
001	Transportation	0085	Office Supplies	2010	Supplies	11,992.10	9,785	2,215	12,000
001	Transportation	0085	Educational/Training Supplies	2020	Supplies	2,325.08	400	1,940	2,340
001	Transportation	0085	Motor Vehicle Supplies	2110	Supplies	739.34	600	150	750
001	Transportation	0085	Minor Furniture & Fixtures	2115	Supplies	713.26	500	220	720
001	Transportation	0085	Minor Equipment, Instr, Tools	2120	Supplies	122,924.92	16,400	106,530	122,930
001	Transportation	0085	Heating Fuel Supplies	2150	Supplies	260.41	0	270	270
001	Transportation	0085	Minor Computer Hrdwre & Perip	2155	Supplies	13,447.97	2,100	11,360	13,460
001	Transportation	0085	Computer Software & Supplies	2160	Supplies	479.13	2,200	(1,710)	490
001	Transportation	0085	Welding Supplies	2170	Supplies	730.70	1,900	(1,160)	740
001	Transportation	0085	Food	2200	Supplies	570.82	0	580	580
001	Transportation	0085	Ice	2220	Supplies	2,820.00	2,820	0	2,820
001	Transportation	0085	Janitorial Supplies	2310	Supplies	2,725.03	2,700	40	2,740
001	Transportation	0085	Medical Supplies	2320	Supplies	165.73	150	30	180
001	Transportation	0085	Chemicals & Insecticides	2330	Supplies	5,894.93	8,350	(2,450)	5,900
001	Transportation	0085	Traffic Supplies	2410	Supplies	296,374.08	178,000	118,380	296,380
001	Transportation	0085	Barricades & Warning Signs	2420	Supplies	680.00	10,000	(9,310)	690
001	Transportation	0085	Clothing, Dry Goods, Etc	2570	Supplies	15,851.68	10,500	5,360	15,860
001	Transportation	0085	Postage	2620	Supplies	44.10	50	0	50
Supplies Total						478,739.28	246,455	232,445	478,900
001	Transportation	0085	Heat & Natural Gas	3020	Contractual Services	3,522.86	0	3,530	3,530
001	Transportation	0085	Light & Power	3030	Contractual Services	154,426.98	230,000	(75,560)	154,440
001	Transportation	0085	Water	3040	Contractual Services	2,574.39	4,000	(1,420)	2,580
001	Transportation	0085	Gen Liab/Workers Comp Penal	3113	Contractual Services	0.00	(871)	871	0
001	Transportation	0085	Lab Tests - Streets	3200	Contractual Services	174.00	500	(320)	180
001	Transportation	0085	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	1,456,512.17	1,800,166	(343,646)	1,456,520
001	Transportation	0085	Equipment Rental-External	3212	Contractual Services	4,455.77	4,600	(130)	4,470
001	Transportation	0085	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Transportation	0085	Advertising	3220	Contractual Services	238.60	0	250	250
001	Transportation	0085	Laundry & Cleaning	3230	Contractual Services	3,746.24	4,820	(1,060)	3,760
001	Transportation	0085	Janitorial Services	3235	Contractual Services	9,240.00	6,000	3,250	9,250
001	Transportation	0085	Binding, Printing & Reproduct	3240	Contractual Services	116.00	0	130	130
001	Transportation	0085	Temporary Help	3280	Contractual Services	841.49	1,800	(950)	850
001	Transportation	0085	Wrecker Services	3320	Contractual Services	0.00	500	(500)	0
001	Transportation	0085	Other Special Services	3390	Contractual Services	10,528.75	1,000	9,540	10,540
001	Transportation	0085	Software Maintenance	3405	Contractual Services	672.42	1,000	(320)	680
001	Transportation	0085	Travel	3510	Contractual Services	9,753.98	13,000	(3,240)	9,760
001	Transportation	0085	Dues & Subscriptions	3520	Contractual Services	1,325.00	1,900	(560)	1,340
001	Transportation	0085	Training,Registration Fees,Etc	3530	Contractual Services	11,196.70	11,800	(590)	11,210
001	Transportation	0085	Educational Assistance	3540	Contractual Services	1,782.92	1,000	790	1,790
001	Transportation	0085	Rent	3920	Contractual Services	1,680.00	1,680	0	1,680

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
					Contractual Services Total	1,672,788.27	2,083,255	(410,295)	1,672,960
001	Transportation	0085	Buildings & Grounds	4010	Maintenance Of Structures	27,054.72	5,500	21,560	27,060
001	Transportation	0085	Storm Sewers	4120	Maintenance Of Structures	718.62	1,500	(770)	730
001	Transportation	0085	Sidwks/Curbs/Culvrts/Etc.	4210	Maintenance Of Structures	31,462.59	21,000	10,470	31,470
001	Transportation	0085	Streets, Roadways, Etc	4220	Maintenance Of Structures	273,700.85	315,000	(41,290)	273,710
001	Transportation	0085	Seal Coat Application	4240	Maintenance Of Structures	0.00	27,675	(27,675)	0
					Maintenance Of Structures Total	332,936.78	370,675	(37,705)	332,970
001	Transportation	0085	Mach/Tools/Implements	5110	Maintenance Of Equipment	139.66	7,000	(6,850)	150
001	Transportation	0085	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	0.00	3,600	(3,600)	0
001	Transportation	0085	Signal System	5210	Maintenance Of Equipment	83,327.92	110,000	(26,660)	83,340
					Maintenance Of Equipment Total	83,467.58	120,600	(37,110)	83,490
001	Transportation	0085	Buildings	7020	Capital - Land & Improvements	5,057.98	0	5,070	5,070
001	Transportation	0085	Traffic Signal Systems	7320	Capital - Land & Improvements	47,938.56	0	47,950	47,950
					Capital - Land & Improvements Total	52,996.54	0	53,020	53,020
001	Transportation	0085	Communication/Video Equipme	8481	Capital - Equipment	16,140.00	0	16,150	16,150
					Capital - Equipment Total	16,140.00	0	16,150	16,150
	Transportation Total					5,315,705.05	5,503,044	(186,624)	5,316,220
001	Parks & Recreation	0090	Base Salary	1010	Personnel Services	1,006,246.93	1,073,038	(66,778)	1,006,260
001	Parks & Recreation	0090	Part Time/Temp Employees	1015	Personnel Services	79.38	20,000	(19,910)	90
001	Parks & Recreation	0090	Longevity	1020	Personnel Services	18,405.00	20,532	(2,112)	18,420
001	Parks & Recreation	0090	Compensated Absences	1050	Personnel Services	96,016.00	0	96,030	96,030
001	Parks & Recreation	0090	Car Allowance	1059	Personnel Services	0.00	6,624	(6,624)	0
001	Parks & Recreation	0090	Other Pay - Taxable	1060	Personnel Services	34,548.19	12,541	22,019	34,560
001	Parks & Recreation	0090	Overtime	1080	Personnel Services	37,392.48	34,506	2,894	37,400
001	Parks & Recreation	0090	Fica City Portion	1090	Personnel Services	86,839.73	104,051	(17,201)	86,850
001	Parks & Recreation	0090	Tmrs City Portion	1100	Personnel Services	215,454.99	243,698	(28,238)	215,460
001	Parks & Recreation	0090	Hosp Insurance	1110	Personnel Services	306,894.00	306,894	0	306,894
001	Parks & Recreation	0090	Work Compensation	1120	Personnel Services	29,616.96	29,617	13	29,630
001	Parks & Recreation	0090	Unemp Insurance	1140	Personnel Services	0.00	2,626	(2,626)	0
001	Parks & Recreation	0090	Vacancies	1150	Personnel Services	0.00	(20,000)	20,000	0
					Personnel Services Total	1,831,493.66	1,834,127	(2,533)	1,831,594
001	Parks & Recreation	0090	Office Supplies	2010	Supplies	4,401.44	3,000	1,410	4,410
001	Parks & Recreation	0090	Educational/Training Supplies	2020	Supplies	617.13	500	130	630
001	Parks & Recreation	0090	Motor Vehicle Supplies	2110	Supplies	446.10	500	(40)	460
001	Parks & Recreation	0090	Minor Furniture & Fixtures	2115	Supplies	9,492.45	750	8,750	9,500
001	Parks & Recreation	0090	Minor Equipment, Instr, Tools	2120	Supplies	55,423.11	10,000	45,430	55,430
001	Parks & Recreation	0090	Plant Lubrication & Supplies	2130	Supplies	974.46	2,000	(1,020)	980
001	Parks & Recreation	0090	Electrical Parts & Supplies	2140	Supplies	28,607.07	30,000	(1,380)	28,620
001	Parks & Recreation	0090	Heating Fuel Supplies	2150	Supplies	163.47	200	(30)	170
001	Parks & Recreation	0090	Minor Computer Hrdwre & Perip	2155	Supplies	132.30	0	140	140
001	Parks & Recreation	0090	Welding Supplies	2170	Supplies	3,203.78	3,000	210	3,210
001	Parks & Recreation	0090	Food	2200	Supplies	3,030.35	1,000	2,040	3,040
001	Parks & Recreation	0090	Water	2210	Supplies	1,239.73	1,500	(250)	1,250
001	Parks & Recreation	0090	Ice	2220	Supplies	2,323.00	1,000	1,330	2,330
001	Parks & Recreation	0090	Janitorial Supplies	2310	Supplies	16,550.38	17,500	(940)	16,560
001	Parks & Recreation	0090	Medical Supplies	2320	Supplies	738.35	250	500	750
001	Parks & Recreation	0090	Chemicals & Insecticides	2330	Supplies	642.94	2,000	(1,350)	650
001	Parks & Recreation	0090	Traffic Supplies	2410	Supplies	48.60	0	60	60
001	Parks & Recreation	0090	Recreational Supplies	2510	Supplies	9,334.67	0	9,340	9,340
001	Parks & Recreation	0090	Botanical & Agricultural Supl	2520	Supplies	4,358.35	10,000	(5,630)	4,370
001	Parks & Recreation	0090	Clothing, Dry Goods, Etc	2570	Supplies	15,573.15	8,500	7,080	15,580
001	Parks & Recreation	0090	Postage	2620	Supplies	614.96	1,300	(680)	620
001	Parks & Recreation	0090	Safety Supplies & Minor Equip	2640	Supplies	292.76	250	50	300
					Supplies Total	158,208.55	93,250	65,150	158,400
001	Parks & Recreation	0090	Heat & Natural Gas	3020	Contractual Services	9,984.99	20,000	(10,010)	9,990
001	Parks & Recreation	0090	Light & Power	3030	Contractual Services	422,324.82	500,000	(77,670)	422,330
001	Parks & Recreation	0090	Water	3040	Contractual Services	633,997.65	725,000	(90,990)	634,010

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Parks & Recreation	0090	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	305,198.50	347,675	(42,465)	305,210
001	Parks & Recreation	0090	Equipment Rental-External	3212	Contractual Services	6,538.83	7,500	(950)	6,550
001	Parks & Recreation	0090	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Parks & Recreation	0090	Advertising	3220	Contractual Services	565.00	0	580	580
001	Parks & Recreation	0090	Janitorial Services	3235	Contractual Services	1,343.04	5,000	(3,650)	1,350
001	Parks & Recreation	0090	Binding, Printing & Reproduct	3240	Contractual Services	1,702.09	200	1,510	1,710
001	Parks & Recreation	0090	Temporary Help	3280	Contractual Services	1,566.88	0	1,580	1,580
001	Parks & Recreation	0090	Exterminator	3310	Contractual Services	126.50	500	(360)	140
001	Parks & Recreation	0090	Security Services	3315	Contractual Services	442.50	0	450	450
001	Parks & Recreation	0090	Spec Postage/Express Shipping	3360	Contractual Services	246.09	100	160	260
001	Parks & Recreation	0090	Grounds Maintenance	3370	Contractual Services	1,692,354.24	1,827,366	(135,006)	1,692,360
001	Parks & Recreation	0090	Other Special Services	3390	Contractual Services	23,323.56	77,904	(54,574)	23,330
001	Parks & Recreation	0090	Travel	3510	Contractual Services	6,643.92	6,000	650	6,650
001	Parks & Recreation	0090	Dues & Subscriptions	3520	Contractual Services	1,178.88	2,000	(810)	1,190
001	Parks & Recreation	0090	Training,Registration Fees,Etc	3530	Contractual Services	3,702.18	4,000	(290)	3,710
001	Parks & Recreation	0090	Educational Assistance	3540	Contractual Services	410.00	2,500	(2,080)	420
001	Parks & Recreation	0090	Employee Awards	3550	Contractual Services	590.74	500	100	600
					Contractual Services Total	3,112,240.41	3,526,605	(414,185)	3,112,420
001	Parks & Recreation	0090	Buildings & Grounds	4010	Maintenance Of Structures	80,192.83	80,000	200	80,200
001	Parks & Recreation	0090	Security Fencing	4012	Maintenance Of Structures	1,235.88	2,000	(750)	1,250
001	Parks & Recreation	0090	Sidwks/Curbs/Culvrts/Etc.	4210	Maintenance Of Structures	7,134.72	5,000	2,140	7,140
001	Parks & Recreation	0090	Swimming Pools	4920	Maintenance Of Structures	164.35	0	170	170
001	Parks & Recreation	0090	Irrigation Equipment	4940	Maintenance Of Structures	82,573.95	105,000	(22,420)	82,580
					Maintenance Of Structures Total	171,301.73	192,000	(20,660)	171,340
001	Parks & Recreation	0090	Heating & Cooling System	5010	Maintenance Of Equipment	7,052.69	1,000	6,060	7,060
001	Parks & Recreation	0090	Communications Equipment	5105	Maintenance Of Equipment	39.99	0	50	50
001	Parks & Recreation	0090	Mach/Tools/Implements	5110	Maintenance Of Equipment	6,693.83	7,000	(300)	6,700
001	Parks & Recreation	0090	Pumps	5340	Maintenance Of Equipment	5,496.11	0	5,510	5,510
					Maintenance Of Equipment Total	19,282.62	8,000	11,320	19,320
001	Parks & Recreation	0090	Miscellaneous	6990	Miscellaneous	466.67	0	480	480
					Miscellaneous Total	466.67	0	480	480
001	Parks & Recreation	0090	Recreational Equipment	8441	Capital - Equipment	29,193.35	25,000	4,200	29,200
					Capital - Equipment Total	29,193.35	25,000	4,200	29,200
	Parks & Recreation Total					5,322,186.99	5,678,982	(356,228)	5,322,754
001	Animal Services	0091	Base Salary	1010	Personnel Services	312,490.46	345,733	(33,233)	312,500
001	Animal Services	0091	Longevity	1020	Personnel Services	3,420.00	3,987	(557)	3,430
001	Animal Services	0091	Compensated Absences	1050	Personnel Services	25,914.69	0	25,920	25,920
001	Animal Services	0091	Other Pay - Taxable	1060	Personnel Services	4,167.12	1,894	2,286	4,180
001	Animal Services	0091	Overtime	1080	Personnel Services	21,211.71	2,871	18,349	21,220
001	Animal Services	0091	Fica City Portion	1090	Personnel Services	27,551.49	31,633	(4,073)	27,560
001	Animal Services	0091	Tmrs City Portion	1100	Personnel Services	65,947.92	75,218	(9,258)	65,960
001	Animal Services	0091	Hosp Insurance	1110	Personnel Services	86,724.00	86,724	0	86,724
001	Animal Services	0091	Work Compensation	1120	Personnel Services	3,918.00	3,918	0	3,918
001	Animal Services	0091	Unemp Insurance	1140	Personnel Services	701.60	817	(107)	710
					Personnel Services Total	552,046.99	552,795	(673)	552,122
001	Animal Services	0091	Office Supplies	2010	Supplies	1,952.66	2,800	(840)	1,960
001	Animal Services	0091	Educational/Training Supplies	2020	Supplies	0.00	500	(500)	0
001	Animal Services	0091	Minor Equipment, Instr, Tools	2120	Supplies	3,453.68	4,100	(640)	3,460
001	Animal Services	0091	Minor Computer Hrdwre & Perip	2155	Supplies	468.90	0	480	480
001	Animal Services	0091	Welding Supplies	2170	Supplies	170.29	0	180	180
001	Animal Services	0091	Janitorial Supplies	2310	Supplies	4,824.65	1,800	3,030	4,830
001	Animal Services	0091	Medical Supplies	2320	Supplies	17,479.73	17,500	(10)	17,490
001	Animal Services	0091	Chemicals & Insecticides	2330	Supplies	1,644.97	2,500	(850)	1,650
001	Animal Services	0091	Botanical & Agricultural Supl	2520	Supplies	0.00	200	(200)	0
001	Animal Services	0091	Animal Feed	2530	Supplies	5,381.38	4,000	1,390	5,390
001	Animal Services	0091	Ammunition	2540	Supplies	0.00	150	(150)	0
001	Animal Services	0091	Laboratory Supplies	2560	Supplies	14,283.77	16,000	(1,710)	14,290

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Animal Services	0091	Clothing, Dry Goods, Etc	2570	Supplies	1,979.32	3,000	(1,010)	1,990
001	Animal Services	0091	Pet License Tags	2610	Supplies	1,261.26	1,400	(130)	1,270
					Supplies Total	52,900.61	53,950	(960)	52,990
001	Animal Services	0091	Light & Power	3030	Contractual Services	6,054.52	10,000	(3,940)	6,060
001	Animal Services	0091	Water	3040	Contractual Services	5,986.13	13,000	(7,000)	6,000
001	Animal Services	0091	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	80,721.46	102,394	(21,664)	80,730
001	Animal Services	0091	Equipment Rental-External	3212	Contractual Services	1,427.04	3,500	(2,060)	1,440
001	Animal Services	0091	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Animal Services	0091	Advertising	3220	Contractual Services	756.00	100	670	770
001	Animal Services	0091	Binding, Printing & Reproduct	3240	Contractual Services	2,782.02	3,000	(210)	2,790
001	Animal Services	0091	Notary Bonds	3270	Contractual Services	0.00	100	(100)	0
001	Animal Services	0091	Temporary Help	3280	Contractual Services	12,569.49	0	12,580	12,580
001	Animal Services	0091	Bank Services	3350	Contractual Services	754.71	0	760	760
001	Animal Services	0091	Spec Postage/Express Shipping	3360	Contractual Services	1,538.71	1,200	350	1,550
001	Animal Services	0091	Other Special Services	3390	Contractual Services	0.00	900	(900)	0
001	Animal Services	0091	Veterinary Fees	3460	Contractual Services	215,749.50	230,000	(14,240)	215,760
001	Animal Services	0091	Medical Lab Fees	3470	Contractual Services	0.00	100	(100)	0
001	Animal Services	0091	Travel	3510	Contractual Services	5,077.08	5,900	(810)	5,090
001	Animal Services	0091	Dues & Subscriptions	3520	Contractual Services	1,286.45	1,000	300	1,300
001	Animal Services	0091	Legal/Tech Reference Materials	3525	Contractual Services	0.00	450	(450)	0
001	Animal Services	0091	Training,Registration Fees,Etc	3530	Contractual Services	895.00	2,500	(1,590)	910
001	Animal Services	0091	Mileage	3900	Contractual Services	173.10	0	180	180
					Contractual Services Total	335,771.21	374,504	(38,584)	335,920
001	Animal Services	0091	Buildings & Grounds	4010	Maintenance Of Structures	3,180.83	1,800	1,390	3,190
001	Animal Services	0091	Irrigation Equipment	4940	Maintenance Of Structures	0.00	200	(200)	0
					Maintenance Of Structures Total	3,180.83	2,000	1,190	3,190
001	Animal Services	0091	Mach/Tools/Implements	5110	Maintenance Of Equipment	178.53	700	(510)	190
001	Animal Services	0091	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	0.00	100	(100)	0
					Maintenance Of Equipment Total	178.53	800	(610)	190
001	Animal Services	0091	Miscellaneous	6990	Miscellaneous	508.47	1,400	(880)	520
					Miscellaneous Total	508.47	1,400	(880)	520
	Animal Services Total					944,586.64	985,449	(40,517)	944,932
001	Martin Luther King Jr Comm Ctr	0093	Base Salary	1010	Personnel Services	145,007.30	158,044	(13,024)	145,020
001	Martin Luther King Jr Comm Ctr	0093	Part Time/Temp Employees	1015	Personnel Services	145,509.86	170,000	(24,480)	145,520
001	Martin Luther King Jr Comm Ctr	0093	Longevity	1020	Personnel Services	552.00	870	(310)	560
001	Martin Luther King Jr Comm Ctr	0093	Compensated Absences	1050	Personnel Services	10,861.55	0	10,870	10,870
001	Martin Luther King Jr Comm Ctr	0093	Overtime	1080	Personnel Services	26,955.40	5,000	21,970	26,970
001	Martin Luther King Jr Comm Ctr	0093	Fica City Portion	1090	Personnel Services	24,809.10	25,090	(270)	24,820
001	Martin Luther King Jr Comm Ctr	0093	Tmrs City Portion	1100	Personnel Services	32,734.60	28,744	3,996	32,740
001	Martin Luther King Jr Comm Ctr	0093	Hosp Insurance	1110	Personnel Services	36,656.49	36,914	(244)	36,670
001	Martin Luther King Jr Comm Ctr	0093	Work Compensation	1120	Personnel Services	6,258.00	6,258	0	6,258
001	Martin Luther King Jr Comm Ctr	0093	Unemp Insurance	1140	Personnel Services	1,654.56	646	1,014	1,660
					Personnel Services Total	430,998.86	431,566	(478)	431,088
001	Martin Luther King Jr Comm Ctr	0093	Office Supplies	2010	Supplies	4,939.02	4,000	950	4,950
001	Martin Luther King Jr Comm Ctr	0093	Educational/Training Supplies	2020	Supplies	544.10	800	(250)	550
001	Martin Luther King Jr Comm Ctr	0093	Minor Furniture & Fixtures	2115	Supplies	4,176.58	2,000	2,190	4,190
001	Martin Luther King Jr Comm Ctr	0093	Minor Equipment, Instr, Tools	2120	Supplies	4,037.30	10,000	(5,950)	4,050
001	Martin Luther King Jr Comm Ctr	0093	Electrical Parts & Supplies	2140	Supplies	819.70	200	630	830
001	Martin Luther King Jr Comm Ctr	0093	Computer Software & Supplies	2160	Supplies	346.04	0	360	360
001	Martin Luther King Jr Comm Ctr	0093	Food	2200	Supplies	2,664.46	700	1,970	2,670
001	Martin Luther King Jr Comm Ctr	0093	Water	2210	Supplies	44.91	0	50	50
001	Martin Luther King Jr Comm Ctr	0093	Ice	2220	Supplies	48.55	0	60	60
001	Martin Luther King Jr Comm Ctr	0093	Janitorial Supplies	2310	Supplies	7,909.50	6,000	1,920	7,920
001	Martin Luther King Jr Comm Ctr	0093	Medical Supplies	2320	Supplies	115.99	1,000	(870)	130
001	Martin Luther King Jr Comm Ctr	0093	Chemicals & Insecticides	2330	Supplies	29,891.20	18,000	11,900	29,900
001	Martin Luther King Jr Comm Ctr	0093	Recreational Supplies	2510	Supplies	6,096.08	10,000	(3,890)	6,110
001	Martin Luther King Jr Comm Ctr	0093	Clothing, Dry Goods, Etc	2570	Supplies	6,914.54	6,000	920	6,920

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Martin Luther King Jr Comm Ctr	0093	Postage	2620	Supplies	26.50	500	(460)	40
001	Martin Luther King Jr Comm Ctr	0093	Safety Supplies & Minor Equip	2640	Supplies	119.13	3,000	(2,870)	130
					Supplies Total	68,693.60	62,200	6,660	68,860
001	Martin Luther King Jr Comm Ctr	0093	Heat & Natural Gas	3020	Contractual Services	4,352.32	10,000	(5,640)	4,360
001	Martin Luther King Jr Comm Ctr	0093	Light & Power	3030	Contractual Services	28,487.24	25,000	3,500	28,500
001	Martin Luther King Jr Comm Ctr	0093	Water	3040	Contractual Services	2,491.96	15,000	(12,500)	2,500
001	Martin Luther King Jr Comm Ctr	0093	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	9,055.87	12,530	(3,460)	9,070
001	Martin Luther King Jr Comm Ctr	0093	Equipment Rental-External	3212	Contractual Services	2,238.47	5,000	(2,750)	2,250
001	Martin Luther King Jr Comm Ctr	0093	Advertising	3220	Contractual Services	5,182.92	5,000	190	5,190
001	Martin Luther King Jr Comm Ctr	0093	Janitorial Services	3235	Contractual Services	889.12	2,500	(1,600)	900
001	Martin Luther King Jr Comm Ctr	0093	Binding, Printing & Reproduct	3240	Contractual Services	180.00	2,500	(2,310)	190
001	Martin Luther King Jr Comm Ctr	0093	Temporary Help	3280	Contractual Services	3,466.58	0	3,480	3,480
001	Martin Luther King Jr Comm Ctr	0093	Exterminator	3310	Contractual Services	0.00	900	(900)	0
001	Martin Luther King Jr Comm Ctr	0093	Security Services	3315	Contractual Services	1,018.93	750	280	1,030
001	Martin Luther King Jr Comm Ctr	0093	Grounds Maintenance	3370	Contractual Services	7,763.79	0	7,770	7,770
001	Martin Luther King Jr Comm Ctr	0093	Effluent Disposal	3373	Contractual Services	46.82	0	60	60
001	Martin Luther King Jr Comm Ctr	0093	Other Special Services	3390	Contractual Services	5,608.75	5,000	620	5,620
001	Martin Luther King Jr Comm Ctr	0093	Travel	3510	Contractual Services	1,163.46	5,300	(4,130)	1,170
001	Martin Luther King Jr Comm Ctr	0093	Dues & Subscriptions	3520	Contractual Services	0.00	750	(750)	0
001	Martin Luther King Jr Comm Ctr	0093	Training,Registration Fees,Etc	3530	Contractual Services	2,410.03	6,000	(3,580)	2,420
					Contractual Services Total	74,356.26	96,230	(21,720)	74,510
001	Martin Luther King Jr Comm Ctr	0093	Buildings & Grounds	4010	Maintenance Of Structures	4,550.75	7,500	(2,940)	4,560
001	Martin Luther King Jr Comm Ctr	0093	Sanitary Sewers	4110	Maintenance Of Structures	6,670.00	0	6,680	6,680
001	Martin Luther King Jr Comm Ctr	0093	Sidwks/Curbs/Culvrts/Etc.	4210	Maintenance Of Structures	1,664.00	0	1,670	1,670
001	Martin Luther King Jr Comm Ctr	0093	Swimming Pools	4920	Maintenance Of Structures	37,563.14	40,000	(2,430)	37,570
					Maintenance Of Structures Total	50,447.89	47,500	2,980	50,480
001	Martin Luther King Jr Comm Ctr	0093	Heating & Cooling System	5010	Maintenance Of Equipment	2,161.65	3,000	(830)	2,170
					Maintenance Of Equipment Total	2,161.65	3,000	(830)	2,170
	Martin Luther King Jr Comm Ctr Total					626,658.26	640,496	(13,388)	627,108
001	Health & Senior Services	0100	Base Salary	1010	Personnel Services	694,154.58	765,528	(71,368)	694,160
001	Health & Senior Services	0100	Part Time/Temp Employees	1015	Personnel Services	0.00	2,653	(2,653)	0
001	Health & Senior Services	0100	Longevity	1020	Personnel Services	9,216.00	9,831	(601)	9,230
001	Health & Senior Services	0100	Compensated Absences	1050	Personnel Services	75,626.64	0	75,640	75,640
001	Health & Senior Services	0100	Other Pay - Taxable	1060	Personnel Services	14,744.53	12,074	2,676	14,750
001	Health & Senior Services	0100	Fica City Portion	1090	Personnel Services	57,094.18	60,454	(3,354)	57,100
001	Health & Senior Services	0100	Tmrs City Portion	1100	Personnel Services	143,232.79	143,265	(25)	143,240
001	Health & Senior Services	0100	Hosp Insurance	1110	Personnel Services	156,933.00	156,933	0	156,933
001	Health & Senior Services	0100	Work Compensation	1120	Personnel Services	5,769.96	5,770	10	5,780
001	Health & Senior Services	0100	Unemp Insurance	1140	Personnel Services	0.00	1,559	(1,559)	0
					Personnel Services Total	1,156,771.68	1,158,067	(1,234)	1,156,833
001	Health & Senior Services	0100	Office Supplies	2010	Supplies	25,786.75	11,000	14,800	25,800
001	Health & Senior Services	0100	Educational/Training Supplies	2020	Supplies	4,132.37	800	3,340	4,140
001	Health & Senior Services	0100	Minor Furniture & Fixtures	2115	Supplies	7,020.03	6,000	1,030	7,030
001	Health & Senior Services	0100	Minor Equipment, Instr, Tools	2120	Supplies	3,074.40	8,000	(4,920)	3,080
001	Health & Senior Services	0100	Electrical Parts & Supplies	2140	Supplies	131.75	500	(360)	140
001	Health & Senior Services	0100	Minor Computer Hrdwre & Perif	2155	Supplies	9,842.61	3,000	6,850	9,850
001	Health & Senior Services	0100	Computer Software & Supplies	2160	Supplies	2,400.00	2,800	(390)	2,410
001	Health & Senior Services	0100	Janitorial Supplies	2310	Supplies	152.89	300	(140)	160
001	Health & Senior Services	0100	Medical Supplies	2320	Supplies	27,161.93	28,000	(830)	27,170
001	Health & Senior Services	0100	Mhd Vaccines	2321	Supplies	30,188.07	44,000	(13,800)	30,200
001	Health & Senior Services	0100	Chemicals & Insecticides	2330	Supplies	922.50	6,650	(5,720)	930
001	Health & Senior Services	0100	Laboratory Supplies	2560	Supplies	0.00	4,600	(4,600)	0
001	Health & Senior Services	0100	Clothing, Dry Goods, Etc	2570	Supplies	1,965.33	2,000	(20)	1,980
001	Health & Senior Services	0100	Postage	2620	Supplies	0.00	200	(200)	0
					Supplies Total	112,778.63	117,850	(4,960)	112,890
001	Health & Senior Services	0100	Communication	3010	Contractual Services	7,843.56	4,000	3,850	7,850
001	Health & Senior Services	0100	Heat & Natural Gas	3020	Contractual Services	6,758.81	10,000	(3,230)	6,770

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Health & Senior Services	0100	Light & Power	3030	Contractual Services	34,177.89	36,000	(1,810)	34,190
001	Health & Senior Services	0100	Water	3040	Contractual Services	5,123.28	3,000	2,130	5,130
001	Health & Senior Services	0100	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	26,853.82	40,993	(14,133)	26,860
001	Health & Senior Services	0100	Equipment Rental-External	3212	Contractual Services	3,062.26	2,500	570	3,070
001	Health & Senior Services	0100	Advertising	3220	Contractual Services	0.00	1,000	(1,000)	0
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	457.61	2,700	(2,230)	470
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	1,347.72	1,300	60	1,360
001	Health & Senior Services	0100	Other Special Services	3390	Contractual Services	7,401.48	14,000	(6,590)	7,410
001	Health & Senior Services	0100	Software Maintenance	3405	Contractual Services	21,322.00	1,500	19,830	21,330
001	Health & Senior Services	0100	Consulting Fees	3450	Contractual Services	750.00	1,800	(1,040)	760
001	Health & Senior Services	0100	Health Care Professionals	3455	Contractual Services	23,672.50	27,500	(3,820)	23,680
001	Health & Senior Services	0100	Travel	3510	Contractual Services	22,584.32	12,579	10,011	22,590
001	Health & Senior Services	0100	Dues & Subscriptions	3520	Contractual Services	1,460.19	1,200	270	1,470
001	Health & Senior Services	0100	Legal/Tech Reference Materials	3525	Contractual Services	180.90	800	(610)	190
001	Health & Senior Services	0100	Training,Registration Fees,Etc	3530	Contractual Services	4,354.27	5,100	(740)	4,360
001	Health & Senior Services	0100	Educational Assistance	3540	Contractual Services	635.00	2,000	(1,350)	650
001	Health & Senior Services	0100	Rent	3920	Contractual Services	0.00	1,000	(1,000)	0
001	Health & Senior Services	0100	Community And Senior Service	3985	Contractual Services	300,000.00	278,961	21,049	300,010
					Contractual Services Total	467,985.61	450,383	17,767	468,150
001	Health & Senior Services	0100	Buildings & Grounds	4010	Maintenance Of Structures	0.00	1,000	(1,000)	0
					Maintenance Of Structures Total	0.00	1,000	(1,000)	0
001	Health & Senior Services	0100	Mach/Tools/Implements	5110	Maintenance Of Equipment	0.00	200	(200)	0
					Maintenance Of Equipment Total	0.00	200	(200)	0
001	Health & Senior Services	0100	Miscellaneous	6990	Miscellaneous	0.00	100	(100)	0
					Miscellaneous Total	0.00	100	(100)	0
001	Health & Senior Services	0100	Health Equipment	8450	Capital - Equipment	9,895.57	10,600	(690)	9,910
001	Health & Senior Services	0100	Data Processing Equipment	8490	Capital - Equipment	0.00	19,536	(19,536)	0
					Capital - Equipment Total	9,895.57	30,136	(20,226)	9,910
	Health & Senior Services Total					1,747,431.49	1,757,736	(9,953)	1,747,783
001	Vclg Program	0105	Base Salary	1010	Personnel Services	28,050.60	31,570	(3,510)	28,060
001	Vclg Program	0105	Longevity	1020	Personnel Services	291.00	381	(81)	300
001	Vclg Program	0105	Compensated Absences	1050	Personnel Services	2,992.41	0	3,000	3,000
001	Vclg Program	0105	Overtime	1080	Personnel Services	26.23	0	40	40
001	Vclg Program	0105	Fica City Portion	1090	Personnel Services	2,359.93	2,596	(226)	2,370
001	Vclg Program	0105	Tmrs City Portion	1100	Personnel Services	5,706.74	6,176	(456)	5,720
001	Vclg Program	0105	Hosp Insurance	1110	Personnel Services	7,362.96	7,363	7	7,370
001	Vclg Program	0105	Work Compensation	1120	Personnel Services	77.04	77	13	90
001	Vclg Program	0105	Unemp Insurance	1140	Personnel Services	0.00	68	(68)	0
					Personnel Services Total	46,866.91	48,231	(1,281)	46,950
001	Vclg Program	0105	Communication	3010	Contractual Services	378.96	0	390	390
001	Vclg Program	0105	Travel	3510	Contractual Services	(465.00)	1,600	(2,060)	(460)
001	Vclg Program	0105	Training,Registration Fees,Etc	3530	Contractual Services	465.00	950	(470)	480
					Contractual Services Total	378.96	2,550	(2,140)	410
	Vclg Program Total					47,245.87	50,781	(3,421)	47,360
001	Airport Police	0107	Base Salary	1010	Personnel Services	617,886.24	1,007,860	(389,960)	617,900
001	Airport Police	0107	Longevity	1020	Personnel Services	17,493.00	16,758	742	17,500
001	Airport Police	0107	Certification Supplement	1030	Personnel Services	20,025.00	18,000	2,040	20,040
001	Airport Police	0107	Educational Incentive	1040	Personnel Services	24,463.00	22,488	1,982	24,470
001	Airport Police	0107	Compensated Absences	1050	Personnel Services	245,489.64	0	245,500	245,500
001	Airport Police	0107	Other Pay - Taxable	1060	Personnel Services	15,629.40	15,442	198	15,640
001	Airport Police	0107	Overtime	1080	Personnel Services	119,117.06	6,781	112,349	119,130
001	Airport Police	0107	Fica City Portion	1090	Personnel Services	77,880.55	70,890	7,000	77,890

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Airport Police	0107	Tmrs City Portion	1100	Personnel Services	189,353.12	168,586	20,774	189,360
001	Airport Police	0107	Hosp Insurance	1110	Personnel Services	97,998.96	97,999	11	98,010
001	Airport Police	0107	Work Compensation	1120	Personnel Services	21,924.96	21,925	5	21,930
001	Airport Police	0107	Unemp Insurance	1140	Personnel Services	0.00	1,809	(1,809)	0
					Personnel Services Total	1,447,260.93	1,448,538	(1,168)	1,447,370
001	Airport Police	0107	Office Supplies	2010	Supplies	0.00	300	(300)	0
001	Airport Police	0107	Minor Equipment, Instr, Tools	2120	Supplies	0.00	200	(200)	0
					Supplies Total	0.00	500	(500)	0
001	Airport Police	0107	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	68,090.80	129,154	(61,054)	68,100
001	Airport Police	0107	Travel	3510	Contractual Services	309.14	2,550	(2,230)	320
001	Airport Police	0107	Dues & Subscriptions	3520	Contractual Services	0.00	200	(200)	0
001	Airport Police	0107	Training,Registration Fees,Etc	3530	Contractual Services	0.00	1,500	(1,500)	0
					Contractual Services Total	68,399.94	133,404	(64,984)	68,420
001	Airport Police	0107	Miscellaneous	6990	Miscellaneous	0.00	500	(500)	0
					Miscellaneous Total	0.00	500	(500)	0
	Airport Police Total					1,515,660.87	1,582,942	(67,152)	1,515,790
001	Special Operations - Step	0109	Overtime	1080	Personnel Services	20,007.68	31,125	(11,105)	20,020
001	Special Operations - Step	0109	Fica City Portion	1090	Personnel Services	1,500.48	0	1,510	1,510
001	Special Operations - Step	0109	Tmrs City Portion	1100	Personnel Services	3,444.68	0	3,450	3,450
001	Special Operations - Step	0109	Hosp Insurance	1110	Personnel Services	2,100.42	0	2,110	2,110
					Personnel Services Total	27,053.26	31,125	(4,035)	27,090
	Special Operations - Step Total					27,053.26	31,125	(4,035)	27,090
001	Police Administration	0111	Base Salary	1010	Personnel Services	584,093.15	689,754	(105,654)	584,100
001	Police Administration	0111	Part Time/Temp Employees	1015	Personnel Services	0.00	3,183	(3,183)	0
001	Police Administration	0111	Longevity	1020	Personnel Services	13,155.00	13,632	(462)	13,170
001	Police Administration	0111	Certification Supplement	1030	Personnel Services	5,510.00	5,400	120	5,520
001	Police Administration	0111	Educational Incentive	1040	Personnel Services	6,036.00	6,636	(586)	6,050
001	Police Administration	0111	Compensated Absences	1050	Personnel Services	94,025.02	0	94,040	94,040
001	Police Administration	0111	Car Allowance	1059	Personnel Services	6,900.00	7,200	(290)	6,910
001	Police Administration	0111	Other Pay - Taxable	1060	Personnel Services	15,075.38	13,034	2,056	15,090
001	Police Administration	0111	Overtime	1080	Personnel Services	22,220.44	3,771	18,459	22,230
001	Police Administration	0111	Fica City Portion	1090	Personnel Services	55,132.71	55,143	(3)	55,140
001	Police Administration	0111	Tmrs City Portion	1100	Personnel Services	136,923.68	134,965	1,965	136,930
001	Police Administration	0111	Hosp Insurance	1110	Personnel Services	98,805.75	105,237	(6,417)	98,820
001	Police Administration	0111	Work Compensation	1120	Personnel Services	9,947.04	9,947	13	9,960
001	Police Administration	0111	Unemp Insurance	1140	Personnel Services	0.00	1,463	(1,463)	0
					Personnel Services Total	1,047,824.17	1,049,365	(1,405)	1,047,960
001	Police Administration	0111	Office Supplies	2010	Supplies	5,464.18	6,000	(530)	5,470
001	Police Administration	0111	Educational/Training Supplies	2020	Supplies	9.25	1,000	(980)	20
001	Police Administration	0111	Minor Furniture & Fixtures	2115	Supplies	3,115.83	2,000	1,130	3,130
001	Police Administration	0111	Minor Equipment, Instr, Tools	2120	Supplies	489.97	500	0	500
001	Police Administration	0111	Minor Computer Hrdwre & Perip	2155	Supplies	45.00	200	(140)	60
001	Police Administration	0111	Computer Software & Supplies	2160	Supplies	2,071.36	3,000	(920)	2,080
001	Police Administration	0111	Food	2200	Supplies	1,428.43	1,200	240	1,440
001	Police Administration	0111	Janitorial Supplies	2310	Supplies	156.82	0	170	170
001	Police Administration	0111	Medical Supplies	2320	Supplies	2,435.36	3,250	(800)	2,450
001	Police Administration	0111	Clothing, Dry Goods, Etc	2570	Supplies	71,027.39	84,500	(13,460)	71,040
					Supplies Total	86,243.59	101,650	(15,290)	86,360
001	Police Administration	0111	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	38,584.93	62,655	(24,065)	38,590
001	Police Administration	0111	Equipment Rental-External	3212	Contractual Services	23,235.48	26,430	(3,180)	23,250
001	Police Administration	0111	Laundry & Cleaning	3230	Contractual Services	36,868.00	42,000	(5,120)	36,880
001	Police Administration	0111	Binding, Printing & Reproduct	3240	Contractual Services	6,724.80	6,000	730	6,730
001	Police Administration	0111	Notary Bonds	3270	Contractual Services	71.00	800	(720)	80
001	Police Administration	0111	Spec Postage/Express Shipping	3360	Contractual Services	328.38	250	90	340
001	Police Administration	0111	Other Special Services	3390	Contractual Services	28,229.50	25,000	3,240	28,240

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Police Administration	0111	Software Maintenance	3405	Contractual Services	0.00	1,650	(1,650)	0
001	Police Administration	0111	Medical Examinations	3480	Contractual Services	300.00	0	310	310
001	Police Administration	0111	Travel	3510	Contractual Services	10,964.23	12,000	(1,030)	10,970
001	Police Administration	0111	Dues & Subscriptions	3520	Contractual Services	1,763.00	2,586	(816)	1,770
001	Police Administration	0111	Legal/Tech Reference Materials	3525	Contractual Services	3,919.56	2,800	1,130	3,930
001	Police Administration	0111	Training,Registration Fees,Etc	3530	Contractual Services	2,206.85	4,000	(1,780)	2,220
001	Police Administration	0111	Educational Assistance	3540	Contractual Services	18,647.61	13,500	5,160	18,660
					Contractual Services Total	171,843.34	199,671	(27,701)	171,970
001	Police Administration	0111	Buildings & Grounds	4010	Maintenance Of Structures	0.00	500	(500)	0
					Maintenance Of Structures Total	0.00	500	(500)	0
001	Police Administration	0111	Miscellaneous	6990	Miscellaneous	0.00	2,200	(2,200)	0
					Miscellaneous Total	0.00	2,200	(2,200)	0
	Police Administration Total					1,305,911.10	1,353,386	(47,096)	1,306,290
001	Support Services Bureau	0112	Base Salary	1010	Personnel Services	1,366,883.93	1,517,548	(150,658)	1,366,890
001	Support Services Bureau	0112	Part Time/Temp Employees	1015	Personnel Services	37,536.40	49,920	(12,370)	37,550
001	Support Services Bureau	0112	Longevity	1020	Personnel Services	21,048.00	24,123	(3,063)	21,060
001	Support Services Bureau	0112	Certification Supplement	1030	Personnel Services	16,715.00	18,360	(1,630)	16,730
001	Support Services Bureau	0112	Educational Incentive	1040	Personnel Services	21,037.50	24,096	(3,046)	21,050
001	Support Services Bureau	0112	Compensated Absences	1050	Personnel Services	185,428.51	0	185,440	185,440
001	Support Services Bureau	0112	Other Pay - Taxable	1060	Personnel Services	29,980.48	15,166	14,824	29,990
001	Support Services Bureau	0112	Overtime	1080	Personnel Services	19,069.75	38,387	(19,307)	19,080
001	Support Services Bureau	0112	Fica City Portion	1090	Personnel Services	125,425.75	137,070	(11,630)	125,440
001	Support Services Bureau	0112	Tmrs City Portion	1100	Personnel Services	298,534.56	317,813	(19,273)	298,540
001	Support Services Bureau	0112	Hosp Insurance	1110	Personnel Services	323,799.96	323,800	10	323,810
001	Support Services Bureau	0112	Work Compensation	1120	Personnel Services	24,827.04	24,827	13	24,840
001	Support Services Bureau	0112	Unemp Insurance	1140	Personnel Services	0.00	3,495	(3,495)	0
001	Support Services Bureau	0112	Vacancies	1150	Personnel Services	0.00	(20,000)	20,000	0
					Personnel Services Total	2,470,286.88	2,474,605	(4,185)	2,470,420
001	Support Services Bureau	0112	Office Supplies	2010	Supplies	15,637.87	15,000	650	15,650
001	Support Services Bureau	0112	Educational/Training Supplies	2020	Supplies	2,659.45	3,000	(330)	2,670
001	Support Services Bureau	0112	Motor Vehicle Supplies	2110	Supplies	98.81	0	110	110
001	Support Services Bureau	0112	Minor Furniture & Fixtures	2115	Supplies	3,181.85	2,000	1,190	3,190
001	Support Services Bureau	0112	Minor Equipment, Instr, Tools	2120	Supplies	11,990.86	10,250	1,750	12,000
001	Support Services Bureau	0112	Electrical Parts & Supplies	2140	Supplies	296.51	250	60	310
001	Support Services Bureau	0112	Minor Computer Hrdwre & Perip	2155	Supplies	1,662.68	0	1,670	1,670
001	Support Services Bureau	0112	Computer Software & Supplies	2160	Supplies	7,746.39	5,800	1,960	7,760
001	Support Services Bureau	0112	Welding Supplies	2170	Supplies	449.54	360	100	460
001	Support Services Bureau	0112	Food	2200	Supplies	2,770.66	1,500	1,280	2,780
001	Support Services Bureau	0112	Janitorial Supplies	2310	Supplies	2,396.78	2,000	410	2,410
001	Support Services Bureau	0112	Chemicals & Insecticides	2330	Supplies	763.73	400	370	770
001	Support Services Bureau	0112	Ammunition	2540	Supplies	64,414.83	65,500	(1,080)	64,420
001	Support Services Bureau	0112	Clothing, Dry Goods, Etc	2570	Supplies	3,752.66	3,500	260	3,760
001	Support Services Bureau	0112	Safety Supplies & Minor Equip	2640	Supplies	559.58	650	(80)	570
					Supplies Total	118,382.20	110,210	8,320	118,530
001	Support Services Bureau	0112	Light & Power	3030	Contractual Services	12,979.64	13,500	(510)	12,990
001	Support Services Bureau	0112	Water	3040	Contractual Services	1,101.38	1,500	(390)	1,110
001	Support Services Bureau	0112	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	174,080.79	161,926	12,164	174,090
001	Support Services Bureau	0112	Equipment Rental-External	3212	Contractual Services	1,439.60	0	1,450	1,450
001	Support Services Bureau	0112	Advertising	3220	Contractual Services	7,416.36	4,500	2,930	7,430
001	Support Services Bureau	0112	Lodging Of Prisoners	3237	Contractual Services	0.00	171,475	(171,475)	0
001	Support Services Bureau	0112	Binding, Printing & Reproduct	3240	Contractual Services	575.40	1,000	(410)	590
001	Support Services Bureau	0112	Credit Bureau Fees	3260	Contractual Services	626.16	680	(40)	640
001	Support Services Bureau	0112	Temporary Help	3280	Contractual Services	40,289.10	0	40,300	40,300
001	Support Services Bureau	0112	Spec Postage/Express Shipping	3360	Contractual Services	985.09	750	250	1,000
001	Support Services Bureau	0112	Other Special Services	3390	Contractual Services	11,902.17	10,625	1,285	11,910
001	Support Services Bureau	0112	Medical Examinations	3480	Contractual Services	5,900.00	7,000	(1,090)	5,910
001	Support Services Bureau	0112	Travel	3510	Contractual Services	12,907.22	15,000	(2,080)	12,920

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Support Services Bureau	0112	Dues & Subscriptions	3520	Contractual Services	2,237.63	2,200	50	2,250
001	Support Services Bureau	0112	Training,Registration Fees,Etc	3530	Contractual Services	3,818.00	8,100	(4,270)	3,830
001	Support Services Bureau	0112	Educational Assistance	3540	Contractual Services	17,854.90	8,700	9,160	17,860
001	Support Services Bureau	0112	Other	3990	Contractual Services	4,417.91	3,150	1,280	4,430
					Contractual Services Total	298,531.35	410,106	(111,396)	298,710
001	Support Services Bureau	0112	Buildings & Grounds	4010	Maintenance Of Structures	6,008.66	5,000	1,020	6,020
					Maintenance Of Structures Total	6,008.66	5,000	1,020	6,020
001	Support Services Bureau	0112	Mach/Tools/Implements	5110	Maintenance Of Equipment	1,224.50	1,050	180	1,230
001	Support Services Bureau	0112	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	932.99	2,000	(1,060)	940
					Maintenance Of Equipment Total	2,157.49	3,050	(880)	2,170
001	Support Services Bureau	0112	Miscellaneous	6990	Miscellaneous	1,203.70	1,200	10	1,210
					Miscellaneous Total	1,203.70	1,200	10	1,210
	Support Services Bureau Total					2,896,570.28	3,004,171	(107,111)	2,897,060
001	Field Operations Bureau	0113	Base Salary	1010	Personnel Services	5,084,148.50	6,329,975	(1,245,815)	5,084,160
001	Field Operations Bureau	0113	Longevity	1020	Personnel Services	60,570.00	72,291	(11,711)	60,580
001	Field Operations Bureau	0113	Certification Supplement	1030	Personnel Services	81,465.00	86,280	(4,800)	81,480
001	Field Operations Bureau	0113	Educational Incentive	1040	Personnel Services	126,492.50	125,700	800	126,500
001	Field Operations Bureau	0113	Compensated Absences	1050	Personnel Services	1,204,982.36	0	1,204,990	1,204,990
001	Field Operations Bureau	0113	Other Pay - Taxable	1060	Personnel Services	86,282.67	82,026	4,264	86,290
001	Field Operations Bureau	0113	Overtime	1080	Personnel Services	221,784.42	183,456	38,334	221,790
001	Field Operations Bureau	0113	Fica City Portion	1090	Personnel Services	512,313.50	519,433	(7,113)	512,320
001	Field Operations Bureau	0113	Tmrs City Portion	1100	Personnel Services	1,234,441.62	1,250,430	(15,980)	1,234,450
001	Field Operations Bureau	0113	Hosp Insurance	1110	Personnel Services	1,046,333.62	1,046,194	146	1,046,340
001	Field Operations Bureau	0113	Work Compensation	1120	Personnel Services	156,257.04	156,257	13	156,270
001	Field Operations Bureau	0113	Unemp Insurance	1140	Personnel Services	4,801.02	13,193	(8,383)	4,810
001	Field Operations Bureau	0113	Vacancies	1150	Personnel Services	0.00	(35,000)	35,000	0
					Personnel Services Total	9,819,872.25	9,830,235	(10,255)	9,819,980
001	Field Operations Bureau	0113	Office Supplies	2010	Supplies	9,538.30	10,800	(1,250)	9,550
001	Field Operations Bureau	0113	Minor Furniture & Fixtures	2115	Supplies	901.60	2,000	(1,090)	910
001	Field Operations Bureau	0113	Minor Equipment, Instr, Tools	2120	Supplies	27,409.99	29,000	(1,580)	27,420
001	Field Operations Bureau	0113	Computer Software & Supplies	2160	Supplies	9,637.74	3,400	6,250	9,650
001	Field Operations Bureau	0113	Food	2200	Supplies	939.92	1,000	(50)	950
001	Field Operations Bureau	0113	Chemicals & Insecticides	2330	Supplies	671.00	300	380	680
001	Field Operations Bureau	0113	Animal Feed	2530	Supplies	4,330.22	5,000	(660)	4,340
001	Field Operations Bureau	0113	Photographic Supplies	2650	Supplies	1,800.94	2,000	(190)	1,810
					Supplies Total	55,229.71	53,500	1,810	55,310
001	Field Operations Bureau	0113	Gen Liab/Workers Comp Penal	3113	Contractual Services	0.00	(20,893)	20,893	0
001	Field Operations Bureau	0113	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	1,586,330.04	1,729,719	(143,379)	1,586,340
001	Field Operations Bureau	0113	Advertising	3220	Contractual Services	176.74	500	(310)	190
001	Field Operations Bureau	0113	Binding, Printing & Reproduct	3240	Contractual Services	28.00	0	40	40
001	Field Operations Bureau	0113	Temporary Help	3280	Contractual Services	345,145.20	339,639	5,521	345,160
001	Field Operations Bureau	0113	Wrecker Services	3320	Contractual Services	471.60	1,000	(520)	480
001	Field Operations Bureau	0113	Spec Postage/Express Shipping	3360	Contractual Services	398.33	0	410	410
001	Field Operations Bureau	0113	Software Maintenance	3405	Contractual Services	0.00	500	(500)	0
001	Field Operations Bureau	0113	Veterinary Fees	3460	Contractual Services	4,234.45	5,000	(760)	4,240
001	Field Operations Bureau	0113	Travel	3510	Contractual Services	12,740.09	15,000	(2,250)	12,750
001	Field Operations Bureau	0113	Dues & Subscriptions	3520	Contractual Services	1,166.00	1,637	(457)	1,180
001	Field Operations Bureau	0113	Training,Registration Fees,Etc	3530	Contractual Services	22,711.94	18,575	4,145	22,720
					Contractual Services Total	1,973,402.39	2,090,677	(117,167)	1,973,510
001	Field Operations Bureau	0113	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	9,426.38	9,000	440	9,440
					Maintenance Of Equipment Total	9,426.38	9,000	440	9,440
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	474.79	1,600	(1,120)	480
					Miscellaneous Total	474.79	1,600	(1,120)	480
	Field Operations Bureau Total					11,858,405.52	11,985,012	(126,292)	11,858,720
001	Investigative Services Bureau	0114	Base Salary	1010	Personnel Services	2,291,243.61	2,731,038	(439,788)	2,291,250

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Investigative Services Bureau	0114	Longevity	1020	Personnel Services	49,698.00	54,129	(4,419)	49,710
001	Investigative Services Bureau	0114	Certification Supplement	1030	Personnel Services	57,425.00	60,240	(2,800)	57,440
001	Investigative Services Bureau	0114	Educational Incentive	1040	Personnel Services	60,471.50	62,304	(1,824)	60,480
001	Investigative Services Bureau	0114	Compensated Absences	1050	Personnel Services	362,770.71	0	362,780	362,780
001	Investigative Services Bureau	0114	Other Pay - Taxable	1060	Personnel Services	86,779.33	61,575	25,215	86,790
001	Investigative Services Bureau	0114	Overtime	1080	Personnel Services	157,849.21	107,795	50,065	157,860
001	Investigative Services Bureau	0114	Fica City Portion	1090	Personnel Services	224,874.68	231,104	(6,224)	224,880
001	Investigative Services Bureau	0114	Tmrs City Portion	1100	Personnel Services	550,255.10	551,157	(887)	550,270
001	Investigative Services Bureau	0114	Hosp Insurance	1110	Personnel Services	378,535.04	378,515	35	378,550
001	Investigative Services Bureau	0114	Work Compensation	1120	Personnel Services	67,091.04	67,091	9	67,100
001	Investigative Services Bureau	0114	Unemp Insurance	1140	Personnel Services	0.00	5,784	(5,784)	0
001	Investigative Services Bureau	0114	Vacancies	1150	Personnel Services	0.00	(20,000)	20,000	0
					Personnel Services Total	4,286,993.22	4,290,732	(3,622)	4,287,110
001	Investigative Services Bureau	0114	Office Supplies	2010	Supplies	13,390.14	13,000	400	13,400
001	Investigative Services Bureau	0114	Educational/Training Supplies	2020	Supplies	7.50	500	(480)	20
001	Investigative Services Bureau	0114	Minor Furniture & Fixtures	2115	Supplies	2,273.99	3,000	(720)	2,280
001	Investigative Services Bureau	0114	Minor Equipment, Instr, Tools	2120	Supplies	4,410.47	15,000	(10,580)	4,420
001	Investigative Services Bureau	0114	Minor Computer Hrdwre & Perif	2155	Supplies	499.95	2,949	(2,439)	510
001	Investigative Services Bureau	0114	Computer Software & Supplies	2160	Supplies	15,176.77	2,500	12,690	15,190
001	Investigative Services Bureau	0114	Food	2200	Supplies	1,650.38	600	1,060	1,660
001	Investigative Services Bureau	0114	Medical Supplies	2320	Supplies	0.00	650	(650)	0
001	Investigative Services Bureau	0114	Clothing, Dry Goods, Etc	2570	Supplies	192.94	0	200	200
001	Investigative Services Bureau	0114	Safety Supplies & Minor Equip	2640	Supplies	2,160.65	2,000	170	2,170
001	Investigative Services Bureau	0114	Photographic Supplies	2650	Supplies	912.50	1,000	(80)	920
					Supplies Total	40,675.29	41,199	(429)	40,770
001	Investigative Services Bureau	0114	Heat & Natural Gas	3020	Contractual Services	2,593.66	0	2,600	2,600
001	Investigative Services Bureau	0114	Light & Power	3030	Contractual Services	1,648.20	0	1,660	1,660
001	Investigative Services Bureau	0114	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	361,622.82	437,914	(76,284)	361,630
001	Investigative Services Bureau	0114	Equipment Rental-External	3212	Contractual Services	58,356.83	61,800	(3,430)	58,370
001	Investigative Services Bureau	0114	Temporary Help	3280	Contractual Services	3,827.04	0	3,840	3,840
001	Investigative Services Bureau	0114	Spec Postage/Express Shipping	3360	Contractual Services	4,072.49	700	3,380	4,080
001	Investigative Services Bureau	0114	Other Special Services	3390	Contractual Services	50,008.75	50,000	20	50,020
001	Investigative Services Bureau	0114	Travel	3510	Contractual Services	16,550.89	16,500	60	16,560
001	Investigative Services Bureau	0114	Dues & Subscriptions	3520	Contractual Services	1,956.12	2,375	(405)	1,970
001	Investigative Services Bureau	0114	Training,Registration Fees,Etc	3530	Contractual Services	24,508.00	8,000	16,520	24,520
001	Investigative Services Bureau	0114	Rent	3920	Contractual Services	18,978.00	21,660	(2,670)	18,990
001	Investigative Services Bureau	0114	Other	3990	Contractual Services	21,316.30	24,360	(3,030)	21,330
					Contractual Services Total	565,439.10	623,309	(57,739)	565,570
001	Investigative Services Bureau	0114	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	110.00	1,000	(880)	120
					Maintenance Of Equipment Total	110.00	1,000	(880)	120
001	Investigative Services Bureau	0114	Miscellaneous	6990	Miscellaneous	1,557.53	1,000	570	1,570
					Miscellaneous Total	1,557.53	1,000	570	1,570
	Investigative Services Bureau Total					4,894,775.14	4,957,240	(62,100)	4,895,140
001	Fire	0115	Base Salary	1010	Personnel Services	7,380,669.69	9,776,475	(2,395,795)	7,380,680
001	Fire	0115	Part Time/Temp Employees	1015	Personnel Services	34,752.00	49,920	(15,160)	34,760
001	Fire	0115	Longevity	1020	Personnel Services	129,402.00	143,682	(14,272)	129,410
001	Fire	0115	Certification Supplement	1030	Personnel Services	189,150.00	189,348	(188)	189,160
001	Fire	0115	Educational Incentive	1040	Personnel Services	136,568.00	131,676	4,904	136,580
001	Fire	0115	Compensated Absences	1050	Personnel Services	1,395,433.69	0	1,395,440	1,395,440
001	Fire	0115	Car Allowance	1059	Personnel Services	6,901.36	6,600	310	6,910
001	Fire	0115	Other Pay - Taxable	1060	Personnel Services	156,496.34	124,940	31,570	156,510
001	Fire	0115	Overtime	1080	Personnel Services	1,076,728.94	242,585	834,155	1,076,740
001	Fire	0115	Fica City Portion	1090	Personnel Services	155,247.64	128,466	26,794	155,260
001	Fire	0115	Tmrs City Portion	1100	Personnel Services	32,477.18	5,903	26,587	32,490
001	Fire	0115	Hosp Insurance	1110	Personnel Services	1,611,473.04	1,611,473	7	1,611,480
001	Fire	0115	Work Compensation	1120	Personnel Services	163,238.04	163,238	12	163,250
001	Fire	0115	Firemans Relief & Retirement	1130	Personnel Services	2,065,905.86	1,969,514	96,406	2,065,920

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Fire	0115	Unemp Insurance	1140	Personnel Services	1,895.32	18,833	(16,923)	1,910
					Personnel Services Total	14,536,339.10	14,562,653	(26,153)	14,536,500
001	Fire	0115	Office Supplies	2010	Supplies	6,405.85	7,000	(580)	6,420
001	Fire	0115	Educational/Training Supplies	2020	Supplies	3,543.06	3,000	550	3,550
001	Fire	0115	Motor Vehicle Supplies	2110	Supplies	3,754.78	0	3,760	3,760
001	Fire	0115	Minor Furniture & Fixtures	2115	Supplies	19,805.70	25,400	(5,580)	19,820
001	Fire	0115	Minor Equipment, Instr, Tools	2120	Supplies	124,725.39	103,000	21,740	124,740
001	Fire	0115	Electrical Parts & Supplies	2140	Supplies	1,809.53	6,471	(4,651)	1,820
001	Fire	0115	Computer Software & Supplies	2160	Supplies	5,527.29	5,200	340	5,540
001	Fire	0115	Welding Supplies	2170	Supplies	41.00	100	(50)	50
001	Fire	0115	Food	2200	Supplies	5,247.30	3,000	2,260	5,260
001	Fire	0115	Water	2210	Supplies	54.88	0	60	60
001	Fire	0115	Janitorial Supplies	2310	Supplies	17,871.10	20,000	(2,120)	17,880
001	Fire	0115	Medical Supplies	2320	Supplies	66.40	300	(220)	80
001	Fire	0115	Chemicals & Insecticides	2330	Supplies	21,167.89	12,000	9,180	21,180
001	Fire	0115	Botanical & Agricultural Supl	2520	Supplies	0.00	1,148	(1,148)	0
001	Fire	0115	Clothing, Dry Goods, Etc	2570	Supplies	119,266.39	139,000	(19,720)	119,280
001	Fire	0115	Postage	2620	Supplies	0.00	100	(100)	0
001	Fire	0115	Safety Supplies & Minor Equip	2640	Supplies	120.00	500	(370)	130
					Supplies Total	329,406.56	326,219	3,351	329,570
001	Fire	0115	Water	3040	Contractual Services	11,576.96	26,000	(14,410)	11,590
001	Fire	0115	Gen Liab/Workers Comp Penal	3113	Contractual Services	0.00	(16,940)	16,940	0
001	Fire	0115	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	1,133,583.41	1,091,627	41,963	1,133,590
001	Fire	0115	Equipment Rental-External	3212	Contractual Services	5,182.60	5,200	(10)	5,190
001	Fire	0115	Hire Of Equipment-Technology	3213	Contractual Services	0.00	360	(360)	0
001	Fire	0115	Advertising	3220	Contractual Services	967.50	600	380	980
001	Fire	0115	Laundry & Cleaning	3230	Contractual Services	40,453.54	45,000	(4,540)	40,460
001	Fire	0115	Binding, Printing & Reproduct	3240	Contractual Services	0.00	100	(100)	0
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	555.62	1,500	(930)	570
001	Fire	0115	Travel	3510	Contractual Services	31,714.80	12,000	19,720	31,720
001	Fire	0115	Dues & Subscriptions	3520	Contractual Services	962.25	1,000	(30)	970
001	Fire	0115	Training,Registration Fees,Etc	3530	Contractual Services	1,320.75	9,750	(8,420)	1,330
001	Fire	0115	Employee Awards	3550	Contractual Services	5,123.26	4,500	630	5,130
001	Fire	0115	Other	3990	Contractual Services	19.99	0	30	30
					Contractual Services Total	1,231,460.68	1,181,642	49,918	1,231,560
001	Fire	0115	Buildings & Grounds	4010	Maintenance Of Structures	4,024.72	2,500	1,530	4,030
					Maintenance Of Structures Total	4,024.72	2,500	1,530	4,030
001	Fire	0115	Heating & Cooling System	5010	Maintenance Of Equipment	528.04	0	540	540
001	Fire	0115	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	96.78	1,000	(890)	110
001	Fire	0115	Mach/Tools/Implements	5110	Maintenance Of Equipment	7,635.45	5,000	2,650	7,650
001	Fire	0115	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	4,108.74	9,000	(4,880)	4,120
					Maintenance Of Equipment Total	12,369.01	15,000	(2,580)	12,420
001	Fire	0115	Miscellaneous	6990	Miscellaneous	201.07	0	210	210
					Miscellaneous Total	201.07	0	210	210
001	Fire	0115	Furn, Fixt, & Office MacHines	8401	Capital - Equipment	6,038.05	0	6,050	6,050
001	Fire	0115	Fire Fighting Equipment	8470	Capital - Equipment	0.00	60,700	(60,700)	0
					Capital - Equipment Total	6,038.05	60,700	(54,650)	6,050
	Fire Total					16,119,839.19	16,148,714	(28,374)	16,120,340
001	Fire Training	0116	Base Salary	1010	Personnel Services	211,349.20	245,562	(34,202)	211,360
001	Fire Training	0116	Longevity	1020	Personnel Services	5,343.00	5,415	(65)	5,350
001	Fire Training	0116	Certification Supplement	1030	Personnel Services	4,320.00	4,320	0	4,320
001	Fire Training	0116	Educational Incentive	1040	Personnel Services	2,748.00	4,992	(2,232)	2,760
001	Fire Training	0116	Compensated Absences	1050	Personnel Services	33,640.80	0	33,650	33,650
001	Fire Training	0116	Other Pay - Taxable	1060	Personnel Services	7,472.49	7,363	117	7,480
001	Fire Training	0116	Overtime	1080	Personnel Services	3,022.14	0	3,030	3,030

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Fire Training	0116	Fica City Portion	1090	Personnel Services	4,605.43	4,716	(96)	4,620
001	Fire Training	0116	Tmrs City Portion	1100	Personnel Services	5,754.64	5,035	725	5,760
001	Fire Training	0116	Hosp Insurance	1110	Personnel Services	39,903.96	39,904	6	39,910
001	Fire Training	0116	Work Compensation	1120	Personnel Services	4,113.00	4,113	0	4,113
001	Fire Training	0116	Firemans Relief & Retirement	1130	Personnel Services	47,742.92	48,523	(773)	47,750
001	Fire Training	0116	Unemp Insurance	1140	Personnel Services	0.00	521	(521)	0
					Personnel Services Total	370,015.58	370,464	(361)	370,103
001	Fire Training	0116	Office Supplies	2010	Supplies	1,264.37	1,050	220	1,270
001	Fire Training	0116	Educational/Training Supplies	2020	Supplies	17,691.32	17,000	700	17,700
001	Fire Training	0116	Minor Furniture & Fixtures	2115	Supplies	419.44	1,300	(870)	430
001	Fire Training	0116	Minor Equipment, Instr, Tools	2120	Supplies	6,572.48	2,385	4,195	6,580
001	Fire Training	0116	Heating Fuel Supplies	2150	Supplies	3,071.05	1,150	1,930	3,080
001	Fire Training	0116	Minor Computer Hrdwre & Perip	2155	Supplies	122.36	0	130	130
001	Fire Training	0116	Janitorial Supplies	2310	Supplies	747.08	670	90	760
001	Fire Training	0116	Medical Supplies	2320	Supplies	105.60	0	120	120
001	Fire Training	0116	Clothing, Dry Goods, Etc	2570	Supplies	33.60	0	40	40
					Supplies Total	30,027.30	23,555	6,555	30,110
001	Fire Training	0116	Heat & Natural Gas	3020	Contractual Services	1,655.42	0	1,670	1,670
001	Fire Training	0116	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	15,031.54	32,143	(17,103)	15,040
001	Fire Training	0116	Equipment Rental-External	3212	Contractual Services	3,650.51	2,950	710	3,660
001	Fire Training	0116	Hire Of Equipment-Technology	3213	Contractual Services	175.00	360	(170)	190
001	Fire Training	0116	Exterminator	3310	Contractual Services	550.00	1,000	(440)	560
001	Fire Training	0116	Grounds Maintenance	3370	Contractual Services	1,199.47	1,160	50	1,210
001	Fire Training	0116	Other Special Services	3390	Contractual Services	15,844.00	21,271	(5,421)	15,850
001	Fire Training	0116	Travel	3510	Contractual Services	2,912.47	5,360	(2,440)	2,920
001	Fire Training	0116	Dues & Subscriptions	3520	Contractual Services	2,642.95	9,650	(7,000)	2,650
001	Fire Training	0116	Training,Registration Fees,Etc	3530	Contractual Services	3,653.99	3,720	(60)	3,660
					Contractual Services Total	47,315.35	77,614	(30,204)	47,410
001	Fire Training	0116	Buildings & Grounds	4010	Maintenance Of Structures	3,551.42	5,250	(1,690)	3,560
					Maintenance Of Structures Total	3,551.42	5,250	(1,690)	3,560
001	Fire Training	0116	Mach/Tools/Implements	5110	Maintenance Of Equipment	377.56	320	70	390
001	Fire Training	0116	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	293.00	150	150	300
					Maintenance Of Equipment Total	670.56	470	220	690
	Fire Training Total					451,580.21	477,353	(25,480)	451,873
001	Fire Prevention	0119	Base Salary	1010	Personnel Services	491,112.34	520,274	(29,154)	491,120
001	Fire Prevention	0119	Longevity	1020	Personnel Services	9,081.00	8,943	147	9,090
001	Fire Prevention	0119	Certification Supplement	1030	Personnel Services	10,080.00	10,080	0	10,080
001	Fire Prevention	0119	Educational Incentive	1040	Personnel Services	10,716.00	10,716	0	10,716
001	Fire Prevention	0119	Compensated Absences	1050	Personnel Services	45,576.19	0	45,590	45,590
001	Fire Prevention	0119	Other Pay - Taxable	1060	Personnel Services	21,233.18	10,944	10,296	21,240
001	Fire Prevention	0119	Overtime	1080	Personnel Services	25,398.53	62,211	(36,801)	25,410
001	Fire Prevention	0119	Fica City Portion	1090	Personnel Services	10,657.43	10,128	542	10,670
001	Fire Prevention	0119	Tmrs City Portion	1100	Personnel Services	5,617.65	5,496	134	5,630
001	Fire Prevention	0119	Hosp Insurance	1110	Personnel Services	87,548.04	87,548	12	87,560
001	Fire Prevention	0119	Work Compensation	1120	Personnel Services	9,111.00	9,111	0	9,111
001	Fire Prevention	0119	Firemans Relief & Retirement	1130	Personnel Services	117,858.98	108,903	8,967	117,870
001	Fire Prevention	0119	Unemp Insurance	1140	Personnel Services	0.00	1,100	(1,100)	0
					Personnel Services Total	843,990.34	845,454	(1,367)	844,087
001	Fire Prevention	0119	Office Supplies	2010	Supplies	1,052.48	1,000	60	1,060
001	Fire Prevention	0119	Educational/Training Supplies	2020	Supplies	7,313.94	7,500	(180)	7,320
001	Fire Prevention	0119	Minor Furniture & Fixtures	2115	Supplies	1,409.95	1,370	50	1,420
001	Fire Prevention	0119	Minor Equipment, Instr, Tools	2120	Supplies	33,849.17	1,000	32,860	33,860
001	Fire Prevention	0119	Computer Software & Supplies	2160	Supplies	749.33	1,220	(460)	760
001	Fire Prevention	0119	Ammunition	2540	Supplies	1,978.92	2,000	(10)	1,990
001	Fire Prevention	0119	Fire Marshal Supplies	2550	Supplies	2,660.22	2,500	170	2,670
001	Fire Prevention	0119	Clothing, Dry Goods, Etc	2570	Supplies	6,310.38	35,000	(28,680)	6,320
001	Fire Prevention	0119	Postage	2620	Supplies	9.65	100	(80)	20

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
					Supplies Total	55,334.04	51,690	3,730	55,420
001	Fire Prevention	0119	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	65,057.16	69,766	(4,696)	65,070
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	5,000.00	20,000	(14,990)	5,010
001	Fire Prevention	0119	Travel	3510	Contractual Services	7,880.45	6,500	1,390	7,890
001	Fire Prevention	0119	Dues & Subscriptions	3520	Contractual Services	2,275.54	2,000	290	2,290
001	Fire Prevention	0119	Training,Registration Fees,Etc	3530	Contractual Services	2,755.00	3,000	(230)	2,770
001	Fire Prevention	0119	Educational Assistance	3540	Contractual Services	3,063.00	0	3,070	3,070
					Contractual Services Total	86,031.15	101,516	(15,416)	86,100
001	Fire Prevention	0119	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	470.21	500	(20)	480
					Maintenance Of Equipment Total	470.21	500	(20)	480
	Fire Prevention Total					985,825.74	999,160	(13,073)	986,087
001	Emergency Medical Service	0120	Base Salary	1010	Personnel Services	177,080.28	179,044	(1,954)	177,090
001	Emergency Medical Service	0120	Longevity	1020	Personnel Services	4,884.00	4,083	807	4,890
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	627,262.50	619,500	7,770	627,270
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	11,422.72	0	11,430	11,430
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	4,346.61	2,210	2,150	4,360
001	Emergency Medical Service	0120	Overtime	1080	Personnel Services	1,497.74	12,413	(10,903)	1,510
001	Emergency Medical Service	0120	Fica City Portion	1090	Personnel Services	1,532.96	11,949	(10,409)	1,540
001	Emergency Medical Service	0120	Tmrs City Portion	1100	Personnel Services	874.29	4,473	(3,593)	880
001	Emergency Medical Service	0120	Hosp Insurance	1110	Personnel Services	22,229.04	22,229	11	22,240
001	Emergency Medical Service	0120	Work Compensation	1120	Personnel Services	12,806.04	12,806	14	12,820
001	Emergency Medical Service	0120	Firemans Relief & Retirement	1130	Personnel Services	167,514.93	161,599	5,921	167,520
001	Emergency Medical Service	0120	Unemp Insurance	1140	Personnel Services	0.00	1,620	(1,620)	0
					Personnel Services Total	1,037,811.11	1,038,286	(376)	1,037,910
001	Emergency Medical Service	0120	Educational/Training Supplies	2020	Supplies	6,286.13	3,500	2,800	6,300
001	Emergency Medical Service	0120	Minor Equipment, Instr, Tools	2120	Supplies	8,172.84	7,150	1,030	8,180
001	Emergency Medical Service	0120	Minor Computer Hrdwre & Perif	2155	Supplies	383.89	0	390	390
001	Emergency Medical Service	0120	Computer Software & Supplies	2160	Supplies	0.00	300	(300)	0
001	Emergency Medical Service	0120	Welding Supplies	2170	Supplies	184.32	300	(110)	190
001	Emergency Medical Service	0120	Janitorial Supplies	2310	Supplies	67.86	0	80	80
001	Emergency Medical Service	0120	Medical Supplies	2320	Supplies	55,903.59	57,000	(1,090)	55,910
001	Emergency Medical Service	0120	Chemicals & Insecticides	2330	Supplies	479.16	0	490	490
001	Emergency Medical Service	0120	Clothing, Dry Goods, Etc	2570	Supplies	341.27	1,000	(650)	350
001	Emergency Medical Service	0120	Postage	2620	Supplies	145.21	0	160	160
					Supplies Total	71,964.27	69,250	2,800	72,050
001	Emergency Medical Service	0120	Hire Of Equipment-Gar-Vehicle:	3210	Contractual Services	343,402.08	345,677	(2,267)	343,410
001	Emergency Medical Service	0120	Laundry & Cleaning	3230	Contractual Services	438.97	0	450	450
001	Emergency Medical Service	0120	Binding, Printing & Reproduct	3240	Contractual Services	0.00	300	(300)	0
001	Emergency Medical Service	0120	Billing And Collection Fees	3250	Contractual Services	178,551.94	184,000	(5,440)	178,560
001	Emergency Medical Service	0120	Other Special Services	3390	Contractual Services	18,002.00	18,000	10	18,010
001	Emergency Medical Service	0120	Medical Examinations	3480	Contractual Services	6,003.04	43,000	(36,990)	6,010
001	Emergency Medical Service	0120	Travel	3510	Contractual Services	3,023.35	7,610	(4,580)	3,030
001	Emergency Medical Service	0120	Dues & Subscriptions	3520	Contractual Services	1,386.00	1,350	50	1,400
001	Emergency Medical Service	0120	Training,Registration Fees,Etc	3530	Contractual Services	11,522.63	12,025	(495)	11,530
001	Emergency Medical Service	0120	Educational Assistance	3540	Contractual Services	7,357.00	4,700	2,670	7,370
					Contractual Services Total	569,687.01	616,662	(46,892)	569,770
001	Emergency Medical Service	0120	Mach/Tools/Implements	5110	Maintenance Of Equipment	5,949.30	5,650	310	5,960
001	Emergency Medical Service	0120	Instruments & Apparatus(Major	5120	Maintenance Of Equipment	18,067.01	20,300	(2,220)	18,080
					Maintenance Of Equipment Total	24,016.31	25,950	(1,910)	24,040
001	Emergency Medical Service	0120	Medical Expense	6010	Miscellaneous	136.60	500	(350)	150
					Miscellaneous Total	136.60	500	(350)	150
	Emergency Medical Service Total					1,703,615.30	1,750,648	(46,728)	1,703,920

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Airport Fire Division	0122	Base Salary	1010	Personnel Services	709,310.57	1,074,515	(365,195)	709,320
001	Airport Fire Division	0122	Longevity	1020	Personnel Services	20,838.00	22,236	(1,386)	20,850
001	Airport Fire Division	0122	Certification Supplement	1030	Personnel Services	18,705.00	18,000	720	18,720
001	Airport Fire Division	0122	Educational Incentive	1040	Personnel Services	16,631.00	15,060	1,580	16,640
001	Airport Fire Division	0122	Compensated Absences	1050	Personnel Services	152,158.79	0	152,170	152,170
001	Airport Fire Division	0122	Car Allowance	1059	Personnel Services	1,857.76	3,752	(1,882)	1,870
001	Airport Fire Division	0122	Other Pay - Taxable	1060	Personnel Services	32,960.80	23,239	9,731	32,970
001	Airport Fire Division	0122	Overtime	1080	Personnel Services	183,525.24	24,335	159,205	183,540
001	Airport Fire Division	0122	Fica City Portion	1090	Personnel Services	13,748.44	8,977	4,783	13,760
001	Airport Fire Division	0122	Hosp Insurance	1110	Personnel Services	124,071.00	124,071	0	124,071
001	Airport Fire Division	0122	Work Compensation	1120	Personnel Services	15,081.96	15,082	8	15,090
001	Airport Fire Division	0122	Firemans Relief & Retirement	1130	Personnel Services	224,138.40	184,737	39,413	224,150
001	Airport Fire Division	0122	Unemp Insurance	1140	Personnel Services	0.00	1,734	(1,734)	0
					Personnel Services Total	1,513,026.96	1,515,738	(2,587)	1,513,151
001	Airport Fire Division	0122	Office Supplies	2010	Supplies	269.36	150	130	280
001	Airport Fire Division	0122	Educational/Training Supplies	2020	Supplies	327.02	0	340	340
001	Airport Fire Division	0122	Minor Equipment, Instr, Tools	2120	Supplies	1,352.94	1,500	(140)	1,360
001	Airport Fire Division	0122	Welding Supplies	2170	Supplies	1,118.36	0	1,130	1,130
001	Airport Fire Division	0122	Chemicals & Insecticides	2330	Supplies	12,318.98	15,000	(2,670)	12,330
001	Airport Fire Division	0122	Clothing, Dry Goods, Etc	2570	Supplies	6,884.08	8,304	(1,414)	6,890
					Supplies Total	22,270.74	24,954	(2,624)	22,330
001	Airport Fire Division	0122	Communication	3010	Contractual Services	357.00	0	370	370
001	Airport Fire Division	0122	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	67,899.95	92,508	(24,598)	67,910
001	Airport Fire Division	0122	Other Special Services	3390	Contractual Services	4,275.00	0	4,290	4,290
001	Airport Fire Division	0122	Travel	3510	Contractual Services	386.20	4,100	(3,700)	400
001	Airport Fire Division	0122	Training,Registration Fees,Etc	3530	Contractual Services	0.00	7,000	(7,000)	0
					Contractual Services Total	72,918.15	103,608	(30,638)	72,970
	Airport Fire Division Total					1,608,215.85	1,644,300	(35,849)	1,608,451
001	Emergency Management	0125	Office Supplies	2010	Supplies	279.95	800	(510)	290
001	Emergency Management	0125	Educational/Training Supplies	2020	Supplies	447.38	1,500	(1,040)	460
001	Emergency Management	0125	Minor Furniture & Fixtures	2115	Supplies	349.94	500	(140)	360
001	Emergency Management	0125	Minor Equipment, Instr, Tools	2120	Supplies	5,889.93	8,800	(2,900)	5,900
001	Emergency Management	0125	Minor Computer Hrdwre & Periph	2155	Supplies	467.52	1,100	(620)	480
001	Emergency Management	0125	Computer Software & Supplies	2160	Supplies	0.00	1,000	(1,000)	0
001	Emergency Management	0125	Food	2200	Supplies	0.00	300	(300)	0
001	Emergency Management	0125	Medical Supplies	2320	Supplies	0.00	330	(330)	0
001	Emergency Management	0125	Chemicals & Insecticides	2330	Supplies	382.90	1,000	(610)	390
001	Emergency Management	0125	Laboratory Supplies	2560	Supplies	0.00	55	(55)	0
001	Emergency Management	0125	Postage	2620	Supplies	0.00	55	(55)	0
001	Emergency Management	0125	Safety Supplies & Minor Equip	2640	Supplies	715.90	220	510	730
					Supplies Total	8,533.52	15,660	(7,050)	8,610
001	Emergency Management	0125	Communication	3010	Contractual Services	7,332.66	8,266	(926)	7,340
001	Emergency Management	0125	Light & Power	3030	Contractual Services	2,512.95	3,300	(780)	2,520
001	Emergency Management	0125	Binding, Printing & Reproduct	3240	Contractual Services	171.59	200	(20)	180
001	Emergency Management	0125	Other Special Services	3390	Contractual Services	4,275.00	1,000	3,290	4,290
001	Emergency Management	0125	Travel	3510	Contractual Services	4,523.64	5,850	(1,320)	4,530
001	Emergency Management	0125	Dues & Subscriptions	3520	Contractual Services	696.49	10,160	(9,450)	710
001	Emergency Management	0125	Training,Registration Fees,Etc	3530	Contractual Services	625.00	1,616	(976)	640
					Contractual Services Total	20,137.33	30,392	(10,182)	20,210
001	Emergency Management	0125	Mach/Tools/Implements	5110	Maintenance Of Equipment	2,064.00	1,100	970	2,070
001	Emergency Management	0125	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	395.03	1,000	(590)	410
					Maintenance Of Equipment Total	2,459.03	2,100	380	2,480
001	Emergency Management	0125	Other Equipment	8530	Capital - Equipment	0.00	112,500	(112,500)	0
					Capital - Equipment Total	0.00	112,500	(112,500)	0
	Emergency Management Total					31,129.88	160,652	(129,352)	31,300

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
001	Nondepartmental	0150	Base Salary	1010	Personnel Services	0.00	23,311	(23,311)	0
001	Nondepartmental	0150	Part Time/Temp Employees	1015	Personnel Services	0.00	25,000	(25,000)	0
001	Nondepartmental	0150	Longevity	1020	Personnel Services	0.00	36	(36)	0
001	Nondepartmental	0150	Fica City Portion	1090	Personnel Services	60.43	3,698	(3,628)	70
001	Nondepartmental	0150	Tmrs City Portion	1100	Personnel Services	135.36	4,247	(4,097)	150
001	Nondepartmental	0150	Hosp Insurance	1110	Personnel Services	7,470.38	7,335	145	7,480
001	Nondepartmental	0150	Work Compensation	1120	Personnel Services	110.04	110	10	120
001	Nondepartmental	0150	Unemp Insurance	1140	Personnel Services	0.00	97	(97)	0
001	Nondepartmental	0150	Vacancies	1150	Personnel Services	0.00	(56,018)	56,018	0
					Personnel Services Total	7,776.21	7,816	4	7,820
001	Nondepartmental	0150	Office Supplies	2010	Supplies	62.26	500	(430)	70
001	Nondepartmental	0150	Minor Computer Hrdwre & Perip	2155	Supplies	85.00	0	100	100
001	Nondepartmental	0150	Food	2200	Supplies	1,254.49	0	1,260	1,260
001	Nondepartmental	0150	Postage	2620	Supplies	101,093.34	84,000	17,100	101,100
					Supplies Total	102,495.09	84,500	18,030	102,530
001	Nondepartmental	0150	Light & Power	3030	Contractual Services	825,596.13	720,000	105,610	825,610
001	Nondepartmental	0150	Insurance-External	3110	Contractual Services	96,862.43	131,622	(34,752)	96,870
001	Nondepartmental	0150	Gen Liability Self-Insurance	3112	Contractual Services	203,843.04	203,843	7	203,850
001	Nondepartmental	0150	City Share - Retiree Insurance	3121	Contractual Services	431,736.96	431,737	13	431,750
001	Nondepartmental	0150	Workers' Compensation	3125	Contractual Services	(429,218.04)	(429,218)	8	(429,210)
001	Nondepartmental	0150	Advertising	3220	Contractual Services	1,441.58	9,000	(7,550)	1,450
001	Nondepartmental	0150	Binding, Printing & Reproduct	3240	Contractual Services	1,275.88	8,500	(7,210)	1,290
001	Nondepartmental	0150	Temporary Help	3280	Contractual Services	39,231.92	0	39,240	39,240
001	Nondepartmental	0150	Other Special Services	3390	Contractual Services	635.00	4,000	(3,350)	650
001	Nondepartmental	0150	Appraisal Fees	3430	Contractual Services	2,200.00	0	2,210	2,210
001	Nondepartmental	0150	Consulting Fees	3450	Contractual Services	85,072.62	73,000	12,080	85,080
001	Nondepartmental	0150	Travel	3510	Contractual Services	16,355.67	0	16,370	16,370
001	Nondepartmental	0150	Dues & Subscriptions	3520	Contractual Services	17,827.70	17,000	840	17,840
001	Nondepartmental	0150	Training,Registration Fees,Etc	3530	Contractual Services	595.00	0	610	610
001	Nondepartmental	0150	Employee Awards	3550	Contractual Services	38,836.95	15,000	23,850	38,850
001	Nondepartmental	0150	Moutd	3904	Contractual Services	250,000.00	250,000	0	250,000
001	Nondepartmental	0150	Other	3990	Contractual Services	1,465.06	13,197	(11,717)	1,480
					Contractual Services Total	1,583,757.90	1,447,681	136,259	1,583,940
001	Nondepartmental	0150	Mental Health, Mental Retard	6050	Miscellaneous	75,000.00	66,402	8,608	75,010
001	Nondepartmental	0150	Teen Court	6055	Miscellaneous	27,500.00	27,500	0	27,500
001	Nondepartmental	0150	Hispanic Chamber	6165	Miscellaneous	99,999.96	0	100,010	100,010
001	Nondepartmental	0150	Crime Stoppers	6176	Miscellaneous	18,996.00	19,000	10	19,010
001	Nondepartmental	0150	Business Econ Dev Ctr-Mid Col	6183	Miscellaneous	59,166.67	60,000	(820)	59,180
001	Nondepartmental	0150	Recruitment Fees & Expenses	6882	Miscellaneous	7,028.33	12,000	(4,960)	7,040
001	Nondepartmental	0150	Leadership Development Exper	6884	Miscellaneous	18,445.00	15,000	3,460	18,460
001	Nondepartmental	0150	Scdc	6989	Miscellaneous	3,900.00	3,900	0	3,900
001	Nondepartmental	0150	Miscellaneous	6990	Miscellaneous	41.55	100,000	(99,950)	50
					Miscellaneous Total	310,077.51	303,802	6,358	310,160
001	Nondepartmental	0150	Buildings	7020	Capital - Land & Improvements	0.00	100,000	(100,000)	0
					Capital - Land & Improvements Total	0.00	100,000	(100,000)	0
	Nondepartmental Total					2,004,106.71	1,943,799	60,651	2,004,450
001	Interfund Transfer To	0199	005-General Construction Fund	6299	Miscellaneous	4,164,177.00	4,397,472	(233,282)	4,164,190
001	Interfund Transfer To	0199	620-Scharbauer Sports Comple	6378	Miscellaneous	515,103.00	515,103	0	515,103
					Miscellaneous Total	4,679,280.00	4,912,575	(233,282)	4,679,293
	Interfund Transfer To Total					4,679,280.00	4,912,575	(233,282)	4,679,293
001 Total						83,298,436.53	85,029,289	(1,719,258)	83,310,031
002	Interfund Transfer To	0199	001-General Fund	6300	Miscellaneous	224.41	0	225	225

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
					Miscellaneous Total	224.41	0	225	225
	Interfund Transfer To Total					224.41	0	225	225
002	Total					224.41	0	225	225
005	Interfund Transfer To	0199	001-General Fund	6300	Miscellaneous	76,858.56	0	76,859	76,859
					Miscellaneous Total	76,858.56	0	76,859	76,859
	Interfund Transfer To Total					76,858.56	0	76,859	76,859
005	Total					76,858.56	0	76,859	76,859
007	Facilities Services	0041	Water	3040	Contractual Services	1,316.76	0	1,317	1,317
					Contractual Services Total	1,316.76	0	1,317	1,317
	Facilities Services Total					1,316.76	0	1,317	1,317
007	Parks & Recreation	0090	Insurance-External	3110	Contractual Services	832.83	0	833	833
007	Parks & Recreation	0090	Other Special Services	3390	Contractual Services	61,800.00	0	61,800	61,800
					Contractual Services Total	62,632.83	0	62,633	62,633
	Parks & Recreation Total					62,632.83	0	62,633	62,633
007	Total					63,949.59	0	63,950	63,950
008	Police Administration	0111	Training,Registration Fees,Etc	3530	Contractual Services	2,800.00	0	2,800	2,800
					Contractual Services Total	2,800.00	0	2,800	2,800
	Police Administration Total					2,800.00	0	2,800	2,800
008	Total					2,800.00	0	2,800	2,800
070	Midland Police Department	0110	Miscellaneous	6990	Miscellaneous	36,358.00	0	36,370	36,370
					Miscellaneous Total	36,358.00	0	36,370	36,370
	Midland Police Department Total					36,358.00	0	36,370	36,370
070	Total					36,358.00	0	36,370	36,370
071	Midland Police Department	0110	Minor Equipment, Instr, Tools	2120	Supplies	25,980.82	0	25,990	25,990
071	Midland Police Department	0110	Minor Computer Hrdwre & Perip	2155	Supplies	3,326.50	0	3,340	3,340
					Supplies Total	29,307.32	0	29,330	29,330
	Midland Police Department Total					29,307.32	0	29,330	29,330
071	Total					29,307.32	0	29,330	29,330
087	City Manager's Office	0005	Other	3990	Contractual Services	50,000.00	0	50,010	50,010
					Contractual Services Total	50,000.00	0	50,010	50,010
	City Manager's Office Total					50,000.00	0	50,010	50,010
087	Nondepartmental	0150	Travel	3510	Contractual Services	1,990.11	0	2,000	2,000
					Contractual Services Total	1,990.11	0	2,000	2,000

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget(29,2)	Adjustment	Adjusted Budget
Nondepartmental Total						1,990.11	0	2,000	2,000
087 Total						51,990.11	0	52,010	52,010
090	Interfund Transfer To	0199	091-Hotel/Motel Const Fund	6323	Miscellaneous	2,111,250.00	2,111,250	0	2,111,250
					Miscellaneous Total	2,111,250.00	2,111,250	0	2,111,250
Interfund Transfer To Total						2,111,250.00	2,111,250	0	2,111,250
090	Nondept - Hotel/Motel Tax Fund	0690	Insurance-External	3110	Contractual Services	4,176.29	1,659	2,531	4,190
090	Nondept - Hotel/Motel Tax Fund	0690	Gen Liability Self-Insurance	3112	Contractual Services	9,081.00	9,081	0	9,081
090	Nondept - Hotel/Motel Tax Fund	0690	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	110.37	0	120	120
090	Nondept - Hotel/Motel Tax Fund	0690	External Audit Fees	3440	Contractual Services	2,177.78	1,600	590	2,190
090	Nondept - Hotel/Motel Tax Fund	0690	Consulting Fees	3450	Contractual Services	31,475.31	0	31,490	31,490
					Contractual Services Total	47,020.75	12,340	34,731	47,071
090	Nondept - Hotel/Motel Tax Fund	0690	General Fund Services	6202	Miscellaneous	19,724.04	19,724	6	19,730
090	Nondept - Hotel/Motel Tax Fund	0690	Miscellaneous	6990	Miscellaneous	1,316,656.13	1,604,200	(287,530)	1,316,670
					Miscellaneous Total	1,336,380.17	1,623,924	(287,524)	1,336,400
Nondept - Hotel/Motel Tax Fund Total						1,383,400.92	1,636,264	(252,793)	1,383,471
090	Midland Center/Centennial Plaza	0691	Light & Power	3030	Contractual Services	38,871.46	50,000	(11,120)	38,880
090	Midland Center/Centennial Plaza	0691	Water	3040	Contractual Services	1,458.52	5,000	(3,530)	1,470
090	Midland Center/Centennial Plaza	0691	Hire Of Equipment-Gar-Vehicle	3210	Contractual Services	1,193.15	2,168	(968)	1,200
090	Midland Center/Centennial Plaza	0691	Maintenance Of Hvac Equipme	3375	Contractual Services	0.00	7,646	(7,646)	0
					Contractual Services Total	41,523.13	64,814	(23,264)	41,550
090	Midland Center/Centennial Plaza	0691	Buildings & Grounds	4010	Maintenance Of Structures	87.12	7,000	(6,900)	100
					Maintenance Of Structures Total	87.12	7,000	(6,900)	100
090	Midland Center/Centennial Plaza	0691	Midland Center	6120	Miscellaneous	505,723.77	577,800	(72,070)	505,730
					Miscellaneous Total	505,723.77	577,800	(72,070)	505,730
Midland Center/Centennial Plaza Total						547,334.02	649,614	(102,234)	547,380
090 Total						4,041,984.94	4,397,128	(355,027)	4,042,101
092	Municipal Court	0010	Software Maintenance	3405	Contractual Services	34,382.62	0	34,390	34,390
					Contractual Services Total	34,382.62	0	34,390	34,390
092	Municipal Court	0010	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	2,347.40	0	2,360	2,360
					Maintenance Of Equipment Total	2,347.40	0	2,360	2,360
Municipal Court Total						36,730.02	0	36,750	36,750
092 Total						36,730.02	0	36,750	36,750



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 26, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:30 a.m. and consider an ordinance on a request by Hilton Home 2 for a zone change from PD, Planned District for a Shopping Center to an Amended PD, Planned District. (Generally located on the northwest corner of the intersection of Deauville Boulevard and Catalina Drive.)

Purpose: Hold a public hearing at approximately 10:30 a.m. and consider an ordinance on a request by Hilton Home 2 for a zone change from PD, Planned District for a Shopping Center to an Amended PD, Planned District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This property was previously approved for a retail site in 2008 under a PD, Planned District for a Shopping Center. The applicant has submitted plans to develop a four story hotel with 93 rooms, and is requesting a zone change to an amended PD, Planned District for a Shopping Center. The underlying district for the PD would remain LR-2 for this property, and the proposed hotel would have a maximum building height of 55 feet. The purpose of this application is to amend the Planned District for the property and to adopt the required site plan. No letters of opposition have been received regarding this case.

Attachments: Exhibits A, B, and C

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1A, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 22, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND CATALINA 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 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:

Lot 1A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District.
2. That the development of a hotel on this property shall conform to the conditions shown on Exhibits “A”, “B” and “C”, which are attached hereto and incorporated herein.
3. That the maximum height of the building shall not exceed 55 feet.
4. That the exterior of the building shall be a combination of the materials denoted in Exhibits “B” and “C”.
5. That all fire lanes shall be in compliance with the City of Midland Fire Code and approved by the Fire Marshal.
6. That all driveways shall be in compliance with the Midland City Code.
7. That all signs on this property shall conform to the City of Midland Sign Code.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS ____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

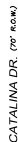
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

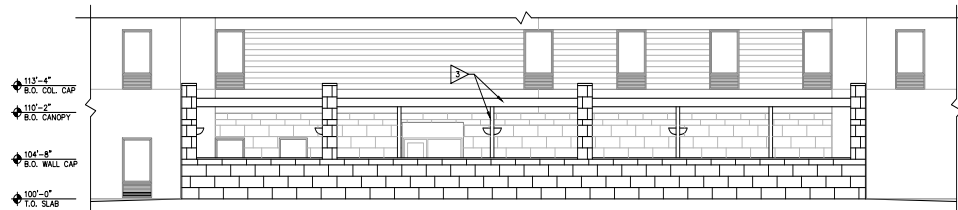


SHEET C40 OF 7



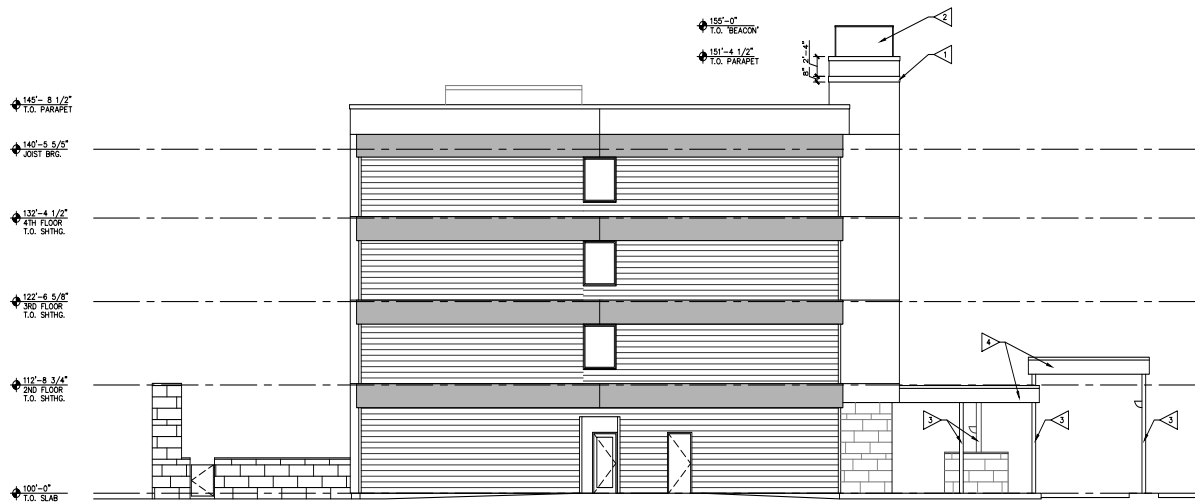
1 SOUTH ELEVATION

Scale: 1/8" = 1'-0"



2 SOUTH ELEVATION AT POOL SCREEN WALL

Scale: 1/8" = 1'-0"



3 SOUTH ELEVATION

Scale: 1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE

- S1 EPS COLOR 1 (1-1/2")
 COLOR TO MATCH BENJAMIN MOORE 2151-60 LINEN SAND
- S2 EPS COLOR 2 (1-1/2")
 HORIZONTAL V-GROOVES EVERY 8" O.C. SEE DETAIL X/XXXX
 COLOR TO MATCH BENJAMIN MOORE 994 FALLEN TIMBER
- S3 EPS COLOR 3 (1-1/2")
 COLOR TO MATCH BENJAMIN MOORE 2091-20 RUSTIC BRICK
- S4 EPS ACCENT BAND WITH METALLIC FINISH (3-1/2")
 COLOR TO MATCH BENJAMIN MOORE 2151-60 LINEN SAND
- T1 LARGE FORMAT TILE WITH ASHLAR PATTERN
 TEXTURE: BUXTY NOSETTE NATURAL FINISH
 TILE SIZE: 40cm X 100cm (15.76" X 39.4")

NOTES:

1. FINISH OF ALL PTAC/VTAC LOUVERS TO MATCH ALUMINUM WINDOW FINISH, UNLESS NOTED OTHERWISE.
2. FINISH OF ALL OTHER LOUVERS TO MATCH WALL ON WHICH IT OCCURS.

FLAG NOTES

- A "BEACON" ACCENT BAND: 2-1/2" EPS; COLOR TO MATCH BENJAMIN MOORE 398 FLOWER POWER.
- B TRANSLUCENT WHITE POLYMER PANELS, INTERNALLY LIT- REFER TO SECTION FOR ADDITIONAL DETAILS.
- C CANOPY STEEL: PAINT BENJAMIN MOORE 00-17 WHITE DOVE, OR EQUAL.
- D PORTE COCHERE EPS: COLOR TO MATCH BENJAMIN MOORE 00-17 WHITE DOVE.
- E EXTERIOR LIGHT STRING.

Envelope Color Scheme Option A



Please Note: All paint colors are by Benjamin Moore. Colors are provided for design intent only.

A SUPPORT - Large format tile - 60% value - Smooth finish - Option 1: Kerlite Buxy Noisette Natural finish - Option 2: Levantina Techlam 3+ Vulcano Gas	B CORE - Cement fiber board - 50% value - Paint: 994 Fallen Timber	C WRAP - Textured EIFS - 20% value - Fine finish - Paint: 2151-60 Linen Sand	D1 LINK D2 KEEP - Textured EIFS - 80% value - Fine finish - Paint: 2091-20 Rustic Brick	E ACCENT BAND Beacon Elevation - Aluminum - 10% value Other Elevations - EIFS - 10% value - Paint: 2108-60 Abalone	F CANOPY - Steel - 0% value - Paint: OC-17 White Dove
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PLANNING AND ZONING COMMISSION

February 4, 2013

CASE: Z-12-044.

REQUEST: Hold a public hearing and consider a request for an amended PD, Planned District for a Shopping Center.

APPLICANT: Hilton Home 2.

OWNER: SBC, LP.

REPRESENTATIVE: West Company of Midland.

LEGAL DESCRIPTION: Lot 1A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

LOCATION: Generally located on the northwest corner of the intersection of Deauville Boulevard and Catalina Drive.

CURRENT ZONING: PD, Planned District for a Shopping Center

DETAILS OF REQUEST:

1. This property is presently zoned PD, Planned District for a Shopping Center. The applicant has submitted plans to develop a 4 story hotel with 93 rooms located off of Deauville Boulevard. The applicant is requesting to amend the PD, Planned District for a Shopping Center that was approved by City Council for the development of office and retail in 2009. Further, before a building permit can be issued, a new or modified site plan must be approved. The underlying district for the PD would remain as LR-2 for this property. The purpose of this application is to amend the Planned District for the property, and to adopt the new site plan.

SURROUNDING ZONING AND LAND USE:

2. The property is located just west of Tradewinds Boulevard off of Catalina Dr. To the northwest of this property is the BMW Dealership, and to the west of it is the 4 story Courtyard Marriott hotel with a maximum height of 61 feet. The property is among 9 other Planned Districts, with LR-2 as the underling zoning for those districts.

ANALYSIS:

3. Two-story hotels are a permitted use in this district, and this would be a four story hotel with a maximum building height of 55 feet. The proposed amount of setback from Catalina Dr. for the building is 165 feet, and the proposed amount of setback from Deauville Boulevard is 60 feet. Staff agrees that this provides an adequate amount of setback given the height of the building and surrounding land uses. Staff has no objection to the proposed building height.

SITE PLAN:

4. Exhibit A is a plan view of the hotel site. Planned driveways are shown off of Deauville Boulevard and Catalina Dr. The driveway off of Catalina Dr. would serve as a joint access easement to accompany the proposed hotel immediately north of this property. This 30 foot access easement continues across the property to its western most property line. Landscaping will comply with the City requirements where at least 10 percent of the lot will be landscaped. The dumpster enclosure will be located near the alley to the northwest corner of the lot. The dumpster enclosure will be composed of brick, and will match the primary screening wall. The property owner will be required to contract out solid waste service since side pick-up is not available.
5. Exhibits B and C represent the elevation views of the proposed hotel. The exterior of the building is shown as a combination of E.I.F.S and tile. We believe the conditions shown on Exhibit B will result in an attractive building compatible with existing development within the area.

PARKING:

6. The hotel will have a total of 93 rooms. The minimum required parking ratio for a hotel is one space per room, and the applicant has 117 spaces planned along with an additional 6 handicap spaces. Staff agrees that this amount of parking will meet the needs of the hotel.

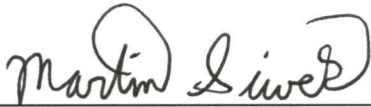
STAFF RECOMMENDATION:

- A. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District.
- B. That the development of a hotel on this property shall conform to the conditions shown on the attached site plans, Exhibits A, B, C, D in all respects.
- C. That the maximum height of the building shall not exceed 55 feet.

- D. That the exterior of the building shall be a combination of the materials denoted in Exhibits B, and C.
- E. That all fire lanes shall be in compliance per the Fire Marshal's Office.
- F. That all driveways are in compliance with Midland City Code.
- G. All signs on this lot shall conform to the Midland City Sign Code.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, C, D

Case Number: Z-12-044

CITY OF MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT

Applicant: West Company of Midland - Stephen Marcum

Address: 110 W. Louisiana Avenue (432) 687-0865 smarcum@team-west.com
Street Address
Midland Tx 79701
City State Zip Code

Property Owner: SBC GP, LLC - Douglas B. Henson, President

Address: 1811 Heritage BLVD, Suite 200 (432) 552-2040, dbhenson@suddenlinkmail.com
Street Address
Midland Tx 79707
City State Zip Code

Street address and Legal Description of Planned District (complete Lot, Block, and Subdivision Name description below, or, if not in a recorded plat, attach a sealed Metes and Bounds Description:

Westridge Park Addition, Lots 1A 7, Section 16, Block 7, Midland County, Tx

Current PD Classification: PDSC

Requested PD Classification: TBD
(List by tracts if more than one zoning district is requested)

Reason for amendment request: 4 Story hotel - Staybridge Suites

Describe how conditions affecting the property have changed since it was designated its present zone: Currently vacant property.

Will a Specific Use Permit with Term for alcoholic beverage sales be needed? Yes No

FEES:

Single, Planned District amendment: \$550 Multiple, PD proposal: add \$75 per district.

SUBMITTALS:

16 copies of the PD site plan (FOLDED): ✓

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

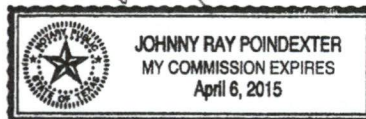
Stephen T. M... who, being by me duly sworn, upon oath says: That (s)he is authorized by Douglas B. Henson, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Stephen T. M...
Authorized Agent (signature)

Subscribed and sworn to before me, this 15 day of January, 2013 to certify which witness my hand and seal of office.

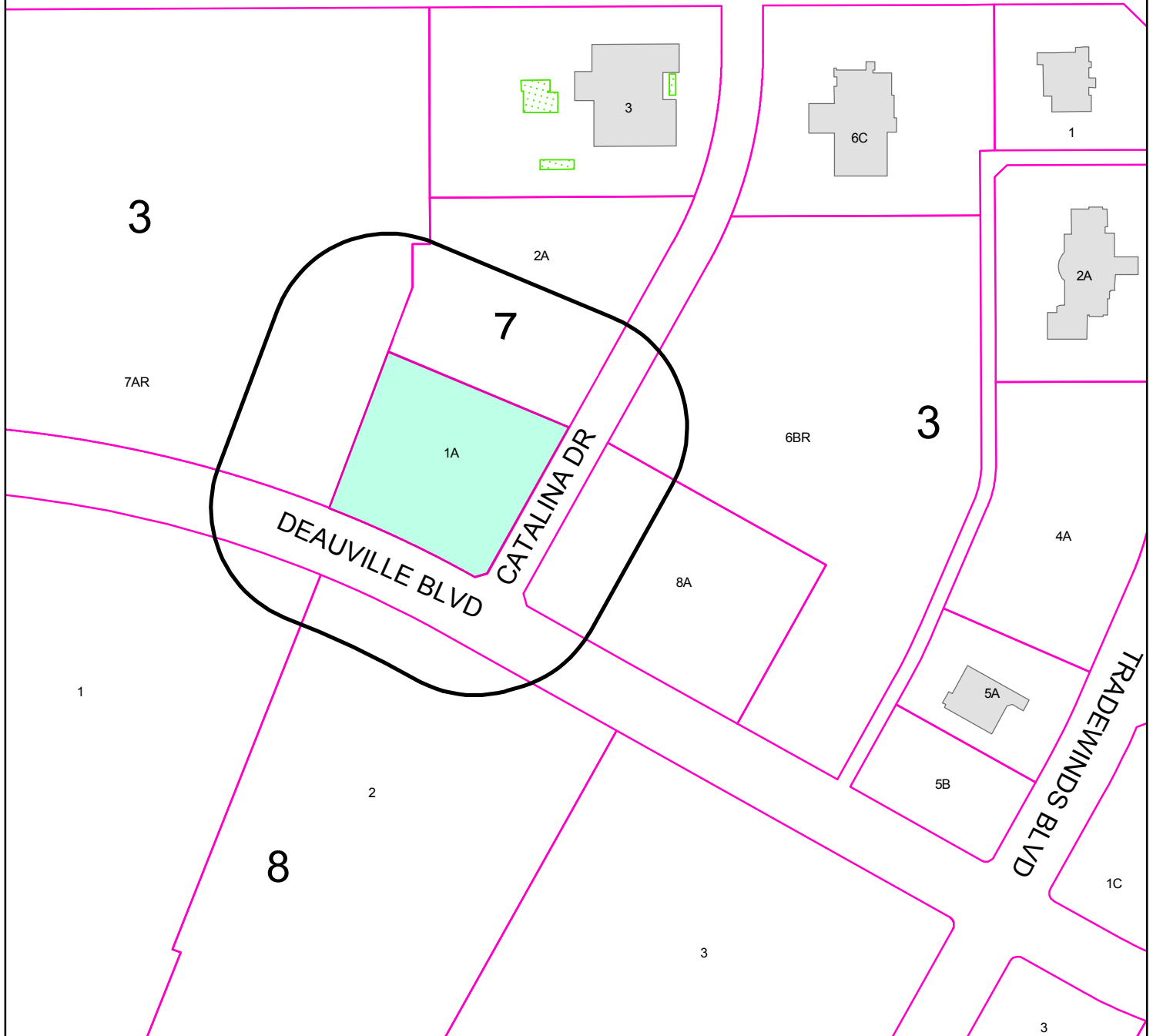
Johnny Ray Poindexter
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>MS</u>	Date: <u>10/5/12</u>
Assigned: <u>MS</u>	
For: <u>P+Z</u>	On: <u>2/4/13</u>



****Application will not be considered for scheduling until reviewed by a planner. ****

ANDREWS HWY



PROPERTY OWNER NOTIFICATION MAP

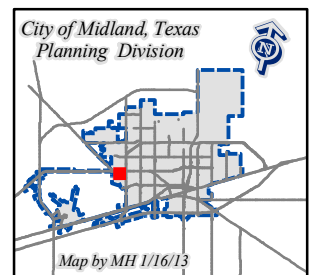
Z - 12 - 044

Scale: 1" = 250'

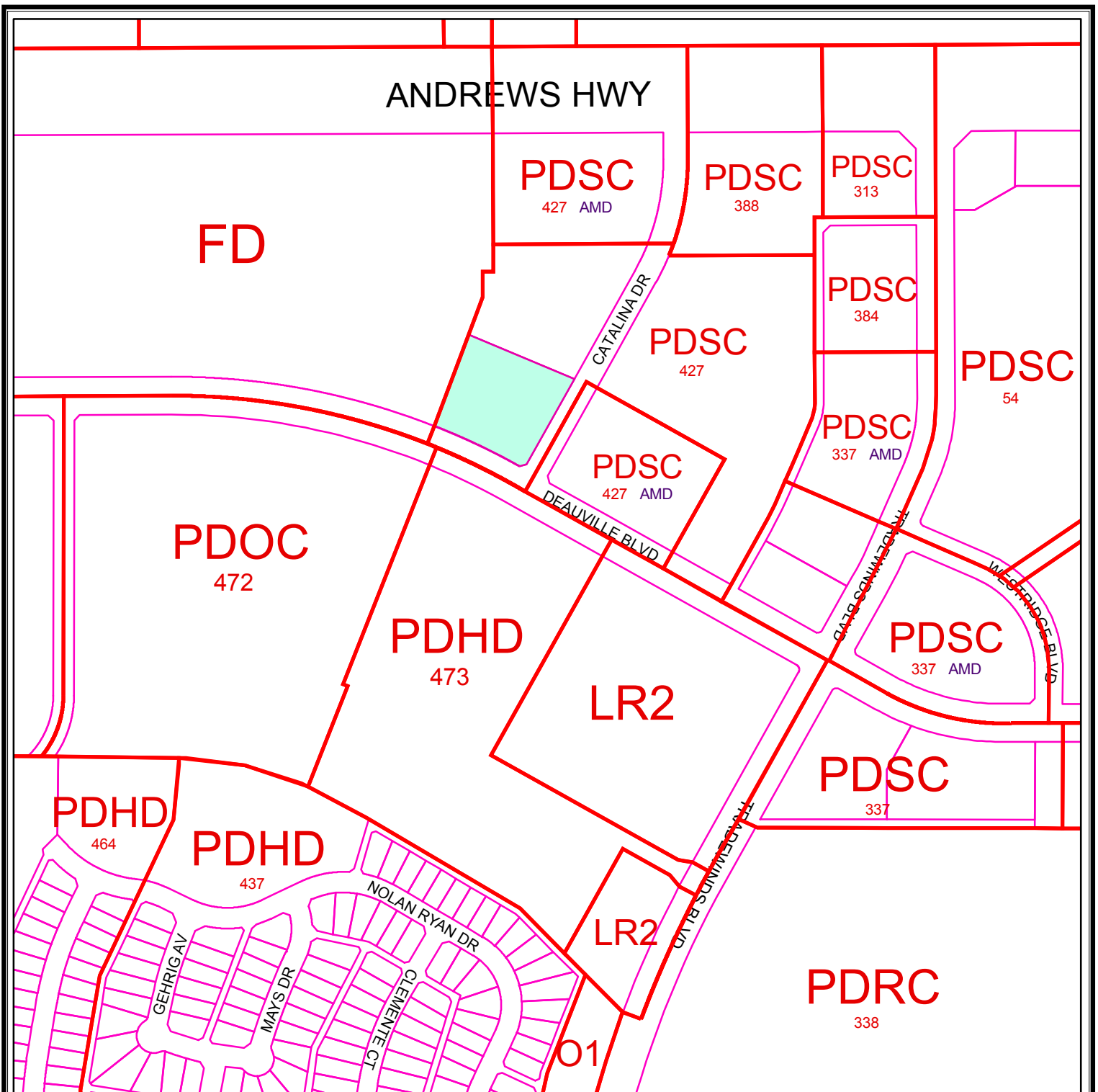
Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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 THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, ZONING, OR OTHER DECISIONS SOLELY ON THE INFORMATION CONTAINED HEREIN



ZONING MAP

Z - 12 - 044

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 1A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

LEGEND

- | | |
|---|---|
| ZONING | CITY PARCELS |
| CITY LIMITS | 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 26, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:33 a.m. and consider an ordinance on a request by Staybridge Suites for a zone change from PD, Planned District for a Shopping Center to an Amended PD, Planned District. (Generally located on the west side of Catalina Drive, approximately 320 feet south of Andrews Hwy.)

Purpose: Hold a public hearing at approximately 10:33 a.m. and consider an ordinance on a request by Staybridge Suites for a zone change from PD, Planned District for a Shopping Center to an Amended PD, Planned District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

This property was previously approved for a retail site in 2008 under a PD, Planned District for a Shopping Center. The applicant has submitted plans to develop a four story hotel with 98 rooms, and is requesting a zone change to an amended PD, Planned District for a Shopping Center. The underlying district for the PD would remain LR-2 for this property, and the proposed hotel would have a maximum building height of 60 feet. The purpose of this application is to amend the Planned District for the property and to adopt the required site plan. No letters of opposition have been received regarding this case.

Attachments: Exhibits A, B, and C

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 2A, BLOCK 7, WESTRIDGE PARK ADDITION, SECTION 22, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF CATALINA DRIVE, APPROXIMATELY 320 FEET SOUTH OF ANDREWS HIGHWAY); 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:

Lot 2A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District.
2. That the development of a hotel on this property shall conform to the conditions shown on Exhibits “A”, “B” and “C”, which are attached hereto and incorporated herein.
3. That the maximum height of the building shall not exceed 60 feet.
4. That the exterior of the building shall be a combination of the materials denoted in Exhibits “B” and “C”.
5. That all fire lanes shall be in compliance with the City of Midland Fire Code and approved by the Fire Marshal.
6. That all driveways shall be in compliance with the Midland City Code.
7. That all signs on this property shall conform to the City of Midland Sign Code.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS ____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



PLEASE BE ADVISED THAT THIS SET OF PLANS HAS BEEN PREPARED FOR BUILDING CODE AND PLAN REVIEW ONLY. THIS SET OF PLANS SHOULD BE CONSIDERED PRELIMINARY AND NOT FOR ANY BIDDING, FINAL ESTIMATE OR CONSTRUCTION. THIS SET OF PLANS SHALL NOT BE DEEMED FINAL UNTIL ALL APPROVALS HAVE BEEN OBTAINED FROM ALL CODE AUTHORITIES HAVING JURISDICTION. ANY BE SUBMITTED BASED ON THIS SET OF PRELIMINARY PLANS IS SUBJECT TO CHANGE AND IS INCOMPLETE.

PROJ. DATE:	11/20/2017
PROJECT #:	1001
FILE NAME:	1001_R1.DWG
DWG. SCALE:	
CHECKED BY:	
DRAWN BY:	

SHEET DESCRIPTION

25.03.2017



① FRONT BUILDING ELEVATION
3/32"=1'-0"

EXTERIOR COLOR LEGEND		
EIFS COLOR 1 COLOR: #6100 PRACTICAL BEGE	EIFS COLOR 2 COLOR: #6081 DOWN HOME	EIFS COLOR 3 COLOR: #6088 FAZER WHITE
HARD-PLANK COLOR 1 COLOR: ARORA BROWN	ASPHALT SHINGLE COLOR: WEATHERED WOOD	CORONADO GUMBO DRYSTACK COLOR: CHARLES
WINDOW TRIM/SHUTTER: #7510 CHATEAU BROWN H/VAC UNIT TO MATCH BACKGROUND WALL		



② SIDE BUILDING ELEVATION
3/32"=1'-0"



PLANNING AND ZONING COMMISSION

February 4, 2013

CASE: Z-12-045.

REQUEST: Hold a public hearing and consider a request for an amended PD, Planned District for a Shopping Center.

APPLICANT: Staybridge Suites.

OWNER: SBC, LP.

REPRESENTATIVE: West Company of Midland.

LEGAL DESCRIPTION: Lot 2A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

LOCATION: Generally located on the northwest corner of the intersection of Deauville Boulevard and Catalina Drive.

CURRENT ZONING: PD, Planned District for a Shopping Center

DETAILS OF REQUEST:

1. This property is presently zoned PD, Planned District for a Shopping Center. The applicant has submitted plans to develop a 4 story hotel with 98 rooms located off of Catalina Dr. The applicant is requesting to amend the PD, Planned District for a Shopping Center that was approved by City Council for the development of office and retail in 2009. Further, before a building permit can be issued, a new or modified site plan must be approved. The underlying district for the PD would remain as LR-2 for this property. The purpose of this application is to amend the Planned District for the property, and to adopt the new site plan.

SURROUNDING ZONING AND LAND USE:

2. The property is located just west of Tradewinds Boulevard off of Catalina Dr. To the northwest of this property is the BMW Dealership, and to the west of it is the 4 story Courtyard Marriott hotel with a maximum height of 61 feet. The property is among 9 other Planned Districts, with LR-2 as the underling zoning for those districts.

ANALYSIS:

3. Two-story hotels are a permitted use in this district, and this would be a four story hotel with a maximum building height of 60 feet. The proposed amount of setback from Catalina Dr. for the building is 20 feet. Staff agrees that this provides an adequate amount of setback given the height of the building and surrounding land uses. Staff has no objection to the proposed building height.

SITE PLAN:

4. Exhibit A is a plan view of the hotel site. Two planned driveways are shown off of Catalina Dr. The southernmost driveway would serve as a joint access easement to accompany the proposed hotel immediately south of this property. This 30 foot access easement continues across the property to its western most property line. Landscaping will comply with the City requirements where at least 10 percent of the lot will be landscaped. The dumpster enclosure will be located near the northwest corner of the building. The dumpster enclosure will be composed of brick, and will match the primary screening wall. The position of the dumpster will require the property owner to contract out its waste service since side pick-up is unavailable.
5. Exhibits B and C represent the elevation views of the proposed hotel. The exterior of the building is shown as a combination of E.I.F.S and tile. We believe the conditions shown on Exhibit B will result in an attractive building compatible with existing development within the area.

PARKING:

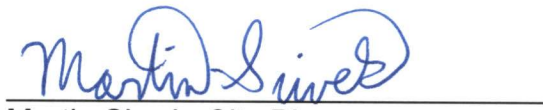
6. The hotel will have a total of 98 rooms. The minimum required parking ratio for a hotel is one space per room, and the applicant has 101 spaces planned along with an additional 5 handicap spaces. Staff agrees that this amount of parking will meet the needs of the hotel.

STAFF RECOMMENDATION:

- A. That the use and development of this property shall conform to the regulations of the LR-2, Local Retail District.
- B. That the development of a hotel on this property shall conform to the conditions shown on the attached site plans, Exhibits A, B, and C in all respects.
- C. That the maximum height of the building shall not exceed 55 feet.

- D. That the exterior of the building shall be a combination of the materials denoted in Exhibits B, and C.
- E. That all fire lanes shall be in compliance per the Fire Marshal's Office.
- F. That all driveways are in compliance with Midland City Code.
- G. All signs on this lot shall conform to the Midland City Sign Code.


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A, B, C

Case Number: Z-12-045

CITY OF MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT

Applicant: West Company of Midland - Stephen Marcum

Address: 110 W. Louisiana Avenue (432) 687-0865 smarcum@team-west.com
Street Address
Midland Tx 79701
City State Zip Code

Property Owner: SBC GP, LLC - Douglas B. Henson, President

Address: 1811 Heritage BLVD., Suite 200, (432) 552-2040, dbhenson@suddenlink
Street Address mail.com
Midland Tx 79707
City State Zip Code

Street address and Legal Description of Planned District (complete Lot, Block, and Subdivision Name description below, or, if not in a recorded plat, attach a sealed Metes and Bounds Description:

Westridge Park Addition, Lots 2A, Section 16, Block 7, Midland County, Tx

Current PD Classification: PDSC

Requested PD Classification: TBD
(List by tracts if more than one zoning district is requested)

Reason for amendment request: 4 Story hotel - Hilton Home 2

Describe how conditions affecting the property have changed since it was designated its present zone: Currently vacant property.

Will a Specific Use Permit with Term for alcoholic beverage sales be needed? Yes No

FEES:Single, Planned District amendment \$550 Multiple, PD proposal: add \$75 per district.**SUBMITTALS:**16 copies of the PD site plan (FOLDED): ✓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

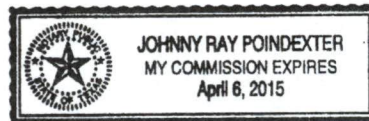
Before me, the undersigned authority, on this day personally appeared

Stephen T. Pearson who, being by me duly sworn, upon oath says: That (s)he is authorized by Douglas B. Henson, 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.

Stephen T. Pearson
Authorized Agent (signature)

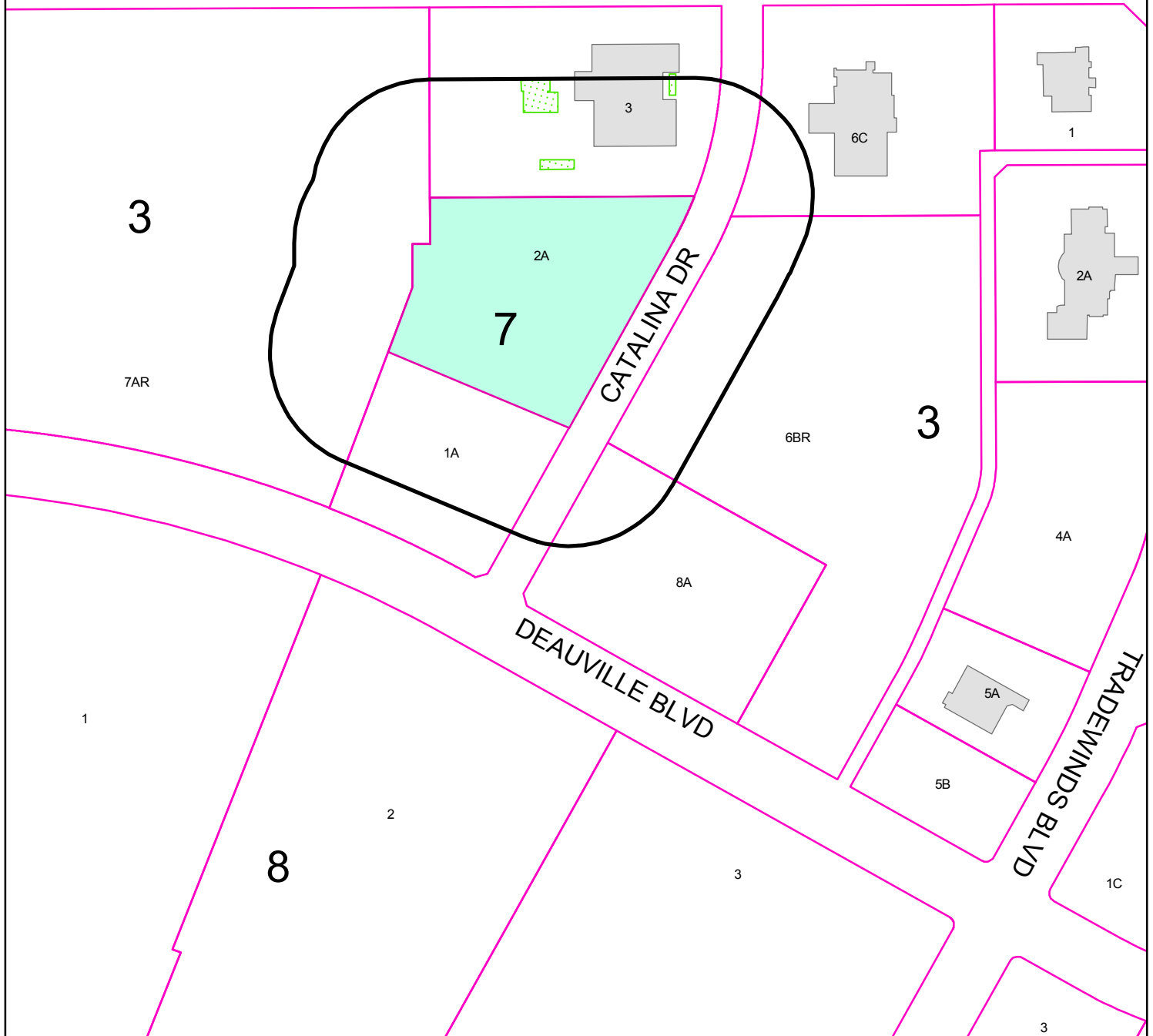
Subscribed and sworn to before me, this 19 day of January, 2013, to certify which witness my hand and seal of office.

Johnny Ray Poindexter
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLYRec'd By: MS Date: _____Assigned: MSFor: P+2 On: 2/4/13

****Application will not be considered for scheduling until reviewed by a planner. ****

ANDREWS HWY



PROPERTY OWNER NOTIFICATION MAP

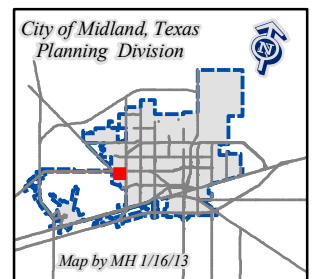
Z - 12 - 045

Scale: 1" = 250'

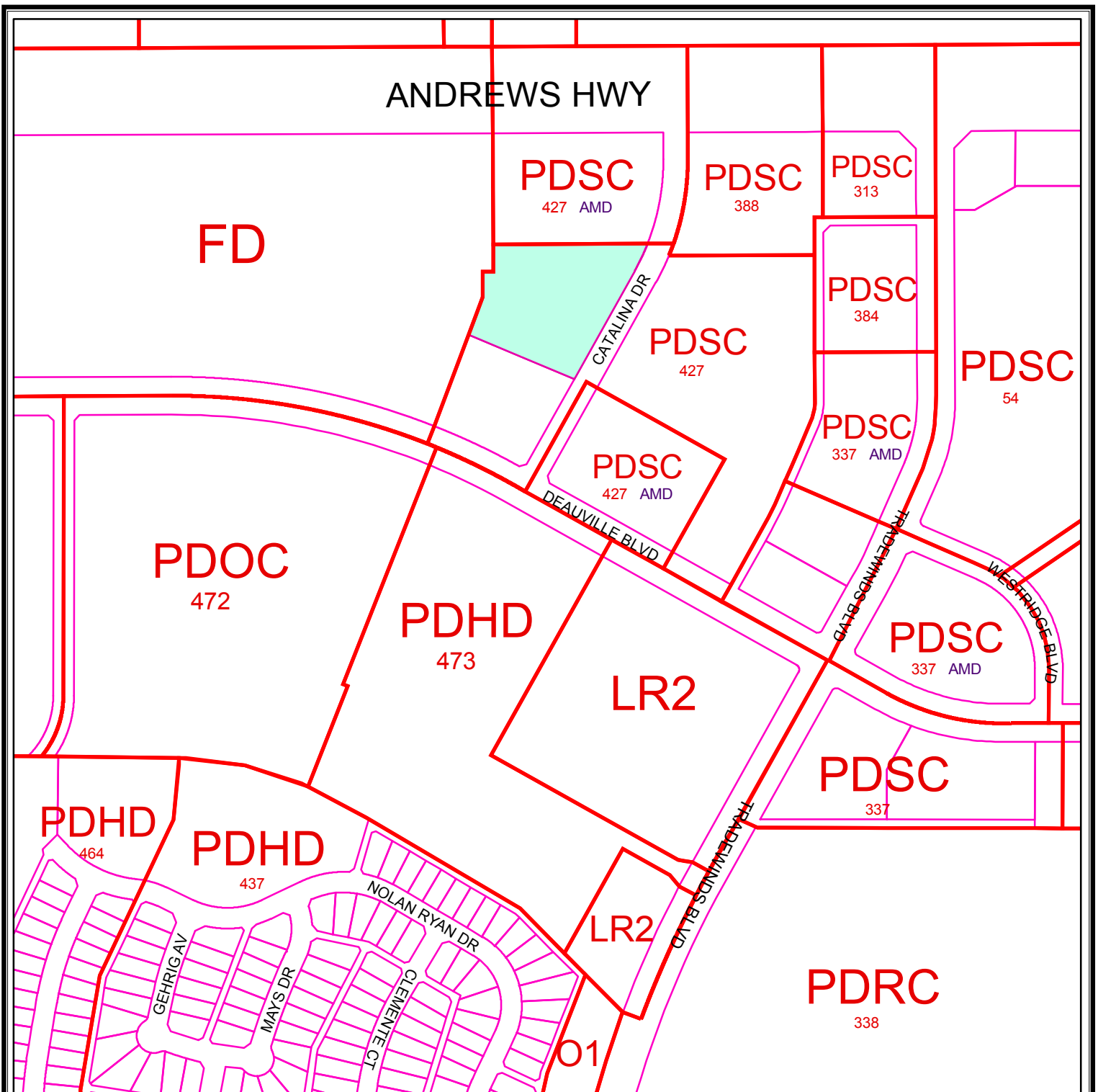
Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 2A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 12 - 045

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on Lot 2A, Block 7, Westridge Park Addition, Section 22, City and County of Midland, Texas.

LEGEND

- | | |
|---|---|
| ZONING | CITY PARCELS |
| CITY LIMITS | 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 26, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Midland SHS Development, L.P. for a Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a hotel. (Generally located on the northeast corner of the intersection of Catalina Drive and Deauville Boulevard.)

Purpose: Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Midland SHS Development, L.P. for a Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a hotel.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this request.

Discussion:

SpringHill Suites hotel is planning on beginning operation in March of 2013. The applicant is requesting a Specific User Permit with Term for the sale of alcoholic beverages for on-premise consumption in its bar and patio area and ballroom. The square footage of the area to be served for the hotel includes 410 square feet for the bar and patio, and 2,952 square feet for the ballroom area. The proposed hours of operation include Monday – Saturday from 4:30 p.m. to 12:00 a.m. (Midnight). The Building Official has approved a total of 200 seats for the combined area. 30 seats would be permitted for the bar and patio area, while 170 seats would be permitted for the ballroom. Staff has no objection to the proposed hours of operation, or assigned occupancy.

Attachments: Exhibit A

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 8A, BLOCK 3, WESTRIDGE PARK ADDITION, SECTION 8, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF CATALINA DRIVE AND DEAUVILLE BOULEVARD), WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; 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 PD, Planned District for a Shopping Center, to-wit:

Lot 8A, Block 3, Westridge Park Addition, Section 8, City and County of Midland, Texas;

is hereby changed to permit said property to be used under a Specific Use Permit With Term for the sale of all alcoholic beverages for on-premises consumption in a bar, together with

the uses permitted in the present PD, Planned District for a Shopping Center.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

- A. That the hotel bar and patio area shall be limited 410 contiguous square feet.
- B. That the hotel ballroom shall be limited to 2,952 contiguous square feet.
- C. That the occupancy for the bar and patio area shall be limited to 30 seats.
- D. That the occupancy for the ballroom shall be limited to 170 seats.
- E. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Saturday from 4:30 p.m. to 12:00 a.m. (Midnight), unless otherwise prohibited by law.
- D. That the sale and on-premise consumption of alcoholic beverages shall conform to all applicable laws established by the City of Midland and the State of Texas.

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

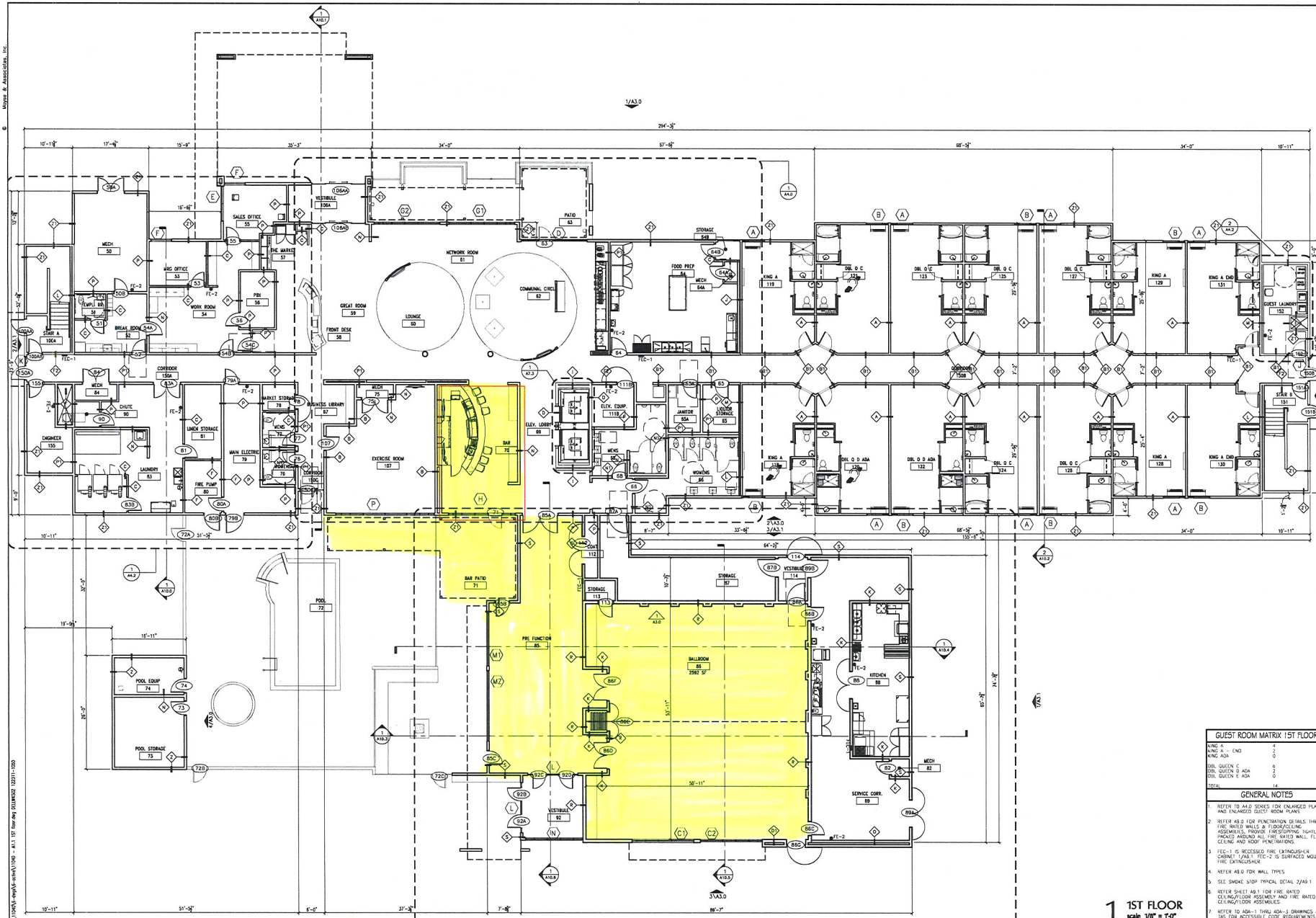
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Attorney

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



1 1ST FLOOR
 scale 1/8" = 1'-0"
 NORTH
 0' 4' 8' 12'
 SCALE: 1/8" = 1'-0"

GUEST ROOM MATRIX 1ST FLOOR	
KING A	2
KING A - END	2
KING ADA	0
QUEEN C	0
QUEEN D ADA	0
QUEEN E ADA	0
TOTAL	14

GENERAL NOTES	
1.	REFER TO A&D SERIES FOR ENLARGED PLANS AND ENHANCED GUEST ROOM PLANS.
2.	REFER A&D FOR PENETRATION DETAILS, THRU-WALL, WALLS & FLOOR/CILING, ASSAULTS, PROVIDE FIRE-RESISTANT RATED PARTITION AROUND ALL FIRE RATED WALL, FLOOR, CEILING AND ROOF PENETRATIONS.
3.	FIG-1 IS REQUIRED FIRE EXTINGUISHER CABINET, TYPE-1, FIG-2 IS SURFACE MOUNTED FIRE EXTINGUISHER.
4.	REFER A&D FOR WALL TYPES.
5.	SEE SMOKE SHOP PHYSICAL DETAIL 2/AND 1.
6.	REFER SHEET A&S.1 FOR FIRE RATED CEILING/FLOOR ASSEMBLY AND FIRE RATED CEILING/FLOOR ASSEMBLY.
7.	REFER TO A&A-1 THRU A&A-3 DRAWINGS AND AS FOR ACCESSIBLE CODE REQUIREMENTS (TYP) IN GUEST ROOM AND APPLICABLE AREAS. REQUIREMENTS SHALL COMPLY WITH TEXAS ACCESSIBLE GUIDANCE (TAG) OF ARCHITECTURAL BARRIER SECTION (TYP).
8.	REFER TO A&B.2 & A&B.3 FOR FPD FLAT ROOF DETAILS.
9.	ALL DIMENSIONS ARE TO FACE OF SLID LIND.
10.	PROVIDE CORNER GUARDS AT ALL OUTSIDE CORNERS IN ALL CORRIDORS, 1" TYPICAL, AND IN ALL GUESTROOMS 3/4" TYPICAL CALLED OUT AS C.E.
11.	ALL DOORS SHALL BE 4' FROM THE WALL UNLESS NOTED.

MAYSE & ASSOCIATES, INC.
 Architecture - Planning - Interior Design

14050 Quantum Dr. Suite 201
 Dallas, Texas 75254
 T: (972) 386-0338 F: (972) 386-6578

SpringHill Suites
 Midland by Marriott

1400 Caroline Drive
 Midland, TX

SPRINGHILL SUITES
 Marriott

Insignia Hospitality Group
 6900 Homestead Blvd.
 Midland, TX

ISSUE DATE:
 12-16-11 - ISSUE FOR PERMIT

checked by
 project manager: JAS
 date:
 division manager: RKS
 date:
 job no.: T1040
 sheet title:
 1ST FLOOR PLAN
 sheet no.:

PLANNING AND ZONING COMMISSION

February 4, 2013

CASE: S-12-015

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a hotel and bar.

APPLICANT/OWNER: Midland SHS Development, LP.

LEGAL DESCRIPTION: Lot 8A, Block 3, Westridge Park Addition, Section 18, City and County, Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of Catalina Drive and Deauville Boulevard

CURRENT ZONING: PD, Planned District for a Shopping Center

DETAILS OF REQUEST:

1. The SpringHill Suites hotel is set to begin operation in March. The applicant is requesting a Specific User Permit with Term for the sale of alcoholic beverages in its bar area and ballroom. The square footage of the area to be served for the hotel includes 410 square feet for the bar and 2,952 square feet for the ballroom. The applicant is requesting 200 seats for the ballroom and 15 seats for the bar area. Hours of operation being requested for this permit include Monday – Saturday from 4:30 p.m. to 12:00 a.m. (Midnight).

SURROUNDING ZONING AND LAND USE:

2. The hotel is located in a PD, Planned District for a Shopping Center, subject to LR-2, Local Retail District standards. There are three specific use permits for the sale of alcoholic beverages located near the property. One permit is located to the east along Tradewinds Boulevard for a restaurant, and the other two permits are located north of the aforementioned property also along Tradewinds Boulevard. One permit is for a lounge located within the Courtyard hotel and another is for the restaurant Clear Springs Café. Three other proposed hotels are planned in the area for future development.

ANALYSIS:

3. The SpringHill Suites hotel has a maximum floor area of 3,002 square feet between the hotel's bar area and ballroom. The Building Official will accept issuing a total of 200 seats for all floor area. The bar and patio area will be permitted for 30 seats, and the ballroom area will be permitted for 170 seats. Staff finds the proposed hours for serving alcohol for both the bar and ballroom area acceptable as proposed: Monday – Saturday 4:30 p.m. – 12:00 a.m. (Midnight).

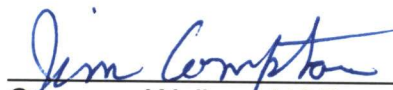
STAFF RECOMMENDATION:

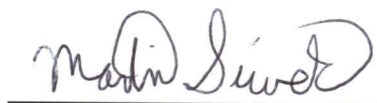
We recommend approval of the request for an Amended Specific Use Permit with Term for on-premise consumption of alcoholic beverages in a Restaurant, together with the uses permitted in the LR-2, Local Retail District, subject to the following conditions:

- A. That the bar area shall be limited to 410 square feet in contiguous area and the ballroom limited to 2592 square feet in contiguous area.
- B. That the occupancy of the bar and patio area be restricted to 30 seats.
- C. That the occupancy of the ballroom area be restricted to 170 seats.
- D. That alcoholic beverages may be sold only during the hours specified as follows:

Monday through Saturday from 4:30 p.m. to 12:00 a.m.

- E. That the sale of alcoholic beverages for on-premise consumption shall comply with Section 11-1-10(C)(1)(a) of the City Code.
- F. That the sale of alcoholic beverages shall comply with all TABC requirements.


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Martin Siwek, City Planner
Department of Development Services

Attachments:

Application
Maps
Exhibits A and B

Case Number: S-12-015

CITY OF MIDLAND
Planning Division

**APPLICATION FOR A SPECIFIC USE PERMIT WITH TERM
FOR THE SALE OF ALCOHOLIC BEVERAGES
FOR ON-PREMISE CONSUMPTION**

Midland SHS Development, LP. 432-699-0989

Applicant Name Phone/e-mail

4410 N. Midkiff, Suite D212 Midland, Texas 79705

Address Zip Code

SAME

Property Owner Name Phone/e-mail

Address Zip Code

Operator (if different from Applicant or Property Owner) Phone/e-mail

Address Zip Code

Type of Business: Hotel w/Bar & Conference Room
(Restaurant, Bar, Lounge, Nightclub, etc.)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, name, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)

5716 Deauville Blvd. Lot 8A, Block 3, Westridge Park Addition, Section 18

Current Zoning: PD-SC

Ballroom: 2592 sq. ft. Ballroom: +/- 200 seats

Max. Floor Area: Bar: 410 sq. ft. Seating Capacity: Bar: 15 seats

Proposed hours and days of alcoholic beverage sales: Monday-Saturday, 4:30 pm to 12 Midnight (Bar)

Ballroom per event only. _____

Reason for request: Bar inside new hotel

REQUIRED SUBMITTALS

1. Application fee: \$300 X.

2. Site plan – 16 copies (FOLDED) X.
3. On a CD in .pdf and .jpg digital format X.

SIGNATURES:

Applicant: _____ Date: _____

Property Owner: _____ 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 Midland SHS Development, 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 4 day of December, 20 12, to certify which witness my hand and seal of office.

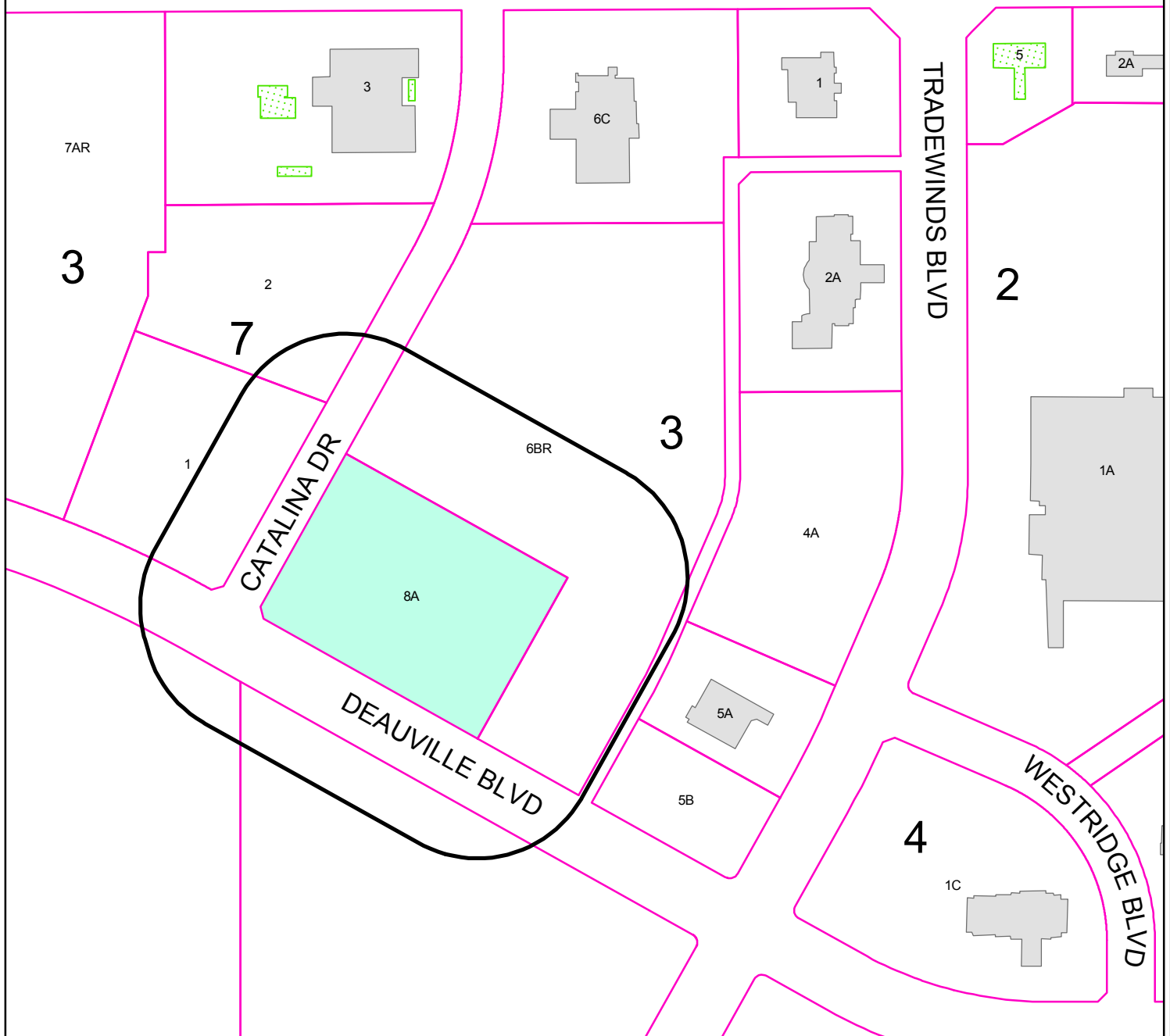
Sheri Mullins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>Am</u>	Date: <u>12/4/12</u>
Assigned: <u>MS</u>	
For: <u>P+Z</u>	On: <u>2/4/13</u>



****Application will not be considered for scheduling until reviewed by a planner.****

ANDREWS HWY



PROPERTY OWNER NOTIFICATION MAP

S - 12 - 015

Scale: 1" = 250'

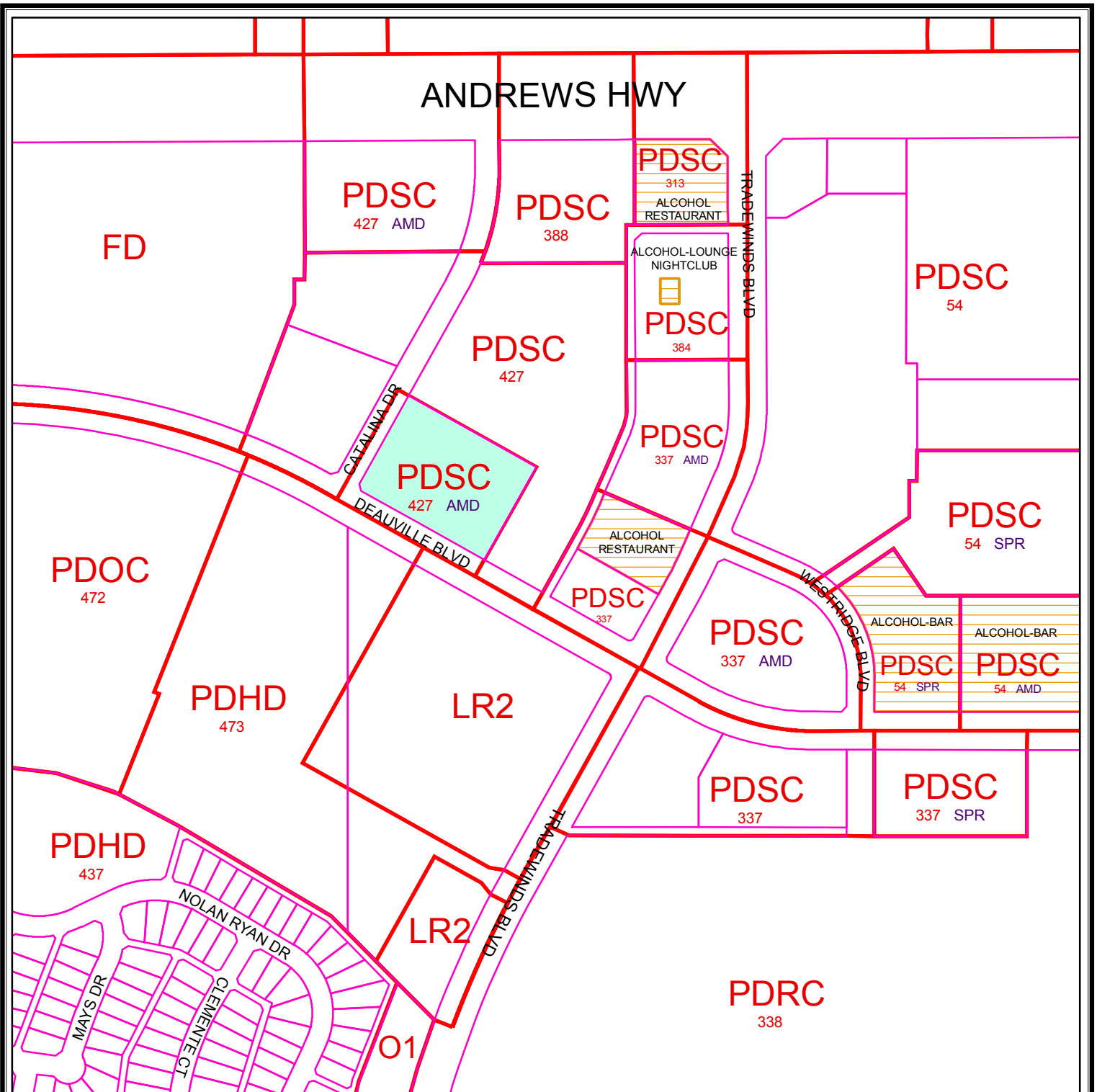
Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, on Lot 8A, Block 3, Westridge Park Addition, Section 8, City of Midland, Midland County, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 12 - 015

Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, on Lot 8A, Block 3, Westridge Park Addition, Section 8, City of Midland, Midland County, Texas.

LEGEND

 ZONING PARCELS SPECIFIC USE PERMITS

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: 2/26/2013

TO: City Council / City Manager

FROM: Stuart Purvis / Utilities Director

SUBJECT: At approximately 10:39 a.m. hold a public hearing to consider a resolution authorizing the Department of Utilities to cause to be published, in the Midland Reporter-Telegram, all notices required pursuant to Chapter 26 of the Texas Parks and Wildlife Code of Public Hearing regarding the City's intent to execute a temporary right-of-way license with Oncor Electric Delivery Company, L.L.C., across a portion of Windlands Park

Purpose:

To consider a resolution authorizing the Department of Utilities to cause to be published, in the Midland Reporter-Telegram, all notices required pursuant to Chapter 26 of the Texas Parks and Wildlife Code of Public Hearing regarding the City's intent to execute a temporary right-of-way license with Oncor Electric Delivery Company, L.L.C., across a portion of Windlands Park.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No fiscal impact.

Discussion:

The construction of the Windlands Park Water Reclamation Facility will require the installation of buried power across the park site. This temporary Right-of-Way License will grant the ability to temporarily install that line. Oncor will bury this power line and the construction contractor will return the site to its original condition.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
TEMPORARY RIGHT OF WAY LICENSE AGREEMENT
WITH ONCOR ELECTRIC DELIVERY COMPANY,
L.L.C., FOR THE INSTALLATION AND
MAINTENANCE OF UNDERGROUND ELECTRICAL
POWER LINES ACROSS THE SOUTHWEST PORTION
OF WINDLANDS PARK IN MIDLAND, TEXAS; SAID
UNDERGROUND ELECTRICAL POWER LINES WILL
LINK THE CITY'S WINDLANDS PARK WATER
RECLAMATION FACILITY TO THE NEAREST
EXISTING UTILITY POLES WHICH ARE
APPROXIMATELY EIGHT-HUNDRED-THIRTY FEET
(830') WEST OF THE FACILITY**

WHEREAS, within the southwest portion of Windlands Park, approximately 1,800 feet west of A Street, and approximately 500 feet north of Ventura Avenue, in Midland, Texas, is the City's new Windlands Park Water Reclamation Facility ("Facility"); and

WHEREAS, in order for said Facility to operate, Oncor Electric Delivery Company, LLC, must bury electrical power lines across a portion of Windlands Park, beginning at the Facility and then in a westerly direction approximately 830 feet to the nearest existing utility pole(s), as shown on the map attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds that a Temporary Right-of-Way License granted to Oncor Electric Delivery Company, LLC, for the burying of said electrical power lines, is the most feasible and prudent manner in which to accomplish the installation of said electrical power lines, thus enabling operation of the Facility; and

WHEREAS, pursuant to Chapter 26 of the Texas Parks and Wildlife Code, after proper notice, public hearing and consideration of clearly enunciated local preferences, the City Council finds that there is no feasible and prudent alternative to granting a Temporary Right-of-Way License to Oncor Electric Delivery Company, LLC, for the burying of said electrical power lines; and

WHEREAS, pursuant to Chapter 26 of the Texas Parks and Wildlife Code, after

proper notice, public hearing and consideration of clearly enunciated local preferences, the City Council finds that the project includes all reasonable planning to minimize harm to the land, as a park, resulting from the burying of said electrical power lines across the said portion of Windlands Park; and

WHEREAS, the Council finds it to be in the public interest to authorize the execution of a Temporary Right-of-Way License with Oncor Electric Delivery Company, LLC, for the installation of said underground electrical power lines across the said portion of Windlands Park;

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 for all 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 Temporary Right-of-Way License with Oncor Electric Delivery Company, LLC, for the installation of said underground electrical power lines across the said portion of Windlands Park, said agreement being on file in the office of the City Secretary, referenced by the date and number of this Resolution.

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., 2013, 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

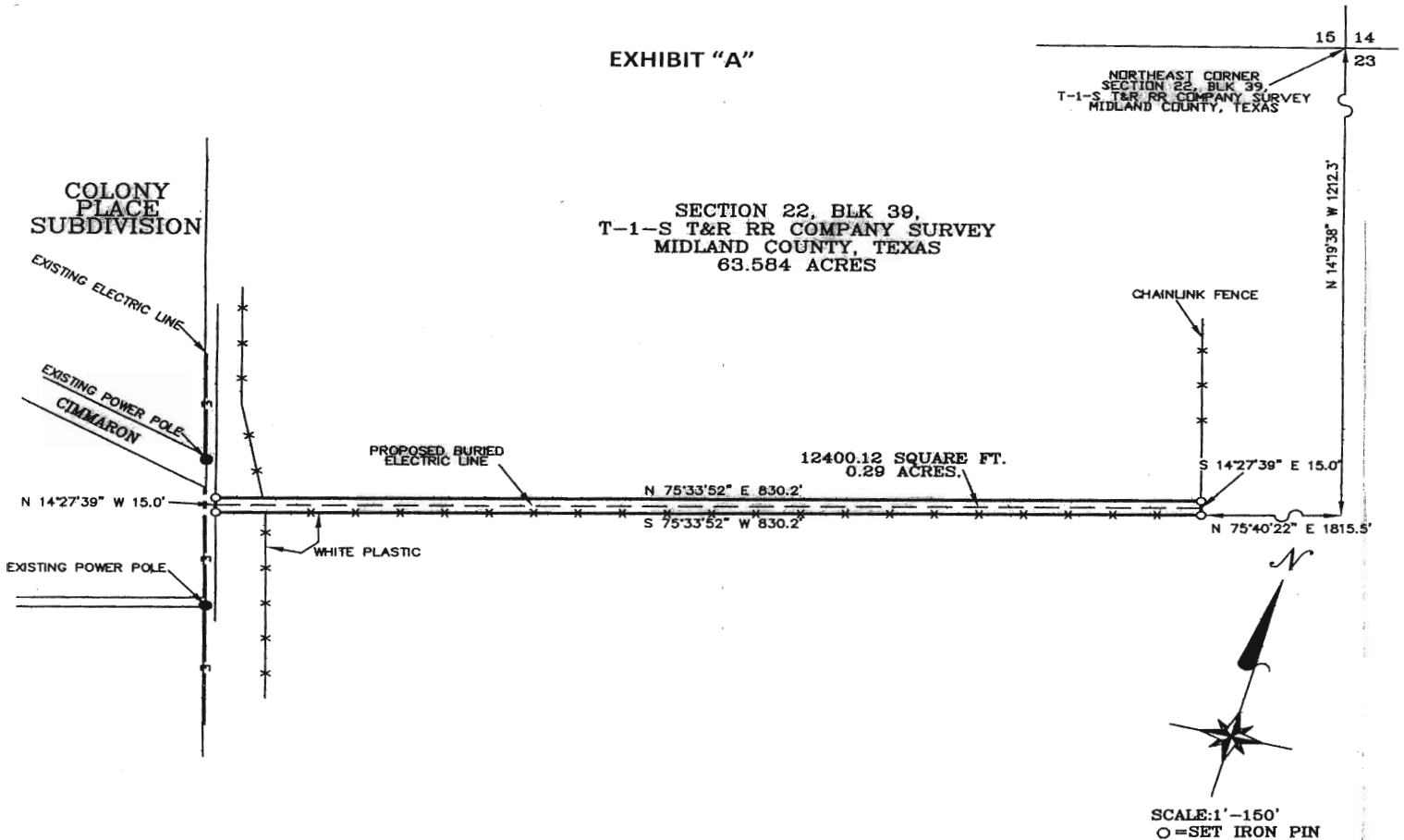
APPROVED AS TO FORM:

Tina Jauz, Community Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A 0.29 ACRE TRACT FOR A PROPOSED BURIED ELECTRIC LINE EASEMENT LOCATED IN A 63.584 ACRE TRACT OUT OF SECTION 22, BLOCK 39, T-1-S, T&P RR COMPANY SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at an iron pin set in a fence line in a 63.584 acre tract out of Section 22, Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, for the southeast corner of this tract, from which point the northeast corner of said Section 22 bears N 75° 40' 22" E, 1815.5 feet and N 14° 19' 38" W, 1212.3 feet;

THENCE S 75° 33' 52" W, with said fence line, 830.2 feet to an iron pin set in the west line of said 63.584 acre tract and in the east line of Colony Place Subdivision, a subdivision to the City of Midland, Midland County, Texas, for the southwest corner of this tract;

THENCE N 14° 27' 39" W, with the east line of said Colony Place Subdivision and the west line of said 63.584 acre tract, 15.0 feet to an iron pin set in the east line of said Colony Place Subdivision and in the west line of said 63.584 acre tract, for the northwest corner of this tract;

THENCE N 75° 33' 52" E, 830.2 feet to an iron pin set in a fence line, for the northeast corner of this tract;

THENCE S 14° 27' 39" E, with said fence line, 15.0 feet to the place of beginning and containing 12400.12 square feet or 0.29 acres of land.

Dated: August 17, 2012

STARK SURVEYING, LLC

By:



Jimmie Robert Stark
Registered Professional Land Surveyor

SS Job No. 82769
Oncor Electric Delivery

District: MIDLAND

WR#: 3169186

ER#: _____

LICENSE AND RIGHT OF WAY

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MIDLAND

§

§

That, **CITY OF MIDLAND, TEXAS, a home rule municipality**, hereinafter called "Licensor," for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Licensor in hand paid by **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Licensee", has granted and by these presents does grant unto said Licensee, its successors and assigns, a license and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Licensor's land described as follows:

BEING IN SECTION 22, BLOCK 39, T-1-S, T&P Ry. COMPANY SURVEY, MIDLAND COUNTY, TEXAS TO WHICH REFERENCE IS HEREBY MADE.

THE FIFTEEN FOOT (15') WIDE LICENSE HEREIN GRANTED IS DESCRIBED BY METES AND BOUNDS AND DEPICTED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

This Agreement shall be for a term of twenty-five (25) years, commencing with the date of this Agreement, the "Commencement Date," unless terminated earlier as provided hereafter. This Agreement shall automatically renew in successive ten (10) year terms unless either party gives at least one-hundred-eighty (180) days written notice to the other party of its intent not to renew this Agreement. The parties shall have the option to terminate this Agreement at any time, for any or no reason, without penalty, upon giving the other party written notice at least two (2) years in advance of such termination. The parties to this Agreement understand and agree that either party may cancel this Agreement during the term of the Agreement, or any renewal thereof, without penalty by providing such two year termination notice. The parties have no expectation and have received no assurance that this Agreement will not be terminated before the end of its term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time. All work under this Agreement shall be

suspended immediately upon termination of the Agreement becoming effective.

Together with the right of ingress and egress along and upon said license and right-of-way and over and across Licensor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to prevent excavation within the license area; the right to prevent construction of, within the license area, any and all buildings, structures or other obstructions which, in the sole judgment of Licensee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said license area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Licensee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Licensor shall not make changes in grade, elevation or contour of the land or impound water within the license area as described above without prior written consent of Licensee.

Licensor reserves the right to use the land within the above described license area for purposes not inconsistent with Licensee's use of such property, provided such use shall not, in the sole judgment of the Licensee, interfere with the exercise by the Licensee of the rights hereby granted.

Licensor expressly reserves the right to use the surface of, the subsurface below or the airspace above the land covered by this Agreement for any public purpose allowed by law, deemed necessary by the Licensor and consistent with park purposes, taking into consideration the safety of the public, the rights granted herein to Licensee and Licensee's recommendations.

The parties to this Agreement understand and agree that this Agreement is a temporary license, and is not for the sale of land previously designated as a park. This Agreement grants to Licensee a temporary license only and not a perpetual property interest.

STANDARD GENERAL CONDITIONS

1. ASSIGNMENT

Licensee 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 Licensor except that Licensee may assign or transfer this easement to a successor entity responsible for the delivery of electricity in Midland, Texas. The issue on whether or not to grant consent to an assignment is in the sole discretion of the Licensor.

2. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES

LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, EXCEPT THAT LICENSEE DOES NOT RELEASE LICENSOR FROM CLAIMS ARISING OUT OF LICENSOR'S NEGLIGENCE OR WILFUL MISCONDUCT.

3. GOVERNING LAW AND VENUE

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

4. REGULATED UTILITY

It is expressly understood and agreed that Licensee shall perform all work and services described herein as a Public Utility commission of Texas regulated utility and not as an officer, agent, servant or employee of the Licensor; 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 the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder by Licensee 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 assume all of the rights, obligations and liabilities, applicable to it as a regulated public utility hereunder. The Licensor does not have the power to direct the order in which the work is done. The Licensor shall not have the right to control the means, methods or details of the Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

5. 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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of the Licensor, notice in writing (consisting of one original and seven copies of notice

attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Licensee 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 Licensors from any liability whatsoever. The Licensors are under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensors reserve the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

6. INDEMNITY

LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSORS AND ALL OF LICENSORS' 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 LICENSEE, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, LICENSEE'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSORS OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSORS AND ALL OF LICENSORS' OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, ACCIDENTAL DEATH, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES

RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'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 LICENSEE OR LICENSEE'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 LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

7. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

8. THIRD-PARTY BENEFICIARY

The Licensor'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.

9. ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, LICENSEE AND LICENSOR AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER, 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 LICENSEE AND LICENSOR SPECIFICALLY AGREE THAT IF ONE OF THEM 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 OTHER PARTY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE OR LICENSOR MIGHT OTHERWISE BE ENTITLED. LICENSEE AND LICENSEE AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. LICENSEE

AND LICENSOR ACKNOWLEDGE THAT BOTH UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE LICENSEE AND LICENSOR FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE LICENSOR AND THE LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY. THE LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

10. CONSIDERATION

The terms of this Agreement are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

11. AS IS - LICENSEE ENTERS INTO THIS AGREEMENT WITH THE UNDERSTANDING THAT THE PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT COMES "AS IS AND WITH ALL FAULTS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY LICENSOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. THE LICENSEE ACKNOWLEDGES THAT LICENSEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY LICENSOR WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING UPON LICENSEE'S EXAMINATION OF THE PROPERTY. LICENSEE ALSO RECOGNIZES THAT THE LICENSEE ENTERS INTO THIS AGREEMENT WITH THE UNDERSTANDING THAT THE PROPERTY COMES "AS IS AND WITH ALL FAULTS," THAT LICENSEE AGREES TO MAKE LICENSEE'S OWN APPRAISAL OF THE PROPERTY AND TO ACCEPT THE RISK THAT LICENSEE MAY BE WRONG. LICENSOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PROPERTY THAT IS THE SUBJECT OF THIS AGREEMENT. IN NO EVENT SHALL LICENSEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE LICENSEE ENTERS INTO THIS AGREEMENT UNDER THE EXPRESS UNDERSTANDING THE PROPERTY IS ACCEPTED "AS IS AND WITH ALL FAULTS," EXCLUDING EXPRESS OR IMPLIED WARRANTIES.

12. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS -

Licensee, at all times during the term of this Agreement, and regarding in any way whatsoever the work that is contemplated by this agreement, shall conform and abide by any and all applicable federal, state and local laws, regulations, rules and ordinances. Licensee and Licensor agree that Licensee's failure to abide by the provisions of this paragraph constitute grounds for the immediate termination of this Agreement.

EXECUTED this ___ day of January, 2013.

CITY OF MIDLAND, A HOME RULE MUNICIPALITY

By: _____
W. WESLEY PERRY
TITLE: MAYOR

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **W. WESLEY PERRY** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of CITY OF MIDLAND as the Mayor thereof and for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of January, 2013.

Notary Public in and for the State of Texas

ATTEST:

APPROVED AS TO FORM:

By: _____
Amy M. Turner, City Secretary

Keith Stretcher, City Attorney

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

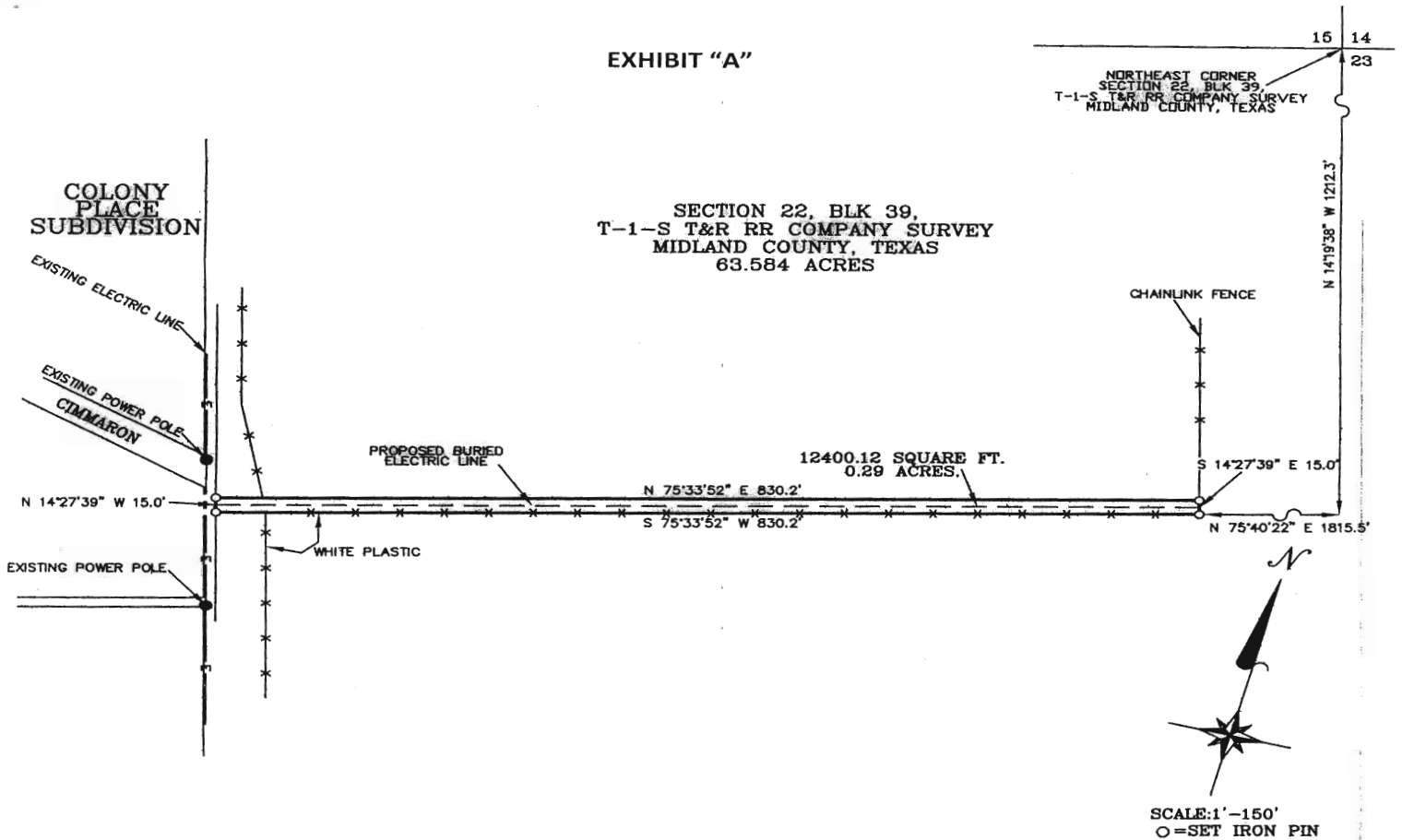
BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is

subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **ONCOR ELECTRIC DELIVERY COMPANY LLC** for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of January, 2013.

Notary Public in and for the State of _____

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A 0.29 ACRE TRACT FOR A PROPOSED BURIED ELECTRIC LINE EASEMENT LOCATED IN A 63.584 ACRE TRACT OUT OF SECTION 22, BLOCK 39, T-1-S, T&P RR COMPANY SURVEY, MIDLAND COUNTY, TEXAS:

BEGINNING at an iron pin set in a fence line in a 63.584 acre tract out of Section 22, Block 39, T-1-S, T&P RR Company Survey, Midland County, Texas, for the southeast corner of this tract, from which point the northeast corner of said Section 22 bears N 75° 40' 22" E, 1815.5 feet and N 14° 19' 38" W, 1212.3 feet;

THENCE S 75° 33' 52" W, with said fence line, 830.2 feet to an iron pin set in the west line of said 63.584 acre tract and in the east line of Colony Place Subdivision, a subdivision to the City of Midland, Midland County, Texas, for the southwest corner of this tract;

THENCE N 14° 27' 39" W, with the east line of said Colony Place Subdivision and the west line of said 63.584 acre tract, 15.0 feet to an iron pin set in the east line of said Colony Place Subdivision and in the west line of said 63.584 acre tract, for the northwest corner of this tract;

THENCE N 75° 33' 52" E, 830.2 feet to an iron pin set in a fence line, for the northeast corner of this tract;

THENCE S 14° 27' 39" E, with said fence line, 15.0 feet to the place of beginning and containing 12400.12 square feet or 0.29 acres of land.

Dated: August 17, 2012

STARK SURVEYING, LLC

By:



Jimmie Robert Stark
Registered Professional Land Surveyor

SS Job No. 82769
Oncor Electric Delivery



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 26, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-12-018, Ronald "Shawn" Van Meter

Purpose:

Hold a public hearing at approximately 10:42 a.m. and consider an ordinance on a request by Ronald "Shawn" Van Meter for a Specific Use Permit Without Term for an Accessory Building for Living and Sleeping Quarters.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No City funds are required to approve this request.

Discussion:

Mr. Van Meter owns the home at 2409 W. Shandon Avenue, within a 1F-1, One-Family Dwelling District. The applicant is requesting a Specific Use Permit for an accessory building for living and sleeping quarters for his mother. The accessory building would be a 326 sq. ft. building on the northwest side on the rear portion of the principal residence. The accessory building will have Hardiplank siding, painted to match the principle residence, and composite shingles similar to the principle residence. The rear yard is enclosed in a 6' wooden fence on the western and southern portion (this fence will be replaced with an 8' wooden privacy fence), and an 8' cinderblock privacy fence on the eastern portion. The applicant's request is consistent with all of the Planning and Zoning Commission policy guidelines regarding such permits, including not exceeding 35% of the principal residence floor area; avoiding vehicular access to the accessory dwelling from the adjacent alley; no accessory building doors which can be accessed from the adjacent alley; and the occupants being family members. Staff received three letters of objection from individuals *outside* the 200' property notification boundary regarding this request. The Planning and Zoning Commission voted unanimously for approval, and staff concurs, subject to the conditions listed in the attached ordinance proposal.

Attachments: February 4, 2013 Staff Report; Exhibits A and B; Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF LOT 5, BLOCK 6, FANNIN TERRACE ADDITION, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SHANDON AVENUE, APPROXIMATELY 180 FEET EAST OF LANHAM STREET), WHICH IS PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS; 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 and 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 health, safety and general welfare will be best served by the granting of a Specific Use Permit Without Term, set out hereinafter, subject to the special conditions and restrictions 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 1F-1, One-Family Dwelling District, to wit:

Lot 5, Block 6, Fannin Terrace Addition, Section 3, City and County of Midland, Texas;

is hereby changed to permit same to be used under a Specific Use Permit Without Term for

an accessory building to be used for living or sleeping quarters, together with the uses permitted in a 1F-1, One-Family Dwelling District, subject to the following conditions:

1. That the accessory building shall conform to the conditions on Exhibits “A” and “B”, which are attached hereto and incorporated herein.
2. That the accessory building shall not exceed 330 square feet in area.
3. That the accessory building shall be single-story.
4. That one fire rated exterior wall shall be required due to the 3-foot side yard setback.
5. That vehicular access shall be prohibited from the alley.
6. That the use of the accessory building for living or sleeping quarters shall be limited to family members or guests of the occupant of the primary residence; the accessory building shall not be rented out as a separate residence or used for any commercial purpose.
7. That the applicant shall obtain a Certificate of Occupancy prior to using the accessory building for living or sleeping quarters to ensure that the conditions of this permit are satisfied.
8. 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, as notice to any subsequent purchaser of this property that said accessory structure shall not be rented out as a separate residence or used for any commercial purpose.

SECTION TWO. 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 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 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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

James R. Nichols, Assistant City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Fence Wooden Privacy 8'

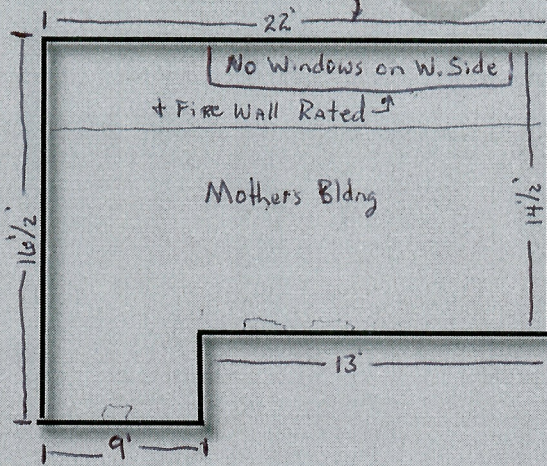
Gate to
W. Side

Wooden Privacy Fence 8'

Gate to Alley

Sidewalk to Alley

Cinderblock Privacy Fence
8 Tall



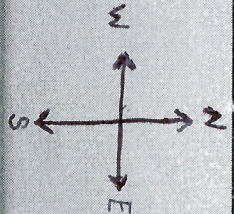
Concrete

Concrete Patio

Approx 1700 sq ft

Main Residence

2409 W. Shandon Ave



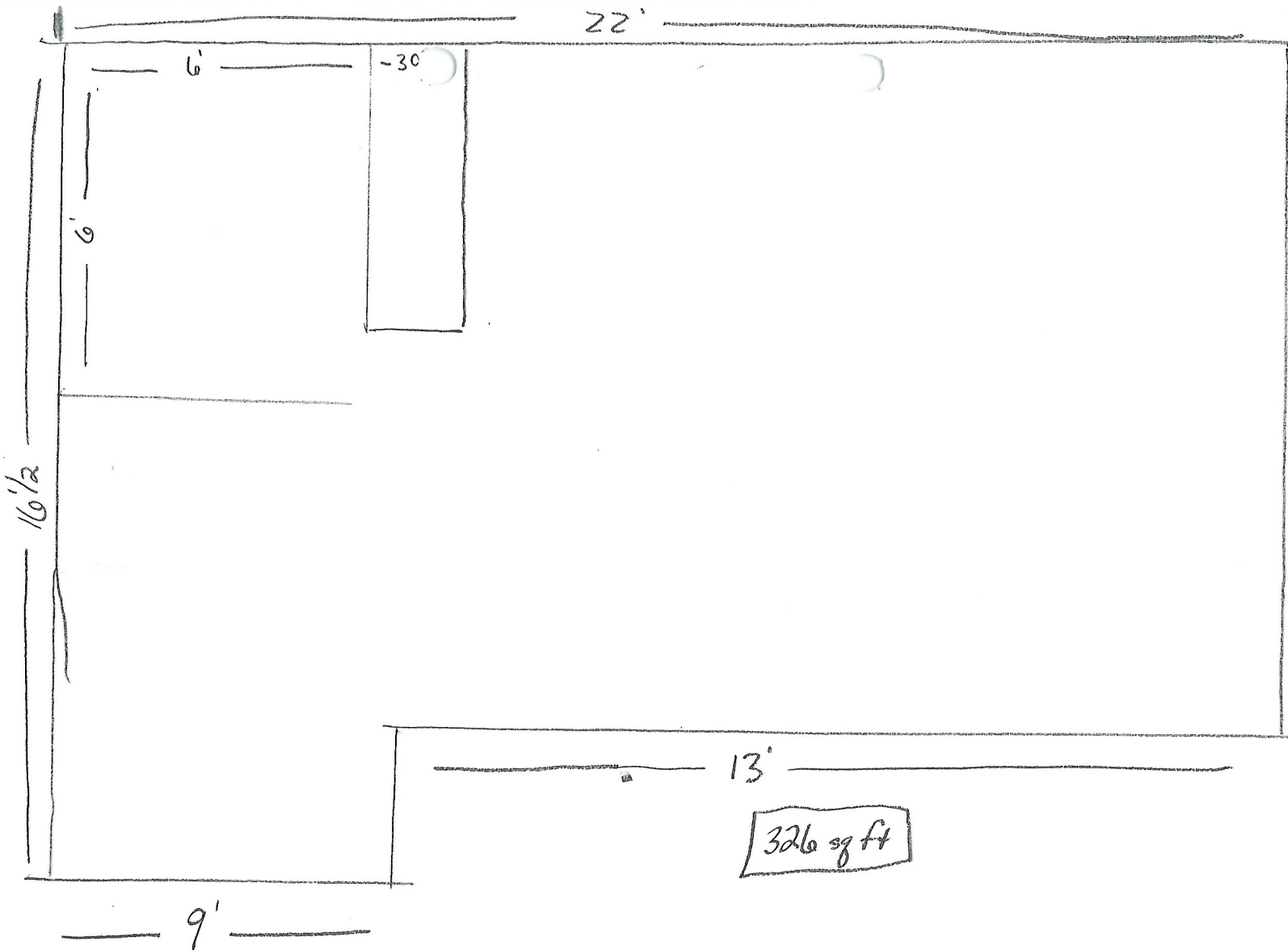
RECEIVED

DEC 20 2012

CITY OF MIDLAND
PLANNING DIVISION OFFICE

CASE NO. S-12-018

EXHIBIT A



Height + Materials

8ft walls

4 $\frac{3}{4}$ 12 pitch - Total height of 11'

Hardi Siding - Painted to match

Composite shingles to match main residence

CASE NO. S-12-018

EXHIBIT B

RECEIVED

JAN 7 2013

CITY OF MIDLAND
PLANNING DIVISION OFFICE

PLANNING AND ZONING COMMISSION

February 4, 2013

CASE: S-12-018.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit Without Term for an Accessory Building for Living and Sleeping Quarters.

APPLICANT/OWNER: Ronald "Shawn" Van Meter.

LEGAL DESCRIPTION: Lot 5, Block 6, Fannin Terrace Addition, Section Three, City and County of Midland, Texas.

LOCATION: Generally located on the south side of Shandon Avenue, approximately 180 feet east of Lanham Street.

CURRENT ZONING: 1F-1, One-Family Dwelling District.

DETAILS OF REQUEST:

1. The applicant is requesting a Specific Use Permit for an accessory building for living and sleeping quarters to improve the quality of living and convenience for his mother. The accessory building would be an expansion of a pre-existing building (currently, 9' by 13') located on the northwest side on the rear portion of the principal residence. The accessory building would total 326 sq. ft. The setbacks of the accessory building meet the requirements of the Zoning Code. The rear yard is enclosed in a 6' wooden fence on the western and southern portion, and an 8' cinderblock privacy fence on the eastern portion. The applicant will be replacing the wooden fence on the western and southern portion with a wooden privacy fence up to 8'. There is a concrete sidewalk allowing access to the alley, with a standard gate to the alley through the wooden fence. A driveway located on the north side of the lot provides access to the principal residence.

SURROUNDING ZONING AND LAND USE:

2. The applicant's property is located within a large 1F-1 District, and fronts onto Shandon Avenue, a residential street. The area to the west is zoned 1F-1. The area to the south is also within the 1F-1 District, and includes single family dwellings, Fannin Elementary School, and two churches. To the east is a continuation of the same zoning district. Additionally, across Garfield Street, the area is zoned LR-2 (Local Retail District), O-1 (Office District), 1F-1 (One-Family Dwelling District), and PDHD (Planned District for Housing Development). Finally, the area immediately to the north is also zoned 1F-1. Further north, abutting Wadley Avenue, is a 2F (Two-Family Dwelling District) District and several Planned Districts.

PLANNING COMMISSION POLICIES:

3. The Planning Commission has established the following policies for evaluating this type of request:
 - A. The maximum floor area for an accessory building should not exceed 35% of the principal residence floor area, or 600 square feet, whichever is larger.
 - B. Vehicular access between the associated lot and any adjacent street or alley should be avoided.
 - C. Doors in the accessory building that can be accessed from an adjacent street or alley, rather than through the rear yard of the principal residence, should be avoided.
 - D. The Specific Use Permit should specify the occupant or for what purpose the accessory dwelling may be occupied.

Conditions B and C are intended to ensure compliance with the Zoning Code requirement of not allowing an accessory building to be rented as a separate dwelling unit, by avoiding conditions conducive to rental use.

ANALYSIS:

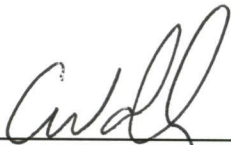
4. We find that the applicant's request is consistent with all of the Planning Commission policy guidelines. The square footage meets the requirement of the Planning Commission policy by not exceeding 35% of the principal residence floor area. Vehicular access to the accessory dwelling from the adjacent alley will be avoided because of the pre-existing wooden fence with a pedestrian gate (which will be replaced by a higher, 8' privacy fence). Additionally, a door in the accessory building that can be accessed from the adjacent alley is also avoided. Both these conditions should prevent a situation where the accessory building could be conducive to being rented. Finally, the proposed occupant is the applicant's family. Since all of the requirements are met, staff recommends approval.

STAFF RECOMMENDATION:

We recommend approval of this request for a Specific Use Permit Without Term for an Accessory Building for Living and Sleeping Quarters, subject to the following conditions:

- A. The accessory building shall conform to the conditions on Exhibit A in all respects;
- B. The accessory building shall not exceed 330 sq. ft. in area;
- C. The accessory building shall be single-story;
- D. One fire rated exterior wall is required due to the 3' side yard setback;

- E. Vehicular access shall be prohibited from the alley;
- F. A deed restriction filed with the Midland County deed records that states that this accessory building shall not be rented out as a separate dwelling unit or used for any commercial purposes, and can only be occupied by family;
- G. The applicant shall obtain a Certificate of Occupancy prior to using the accessory building for living and sleeping quarters to ensure that the conditions of this permit are satisfied.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Madhuri Kulkarni, City Planner
Department of Development Services

Attachments:

Application
Exhibit A, Site Plan
Exhibit B, Floor Plan

Case Number: S-12-018

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

Ronald "Shawn" Van Meter 432-352-8797
Applicant Name Contact Phone #s
2409 W. Shandon Ave Midland, Tx. 79705
Address Zip Code
E-Mail address: Shawn-van-meter@yahoo.com

- SAME -
Property Owner Name Contact Phone #s
Address Zip Code
E-Mail address:

Operator (if different from Applicant or Property Owner) Contact Phone #s
Address Zip Code

Type of Permit: Specific Use Permit

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.)

2409 W. Shandon Ave, Fannin Terrace, Section 3, Block 6, Lot 5

Current Zoning: IFI

Maximum Floor Area: 3216 sq ft Max. Occupancy: 1

Proposed hours and days of use or operation: 24 hrs or as needed for mother

Reason for request: It will improve quality of living and convenience for mother

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: This addition will simply add a functional

living area for my mother and it will not be noticed by neighbors

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: Ronald "Shawn" Van Meter Date: 12/17/12
Property Owner: [Signature] Date: 12/17/12

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

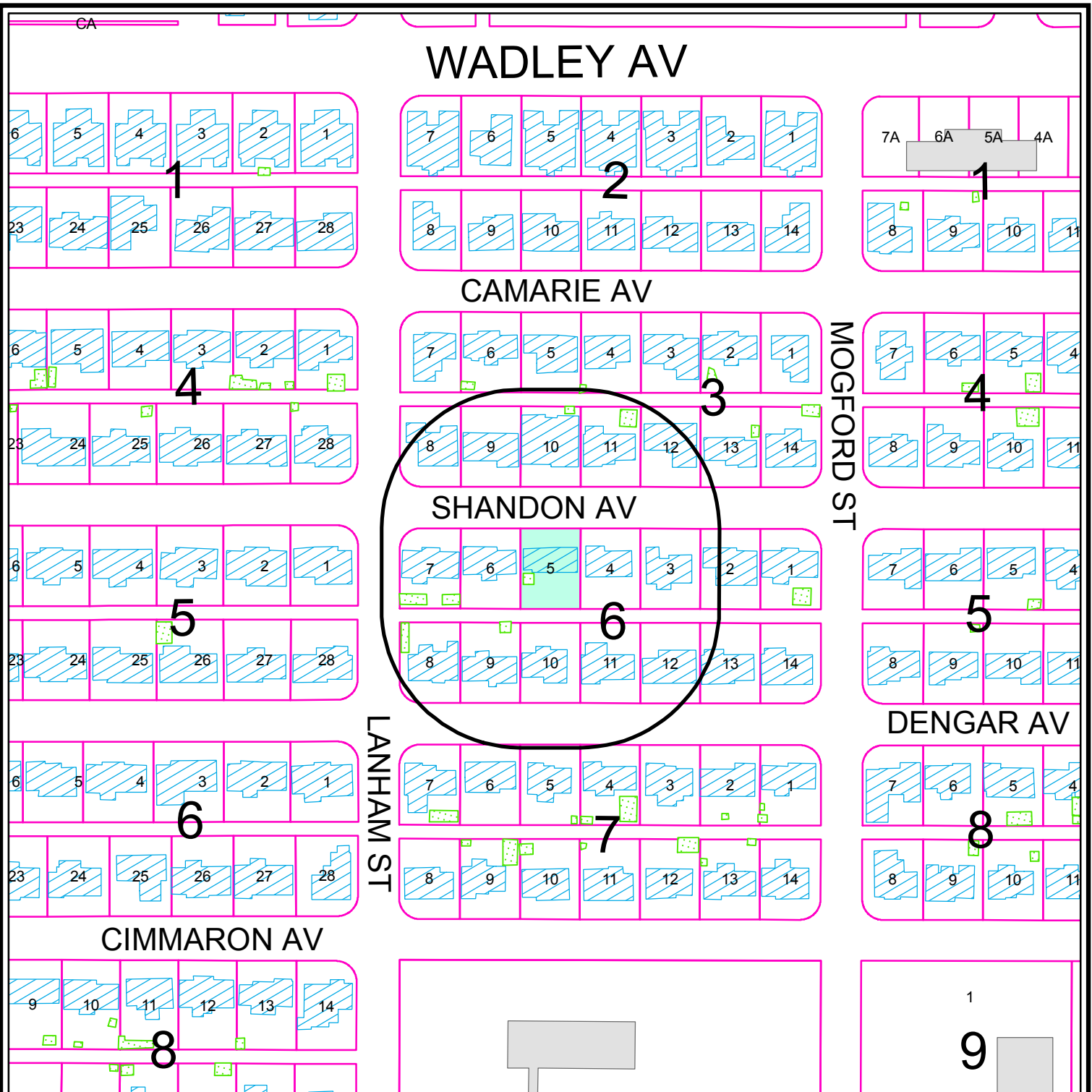
Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority 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: <u>Ang</u>	Date: <u>12/17/12</u>
Assigned: <u>mk</u>	
For: <u>P&Z</u>	On: <u>2/4/13</u>

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

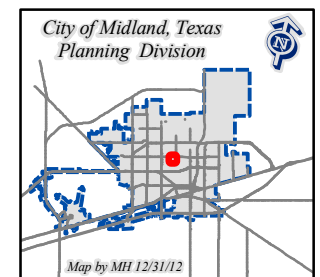
S - 12 - 018

Scale: 1" = 200'

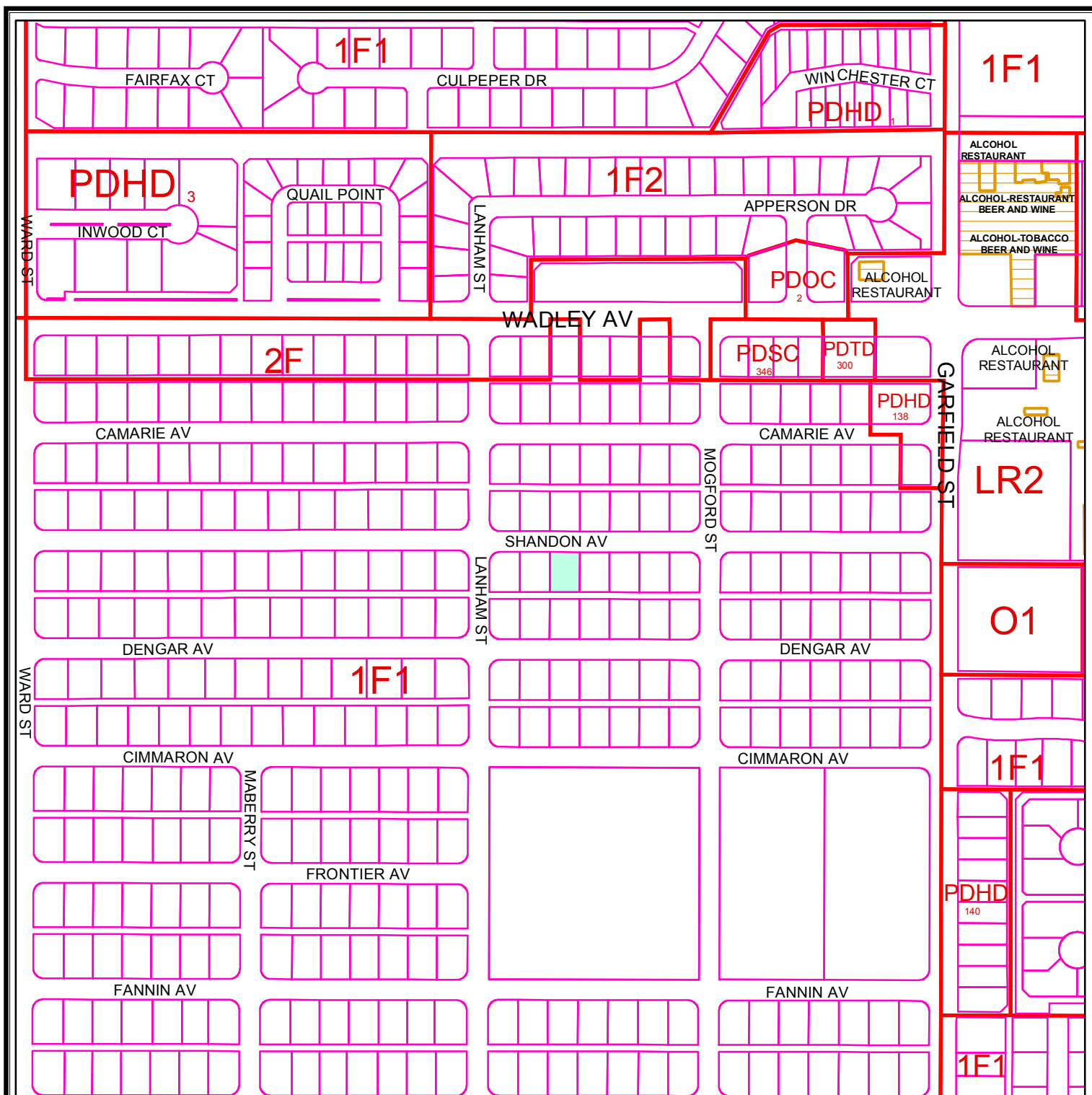
Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 5, Block 6, Fannin Terrace Addition, Section Three, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 12 - 018

Scale: 1" = 400'

Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 5, Block 6, Fannin Terrace Addition, Section Three, 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
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 26, 2013

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Consider a motion directing staff to begin the annexation of approximately 105 acres of land upon request of the property owner.

Purpose:

Consider a motion directing staff to begin the annexation of approximately 105 acres of land upon request of the property owner.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

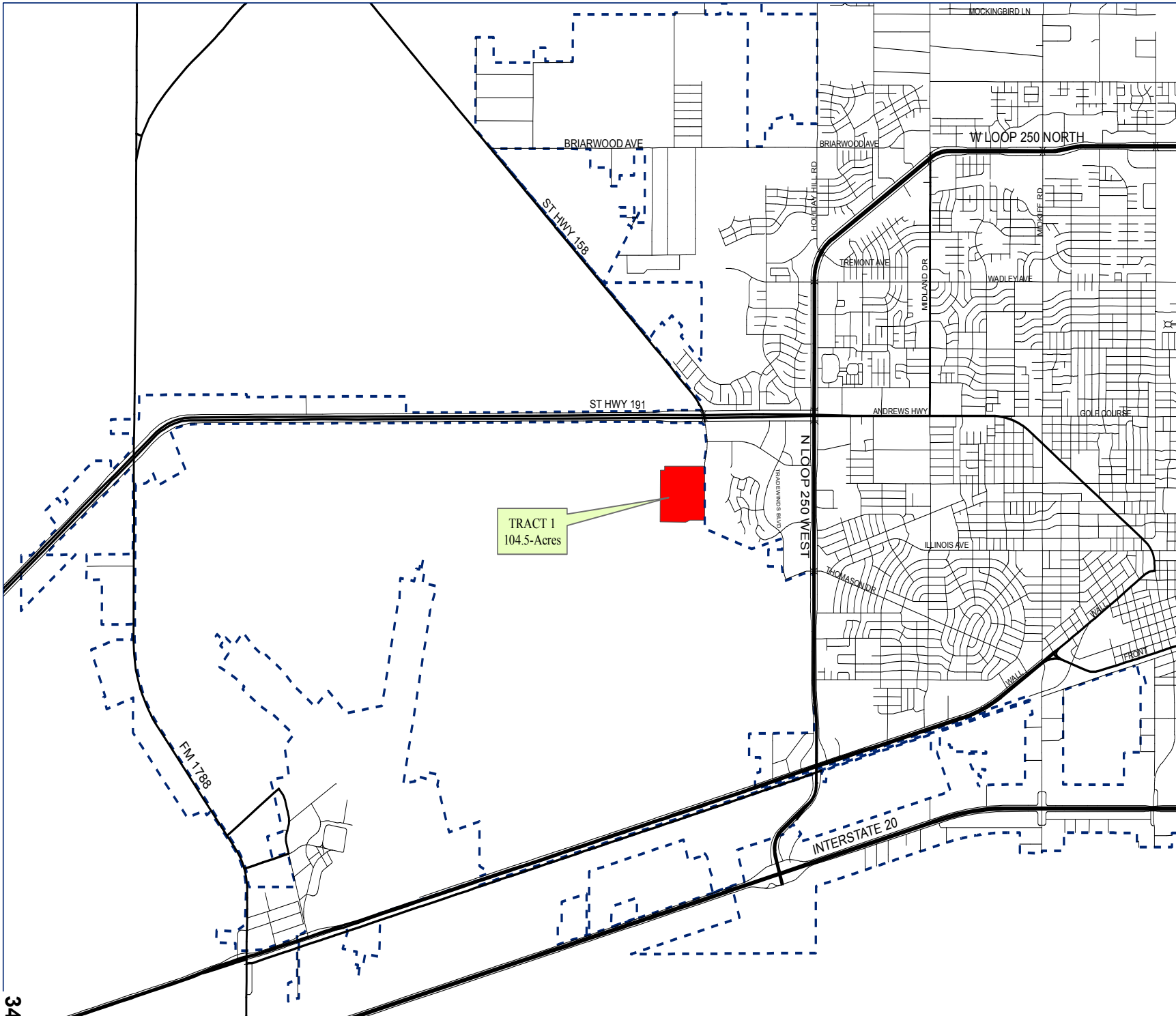
Additional land to be developed under City regulations in a growth area.

Discussion:

Staff has received a letter from a property owner seeking to be annexed in order to develop a residential neighborhood. The tract is located southwest of the intersection of Deauville Boulevard and the extension of Avalon Drive.

Staff is requesting Council's direction to add this land parcel to the proposed annexation.

Attachment: Location map



Proposed Annexation

February 15, 2013

LEGEND

- Streets
- City Limits
- Annexation Tract



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 26, 2013
TO: CITY COUNCIL/CITY MANAGER
FROM: Gary Saunders, Transportation Manager
SUBJECT: 2012 Annual Traffic Accident Report

Purpose:

Present the 2012 Annual Traffic Accident Report

Recommended City Council Action

Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Transportation Division has completed the 2012 Annual Traffic Accident Report. The total number of accidents in the City of Midland increased 13.5 percent (%) from 3,279 in 2011 to 3,723 in 2012.

Twenty-nine (29) intersections had seven (7) or more accidents in 2012 compared to Twenty-five (25) in 2011.

There was one intersection with an M.E.V. (Million entering vehicle) rating of 2.0 or above in 2012. 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 2012 was "A" Street and Loop 250 N. Service Road with a 3.7 rating and nine (9) accidents.

The number of injuries decreased from 1,160 in 2011 to 1,100 in 2012.

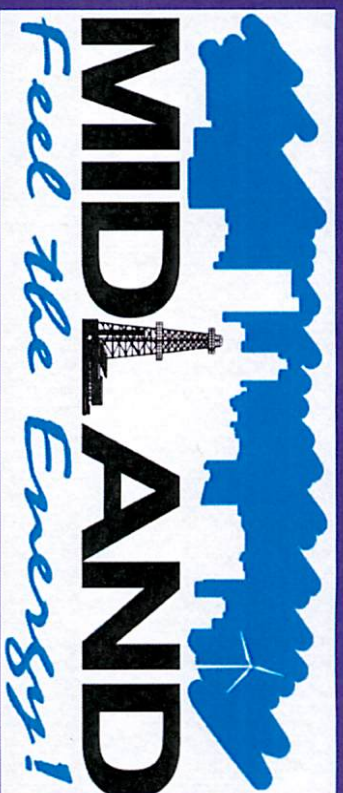
The number of fatalities increased from six (6) in 2011 to eighteen (18) in 2012.

The number of alcohol and/or drug related accidents decreased from two hundred ninety-two (292) in 2011 to one hundred eighty-eight (188) in 2012.

The average M.E.V. rating of the intersections listed in the 2012 Annual Traffic Accident Report is 1.142 compared to .917 in 2011 indicating a low ratio of accidents to traffic volume throughout the City of Midland.

Traffic volume counts taken in 2012 indicate a 10.07 % average increase in traffic volume throughout the City of Midland compared to the 2011 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 2012 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 - 2012

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*MEV= Million Entering Vehicles

TOTAL ACCIDENTS BY YEAR

	<u>2009</u>			
1. Non-injury accidents			2,228	70.85%
2. Injury accidents			596	18.95%
a. Number of injuries -	866			
3. 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			
3. 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			
3. Unknown			142	4.21%
4. Fatal accidents			6	0.13%
a. Number of fatalities -	6			
5. Total Accidents			3,279	100.00%
	<u>2012</u>			
1. Non-injury accidents			2,773	74.46%
2. Injury accidents			794	21.30%
a. Number of injuries -	1100			
3. Unknown			157	4.20%
4. Fatal accidents			12	0.04%
a. Number of fatalities -	16			
5. Total Accidents			3,723	100.00%

2012 HIGH ACCIDENT LOCATIONS BY YEAR (INTERSECTION)

#	LOCATION	2012	2011	2010	2009	TOTAL
1	LOOP 250 W. SVC. RD. & ANDREWS HWY.	26	22	2	7	57
2	MIDLAND DR. & LOOP 250 N. SVC. RD.	22	8	4	6	40
3	MIDLAND DR. & BRIARWOOD AVE.	15	24	14	7	60
4	WALL ST. & MIDKIFF RD.	15	17	14	12	58
5	MIDKIFF RD. & ANDREWS HWY.	12	14	8	6	40
6	ANDREWS HWY. & MIDLAND DR.	11	20	11	14	56
7	ILLINOIS AVE. & ANDREWS HWY.	11	1	1	8	21
8	LOOP 250 N. SVC. RD. & MIDKIFF RD.	11	4	1	9	25
9	WADLEY AVE. & MIDKIFF RD.	11	9	8	10	38
10	A ST. & WADLEY AVE.	10	2	5	3	20
11	MIDLAND DR. & WADLEY AVE.	10	13	10	15	48
12	A ST. & LOOP 250 N. SVC. RD.	9	5	1	3	18
13	BIG SPRING ST. & SCHARBAUER DR.	9	7	8	4	28
14	BIG SPRING ST. & WADLEY AVE.	9	1	5	4	19
15	MIDKIFF RD. & NEELY AVE.	9	0	4	4	17
16	WALL ST. & THOMASON DR.	9	7	8	10	34
17	BIG SPRING ST. & ILLINOIS AVE.	8	8	6	3	25
18	CUTHBERT AVE. & MIDKIFF RD.	8	3	8	6	25
19	ILLINOIS AVE. & MIDLAND DR.	8	10	5	4	27
20	MIDKIFF RD. & COURTYARD DR.	8	9	8	6	31
21	MIDKIFF RD. & HAYNES DR.	8	1	5	3	17
22	RANKIN HWY. & LONGVIEW AVE.	8	0	4	4	16
23	A ST. & ILLINOIS AVE.	7	1	2	0	10
24	ANDREWS HWY. & KANSAS AVE.	7	3	6	4	20
25	FRONT AVE. & LAMESA RD.	7	2	9	3	21

2012 HIGH ACCIDENT LOCATIONS BY YEAR (INTERSECTION)

#	LOCATION	2012	2011	2010	2009	TOTAL
26	IH 20 N. SVC. RD. & GARDENCITY HWY.	7	0	1	1	9
27	MIDKIFF RD. & LOOP 250 S. SVC. RD.	7	1	0	0	8
28	RANKIN HWY. & IH 20 S. SVC. RD.	7	0	1	0	8
29	WALL ST. & EISENHOWER DR.	7	6	2	3	18

2012 HIGH ACCIDENT LOCATIONS (INTERSECTION) -MEV*

#	LOCATION	2012 Total	4 Year Total	Rate per MEV*	Rank by FREQUENCY	Rank by Rate
1	LOOP 250 E & W. SVC. RD. & ANDREWS HWY.	26	57	1.9229	1	2
2	MIDLAND DR. & LOOP 250 N. SVC. RD.	22	40	1.7852	2	5
3	MIDLAND DR. & BRIARWOOD AVE.	15	60	1.9134	3	3
4	WALL ST. & MIDKIFF RD.	15	58	1.1734	3	9
5	MIDKIFF RD. & ANDREWS HWY.	12	40	0.7183	4	24
6	ANDREWS HWY. & MIDLAND DR.	11	56	0.6356	5	26
7	ILLINOIS AVE. & ANDREWS HWY.	11	21	0.8651	5	17
8	LOOP 250 N. SVC. RD. & MIDKIFF RD.	11	25	1.0699	5	11
9	WADLEY AVE. & MIDKIFF RD.	11	38	0.6306	5	27
10	A ST. & WADLEY AVE.	10	20	1.8611	6	4
11	MIDLAND DR. & WADLEY AVE.	10	48	0.6490	6	25
12	A ST. & LOOP 250 N. SVC. RD.	9	18	3.7040	7	1
13	BIG SPRING ST. & SCHARBAUER DR.	9	28	0.7645	7	22
14	BIG SPRING ST. & WADLEY AVE.	9	19	0.7237	7	23
15	MIDKIFF RD. & NEELY AVE.	9	17	0.8758	7	16
16	WALL ST. & THOMASON DR.	9	34	1.2327	7	8
17	BIG SPRING ST. & ILLINOIS AVE.	8	25	0.8476	8	19
18	CUTHBERT AVE. & MIDKIFF RD.	8	25	0.8285	8	21
19	ILLINOIS AVE. & MIDLAND DR.	8	27	1.0197	8	12
20	MIDKIFF RD. & COURTYARD DR.	8	31	0.8395	8	20
21	MIDKIFF RD. & HAYNES DR.	8	17	0.8537	8	18
22	RANKIN HWY. & LONGVIEW AVE.	8	16	0.9947	8	13
23	A ST. & ILLINOIS AVE.	7	10	1.4222	9	7
24	ANDREWS HWY. & KANSAS AVE.	7	20	0.5995	9	29
25	FRONT AVE. & LAMESA RD.	7	21	1.0896	9	10

2012 HIGH ACCIDENT LOCATIONS (INTERSECTION) -MEV*

#	LOCATION	2012 Total	4 Year Total	Rate per MEV*	Rank by FREQUENCY	Rank by Rate
26	IH 20 N. SVC. RD. & GARDENCITY HWY.	7	9	1.6839	9	6
27	MIDKIFF RD. & LOOP 250 S. SVC. RD.	7	8	0.6100	9	28
28	RANKIN HWY. & IH 20 S. SVC. RD.	7	8	0.9028	9	15
29	WALL ST. & EISENHOWER DR.	7	18	0.9245	9	14

2012 HIGH ACCIDENT LOCATIONS BY TYPE

#	LOCATION	2012	R/A	L/T	H/O	R/E	PED	OTHER	4 YR TOTAL
1	LOOP 250 W. SVC. RD. & ANDREWS HWY.	26	3	2	0	20	0	1	57
2	MIDLAND DR. & LOOP 250 N. SVC. RD.	22	0	2	3	17	0	0	40
3	MIDLAND DR. & BRIARWOOD AVE.	15	8	3	1	3	0	0	60
4	WALL ST. & MIDKIFF RD.	15	7	4	0	4	0	0	58
5	MIDKIFF RD. & ANDREWS HWY.	12	4	2	1	5	0	0	40
6	ANDREWS HWY. & MIDLAND DR.	11	2	1	0	7	0	1	56
7	ILLINOIS AVE. & ANDREWS HWY.	11	1	3	1	6	0	0	21
8	LOOP 250 N. SVC. RD. & MIDKIFF RD.	11	1	1	1	7	0	0	25
9	WADLEY AVE. & MIDKIFF RD.	11	1	0	2	8	0	0	38
10	A ST. & WADLEY AVE.	10	2	2	0	6	0	0	20
11	MIDLAND DR. & WADLEY AVE.	10	5	2	0	3	0	0	48
12	A ST. & LOOP 250 N. SVC. RD.	9	6	1	1	1	0	0	18
13	BIG SPRING ST. & SCHARBAUER DR.	9	4	3	1	1	0	0	28
14	BIG SPRING ST. & WADLEY AVE.	9	4	3	0	2	0	0	19
15	MIDKIFF RD. & NEELY AVE.	9	3	1	2	3	0	0	17
16	WALL ST. & THOMASON DR.	9	7	0	0	2	0	0	34
17	BIG SPRING ST. & ILLINOIS AVE.	8	7	1	0	0	0	0	25
18	CUTHBERT AVE. & MIDKIFF RD.	8	3	1	0	4	0	0	25
19	ILLINOIS AVE. & MIDLAND DR.	8	2	2	2	1	0	1	27
20	MIDKIFF RD. & COURTYARD DR.	8	1	2	0	4	0	1	31
21	MIDKIFF RD. & HAYNES DR.	8	5	0	0	2	0	1	17
22	RANKIN HWY. & LONGVIEW AVE.	8	3	2	1	2	0	0	16
23	A ST. & ILLINOIS AVE.	7	2	3	0	2	0	0	10
24	ANDREWS HWY. & KANSAS AVE.	7	3	0	0	3	0	1	20
25	FRONT AVE. & LAMESA RD.	7	3	0	1	3	0	0	21

2012 HIGH ACCIDENT LOCATIONS BY TYPE

#	LOCATION	2012	R/A	L/T	H/O	R/E	PED	OTHER	4 YR TOTAL
26	IH 20 N. SVC. RD. & GARDENCITY HWY.	7	1	2	1	3	0	0	9
27	MIDKIFF RD. & LOOP 250 S. SVC. RD.	7	0	0	0	7	0	0	8
28	RANKIN HWY. & IH 20 S. SVC. RD.	7	2	1	0	4	0	0	8
29	WALL ST. & EISENHOWER DR.	7	4	1	0	2	0	0	18

2012 ACCIDENTS BY MONTH

	Total Accidents	Non-Inj Accidents	Injury Accidents	Unknown	No. of Injuries	Fatal Accidents	No. of Fatalities	DUI Driver
January	317	241	65	11	89	0	0	15
February	309	232	65	12	91	1	1	15
March	344	240	87	17	125	0	0	26
April	347	275	61	11	87	0	0	11
May	317	218	83	16	119	0	0	17
June	291	223	59	9	75	0	0	11
July	278	208	51	19	75	3	3	18
August	309	236	65	8	68	2	3	17
September	238	183	45	11	62	0	0	20
October	340	257	73	10	106	2	2	16
November	326	230	81	15	124	3	6	16
December	307	230	59	18	79	1	1	6
TOTAL	3723	2773	794	157	1100	12	16	188

2012 FATALITY ACCIDENT LISTING

	DATE	DAY	TIME	AGE	SEX	LOCATION
1	2/5/2012	SUNDAY	10:16 PM	36	M	HWY. 191 .25 MI. W. OF CO. RD. 1275
2	7/16/2012	MONDAY	10:29 AM	68	M	WB I-20 200' W. OF COTTONFLAT RD.
3	7/27/2012	FRIDAY	5:03 PM	21	M	LOOP 250 E. SVC. RD. 300' S. OF STATE ST.
4	7/28/2012	SATURDAY	4:44 AM	19	M	ANDREWS HWY. UNDERPASS OF LOOP 250
5	8/7/2012	TUESDAY	9:27 AM	83	F	HWY. 191 .9 MI. E. OF CO. RD. 1275
6	8/7/2012	TUESDAY	9:27 AM	41	M	HWY. 191 .9 MI. E. OF CO. RD. 1275
7	8/9/2012	THURSDAY	10:07 PM	25	M	LAMESA RD. 200' S. OF GARDEN LN.
8	10/11/2012	THURSDAY	6:17 PM	61	M	BIG SPRING ST. 100' N. OF ARAPAHOE
9	10/13/2012	SATURDAY	3:04 PM	34	F	LAMESA RD. 300' S. OF LOOP 250 S. SVC. RD.
10	11/15/2012	THURSDAY	4:35 PM	47	M	GARFIELD ST. 30' N. OF INDUSTRIAL AVE.
11	11/15/2012	THURSDAY	4:35 PM	37	M	GARFIELD ST. 30' N. OF INDUSTRIAL AVE.
12	11/15/2012	THURSDAY	4:35 PM	34	M	GARFIELD ST. 30' N. OF INDUSTRIAL AVE.
13	11/15/2012	THURSDAY	4:35 PM	43	M	GARFIELD ST. 30' N. OF INDUSTRIAL AVE.
14	11/16/2012	FRIDAY	11:20 PM	44	F	LAMESA RD. & WALNUT LN.
15	11/19/2012	MONDAY	4:20 PM	31	M	BLUEBIRD LN. 900' E. OF MIDLAND DR.
16 *	12/11/2012	TUESDAY	5:44 PM	55	M	LOOP 250 100' W. OF CRESTWAY LN.

* Alcohol Related

PEDESTRIANS INVOLVED IN ACCIDENTS BY AGE GROUP

AGE GROUP			PERCENT
4 TO 5	Preschool age	1	0.05%
6 TO 12	Elementary school	5	0.21%
13 TO 18	Jr./ Sr. High School	4	0.17%
19 TO 100	Adult	13	0.57%
Unknown			
TOTAL		23	100%

BICYCLISTS INVOLVED IN ACCIDENTS BY AGE GROUP

AGE GROUP			
4 TO 6	Preschool age	0	0.00%
6 TO 12	Elementary school	0	0.00%
13 TO 18	Jr./ Sr. High School	0	0.00%
19 TO 100	Adult	6	100.00%
Unknown			
TOTAL			100%

SCHOOL AGE PEDESTRIAN / BICYCLIST ACCIDENTS BY TIME

A.	Accidents involving school age pedestrians during school hours on school days:	No. of Accidents	Percent
a.	Location		
	At School crosswalk	0	0.00%
	In School zones	0	0.00%
	All others	5	55.00%
B.	All other accidents involving school age pedestrians:	<u>4</u>	45.00%
	TOTAL	9	100%

PEDESTRIAN / BICYCLIST ACCIDENTS BY LOCATION

Location	No. of Accidents	Percent
Intersection	8	40.00%
Mid-Block	9	45.00%
Alley	1	5.00%
Private Property	<u>2</u>	<u>10.00%</u>
TOTAL	20	100%

2012 PEDESTRIAN ACCIDENT LISTING

	DATE	DAY	TIME	AGE	GENDER	LOCATION
1	1/4/2012	WEDNESDAY	7:18 AM	48	M	WALL ST. 75' E. OF MIDKIFF RD.
2	1/19/2012	THURSDAY	5:06 PM	26	F	WALL ST. 5' E. OF I ST.
3	2/16/2012	THURSDAY	3:30 PM	10	M	GRACELAND DR. 60' E. OF BENTWOOD DR.
4	2/24/2012	FRIDAY	10:30 AM	2	M	TERRELL AVE. 280' N. OF GIST AVE.
5	3/6/2012	TUESDAY	8:15 AM	34	F	WALL ST. 20' W. OF BIG SPRING ST.
6	3/12/2012	MODNAY	1:23 PM	32	F	I ST. 10' E. OF WALL ST.
7	4/22/2012	SUNDAY	12:08 AM	33	M	MIDKIFF RD. 150' S. OF FRANKLIN AVE.
8	4/22/2012	SUNDAY	12:08 AM	27	M	MIDKIFF RD. 150' S. OF FRANKLIN AVE.
9	5/2/2012	WEDNESDAY	2:41 PM	58	M	FRONT ST. 5' E. OF LEE ST.
10	5/15/2012	TUESDAY	7:35 AM	12	F	TARLETON AVE. 75' N. OF IMPERIAL AVE.
11	5/16/2012	WEDNESDAY	4:06 PM	25	M	FANNIN AVE. 20' E. OF TARLETON AVE.
12	5/18/2012	FRIDAY	12:00 AM	14	M	JACKSON ST. 20' N. OF NOBLES AVE.
13	8/3/2012	FRIDAY	1:31 PM	39	F	LOOP 250 300' W. OF MIDKIFF RD.
14	8/30/2012	THURSDAY	4:21 PM	56	M	PECOS ST. 40' S. OF KENTUCKY AVE.
15	9/27/2012	THURSDAY	4:41 PM	14	F	MIDLAND DR. & STOREY AVE.
16	10/13/2012	SATURDAY	5:03 PM	9	M	EDWARDS ST. 30' N. OF MISSISSIPPI AVE.
17	10/13/2012	SATURDAY	5:03 PM	6	F	EDWARDS ST. 30' N. OF MISSISSIPPI AVE.
18	10/13/2012	SATURDAY	5:03 PM	7	F	EDWARDS ST. 30' N. OF MISSISSIPPI AVE.
19	10/13/2012	SATURDAY	5:03 PM	3	F	EDWARDS ST. 30' N. OF MISSISSIPPI AVE.
20	10/20/2012	SATURDAY	11:17 AM	20	F	MIDLAND DR. & ST. ANDREWS DR.
21	10/20/2012	SATURDAY	11:17 AM	1	M	MIDLAND DR. & ST. ANDREWS DR.
22	10/23/2012	TUESDAY	9:52 PM	52	M	INDUSTRIAL AVE. 200' W. OF JOHNSTON ST.
23	10/24/2012	WEDNESDAY	7:12 AM	15	M	OHIO AVE. & ALPINE ST.
24	11/2/2012	FRIDAY	8:28 AM	16	M	MARIANA AVE. & ILLINOIS AVE.
25	11/7/2012	WEDNESDAY	6:54 PM	51	M	MIDKIFF RD. 150' S. OF FRANKLIN AVE.
26	11/8/2012	THURSDAY	7:47 AM	5	F	RAYMOND RD. & HOWARD DR.
27	11/19/2012	MODNAY	6:43 PM	48	F	MORAN ST. 50' N. OF RHODE ISLAND AVE.

Fatal *

2012 BICYCLE ACCIDENT LISTING

	DATE	DAY	TIME	AGE	SEX	LOCATION
1	1/26/2012	THURSDAY	11:07 AM	60	M	MIDLAND DR. & GULF AVE.
2	5/28/2012	MONDAY	10:22 AM	24	F	191 N. SVC. RD .5 MI. W. OF CO. RD 1275
3	6/26/2012	TUESDAY	3:15 PM	38	M	MIDKIFF RD. & ILLINOIS AVE.
4	7/15/2012	SUNDAY	8:53 PM	59	M	MIDLAND DR. 10' N. OF TANNER DR.
5	7/30/2012	MONDAY	10:40 AM	36	M	MIDLAND DR. 30' S. OF GREENBRIAR DR.
6 *	8/9/2012	THURSDAY	10:07 PM	25	M	LAMESA RD. 200' S. OF GARDEN LN.

Fatal *

2012 ANNUAL TRAFFIC COUNTS

#	LOCATIONS	2012 COUNT	DATE	2011 COUNT	DATE	CHANGE
1	A ST. N. OF CUTHBERT AVE.	12,863	2/7/2012	11,617	1/3/2011	10.73%
2	A ST. N. OF LOOP- 250	3,924	2/14/2012	4,230	1/3/2011	-7.23%
3	A ST. N. OF NEELY AVE.	12,176	2/21/2012	10,322	1/5/2011	17.96%
4	A ST. N. OF WADLEY AVE.	4,068	3/5/2012	3,636	1/5/2011	11.88%
5	ANDREWS HWY. N. OF LOUISIANA AVE.	31,032	3/5/2012	27,424	1/12/2011	13.16%
6	ANDREWS HWY. W. OF GODFREY ST.	32,021	3/7/2012	30,479	1/19/2011	5.06%
7	ANDREWS HWY. W. OF LOOP-250 EB UNDERPASS	5,944	3/12/2012	5,050	1/10/2011	17.70%
8	ANDREWS HWY. W. OF LOOP-250 WB UNDERPASS	5,227	3/12/2012	5,961	1/10/2011	-12.31%
9	ANDREWS HWY. W. OF MIDKIFF RD.	25,761	4/4/2012	23,863	1/26/2011	7.95%
10	ANDREWS HWY. W. OF MIDLAND DR.	24,367	4/11/2012	21,843	1/11/2011	11.56%
11	BANKHEAD HWY. E. OF MIDKIFF RD.	2,090	4/23/2012	1,962	1/18/2011	6.52%
12	BANKHEAD HWY. N. OF FRONT ST.	1,689	4/23/2012	1,571	1/18/2011	7.51%
13	BIG SPRING ST. N. OF CUTHBERT AVE.	28,247	4/25/2012	24,389	1/24/2011	15.82%
14	BIG SPRING ST. N. OF FLORIDA AVE.	20,756	5/2/2012	17,278	1/26/2011	20.13%
15	BIG SPRING ST. N. OF GOLF COURSE RD.	31,073	5/3/2012	25,014	1/31/2011	24.22%
16	BIG SPRING ST. N. OF LOOP-250	7,892	4/4/2012	8,158	1/31/2011	-3.26%
17	BIG SPRING ST. N. OF LOUISIANA AVE.	24,181	5/7/2012	21,652	2/8/2011	11.68%
18	BIG SPRING ST. N. OF NEELY AVE.	28,029	5/9/2012	24,058	2/8/2011	16.51%
19	BIG SPRING ST. N. OF WADLEY AVE.	23,035	4/19/2012	21,318	2/10/2011	8.05%
20	BLUEBIRD LN. W. OF GARFIELD ST.	2,871	5/14/2012	3,364	1/19/2011	-14.66%
21	BLUEBIRD LN. W. OF MIDKIFF RD.	2,507	5/7/2012	2,762	1/10/2011	-9.23%
22	BLUEBIRD LN. W. OF WHITMAN ST.	2,958	5/14/2012	2,891	1/19/2011	2.32%
23	BRIARWOOD AVE. W. OF MATHIS ST.	8,735	5/15/2012	6,937	2/14/2011	25.92%
24	BRIARWOOD AVE. W. OF MIDLAND DR.	11,551	5/15/2012	10,993	2/14/2011	5.08%
25	CARVER ST. N. OF FRONT ST.	2,160	5/21/2012	1,782	2/15/2011	21.21%

2012 ANNUAL TRAFFIC COUNTS

#	LOCATIONS	2012 COUNT	DATE	2011 COUNT	DATE	CHANGE
26	CLOVERDALE RD. E. OF LAMESA RD.	3,786	5/21/2012	3,616	2/15/2011	4.70%
27	COLORADO ST. S. OF MICHIGAN AVE.	643	5/22/2012	574	2/15/2011	12.02%
28	CUTHBERT AVE. W. OF A ST.	3,647	5/24/2012	2,557	1/27/2011	42.63%
29	CUTHBERT AVE. W. OF BIG SPRING ST.	5,333	4/25/2012	5,239	1/27/2011	1.79%
30	CUTHBERT AVE. W. OF FAIRGROUNDS RD.	1,283	5/24/2012	980	1/27/2011	30.92%
31	CUTHBERT AVE. W. OF GARFIELD ST.	5,147	5/24/2012	4,799	2/16/2011	7.25%
32	CUTHBERT AVE. W. OF LAMESA RD.	4,618	5/24/2012	4,336	1/27/2011	6.50%
33	CUTHBERT AVE. W. OF MIDKIFF RD.	6,297	5/24/2012	5,422	2/16/2011	16.14%
34	CUTHBERT AVE. W. OF MIDLAND DR.	2,173	5/24/2012	2,061	2/16/2011	5.43%
35	FAIRGROUNDS RD. N. OF FRONT ST.	10,525	5/29/2012	9,422	2/17/2011	11.71%
36	FAIRGROUNDS RD. N. OF GOLF COURSE RD.	9,367	5/29/2012	8,180	2/17/2011	14.51%
37	FAIRGROUNDS RD. N. OF WADLEY AVE.	6,150	5/30/2012	5,128	2/17/2011	19.93%
38	FLORIDA AVE. E. OF GARFIELD ST.	9,363	6/12/2012	5,182	2/17/2011	80.68%
39	FLORIDA AVE. E. OF MAIN ST.	14,122	6/12/2012	13,245	2/24/2011	6.62%
40	FLORIDA AVE. E. OF TERRELL ST.	12,085	6/13/2012	8,546	3/7/2011	41.41%
41	FRONT ST. E. OF CARVER ST.	10,849	7/9/2012	9,456	3/8/2011	14.73%
42	FRONT ST. E. OF GARFIELD ST.	13,992	7/10/2012	13,539	3/8/2011	3.35%
43	FRONT ST. E. OF MAIN ST.	12,074	7/11/2012	12,113	3/10/2011	-0.32%
44	FRONT ST. E. OF MARIENFELD ST.	12,464	7/12/2011	11,377	3/21/2011	9.55%
45	FRONT ST. S. OF WALL ST.	13,130	7/17/2012	12,760	3/23/2011	2.90%
46	GARDEN CITY HWY. E. OF FAIRGROUNDS RD.	8,620	7/18/2012	8,570	3/24/2011	0.58%
47	GARDEN CITY HWY. E. OF I-20	15,903	7/23/2012	13,388	4/7/2011	18.79%
48	GARDEN CITY HWY. E. OF LAMESA RD.	9,503	7/25/2012	7,864	4/11/2011	20.84%
49	GARFIELD ST. N. OF CARTER AVE.	9,988	7/26/2012	6,244	3/23/2011	59.96%
50	GARFIELD ST. N. OF CUTHBERT AVE.	10,270	7/30/2012	12,635	4/12/2011	-18.72%

2012 ANNUAL TRAFFIC COUNTS

#	LOCATIONS	2012 COUNT	DATE	2011 COUNT	DATE	CHANGE
51	GARFIELD ST. N. OF FRONT ST.	17,145	7/31/2012	16,903	4/14/2011	1.43%
52	GARFIELD ST. N. OF GOLF COURSE RD.	12,439	8/1/2012	13,103	4/18/2011	-5.07%
53	GARFIELD ST. N. OF LOOP 250	4,579	8/2/2012	4,567	4/18/2011	0.26%
54	GARFIELD ST. N. OF NEELY AVE.	13,993	8/6/2012	14,551	4/19/2011	-3.83%
55	GARFIELD ST. N. OF SIESTA LN.	20,096	8/7/2012	19,391	4/25/2011	3.64%
56	GIST AVE. E. OF TERRELL ST.	1,527	8/7/2012	1,448	3/9/2011	5.46%
57	GOLF COURSE RD. E. OF BIG SPRING ST.	5,483	5/3/2012	3,548	4/26/2011	54.54%
58	GOLF COURSE RD. E. OF GARFIELD ST.	10,335	8/9/2012	11,121	4/26/2011	-7.07%
59	GOLF COURSE RD. E. OF LAMESA RD.	2,701	8/9/2012	2,678	4/27/2011	0.86%
60	GOLF COURSE RD. E. OF MIDKIFF RD.	11,734	8/14/2012	12,905	4/27/2011	-9.07%
61	GOLF COURSE RD. E. OF SCHARBAUER DR.	4,501	8/15/2012	4,964	4/27/2011	-9.33%
62	HAYNES DR. E. OF MIDKIFF RD.	1,995	8/15/2012	2,008	4/28/2011	-0.65%
63	HOLIDAY HILL RD. N. OF LOOP-250	9,472	8/16/2012	9,617	4/28/2011	-1.51%
64	I-20 N.S.R. E. OF MIDKIFF RD.	4,889	8/20/2012	4,604	5/2/2011	6.19%
65	I-20 S.S.R. E. OF MIDKIFF RD.	4,550	8/20/2012	3,989	5/2/2011	14.06%
66	ILLINOIS AVE. W. OF "A" ST.	5,747	8/21/2012	5,377	5/4/2011	6.88%
67	ILLINOIS AVE. W. OF ANDREWS HWY.	10,350	8/5/2012	9,870	5/18/2011	4.86%
68	ILLINOIS AVE. W. OF MIDKIFF RD.	14,388	9/10/2012	14,256	5/12/2011	0.93%
69	ILLINOIS AVE. W. OF MIDLAND DR.	6,124	9/11/2012	5,812	5/12/2011	5.37%
70	INDUSTRIAL AVE. W. OF GARFIELD ST.	4,942	6/13/2012	4,746	5/19/2011	4.13%
71	INDUSTRIAL AVE. W. OF MAIN ST.	1,606	9/12/2011	1,517	5/19/2011	5.87%
72	KENT ST. N. OF OHIO ST.	5,149	9/17/2012	5,421	5/23/2011	-5.02%
73	LAMESA RD. N. OF CUTHBERT AVE.	8,095	9/24/2012	9,100	5/23/2011	-11.04%
74	LAMESA RD. N. OF GARDEN CITY HWY.	8,998	9/26/2012	8,225	5/31/2011	9.40%
75	LAMESA RD. N. OF I-20	4,488	10/1/2012	4,352	5/31/2011	3.13%

2012 ANNUAL TRAFFIC COUNTS

#	LOCATIONS	2012 COUNT	DATE	2011 COUNT	DATE	CHANGE
76	LAMESA RD. N. OF SCHARBAUER DR.	8,191	10/2/2012	7,868	6/1/2011	4.11%
77	LAMESA RD. N. OF WADLEY AVE.	7,072	10/3/2012	5,591	6/6/2011	26.49%
78	LOOP-250 N. SVC. RD. E. OF A ST. WB	2,485	10/10/2012	2,580	11/7/2011	-3.68%
79	LOOP-250 S. SVC. RD. W. OF A ST. EB	4,214	10/10/2012	4,231	11/7/2011	-0.40%
80	LOOP-250 N. SVC. RD. E. OF FAIRGROUNDS RD. WB	7,636	10/15/2012	5,290	6/8/2011	44.35%
81	LOOP-250 S. SVC. RD. W. OF FAIRGROUNDS RD. EB	9,750	10/15/2012	6,693	6/8/2011	45.67%
82	LOOP-250 THROUGHWAY E. OF A ST. EB	21,309	10/15/2012	19,068	10/24/2011	11.75%
83	LOOP-250 THROUGHWAY E. OF A ST. WB	20,342	10/15/2012	17,675	10/24/2011	15.09%
84	LOOP-250 THROUGHWAY E. OF BIG SPRING ST. EB	10,416	10/17/2012	8,593	11/1/2011	21.21%
85	LOOP-250 THROUGHWAY E. OF BIG SPRING ST. WB	8,298	10/17/2012	6,955	11/1/2011	19.31%
86	LOOP-250 THROUGHWAY E. OF GARFIELD ST. EB	20,526	10/18/2012	17,737	10/24/2011	15.72%
87	LOOP-250 THROUGHWAY E. OF GARFIELD ST. WB	19,056	10/18/2012	16,779	10/24/2011	13.57%
88	LOOP-250 THROUGHWAY E. OF MIDKIFF ST. EB	21,221	10/23/2012	18,832	10/17/2011	12.69%
89	LOOP-250 THROUGHWAY E. OF MIDKIFF ST. WB	20,296	10/23/2012	18,434	10/17/2011	10.10%
90	LOOP-250 THROUGHWAY E. OF MIDLAND DR. EB	17,384	7/19/2012	15,782	10/17/2011	10.15%
91	LOOP-250 THROUGHWAY E. OF MIDLAND DR. WB	17,128	7/19/2012	14,943	10/17/2011	14.62%
92	LOOP-250 THROUGHWAY N. OF ANDREWS HWY. NB	15,899	7/19/2012	14,304	10/12/2011	11.15%
93	LOOP-250 THROUGHWAY N. OF ANDREWS HWY. SB	16,025	7/19/2012	14,421	10/12/2011	11.12%
94	LOOP-250 THROUGHWAY N. OF HWY. 80 NB	12,761	10/8/2012	11,478	10/12/2011	11.18%
95	LOOP-250 THROUGHWAY N. OF HWY. 80 SB	11,285	10/8/2012	10,314	10/12/2011	9.41%
96	LOOP-250 THROUGHWAY N. OF THOMASON DR. NB	15,379	10/8/2012	13,921	10/12/2011	10.47%
97	LOOP-250 THROUGHWAY N. OF THOMASON DR. SB	15,057	10/8/2012	13,854	10/12/2011	8.68%
98	LOOP-250 THROUGHWAY N. OF WADLEY AVE. NB	17,445	10/9/2012	15,703	10/17/2011	11.09%
99	LOOP-250 THROUGHWAY N. OF WADLEY AVE. SB	17,799	10/9/2012	15,915	10/17/2011	11.84%
100	LORAIN ST. S. OF MICHIGAN AVE.	698	10/23/2012	757	6/13/2011	-7.79%

2012 ANNUAL TRAFFIC COUNTS

#	LOCATIONS	2012 COUNT	DATE	2011 COUNT	DATE	CHANGE
101	LOUISIANA AVE. W. OF A ST.	2,799	10/25/2012	1,932	6/13/2011	44.88%
102	LOUISIANA AVE. W. OF GARFIELD ST.	4,313	10/25/2012	4,214	6/13/2011	2.35%
103	MAIN ST. N. OF CUTHBERT AVE.	4,655	10/29/2012	3,642	6/16/2011	27.81%
104	MAIN ST. N. OF FLORIDA AVE.	2,733	10/29/2012	2,554	6/16/2011	7.01%
105	MAIN ST. N. OF ILLINOIS AVE.	3,286	10/30/2012	3,217	6/16/2011	2.14%
106	MAIN ST. N. OF SCHARBAUER DR.	3,171	10/30/2012	3,186	6/16/2011	-0.47%
107	MARIENFELD ST. N. OF FRONT ST.	2,153	11/5/2012	1,652	6/20/2011	30.33%
108	MARIENFELD ST. N. OF ILLINOIS AVE.	2,499	11/1/2002	2,383	6/20/2011	4.87%
109	MARIENFELD ST. N. OF LOUISIANA AVE..	1,993	11/5/2012	1,875	6/20/2011	6.29%
110	MICHIGAN AVE. W. OF A ST.	4,656	10/25/2012	3,614	6/21/2011	28.83%
111	MICHIGAN AVE. W. OF GARFIELD ST.	2,592	11/7/2012	2,522	6/21/2011	2.78%
112	MIDKIFF RD. S. OF ANDREWS HWY.	21,308	11/7/2012	22,592	6/22/2011	-5.68%
113	MIDKIFF RD. S. OF BANKHEAD HWY.	13,184	11/8/2012	12,355	6/22/2011	6.71%
114	MIDKIFF RD. S. OF BLUEBIRD DR.	13,589	11/8/2012	12,603	6/27/2011	7.82%
115	MIDKIFF RD. S. OF CUTHBERT AVE.	20,487	11/12/2012	20,444	6/27/2011	0.21%
116	MIDKIFF RD. S. OF HAYNES AVE.	24,872	11/12/2012	23,365	6/29/2011	6.45%
117	MIDKIFF RD. S. OF ILLINOIS AVE.	17,986	11/13/2012	17,666	6/29/2011	1.81%
118	MIDKIFF RD. S. OF LOOP-250	21,843	11/19/2012	20,573	6/30/2011	6.17%
119	MIDKIFF RD. S. OF MOCKINGBIRD	5,599	11/20/2012	5,489	7/14/2011	2.00%
120	MIDKIFF RD. S. OF NEELY AVE.	23,043	11/21/2012	22,929	7/11/2011	0.50%
121	MIDKIFF RD. S. OF WADLEY AVE.	26,892	11/26/2012	24,713	7/19/2011	8.82%
122	MIDLAND DR. N. OF ANDREWS HWY.	25,674	11/26/2012	23,269	7/21/2011	10.34%
123	MIDLAND DR. N. OF CUTHBERT AVE.	18,321	11/28/2012	16,850	7/26/2011	8.73%
124	MIDLAND DR. N. OF ILLINOIS AVE.	16,658	11/28/2012	15,339	7/27/2011	8.60%
125	MIDLAND DR. N. OF LOOP-250	10,480	11/29/2012	10,369	7/28/2011	1.07%

2012 ANNUAL TRAFFIC COUNTS

#	LOCATIONS	2012 COUNT	DATE	2011 COUNT	DATE	CHANGE
126	MIDLAND DR. N. OF MOCKINGBIRD LN.	6,852	11/29/2012	6,224	8/8/2011	10.09%
127	MIDLAND DR. N. OF NEELY AVE.	25,157	12/3/2012	24,150	8/8/2011	4.17%
128	MIDLAND DR. N. OF THOMASON DR.	10,172	12/3/2012	11,168	8/9/2011	-8.92%
129	MIDLAND DR. N. OF WADLEY AVE.	24,498	12/5/2012	23,803	8/9/2011	2.92%
130	MIDLAND DR. N. OF WALL ST.	7,218	12/5/2012	6,871	8/10/2011	5.05%
131	MISSOURI AVE. W. OF A ST.	1,745	11/13/2012	1,519	8/10/2011	14.88%
132	MOCKINGBIRD LN. W. OF BIG SPRING ST.	764	11/14/2012	649	8/10/2011	17.72%
133	MOCKINGBIRD LN. W. OF MIDKIFF RD.	3,534	11/14/2012	3,442	8/11/2011	2.67%
134	MOCKINGBIRD LN. W. OF MIDLAND DR.	531	11/14/2012	542	8/11/2011	-2.03%
135	MOCKINGBIRD LN. W. OF WHITMAN DR.	637	11/14/2012	694	8/11/2011	-8.21%
136	NEELY AVE. W. OF A ST.	3,607	11/14/2012	3,555	8/15/2011	1.46%
137	NEELY AVE. W. OF BIG SPRING ST.	3,920	5/9/2012	3,896	8/15/2011	0.62%
138	NEELY AVE. W. OF GARFIELD ST.	4,621	5/9/2012	4,594	8/15/2011	0.59%
139	NEELY AVE. W. OF MIDKIFF RD.	3,062	5/9/2012	3,048	8/15/2011	0.46%
140	NEELY AVE. W. OF MIDLAND DR.	2,720	5/9/2012	2,705	8/15/2011	0.55%
141	OHIO AVE. W. OF MARIENFELD ST.	1,851	5/9/2012	1,821	8/15/2011	1.65%
142	RANKIN HWY. N. OF LONGVIEW AVE.	23,999	5/10/2012	23,114	8/22/2011	3.83%
143	RANKIN HWY. S. OF I-20	12,185	5/10/2012	11,860	8/22/2011	2.74%
144	TERRELL ST. N. OF FLORIDA AVE.	3,486	5/2/2012	3,426	8/23/2011	1.75%
145	TERRELL ST. N. OF FRONT ST.	2,256	5/2/2012	2,218	8/23/2011	1.71%
146	TEXAS AVE. W. OF A ST.	3,721	12/5/2012	3,247	8/29/2011	14.60%
147	THOMASON DR. E. OF LOOP-250	6,778	11/15/2012	6,710	8/17/2011	1.01%
148	THOMASON DR. E. OF MIDLAND DR.	6,987	11/15/2012	6,875	8/17/2011	1.63%
149	WADLEY AVE. W. OF A ST.	26,321	5/15/2012	25,754	8/30/2011	2.20%
150	WADLEY AVE. W. OF BIG SPRING ST.	20,002	4/11/2012	19,144	8/31/2011	4.48%

2012 ANNUAL TRAFFIC COUNTS

#	LOCATIONS	2012 COUNT	DATE	2011 COUNT	DATE	CHANGE
151	WADLEY AVE. W. OF FAIRGROUNDS RD.	3,531	12/10/2012	3,762	8/11/2011	-6.14%
152	WADLEY AVE. W. OF GARFIELD ST.	25,032	4/4/2012	24,372	9/6/2011	2.71%
153	WADLEY AVE. W. OF GODFREY ST.	24,298	3/7/2012	23,829	9/19/2011	1.97%
154	WADLEY AVE. W. OF I ST.	26,501	2/14/2012	25,049	9/21/2011	5.80%
155	WADLEY AVE. W. OF LAMESA RD.	9,005	2/21/2012	8,795	9/21/2011	2.39%
156	WADLEY AVE. W. OF LOOP 250	3,649	12/10/2012	3,390	9/26/2011	7.64%
157	WADLEY AVE. W. OF MIDKIFF RD.	26,984	12/10/2012	25,070	9/27/2011	7.63%
158	WADLEY AVE. W. OF MIDLAND DR.	21,589	12/12/2012	20,113	9/29/2011	7.34%
159	WADLEY AVE. W. OF WARD ST.	25,514	11/19/2012	23,964	9/28/2011	6.47%
160	WALL ST W. OF FRONT ST.	1,582	11/19/2012	1,594	10/6/2011	-0.75%
161	WALL ST. W. OF A ST.	13,973	1/17/2012	13,669	10/10/2011	2.22%
162	WALL ST. W. OF ANDREWS HWY.	13,539	1/17/2012	13,009	10/10/2011	4.07%
163	WALL ST. W. OF THOMASON DR.	16,876	2/7/2012	15,099	10/5/2011	11.77%
164	WARD ST. N. OF HAYNES AVE..	1,719	1/4/2012	1,673	10/4/2011	2.75%
165	WARD ST. N. OF WADLEY AVE.	2,904	1/4/2012	2,810	10/4/2011	3.35%
166	WHITNEY ST. N. OF ANDREWS HWY.	2,836	1/4/2012	2,820	10/4/2011	0.57%

2012 INTERSECTION COUNTS

#	LOCATION	DATE	COUNT
1	A ST. & CUTHBERT AVE.	8/20/2012	16,131
2	A ST. & ILLINOIS AVE.	8/21/2012	13,484
3	A ST. & LOUISIANA AVE.	8/21/2012	14,458
4	A ST. & MICHIGAN AVE.	8/21/2012	14,192
5	A ST. & MISSOURI AVE.	8/22/2012	4,224
6	A ST. & NEELY AVE.	8/14/2012	15,536
7	A ST. & SCHARBAUER DR.	8/20/2012	18,073
8	A ST. & TEXAS AVE.	8/22/2012	9,237
9	A ST. & WADLEY AVE.	5/1/2012	28,772
10	A ST. & WALL ST.	8/22/2012	14,721
11	AIR PARK RD. & BIG SPRING ST.	5/7/2012	26,821
12	ANDREWS HWY. & ALPINE ST.	10/16/2012	31,831
13	ANDREWS HWY. & CUTHBERT AVE.	10/2/2012	35,967
14	ANDREWS HWY. & GODFREY ST.	10/16/2012	35,068
15	ANDREWS HWY. & ILLINOIS AVE.	9/24/2012	34,836
16	ANDREWS HWY. & LOOP 250	6/18/2012	37,043
17	ANDREWS HWY. & LOUISIANA AVE.	9/26/2012	32,042
18	ANDREWS HWY. & MICHIGAN AVE.	9/26/2012	29,277
19	ANDREWS HWY. & MIDKIFF RD.	10/15/2012	45,765
20	ANDREWS HWY. & MIDLAND DR.	10/17/2012	47,411
21	ANDREWS HWY. & OHIO AVE.	9/25/2012	30,722
22	ANDREWS HWY. & TEXAS AVE.	9/24/2012	27,198
23	ANDREWS HWY. & WALL ST.	9/18/2012	30,998
24	ANDREWS HWY. & WHITNEY DR.	10/2/2012	30,495
25	BANKHEAD HWY. & INDUSTRIAL AVE.	7/31/2012	15,195

2012 INTERSECTION COUNTS

#	LOCATION	DATE	COUNT
26	BANKHEAD HWY. & MIDKIFF RD.	7/31/2012	15,954
27	BI-20 & EISENHOWER DR.	2/29/2012	20,745
28	BI-20 & LOOP 250 E.	3/1/2012	21,883
29	BI-20 & LOOP 250 W.	3/1/2012	24,660
30	BIG SPRING ST. & CUTHBERT AVE.	6/21/2012	29,939
31	BIG SPRING ST. & FLORIDA AVE.	3/21/2012	28,850
32	BIG SPRING ST. & GOLF COURSE RD.	5/9/2012	25,252
33	BIG SPRING ST. & ILLINOIS AVE.	6/27/2012	25,858
34	BIG SPRING ST. & LOOP 250	5/7/2012	28,633
35	BIG SPRING ST. & LOUISIANA AVE.	6/26/2012	25,283
36	BIG SPRING ST. & MICHIGAN AVE.	6/26/2012	24,828
37	BIG SPRING ST. & MISSOURI AVE.	7/24/2012	21,086
38	BIG SPRING ST. & NEELY AVE.	5/9/2012	29,525
39	BIG SPRING ST. & OHIO AVE.	6/27/2012	23,025
40	BIG SPRING ST. & SCHARBAUER DR.	6/21/2012	32,250
41	BIG SPRING ST. & TEXAS AVE.	6/27/2012	23,864
42	BIG SPRING ST. & WADLEY AVE.	6/26/2012	34,071
43	BIG SPRING ST. & WALL ST.	7/24/2012	25,781
44	BRIARWOOD ST. & HOLIDAY HILL RD.	7/25/2012	11,141
45	BRIARWOOD AVE. & MATHIS ST.	7/25/2012	8,588
46	BRIARWOOD AVE. & MIDLAND DR.	7/23/2012	21,477
47	C ST. & ILLINOIS AVE.	10/17/2012	5,806
48	CARVER ST. & FRONT AVE.	2/7/2012	12,828
49	CIRCLE DR. & WALL ST.	9/18/2012	11,943
50	COLORADO ST. & ILLINOIS AVE.	10/18/2012	4,713

2012 INTERSECTION COUNTS

#	LOCATION	DATE	COUNT
51	COLORADO ST. & MISSOURI AVE.	10/18/2012	3,147
52	COLORADO ST. & TEXAS AVE.	10/18/2012	3,318
53	COLORADO ST. & WALL ST.	10/18/2012	5,934
54	COURTYARD & MIDKIDFF RD.	5/21/2012	26,108
55	CUTHBERT AVE. & GARFIELD ST.	4/17/2012	16,979
56	CUTHBERT AVE. & LAMESA RD.	8/14/2012	9,401
57	CUTHBERT AVE. & MIDKIFF RD.	8/6/2012	26,454
58	CUTHBERT AVE. & MIDLAND DR.	7/26/2012	19,385
59	FAIRGROUNDS RD. & GARDEN CITY HWY.	3/19/2012	15,794
60	FLORIDA AVE. & LAMESA RD.	3/19/2012	15,907
61	FLORIDA AVE. & MAIN ST.	3/20/2012	15,543
62	FLORIDA AVE. & TERRELL ST.	3/20/2012	13,677
63	FRONT AVE. & GARFIELD ST.	8/16/2012	27,974
64	FRONT AVE. & LAMESA RD.	2/15/2012	17,601
65	FRONT AVE. & MAIN ST.	2/15/2012	14,783
66	FRONT AVE. & MARIENFELD ST.	2/21/2012	15,808
67	FRONT AVE. & TERRELL ST.	2/21/2012	16,214
68	GARFIELD ST. & GOLF COURSE RD.	4/4/2012	22,926
69	GARFIELD ST. & LOOP 250	8/14/2012	32,344
70	GARFIELD ST. & LOUISIANA AVE.	4/17/2012	12,221
71	GARFIELD ST. & MAXWELL DR.	4/18/2012	24,966
72	GARFIELD ST. & MICHIGAN AVE.	5/1/2012	9,920
73	GARFIELD ST. & MISSOURI AVE.	9/18/2012	18,116
74	GARFIELD ST. & NEELY AVE.	4/4/2012	17,475
75	GARFIELD ST. & SIESTA LN.	4/18/2012	22,891

2012 INTERSECTION COUNTS

#	LOCATION	DATE	COUNT
76	GARFIELD ST. & WADLEY AVE.	4/3/2012	40,368
77	GODFREY ST. & WADLEY AVE.	4/2/2012	26,729
78	GOLF COURSE RD. & LAMESA RD.	9/25/2012	9,677
79	GOLF COURSE RD. & MIDKIFF RD.	10/15/2012	32,761
80	HAYNES AVE. & MIDKIFF RD.	5/21/2012	25,671
81	I-20 & RANKIN HWY. N	3/5/2012	25,618
82	I-20 & RANKIN HWY. S	3/5/2012	21,241
83	I ST. & WADLEY AVE.	5/1/2012	27,594
84	ILLINOIS AVE. & LORAIN ST.	10/29/2012	4,263
85	ILLINOIS AVE. & MAIN ST.	10/29/2012	6,981
86	ILLINOIS AVE. & MARIENFELD ST.	10/29/2012	7,019
87	ILLINOIS AVE. & McDONALD ST.	9/17/2012	14,536
88	ILLINOIS AVE. & MIDKIFF RD.	8/6/2012	29,962
89	ILLINOIS AVE. & MIDLAND DR.	7/30/2012	21,494
90	INDUSTRIAL AVE. & MIDKIFF RD.	7/31/2012	15,195
91	LAMESA RD. & SCHARBAUER DR.	8/8/2012	10,963
92	LAMESA RD. & SOUTH ST.	8/14/2012	7,232
93	LAMESA RD. & WADLEY AVE.	8/9/2012	12,540
94	LONGVIEW AVE. & RANKIN HWY.	3/5/2012	22,033
95	LOOP 250 & MIDKIFF RD.	3/27/2012	43,596
96	LOOP 250 & MIDLAND DR.	3/28/2012	47,788
97	LOOP 250 & THOMASON DR.	6/14/2012	18,801
98	LOOP 250 & TREMONT AVE.	3/7/2012	24,602
99	LOOP 250 & WADLEY AVE.	3/6/2012	32,129
100	LORAIN ST. & MISSOURI AVE.	10/30/2012	2,486

2012 INTERSECTION COUNTS

#	LOCATION	DATE	COUNT
101	LORAIN ST. & TEXAS AVE.	10/30/2012	2,964
102	LORAIN ST. & WALL ST.	10/30/2012	4,883
103	MAIN ST. & SCHARBAUER DR.	9/17/2012	8,128
104	MAIN ST. & TEXAS AVE.	10/31/2012	6,134
105	MAIN ST. & WALL ST.	10/31/2012	7,313
106	MARIENFELD ST. & MISSOURI AVE.	10/31/2012	4,282
107	MARIENFELD ST. & TEXAS AVE.	10/30/2012	5,727
108	MARIENFELD ST. & WALL ST.	10/29/2012	10,917
109	MIDKIFF RD. & NEELY AVE.	8/7/2012	28,154
110	MIDKIFF RD. & WADLEY AVE.	4/3/2012	47,789
111	MIDKIFF RD. & WALL ST.	2/27/2012	35,020
112	MIDLAND DR. & NEELY AVE.	7/26/2012	26,500
113	MIDLAND DR. & ST. ANDREWS DR.	7/23/2012	23,484
114	MIDLAND DR. & TARGET	7/23/2012	23,460
115	MIDLAND DR. & THOMASON DR.	7/30/2012	14,804
116	MIDLAND DR. & WADLEY AVE.	3/28/2012	42,213
117	THOMASON DR. & WALL ST.	3/7/2012	20,002
118	WADLEY AVE. & SUNBURST DR.	2/27/2012	26,790
119	WADLEY AVE. & WARD ST.	4/2/2012	27,091
120	WALL ST. & WILLIAMS ST.	2/27/2012	18,917

2012 SPECIAL COUNTS

#	LOCATION	DIRECTION	DATE	COUNT
1	1700 CESSNA DR.	NB & SB	3/6/2012	482
2	2800 MICHIGAN AVE.	EB & WB	2/2/2012	629
3	306 SUNSET ST. (ALLEY)	NB & SB	2/14/2012	13
4	3300 HAYNES AVE.	EB & WB	12/4/2012	1,436
5	3300 MICHIGAN AVE.	EB & WB	10/29/2012	203
6	3400 ILLINOIS AVE. (ALLEY)	EB	5/9/2012	111
7	4400 STOREY AVE.	EB	7/11/2012	578
8	4500 SPENCE DR.	NB & SB	11/27/2012	300
9	4600 GREENTREE BLVD.	EB & WB	5/31/2012	2,270
10	4600 GULF AVE. (ALLEY)	EB & WB	12/18/2012	30
11	5005 WIDNER STRIP	NB & SB	4/12/2012	318
12	800 CANYON DR.	EB & WB	11/1/2012	251
13	ALPINE ST. & OHIO AVE.	ALL	5/16/2012	736
14	AVALON DR.	NB & SB	2/1/2012	563
15	BENTON ST. & MAGNOLIA AVE.	ALL	12/12/2012	710
16	BI-20 & LIBERTY DR.	ALL	6/18/2012	5,389
17	BI-20 & TRADEWINDS BLVD.	ALL	6/18/2012	5,538
18	BIG SPRING ST. N. OF LOOP 250	NB & SB	9/26/2012	8,429
19	BLUEBIRD LN. & COLEMAN CT.	EB & WB	7/30/2012	721
20	BRIARWOOD AVE. & MATHIS ST.	EB & WB	6/1/2012	16,877
21	BRIARWOOD AVE. E. OF AVALON DR.	EB & WB	6/11/2012	6,942
22	BRIARWOOD AVE. E. OF AVALON DR.	EB & WB	7/26/2012	6,777
23	BRIARWOOD AVE. W. OF N.C.R. 1275	EB & WB	6/11/2012	5,279
24	BRIARWOOD AVE. W. OF N.C.R. 1275	EB & WB	7/25/2012	5,094
25	BROMLEY PL. & MIDKIFF RD.	ALL	6/28/2012	2,917

2012 SPECIAL COUNTS

#	LOCATION	DIRECTION	DATE	COUNT
26	CALDERADR. B/T BILLINGSLY BLVD. & MELVILLE DR.	EB & WB	5/16/2012	1,085
27	CALDERA BLVD. & VISTA WEST PKWY.	ALL	4/11/2012	837
28	CARRIZO ST. & PECOS ST.	ALL	10/23/2012	1,531
29	CASTLEFORD BLVD. B/T KNIGHTS PL. & RICHMOND DR.	EB & WB	7/31/2012	1,488
30	CHAMPIONS DR. & LOOP 250	ALL	6/27/2012	1,414
31	CHAMPIONS DR. & TRADEWINDS BLVD.	ALL	6/27/2012	3,020
32	COLLEGE AVE. & E ST.	ALL	3/6/2012	592
33	CROWLEY BLVD. & LLANO CT.	NB & SB	4/12/2012	953
34	CULVER DR. & SINCLAIR AVE.	ALL	11/19/2012	554
35	CUMBERLAND DR. & PECAN AVE.	ALL	5/21/2012	249
36	CUTHBERT AVE. & MABERRY ST.	ALL	8/13/2012	4,121
37	CUTHBERT AVE. & MOGFORD ST.	ALL	8/6/2012	3,651
38	DEAUVILLE BLVD. & LOOP 250	ALL	6/28/2012	3,019
39	DEAUVILLE BLVD. & HWY. 191	ALL	6/25/2012	4,166
40	DEAUVILLE BLVD. & TRADEWINDS BLVD.	ALL	6/14/2012	4,213
41	DORMARD AVE. & PECOS ST.	ALL	4/23/2012	912
42	EDGEWOOD DR. & RIC DR.	ALL	8/20/2012	923
43	FAIRGROUNDS RD. S. OF WADLEY AVE.	NB & SB	8/21/2012	4,341
44	FAIRGROUNDS RD. S. OF WADLEY AVE.	NB & SB	10/2/2012	9,090
45	G ST. & HOLLOWAY AVE.	ALL	7/31/2012	601
46	G ST. & INDIANA AVE.	ALL	7/31/2012	557
47	GARFIED ST. N. OF BLUEBIRD LN.	NB & SB	8/29/2012	1,890
48	GARFIELD ST. & RAILROAD TRACKS	NB & SB	11/27/2012	16,232
49	GREENTREE BLVD.	EB & WB	8/28/2012	1,888
50	HOMESTEAD BLVD. W. OF BRENTWOOD DR.	EB & WB	10/23/2012	475

2012 SPECIAL COUNTS

#	LOCATION	DIRECTION	DATE	COUNT
51	HWY. 191 & TRADEWINDS BLVD.	ALL	6/25/2012	3,863
52	HWY. 80 SVC. RD.	EB & WB	9/5/2012	3,323
54	HWY. 80 W. OF LOOP 250	EB & WB	9/5/2012	19,341
55	I ST. & SCHARBAUER DR.	NB & SB	2/21/2012	1,042
56	I-20 S.S.R. & MIDKIFF RD.	ALL	6/11/2012	13,889
57	LOOP 250 & MIDKIFF RD.	EB & WB	12/18/2012	42,379
58	LOOP 250 & STARBOARD DR.	EB & WB	6/18/2012	204
59	LOOP 250 & STARBOARD DR.	SB	6/18/2012	7,435
60	MIDKIFF RD. & MOCKINGBIRD LN.	ALL	6/28/2012	5,078
61	MOCKINGBIRD LN. & WHITMAN DR.	ALL	10/17/2012	2,729
62	SENTINAL DR. & CESSNA DR.	ALL	4/12/2012	597
63	SHAWNEE	NB & SB	2/7/2012	120
64	SINCLAIR AVE. & WYDEWOOD DR.	ALL	7/11/2012	2,223
65	TODD RD. B/T BI-20 & LOOP 250	NB & SB	5/30/2012	850
66	W. DAKOTA AVE.	EB & WB	2/2/2012	374
67	WESTERN DR. & SCHARBAUER DR.	NB & SB	2/21/2012	513



City Council Agenda

Approved for Agenda:
jnichols
City Manager's Office

MEETING DATE: 2/26/2013

TO: City Council / City Manager

FROM: Gary Saunders, Transportation Manager

SUBJECT: Consider an ordinance establishing intersection stops at various locations within the City of Midland, Texas; requiring and authorizing the posting of appropriate signs at intersections; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars (\$200.00); and ordering publication.

Purpose:

Consider an ordinance establishing intersection stops at various locations within the City of Midland, Texas; requiring and authorizing the posting of appropriate signs at intersections; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two hundred dollars (\$200.00); and ordering publication.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Approximately \$1800.00 for installation cost of signs including materials, equipment and labor.

Discussion:

The Legal Department has prepared an ordinance for second reading authorizing the installation of stop signs at various intersections within the City of Midland. This ordinance has been requested to assign right-of-way for the motorist at each intersection in compliance with the Texas Manual on Uniform Traffic Control Devices. The intersections are as follows:

On Champions Drive @ Tradewinds Boulevard for east bound traffic.

On Clements Court @ Nolan Ryan Drive for north bound traffic.

On DiMaggio Court @ Legends Boulevard for north and south bound traffic.

On Gehrig Avenue @ Nolan Ryan Drive for north bound traffic.

On Koufax Court @ Nolan Ryan Drive for north bound traffic.

On Legends Boulevard @ Nolan Ryan Drive for east and west bound traffic.

On Legends Boulevard @ Tradewinds Boulevard for east bound traffic.

On Mantle Court @ Nolan Ryan Drive for north bound traffic.

On Mays Drive @ Mays Drive for north bound traffic.

On Mays Drive @ Nolan Ryan Drive for north bound traffic.

On Mays Drive @ Wagner Street for south bound traffic.

On Wagner Street @ Legends Boulevard for south bound traffic.

Attached is a map indicating the location of each proposed stop sign.

Staff recommends approval of this ordinance.

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING INTERSECTION
STOPS AT VARIOUS LOCATIONS WITHIN THE CITY
OF MIDLAND, TEXAS; REQUIRING AND
AUTHORIZING THE POSTING OF APPROPRIATE
SIGNS AT INTERSECTIONS; CONTAINING A
CUMULATIVE CLAUSE; CONTAINING A SAVINGS
AND SEVERABILITY CLAUSE; PROVIDING FOR A
MAXIMUM PENALTY OR FINE OF TWO HUNDRED
DOLLARS (\$200.00); AND ORDERING PUBLICATION**

WHEREAS, the Council finds that the unusual character and volume of traffic on various intersecting streets within the City require that operators of motor vehicles traveling along said streets to stop before entering said intersections; and

WHEREAS, the Council finds it to be in the public interest to authorize and require the establishment of stop signs at said intersections;

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

SECTION ONE. In addition to all other stop signs, stop signs at the intersections enumerated in the following list are hereby ordered to be erected and are hereby validated and fully authorized, whether the same have already been placed and are existing upon said intersections, or shall be placed there hereafter, and all persons operating vehicles upon or over the streets of the City of Midland shall obey such stop signs. All streets located in the column under the word “On” are the streets on which stop signs are hereby ordered and authorized at their intersection with the streets listed on the same line and in the column immediately to the right headed by the word “At”.

ON

“A” St.
“A” St.
“A” St.
Aberdeen Dr.
Adams St.
Adams St.
Adams St.
Advance Ave.
Ainslee St.
Ainslee St.

AT

Indiana Ave.
Mockingbird Ln.
Soloman Ln.
Spraberry Dr.
Indiana Ave.
Pennsylvania Ave.
Wall St.
Industrial Ave.
Bedford Dr.
Cuthbert Ave.

ON

Ainslee St.
Ainslee St.
Ainslee St.
Airport 20 Rd.
Alice St.
Alice St.
Alice St.
Almont Pl.
Alpine St.
Alpine St.
Andrews Hwy. Frontage
Andover Ave.
Anetta Dr.
Anetta Dr.
Anetta Dr.
Anetta Dr.
Angelina Dr.
Apache Dr.
Apperson Dr.
Apperson Dr.
Apple Creek Rd.
Apple Creek Rd.
Arapahoe Rd.
Arbor Cir.
Arroyo Dr.
Ashwood Ct.
Aspen Dr.
Aster Ave.
Aster Ave.
Atlanta St.
Atlanta St.
Auburn Ct.
Auburn Dr.
Aurora Ln.
Aurora Ln.
Austin St.
Austin St.
Avalon Dr.
Avondale Dr.
Avondale Dr.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
"B" St.
Baird St.
Baird St.
Baird St.
Baird St.

AT

Kansas Ave.
Louisiana Ave.
Princeton Ave.
La Force Blvd.
Barkley Ave.
Delano Ave.
Franklin Ave.
Gunnison Dr.
Cuthbert Ave.
Louisiana Ave.
Godfrey St.
Ward St.
Eisenhower Dr.
Raymond Rd.
Spraberry Dr.
Waverly Dr.
Haynes Ave.
Waverly Dr.
Maxwell Ave.
Whitney Dr.
Mathis St.
Oak Valley Dr.
Elkins Rd.
Sunshine Pkwy.
Haynes Ave.
Heritage Blvd.
Mark Ln.
Avalon Dr.
Golden Gate Dr.
Gist Ave.
Hicks Ave.
Ward St.
Whitney Dr.
McDonald Dr.
Suncrest Ave.
Bedford Dr.
Cuthbert Ave.
Briarwood Ave.
McDonald Dr.
Raymond Dr.
Cuthbert Ave.
Harvard Ave.
Indiana Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
California Ave.
Hicks Ave.
Indiana Ave.
Kentucky Ave.

Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baird St.
Baldwin St.
Baldwin St.
Baldwin St.
Baltic Ave.
Baltic Ave.
Banks Dr.
Banks Dr.
Barber St.
Barber St.
Barber St.
Barber St.
Barkley Ave.
Barkley Ave.
Baumann Ave.
Baybrook Dr./Ct.
Baybrook Dr./Pl.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Dr.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Ave.
Bedford Dr.
Bedford Ave.
Bedford Ave.
Belair Dr.
Bellechasse Ct.
Belmont St.
Belmont St.
Belmont St.
Benton St.
Benton St.
Benton St.
Benton St.
Bentwood Dr.
Bentwood Dr.
Bentwood Dr.
Bentwood Dr.

Longview Ave. (northbound)
Longview Ave. (southbound)
Louisiana Ave.
Main St.
Michigan Ave.
New Jersey Ave.
New York Ave.
Taylor Ave.
Brunson Ave.
Holloway Ave.
Kentucky Ave.
Dormard Ave.
Pacific Ave.
La Force Blvd.
Sloan Field Blvd.
Dormard Ave.
Golf Course Rd.
Magnolia Ave.
Shandon Ave.
Crestview Rd.
Powell St.
Alpine St.
Rockwood Dr.
Valwood Dr.
Alpine St.
Austin St.
Delmar St.
E. Broadway St.
“G” St.
Godfrey St. (westbound)
Idlewilde Dr.
Lanham St.
Maberry St.
Manor St.
McDonald St.
Mogford St.
“N” St.
Tarleton St.
Stonybrook Dr.
Chapel Hill Dr.
Gist Ave.
Griffin Ave.
Hicks Ave.
Golf Course Rd.
Indiana Ave.
New York Ave.
Oak Ave.
Crescent Dr.
Cuthbert Ave.
Graceland Dr.
Ric Dr.

ON

Billingsley Blvd.
Bishops Castle Dr.
Bluebird Ln.
Blue Bonnet Ave.
Blue Bonnet Ave.
Boeing Dr.
Boeing Dr.
Bonham St.
Boulder Dr.
Bowie Dr.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boyd Ave.
Boeing Dr.
Boyd Ave.
Brazos Ave.
Breckenridge Dr.
Brentwood Dr.
Broadway St.
Brookdale Dr.
Brookdale Dr.
Brooks Dr. (both intersections)
Brownwood Dr.
Bryant St.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burchill Dr.
Burleson St.
Burleson St.
Burleson St.
Butler Ave.
Butler Ave.
Butternut Ln.
Butternut Ln.
“C” St. (northbound traffic)
“C” St.
“C” St.
“C” St.
“C” St. (southbound traffic)
“C” St.
“C” St.
“C” St.
Calhoun St.
California Ave.
California Ave.
California Ave.
California Ave.
California Ave.
Camarie Ave.

AT

Caldera Blvd.
Castleford Rd.
Midkiff Rd.
Avalon Dr.
Golden Gate Dr.
Neely Ave.
Sentinel Dr.
Cuthbert Ave.
Haynes Ave.
Bentwood Dr.
Godfrey St.
Lanham St.
Mogford St.
“N” St.
Fannin Ave.
Tarleton St.
Amistad Dr.
Durango Dr.
Homestead Blvd.
Cuthbert Ave.
Anetta Dr.
Eisenhower Dr.
Raymond Rd.
Bentwood Dr.
Humble Ave.
Anetta Dr.
Erie Dr.
Parkdale Dr.
Pasadena Dr.
Brunson Ave.
Kentucky Ave.
Washington Ave.
Baird St.
Main St.
Jackson St.
Oak Ave.
College Ave.
Cuthbert Ave.
Golf Course Rd.
Gulf Ave.
Indiana Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Indiana Ave.
Carver St.
Main St.
Marienfeld St.
Tilden St.
Webster St.
Lanham St.

ON

Camarie Ave.
Camarie Ave.
Camarie Ave.
Camarie Ave.
Camp St.
Camp St.
Camp St.
Camp St.
Canadian Ave.
Canemont Dr.
Cantebury Dr.
Canyon Dr. (both intersections)
Canyon/Devonian Dr.
Cardinal Ln.
Carlton St.
Carnation Ave.
Carnation Ave.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carrizo St.
Carter Ave.
Carver St.
Carver St.
Carver St.
Castle Pine Rd.
Castleford Rd.
Castleford Rd.
Castleford Rd.
Castleford Rd.
Castlerock Ct.
Cedar Ave.
Cedar Ave.
Cedar Ave.
Cedar Spring Dr.
Cedar Spring Dr.
Cessna Dr.
Cessna Dr.
Cessna Dr.
Cessna Dr.
Cessna Dr.
Champions Dr.
Chapel Hill Dr.
Chapel Hill Dr.
Chatham Ct.
Cherokee Dr.
Cherry Ln.

AT

Mogford St.
Tarleton St.
Ward St.
Whitney Dr.
Carter Ave.
Dakota Ave.
Griffin Ave.
Industrial Ave.
Amistad Dr.
Tremont Ave.
Polo Pkwy.
Raymond Rd.
Spraberry Dr.
Oriole Dr.
Kentucky Ave.
Avalon Dr.
Golden Gate Dr.
Cuthbert Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Nobles Ave.
Ohio Ave.
Storey Ave.
Tennessee Ave.
Garfield St.
Dormard Ave.
Golf Course Rd.
Indiana Ave.
Spence Dr.
Lancashire Rd.
Los Alamitos Rd.
Melville Dr.
Polo Pkwy.
Durango Dr.
Cottonwood Ave.
Main St.
Tyler St.
Devonian Dr.
Raymond Rd.
Fannin Ave.
Neely Ave.
Sentinel Dr.
Shell Ave.
Stanolind Ave.
Tradewinds Blvd.
Bluebird Ln.
Keswick Rd.
Ward St.
Eisenhower Dr.
Carver St.

ON

Cherrywood Dr.
Cherrywood Dr.
Cherrywood Ct.
Chestnut Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cimmaron Ave.
Cindy Pl.
Claremont Dr.
Clarewood Dr.
Clarewood Dr.
Clark St.
Clark St.
Clay St.
Clements Ct.
Cloudercroft Ct.
Club Dr.
Co. Rd. 1220 S.
Co. Rd. 83
Collins Ave.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Colorado St.
Commerce Dr.
Commerce Dr.
Community Ln.
Community Ln.
Community Ln.
Compton Dr.
Concho Dr.
Concord Ave.
Connell St.

AT

Lemonwood Dr.
Northcrest Dr.
Oriole Dr.
Carver St.
Dengar Ave.
"I" St.
Mogford St.
Lanham St.
Mark Ln.
McDonald Dr.
Racquet Club Dr.
Shandon Ave.
Tarleton St.
Ward St.
Wedgewood St.
Ward St.
Whitney Dr.
Wydewood Dr.
Tremont Ave.
Greenville Cir.
Wood Dr.
Brunson Ave.
Kentucky Ave.
Indiana Ave.
Nolan Ryan Dr.
Mark Ln.
Nobles Ave.
Industrial Ave.
Co. Rd. 1162
Main St.
Cuthbert Ave.
Dakota Ave.
Francis Ave.
Gist Ave.
Hicks Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
New Jersey Ave.
New York Ave.
Pennsylvania Ave.
Rhode Island Ave.
I-20 N. Frontage Rd.
Industrial Ave.
"H" St.
"J" St.
"N" St.
Haynes Ave.
Amistad Dr.
Lanham St.
Carter Ave.

Connell St.
Conroe Ct.
Conroe St.
Conroe St.
Cotton Flat Rd.
Cottonwood Ave.
Cottonwood Ave.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Country Club Dr.
Cowden Ave.
Cowden Ave.
Cowden Ave.
Cowden Ave.
Cranston Pl.
Crenshaw Dr.
Crescent Dr.
Crescent Dr.
Crescent Dr.
Crest Dr.
Crestdale St.
Crested Butte Ct.
Crestfield St.
Crestgate Ave.
Crestgate Ave.
Crestgate Ave.
Crestgate Ave.
Crestmont Dr.
Crestmont Dr.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestview Rd.
Crestway Ln.
Crista Ln.
Crista Ln.
Crockett Ave.

Industrial Ave.
Rio Grande Dr.
Lavaca Ave.
Rio Grande Dr.
Industrial Ave.
Golf Course Rd.
Main St.
E. Broadway St.
W. Broadway St.
"D" St.
Delmar St.
"G" St.
Idlewilde Dr.
"L" St.
Lanham St.
Mogford St.
"N" St.
Ward St.
Carver St.
Dallas St.
Edwards St.
Main St.
Crowley Blvd.
Palmer Dr.
Bentwood Dr.
Eisenhower Dr.
Glenwood Dr.
Club Dr.
Crestgate Ave.
Gunnison Dr.
Crestgate Ave.
Crestdale St.
Crestfield St.
Crestway Ln.
Gateway St.
Tremont Ave.
Whittle Way
Delano Ave.
Kansas Ave.
Kessler Ave.
Louisiana Ave.
Mariana Ave.
Michigan Ave.
Ohio Ave.
Roosevelt Ave.
Storey Ave.
Travis Ave.
Crestgate Ave.
Bluebird Ln.
Caldera Blvd.
Bentwood Dr.

ON

Crockett Ave.
Crockett Ave.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Crowley Blvd.
Culver Dr.
Culver Dr.
Cumberland Dr.
Cumberland Dr.
Cunningham Dr.
Cunningham Dr.
Cuthbert Ave.
Cuthbert Ave.
Cuthbert Ave.
Cuthbert Ave.
"D" St.
"D" St.
"D" St.
"D" St.
"D" St.
"D" St.
"D" St.
"D" St.
"D" St.
"D" St.
Dahlia Ave.
Dahlia Ave.
Dakota Ave.
Dakota Ave.
Dakota Ave.
Dakota Ave.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dallas St.
Dartmouth Dr.
Daventry Rd.
Daventry Rd.
Davis Ave.
Davis Ave.
Davis Ave.
Dawn Cir. (both intersections)

AT

Edgewood Dr.
Goliad Dr.
Grassland Blvd.
Hereford Blvd.
Heritage Blvd.
Highland Blvd.
Wadley Ave.
Neely Ave.
Sentinel Dr.
Neely Ave.
Ventura Ave.
Holly Dr.
Howard Dr.
Carver St.
Maberry St.
Main St.
Mogford St.
College Ave.
Cuthbert Ave.
Douglas Ave.
Golf Course Rd.
Harvard Ave.
Humble Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Avalon Dr.
Golden Gate Dr.
Johnston St.
Main St.
Marshall St.
Weatherford St.
Cuthbert Ave.
Garden Ln.
Golf Course Rd.
Hicks Ave.
New Jersey Ave.
New York Ave.
Louisiana Ave.
Nobles Ave.
Ohio Ave.
Parker Ave.
Taylor Ave.
Culpepper Dr.
Castleford Rd.
Lancashire Rd.
Carver St.
Lamesa Rd.
Lee St.
Haynes Ave.

ON

Deeanna Ln.
Deeanna Ln.
Deer Run Ave.
Delano Ave.
Delano Ave.
Delano Ave.
Delano Ave.
Delano Ave.
Delmar Dr.
Delmar Dr.
Delmar Dr.(northbound only)
Delmar St.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Dengar Ave.
Denterest Dr.
Denterest Dr.
Denterest Dr. (southern most intersection)
Denton St.
Denton St.
Desta Dr. (both intersections)
Devlin Pl.
Devonian Dr.
Devonian Dr.
Devonian Dr.
Devonian Dr.
Dimaggio Ct.
Dormard Ave.
Dormard Ave.
Dormard Ave.
Dormard Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.
Douglas Ave.

AT

Crowley Blvd.
Hereford Blvd.
Hilltop Dr.
E. Circle Dr.
Holly Dr.
Powell St.
Roosevelt Dr.
Tanner Dr.
Leddy Dr.
Cuthbert Ave.
Lockheed Ave.
Storey Ave.
Barber St.
Edwards St.
"I" St.
Lanham St.
Loma Dr.
Main St.
Mark Ln.
Neely Ave.
Pecos St.
Tarleton St.
Ward St.
Whitney Dr.
Wydeewood Dr.
Tremont Ave.
Whittle Way
Whittle Way
Cuthbert Ave.
Douglas Ave.
Smith Rd.
Crowley Blvd.
Cedar Spring Rd.
Monty Dr.
Raymond Rd.
Tanner Dr.
Legends Blvd.
Boardwalk
Edwards St.
Loma Ave.
Main St.
Alpine St.
"B" St.
"D" St.
Delmar Ave.
"H" St.
"J" St.
"L" St.
McDonald St.
"N" St.
Tarleton St.

Douglas Ave.
Douglas Ave.
Douglas Ave.
Dowdle Dr.
Dowdle Dr.
Downing Ave.
Drexel Ct.
Dunbar St.
Durant Dr.
Durant Dr.
Durant Dr.
Dyer Cir.
“E” St.
“E” St.
“E” St.
“E” St.
E. Broadway St.
E. Broadway St.
E. Broadway St.
E. Broadway St.
E. Circle Dr.
E. Industrial Loop
Earhart Dr. (both intersections)
Edgewood Dr.
Eastview Dr.
Eastwood Dr.
Edgebrook Dr./Ct.
Edgebrook Dr./Pl.
Edgemont Dr.
Edgemont Dr.
Edgewood Dr.
Edgewood Dr.
Edgewood Dr.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Edwards St.
Eisenhower Dr.
Eisenhower Dr.
Eisenhower Dr.
Elm Ave.
Elma Dr.
Elma Dr.
Elma Dr.
Emerson Dr.

Ward St.
Whitney Dr.
Northrup Dr.
Neely Ave.
Ventura Ave.
Norwood St.
Heritage Blvd.
Cuthbert Ave.
Maxwell Dr.
Ward St.
Whitney Dr.
Haynes Ave.
College Ave.
Indiana Ave.
Missouri Ave.
Washington Ave.
Cuthbert Ave.
Harvard Ave.
Louisiana Ave.
Michigan Ave.
Delano Ave.
Industrial Ave.
La Force Blvd.
Monty Dr.
Bluebird Ln. (northbound)
Ric Dr.
Rockwood Dr.
Valwood Dr.
Tremont Ave.
Whittle Way
Cuthbert Ave.
Dewberry Dr.
Eisenhower Dr.
Cedar Ave.
Cuthbert Ave.
Dormard Ave.
Golf Course Rd.
Mississippi Ave.
Oak Ave.
Parker Ave.
Pecan Ave.
Pine Ave.
Spruce Ave.
Anetta Dr.
Edgewood Dr.
Industrial Ave.
Main St.
Aspen Dr.
Whittle Way
Wydewood Dr.
Ward St.

ON

Emerson Ln.
English Dr.
English Dr.
Erie Dr.
Erie Dr.
Estes Ave.
Estes Ave.
Estes Ave.
Estes Ave.
Estes Ave.
Evergreen Ave.
Evergreen Ave.
Exeter Ave.
"F" St.
"F" St.
"F" St.
"F" St.
"F" St.
"F" St.
Fairbanks Dr.
Fairfax Ct.
Fairgate Dr.
Fairhaven Ct.
Fairview Ln.
Fairwood Dr./Ct.
Fairwood Dr./Pl.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fannin Ave.
Fargo Ave.
Fargo Ave.
Fargo Ave.
Fasken Dr.
Fern Ave.
Fern Ave.
Fieldcrest Ln.
Fielder St.
Fisher St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.

AT

Ward St.
Benton St.
Golf Course Rd.
Eisenhower Dr.
Meadow Dr.
Carver St.
Main St.
Marienfeld St.
Pecos St.
Whitaker St.
Avalon Dr.
Golden Gate Dr.
Ward St.
College Ave.
Cuthbert Ave.
Kentucky Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Mark Ln.
Ward St.
Mark Ln.
Whittle Way
Chapel Hill Dr.
Rockwood Dr.
Valwood Dr.
Dengar Ave.
Lanham St.
Mark Ln.
McDonald Dr.
Mogford St.
Tarleton St.
Ward St.
Whitney Dr.
Boulder Dr.
Norwood St.
Stillmeadow Dr.
Anetta Dr.
Avalon Dr.
Golden Gate Dr.
Northfield Dr.
Crestgate Ave.
Francis Ave.
Cuthbert Ave.
Gist Ave. (northbound)
Golf Course Rd.
Hicks Ave.
Indiana Ave.
Longview Ave. (northbound)
Louisiana Ave.
Michigan Ave.

ON

Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fort Worth St.
Fox Hollow Ct.
Francis Ave.
Francis Ave.
Francis Ave.
Franklin Ave.
Franklin Ave.
Fredna Pl.
Fredna Pl.
Fringewood Dr.
Frontier Dr.
Frontier Dr.
Frontier Dr.
Frontier Dr.
"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
"G" St.
Garden Ln.
Garden Ln.
Garfield St.
Garfield St.
Gaston Dr.
Gaston Dr.
Gateway St.
Gehrig Ave.
George Ave.
Geraldine St.
Gist Ave.
Gist Ave.
Gist Ave.
Gladewood Dr.
Gladewood Dr.
Gladiola Ave.
Gladiola Ave.

AT

Mississippi Ave.
New Jersey Ave.
New York Ave.
Parker Ave.
Peck Ave. (southbound)
Stokes Ave. (northbound)
Stokes Ave. (southbound)
Summit Ave. (northbound)
Summit Ave. (southbound)
Taylor Ave.
Wolcott Ave. (northbound)
Wolcott Ave. (southbound)
Greenbriar Dr.
Camp Dr.
Colorado St.
Main St.
E. Circle Dr.
Williams St.
Dengar Ave.
Neely Ave.
Homestead Blvd.
Fannin Ave.
Lanham St.
Ward St.
Whitney Dr.
Bedford Ave.
Community Ave.
Cuthbert Ave.
Douglas Ave.
Golf Course Rd.
Harvard Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Dallas St.
Terrell St.
Bluebird Ln.
Carter Ave.
Delano Ave.
Raymond Rd.
Caldera Blvd.
Nolan Ryan Dr.
Marienfeld St.
Neely Ave.
E. Industrial Loop
Main St.
Terrell St.
Homestead Blvd.
Prairie Ridge Dr.
Avalon Dr.
Golden Gate Dr.

ON

Glen Mist Dr.
Glen Mist Dr.
Gleneagles Ct.
Gleneagles Dr.
Gleneagles Dr.
Goddard Dr.
Goddard Pl.
Godfrey Ct.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Godfrey St.
Golden Gate Dr.
Golf Course Rd.
Golf Course Rd.(westbound)
Goliad Dr.
Goliad Dr.
Goode St.
Goode St.
Gossett St.
Graceland Dr.
Graceland Dr.
Graham Dr.
Grassland Blvd.
Grassland Blvd.
Greathouse Ave.
Greathouse Ave.
Greathouse Ave.
Greenbriar Ave.
Greenbriar Dr.
Greenbriar Dr.
Greenbriar Dr.
Greenbriar Dr.
Greenridge
Greenville Dr.
Griffin Ave.
Griffin Ave.
Griffin Ave.
Griffin Ave.
Griffin Ave.
Guadalupe St.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.

AT

Fringewood Dr.
Gladewood Dr.
Greenbriar Dr.
Greenbriar Dr.
Mark Ln.
Ward St.
Whitney Dr.
Godfrey St.
Cuthbert Ave.
Douglas Ave.
Haynes Ave.
Louisiana Ave.
Neely Ave.
Northfield Dr.
Roosevelt Ave.
Shandon Ave.
St. Andrews Dr.
Tanner Dr.
Briar Wood Ave.
Main St.
Scharbauer Dr.
Crockett Ave.
Cuthbert Ave.
Carter Ave.
Francis Ave.
Missouri Ave.
Bentwood Dr.
Eisenhower Dr.
Palmer Dr.
Crowley Blvd.
W. Heritage Blvd.
Hilltop Dr.
Mathis St.
Spence Dr.
Hyde Park Ave.
Radcliff Ct.
Springfield Ct.
St. Andrews Dr.
Heritage Blvd.
Valwood Dr.
Dallas St.
Goode St.
Johnston St.
Main St.
Weatherford St.
Rio Grande Ave.
Cessna Dr.
Culver Dr.
Godfrey St.
"I" St.
"L" St.

ON

Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
Gulf Ave.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
"H" St.
Hamby Ave.
Hamby Ave.
Hamby Ave.
Hamby Ave.
Harlowe Dr.
Hart Ave.
Hart Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Harvard Ave.
Hathaway Ct.
Haynes Ave.
Haynes Ave.
Haynes Ave.
Haynes Ave.
Haynes Ave.
Haynes Dr.
Haynes Dr.
Haywood Dr.
Heartland Ave.
Heartland Ave./Ct.
Henderson St.
Hereford Blvd.
Hereford Blvd.
Heritage Blvd.
Heritage Blvd.
Heritage Blvd.

AT

Lanham St.
McDonald Dr.
Mark Ln.
Mogford St.
"N" St.
Northrup Dr.
Tarleton Dr.
Ward St.
Whitney Dr.
College Ave.
Golf Course Rd.
Humble Ave.
Indiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Ohio Ave.
Princeton Ave.
Carver St.
Main St.
Marienfeld St.
Tyler St.
Devonian Dr.
Main St.
Marienfeld St.
"D" St.
Delmar St.
"H" St.
Idlewilde Dr.
"L" St.
Lanham St.
Maberry St.
"N" St.
Whitney Dr.
Heritage Blvd.
Godfrey St.
Lanham St.
Norwood St.
Skyline Dr.
Ward St.
Ward St.
Whitney Dr.
Prairie Ridge Dr.
Hereford Blvd.
Heritage Blvd.
Rochester St.
Crowley Blvd.
Grassland Blvd.
Crowley Blvd.
Grassland Blvd.
Heartland Ave./Ct.

ON

Heritage Blvd.
Hickory Ave.
Hickory Ave.
Hickory Ave.
Hicks Ave.
Hicks Ave.
Hicks Ave.
Highland Blvd.
Hill Ave.
Hillcrest Ct.
Hillcrest Ct.
Hilltop Dr.
Hodges St.
Hodges St.
Hollandale Dr.
Hollandale Dr.
Holloway Ave.
Holloway Ave.
Holly Dr.
Holly Dr.
Holmsley St.
Holmsley St.
Homestead Blvd.
Howard Dr.(both intersections)
Hoya Dr.
Hughes St.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Humble Ave.
Huntington St.
Hyde Park Ave.
Hyde Park Ave.
Hyde Park Ave.
"I" St.
"I" St.
"I" St.
"I" St.
"I" St.
"I" St.
"I" St.
Idlewilde Dr.
Idlewilde Dr.
Illinois Ave.
Illinois Ave.
Illinois Ave.

AT

Highland Blvd.
Benton St.
Lincoln St.
Tyler St.
Jefferson St.
Main St.
Terrell St.
Heritage Blvd.
Holly Dr.
Hereford Pl.
Heritage Blvd.
Oriole Dr.
Community Ln.
Neely Ave.
Carver St.
Parkway Dr.
"G" St.
"H" St.
Raymond Rd.
Travis Ave.
Marienfeld St.
Pecos St.
Hereford Blvd.
Raymond Rd.
Sunshine Pkwy.
Neely Ave.
Godfrey St.
"I" St.
"L" St.
Lanham St.
Mark Lane
"N" St.
Tarleton St.
Western Dr.
Neely Ave.
Godfrey St.
Greenbriar Dr.
Tarleton St.
Cimmaron Ave.
College Ave.
Golf Course Rd.
Holloway Ave.
Indiana Ave.
Kentucky Ave.
Missouri Ave.
Neely Ave.
Cuthbert Ave.
Preston Dr.
Carver St.
Lee St.
Terrell St.

ON

Imperial Ave.
Imperial Ave.
Indiana Ave.
Indiana Ave.
Indiana Ave.
Indiana Ave.
Indiana Ave.
Idlewilde Dr.
Industrial Ave.
Industrial Ave.
Industrial Ave.
Industrial Ave.
Inwood Ct.
Island Dr.
Island Dr.
Island Dr.
"J" St.
"J" St.
"J" St.
"J" St.
"J" St.
"J" St.
"J" St.
Jackson St.
Jackson St.
Jackson St.
Jacotte Cir. (both intersections)
Jadewood Dr.
Jax Ave.
Jax Ave.
Jax Ave.
Jefferson St.
Jefferson St.
Jefferson St.
Jefferson St.
Johnston St.
Johnston St.
Jordan Ave.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
"K" St.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.

AT

Godfrey St.
Tarlton St.
Carver St.
"G" St.
"L" St.
Lee St.
Marienfeld St.
Ric Dr.
Carver St.
Lee St.
Main St.
Marienfeld St.
Ward St.
Greentree Blvd.
Island Circle/Dr.
Rustic Tr.
College Ave.
Community Ave.
Golf Course Rd.
Harvard Ave.
Holloway Ave.
Missouri Ave.
Chestnut Ave.
Golf Course Rd.
Indiana Ave.
Golf Course Rd.
Homestead Blvd.
Carver St.
Main St.
Marienfeld St.
Gist Ave.
Indiana Ave.
New Jersey Ave.
Wall St.
Carter Ave.
Industrial Ave.
Godfrey Ct.
College Ave.
Community Ln.
Cuthbert Ave.
Francis Ave.
Golf Course Rd.
Missouri Ave.
Washington Ave.
Alpine St.
Baird St.
E. Broadway
Carrizo St.
"D" St.
"F" St.
Godfrey St.

ON

Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Kansas Ave.
Keith St.
Keith St.
Keith St.
Keith St.
Kelly St.
Kent St.
Kent St.
Kent St.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kentucky Ave.
Kessler Ave.
Kessler Ave.
Keswick Rd.
Key St.
Key St.
Keystone Ct.
Kimbrough St.
King Richards Row
Kingwood Ct.
Kiowa Dr.

Koufax Ct.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.
"L" St.

AT

McDonald St.
Main St.
Marienfeld St.
Pecos St.
Terrell St.
W. Broadway
Cowden Ave.
Humble Ave.
Nobles Ave.
Parker Ave.
Travis Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Bankhead Hwy.
Carver St.
"G" St.
"K" St.
Lamesa Rd.
Lee St.
Main St.
Marienfeld St.
Pecos St.
Tilden St.
Crestview Rd.
Powell St.
Melville Dr.
Brunson Ave.
Kentucky Ave.
Gunnison Dr.
Delano Ave.
Oriole Dr.
Valwood Dr.
Eisenhower Dr.

Nolan Ryan Dr./Champions Dr.
Bedford Dr.
Carter Ave.
Cimmaron Ave.
College Ave.
Community Ave.
Cuthbert Ave.
Holloway Ave.
Humble Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Shell Ave.
Sinclair Ave.
Stanolind Ave.

ON

“L” St.
“L” St.
La Force Blvd.
La Salle Cir.
Lamesa Rd.
Lancashire Rd.
Lancashire Rd.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Lanham St.
Laura Dr.
Laura Dr.
Lavaca Ave.
Lavaca Ave.
Lawson Ave.
League Dr.
Learmont Dr.
Leddy Dr.
Leddy Dr.
Leddy Dr.
Lee St.
Lee St.
Lee St.
Legends Blvd.

Legends Blvd.
Lehigh Dr.
Leisure Dr.
Leisure Dr.
Liddon Ave.
Liddon Ave.
Liddon Ave.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lincoln St.
Lindbergh Dr.
Lindbergh Dr.
Lindbergh Dr.

AT

Warwick Pl.
Washington Ave.
Sloan Field Blvd.
Mark Ln.
Indiana Ave.
Castleford Rd.
Polo Parkway
Cimmaron Ave.
Cuthbert Ave.
Fannin Ave.
Haynes Ave.
Kansas Ave.
Louisiana Ave.
Maxwell Dr.
Neely Ave.
Princeton Ave.
Shandon Ave.
Shell Ave.
Storey Ave.
Ward St.
Bentwood Dr.
Edgewood Dr.
Conroe St.
Spence Dr.
“H” St.
Crowley Blvd.
Chapel Hill Dr.
Cedar Spring Dr.
Harlowe Dr.
Mercedes Dr.
New York Ave.
South Ln.
Walnut Ln.
Nolan Ryan Dr.

Tradewinds Blvd.
Norwood St.
Bentwood Dr.
Eisenhower Dr.
Bryant St.
Keith St.
Marienfeld St.
Indiana Ave.
New York Ave.
Oak Ave.
Orchard Ln.
Pecan Ave.
Pine Ave.
Banks Dr.
Windecker St.
Wright Dr.

ON

Lindora Way
Lindora Way
Livingston St.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Lockheed Dr.
Loma Dr.
Loma Dr.
Longview Ave.
Longview Ave.
Longview Ave.
Loop 250 E. Frontage Rd.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Loraine St.
Los Alamitos Dr.
Louisiana Ave.
Louisiana Ave.
Louisiana Ave.
Louisiana Ave.
Louisiana Ave.
Lynn Ave.
Lynn Ave.
Mantle Ct.
Mays Dr.

Mays Dr.
Mays Dr.
McClintic St.
McClintic St.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.
McDonald Dr.

AT

Sinclair Ave.
Sunshine Pkwy.
Rio Grande Ave.
Boeing Dr.
Cessna Dr.
Lanham St.
Ward St.
Whitney Dr.
Neely Ave.
Pecan Ave.
Baird St. (eastbound)
Baird St. (westbound)
Terrell St. (eastbound)
Industrial Ave.
California Ave.
Cuthbert Ave.
Dakota Ave.
Gist Ave.
Hicks Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
New Jersey Ave.
Pennsylvania Ave.
Lancashire Rd.
Alpine St.
Delmar St.
Lamesa Rd.
Main St.
McDonald Dr.
Cottonwood Ave.
Tyler St.
Nolan Ryan Dr.
Mays Dr./Gehrig Dr.

Nolan Ryan Dr.
Wagner St.
Community Ave.
Neely Ave.
Bedford Ave.
Cedar Spring Dr.
Cimmaron Ave.
Cuthbert Ave.
Gulf Ave.
Neely Ave.
Ohio Ave.
Kansas Ave.
Shell Ave.
Spraberry Dr.
Tanner Dr.
Greenbriar Dr.

ON

McGarvey St.
McKenzie St.
McKenzie St.
“M” St.
“M” St.
“M” St.
“M” St.
“M” St.
“M” St.
Maberry St.
Maberry St.
Maberry St.
Maberry St.
Maberry St.
Madison St.
Madison St.
Madison St.
Madison St.
Magnolia Ave.
Magnolia Ave.
Main St.
Main St.
Main St.
Mann St.
Manor Ct.
Manor St.
Manor St.
Manor St.
Maple Ave.
Maple Ave.
Maple Ave.
Mariana Ave.
Mariana Ave.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Marienfeld St.
Mark Ln.
Mark Ln.
Mark Ln.
Mark Ln.
Mark Ln.
Market St.
Market St.
Marmon Dr.
Marmon Dr.
Marshall St.
Marshall St.

AT

Kentucky Ave.
Carter Ave.
Francis Ave.
Holloway Ave.
Indiana Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Washington Ave.
Country Club Dr.
Cuthbert Ave.
Kansas Ave.
Neely Ave.
Storey Ave.
Indiana Ave.
New York Ave.
South Ln.
Wall St.
Benton St.
Lincoln St.
Cuthbert Ave.
Gist Ave.
Golf Course Rd.
Kentucky Ave.
Douglas Dr.
Cuthbert Ave.
Douglas Dr.
Benton St.
Lincoln St.
Tyler St.
Michigan Ave.
Ohio Ave.
Carter Ave.
Cowden Ave.
Cuthbert Ave.
Louisiana Ave.
Michigan Ave.
Nobles Ave.
Ohio Ave.
Parker Ave.
Dengar Ave.
Neely Ave.
Sinclair Ave.
St. Andrews Dr.
Whittle Way
I-20 N. Frontage Rd.
Industrial Ave.
St.
Whitney Dr.
Gist Ave.
Hicks Ave.

ON

Marshall St.
Marshall St.
Mathis St.
Mathis St.
Mathis St.
Maxwell Dr.
Maxwell Dr.
Maxwell Dr.
Mayfield Pl.
Meadow Dr.
Meadow Dr.
Meadow Dr.
Meadow Dr.
Meadowbrook Dr.
Meadowlark Ln.
Meadowridge Dr.
Melville Dr.
Melville Dr.
Mercedes Dr.
Merrill Dr.
Mesquite Ln.
Mesquite Ln.
Metz Ct.
Metz Dr.
Metz Dr.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Michigan Ave.
Midkiff Rd.
Midkiff Rd.
Midland Dr.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mineola St.
Mission Ct.
Mississippi Ave.
Mississippi Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Missouri Ave.
Mitchell St.

AT

Indiana Ave.
Wall St.
Briarwood Ave.
Canadian Ave.
Spence Dr.
Lanham St.
Ward St.
Whitney Dr.
Mockingbird Ln.
Anetta Dr.
Comanche Dr.
Erie Dr.
Pasadena Dr.
Moss Ave.
Oriole Dr.
Skyline Dr.
Bluebird Ln.
Faulkner Dr.
Eisenhower Dr.
Norwood St.
Lee St.
Tyler St.
Ward St.
Ward St.
Whitney Dr.
Alpine St.
Delmar St.
Godfrey St.
Lamesa Rd.
Main St.
McDonald St.
Powell St.
Terrell St.
Bluebird Ln.
Mockingbird Ln.
U.S. 80 Service Rd.
Gist Ave.
Hicks Ave.
Indiana Ave.
Kentucky Ave.
New Jersey Ave.
New York Ave.
Wall St.
Godfrey St.
Baird St.
Dallas St.
Carver St.
"G" St.
Lee St.
Main St.
Delano Ave.

ON

Mockingbird Ln.
Mockingbird Ln.
Mockingbird Ln.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Mogford St.
Montgomery Ave.
Monty Dr.
Monty Dr.
Monty Dr.
Monty Dr.
Moran St.
Moran St.
Moran St.
Moran St.
Morgan Way
Moss Ave.
Moss Ave.
Mulberry Ln.
Murray St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
"N" St.
Neely Ave.
Neely Ave.
Neely Ave.
Neely Ave.
Neely Service Rd.
Neely Service Rd.
Neely Service Rd.

AT

"A" St.
Midkiff Rd.
Oriole Dr.
Cimmaron Ave.
Cuthbert Ave.
Dengar Ave.
Fannin Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Neely Ave.
Princeton Ave.
Shandon Ave.
Storey Ave.
Main St.
Leddy Dr.
McDonald St.
Mercedes Dr.
Raymond Rd.
Carter Ave.
Dakota Ave.
Griffin Ave.
Industrial Ave.
Golf Course Rd.
Ward St.
Whitney Dr.
Madison St.
Princeton Ave.
Bedford Dr.
Brunson Ave.
College Ave.
Community Ln.
Cuthbert Ave.
Harvard Ave.
Holloway Ave.
Humble Ave.
Indiana Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Seaboard Ave.
Sinclair Ave.
Washington Ave.
Godfrey St.
Tarleton St.
Whittle Way
Wydewood Dr.
Cumberland Dr.
"D" St.
Oaklawn Dr.

ON

New Jersey Ave.
New Jersey Ave.
New Jersey Ave.
New Jersey Ave.
New Jersey Ave.
New York Ave.
New York Ave.
New York Ave.
New York Ave.
Nobles Ave.
Nobles Ave.
Nobles Ave.
Nobles Ave.
Noel Ave.
Norman
Normandy Ln.
North Service Rd.
Northcrest Dr.
Northfield Ct.
Northfield Dr.
Northfield Dr.
Northgate Ave.
Northgate Ave.
Northrup Dr.
Northrup Dr.
Northrup Dr.
Northtown Pl.
Norwood St.
Norwood St.
"O" St.
Oak Ave.
Oak Ave.
Oak Valley Dr.
Oak Valley Dr.
Oak Valley Dr.
Oaklawn Dr.
Oaklawn Dr.
Oakmont Dr.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.

AT

Camp St.
Johnston St.
Main St.
Marshall St.
McKenzie St.
Terrell St.
Carver St.
Industrial Ave.
Main St.
Marienfeld St.
Tilden St.
Carver St.
Edwards St.
Main St.
Pecos St.
Ward St.
Bankhead Hwy.
Polo Pkwy.
Windecker St.
Hilltop Dr.
Godfrey St.
Godfrey St.
Skyline Dr.
Briarwood Ave.
Northcrest Dr.
Neely Ave.
Princeton Dr.
Sentinel Dr.
Whitney Dr.
Lehigh Dr.
St. Andrews Dr.
Missouri Ave.
Butternut Ln.
Main St.
Greathouse Ave.
Oriole St.
Spence Dr.
Neely Ave.
Ventura Ave.
Tremont Ave.
Alpine St.
Baird St.
"C" St.
"D" St.
Delmar St.
"F" St.
Fort Worth St.
"G" St.
Godfrey St.
"L" St.
Main St.

ON

Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Ohio Ave.
Onyx Dr.
Orchard Ln.
Orchard Ln.
Oriental Ave.
Oriole Dr.
Oriole Dr.
Oriole Dr.
Osage St.
Pacific Ave.
Pacific Ave.
Pagewood Dr.
Palmer Dr.
Park Ln.
Parker Ave.
Parker Ave.
Parkwood Dr.
Pasadena Dr.
Pasadena Dr.
Peach St.
Pecan Ave.
Pecan Ave.
Pecan Ave.
Pecan Ave.
Pecan Ave.
Pecan Ave.
Pecan Ave.
Pecan Ave.
Peck Ave.
Peck Ave.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pecos St.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.
Pennsylvania Ave.

AT

Marienfeld St.
Mineola St.
“N” St.
Powell St.
Weatherford St.
Farm-to-Market Rd. 1788
Carver St.
Lee St.
Ventnor Ave.
Mockingbird Ln.
Tanforan Ave.
Teakwood Trc.
Spruce Ave.
Boardwalk
Carver St.
Prairie Ridge Dr.
Nicklaus St.
Holly Dr.
Carver St.
Main St.
Brownwood Dr.
Eisenhower Dr.
Spraberry Dr.
Kessler Ave.
Cumberland Dr.
“D” St.
“T” St.
“L” St.
Main St.
Oaklawn Dr.
Baird St. (westbound)
Terrell St. (eastbound)
Boyd Ave.
Cuthbert Ave.
Dormard Ave.
Indiana Ave.
Industrial Ave.
Louisiana Ave.
Michigan Ave.
Missouri Ave.
Neely Ave.
Ohio Ave.
Spruce Ave.
Storey Ave.
Tennessee Ave.
Carver St.
Lamesa Rd.
Main St.
Marienfeld St.
Tilden St.
Tyler St.

ON

Peterson St.
Peterson St.
Pilot Ave.
Pilot Ave.
Pine Ave.
Pine Ave.
Pine Ave. (westbound only)
Pine Ave.
Pine Ave.
Pine Ave.
Pine Ave.
Pine Ave.
Pinemont Dr.
Plaza St.
Pleasant Dr.
Pleasant Dr.
Pleasant Dr.
Pliska Dr.
Polo Club Dr.
Polo Club Dr.
Polo Parkway
Powell St.
Powell St.
Powell St. (northern most intersection only)
Prairie Ridge Dr.
Pratt St.
Pratt St.
Preston Dr.
Preston Dr.
Preston Dr.
Preston Dr.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Princeton Ave.
Quicksand Dr.
Quicksand Dr.
Racquet Club Dr.
Racquet Club Dr.

AT

Oak Ave.
Pecan Ave.
La Force Blvd.
Wright Dr.
Cumberland Dr.
"I" St.
"L" St.
Loma Dr.
Main St.
Neely Ave.
Oaklawn Dr.
Pecos St.
Tremont Ave.
E. Circle Dr.
Bentwood Dr.
Eisenhower Dr.
Raymond Rd.
North Service Rd.
Bluebird Ln.
Polo Pkwy.
Lancashire Dr.
Kansas Ave.
Louisiana Ave.
Mariana Ave.
Jadewood Dr.
Carter Ave.
Francis Ave.
Aspen Dr.
Sunburst Dr.
Whittle Way
Wydewood Dr.
Alpine St.
Boeing Dr.
"D" St.
Delmar St.
"G" St
Godfrey St.
Idlewilde Dr.
"J" St.
"L" St.
Maberry St.
McDonald St.
"N" St.
Tarleton St.
Ward St.
Whitney Dr.
Woodcrest Dr.
Mathis St.
Spence Dr.
Cimmaron Dr.
Neely Ave.

ON

Radcliff Ct.
Rainbow Rd.
Raymond Rd.
Raymond Rd. (southernmost intersection)
Redwood Run
Rees Ln.
Rees Ln.
Reeves Cir.
Rhode Island Ave.
Rhode Island Ave.
Ric Dr.
Ric Dr.
Ric Dr.
Ric Dr.
Ridgemont Pl.
Ridgemont Ct.
Ridglea Dr.
Ridglea Dr.
Rio Grande Dr.
Rio Grande Dr.
Riverside Dr.
Riverside Dr.
Robin Ln.
Rochester St.
Rockwood Dr.
Roosevelt Ave.
Roosevelt Ave.
Roosevelt Dr.
Roosevelt Dr.
Roosevelt Dr.
Roosevelt Dr.
Rosemont Dr.
Rosewood Dr.
Rosewood Dr.
Rosewood Dr.
Ruby Rd.
Ruidoso Ct.
Russell Dr.
Rustic Trail

Sage St.
Sagemont Dr.
San Angelo St.
San Angelo St.
San Angelo St.
San Antonio Ave.
Scharbauer Dr.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.

AT

Greenbriar Dr.
Idlewilde Dr.
Anetta Dr.
Canyon Dr.
Teakwood Trc.
Dengar Ave.
Neely Ave.
Anetta Dr.
Colorado St.
Johnston St.
Bentwood Dr.
Edgewood Dr.
Stoneybrook Dr.
Storey Ave.
Hereford Blvd.
Heritage Blvd.
Cuthbert Ave.
Nobles Ave.
Amistad Dr.
Conroe St.
Hilltop Dr.
Oak Valley Dr.
Oriole Dr.
Bankhead Hwy.
Tanforan Ave./Ct.
Mitchell St.
Powell St.
Crestview Rd.
Leddy Dr.
McDonald Dr.
Raymond Rd.
Tremont Ave.
Lemonwood Dr.
Northcrest Dr.
Oriole Dr.
Raymond Rd.
Mark Ln.
Norwood St.
Greentree Blvd. (at east and west intersections)
Hollandale Dr.
Tremont Ave.
Louisiana Ave.
Michigan Ave.
Tennessee Ave.
Amistad Dr.
Main St.
Godfrey St.
"H" St.
"I" St.
"L" St.

ON

Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Seaboard Ave.
Secor St.
Seminole Dr.
Sentinel Dr.
Sentinel Dr.
Sentinel Dr.
Sequoia St.
Shadylane Dr.
Shadyview Pl.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shandon Ave.
Shell Ave.
Shell Ave.
Shell Ave.
Shell Ave.
Shell Ave.

Shell Ave.
Shell Ave.
Shirley Ln.
Shirley Ln.
Shirley Ln.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Sinclair Ave.
Skyline Dr.
Skyline Dr.
Smith Rd. (both intersections)
Soloman Ln.
Solomon Ln.
South St.
South St.

AT

Lanham St.
Mogford St.
“N” St.
Tarleton St.
Whitney Dr.
Ohio Ave.
Eisenhower Dr.
Maberry St.
Murray St.
Whitney Dr.
Green Tree Blvd.
Bentwood Dr.
Tanforan Ave.
Cimmaron Ave.
Godfrey St.
Lanham St.
Loma Dr.
Main St.
Mogford St.
Tarleton St.
Ward St.
Whitney Dr.
Godfrey St.
“I” St.
“L” St.
“N” St.
McDonald St. (westernmost intersection)
Tarleton St.
Upland St.
“D” St.
Oaklawn Dr.
Cumberland Dr.
Culver Dr.
Godfrey St.
Hughes St.
Huntington St.
Lanham St.
Lindora Way
“N” St.
Northrup Drive
Tarleton St.
Ward St.
Wydewood Dr.
Haynes Ave.
Northfield Dr.
Desta Dr.
“A” St.
Lamesa Rd.
Carver St.
Lamesa Rd.

ON

Sparks St.
Spartan Dr.
Spartan Dr.
Spence Dr.
Spence Dr.
Spence Dr.
Spraberry Dr.
Spraberry Dr.
Spraberry Dr.
Spraberry Dr.
Springfield Ct.
Spring Meadow Ln.
Spring Meadow Ln.
Spruce Ave.
Spruce Ave.
Spruce Ave.
Spruce Ave.
Spur Dr.
St. Andrews Ct.
St. Andrews Dr.
St. Andrews Dr.
St. Andrews Dr.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Stanolind Ave.
Sterling Pl.
Sterling Ct.
Stewart Ave.
Stillmeadow Dr.
Stokes Ave.
Stokes Ave.
Stonecrest
Stonecrest
Stoneleigh Rd.
Stonewall St.
Stonewall St.
Stoneybrook Dr.
Stoneybrook Dr.
Storey Ave.
Storey Ave.
Storey Ave.

AT

Princeton Ave.
Fannin Ave.
Neely Ave.
Canadian Ave.
Hilltop Dr.
Rio Grande Ave.
Anetta Dr.
Canyon/Devonian Dr.
Pleasant Dr.
Raymond Rd.
Greenbriar Dr.
Meadowpark Dr.
Pine Meadow Dr.
Loma Dr.
Main St.
Neely Ave.
Pecos St.
I-20 N. Frontage Rd.
Godfrey St.
Godfrey St.
Mark Ln.
Norwood St.
"D" St.
Godfrey St.
"H" St.
"T" St.
"L" St.
Lanham St.
Mark Ln.
McDonald Dr.
Mogford St.
Tarleton St.
Wedgewood St.
Western Dr.
Whitney Dr.
Crowley Blvd.
Heritage Blvd.
Tarleton St.
Fargo Ave.
Baird St. (westbound)
Terrell St. (eastbound)
Hereford Blvd.
Windrift
Lancashire Rd.
Indiana Ave.
New York Ave.
Ric Dr.
Shadylane Dr.
"B" St.
Bentwood Dr.
"D" St.

ON

Storey Ave.
Storey Ave.
Storey Ave.
Storey St.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Storey Ave.
Stutz Ct.
Stutz Dr.
Stutz Dr.
Summit Ave.
Summit Ave.
Sunburst Dr.
Sunburst Dr.
Suncrest Ave.
Sundance Pl.
Sundance Ct.
Sunnyside Dr.
Sunset Blvd.
Sunset Blvd.
Sunshine Pkwy.
Sunshine Pkwy.
Sweetbriar Dr.
Sycamore Ave.
Tanforan Ave.
Tanforan Ave.
Tanner Dr.
Tanner Dr.
Tanner Dr.
Tanner Dr.
Tarleton St.
Tarleton St.
Tarleton St.
Taylor Ave.
Taylor Ave.
Taylor Ave.
Taylor Ave.
Teakwood Tr.
Tejas
Telluride Dr./Ct.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.

AT

Edgewood Dr.
"F" St.
"G" St.
Godfrey St.
Lanham St.
Maberry St.
Marienfeld St.
McDonald St.
Powell St.
Stoneybrook Dr.
Ward St.
Ward St.
Ward St.
Whitney Dr.
Baird St. (westbound)
Terrell St. (eastbound)
Preston Dr.
Sunshine Pkwy.
Dengar Ave.
Crowley Blvd.
Heritage Blvd.
Stonybrook Dr.
Michigan Ave.
Ohio Ave.
Idlewilde Dr.
Wydewood Dr.
Ric Dr.
Holly Dr.
Oriole Dr.
Widener Strip
Devonian Dr.
Leddy Dr.
McDonald St.
Raymond Rd.
Cuthbert Ave.
Neely Ave.
Shandon Ave.
Main St.
Marshall St.
Mineola St.
Terrell St.
Oriole Dr.
Shawnee
Durango Dr.
Baird St.
"C" St.
Colorado St.
"D" St.
E. Broadway St.
"F" St.
Fort Worth St.

ON

Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Tennessee Ave.
Terrace Ave.
Terrace Ave.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Terrell St.
Texas Ave.
Texas Ave.
Thames Ct.
Thomas Ave.
Thomas Ave.
Tilden St.
Tilden St.
Tilden St.
Timberglen Pl./Cir.
Travis Ave.
Travis Ave.
Travis Ave.
Tremont Ave.
Tremont Ave.
Tremont Ave.
Tremont Ave.
Tremont Ave.
Trinity Dr.
Trinity Ct.
Trinity Meadows Dr.
Trinity Meadows Pl.
Truman St.
Truman St.
Truman St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.
Tyler St.

AT

“G” St.
Loraine St.
“L” St.
“M” St.
Main St.
Marienfeld St.
“N” St.
Terrell St.
W. Broadway
Neely Ave.
Ward St.
Cuthbert Ave.
Gist Ave.
Golf Course Rd.
Hicks Ave.
Illinois Ave.
Louisiana Ave.
Parker Ave.
Taylor Ave.
Carver St.
Lee St.
Lancashire Rd.
Crestview Rd.
Raymond Rd.
Golf Course Rd.
Indiana Ave.
Orchard Ln.
Valwood Dr.
Crestview Rd.
Holly Dr.
Waverly Dr.
Dentcrest Dr.
Edgemont Dr.
Mark Ln.
Sagemont Dr.
Whittle Way
Godfrey St.
Greenbriar Dr.
Skyline Dr.
Skyline Dr.
Delano Ave.
Franklin Ave.
Mariana Ave.
Cuthbert Ave.
Garden Ln.
Golf Course Rd.
Hamby Ave.
Illinois Ave.
Indiana Ave.
Oak Ave.
Orchard Ln.

ON

Tyler St.
Tyler St.
Tyler St.
U.S. 80 Service Rd.
U.S. 80 Service Rd.
U.S. 80 Service Rd.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Upland St.
Valley Dr.
Valwood Dr.
Ventnor Ave.
Ventnor Ave.
Ventura Ave.
Ventura Ave.
Vermont Ave.
Versailles Dr.
Versailles Dr.
Versailles Dr.
Versailles Dr.
Virginia Ave.
Vista West Pkwy.
Vista West Pkwy.
W. Broadway St.
W. Broadway St.
W. Broadway St.
W. Broadway St.
W. Circle Dr.
W. Industrial Loop
Wagner St.
Walcott Ave.
Wall St.
Wall St.
Walnut Ln.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Ward St.
Warehouse Rd.
Washington Ave.

AT

Pine Ave.
South Ln.
Wall St.
County Rd. 1162
Elkins Rd.
Todd Rd.
Baumann Ave.
Bedford Ave.
Cuthbert Ave.
Kansas Ave.
Louisiana Ave.
Michigan Ave.
Ohio Ave.
Princeton Ave.
Haynes Ave.
Tanforan Ave.
Boardwalk
Carver St.
"I" St.
"L" St.
Pacific Ave.
Burchill Dr.
Devonian Dr.
Eisenhower Dr.
Meadow Dr.
Pacific Ave.
Bluebird Ln.
Caldera Blvd.
Cuthbert Ave.
Harvard Ave.
Louisiana Ave.
Michigan Ave.
Delano Ave.
Industrial Ave.
Legends Blvd.
Main St.
Carver St.
Lee St.
Carver St.
Auburn Dr.
Cuthbert Ave.
Fannin Ave.
Haynes Ave.
Haynes Dr.
Louisiana Ave.
Michigan Ave.
Neely Ave.
Princeton Ave.
Sentinel Dr.
Industrial Ave.
"B" St.

ON

Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Washington Ave.
Watson St.
Watson St.
Waverly Dr.
Waverly Dr.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Weatherford St.
Webster St.
Webster St.
Wedgewood Ct.
Wedgewood St.
Wedgewood St.
Wedgewood St.
Wedgewood St.
Western Dr.
Western Dr.
Western Dr.
Westminster Dr.
Westview Dr.
Whitaker St.
Whitaker St.
Whitman Dr.
Whitney Dr.
Whitney Dr.
Whitney Dr.
Whitney Dr.
Whittle Way
Whittle Way
Whittle Way
Willingham Dr.
Wilshire Dr.
Wilshire Dr.
Wilshire Dr.

AT

“C” St.
Carver St.
“D” St.
“G” St.
“L” St.
Lee St.
Main St.
“N” St.
Pecos St.
Tilden St.
Cuthbert Ave.
Pecos St.
Anetta Dr.
Raymond Rd.
Cuthbert Ave.
Golf Course Rd.
Hicks Ave.
Indiana Ave.
Kentucky Ave.
Louisiana Ave.
Michigan Ave.
Mississippi Ave.
New Jersey Ave.
New York Ave.
Taylor Ave.
Indiana Ave.
New York Ave.
Godfrey St.
Godfrey St.
Humble Ave.
Neely Ave.
Shell Ave.
Golf Course Rd.
Neely Ave.
Stanolind Ave.
Norwood St.
Bluebird Ln. (northbound)
Cuthbert Ave.
Kansas Ave.
Bluebird Ln.
Haynes Dr.
Maxwell Dr.
Moss Ave.
Neely Ave.
Preston Dr.
Sunshine Pkwy.
Tremont Ave.
McDonald St.
Eisenhower Dr.
Graceland Dr.
Parkdale Dr.

ON

Wimberley Spring Ct.
Windecker St.
Windecker St.
Windecker St.
Windridge Cr.
Windrift
Winfield Rd.
Winfield Rd.
Winfield Rd.
Wolcott Ave.
Wolcott Ave.
Wolcott Ave.
Wood Dr.
Wood Dr.
Woodbar Ct.
Woodcrest Dr.
Woodcrest Dr.
Woodcrest Dr.
Woodhaven Ct.
Woodhaven Dr.
Woodhollow Dr.
Woodhollow Dr.
Woodhollow Dr.
Woodhollow Dr.
Woodland Park Ave.
Woodland Park Ave.
Woodland Park Ave.
Wright Dr.
Wydewood Dr.
Wydewood Dr.
Wydewood Dr.
Wydewood Dr.

AT

Spence Dr.
La Force Blvd.
Sloan Field Blvd.
Wright Dr.
Mockingbird Ln. (both intesections)
Crowley Blvd.
Humble Ave.
“I” St.
“L” St.
Baird St.
Terrell St. (eastbound)
Main St.
Oriole Dr.
Valwood Dr.
Northcrest Dr.
Cuthbert Ave.
Princeton Ave.
Ric Dr.
Skyline Dr.
Skyline Dr.
Hilltop Dr. / Lemonwood Dr.
Mathis St.
Northcrest Dr.
Oriole Dr.
“A” St.
Breckenridge Dr.
Gunnison Dr.
Sloan Field Blvd.
Dengar Dr.
Everglade Ave.
Neely Ave.
Sinclair Ave.

SECTION TWO. That the Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations in conformance with the State Highway Department’s Manual and Specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two hundred dollars (\$200.00).

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., 2013; 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., 2013, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2013.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Gary Saunders, Transportation Manager

APPROVED AS TO FORM:

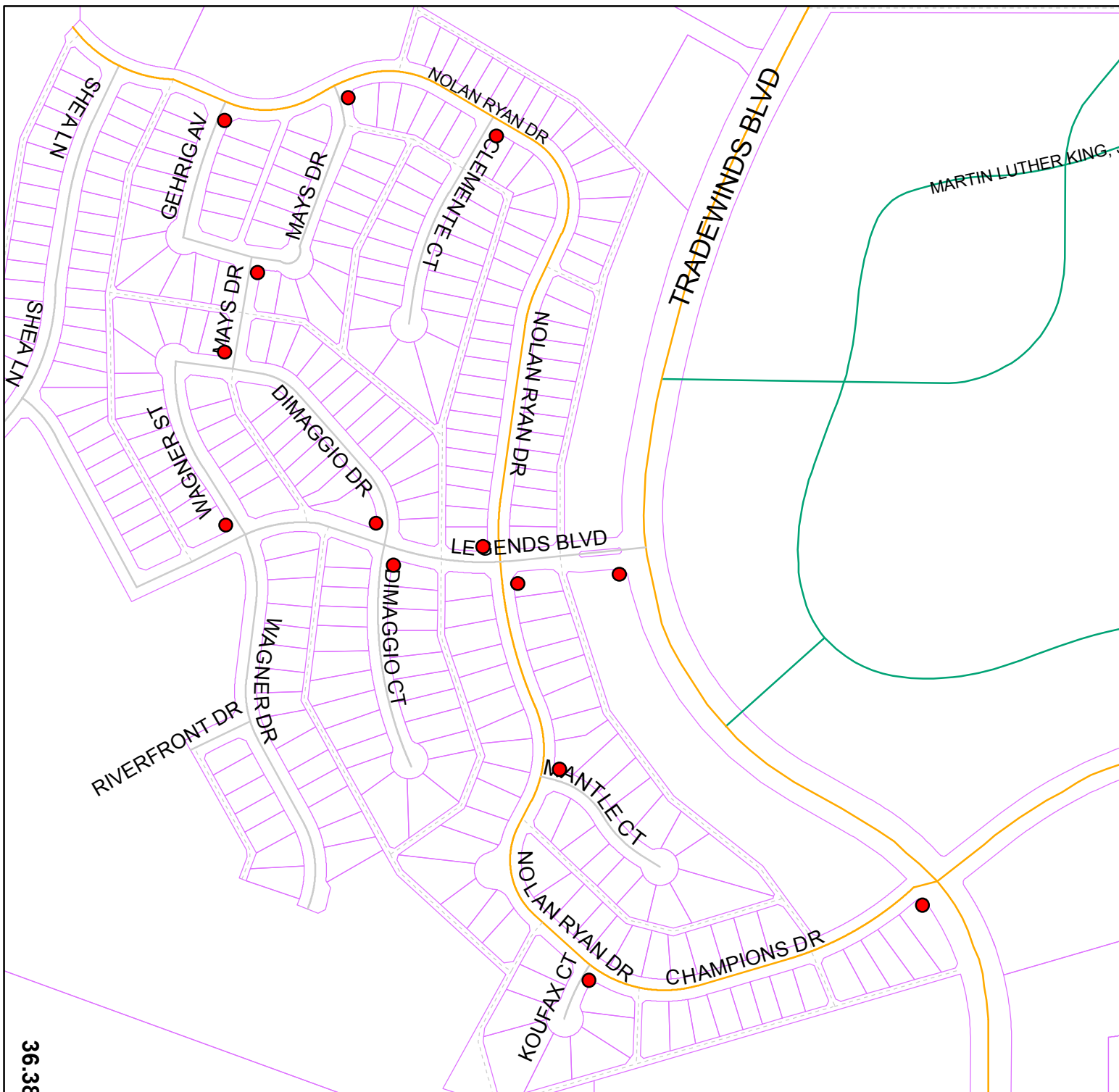
Keith Stretcher, City Attorney

TRANSPORTATION DIVISION

● Proposed stop
sign installation



Map by TC 2/14/13



BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

February 26, 2013

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 2015	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
J. Ross Lacy	09/12*	Sept 30 2014	Sept 30 2020
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

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>
Reggie Lawrence	09/10	Sept 30 2012	Sept 30 2014
Alonda Massey	11/11	Sept 30 2013	Sept 30 2015
Tim Bryson	11/11	Sept 30 2013	Sept 30 2015
W. Roger Beebe	02/13	Sept 30 2014	Sept 30 2016
Avery I. Pullins	02/13*	Sept 30 2013	Sept 30 2017

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

(Decision Making)

(Membership - 7; Terms - 4 Years expiring 2-2-2-1)

Position to include: 1. Registered Architectural or Builder Superintendent, 2. Registered Structural Engineer, 3. Registered Mechanical and Plumbing, 4. Registered Electrical Engineer, 5. Registered Fire Protection Engineer

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>	<u>Position</u>
Don Woodward (At Large)	11/11*	Sept 30 2016	Sept 30 2020	5
Richard D. Dunham	10/05	Sept 30 2013	Sept 30 2013	1
Greg Turner	03/11*	Sept 30 2013	Sept 30 2021	4
Chris Repman	10/07*	Sept 30 2014	Sept 30 2018	3
Jay K. Bradford	09/10	Sept 30 2014	Sept 30 2018	2

ALTERNATES:

Vacancy	Sept 30 2007	Any
Vacancy	Sept 30 2007	Any

HOTEL/MOTEL TAX ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Karmen Hendrix Bryant	02/12*	Sept 30 2013	Sept 30 2017
David Baur	09/10	Sept 30 2013	Sept 30 2014
Lisa Grissom	09/09	Sept 30 2013	Sept 30 2013
Steve Jones	02/09*	Sept 30 2013	Sept 30 2013
Annabell Ramirez	09/12	Sept 30 2014	Sept 30 2016
Brian Smith	09/12	Sept 30 2014	Sept 30 2016
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>
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 2015
Dennis Bade	09/12	Oct 2014	Oct 2016
Norma Duran	11/08*	Oct 2014	Oct 2014

ALTERNATES:

Vacancy	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	11/02
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.

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
Vicky Hailey	(CC)	01/13*	Sept 30 2014	N/A
Tracy 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>
Chad Clark	3/12*	Dec 31 2013

MIDLAND DEVELOPMENT CORPORATION

(Membership - 5; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Laura Roman	01/08	Jan 14 2014	Jan 14 2014
Robert Rendall, Chairman	01/09*	Jan 14 2014	Jan 14 2017
Michael Trost	02/11*	Jan 14 2016	Jan 14 2019
Cary J. Love	12/09	Jan 14 2016	Jan 14 2016
Gary Douglas	11/11*	Jan 14 2016	Jan 14 2019

MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)

(3 Non Voting Members)

Appt Date

Wes Perry
Gary Harris
Wayne Merritt

05/12
05/12
05/12

**MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX
DEVELOPMENT CORPORATION**

(Decision Making)

Membership - 7; Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility 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 2014	Jan 1 2014

* Indicates appointment to an unexpired term.

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

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
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
Rebecca Bell	09/12	Sept 30 2014	Sept 30 2016

* Indicates appointment to an unexpired term.

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>
Russell Richards (Petroleum Eng.)	09/12	Sept 30 2015	Sept 30 2018
Perry Dan Taylor (Real Estate)	09/12	Sept 30 2015	Sept 30 2018
Lance Friday (Real Estate)	09/12*	Sept 30 2013	Sept 30 2019
Paul Brown (Petroleum Eng.)	11/11	Sept 30 2014	Sept 30 2017
David Rosen (Petroleum Eng.)	11/11	Sept 30 2014	Sept 30 2017

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>
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
Kenny Harper	03/12*	Sept 30 2013	Sept 30 2019
P. Lourcey Sams	09/08	Sept 30 2014	Sept 30 2014
Tina Corbett	09/08	Sept 30 2014	Sept 30 2014
Katey Howard	09/12*	Sept 30 2014	Sept 30 2020
Amanda McCann	11/11*	Sept 30 2015	Sept 30 2018
Edward Mayberry	09/12	Sept 30 2015	Sept 30 2021

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
David Hardwick (Ft. Stockton)	10/07	Sept 30 2012
Lex Hinds (Seminole)	10/08	Sept 30 2012

PERMIAN BASIN AIRPORT BOARD CON'T

	<u>Appt. Date</u>	<u>Term Expires</u>
Elvin Brownlee III (Andrews)	12/10*	Sept 30 2013
Jim Little (Big Spring)	09/03	Sept 30 2013
Frankie Rolfe (Kermit)	09/12	Sept 30 2013
Don Bethel (Lamesa)	02/91	Sept 30 2013
Willie Taylor (Odessa)	02/00	Sept 30 2013
Gloria Pena (Odessa)	03/03*	Sept 30 2013
Barbara Graff (Odessa)	06/10*	Sept 30 2013
Henry Cutbirth (Monahans)	09/05	Sept 30 2013
Isabelle Blanchard (Pecos)	10/10	Sept 30 2013
Luis E. Elguezabal (San Angelo)	10/07	Sept 30 2013
Glenn Wortham (Sweetwater)	10/07	Sept 30 2013
John Rogotzke (Snyder)	01/12	Sept 30 2013
Lance Goodrich (Artesia, NM)	09/09	Sept 30 2013
Larry Fry (Roswell, NM)	09/00	Sept 30 2013

Ex-Officio members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

**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 2014	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>
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
Kevin Wilton	09/08*	Sept 30 2015	Sept 30 2017
Royce Watkins	02/08*	Sept 30 2015	Sept 30 2017
Karen York	10/10*	Sept 30 2015	Sept 30 2018
Sharla Hotchkiss	10/12	Sept 30 2015	Sept 30 2018
Warren Lvey	10/12*	Sept 30 2014	Sept 30 2020
<u>ALTERNATES:</u>			
Tony Carrillo	11/11	Sept 30 2014	Sept 30 2017

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
Mark T. Wellen (City), Chairman	07/01	Mar 20 2010	Mar 20 2010
Randy Prude (County)	03/07	Mar 20 2010	Mar 20 2013
Judge Mike Bradford (County)	01/07*	Mar 20 2010	Mar 20 2014
Bob Lanier (City), Secretary	04/03	Mar 20 2011	Mar 20 2011
Pete Hulder (Hospital)	03/10	Mar 20 2016	Mar 20 2016
Michael Blonkvist (City)	09/12*	Mar 20 2014	Mar 20 2020
John L. Kennedy (City)	10/09*	Mar 20 2015	Mar 20 2018
Ken Burgess (City)	10/12*	Mar 20 2013	Mar 20 2018
Link Grimes (City)	12/12*	Mar 20 2015	Mar 20 2021
Charlene McBride (College)	12/12	Mar 20 2016	Mar 20 2019
Russell Meyer (Hospital)	12/12	Mar 20 2016	Mar 20 2019

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>
Manny Ribera	10/07	Sept 30 2011	Sept 30 2011
Ken Morgan	01/10*	Sept 30 2012	Sept 30 2014
Carla Repman	01/10*	Sept 30 2013	Sept 30 2015
Scott Young	09/12*	Sept 30 2013	Sept 30 2017
Todd Byars	02/08*	Sept 30 2014	Sept 30 2014

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

City of Midland
City Secretary's Office
Interoffice Memorandum

Date: February 21, 2013
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 26, 2013. Remaining expirations and vacancies are listed below:

AIRPORT PLANNING AND DEVELOPMENT BOARD – Two terms expired on September 30, 2012.

CITY DEVELOPMENT ADVISORY COMMITTEE – One terms expired on September 30, 2012.

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS – Two vacancies for Alternate terms expired on September 30, 2007.

HOUSING AUTHORITY COMMISSION – One vacancy as Alternate term expiring in October 2015

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, and two terms expired on January 1, 2010.

MIDLAND HOUSING FINANCE CORPORATION – One vacancy expired on September 30, 2010, two terms expired on September 30, 2011 and one term expired on September 30, 2012.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD – One vacancy.

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD – Two terms expired on September 30, 2012.

PERMIAN BASIN AIRPORT BOARD – Two terms expired on September 30, 2010 (Carlsbad and Hobbs New Mexico), one term expired on September 30, 2011 and two terms expired on September 30, 2012.

TAX INCREMENT REINVESTMENT ZONE BOARD – One term expired on March 20, 2009 (one College representative), four terms expired on March 20, 2010, one term expired March 20, 2011 and one terms expired on March 20, 2012. (Four City representatives, two Hospital representatives, two County representatives and one College representative.)

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT- One term expired on September 30, 2011, one term expired on September 30, 2012 and one vacancy for Alternate term expired on September 30, 2006 and one vacancy for Alternate term expired September 30, 2009.