

CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
February 28, 2012 - 9:00 AM
Council Chamber - City Hall
300 North Loraine
Midland, Texas

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

1. Receive an update from staff regarding the Solid Waste Department.
2. Presentation and discussion regarding the Drought Contingency Plan.
3. Receive information and discuss establishing an Ordinance prohibiting texting while driving.

AGENDA FOR CITY COUNCIL MEETING
February 28, 2012 – 10:00 AM
Council Chamber - City Hall

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

OPENING ITEMS

1. Invocation - Reverend Dr. Michael Philliber, Providence Presbyterian Church (PCA)
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time.

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 Minutes of February 14, 2012.
6. Consider a resolution approving the purchase of Limestone Rock Asphalt Coldmix through State of Texas Contract 745-A1 for the Transportation Division. (General Services)

RESOLUTION NO. 2012 - 039

RESOLUTION APPROVING THE PURCHASE OF 750 TONS OF TYPE-1, GRADE CC LIMESTONE ROCK ASPHALT COLD MIX THROUGH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS CONTRACT 745-A1 (TCPAC) AT A TOTAL COST OF \$56,250.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COOPERATIVE PURCHASING PROGRAM

7. Consider a resolution approving the purchase of a storage area network for the Communication and Information Systems Department. (General Services)

RESOLUTION NO. 2012 - 040

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT TO PROVIDE AND INSTALL A PRIMARY STORAGE AREA NETWORK (SAN) WITHIN THE CITY OF MIDLAND'S DATA CENTER WITH DELL MARKETING, L.P., AT A TOTAL COST OF \$74,315.33;

8. Consider a resolution approving plans and specification and authorizing advertisement for bids for replacement of windows/glass at the Martin Luther King, Jr. Community Center training room area. (General Services)

RESOLUTION NO. 2012 - 041

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE ADDING OF WINDOWS AT THE MARTIN LUTHER KING JR. COMMUNITY CENTER TRAINING ROOM

9. Consider an Interlocal Agreement with the North Central Texas Council of Governments approving a cooperative program for Service Line Protection programs. (General Services)

RESOLUTION NO. 2012 - 042

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS APPROVING A COOPERATIVE PROGRAM FOR SERVICE LINE PROTECTION PROGRAMS

10. Consider a resolution approving a contract with Utility Service Partners Private Label, Incorporated to provide utility service line warranties to City of Midland homeowners. (General Services)

RESOLUTION NO. 2012 - 043

RESOLUTION AUTHORIZING THE EXECUTION OF A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INCORPORATED, DBA SERVICE LINE WARRANTIES OF AMERICA, ALLOWING THE OFFER OF UTILITY SERVICE LINE WARRANTIES TO

MIDLAND RESIDENTS

11. Consider a resolution suspending the effective date of Atmos Energy Corporation proposed rate increase. (City Manager)

RESOLUTION NO. 2012 - 044

RESOLUTION OF THE CITY OF MIDLAND, TEXAS, SUSPENDING THE MARCH 13, 2012, EFFECTIVE DATE OF ATMOS ENERGY CORP., WEST TEXAS DIVISION ("ATMOS WEST TEXAS") REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL

12. Consider a resolution requesting permission to submit a grant application for the FY2013 Edward Byrne Memorial Justice Assistance Grant Program through the Office of the Governor of Texas Criminal Justice Division. (Police)

RESOLUTION NO. 2012 - 045

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR OF TEXAS CRIMINAL JUSTICE DIVISION FOR FISCAL YEAR 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; SAID FUNDS FROM THIS GRANT WILL BE USED TO PURCHASE A USE OF FORCE SIMULATOR AND INTERACTIVE CLASSROOM EQUIPMENT WHICH WILL SIMULATE REAL LIFE USE OF FORCE SCENARIOS THAT OFFICERS COULD POSSIBLY FACE, SUCH AS DEADLY FORCE OR ACTIVE SHOOTER CIRCUMSTANCES, THEREBY REFINING THE DECISION MAKING PROCESS IN ACCORDANCE WITH FEDERAL, STATE, AND DEPARTMENT POLICIES

13. Consider 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. 2012 - 046

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

14. Consider a 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. (Community Services)

RESOLUTION NO. 2012 - 047

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

15. Consider 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 29, 2012, through December 31, 2012; and the contract covers Doug Russell Pool. (Community Services)

RESOLUTION NO. 2012 - 048

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; THE TERM OF THE AGREEMENT IS FROM FEBRUARY 29, 2012 THROUGH DECEMBER 31, 2012; AND THE CONTRACT COVERS THE DOUG RUSSELL POOL

16. Consider a resolution authorizing the execution of a sports agreement with Midland Soccer Association, Incorporated, to administer programs, special events, and services related to soccer for youth ages nineteen and younger. (Community Services)

RESOLUTION NO. 2012 - 049

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

17. Consider 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. 2012 - 050

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

18. Consider 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 and older. (Community Services)

RESOLUTION NO. 2012 - 051

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

19. Consider 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. 2012 - 052

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

20. Consider 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. 2012 - 053

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

21. Consider 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. 2012 - 054

RESOLUTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH WEST TEXAS BMX TO ADMINISTER PROGRAMS, SPECIAL EVENTS AND SERVICES RELATED TO BMX RACING AND RIDING

22. Consider a resolution approving the execution of a Task Order Contract with HDR Engineering, Inc. (Utilities)

RESOLUTION NO. 2012 - 055

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT TASK ORDER WITH HDR ENGINEERING,

INCORPORATED, FOR PROFESSIONAL SERVICES REGARDING THE CITY'S PERMIT ISSUED FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR OPERATIONS AT THE WATER POLLUTION CONTROL PLANT, PLANT FARM AND SPRABERRY FARM, AT AN ESTIMATED TOTAL COST OF \$35,150.00

23. Consider a motion on a request by West Company of Midland for Montgomery Addition (Section 4), to approve items requested for deferral, and to waive the associated public improvement guarantee. This subdivision is positioned in the City Limits, generally located on the west side of Fairgrounds Ave. approximately 1,100 feet north of Business I-20. Total deferral amount is \$42,550. (Engineering)
24. Consider a resolution approving a promotional agreement between the Midland Development Corporation and the Downtown Midland Management District. (City Attorney)

RESOLUTION NO. 2012 - 056

RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE DOWNTOWN MIDLAND MANAGEMENT DISTRICT TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

25. Consider a resolution authorizing a request for qualifications to select a Planning firm to rewrite the city's zoning regulations. (Planning)

RESOLUTION NO. 2012 - 057

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES FOR REVISIONS TO THE CITY OF MIDLAND'S ZONING CODE REGULATIONS; 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

SECOND READINGS

26. Consider an ordinance making certain transfers in various funds of the 2010 - 2011 fiscal year budget and making certain budget amendments and ordering recordation. (Finance) (8987)

ORDINANCE NO. 8987

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

27. Consider an ordinance on second reading providing the Midland Chamber of Commerce Convention and Visitors Bureau with additional funds to promote tourism in Midland. (Community Services) (8988)

ORDINANCE NO. 8988

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

28. Consider an ordinance on second reading on a request by Western International for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the northwest corner of the intersection of North Loop 250 and Deauville.) (Planning)

ORDINANCE NO. 8980

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 4.18-ACRE TRACT OF LAND (BEING 6.68 ACRES INCLUSIVE OF ADJACENT RIGHTS-OF-WAY) OUT OF SECTION 37, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND LOOP 250); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

29. Consider an ordinance on second reading on a request by Daniel Dirlam for a zone change from LR-2, Local Retail District to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas. (Generally located at the east side of South Midland Drive, approximately 550 feet north of West Wall Street.) (Planning)

ORDINANCE NO. 8981

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING

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

30. Consider an ordinance on second reading on a request by Jeffrey Benson for a zone change from LR-3, Local Retail District to PD, Planned District for a Shopping Center on Lots 1 through 4, Block 2, Gateway Plaza, City and County of Midland, Texas. (Generally located on the northeast corner of the intersection of Business I-20 and Liberty Drive.) (Planning)

ORDINANCE NO. 8982

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-4, BLOCK 2, GATEWAY PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-3, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF BUSINESS INTERSTATE 20 AND LIBERTY DRIVE); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

31. Consider an ordinance on second reading on a request by City of Midland - FM 1788 a City-initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District on a 156.88-acre tract of land out of Section 6, 7 and 8, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the east side of South Farm to Market 1788 north of West Business I-20.) (Planning)

ORDINANCE NO. 8983

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

CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

32. Consider an ordinance on second reading on a request by C. Hollis Construction for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of Holloway Avenue and South "K" Street.) (Planning)

ORDINANCE NO. 8984

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

33. Consider an ordinance on second reading on a request by Nikki Gatlin for a Specific Use Permit with Term for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of North Midland Drive and Crockett Avenue.) (Planning)

ORDINANCE NO. 8985

ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 4, ALAMO HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHWEST CORNER OF MIDLAND DRIVE AND CROCKETT AVENUE), WHICH IS PRESENTLY ZONED MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A DAY CARE CENTER; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

34. Consider an ordinance on second reading on a request for the vacation of a 0.52-acre tract vacating rights-of-way of streets and alleys in Block 79, East Midland and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas. (Generally located near the southeast corner of the intersection

of East Golf Course Road and North Jackson Street.) (Planning)

ORDINANCE NO. 8986

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

PUBLIC HEARINGS

35. At approximately 10:30 A.M. hold a public hearing and consider a resolution on a request by Butch Corey for a Temporary Land Use permit for a Carnival on Lot 1, Block 17, Skyline Terrace, Unit 2, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of West Loop 250 North and North Midkiff Road.) (Planning)

RESOLUTION NO. 2012 - 058

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A CARNIVAL ON LOT 1, BLOCK 17, SKYLINE TERRACE, UNIT 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH MIDKIFF ROAD); AND MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; AND PROVIDING THAT THE CHIEF OF POLICE SHALL ENSURE THAT ALL PARTICIPANTS ARE LICENSED PURSUANT TO TITLE V, CHAPTER 9 OF THE MIDLAND CITY CODE

36. At approximately 10:33 A.M. hold a public hearing and consider a resolution on a request by Fairmont Park Church of Christ for a Temporary Land Use permit for RV parking on Lot 1, Block 5, Fairmont Park Addition, Section 2 and on a .96-acre tract of land out of Section 18, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of North Midland Drive and Fairbanks Drive.) (Planning)

RESOLUTION NO. 2012 - 059

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR MOTOR HOME PARKING ON LOT 1, BLOCK 5, FAIRMONT PARK ADDITION, SECTION 2, AND ON A 0.96-ACRE TRACT OF LAND OUT OF SECTION 18, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHWEST

CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND FAIRBANKS DRIVE); AND MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN

37. At approximately 10:36 A.M. hold a public hearing and consider an ordinance on a request by Panda Express for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District on 1.075-acres out of Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas. (Generally located near the northwest corner of the intersection of West Loop 250 North and North Midland Drive.) (Planning)

ORDINANCE NO. 8989

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.075-ACRE TRACT OF LAND OUT OF LOT 1A, BLOCK 33, NORTHGATE ADDITION, SECTION 24, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN

SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH MIDLAND 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

38. At approximately 10:39 A.M. hold a public hearing on a request by Callon Petroleum Operating Company (Pecan Acres 23 #3) for a Permit to Drill an Oil and Gas Well within the City Limits, located 704' FNL and 2007' FWL, Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland, Texas. (Generally located on the west side of Golden Gate Drive, approximately ¾ mile north of Briarwood Avenue.) (Planning)
39. At approximately 10:42 A.M. hold a public hearing on a request by Callon Petroleum Operating Company (Pecan Acres 23 #6) for a Permit to Drill an Oil and Gas Well within the City Limits, located 651' FSL and 2040' FWL, Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the west side of Golden Gate Drive, approximately 650 feet north of Briarwood Avenue.) (Planning)
40. At approximately 10:45 A.M. hold a public hearing on a request by Callon Petroleum Operating Company (Pecan Acres 23 #12) for a Permit to Drill an Oil and Gas Well within the City Limits, located 1911' FEL and 2009' FNL, Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally

located on the west side of Golden Gate Drive, approximately ½ mile north of Briarwood Avenue.) (Planning)

41. At approximately 10:48 A.M. (Tract 1) hold a public hearing regarding the annexation of a city-owned tract of land being a 40.46-acre tract of land out of Section 45, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the north of Midland International Airport.) (Planning)
42. At approximately 10:49 A.M. (Tract 2) hold a public hearing regarding the annexation of a city-owned tract of land being a 96.28-acre tract of land out of Section 43 & 44, Block 40, T-2-S and Sections 4 and 5, Block 40 T-2-S, T&P RR Co. Survey, Midland County, Texas. (Generally located northwest of Midland International Airport) (Planning)
43. At approximately 10:50 A.M. (Tract 3) hold a public hearing regarding the annexation of a city-owned tract of land being a 55.08-acre tract of land out of Sections 8, 9, 16 & 17, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas. (Generally located south of Midland International Airport.) (Planning)
44. At approximately 10:51 A.M. (Tract 4) hold a public hearing regarding the annexation of a city-owned tract of land being a 2.25-acre tract of land out of Section 10, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located northeast of Midland International Airport.) (Planning)
45. At approximately 10:52 A.M. (Tract 5) hold a public hearing regarding the annexation of a city-owned tract of land being a 3.88-acre tract of Section 4, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the southeast of Midland International Airport.) (Planning)
46. At approximately 10:53 A.M. (Tract 6) hold a public hearing regarding the annexation of a city-owned tract of land being a 3.57-acre tract of land out of Section 13, Block 40, T-1-S, T&P RR Co. Survey Midland County, Texas. (Generally located on the north side of the Mockingbird Lane extension, east of Avalon Drive.) (Planning)
47. At approximately 10:54 A.M. (Tract 7) hold a public hearing regarding the annexation of a 28.31 acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the northwest corner of the intersection of Briarwood Avenue and Holiday Hill Road.) (Planning)
48. At approximately 10:57 A.M. (Tract 8) hold a public hearing regarding the annexation of a 108.453-acre tract of land out of Section 37, Block 40, T-1-S T&P RR Co. Survey, Midland County, Texas. (Generally located northwest of

the intersection of Tradewinds Boulevard and Champions Drive.) (Planning)

DEVELOPMENT SERVICES

49. Consider a resolution on a request to establish a private street name on 1.05-acres located in Lot 1A, Block 1, Midland Memorial Hospital Addition, Section 2. (Generally located south of North Garfield Street and east of Kent Street.) (Planning)

RESOLUTION NO. 2012 - 060

RESOLUTION APPROVING THE MIDLAND COUNTY HOSPITAL DISTRICT'S REQUEST TO NAME A PRIVATE STREET LOCATED AT THE MAIN CAMPUS OF MIDLAND MEMORIAL HOSPITAL "ROSALIND REDFERN GROVER PARKWAY" IN HONOR OF ROSALIND REDFERN GROVER

MISCELLANEOUS

50. Presentation of the 2011 Midland Police Department Traffic Contact Report by Dr. Alex del Carmen of Del Carmen Consulting, LLC. (Police)
51. Consider resolutions relating to a request from RSP Permian, L.L.C. for a permit to drill an oil and gas well (Bus Barn #2603) located 690' FNL and 1080' FEL, Section 26, Block 40, T-1-S T&P RR Co. Survey, Midland County, Texas.
- a. Consider a resolution for a Permit to Drill an Oil and Gas Well within the City Limits.

RESOLUTION NO. 2012 - 10

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

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

RESOLUTION NO. 2012 - 11

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

OF MIDLAND, TEXAS

52. Consider a resolution on a request to construction a new house inside the 500' buffer from an oil well. Proposed structure is located at 4401 Roadrunner Trail, Lot 6E, Block 2, Country Sky Addition. (Code Administration)

RESOLUTION NO. 2012 - 061

RESOLUTION GRANTING A VARIANCE FOR LOT 6E, BLOCK 2, COUNTRY SKY ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (COMMONLY KNOWN AS 4401 ROADRUNNER TRAIL), BY PERMITTING CONSTRUCTION OF A RESIDENCE AND AN ACCESSORY BUILDING WITHIN FIVE HUNDRED (500) FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF A BUILDING PERMIT

53. Consider a resolution on a request to construction a new house inside the 500' buffer from an oil well. Proposed structure is located at 4409 Roadrunner Trail, Lot 6D, Block 2, Country Sky Addition. (Code Administration)

RESOLUTION NO. 2012 - 062

RESOLUTION GRANTING A VARIANCE FOR LOT 6D, BLOCK 2, COUNTRY SKY ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (COMMONLY KNOWN AS 4409 ROADRUNNER TRAIL), BY PERMITTING CONSTRUCTION OF A RESIDENCE AND AN ACCESSORY BUILDING WITHIN FIVE HUNDRED (500) FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF A BUILDING PERMIT

54. Consider a resolution on a request to construction a new house inside the 500' buffer from an oil well. Proposed structure is located at 4417 Roadrunner Trail, Lot 6C, Block 2, Country Sky Addition. (Code Administration)

RESOLUTION NO. 2012 - 063

RESOLUTION GRANTING A VARIANCE FOR LOT 6C, BLOCK 2, COUNTRY SKY ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (COMMONLY KNOWN AS 4417 ROADRUNNER TRAIL), BY PERMITTING CONSTRUCTION OF A RESIDENCE AND AN ACCESSORY BUILDING WITHIN FIVE HUNDRED (500) FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF A BUILDING PERMIT

55. Consider a resolution on a request to construction a new house inside the 500' buffer from an oil well. Proposed structure is located at 4501 Roadrunner Trail, Lot 6B, Block 2, Country Sky Addition. (Code Administration)

RESOLUTION NO. 2012 - 064

RESOLUTION GRANTING A VARIANCE FOR LOT 6B, BLOCK 2, COUNTRY SKY ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS (COMMONLY KNOWN AS 4501 ROADRUNNER TRAIL), BY PERMITTING

CONSTRUCTION OF A RESIDENCE AND AN ACCESSORY BUILDING
WITHIN FIVE HUNDRED (500) FEET OF AN OIL AND GAS
WELL; AND AUTHORIZING ISSUANCE OF A BUILDING PERMIT

56. Consider a resolution approving a Developer Agreement for Midland RV Park.
(Engineering)

RESOLUTION NO. 2012 - 065

RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC
IMPROVEMENT DEVELOPMENT AGREEMENT WITH MIDCAMP
PROPERTIES, LLC FOR DEVELOPMENT OF MIDLAND R V CAMPGROUND
ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY
LOCATED ON THE EAST SIDE OF MIDLAND DRIVE, APPROXIMATELY
650 FEET NORTH OF INTERSTATE 20); AND AUTHORIZING PAYMENT IN
THE AMOUNT OF \$51,345.00 THEREFOR; SAID AGREEMENT BEING
AUTHORIZED BY SECTION 395.081 OF THE TEXAS LOCAL GOVERNMENT
CODE

57. Consider an ordinance amending ordinance number 8400 which established
fees and charges of the City of Midland Community Services Department,
Animal Services, Parks and Recreation, Hogan Park Golf Course, Health and
Senior Services, structure water rates and fees charged for water bacteriological
testing. (Community Services)

ORDINANCE NO. 8990

AN ORDINANCE ESTABLISHING FEES AND CHARGES OF THE CITY OF
MIDLAND COMMUNITY SERVICES DEPARTMENT, ANIMAL SERVICES,
PARKS AND RECREATION, HOGAN PARK GOLF COURSE, HEALTH AND
SENIOR SERVICES, AND UTILITIES DEPARTMENT; AND REPEALING
ORDINANCES SPECIFICALLY IN CONFLICT WITH SUCH FEES AND
CHARGES ESTABLISHED HEREIN

58. Consider an ordinance on first reading for changing the structure of water rates.
(Utilities)

ORDINANCE NO. 8991

AN ORDINANCE AMENDING TITLE III, "DEPARTMENTS" , CHAPTER 1 ,
"WATER DEPARTMENT", SECTION 2, "RATES," SUBSECTION (A),
"CUSTOMERS INSIDE OF CITY LIMITS," OF THE CITY CODE OF MIDLAND,
TEXAS, SO AS TO CHANGE THE RATES CHARGED FOR WATER AND
SEWER SERVICES; CONTAINING A CUMULATIVE CLAUSE;
CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING
PUBLICATION; AND THE CITY MANAGER SHALL NOTIFY ALL CUSTOMERS
OUTSIDE THE CITY LIMITS AS REQUIRED BY STATE LAW

59. Consider a motion on a request from Bluestem Energy (Evans D #1) amending a

Permit to Drill and Oil and Gas Well within the City Limits located 1021' FNL and 1041' FWL, Section 8, Block "X", H.P. Hilliard Survey, Midland County, Texas. (Generally located on the west side of the North Midkiff Road, approximately $\frac{3}{4}$ mile north of Mockingbird Lane. (Planning)

60. Consider making appointments to various Boards and Commissions.
61. At approximately 12 noon recess to the Basement Conference Room and receive a presentation from Dr. Ryder Warren of the Midland Independent School District regarding the upcoming bond election.

EXECUTIVE SESSION

62. Pursuant to Texas Government Code §551.101, the Council will hold an Executive Session which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:
 - a. Section 551.074, Personnel Matters
 - a.1. Deliberate the employment, evaluation, duties, and salary of the Presiding Municipal Court Judge, the Associate Municipal Court Judge, the City Manager, the City Attorney and the City Secretary.

Respectfully Submitted,

Courtney B. Sharp
City Manager

**MIDLAND CITY COUNCIL
MINUTES
February 14, 2012**

BRIEFING SESSION

The City Council convened in a Briefing Session in the basement conference room, City Hall, Midland, Texas, at 8:45 a.m. on February 14, 2012.

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

Council Members absent: Council Member Scott Dufford (At-Large), Council Member Michael Trost (District 4) (Trost arrived at 8:55 a.m.)

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, Development Services Director Rick Crownover, General Services Director Robert Patrick, Planning Division Manager Cameron Walker, Building Official Steve Thorpe, City Engineer David Beard, Public Information Officer Tasa Watts, and Oil & Gas Compliance Officer Ron Jenkins.

3. Receive a presentation from Utility Service Partners, Inc. concerning the National League of Cities-Service Line Warranty Program.

General Services Director Patrick introduced Blake Stogner of Utility Service Partners, Inc. Mr. Stogner presented a video to the City Council about an insurance opportunity for the residents of Midland for lateral water and sewer lines. He explained that many homeowners are unaware that they are responsible for the maintenance and repair of the lateral lines up to the point where it ties into the city infrastructure. He explained how the program operates, the cost, and answered questions. He noted they would like to use the City's logo for marketing purposes because more people sign up when the City is their partner and it helps to keep the cost low.

Following discussion, Council consensus was to move forward with the program. City Manager Sharp noted he would bring forward a resolution for Council approval at a future Council meeting.

Discussion ensued regarding how the 12% premiums that are returned to the City should be allocated. It was determined that staff will bring the item to Council for a decision when the revenues are received.

2. Receive an update from Craig Farmer, Project Consultant of MOTOR MPO, regarding the State Highway 191 Corridor and Access Management Study.

Craig Farmer of Freese & Nichols reviewed a PowerPoint presentation regarding the State Highway 191 Corridor and Access Management Study.

He explained the changes to the plan that would affect the interchanges and backage roads and showed how Wadley would tie into road "e". He recommended that the plans be finalized as quickly as possible and an interim thoroughfare plan be adopted so that as new development comes in, the City could require right-of-ways as needed. He expected the thoroughfare plan to be ready in about a month.

1. Receive an update from Alonda Massey of EZ-Rider regarding the status of their projects and operations.

City Manager Sharp reported that Ms. Massey called to inform the City that she would be unavailable.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 9:45 a.m.

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:01 a.m., February 14, 2012.

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

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

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

OPENING ITEMS

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

PRESENTATIONS

3. Presentation of special events, organizations, individuals, or periods of time including, but not limited to:
 - a. Presentation of a Proclamation for Midland Saves Week.

Mayor Perry presented the proclamation to representative from Midland Saves Week and organization that encourages everyone to save a portion of each paycheck.
 - b. Presentation of a Retiree Commendation to retiring City employee Wilma Lanell Miller from the City Secretary's Office.

Mayor Perry and City Manager Sharp presented a retirement proclamation to Lyn Miller.

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.

There were no requests by citizens to speak.

CONSENT AGENDA

Council Member Morales moved to approve Consent Agenda items 5 - 26 excluding 6, 10, 19, 20, 21, 25; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

Council Member James moved to reconsider approval of Consent Agenda items 5 - 26 excluding 6, 10, 19, 20, 21, 25; seconded by Council member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

Council Member James moved to approved Consent Agenda Items 5-26 excluding 6, 10, 19, 20, 21, 25, and 26; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

5. Approved a motion approving the following minutes:
 - a. Regular Minutes of January 24, 2012.
7. Approved a resolution authorizing the City Manager and the City Attorney to negotiate and execute a professional services agreement with Brinkley Sargent to perform architectural and engineering services for providing design, plans, specifications and architectural services for the construction of a new Municipal Court. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 017

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

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

RESOLUTION NO. 2012 - 018

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

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

RESOLUTION NO. 2012 - 019

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

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

RESOLUTION NO. 2012 - 021

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

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

RESOLUTION NO. 2012 - 022

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

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

RESOLUTION NO. 2012 - 023

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

14. Approved a resolution approving the purchase of two Jacobsen Greens King IV greens

mowers through HGAC from C & M Air Cooled Engine, Inc. of Waco, Texas for the Garage Division. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 024

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

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

RESOLUTION NO. 2012 - 025

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

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

RESOLUTION NO. 2012 - 026

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

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

RESOLUTION NO. 2012 - 027

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

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

RESOLUTION NO. 2012 - 028

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

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

RESOLUTION NO. 2012 - 032

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

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

RESOLUTION NO. 2012 - 033

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

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

RESOLUTION NO. 2012 - 034

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

The following items were pulled from consent calendar and considered individually.

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

RESOLUTION NO. 2012 - 016

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

Council Member Sparks cautioned Mr. Sharp and Mr. Stretcher that when they are at the negotiating table to remember that this was the first choice but it was not the only choice and if the price is not right Council is likely to not approve the item and will consider other properties.

Council Member Hailey moved to adopt Resolution No. 2012 - 016; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

Council Member James moved to amend the motion by including City Attorney; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

10. Consider a resolution authorizing the City Manager and the City Attorney to negotiate and execute a professional services agreement with Parkhill, Smith and Cooper to perform architectural and engineering services for providing design, plans, specifications and architectural services for the construction of Fire Station 10. (GENERAL SERVICES)

RESOLUTION NO. 2012 - 020

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

Discussion ensued as to what the project scope was. It was clarified that this was only for the fire station.

Council Member Sparks moved to adopt Resolution No. 2012-020; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

RESOLUTION NO. 2012 - 029

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

Council Member James noted he was speaking to items 19, 20 and 21 noting their urgency because of the application deadline and also because of the need for senior and workforce housing. He expressed concern over not having an alternative option if the funding was not received and suggested an amendment be made to allow the City Manager the ability to take advantage of affordable housing funds where applicable in the event the HOME Investment Partnership funds are no longer available.

Mr. Diaz, Mr. Fields and Mr. Grainger all spoke to the Council about their projects. They each suggested that the Council support all three projects and that the Council leave it open for them to return for funding if the tax credits do not come through.

Mr. Fields briefly explained why the right of way needed to be changed on his project to meet the application deadline showing that all land was under contract.

Council Member Morales moved to adopt Resolution No. 2012-029; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

RESOLUTION NO. 2012 - 030

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

Council Member Morales moved to adopt Resolution No. 2012-030; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

RESOLUTION NO. NUMBER 2012-031

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

Council Member Sparks moved to adopt Resolution No. 2012-031; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey,

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

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

RESOLUTION NO. 2012 - 035

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

Discussion ensued as to what the project would include. It was clarified that the project was not expected to cost \$50,000.

Council Member Trost moved to adopt Resolution No. 2012-035; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

RESOLUTION NO. 2012 - 036

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

Council Member James moved to adopt Resolution No. 2012-036; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Perry, James, Sparks. NAY: Hailey. ABSTAIN: None. ABSENT: Dufford.

SECOND READINGS

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

ORDINANCE NO. 8976

ORDINANCE ADOPTING A SITE PLAN FOR AN 8.00-ACRE TRACT OF LAND OUT OF SECTION 2, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED NEAR THE NORTHEAST CORNER OF THE INTERSECTION OF EAST INTERSTATE HIGHWAY 20 AND TERRELL STREET); SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

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

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8976 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

ORDINANCE NO. 8977

AN ORDINANCE VACATING AND ABANDONING A 1,500 SQUARE FOOT PORTION OF ADAMS STREET RIGHT-OF-WAY ADJACENT TO LOTS 4-6, BLOCK 40, MOODY

ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF KENTUCKY AVENUE AND ADAMS STREET); ADOPTING THE APPRAISAL BY THE CITY MANAGER OF \$150.00; WAIVING THE FEE FOR THE COST OF THE RIGHT-OF-WAY; AND ORDERING RECORDATION BY THE CITY SECRETARY

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

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8977 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford, James.

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

ORDINANCE NO. 8978

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

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

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8978 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford, James.

PUBLIC HEARINGS

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

ORDINANCE NO. 8980

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 4.18-ACRE TRACT OF LAND (BEING 6.68 ACRES INCLUSIVE OF ADJACENT RIGHTS-OF-WAY) OUT OF SECTION 37, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND LOOP 250); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

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

Mayor Perry opened the public hearing at 11:04 a.m.

Larry Bell of Parkhill, Smith, and Cooper, spoke in favor of the project.

There being no one else wishing to speak, the public hearing was closed at 11:05 a.m.

Deputy City Secretary Reyes read the caption of Ordinance No. 8980.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8980 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

ORDINANCE NO. 8981

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

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

Mayor Perry opened the public hearing at 11:09 a.m.

Daniel Dirlam, 5000 S. Midland Drive, noted he had borrowed no money to fund the project but was selling 10-13 single family homes to raise the money. He also noted that they will be donating money to the American Red Cross.

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

Deputy City Secretary Turner read the caption of Ordinance No. 8981.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8981 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

ORDINANCE NO. 8982

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-4, BLOCK 2, GATEWAY PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-3, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF BUSINESS INTERSTATE 20 AND LIBERTY DRIVE); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

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

Mayor Perry opened the public hearing at 11:16 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. 8982.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 8982 in accordance with the Charter of the City of Midland; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

ORDINANCE NO. 8983

ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 156.88-ACRE TRACT OF LAND OUT OF SECTIONS 6, 7 AND 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN IP-2, INDUSTRIAL PARK DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FARM-TO-MARKET ROAD 1788, NORTH OF BUSINESS INTERSTATE 20); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

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

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 Reyes read the caption of Ordinance No. 8983.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 8983 in accordance with the Charter of the City of Midland; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

ORDINANCE NO. 8984

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

Planning Division Manager Walker gave an overview of the item noting 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.

Deputy City Secretary Reyes read the caption of Ordinance No. 8984.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8984 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

ORDINANCE NO. 8985

ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 4, ALAMO HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHWEST CORNER OF MIDLAND DRIVE AND CROCKETT AVENUE), WHICH IS PRESENTLY ZONED MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A DAY CARE CENTER; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

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

Mayor Perry opened the public hearing at 11:25 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. 8985.

Council Member Morales moved approval of the first of two readings of Ordinance No. 8985 in accordance with the Charter of the City of Midland; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

Oil & Gas Compliance Officer Ron Jenkins gave an overview of the item noting it went before the Oil & Gas Advisory Committee and received approval with the recommendation that steel coated tanks be used instead of fiberglass tanks and that the landscaping not be deferred for longer than two years.

Mayor Perry opened the public hearing at 11:29 a.m.

Jimmy Wright, 5212 Mathis Street, noted he was the land manager for Callon Petroleum and was available to answer any questions. When asked what the furthest distance was that wells could be directionally drilled he responded that in theory they can go no more than 1,000 feet.

There being no one else wishing to speak, the public hearing was closed at 11:33 a.m.

No action was taken on this item.

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

Oil & Gas Compliance Officer Jenkins gave an overview of the item noting that it was the same information as the previous item with the same recommendation.

Mayor Perry opened the public hearing at 11:35 a.m.

Thomas Beach, 5500 Golden Gate Drive, asked if the drilling would affect their water. Oil & Gas Compliance Officer Jenkins responded that they would test his well before they begin drilling and then test it yearly. If there were any problems the Council would be contacted. Mr. Beach asked how far under his property they would be drilling. Mayor Perry suggested that Mr. Beach get together with Mr. Wright to answer specific questions. Mr. Beach asked why they had two years to put up fencing and beautify the area. Mr. Wright responded that was the request of the land owners so that they could match their fencing to the surrounding development.

There being no one else wishing to speak, the public hearing was closed at 11:41 a.m.

No action was taken on this item.

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

Oil & Gas Compliance Officer Jenkins gave an overview of the item noting it was the same pad as the previous two items but this would be directional drilled to the south.

Mayor Perry opened the public hearing at 11:42. There being no one present wishing to speak, the public hearing was immediately closed.

No action was taken on this item.

DEVELOPMENT SERVICES

39. Presentation of the 2011 Annual Accident Report. (TRANSPORTATION)

Transportation Manager Gary Saunders presented the 2011 Annual Accident Report and answered questions.

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

ORDINANCE NO. 8986

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

Planning Division Manager Walker gave an overview of the item noting this was part of the Sparks Park redevelopment project. He noted they needed to rescind the last ordinance and adopt a new one so that the new portion of land could be tied into the proposed lots.

Deputy City Secretary read the caption of Ordinance No. 8986.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 8986 in accordance with the Charter of the City of Midland; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Morales, Hailey, Perry,

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

MISCELLANEOUS

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

ORDINANCE NO. 8987

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

Deputy City Secretary Reyes read the caption of Ordinance No. 8987.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8987 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Trost, Dufford.

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

ORDINANCE NO. 8988

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

Deputy City Secretary Reyes read the caption of Ordinance No. 8988.

Council Member Hailey moved approval of the first of two readings of Ordinance No. 8988 in accordance with the Charter of the City of Midland; seconded by Council Member Morales. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

Community Development Manager Sylvester Cantu gave a report noting there was substantially less dollars this year and answered questions.

44. Consider making appointments to various Boards and Commissions.

No appointments were made to boards and commissions.

45. Discuss litigation styled Jayanti Patel v City of Everman, Case No. 09-0506, in the Supreme Court of Texas and discuss litigation styled City of Dallas v Heather Stewart, Case No. 09-0257, in the Supreme Court of Texas. (CITY ATTORNEY)

City Attorney Stretcher reported that prior to July 1, City Councils had absolute authority to call structures dilapidated and to remove them. According to a Supreme Court ruling City Councils had no authority. He noted that the Supreme Court of Texas did grant a re-hearing and issued an opinion that City Councils have some jurisdiction. Once a council declares a structure dilapidated, they have to wait 30 days and put the item back on the agenda. If anyone sues, the City loses jurisdiction, if no one sues, the City retains jurisdiction. He also noted that the Council previously held public hearings on dilapidated structures and had a first reading. Council should expect to see those item on a future agenda.

46. Consider a resolution authorizing the City Manager to execute a form prepared by the Texas Comptroller regarding Senate Bill No. 18 enacted by the 82nd Texas Legislature; and Senate Bill No. 18 affects all eminent domain in Texas. (CITY MANAGER)

RESOLUTION NO. 2012 - 037

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FORM PREPARED BY THE TEXAS COMPTROLLER REGARDING SENATE BILL NO. 18

ENACTED BY THE 82ND TEXAS LEGISLATURE; AND SENATE BILL NO. 18 AFFECTS ALL ENTITIES AUTHORIZED TO EXERCISE THE POWER OF EMINENT DOMAIN IN TEXAS

City Attorney Stretcher noted this item was brought forward because the city is required to list the authority for eminent domain.

Council Member Hailey moved to adopt Resolution No. 2012-037; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

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

RESOLUTION NO. 2012 - 038
RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE MIDLAND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1 REGARDING THE T-BAR RANCH GROUNDWATER DEVELOPMENT. THE T-BAR RANCH CONSISTS OF APPROXIMATELY 22,149 ACRES OF LAND AND WATER RIGHTS IN WINKLER COUNTY AND LOVING COUNTY, TEXAS

Council Member Hailey moved to adopt Resolution No. 2012-038; seconded by Council Member James. The motion carried by the following vote: AYE: Morales, Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Dufford.

EXECUTIVE SESSION

48. Pursuant to Texas Government Code §551.101, the Council will hold an Executive Session which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:
- a. Section 551.071, Consultation with the City Attorney
 - a.1. Discuss with the City Attorney and Attorney(s) with the Law Firm of Cotton, Bledsoe, Tighe & Dawson, P.C., contemplated litigation involving a 45.99-acre tract of land located in Section 15, Block 39, T-1-S T&P RR Co. Survey, Midland County, Texas and more specifically described in Volume 2311, Page 306 of the Deed Records of Midland County, Texas.
 - b. Section 551.074, Personnel Matters
 - b.1. Deliberate the employment, evaluation, duties, and salary of the Presiding Municipal Court Judge, the Associate Municipal Court Judge, the City Manager, the City Attorney and the City Secretary.

Mayor Perry adjourned the meeting to executive session at 12:25 p.m.

There being no other business to come before the City Council the meeting was adjourned at 12:50 p.m.

PASSED AND APPROVED the 28th day of February, 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4573-12 Cold Mix

Purpose:

Approval of a resolution authorizing the purchase of Type 1, Grade CC limestone rock asphalt cold mix for the Transportation Division.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$56,250.00 General Fund

Discussion:

The cold mix will be used by the Transportation Division to repair, maintain and level-up city streets. This material is available through Texas Comptroller of Public Accounts Contract 745-A1. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases.

Therefore, please consider approval of a resolution authorizing the purchase of 750 tons of cold mix at \$75.00 per ton through Texas Comptroller of Public Accounts Contract 745-A1 from Vulcan Construction Materials LP of San Antonio, Texas, for a total cost of \$56,250.00.



Date: February 15, 2012
To: Regina Stephenson, Purchasing Manager
From: Gabriel McClelland
Subject: Cold Mix

The City of Midland's Transportation Division uses cold mix to address many street repair/maintenance issues. Utility-cut maintenance, emergency pothole repair, and the Transportation Division's annual level-up project are the primary uses of cold mix. Cold-mix is a flexible asphaltic material that is easy to use and does not ruin when stockpiled for a relatively long period of time.

Thank You

Gabe McClelland

RESOLUTION NO.

RESOLUTION APPROVING THE PURCHASE OF 750 TONS OF TYPE-1, GRADE CC LIMESTONE ROCK ASPHALT COLD MIX THROUGH THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS CONTRACT 745-A1 (TCPAC) AT A TOTAL COST OF \$56,250.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A COOPERATIVE PURCHASING PROGRAM

WHEREAS, the Texas Comptroller of Public Accounts Contract 745-A1 (TCPAC) is a cooperative purchasing program with which the City participates on purchases; and

WHEREAS, Vulcan Construction Materials, L.P., of San Antonio, Texas, has submitted a total proposed cost to the City of \$56,250.00 for the purchase of 750 Tons of Type-1, Grade CC Limestone Rock Asphalt Cold Mix through the TCPAC, as shown on the e-mail attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by Vulcan Construction Materials, L.P., through the TCPAC for said Cold Mix to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said Cold Mix through the TCPAC;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said Cold Mix referred to above through the TCPAC, at a total estimated cost of \$56,250.00.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay for said Cold Mix from funds available in the Fiscal Year 2011 – 2012 General Fund (001) Engineering Services (080) Transportation (0085) Maintenance of Streets and Roadways budget account upon proper receipt of invoices or statements approved by the City Manager.

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

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4317-12 Storage Area Network

Purpose:

Approval of a resolution authorizing a contract to provide and install a primary storage area network (SAN) within the City of Midland's data center.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$74,315.33 Technology Fund

Discussion:

On November 8, 2011, the City Council approved the issuance of a request for proposals for a storage area network. We are recommending Dell Marketing, L.P. of Round Rock, Texas. For further discussion on this item please see the attached memo from Sharlett Chowning, Chief Information Officer.

Therefore, please consider approval of a resolution authorizing a contract with Dell Marketing, L.P. of Round Rock, Texas for a storage area network. The total cost is \$74,315.33 .

CITY OF MIDLAND
Communications and Information Services Department
Interoffice Memorandum

Date: February 28, 2012
To: Tommy Hudson, Deputy City Manager
From: Sharlett Chowning, Chief Information Officer
Subject: Purchase of Storage Area Network

A storage area network (SAN) will move the City toward more unified technology. Instead of each server having to have disk space, all of the disk will be consolidated and can be used by whatever application has need of it. On November 8, 2011, the City Council approved the issuance of a request for proposals (RFP) for a Storage Area Network.

Four proposals were received. Abacus Computers, Inc., Synetra, ePlus Technology, Inc., and Dell each submitted a proposal. The proposals were evaluated by four employees from the Communications and Information Systems Department staff. In addition to being the lowest bidder, it was the consensus of the evaluation team that Dell would provide the best overall value for the City.

The cost of the equipment proposed by Dell was \$74,315.33 which included implementation and a knowledge transfer.

Therefore, we are recommending the purchase of the Storage Area Network from Dell.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT TO PROVIDE AND INSTALL A PRIMARY
STORAGE AREA NETWORK (SAN) WITHIN THE CITY
OF MIDLAND'S DATA CENTER WITH DELL
MARKETING, L.P., AT A TOTAL COST OF \$74,315.33;**

WHEREAS, the City Manager approved plans and specifications and authorized a request for proposals for the supply and installation of a primary storage area network (SAN) within the City of Midland's Data Center; and

WHEREAS, Bid No. 4317-12 was opened on December 21, 2011, with the lowest proposal being submitted from Dell Marketing, L.P., at a cost of \$74,315.33, as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed by Dell Marketing, L.P., for said SAN to be fair and reasonable; and

WHEREAS, the proposed contract, as drafted by Dell Marketing, L.P., contains clauses not typically seen in contracts to which the City is a party, and thus imposes obligations which the City typically does not agree to; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of said contract for the purchase and installation of said SAN from Dell Marketing, L.P.;

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

SECTION ONE. That the City Manager is hereby authorized and directed to execute a contract with Dell Marketing, L.P., for the supply and installation of a primary storage area network (SAN) within the City of Midland's Data Center, at an estimated total price not to exceed \$74,315.33, said contract being on file in the office of the City Secretary referenced by the date and number of this Resolution.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Dell Marketing, L.P., for said SAN from funds available in the 2011 – 2012 Technology Fund (770) C.I.S.D. (030) Technology (0770) budget account upon proper receipt of invoices or statements approved by the City Manager.

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

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, General Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

[illegible]

13 Bid requests were issued.

4 Bids listed above

0 NO BIDS were received.

9 Bidders did not respond.

CVIC Internet, Crest South Texas Corp, SynchroNet, Sigma Solutions, Checkpoint Services, IoDynamix Inc, Pinnacle Business Systems Inc, Synetra Inc, ViOn Corporation



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4684-12 Window replacement at MLKCC training room

Purpose:

Approval of a resolution approving plans and specifications and authorizing advertisement for bids for window replacement at the Martin Luther King Jr. Community Center training room

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No funding required at this time.

Discussion:

Please consider approval of a resolution approving plans and specifications and authorizing advertisement for bids for the replacement of windows at the Martin Luther King Jr. Community Center training room for the Community Services Department. For further discussion on this item please see the attached memo from Tina Jauz, Community Services Director. The estimated cost is \$100,000.00.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: February 15, 2012
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: Addition of windows to the training room at MLKJCC

The Parks and Recreation Division is seeking approval to add windows to the current training room at the Martin Luther King Jr. Community Center. The training room is the northern area of the building where the old indoor pool was located.

In order to keep water and debris out of the existing training room, the addition of a permanent window structure is necessary. In addition, this will allow for the structure to maintain ventilation, without having the expense of heating and cooling the respective area. The windows were not a part of the original design, however since opening, it is apparent the large area needs more protection from outside elements.

The total project will cost approximately \$100,000 for the removal of the existing fence panels and the installation of windows in the training room. The \$20,000 would be appropriated from the Martin Luther King, Jr. Center Renovations and \$80,000 from the Unappropriated Fund Balance.

RESOLUTION NO.

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE ADDING OF WINDOWS AT THE MARTIN LUTHER KING JR. COMMUNITY CENTER TRAINING ROOM

WHEREAS, plans and specifications have been prepared for the addition of windows at the Martin Luther King Jr. Community Center Training Room; and

WHEREAS, the City Council finds it to be in the public interest to approve said plans and specifications, and authorizes the City Manager to advertise for competitive bids;

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

SECTION ONE. That the plans and specifications for the addition of windows at the Martin Luther King Jr. Community Center Training Room are hereby approved, those plans and specifications being substantially in the form as those 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 advertise for competitive bids for said window replacement, pursuant to the statutes of the State of Texas for accomplishing the work set forth in the above approved plans and specifications.

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



THE CITY OF MIDLAND

CONTRACT

Contract No.4684-12

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

1. **Cost:** Total Proposal: \$ _____ DOLLARS
2. **Scope of Work:** The Contractor shall perform all work described for labor, material, equipment and supervision necessary to remove existing chain link fence panels from window openings and provide and install sliding windows at the Martin Luther King, Jr. Community Center training room in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

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

EXHIBIT B..... Intentionally Omitted

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

EXHIBIT D..... Wage Scale

3. **Owner:** The words "Owner's Representative" or "representative" shall mean Tina Jauz or her designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular capacity under this Contract.

4. **The Owner's Representative** may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Owner's representative will not be responsible for the Contractor's failure

to perform the work in accordance with the contract.

5. **Contractor:** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. The Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications.

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

7. **Safety:** The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND**

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

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

8.2. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE

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

9. **Start of Work:** The Contractor shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than _____ calendar days after release to proceed.

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

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

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

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

12. **Remedy:** The Owner may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of the Contractor to make payments promptly to subcontractors or for material or labor which the Owner may pay as an agent for the Contractor; or

12.4. Damages to another contractor or subcontractor.

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

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

14. **Wage Scale:** The Contractor agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Payment:** After all work is completed by the Contractor, and the Owner has inspected and approved that work, the Owner shall within thirty-one (31) days thereafter issue payment to the

Contractor in the amount of the contract and subsequent verified Change Orders. The Owner shall be the final judge of when work is completed by the Contractor. For contracts exceeding \$25,000 and construction time exceeds ninety days, requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the Owner's Representative the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

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

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

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

SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

19. **Insurance**

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

Commercial General Liability (including Contractual liability):

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

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Worker's Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

IMPORTANT NOTICE

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

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

If you cannot provide Worker's Compensation Insurance as required by State of Texas statute we respectfully request that you "No Bid" this work.

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

21. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, CONTRACTOR**

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

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

23. **Independent Contractor:** It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

24. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for

alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Contractor or his legal representative, shall give the City Manager, or any other reasonable official of the Owner, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Owner from any liability whatsoever. The Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

Contract No: 4684-12

OWNER, City of Midland

CONTRACTOR

Courtney B. Sharp, City Manager

APPROVED AS TO FORM

Keith Stretcher, City Attorney

ATTEST

Amy M. Turner, City Secretary

Contractor Corporate Acknowledgment: Contract No.4684-12

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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

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

Notary Public, State of Texas



Contractor's Name _____

PROPOSAL Bid #4684-12

To: Purchasing Agent
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the plans, specifications and contract documents, the location of the proposed work and being fully advised as to the extent and character of the work proposes to furnish all materials, equipment and to perform all labor and work necessary for the complete work described by and in accordance with the attached plans, specifications and contract for the sum of:

Materials Portion Incorporated Into Project _____ DOLLARS

Labor Portion Incorporated Into Project _____ DOLLARS

Other Costs Not Incorporated Into Project _____ DOLLARS

Total Proposal _____ DOLLARS

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid and he further agrees to commence work within ten (10) days after the date of written notice to do so and to substantially complete same within _____ calendar days.

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
P.O. Box 1152
Midland, TX 79702

FAX: (432) 685-0523
OR
E-mail: purchasing@midlandtexas.gov

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

AWARD

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

BID WAIVERS:

A. WAIVER OF ATTORNEY FEES: BY SIGNING THIS PROPOSAL, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT,

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

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

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

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

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

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

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

C. Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Bidder or his legal representative, shall give the City Manager, or any other reasonable official of the Owner, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages

occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Bidder will settle, the physical and mailing addresses of Bidder at the time and date the claim was presented and the physical and mailing addresses of Bidder for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Bidder relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Owner from any liability whatsoever. The Owner is under no obligation to provide notice to Bidder that Bidder's notice is insufficient. Owner reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

By Signing 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.

SOVEREIGN IMMUNITY: By Executing this contract the City is not waiving its right of Sovereign immunity. the City is retaining its IMMUNITY from suit. the City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

_____	_____	_____
Bidder	Authorized Signature	Telephone
_____	_____	_____
Address, City and State	Please Print above Name	Fax

Bidder's Enclosure Check List: (Bidder - Please review the following list and check to ensure that you have included the documents with your bid.)

- ☐ PROOF OF AUTOMOBILE, WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE COVERAGE AS REQUIRED BY THE TERMS OF THE CONTRACT. (**Upon award and prior to execution of the contract The City of Midland will have to be added to the policy as an additional insured and a certificate issued reflecting that provision) including a waiver of subrogation as stated in the contract**)
- ☐ 5% BID BOND FOR CONTRACTS IN AMOUNTS OF \$50,000 OR MORE. (ONLY WHEN EXHIBIT "C" IS INCLUDED IN THE CONTRACT).* **THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO PROVIDE A PAYMENT BOND FOR BIDS IN EXCESS OF \$50,000 AND A PERFORMANCE BOND FOR BIDS OVER \$100,000. IF BOND FORMS WERE NOT INCLUDED, THEY MAY BE OBTAINED FROM THE OFFICE OF THE PURCHASING AGENT. Call (432) 685-7234 for information.**

PLEASE NOTE:

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS ON THE CHECK LIST, MAY CAUSE REJECTION OF YOUR BID.

***FAILURE TO PROVIDE LIABILITY OR WORKER'S COMPENSATION INSURANCE AND SUBSEQUENT CERTIFICATES; OR, PAYMENT AND/OR PERFORMANCE BONDS AS REQUIRED BY THE CONTRACT MAY CAUSE FORFEITURE OF YOUR BID BOND OR OTHER SURETY (I.E.- CASH OR CASHIERS CHECK).**

THE CITY OF MIDLAND SPECIFICATION

For
Addition of windows at the Martin Luther King Community Center

1. SCOPE:

Labor, material, equipment and supervision necessary to remove the existing chain link fencing in the training room and replace with sliding windows to allow for ventilation without having to heat and cool the respective area.

2. PURPOSE:

To keep water and debris out of the existing training room.

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
P.O. Box 1152
Midland, TX 79702

OR

FAX: (432)685-0523

Email: purchasing@midlandtexas.gov

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. OWNER

City of Midland

4.2. CONTRACTOR

Successful Bidder

5. DOCUMENTS

Contract

Exhibit A - These specifications, Proposal or Cost Summary

Exhibit B – Intentionally Omitted

Exhibit C – Bonding Requirements

Exhibit D – Wage Schedule

6. REQUIREMENTS

Vendor shall comment in the right margin as to whether or not his bid meets or exceeds the minimum specification shown. Please explain how it exceeds or falls short of the requirement. Use blue or Black

ink if completed by hand or typewriter. A separate sheet may be used as long as each item is identified and the sheet(s) are signed.

Requirement	Vendor Comment
6.1. <u>PERMITS/COMPLIANCE WITH LAW</u>	
6.1.1. Permits and Licenses:	
6.1.1.1. The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of the contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the work. (Call 685-7390 for permit information.)	
6.1.2. Taxes:	
6.1.2.1. Portions of the contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. (Refer to Texas Tax Code, Title 2, Subtitle E, Chapter 151, Subchapter H, Subsections 151.309, 151.311 and 151.3111.)	
6.1.2.2. Tax Exemption Certificate.	
The Contractor may obtain a sales tax exemption certificate from the City of Midland upon request from the Purchasing Office.	
6.1.2.3. All labor performed on the project, all materials incorporated into the project and other costs such as overhead allocation qualify for the exemption. However, equipment, parts for equipment, and tools purchased for use on the project, but are not incorporated may not qualify for the exemption.	
6.1.2.4. Contractor shall be responsible for the determination of what portion, if any, of the contract has taxes due and payment of said taxes. DO NOT BILL ANY SALES OR USE TAX TO THE OWNER.	
6.2. <u>GENERAL</u>	
6.2.1. Award	
6.2.1.1. If the Contract is awarded, it will be awarded to either the lowest responsible bidder, or to the bidder who provides goods or services at the best value for the City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code	
6.2.2. Bid Validity Period	
6.2.2.1. Unless otherwise stated, bids shall be valid for a minimum of 90 days.	
6.2.3. Provide material and labor to demo existing chain link fencing and prep existing wall for windows	
6.2.3.1. Provide material and labor to frame out existing wall to soffit for new aluminum windows	
6.2.3.2. Provide material and labor to install new soffit and fascia MTL panel to match exiting roofing	
6.2.3.3. Provide material and labor to install new 3 ½" heavy commercial horizontal sliding window	

6.2.3.4. Provide labor and means to dispose of material at completion of project.

6.2.3.5. Provide equipment for demo of existing fencing

6.2.4. Energy Code minimum requirements for windows in non residential structures:

6.2.4.1. The frames shall have a *U* factor and the glazing shall have a maximum Solar Heat Gain Coefficient (SHGC)

6.2.4.2. Frame material other than metal: 0.65 *u* factor

6.2.4.3. Metal frame material – Curtainwall/Storefront 0.60 *u* factor

6.2.4.4. Metal frame material – Entrance door 0.90 *u* factor

6.2.4.5. Metal frame material – all others 0.65 *u* factor

6.2.4.6. SHGC – Based on projection factor (ratio of Distance measured horizontally from edge of overhang, eave, etc over Distance measured vertically from the bottom of the glazing to the underside of the overhang:

6.2.4.7. $PF < 0.25$ SHGC 0.25

6.2.4.8. $PF = 0.25-0.50$ SHGC 0.33

6.2.4.9. $PF > 0.5$ SHGC 0.40

7. SITE HOUSE KEEPING

Contractor shall be responsible for removal and disposal of all old material from City premises, trimmings and other debris as a result of the work included under this contract

8. SITE INSPECTION

Bidders are encouraged to visit each location where work is to be performed in order to fully assess the bid requirements. To schedule a site visit, please contact Kimberly Cornelsen at (432) 254-9960.

9. BID WAIVERS:

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

BIDDER AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL

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

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

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

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

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT.

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS.

THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT.

BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

Company Name

Phone

Authorized Signature

Fax

Print Above Name

Date

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, issued by a bank satisfactory to the Owner, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the owner, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Oblige.

*A cash security such as a cashier's check for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(hereinafter called the Principal), as Principal, and _____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS

(\$ _____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to _____

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20 ____.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

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

_____ (hereinafter
called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas, a
home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in
the amount of _____
DOLLARS, (\$ _____), for the payment whereof the said Principal and
Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee,
dated the _____ day of _____, 20____, to _____,
_____ ,
which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material to him or a subcontractor in
the prosecution of the work provided for in said contract, then this obligation shall be null and
void; otherwise, it is to remain in full force and effect.

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

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

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work performed thereunder, or the
plans, specifications or drawings accompanying the same, or any assignment of the contract as
may be provided for in the instructions to bidders, shall in anywise affect its obligation on this

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

_____,
(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Oblige), the amount of _____ DOLLARS, (\$ _____) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 20____, to furnish and deliver the following equipment:

SPECIFICALLY including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, as well as the Principals primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications,

instructions to bidders, general and special conditions and other contract documents, including any addendums thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise effect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of this contract, assignment thereof, or to the work to be performed thereunder.

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

Principal

Surety

By_____

By_____

Address_____

Address_____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

EXHIBIT "D"

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with Local Government Code, Title 5. Matters Affecting Public Officers and Employees, Subtitle C. Matters Affecting Public Officers and Employees of More Than One Type of Local Government, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.

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

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

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

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

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

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

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

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

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

City of Midland

Attn: City Secretary

P. O. Box 1152

Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

For vendor or other person doing business with local governmental entity

CITY OF MIDLAND

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

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

CERTIFICATE OF INSURANCE:

PRODUCER INSURANCE COMPANY PHONE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE APPROVED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
INSURED VENDOR COMPANY	COMPANY LETTER A COMPANY NAME
	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

>COVERAGES*****

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS/ VEHICLES/ SPECIAL ITEMS

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

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

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

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

AUTHORIZED REPRESENTATIVE

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

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

**No-Bid
Response
For**

Request #: 4684-12 Windows for MLK Jr Com Center

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

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

Fax to: (432) 685-0523

or

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

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

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

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



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Robert Patrick, General Services Director

SUBJECT: Interlocal Agreement with the North Central Texas Council of Governments approving a cooperative program for Service Line Protection programs

Purpose:

To request Council approval of an interlocal agreement to join into a master contract calling for Utility Service Providers to provide line repair coverage to homeowners residing within the City of Midland.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

None at this time.

Discussion:

Please consider approval of an interlocal agreement which allows the City of Midland to cooperate with other Texas cities to provide line repair coverage to our citizens. After a review of four leading utility line warranty providers, USP was unanimously selected by a NCTCOG review committee comprised of five NCTCOG member cities representing various populations within the North Central Texas region on January 27th, 2011. This agreement allows the provider (Utility Service Partners Private Label, Inc.) to provide coverage of water lines from the connection to the home to the meter and/or sewer lines from connection to the home to the city main line. After a review of four leading utility line warranty providers, USP was unanimously selected by a NCTCOG review committee comprised of five NCTCOG member cities representing various populations within the North Central Texas region.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL AGREEMENT WITH THE NORTH
CENTRAL TEXAS COUNCIL OF GOVERNMENTS
APPROVING A COOPERATIVE PROGRAM FOR
SERVICE LINE PROTECTION PROGRAMS**

WHEREAS, the City of Midland and the North Central Texas Council of Governments desire to enter into an interlocal agreement regarding a cooperative program for service line protection programs; and

WHEREAS, the Midland City Council finds that the agreement serves a beneficial public purpose;

**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, on behalf of the City of Midland, an interlocal agreement with the North Central Texas Council of Governments regarding a cooperative program for service line protection programs, 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**INTERLOCAL AGREEMENT
FOR A
COOPERATIVE PROGRAM
FOR
SERVICE LINE PROTECTION PROGRAMS**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and City of Midland, Texas a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas), hereinafter referred to as "Participant," created and operated to provide one or more governmental functions and services, and having its principal place of business at 300 N. Loraine, Midland, Texas 79701.

W I T N E S S E T H

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, NCTCOG has performed the due diligence process for a Water Service Line Protection Program for local municipalities; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, in reliance on such authority, NCTCOG has a cooperative program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that by Administrative Action has authorized this Agreement on *February 28, 2012, and that it desires to contract with NCTCOG on the terms set forth below; and

WHEREAS, NCTCOG's Executive Board approved a resolution to provide these services through interlocal agreements at its January 27, 2011 board meeting;

NOW, THEREFORE, NCTCOG and the PARTICIPANT do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas) or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

NCTCOG and the Participant agree that this Agreement shall be governed by and subject to all applicable state and federal laws, statutes, rules and regulations in effect or promulgated during the term of this Agreement, whether or not cited herein, including the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code...

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto regarding the subject matter herein described, and supersede any and all prior oral and written agreements between the parties relating to the matters set forth herein.

ARTICLE 4: MASTER CONTRACT

NCTCOG AND Utility Service Partners Private Label, Inc. ("USP") have entered into a Master Contract calling for USP to provide line repair coverage to homeowners residing within the jurisdiction of the Participant for water lines and sewer lines as part of a protection program. Furthermore it is anticipated that USP will enter into Letters of Engagement with subscribing Participants outlining the services to be

provided to the citizens of Participant. The initial term of the Master Agreement is three (3) years with a maximum of three (3) one (1) year renewals for a total, maximum term of six (6) years. NCTCOG shall act as a facilitator only with regard to the program, it being understood that the direct contractual relationship between USP and the Participant shall control the nature and extent of services to be provided. NCTCOG shall have no direct contractual relationship with Participant regarding this service other than to facilitate the program.

Participants will be entitled to receive a portion of the revenues received by USP from citizens within their jurisdiction as more fully described in the Master Contract and the Letters of Engagement. No payments will be made by NCTCOG to the Participant or from the Participant to NCTCOG.

ARTICLE 5: ELECTION TO PARTICIPATE/TERMINATION.

By electing to execute this Agreement Participant acknowledges that it is subscribing to this service with USP for the term and upon the conditions set out in the Letter of Agreement and the adjoining Master Contract. NCTCOG and Participant may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other.

ARTICLE 6: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**Denotes required fields*

NOTE: Facsimile copies of this document will not be acceptable as ORIGINALS.

*

Name of Participant (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

***By:**

Signature of Authorized Official

*

Typed Name of Authorized Official

*

Typed Title of Authorized Official Date

North Central Texas Council of Governments

616 Six Flags Drive, Arlington, Texas 76011

***By:**

Signature of Authorized Official

***Michael Eastland**

Typed Name of Authorized Official

*** Executive Director 2/16/2012**

Typed Title of Authorized Official Date



For Immediate Release

November 10, 2010

Contact:

Utility Service Partners
Brad Carmichael
724-749-1003
bcarmichael@utilitysp.net

National League of Cities
Gregory Minchak
202-626-3003
Minchak@nlc.org

**National League of Cities Teams with Utility Service Partners
Will Offer Utility Service Line Warranties to City Residents Across the Nation**

Canonsburg, PA - Utility Service Partners, Inc. ("USP") and the National League of Cities ("NLC") announce the creation of the NLC Service Line Warranty Program to assist cities in providing their residents with protection against the high cost of broken or leaking utility lines.

The NLC Service Line Warranty Program will provide affordable utility service line warranties to homeowners covering expensive repairs to external water and sewer lines on homeowners' property. The program offers 24 hour/7 day a week utility service line protection.

"We believe that the NLC Service Line Warranty Program provides a unique service to cities and their residents, combining an efficient solution for homeowners while providing a source of additional income for cities. USP has a strong, proven track record of customer satisfaction and we are delighted to be working with them," added Donald J. Borut, Executive Director of the National League of Cities.

The NLC program, which will be offered to cities in the 48 contiguous states, will be rolled out over an 18-month period in six-month intervals.

"We are delighted to be working with the National League of Cities, which builds on the track record USP has developed of successfully managing warranty programs for cities and utilities. We look forward to partnering with cities across the United States" said Phil Riley, the President and CEO of USP.

Cities interested in participating in the NLC Service Line Warranty Program should contact Brad Carmichael, Vice President of Business Development at Utility Service Partners, partnerships@utilitysp.net or (866) 974-4801. Further information is available at www.utilitysp.net/nlc and www.nlc.org/enterpriseprograms.

About Utility Service Partners

Headquartered in Canonsburg, Pennsylvania, Utility Service Partners, Inc. is a leading independent provider of service line warranties and water heater rentals in the United States. USP is a portfolio company of Macquarie Capital, part of Macquarie Group Limited, one of the world's largest owners and managers of infrastructure assets and a manager of over \$36 billion in infrastructure equity around the world.

About the National League of Cities

The National League of Cities is the nation's oldest and largest organization devoted to strengthening and promoting cities as centers of opportunity, leadership and governance. NLC is a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans.

###



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Robert Patrick, General Services Director

SUBJECT: Marketing Agreement with Utility Service Partners Private Label,
Inc. d/b/a Service Line Warranties of America.

Purpose:

To request Council approval of a marketing agreement that will allow Utility Service partners to provide utility service line warranties to Midland residents.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

The marketing agreement calls for a 35 cent per household upfront brand license fee estimated to be \$15,648 in revenues each year for three years, along with revenue of 12% license fee from USP warranty subscriptions, estimated to be approximately \$56,000(based on \$10% penetration rate of 37,500 customers) the first year in general fund revenues.

Discussion:

Please consider approval of a marketing agreement which would allow Utility Service partners to use the City of Midland's name and logo on letterhead and marketing materials related to utility service line warranties. Current monthly fees to customers for the warranties are \$4.50 per water line, and \$5.95 per sewer line.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
MARKETING AGREEMENT WITH UTILITY SERVICE
PARTNERS PRIVATE LABEL, INCORPORATED, DBA
SERVICE LINE WARRANTIES OF AMERICA,
ALLOWING THE OFFER OF UTILITY SERVICE LINE
WARRANTIES TO MIDLAND RESIDENTS**

WHEREAS, the City of Midland and Utility Service Partners Private Label, Inc., dba Service Line Warranties of America desire to enter into a marketing agreement that would allow Utility Service Partners Private Label, Inc., dba Service Line Warranties of America to offer service line warranties to Midland residents; and

WHEREAS, the Midland City Council finds that the agreement serves a beneficial public purpose;

**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, on behalf of the City of Midland, a marketing agreement with Utility Service Partners Private Label, Inc., dba Service Line Warranties of America that would allow Utility Service Partners Private Label, Inc., dba Service Line Warranties of America to offer service line warranties to Midland residents, 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

February 16, 2012

The Honorable Wes Perry
Mayor
City of Midland
300 North Loraine
Midland, TX 79701

**RE: Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America ("SLWA")**

Dear Mayor Perry:

We have discussed entering into a marketing agreement between the City of Midland (the "City") and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA's understanding that, in consideration of the License Fee (as defined and attached hereto as "Exhibit A") to be paid by SLWA to City, City has agreed to cooperate with SLWA in marketing SLWA's services to City's residents and homeowners (the "Residents") as described below:

1. City hereby grants to SLWA a non-exclusive license to use City's name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which time, except for SLWA'S obligation to permit City to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.
3. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact Brian Davis via email at BDavis@utilitysp.net or by phone at (214) 476-3430.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: Tru Dee Bamberg

Print Name: Tru Dee Bamberg

Title: Vice President

By: Brad H. Carmichael

Print Name: Brad H. Carmichael

Title: Vice President

Acknowledged and Agreed:

City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

City of Midland, TX:

By: _____ Date: _____

Print Name: _____

Title: _____

Exhibit A

SLWA will be liable to pay City, within thirty (30) days of the end of each calendar year, twelve percent (12%) of the revenue from USP warranty subscriptions collected from Residents during such calendar year (the "License Fee"), together with a statement certifying collections of such USP revenue, so long as this Contract remains in effect. City will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to sales and rentals to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.

In addition, to the annual 12% License Fee, SLWA will pay City an upfront Brand License Fee in the amount of FIFTEEN THOUSAND SIX HUNDRED FORTY-EIGHT NO/100 DOLLARS (**\$15,648.00**), paid over the course of a three (3) year period within the parameters of the structure set forth below:

Amount of \$15,648 derived from 44,708 Total Occupied Households x \$0.35/per Household

- Year 1 - 33% of total
- Year 2 - 33% of total (contingent upon contract renewal)
- Year 3 - 33% of total (contingent upon contract renewal)

City of Midland, TX

- Year 1 - \$5,216— Payable upon approval of materials for 2012 Spring and Fall campaigns
- Year 2 - \$5,216 — Payable upon approval of materials for 2013 Spring and Fall campaigns
- Year 3 - \$5,216 — payable upon approval of materials for 2014 Spring and fall campaigns



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: Tommy T. Hudson, Deputy City Manager

SUBJECT: Atmos Energy Corporation

Purpose:

Consider a Resolution to suspend the effective date of an Atmos West Texas proposed rate increase.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Atmos is asking for an approximately \$11.6 million or 14.8% increase to system wide base rate.

Discussion:

The City, along with approximately 66 other cities served by Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company"), is a member of the Steering Committee of Cities Served by Atmos West Texas ("Cities"). On or about February 7, 2012, Atmos West Texas filed with the City a Statement of Intent to increase rates within the City.

In 2003, the Texas Legislature passed legislation referred to as the Gas Reliability Infrastructure Program ("GRIP") which authorized annual piecemeal rate reviews that Texas courts have concluded significantly restrict city jurisdiction, participation, and input. Atmos West Texas took advantage of this piecemeal process for several years, but as part of the settlement of the 2006 GRIP filing, Cities and Atmos West Texas agreed to a substitute for GRIP.

That substitute process was called a Rate Review Mechanism ("RRM") and was intended as an expedited but comprehensive rate review that included a number of fixed values and constraints. The RRM was intended as a three-year experiment, but was extended for a fourth year. Last year, Cities focused on the rate disparity between Amarillo, Lubbock and other West Texas cities, and the Company has responded with a system-wide rate case that should ultimately put all West Texas cities on the same rates.

Atmos West Texas filed a Statement of Intent on February 7, 2012, seeking to increase system-wide base rates (which exclude the cost of gas) by approximately \$11.6 million or 14.8%. However, the Company is requesting an increase of 18.17%, excluding gas costs, for its residential customers.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. Atmos West Texas has proposed an effective date of March 13, 2012. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Atmos West Texas' rate request is deemed administratively approved.

The purpose of the resolution is to extend the effective date of Atmos West Texas' proposed rate increase to give the City time to review the rate-filing package. The resolution suspends the March 13, 2012 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the other Steering Committee cities, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates.

Section 1.

The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective so long as the City has a legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as the "maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend its effective date and, therefore, extend the deadline for final city action to increase the time that the City retains jurisdiction (for example, if necessary to reach settlement on the case). If the suspension period is not otherwise extended by the Company, the City must take final action on Atmos West Texas' request to raise rates by June 11, 2012.

Section 2.

This provision recognizes the City's membership in the Steering Committee of Cities Served by Atmos West Texas and authorizes the City to participate with other similarly situated cities served by Atmos West Texas in order to more efficiently represent the interests of the City and its citizens.

Section 3.

By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will present their invoices to the City of Midland which will then seek reimbursement from Atmos West Texas. The City will not incur liability for payment of rate case expenses by adopting a suspension resolution.

Section 4.

This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 5.

This section provides that both Atmos West Texas' designated representative and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

The City Staff recommends adoption of the resolution suspending the effective date of Atmos West Texas' proposed rate increase.

RESOLUTION NO.

**RESOLUTION OF THE CITY OF MIDLAND, TEXAS,
SUSPENDING THE MARCH 13, 2012, EFFECTIVE DATE OF
ATMOS ENERGY CORP., WEST TEXAS DIVISION
("ATMOS WEST TEXAS") REQUESTED RATE CHANGE TO
PERMIT THE CITY TIME TO STUDY THE REQUEST AND
TO ESTABLISH REASONABLE RATES; APPROVING
COOPERATION WITH THE STEERING COMMITTEE OF
CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") TO
HIRE LEGAL AND CONSULTING SERVICES AND TO
NEGOTIATE WITH THE COMPANY AND DIRECT ANY
NECESSARY LITIGATION AND APPEALS; REQUIRING
REIMBURSEMENT OF CITIES' RATE CASE EXPENSES;
FINDING THAT THE MEETING AT WHICH THIS
RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS
REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND CITIES' LEGAL
COUNSEL**

WHEREAS, on or about February 7, 2012, Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102 filed with the City of Midland ("City") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its West Texas Division service area, effective March 13, 2012; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §104.001 et seq. of GURA has exclusive original jurisdiction over Atmos West Texas' rates, operations, and services within the City; and

WHEREAS, in order to maximize the efficient use of resources and expertise, it is reasonable for the City to maintain its involvement in the Steering Committee of Cities Served by Atmos West Texas ("Cities") and to cooperate with similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, Atmos West Texas proposed March 13, 2012, as the effective date for its requested increase in rates; and

WHEREAS, it is not possible for the City to complete its review of Atmos West Texas' filing by March 13, 2012; and

WHEREAS, the City will need an adequate amount of time to review and evaluate Atmos West Texas' rate application to enable the City to adopt a final decision as a local regulatory

authority with regard to Atmos West Texas' requested rate increase; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION ONE. That the March 13, 2012, effective date of the rate request submitted by Atmos West Texas on February 7, 2012, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION TWO. That the City is authorized to cooperate with the Steering Committee of Cities Served by Atmos West Texas and its member cities in the West Texas service area and under the direction of the Steering Committee's Executive Committee to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

SECTION THREE. That the City's reasonable rate case expenses shall be reimbursed by Atmos West Texas.

SECTION FOUR. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION FIVE. That a copy of this Resolution shall be sent by the City Secretary to Atmos, care of Mr. Jeffrey Foley, Vice President, Rates and Regulatory Affairs, 5110 80th Street, P.O. Box 1121, Lubbock, Texas 79408-1121, and to Geoffrey Gay, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Price Robinson, Chief of Police

SUBJECT: FY2013 Edward Byrne Memorial Justice Assistance Grant Program

Purpose:

To submit a grant application for the FY2013 Edward Byrne Memorial Justice Assistance Grant Program through the Office of the Governor of Texas Criminal Justice Division

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

The Midland Police Department will receive \$75,000 to purchase a Firearms Training Technology system.

Discussion:

Use of force situations that our officers potentially face on any given day, are one of the greatest liability issues that challenge a police department. The funds from this grant, if awarded, will be used to purchase a state-of-the-art use of force simulator and interactive classroom equipment. This technology simulates real life use of force scenarios that officers possibly face in their daily duties, as well as high risk/low frequency events such as deadly force or active shooter circumstances, thereby refining their decision making process for a given situation in accordance with federal, state, and department policies. The documentation capabilities of this system also produce training records detailing the extent and efficiency of the officers' training, providing effective court corroboration should it be needed.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR OF TEXAS CRIMINAL JUSTICE DIVISION FOR FISCAL YEAR 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; SAID FUNDS FROM THIS GRANT WILL BE USED TO PURCHASE A USE OF FORCE SIMULATOR AND INTERACTIVE CLASSROOM EQUIPMENT WHICH WILL SIMULATE REAL LIFE USE OF FORCE SCENARIOS THAT OFFICERS COULD POSSIBLY FACE, SUCH AS DEADLY FORCE OR ACTIVE SHOOTER CIRCUMSTANCES, THEREBY REFINING THE DECISION MAKING PROCESS IN ACCORDANCE WITH FEDERAL, STATE, AND DEPARTMENT POLICIES

WHEREAS, the Office of the Governor of Texas Criminal Justice Division has announced the availability of funds through the FY2013 Edward Byrne Memorial Justice Assistance Grant Program; and

WHEREAS, the Midland Police Department wishes to submit an application for funding to purchase a Firearms Training Technology System; and

WHEREAS, the City of Midland is committed to providing all applicable matching funds if needed although matching funds are not required; and

WHEREAS, the City Council finds it to be in the public interest to authorize the submission of an application for said funds and to designate the City Manager as the City of Midland's authorized signatory; and

WHEREAS, the City of Midland will not use the existence of an Office of the Governor of Texas Criminal Justice Division grant award to offset or decrease total salaries, expenses and allowances that the applicant receives from the governing body at or after the time the grant is awarded; and

WHEREAS, in the event of loss or misuse of Office of the Governor of Texas Criminal Justice Division funds, the City of Midland assures that the funds will be returned to the Office of the Governor of Texas Criminal Justice Division in full;

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

SECTION ONE. That the City of Midland is hereby authorized to submit an application to the Office of the Governor of Texas Criminal Justice Division.

SECTION TWO. That the City of Midland is committed to providing all applicable matching funds if needed although matching funds are not required.

SECTION THREE. That the City of Midland will not use the existence of an Office of the Governor of Texas Criminal Justice Division grant award to offset or decrease total salaries, expenses and allowances that the applicant receives from the governing body at or after the time the grant is awarded.

SECTION FOUR. That in the event of loss or misuse of Office of the Governor of Texas Criminal Justice Division funds, the City of Midland assures that the funds will be returned to the Office of the Governor of Texas Criminal Justice Division in full.

SECTION FIVE. That the City Manager is designated as the City of Midland's authorized signatory and is hereby authorized to apply, accept, reject, alter or terminate the grant on behalf of the City of Midland.

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

Robert McNaughton, Director of Finance

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE GREATER MIDLAND FOOTBALL LEAGUE

Purpose:

Annual agreement authorizing the Greater Midland Football League to program City of Midland facilities for football activities for youth ages eight (8) to twelve (12) years old.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Greater Midland Football League agrees to provide youth football programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

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

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with the Greater Midland Football League to be the sponsoring organization responsible for administering all Greater Midland Football League programs, special events and services related to football;

**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 sports agreement with the Greater Midland Football League. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE MIDLAND JUNIOR BASEBALL ASSOCIATION

Purpose:

Annual agreement authorizing the Midland Junior Baseball Association to program City of Midland facilities for baseball activities for young men ages nineteen (19) and younger.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Midland Junior Baseball Association agrees to provide youth baseball programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

**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**

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with Midland Junior Baseball Association, Inc., to be the sponsoring organization responsible for administering Midland Junior Baseball Association Inc.'s programs, special events and services related to baseball for men ages nineteen (19) and younger;

**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 sports agreement with Midland Junior Baseball Association, Inc. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE CITY OF MIDLAND AQUATICS, INC.

Purpose:

Annual agreement authorizing the City of Midland Aquatics, Inc. to program City of Midland facilities, primarily Doug Russell Pool, for swim team activities for youth.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Maintenance of the Doug Russell Pool facility is carried in the current operating budget of the Martin Luther King Jr. Community Center Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, City of Midland Aquatics agrees to provide youth swim team programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the swimming facility.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

**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; THE TERM OF THE AGREEMENT IS
FROM FEBRUARY 29, 2012 THROUGH DECEMBER 31,
2012; AND THE CONTRACT COVERS THE DOUG
RUSSELL POOL**

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with City of Midland Aquatics, Inc., (“COM Aquatics”) to be the sponsoring organization responsible for administering all COM Aquatics programs, special events and services related to swimming;

**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 sports agreement with COM Aquatics. Said agreement shall be 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., 2012, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE MIDLAND SOCCER ASSOCIATION

Purpose:

Annual agreement authorizing the Midland Soccer Association to program City of Midland facilities for soccer activities for youth ages Nineteen (19) and younger.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Midland Soccer Association agrees to provide youth soccer programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

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

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with Midland Soccer Association, Inc., to be the sponsoring organization responsible for administering its programs, special events and services related to soccer;

**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 sports agreement with Midland Soccer Association, Inc. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE MIDLAND ADULT SOCCER LEAGUE

Purpose:

Annual agreement authorizing the Midland Adult Soccer League to program City of Midland facilities for soccer activities for adults ages Nineteen (19) and older.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Midland Adult Soccer League agrees to provide adult soccer programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

**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**

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with the Midland Adult Soccer League to be responsible for administering the Midland Adult Soccer League's programs, special events and services related to soccer for adults ages nineteen (19) and older;

**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 sports agreement with the Midland Adult Soccer League. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

**SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE MIDLAND
SOFTBALL ASSOCIATION**

Purpose:

Annual agreement authorizing the Midland Softball Association to program City of Midland facilities for softball activities for adults ages fifteen (15) and older.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Midland Softball Association agrees to provide softball programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

**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**

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with Midland Softball Association, Inc., to be the sponsoring organization responsible for administering Midland Softball Association, Inc.'s programs, special events and services related to softball for adults ages fifteen (15) and older;

**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 sports agreement with Midland Softball Association, Inc. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION

Purpose:

Annual agreement authorizing the Midland United Girls Softball Association to program City of Midland facilities for softball activities for young women ages Eighteen (18) and younger.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Midland United Girls Softball Association agrees to provide youth softball programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

**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**

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with Midland United Girls Softball Association, Inc., to be the sponsoring organization responsible for administering Midland United Girls Softball Association, Inc.'s programs, special events and services related to softball for girls;

**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 sports agreement with Midland United Girls Softball Association, Inc. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE TEXAS CRICKET CLUB

Purpose:

Annual agreement authorizing the Texas Cricket Club to program City of Midland facilities for cricket activities for all citizens.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the Texas Cricket Club agrees to provide cricket programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal play and tournament. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

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

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with the Texas Cricket Club, to be the sponsoring organization responsible for administering all Texas Cricket Club programs, special events and services related to cricket;

**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 sports agreement with the Texas Cricket Club. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: TINA JAUZ, COMMUNITY SERVICES DIRECTOR

SUBJECT: ANNUAL SPORTS AGREEMENT WITH THE WEST TEXAS BMX

Purpose:

Annual agreement authorizing West Texas BMX to program City of Midland facilities for BMX activities for all citizens.

Recommended City Council Action:

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Maintenance of athletic facilities, including the West Texas BMX Track, is carried in current operating budget of the Parks and Recreation Division. The City, if funds are available, is expected to match all sport association's funds for capital improvement projects, through the contract.

Discussion:

Through this annual sports agreement, the West Texas BMX agrees to provide BMX programs to the citizens of Midland. The association handles advertisement, sign-ups and scheduling of seasonal competition and tournaments. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

This sports agreement will again require \$1 million liability insurance naming the City of Midland as an additional insured.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
SPORTS AGREEMENT WITH WEST TEXAS BMX TO
ADMINISTER PROGRAMS, SPECIAL EVENTS AND
SERVICES RELATED TO BMX RACING AND RIDING**

WHEREAS, the City Council finds it to be in the best interest of the public to enter into an agreement with West Texas BMX, to be the sponsoring organization responsible for administering all BMX racing and riding activities;

**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 sports agreement with West Texas BMX. Said agreement shall be 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Stuart T. Purvis, Director of Utilities

SUBJECT: Approve the Execution of a Task Order Contract with HDR Engineering, Inc.

Purpose:

Consider a resolution approving the execution of a Task Order Contract with HDR Engineering, Inc.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Award amount is \$35,150. Funds are available in the Fiscal Year 2011 – 2012 Water and Sewer Fund (300) Utilities (300) Utilities Administration (0300) Consulting Fees (3450) budget account.

Discussion:

This Task Order Contract is to cover costs to HDR Engineering, Inc. (HDR) for services necessary for the renewal of the permit of the Water Pollution Control Plant, Plant Farm and Spraberry Farm with TCEQ. Our current permit expires on December 1, 2012. Permit application must be made prior to July 1, 2012.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT TASK ORDER WITH HDR ENGINEERING, INCORPORATED, FOR PROFESSIONAL SERVICES REGARDING THE CITY'S PERMIT ISSUED FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR OPERATIONS AT THE WATER POLLUTION CONTROL PLANT, PLANT FARM AND SPRABERRY FARM, AT AN ESTIMATED TOTAL COST OF \$35,150.00

WHEREAS, the City Manager advertised a Request for Qualifications for professional services regarding the City's TCEQ permit for operations at the City's Water Pollution Control Plant, Plant farm and Spraberry Farm ("Professional Services"); and

WHEREAS, HDR Engineering, Inc., has agreed to perform said Professional Services for an estimated \$35,150.00; and

WHEREAS, the Council finds that HDR Engineering, Inc., is qualified to perform said Professional Services; and

WHEREAS, the Council finds that the professional fees proposed by HDR Engineering, Inc., 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 Council finds that HDR Engineering, Inc., provides professional services for a fair and reasonable price; and

WHEREAS, the Council finds it to be in the public interest to execute a professional services agreement task order with HDR Engineering, Inc., as the most highly qualified provider for such 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 Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional

services agreement task order with HDR Engineering, Inc., for said Professional Services, said agreement being attached hereto as Exhibit “1” and incorporated herein for all legal purposes.

SECTION TWO. That the City Treasurer is hereby authorized and directed to make payments to HDR Engineering, Inc., for professional services pursuant to the terms of said Agreement in an amount not to exceed \$35,150.00 from funds available in the Fiscal Year 2011-2012 Water and Sewer Fund (300) Utilities Administration (0300) Consulting Fees (3450) budget account upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROFESSIONAL SERVICES AGREEMENT TASK ORDER FOR
PERFORMANCE OF ENGINEERING SERVICES

THIS AGREEMENT is made and effective the 29th day of February, 2012, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "City," and HDR ENGINEERING, INCORPORATED, hereinafter referred to as "Company."

ARTICLE I.
PURPOSE

The purpose of this Agreement is to state the terms and conditions under which Company shall perform Professional Engineering Services as enumerated on the Scope of Work attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

ARTICLE II.
SERVICES TO BE PERFORMED

1. Company shall provide those services described in the Scope of Services attached hereto as Exhibit "A" 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 \$35,150.00 for the professional services described in Exhibit "A." City agrees to pay Company for Labor, Incidental Direct Costs and Subcontractor Costs as set forth in Exhibit "A" upon presentation of a monthly invoice. The invoice shall set out Labor fees for the month and those Incidental Direct Costs and Subcontractor Costs described in Exhibit "A" incurred during the previous month. 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. 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 29, 2012, until February 28, 2014, unless the project is completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION

Either party may terminate this Agreement at will, for no or any reason, upon giving the other party One Hundred Eighty (180) 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.

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 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:

Commercial General Liability (including Contractual liability):

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

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Worker's Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

The Workers' Compensation coverage provided by 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 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.

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 a claims occurred basis, 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 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).

**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: HDR Engineering, Inc.
Attn: Albert Rodriguez, P.E.
1020 NE Loop 410, Ste. 400
San Antonio, Texas, 78209-1223

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: _____
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Company :
HDR ENGINEERING, INC.

By: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of
_____, A.D., 2012

Notary Public, State of Texas

Printed Name

My Commission Expires: _____

November 14, 2011

Mr. Stuart Purvis
Director of Utilities
City of Midland
300 N. Loraine
P.O. Box 1152
Midland, Texas 79701

Reference: City of Midland WWTP Permit Renewal Application Proposal

Dear Mr. Purvis:

We are pleased to present to you the following proposal for professional services regarding the WWTP permit renewal application. The attached Exhibit A describes our understanding of the project, our proposed scope, and our proposed schedule.

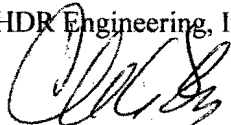
We propose to provide the services outlined in Exhibit A on a lump sum basis with a fee of \$35,150.00. Attached please find the proposal and a copy of HDR's standard terms and conditions. If this proposal is acceptable, please sign in the block provided below and return one signed copy to our office for our records. Receipt by our office of a signed proposal will constitute our NOTICE TO PROCEED.

We thank you for the opportunity to be of service and look forward to working with you on this project.

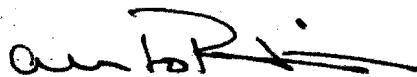
If you have any questions or comments, please call at your convenience.

Sincerely,

HDR Engineering, Inc.



Carmen B. Abad-Fitts, P.E.
Vice President



Albert Rodriguez, P.E.
Associate Vice President

AR/II

Enclosure

Accepted with Notice to Proceed:

By: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

BASIC SERVICES

HDR Engineering, Inc. (ENGINEER) shall perform the following:

1. Review existing wastewater treatment permit issued by the Texas Commission on Environmental Quality (TCEQ), testing and monitoring data, Acradis groundwater data, farm management plan, and the materials available from the associated application for the permit from the City of Midland (OWNER).
2. Prepare an application for renewal of the permit consisting of the following required TCEQ Renewal Application components:
 - a. Core Data Form
 - b. Administrative Report 1.0
 - c. Technical Report 1.0
 - d. Worksheet 3.0 – Land Disposal of Effluent
 - e. Worksheet 6.0 – Industrial Waste Contribution
 - f. Sewage Sludge Technical Report 1.0 General Information
 - g. Sewage Sludge Technical Report 4.0 Sewage Sludge Surface Disposal
 - h. Application for Permit for Beneficial Land Use of Sewage Sludge Administrative Report
 - i. Application for Permit for Beneficial Land Use of Sewage Sludge Technical Report
3. Prepare the following attachments to the application:
 - a. USGS Map
 - b. Affected Landowner Map
 - c. Buffer Zone Map
 - d. Flow Diagram
 - e. Site Drawing
 - f. Design Calculations
 - g. Design Features
 - h. Soil Map
 - i. Water Well Map
 - j. FEMA Floodplain Map
 - k. Soil Sample Location Map
 - l. General Highway County Map
4. Obtain land owner information from the Midland Central Appraisal District or OWNER.
5. Obtain water well information from the TWDB.

Deliver to Owner or Owner's Representative one original, one electronic and five copies of the application materials for Owner to submit to the TCEQ.

ENGINEER shall complete the above services by within 60 calendar days from receipt of authorization to proceed and the information as required below. The permit renewal application must be submitted to TCEQ by June 4, 2012, (180 days before December 1, 2012 which is the expiration date of the current permit). OWNER will provide responses to requests for information from ENGINEER within two weeks.

OWNER shall provide the following information and services to enable ENGINEER to complete his scope of services:

1. One copy of the existing permit
2. One copy of the application for the existing permit
3. Test reports for all testing required to complete the permit application
4. Maps of the property showing property boundaries, adjacent landowners, treatment facilities, effluent storage sites, irrigation sites and crop sites (may be found in existing permit application)
5. Monitoring reports for the last 12 months
6. All groundwater monitoring data
7. Farm management plan
8. Soil sample test data
9. Sludge sample test data
10. Signatures required on the completed application and copies
11. Pay all application fees, testing fees and other fees assessed by the State or other entities associated with the permit renewal

It is understood that the data provided by the OWNER will contain all data necessary to prepare the required TCEQ Renewal Application components including:

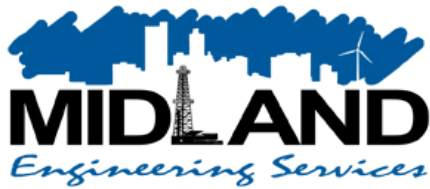
1. Effluent Land Application Rates
2. Effluent storage pond volume and dimensions
3. Detailed engineering reports/plans including design calculations, site controls, groundwater protection, odor/dust/bioaerosol management, ultimate use of finished product
4. Pathogen reduction alternatives
5. Vector attraction alternatives
6. Volume and frequency of sludge disposal
7. Calculations that show 25-year, 24 hour rainfall is prevented from leaving surface disposal unit
8. Copy of closure plan and post-closure maintenance plan
9. Groundwater monitoring data
10. Agricultural plan that includes:
 - a. Crops grown
 - b. Tillage practices
 - c. Previous sludge application amounts and rates
 - d. Equipment used
11. Agronomic Rate Calculations
 - a. Nutrients and Metals in sludge
 - b. Plan Available Nitrogen
 - c. Maximum Sludge Application Rate based on crop nitrogen needs

- d. Maximum Sludge Application Rate based on metals
- e. Cumulative Loading Rate
- f. Fertilizer Recommendation

ADDITIONAL SERVICES

The following services will be provided by ENGINEER at OWNER's request and are not part of the basic services of this agreement.

- 1. Communication with the TCEQ regarding the permit application and renewal.
- 2. Travel to Austin to meet with the TCEQ regarding the permit application and renewal.
- 3. Detailed process analysis and design to modify or upgrade the plant.
- 4. Design modifications to irrigation equipment, storage areas or irrigation areas.
- 5. Testing or certification of any kind required by the permit or required for the permit application.
- 6. Topographic surveys, stream surveys or other field surveys.
- 7. Public meeting attendance.
- 8. Any other service not included specifically in Basic Services.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: David D. Beard, P.E. – City Engineer

SUBJECT: Consider a motion on a request by West Company of Midland for Montgomery Addition (Section 4), to approve items requested for deferral in the amount of \$42,550, and to waive the associated public improvement guarantee. This subdivision is positioned in the City Limits, generally located on the west side of Fairgrounds Ave. approximately 1,100 feet north of Business I-20. (District #2 - Hailey)

Purpose:

To recommend approval for deferral of the following items:

Wastewater Collection Improvements	\$18,170.00
Sidewalk Improvements	\$24,380.00

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Total value of deferral (recommended items)	\$42,550.00
---	--------------------

Staff will be working with council, in the near future, to develop a policy to trigger when the deferred improvements will be required to be constructed.

Discussion:

The Montgomery Addition (Section 4) is located on the west side of Fairgrounds Rd. approximately 1100' north of Business I-20.

West Engineering is proposing to plat the property and defer the construction of wastewater collection improvements along the Fairgrounds Rd. frontage and sidewalks along the Walnut Ln., Garden Ln., and Fairground Rd. frontage. Below is a summary of the deferral request along with a discussion of public improvements related to the development of land associated with this plat:

Deferral Request

1. Wastewater Collection: The applicant is requesting deferral of wastewater collection improvements along Fairgrounds Rd.
 - The nearest gravity connection to the collection system is in Cuthbert or at the Fairgrounds & BI-20 intersection. Both location will require a liftstation to deliver the wastewater to the collection system;
 - Owner agrees to pay his share of the cost to provide wastewater service to his property through a Public Improvement District or other method at the time wastewater main improvements are constructed.
2. Sidewalk: The applicant is requesting deferral of sidewalks. Sidewalk construction is typically accomplished during the building permit phase (builder constructs the sidewalk). Sidewalks will be addressed when a building permit application is submitted.

Staff supports this deferral request.

Public Improvements

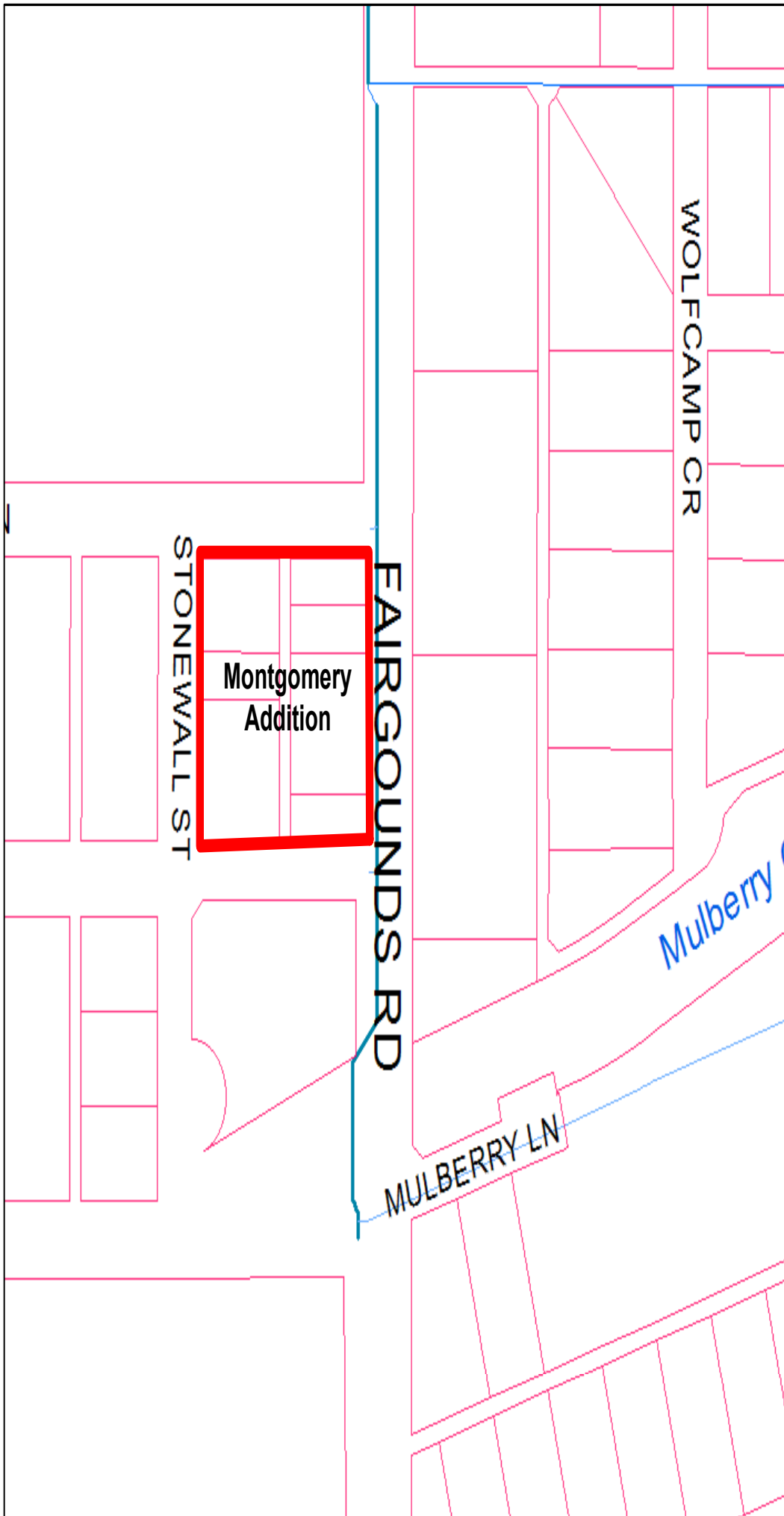
1. Water Distribution: City of Midland water service is available and accessible.
2. Paving: Fairgrounds Rd is currently paved to the City of Midland Arterial standard. The owner of the property intends to construct Garden Ln. and Walnut Ln. to City standards.
3. Drainage: A Drainage Study for this site will be required prior to issuing a building permit.

Attached is a location map, along with a deferral justification, and cost estimate from West Company of Midland.

ENGINEERING SERVICES DEPARTMENT

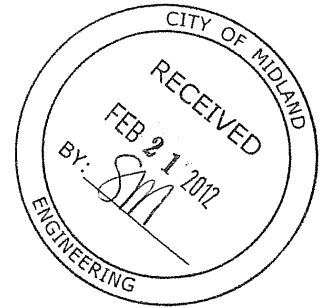
Montgomery Addition

Request for Deferral





110 W. Louisiana Ave. Suite. 110 MIDLAND, TEXAS 79701-3414
OFFICE (432) 687-0865 FAX (432) 687-0868
www.team-west.com



February 16, 2012

David Beard
City Engineer (Midland Texas)
300 N. Loraine
P.O. Box 1152
Midland, Texas 79702

Attn: Department of Development Services-City Engineer

Re: Montgomery Addition, Section 4
Deferral of Item 2, Sewer

Dear Mr. Beard,

Ed Grube with JG Concrete is attempting to plat their property from multiple lots into one single lot in order to use the Land as there place of business. Please refer to the attached Preliminary Plan for visual.

Sewer

West Company of Midland, Inc., on behalf of Ed Grube (Property Owner), is here by requesting that the City Council defer the required public improvements of the installation of offsite sewer main lines along Fairgrounds roadway.

The closest C.O.M. sewer connection is south of the Mulberry Channel (See exhibit), which is approximately 657 feet south of our Northern Property Line. This tie in point is not attainable for Gravity Flow per City of Midland Utility Design Standards. We are requesting a full deferral on this item until such time the City provides sewer to the property and or another line becomes attainable through other means. The client would then be happy to tie his building into that sewer system. Until then, the client is requesting to install a commercialized onsite wastewater treatment system.

The next closest sewer available is running west to east along Cuthbert butting grade to the project site. A lift station will be required to convey wastewater to the north tie in at the intersection of Cuthbert and Fairgrounds. The estimate below is for that situation.

Ed Grude (Owner) is willing to sign a Public Improvement District that is assumed that the City will write up and have agreed upon with owner. The Agreement will be filed at the Courthouse so the document will travel with the future property's owners.

Sewer Deferral

Montgomery Residential		
Description	Unit Cost (yard ²)	Total Cost
320 LF 8" SDR 18 Sewer Line	\$35.00 LF	\$11,200
2 EA 4" Service Lines	\$550	\$1,100
1 EA Sewer Manhole	\$3500 EA	\$3,500
Additional 15% Contingency		\$2,370
TOTAL		\$18,170

Sidewalk

Sidewalk Deferral

Montgomery Residential		
Description	Unit Cost (yard ²)	Total Cost
320 LF 5' Sidewalk	\$5.00 SF	\$8,000
660 LF 4' Sidewalk	\$5.00 SF	\$13,200
Additional 15% Contingency		\$3,180
TOTAL		\$24,380

Water

We are requiring no deferral. We are installing water per the attached exhibit.

Paving

We are requiring no deferral. We are installing paving per the attached exhibit.

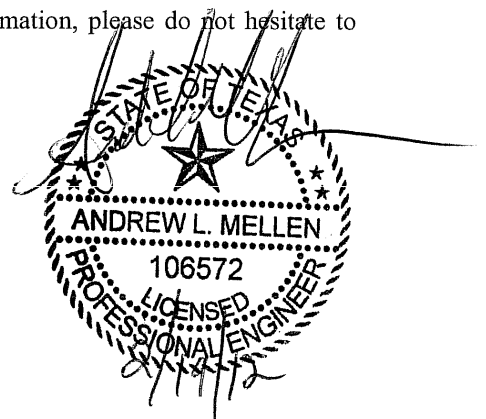
Drainage

There will be onsite pre vs. post detention calculated per City of Midland Standards at time of construction and presented to the City in a Report format.

Should you have any questions regarding this deferral or need further information, please do not hesitate to contact me at (432) 687-0865 or by email at andrew@team-west.com

Respectfully,
Andrew L. Mellen, P.E.
West Company of Midland, Inc.

Enclosures:
Onsite Utility Exhibit



UTILITY

RON BOOTH
BLOCK 88, EAST MIDLAND ADDITION
VOLUME 1897, PAGE 72
O.P.R.M.C.T.

GARDEN LANE
(80 R.O.W.)

RICHARD C SMITH, JR.
LOTS 1-6, BLOCK "B"
MONTGOMERY ADDITION
VOLUME 1107, PAGE 649
D.R.M.C.T.

WALNUT LANE
(60 R.O.W.)

STONEWALL STREET
(60 R.O.W.)

LOT 1A,
BLOCK "A"

1.25 Acres
54,400.0 ft²

LOT 1B,
BLOCK "A"

1.03 Acres
44,800.0 ft²

NELSON GROUP ENTERPRISES
LOT 1A, BLOCK "H"
MONTGOMERY ADDITION
VOLUME 1897, PAGE 72
O.P.R.M.C.T.

MULBERRY CHANNEL
RIGHT OF WAY DEDICATION
CABINET "G", PAGE 179
P.R.M.C.T.

City of Midland
CITY ATTORNEY'S OFFICE
Office Memorandum

DATE: February 24, 2012

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, First Assistant City Attorney

SUBJECT: Agreement between the Midland Development Corporation (MDC) and the Downtown Midland Management District (DMMD)

At the February 24 meeting of the MDC, the Board of Directors authorized the execution of an agreement with DMMD.

Under the agreement, the MDC will provide DMMD \$50,000 for the establishment and administration of the Live Downtown Midland Event Grant Program. DMMD has agreed to administer the grant program and to publicize and promote the City and the downtown area through the program.

The proposed resolution approves the agreement between the MDC and DMMD. If you have any questions, please do not hesitate to contact me or City Attorney Keith Stretcher.

JO/lo

RESOLUTION NO.

RESOLUTION APPROVING A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE DOWNTOWN MIDLAND MANAGEMENT DISTRICT TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

WHEREAS, on February 24, 2012, the Midland Development Corporation authorized the execution of a promotional agreement with the Downtown Midland Management District (“DMMD”) regarding the Live Downtown Midland Event Grant Program (the “Program”); and

WHEREAS, the City Council finds that the Program would greatly enhance and promote economic development within the City; and

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

WHEREAS, the City Council finds that the expenditure of promotional funds for the Program will advertise or publicize the City for the purpose of developing new and expanded business enterprises; and

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

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

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

SECTION TWO. That the promotional agreement between the Midland Development Corporation and the Downtown Midland Management District, 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., 2012, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROMOTIONAL AGREEMENT

THIS AGREEMENT is entered into by and between the MIDLAND DEVELOPMENT CORPORATION (“MDC”), an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and the DOWNTOWN MIDLAND MANAGEMENT DISTRICT (“DMMD”), a special district created under Article XVI, Section 59 of the Texas Constitution.

I. Recitals

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

WHEREAS, the MDC Board of Directors finds that the expenditure of promotional funds for the Live Downtown Midland Event Grant Program will advertise and publicize Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

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

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

II. MDC Funding

On or before March 10, 2012, the MDC agrees to provide to DMMD funds in the amount of \$50,000.00 (the “Funds”), which shall be disbursed in one lump sum and shall be subject to the conditions and restrictions set forth herein. If this Agreement automatically renews, as set forth in Section IV below, then the MDC agrees to provide DMMD \$50,000.00 on or before October 15 of any such renewal term.

III. Obligations of DMMD

- A. **The Program.** DMMD shall establish the Live Downtown Midland Event Grant Program (the “Program”). DMMD shall use the Funds solely for the purpose of establishing and administering the Program, including but not limited to

reimbursement of additional staff time and auditing associated with administering the Program. The goals of the Program shall be as follows: to advertise or promote the Downtown Midland area for the purpose of developing new and expanded business enterprises; to generate positive media exposure for Downtown Midland; to generate a positive economic impact by stimulating business and commercial activity; to enhance a positive image of the City of Midland; to promote tourism and the convention and hotel industry; and to support local businesses and charitable or nonprofit organizations for the purpose of developing expanded business enterprises.

- B. **Grant Review Committee.** DMMD shall establish the Live Downtown Midland Event Grant Review Committee (the “Committee”). The Committee shall review and evaluate grant applications for Program funding and shall make recommendations on funding to the DMMD board of directors. It is understood and agreed that the DMMD board of directors will make all final decisions on whether to approve an application for funding.
- C. **Reporting.** Every six (6) months during the term of this Agreement, DMMD shall provide the MDC with a written report outlining downtown events that have been funded, upcoming events, and the Program’s accomplishments and promotional activities under this Agreement.
- D. **Certification.** Upon establishment of the Program, DMMD shall certify such to the MDC in accordance with Section VII(B) hereof. Upon request, DMMD shall provide the MDC with copies of all Program documents.
- E. **Repayment.** DMMD shall repay the Funds to the MDC if DMMD fails to establish the Program by June 1, 2012. If DMMD establishes the Program but the Program is thereafter discontinued, then DMMD shall repay to the MDC any remaining Funds not expended for the Program.

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

- F. **Records.** DMMD shall execute and funding agreement with each grant recipient. DMMD shall maintain books of account with correct entries of all expenditures of the Funds provided under this Agreement. DMMD shall grant access to all paper and electronic records, books, documents, accounting procedures, practices or any other

items relevant to this Agreement to the MDC, or such other persons or entities designated by the MDC for the purposes of inspecting, auditing, or copying such books and records. All records, books, documents, accounting procedures, practices or any other items relevant to this Agreement shall be subject to examination or audit by the MDC or such other persons or entities designated by the MDC for such purposes.

IV. Term

Upon execution by the parties, this Agreement shall have an initial term beginning February 29, 2012 and ending September 30, 2012. Thereafter, this Agreement shall automatically renew, under the same terms and conditions, for two (2) additional one (1) year terms: October 1, 2012 to September 30, 2013; and October 1, 2013 to September 30, 2014. Provided, however, this Agreement may be terminated in accordance with Section VIII(D) below.

V. Law

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

VI. Documents

Prior to any payment by the MDC, DMMD shall deliver to the MDC an executed copy of this Agreement.

VII. Special Conditions

- A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, the MDC's total financial commitment during the term of this Agreement shall not exceed \$150,000.00 in the aggregate.

- B. **Certification.** As to any certification required under this Agreement, DMMD shall provide a letter from its chairman or other appropriate officer. E-mail shall not be an acceptable form of certification under this Agreement.
- C. **Payments.** The payment to be made to DMMD under Section II hereof shall be made upon a written request from DMMD and completion of all necessary supporting documentation. The payment request and documentation should be directed to MDC Chairman, c/o City Secretary, City of Midland, P.O. Box 1152, Midland, Texas 79702.

VIII. General Terms

- A. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the parties.
- B. **No Third-Party Beneficiary.** The parties approval of the Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or other rights hereunder.
- C. **Legal Relationship.** The parties are not, and shall not be considered as, joint venturers, partners, or agents of each other; and neither shall have the power to bind nor obligate the other, except as set forth in this Agreement. The parties agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing any partnership, joint venture, or agency between the MDC and DMMD. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability.
- D. **Terminations.** This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within thirty (30) days after written notice from the other party.

- E. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- F. **Venue.** The obligations of the parties to this Agreement are deemed to have been performed in Midland County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Midland County, Texas. All payments under this Agreement are deemed to have taken place in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.
- G. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- H. **Law.** This Agreement is subject to all applicable state and federal laws, and the Company agrees that it will comply in all material respects with all such applicable laws, regulations, orders and rules of the State of Texas and other such governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
- I. **Assignment.** This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may not be assigned by DMMD without the prior written consent of the MDC.
- J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:

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

If to DMMD:

Chairman
Downtown Midland Management District
P.O. Box 3483
Midland, Texas 79702

with copy to:

MDC President
109 N. Main
Midland, Texas 79701

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

If to MDC:

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

If to DMMD:

Chairman
Downtown Midland Management District
P.O. Box 3483
Midland, Texas 79702

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

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

**MIDLAND DEVELOPMENT
CORPORATION**

Laura Roman, Chairman

ATTEST:

Robert Rendall, Secretary

**DOWNTOWN MIDLAND
MANAGEMENT DISTRICT**

By: _____
W.L. Scooter Brown, Chairman

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared W.L. SCOOTER BROWN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the DOWNTOWN MIDLAND MANAGEMENT DISTRICT.

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

Notary Public, State of _____



City Council Agenda

Approved For Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Professional Services RFQ to rewrite the Zoning Code

Purpose:

To request Council approval to issue a Request for Qualifications to select a Planning firm to rewrite the City's zoning regulations.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No funding required at this time.

Discussion:

Please consider approval of a resolution authorizing the issuance of a Request for Qualifications in order to review the City's existing regulations and recommend appropriate methods and timing to complete new regulations related to zoning.

The zoning regulations have not been updated since the late 1960's. Some of the regulations have been updated but only in part. With the growth and development pattern of the city changing, it is now time to update the zoning code.

Staff is seeking a qualified firm well versed in this area. Items that are expected to be reviewed include planned districts, specific use permits and more.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO ADVERTISE A REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL SERVICES FOR REVISIONS TO
THE CITY OF MIDLAND'S ZONING CODE
REGULATIONS; 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 revisions to the City of Midland's zoning code regulations; 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 a copy of the request for qualifications for said professional services shall be on file in the City Secretary's office referenced by the number and date of this resolution.

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., 2012, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

ATTEST:

W. Wesley Perry, Mayor

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Bob McNaughton, Director of Finance

SUBJECT: Second Reading – Final Fiscal Year 2011 Budget Amendment

Purpose:

Final reconciliation of expenditure budget amounts for Fiscal Year 2011 budget.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Reduce Fiscal Year 2011 General Fund budget and approve budgets for other minor governmental funds as provided in the attachment.

Discussion:

The General Fund expenditure budget for the year ended September 30, 2011, is being reduced by \$776,024. Thirty-six divisions were under budget by \$882,509 and seven divisions were over budget by \$106,485.

Total General Fund expenditures were \$77,824,586 and total General Fund revenues were \$88,258,486 resulting in a net increase to the General Fund of \$10,433,900. The General Fund Unreserved Unappropriated Fund Balance at September 30, 2011, was \$40,609,437 as compared to \$30,175,537 at September 30, 2010.

Appropriations to other Funds are Unclaimed Property Fund (\$488), General Construction Fund (\$91,006), Linebery Property Maintenance Fund (\$60,979), Police LEOSE Fund (\$6,932), Fire LEOSE Fund (\$2,061), the Federal Police Special Purposes Fund Federal (\$22,427), Tax Increment Reinvestment Zone #1 Fund (\$12,064), and the Municipal Court Technology Fund (\$51,370). The Hotel/Motel Fund budget is being reduced by \$254,539.



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: February 14, 2011

TO: CITY COUNCIL/CITY MANAGER

FROM: Bob McNaughton, Director of Finance

SUBJECT: Ordinance approving Final Fiscal Year 2011 Budget Amendment

Purpose:

Final reconciliation of expenditure budget amounts for Fiscal Year 2011 budget.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Reduce Fiscal Year 2011 General Fund budget and approve budgets for other minor governmental funds as provided in the attachment.

Discussion:

The General Fund expenditure budget for the year ended September 30, 2011, is being reduced by \$776,024. Thirty six divisions were under budget by \$882,509 and seven divisions were over budget by \$106,485.

Total General Fund expenditures were \$77,824,586 and total General Fund revenues were \$88,258,486 resulting in a net increase to the General Fund of \$10,433,900. The General Fund Unreserved Unappropriated Fund Balance at September 30, 2011, was \$40,609,437 as compared to \$30,175,537 at September 30, 2010.

Appropriations to other Funds are Unclaimed Property Fund (\$488), General Construction Fund (\$91,006), Linebery Property Maintenance Fund (\$60,979), Police LEOSE Fund (\$6,932), Fire LEOSE Fund (\$2,061), the Federal Police Special Purposes Fund Federal (\$22,427), Tax Increment Reinvestment Zone #1 Fund (\$12,064), and the Municipal Court Technology Fund (\$51,370). The Hotel/Motel Fund budget is being reduced by \$254,539.

ORDINANCE NO.

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

WHEREAS, expenditures in certain divisions of several departments exceeded the original estimates in the various funds of the budget for the 2010-2011 fiscal year; and

WHEREAS, expenditures in certain divisions of these same departments have been less than originally estimated in various funds of said budget; and

WHEREAS, the Council finds it to be in the public interest to approve the transfer of budget allocations within such departments and divisions of each particular fund to more accurately reflect the actual operations and to amend the 2010-2011 budget as necessary to meet unforeseen conditions which could not by reasonably diligent thought and attention have been included in the original budget for the 2010-2011 fiscal year;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF MIDLAND, TEXAS;**

THAT in accordance with Texas Local Government Code Section 102.009, the official municipal budget for the fiscal year 2010-2011 is hereby amended by increasing and decreasing amounts appropriated from the following sources and by increasing and decreasing certain expenditure classifications in accordance with the Budget Schedule for Fiscal Year Ending September 30, 2011:

General Fund (001) Unappropriated Fund Balance (5650). (\$776,024.00);
Unclaimed Property Fund (002) Unappropriated Fund Balance (5650). . . \$488.00;
Lineberry Facilities Maintenance Fund (007) Unappropriated Fund Balance (5650)
. \$60,979.00;
Police LEOSE Fund (008) Unappropriated Fund Balance (5650). \$6,932.00;
Fire LEOSE Fund (009) Unappropriated Fund Balance (5650). \$2,061.00;
Police Special Purpose Fund - Fed (070) Unappropriated Fund Balance (5650)

..... \$22,427.00;
 TIRZ #1 Fund (087) Unappropriated Fund Balance (5650)..... \$12,064.00;
 Hotel/Motel Fund (090) Unappropriated Fund Balance (5650).....(\$254,539.00);
 Municipal Court Technology Fund (092) Unappropriated Fund Balance (5650)
 \$51,370.00;

Said Schedule is on file with the office of the City Secretary referenced by the date and number of this Ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Budget	Adjustment	Adjusted Budget
001	Legislative	0000	Base Salary	1010	Personnel Services	2,700.00	2,700	0	2,700
001	Legislative	0000	Fica City Portion	1090	Personnel Services	206.56	207	13	220
					Personnel Services Total	2,906.56	2,907	13	2,920
001	Legislative	0000	Office Supplies	2010	Supplies	315.46	1,200	(870)	330
					Supplies Total	315.46	1,200	(870)	330
001	Legislative	0000	Consulting Fees	3450	Contractual Services	16,492.94	15,000	1,500	16,500
001	Legislative	0000	Travel	3610	Contractual Services	10,621.17	10,000	530	10,530
001	Legislative	0000	Dues & Subscriptions	3620	Contractual Services	132.05	4,000	(3,860)	140
001	Legislative	0000	Training,Registration Fees,Etc	3630	Contractual Services	1,040.00	1,200	(150)	1,050
			Mileage	3900	Contractual Services	22.95	0	30	30
					Contractual Services Total	28,209.11	30,200	(1,950)	28,250
001	Legislative	0000	Miscellaneous	6990	Miscellaneous	7,441.29	8,000	(550)	7,450
					Miscellaneous Total	7,441.29	8,000	(550)	7,450
Legislative Total						38,872.42	42,307	(3,357)	38,950
001	City Manager's Office	0005	Base Salary	1010	Personnel Services	483,861.82	542,530	(58,660)	483,870
001	City Manager's Office	0005	Part Time/Temp Employees	1015	Personnel Services	1,200.00	0	1,210	1,210
001	City Manager's Office	0005	Longevity	1020	Personnel Services	2,070.00	2,730	(650)	2,080
001	City Manager's Office	0005	Compensated Absences	1050	Personnel Services	59,591.36	0	59,600	59,600
001	City Manager's Office	0005	Vacation Buyback	1055	Personnel Services	0.00	10,638	(10,638)	0
001	City Manager's Office	0005	Car Allowance	1059	Personnel Services	25,500.00	27,000	(1,480)	25,510
001	City Manager's Office	0005	Other Pay - Taxable	1060	Personnel Services	10,012.11	0	10,020	10,020
001	City Manager's Office	0005	Fica City Portion	1090	Personnel Services	33,052.83	32,532	528	33,060
001	City Manager's Office	0005	Trms City Portion	1100	Personnel Services	124,571.53	123,336	1,244	124,580
001	City Manager's Office	0005	Hosp Insurance	1110	Personnel Services	39,300.00	39,300	0	39,300
001	City Manager's Office	0005	Work Compensation	1120	Personnel Services	1,239.96	1,240	10	1,250
			Unemp Insurance	1140	Personnel Services	0.00	1,094	(1,094)	0
					Personnel Services Total	780,399.61	780,400	80	780,480
001	City Manager's Office	0005	Office Supplies	2010	Supplies	8,691.15	7,500	1,200	8,700
001	City Manager's Office	0005	Minor Furniture & Fixtures	2115	Supplies	2,086.42	0	2,100	2,100
					Supplies Total	10,777.57	7,500	3,300	10,800
001	City Manager's Office	0005	Equipment Rental-External	3212	Contractual Services	3,091.20	2,400	700	3,100
001	City Manager's Office	0005	Binding, Printing & Reproduc	3240	Contractual Services	6,956.81	3,000	3,970	6,970
001	City Manager's Office	0005	Employee Relocation Costs	3263	Contractual Services	4,100.00	5,000	(890)	4,110
001	City Manager's Office	0005	Other Special Services	3390	Contractual Services	1,318.12	1,000	330	1,330
001	City Manager's Office	0005	Travel	3510	Contractual Services	31,254.43	34,000	(2,740)	31,260
001	City Manager's Office	0005	Dues & Subscriptions	3520	Contractual Services	5,769.43	2,500	3,280	5,780
001	City Manager's Office	0005	Training,Registration Fees,Etc	3530	Contractual Services	6,975.39	13,000	(6,010)	6,990
			Mileage	3900	Contractual Services	47.11	0	60	60
					Contractual Services Total	59,512.49	60,900	(1,300)	59,600
			Miscellaneous	6990	Miscellaneous	5,583.96	15,000	(9,410)	5,590
					Miscellaneous Total	5,583.96	15,000	(9,410)	5,590
City Manager's Office Total						856,273.63	863,800	(7,330)	856,470
001	Municipal Court	0010	Base Salary	1010	Personnel Services	856,304.24	969,850	(111,540)	858,310
001	Municipal Court	0010	Longevity	1020	Personnel Services	18,144.00	18,639	(489)	18,150
001	Municipal Court	0010	Certification Supplement	1030	Personnel Services	6,760.00	4,440	2,330	6,770
001	Municipal Court	0010	Educational Incentive	1040	Personnel Services	2,664.00	2,664	0	2,664
001	Municipal Court	0010	Compensated Absences	1050	Personnel Services	107,939.47	0	107,950	107,950
001	Municipal Court	0010	Vacation Buyback	1055	Personnel Services	0.00	11,333	(11,333)	0
001	Municipal Court	0010	Car Allowance	1059	Personnel Services	19,140.00	19,140	0	19,140
001	Municipal Court	0010	Other Pay - Taxable	1060	Personnel Services	12,063.69	0	12,070	12,070
001	Municipal Court	0010	Overtime	1080	Personnel Services	17,196.84	15,608	1,602	17,210
001	Municipal Court	0010	Fica City Portion	1090	Personnel Services	74,198.22	76,323	(2,113)	74,210
001	Municipal Court	0010	Trms City Portion	1100	Personnel Services	231,278.22	227,687	3,603	231,290
001	Municipal Court	0010	Hosp Insurance	1110	Personnel Services	141,852.00	141,852	0	141,852
001	Municipal Court	0010	Work Compensation	1120	Personnel Services	7,926.96	7,927	13	7,940
			Unemp Insurance	1140	Personnel Services	0.00	2,005	(2,005)	0
					Personnel Services Total	1,497,467.64	1,497,556	88	1,497,644
001	Municipal Court	0010	Office Supplies	2010	Supplies	11,798.00	9,150	2,660	11,810
001	Municipal Court	0010	Minor Furniture & Fixtures	2115	Supplies	481.46	1,800	(1,310)	490
001	Municipal Court	0010	Minor Equipment, Instr, Tools	2120	Supplies	1,699.33	2,400	(690)	1,710
001	Municipal Court	0010	Minor Computer Hrdwre & Periph	2155	Supplies	2,423.93	500	1,930	2,430
001	Municipal Court	0010	Computer Software & Supplies	2160	Supplies	4,334.73	2,700	1,640	4,340
			Food	2200	Supplies	41.00	130	(80)	50
001	Municipal Court	0010	Medical Supplies	2320	Supplies	0.00	100	(100)	0

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Municipal Court	0010	Ammunition	2540	Supplies	390.56	400	0	400
001	Municipal Court	0010	Clothing, Dry Goods, Etc	2570	Supplies	3,232.04	2,700	540	3,240
001	Municipal Court	0010	Postage	2620	Supplies	1,503.61	6,500	(4,990)	1,510
001	Municipal Court	0010	Security Badges/Decal Suppl	2630	Supplies	727.80	200	540	740
001	Municipal Court	0010	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	26,632.46	26,580	140	26,720
001	Municipal Court	0010	Equipment Rental-External	3212	Contractual Services	29,745.70	33,384	(3,624)	29,760
001	Municipal Court	0010	Laundry & Cleaning	3230	Contractual Services	2,775.24	2,784	6	2,790
001	Municipal Court	0010	Binding, Printing & Reproduct	3240	Contractual Services	2,865.00	2,000	880	2,880
001	Municipal Court	0010	Notary Bonds	3270	Contractual Services	8,054.56	6,500	1,560	8,060
001	Municipal Court	0010	Temporary Help	3280	Contractual Services	0.00	220	(220)	0
001	Municipal Court	0010	Bank Services	3350	Contractual Services	0.00	2,325	(2,325)	0
001	Municipal Court	0010	Spec Postage/Express Shipping	3360	Contractual Services	15,882.95	15,000	880	15,890
001	Municipal Court	0010	Other Special Services	3390	Contractual Services	140.25	100	50	150
001	Municipal Court	0010	Associate Judge Fees	3490	Contractual Services	446.00	4,500	(4,040)	460
001	Municipal Court	0010	Travel	3510	Contractual Services	19,740.00	18,000	1,750	19,750
001	Municipal Court	0010	Dues & Subscriptions	3520	Contractual Services	9,016.83	12,000	(2,970)	9,030
001	Municipal Court	0010	Legal/Tech Reference Materials	3525	Contractual Services	1,453.00	2,000	(540)	1,460
001	Municipal Court	0010	Training, Registration Fees, Etc	3530	Contractual Services	9,616.89	6,000	3,630	9,630
001	Municipal Court	0010	Mileage	3900	Contractual Services	1,225.00	4,250	(3,010)	1,240
001	Municipal Court	0010	Rent	3920	Contractual Services	15.30	600	(570)	30
001	Municipal Court	0010	Buildings & Grounds	4010	Contractual Services	433.50	432	8	440
001	Municipal Court	0010	Buildings & Grounds	4010	Maintenance Of Structures	101,410.22	110,095	(8,525)	101,570
001	Municipal Court	0010	Furniture/Fixtures/Furnishings	5020	Maintenance Of Structures	0.00	100	(100)	0
001	Municipal Court	0010	Count Costs, Jury/Filing Fees	6830	Maintenance Of Equipment	6,183.60	6,000	180	6,190
001	Municipal Court	0010	Furn, Fixt, & Office Machines	8401	Miscellaneous	6,183.60	6,000	180	6,190
001	Municipal Court	0010	Communication/Video Equipment	8481	Miscellaneous	376.48	4,500	(4,110)	390
001	Municipal Court	0010	Data Processing Equipment	8490	Capital - Equipment	0.00	6,000	(6,000)	0
001	Municipal Court	0010	Other Equipment	8530	Capital - Equipment	0.00	3,000	(3,000)	0
001	Municipal Court	0010	Other Equipment	8530	Capital - Equipment	0.00	1,300	(1,300)	0
001	Municipal Court	0010	Base Salary	1010	Personnel Services	1,632,070.40	1,632,070.40	(25,617)	1,632,426
001	Municipal Court	0010	Part Time/Temp Employees	1015	Personnel Services	505,178.28	542,572	(37,382)	505,190
001	Municipal Court	0010	Longevity	1020	Personnel Services	6,885.00	10,000	(3,100)	6,900
001	Municipal Court	0010	Certification Supplement	1030	Personnel Services	3,558.00	3,594	(24)	3,570
001	Municipal Court	0010	Compensated Absences	1050	Personnel Services	1,500.00	5,100	(3,590)	1,510
001	Municipal Court	0010	Vacation Buyback	1055	Personnel Services	36,809.76	0	36,820	36,820
001	Municipal Court	0010	Car Allowance	1059	Personnel Services	0.00	8,557	(8,557)	0
001	Municipal Court	0010	Other Pay - Taxable	1060	Personnel Services	20,400.00	20,400	0	20,400
001	Municipal Court	0010	Overtime	1080	Personnel Services	17,834.76	6,000	11,840	17,840
001	Municipal Court	0010	Fica City Portion	1090	Personnel Services	9,199.92	10,000	(790)	9,210
001	Municipal Court	0010	Tmrs City Portion	1100	Personnel Services	40,655.84	41,879	(1,209)	40,670
001	Municipal Court	0010	Hosp Insurance	1110	Personnel Services	131,687.89	131,700	(140)	131,700
001	Municipal Court	0010	Work Compensation	1120	Personnel Services	52,176.00	52,176	0	52,176
001	Municipal Court	0010	Unemp Insurance	1140	Personnel Services	1,332.00	1,332	0	1,332
001	Municipal Court	0010	Unemp Insurance	1140	Personnel Services	0.00	1,175	(1,175)	0
001	Municipal Court	0010	Office Supplies	2010	Supplies	827,217.45	834,625	(7,307)	827,318
001	Municipal Court	0010	Minor Furniture & Fixtures	2115	Supplies	6,039.55	5,040	1,010	6,050
001	Municipal Court	0010	Minor Equipment, Instr, Tools	2120	Supplies	339.00	720	(370)	350
001	Municipal Court	0010	Postage	2620	Supplies	470.83	80	400	480
001	Municipal Court	0010	Postage	2620	Supplies	0.00	20	(20)	0
001	Municipal Court	0010	Equipment Rental-External	3212	Contractual Services	6,849.38	5,860	1,020	6,880
001	Municipal Court	0010	Employee Relocation Costs	3263	Contractual Services	1,360.80	2,721	(1,361)	1,370
001	Municipal Court	0010	Notary Bonds	3270	Contractual Services	0.00	1,400	(1,400)	0
001	Municipal Court	0010	Temporary Help	3280	Contractual Services	0.00	150	(150)	0
001	Municipal Court	0010	Spec Postage/Express Shipping	3360	Contractual Services	0.00	175	(175)	0
001	Municipal Court	0010	Other Special Services	3390	Contractual Services	0.00	100	(100)	0
001	Municipal Court	0010	Travel	3510	Contractual Services	4,906.17	8,000	(3,090)	4,920
001	Municipal Court	0010	Dues & Subscriptions	3520	Contractual Services	5,377.51	6,395	(1,005)	5,390
001	Municipal Court	0010	Legal/Tech Reference Materials	3525	Contractual Services	5,676.04	4,993	707	5,690
001	Municipal Court	0010	Training, Registration Fees, Etc	3530	Contractual Services	30,878.90	20,000	10,890	30,890
001	Municipal Court	0010	Training, Registration Fees, Etc	3530	Contractual Services	2,454.26	4,990	(2,530)	2,460

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual	Current Expense Budget	Adjustment	Adjusted Budget
001	Human Resources	0025	Binding, Printing & Reproduct	3240	Contractual Services	2,475.00	2,000	490	2,490
001	Human Resources	0025	Temporary Help	3280	Contractual Services	4,379.44	0	4,390	4,390
001	Human Resources	0025	Spec Postage/Express Shipping	3360	Contractual Services	275.24	0	290	290
001	Human Resources	0025	Other Special Services	3390	Contractual Services	3,972.90	20,750	(16,770)	3,980
001	Human Resources	0025	Medical Examinations	3480	Contractual Services	90.00	0	100	100
001	Human Resources	0025	Travel	3510	Contractual Services	5,129.69	3,550	1,590	5,140
001	Human Resources	0025	Dues & Subscriptions	3520	Contractual Services	1,867.00	1,100	780	1,880
001	Human Resources	0025	Training,Registration Fees,Etc	3530	Contractual Services	3,242.32	4,310	(1,060)	3,250
001	Human Resources	0025	Mid-Management Training	3545	Contractual Services	8,603.65	5,000	3,610	8,610
001	Human Resources	0025	Employee Awards	3550	Contractual Services	18,571.32	23,050	(4,470)	18,580
001	Human Resources	0025	Mileage	3900	Contractual Services	267.36	200	80	280
			Contractual Services Total			55,501.21	73,522	(17,872)	55,650
001	Human Resources	0025	Contr. Gratuities, & Rewards	6810	Miscellaneous	551.95	500	60	560
			Miscellaneous Total			551.95	500	60	560
	Human Resources Total					497,891.79	524,197	(26,013)	498,184
001	Employee Health & Wellness	0026	Base Salary	1010	Personnel Services	47,238.47	60,718	(13,468)	47,250
001	Employee Health & Wellness	0026	Longevity	1020	Personnel Services	384.00	327	63	390
001	Employee Health & Wellness	0026	Compensated Absences	1050	Personnel Services	9,905.43	0	9,920	9,920
001	Employee Health & Wellness	0026	Other Pay - Taxable	1060	Personnel Services	1,701.16	0	1,710	1,710
001	Employee Health & Wellness	0026	Overtime	1080	Personnel Services	1,131.84	0	1,140	1,140
001	Employee Health & Wellness	0026	Fica City Portion	1090	Personnel Services	4,394.11	4,375	25	4,400
001	Employee Health & Wellness	0026	Trns City Portion	1100	Personnel Services	13,425.32	12,647	793	13,440
001	Employee Health & Wellness	0026	Hosp Insurance	1110	Personnel Services	6,450.00	6,450	0	6,450
001	Employee Health & Wellness	0026	Work Compensation	1120	Personnel Services	218.04	218	12	230
001	Employee Health & Wellness	0026	Unemp Insurance	1140	Personnel Services	0.00	114	(114)	0
			Personnel Services Total			84,848.37	84,848	81	84,930
001	Employee Health & Wellness	0026	Office Supplies	2010	Supplies	282.11	400	(110)	290
001	Employee Health & Wellness	0026	Educational/Training Supplies	2020	Supplies	627.00	1,500	(860)	640
001	Employee Health & Wellness	0026	Computer Software & Supplies	2160	Supplies	1,443.38	1,500	(50)	1,450
001	Employee Health & Wellness	0026	Food	2200	Supplies	491.15	1,074	(574)	500
001	Employee Health & Wellness	0026	Medical Supplies	2320	Supplies	1,765.19	2,500	(720)	1,780
			Supplies Total			4,608.83	6,974	(2,314)	4,660
001	Employee Health & Wellness	0026	Medical Lab Fees	3470	Contractual Services	25,995.35	18,000	8,010	26,010
001	Employee Health & Wellness	0026	Medical Examinations	3480	Contractual Services	47,889.68	39,756	8,144	47,900
001	Employee Health & Wellness	0026	Travel	3510	Contractual Services	204.35	4,000	(3,790)	210
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	84.00	1,200	(1,110)	90
001	Employee Health & Wellness	0026	Mileage	3900	Contractual Services	0.00	200	(200)	0
			Contractual Services Total			74,173.38	63,656	10,554	74,210
	Employee Health & Wellness Total					163,630.58	156,479	8,321	163,800
001	Information Systems Admin	0030	Longevity	1010	Personnel Services	98,497.19	118,172	(19,662)	98,510
001	Information Systems Admin	0030	Compensated Absences	1020	Personnel Services	771.00	2,226	(1,446)	780
001	Information Systems Admin	0030	Vacation Buyback	1050	Personnel Services	42,679.38	0	42,690	42,690
001	Information Systems Admin	0030	Car Allowance	1059	Personnel Services	0.00	4,064	(4,064)	0
001	Information Systems Admin	0030	Other Pay - Taxable	1060	Personnel Services	1,950.00	7,800	(5,840)	1,960
001	Information Systems Admin	0030	Overtime	1080	Personnel Services	4,481.36	0	4,490	4,490
001	Information Systems Admin	0030	Fica City Portion	1090	Personnel Services	0.00	1,218	(1,218)	0
001	Information Systems Admin	0030	Trns City Portion	1100	Personnel Services	9,485.16	13,818	(4,318)	9,500
001	Information Systems Admin	0030	Hosp Insurance	1110	Personnel Services	29,911.23	41,664	(11,764)	29,920
001	Information Systems Admin	0030	Work Compensation	1120	Personnel Services	13,080.00	13,080	0	13,080
001	Information Systems Admin	0030	Unemp Insurance	1140	Personnel Services	414.96	415	5	420
			Personnel Services Total			201,270.28	366	(366)	0
001	Information Systems Admin	0030	Office Supplies	2010	Supplies	2,516.77	202,873	(1,523)	201,350
001	Information Systems Admin	0030	Electrical Parts & Supplies	2140	Supplies	0.00	2,135	395	2,530
001	Information Systems Admin	0030	Minor Computer Hrdware & Perph	2155	Supplies	3,722.00	0	(200)	0
001	Information Systems Admin	0030	Food	2200	Supplies	9.84	0	3,730	3,730
001	Information Systems Admin	0030	Janitorial Supplies	2310	Supplies	21.60	0	20	20
			Supplies Total			6,270.21	0	30	30
001	Information Systems Admin	0030	Communication	3010	Contractual Services	543,594.79	540,649	2,951	543,600
001	Information Systems Admin	0030	Hire Of Equipment-Garage-Other	3211	Contractual Services	11,431.56	11,432	8	11,440
001	Information Systems Admin	0030	Equipment Rental-External	3212	Contractual Services	2,622.24	2,928	(298)	2,630
001	Information Systems Admin	0030	Temporary Help	3280	Contractual Services	4,071.61	10,000	(5,920)	4,080
001	Information Systems Admin	0030	Spec Postage/Express Shipping	3360	Contractual Services	147.47	0	160	160

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Information Systems Admin	0030	Software Maintenance	3405	Contractual Services	0.00	10,000	(10,000)	0
001	Information Systems Admin	0030	Travel	3510	Contractual Services	785.35	1,500	(700)	800
001	Information Systems Admin	0030	Dues & Subscriptions	3520	Contractual Services	190.00	200	0	200
001	Information Systems Admin	0030	Training, Registration Fees, Etc	3530	Contractual Services	6,296.88	1,000	5,310	6,310
					Contractual Services Total	569,139.90	577,709	(8,489)	569,220
001	Information Systems Admin	0030	Data Processing Equipment	5100	Maintenance Of Equipment	1,994.97	0	1,650	2,000
001	Information Systems Admin	0030	Noncontractual Hardware Repair	5101	Maintenance Of Equipment	1,641.44	0	1,650	1,650
001	Information Systems Admin	0030	Communications Equipment	5105	Maintenance Of Equipment	9,097.63	10,000	(890)	9,110
					Maintenance Of Equipment Total	12,734.04	10,000	2,760	12,760
	Information Systems Admin Total					789,414.43	792,917	(3,277)	789,640
001	Information Systems	0032	Base Salary	1010	Personnel Services	826,952.40	923,878	(94,918)	828,960
001	Information Systems	0032	Part Time/Temp Employees	1015	Personnel Services	2,660.00	0	2,670	2,670
001	Information Systems	0032	Longevity	1020	Personnel Services	14,456.33	14,475	(5)	14,470
001	Information Systems	0032	Compensated Absences	1050	Personnel Services	82,242.38	0	82,250	82,250
001	Information Systems	0032	Vacation Buyback	1055	Personnel Services	0.00	13,147	(13,147)	0
001	Information Systems	0032	Other Pay - Taxable	1060	Personnel Services	16,899.50	180	16,730	16,910
001	Information Systems	0032	Overtime	1080	Personnel Services	1,965.30	3,548	(1,568)	1,980
001	Information Systems	0032	Fica City Portion	1090	Personnel Services	70,322.57	69,284	1,046	70,330
001	Information Systems	0032	Tmrs City Portion	1100	Personnel Services	208,914.80	200,269	8,651	208,920
001	Information Systems	0032	Hosp Insurance	1110	Personnel Services	99,233.92	99,300	(60)	99,240
001	Information Systems	0032	Work Compensation	1120	Personnel Services	2,662.17	2,664	6	2,670
001	Information Systems	0032	Unemp Insurance	1140	Personnel Services	0.00	1,778	(1,778)	0
					Personnel Services Total	1,328,309.37	1,328,523	(123)	1,328,400
001	Information Systems	0032	Office Supplies	2010	Supplies	4,355.77	4,000	370	4,370
001	Information Systems	0032	Educational/Training Supplies	2020	Supplies	0.00	600	(600)	0
001	Information Systems	0032	Minor Furniture & Fixtures	2115	Supplies	3,641.59	8,510	(4,860)	3,650
001	Information Systems	0032	Minor Equipment, Instr, Tools	2120	Supplies	11,787.22	2,000	9,800	11,800
001	Information Systems	0032	Electrical Parts & Supplies	2140	Supplies	805.17	1,000	(180)	820
001	Information Systems	0032	Minor Computer Hdwre & Perph	2155	Supplies	65,556.70	8,500	57,070	65,570
001	Information Systems	0032	Computer Software & Supplies	2160	Supplies	53,891.43	22,739	31,161	53,900
					Supplies Total	140,037.88	47,449	92,661	140,110
001	Information Systems	0032	Communication	3010	Contractual Services	73.66	0	80	80
001	Information Systems	0032	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	8,994.67	7,347	1,653	9,000
001	Information Systems	0032	Hire Of Equipment-Garage-Other	3211	Contractual Services	757,780.68	707,685	50,105	757,790
001	Information Systems	0032	Temporary Help	3280	Contractual Services	12,655.47	25,000	(12,330)	12,670
001	Information Systems	0032	Spec Postage/Express Shipping	3360	Contractual Services	97.21	700	(590)	110
001	Information Systems	0032	Other Special Services	3390	Contractual Services	136.35	0	150	150
001	Information Systems	0032	Software Maintenance	3405	Contractual Services	757,396.49	785,383	(27,973)	757,410
001	Information Systems	0032	Travel	3510	Contractual Services	7,351.47	11,100	(3,740)	7,360
001	Information Systems	0032	Dues & Subscriptions	3520	Contractual Services	1,676.95	1,500	190	1,690
001	Information Systems	0032	Legal/Tech Reference Materials	3525	Contractual Services	0.00	1,500	(1,500)	0
001	Information Systems	0032	Training,Registration Fees,Etc	3530	Contractual Services	2,149.00	9,250	(7,090)	2,160
001	Information Systems	0032	Educational Assistance	3540	Contractual Services	139.00	1,500	(1,350)	150
001	Information Systems	0032	Mileage	3900	Contractual Services	787.38	1,000	(200)	800
001	Information Systems	0032	Rent	3920	Contractual Services	2,340.00	2,200	150	2,350
					Contractual Services Total	1,551,578.33	1,554,165	(2,444)	1,551,720
001	Information Systems	0032	Data Processing Equipment	5100	Maintenance Of Equipment	9,907.14	10,075	(155)	9,920
001	Information Systems	0032	Noncontractual Hardware Repair	5101	Maintenance Of Equipment	16,031.96	25,000	(8,960)	16,040
001	Information Systems	0032	Communications Equipment	5105	Maintenance Of Equipment	1,695.80	0	1,710	1,710
					Maintenance Of Equipment Total	27,634.90	35,075	(7,405)	27,670
001	Information Systems	0032	Data Processing Equipment	8490	Capital - Equipment	51,745.74	133,200	(81,440)	51,760
001	Information Systems	0032	Edp Software (Over \$1,000)	8900	Capital - Equipment	21,893.00	38,000	(16,100)	21,900
					Capital - Equipment Total	73,638.74	171,200	(97,540)	73,660
	Information Systems Total					3,121,199.22	3,136,412	(14,852)	3,121,560
001	Accounting	0035	Base Salary	1010	Personnel Services	754,395.85	882,851	(128,441)	754,410
001	Accounting	0035	Longevity	1020	Personnel Services	17,698.05	18,183	(473)	17,710
001	Accounting	0035	Compensated Absences	1050	Personnel Services	2,400.00	2,400	0	2,400
001	Accounting	0035	Vacation Buyback	1055	Personnel Services	83,981.12	0	83,990	83,990
001	Accounting	0035	Other Pay - Taxable	1060	Personnel Services	18,044.31	0	(13,769)	0
001	Accounting	0035	Overtime	1080	Personnel Services	48,070.66	48,100	(20)	48,080
001	Accounting	0035	Fica City Portion	1090	Personnel Services	67,909.00	64,887	3,033	67,920
001	Accounting	0035	Tmrs City Portion	1100	Personnel Services	205,087.38	190,340	14,760	205,100

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Accounting	0035	Hosp Insurance	1110	Personnel Services	90,125.12	83,004	7,136	90,140
001	Accounting	0035	Work Compensation	1120	Personnel Services	1,943.51	1,875	75	1,950
001	Accounting	0035	Unemp Insurance	1140	Personnel Services	0.00	1,654	(1,654)	0
					Personnel Services Total	1,289,655.00	1,307,063	(17,313)	1,289,750
001	Accounting	0035	Office Supplies	2010	Supplies	9,191.16	9,000	200	9,200
001	Accounting	0035	Minor Furniture & Fixtures	2115	Supplies	1,399.72	300	1,110	1,410
001	Accounting	0035	Minor Equipment, Instr. Tools	2120	Supplies	594.55	300	300	600
001	Accounting	0035	Computer Software & Supplies	2160	Supplies	3,683.06	4,000	(310)	3,690
					Supplies Total	14,868.49	13,600	1,300	14,900
001	Accounting	0035	Advertising	3220	Contractual Services	0.00	250	(250)	0
001	Accounting	0035	Binding, Printing & Reproduct	3240	Contractual Services	1,516.87	1,800	(270)	1,530
001	Accounting	0035	Bank Services	3350	Contractual Services	45,652.90	44,400	1,250	45,650
001	Accounting	0035	Spec Postage/Express Shipping	3360	Contractual Services	30.14	250	(210)	40
001	Accounting	0035	Other Special Services	3390	Contractual Services	941.55	1,560	(610)	950
001	Accounting	0035	External Audit Fees	3440	Contractual Services	134,233.57	135,000	(760)	134,240
001	Accounting	0035	Travel	3510	Contractual Services	302.39	2,425	(2,115)	310
001	Accounting	0035	Dues & Subscriptions	3520	Contractual Services	4,339.00	6,050	(1,700)	4,350
001	Accounting	0035	Legal/Tech Reference Materials	3525	Contractual Services	59.59	200	(130)	70
001	Accounting	0035	Training, Registration Fees, Etc	3530	Contractual Services	5,035.00	5,360	(310)	5,050
001	Accounting	0035	Educational Assistance	3540	Contractual Services	2,768.60	1,000	1,780	2,780
001	Accounting	0035	Mileage	3900	Contractual Services	0.00	50	(50)	0
					Contractual Services Total	194,879.61	198,345	(3,365)	194,980
001	Accounting	0035	Mach/Tools/Implements	5110	Maintenance Of Equipment	180.00	500	(310)	190
					Maintenance Of Equipment Total	180.00	500	(310)	190
001	Accounting	0035	Miscellaneous	6990	Miscellaneous	22.93	0	30	30
					Miscellaneous Total	22.93	0	30	30
					Accounting Total	1,499,606.03	1,519,508	(19,658)	1,499,850
001	Investments	0037	Base Salary	1010	Personnel Services	77,075.45	87,175	(10,085)	77,090
001	Investments	0037	Longevity	1020	Personnel Services	1,212.00	1,212	0	1,212
001	Investments	0037	Compensated Absences	1050	Personnel Services	10,278.55	0	10,290	10,290
001	Investments	0037	Fica City Portion	1090	Personnel Services	6,403.89	6,677	(267)	6,410
001	Investments	0037	Tmrs City Portion	1100	Personnel Services	19,567.80	19,299	268	19,580
001	Investments	0037	Hosp Insurance	1110	Personnel Services	3,672.00	3,672	0	3,672
001	Investments	0037	Work Compensation	1120	Personnel Services	198.00	198	0	198
001	Investments	0037	Unemp Insurance	1140	Personnel Services	0.00	175	(175)	0
					Personnel Services Total	118,407.69	118,408	44	118,452
001	Investments	0037	Office Supplies	2010	Supplies	495.57	190	320	510
					Supplies Total	495.57	190	320	510
001	Investments	0037	Fund Management Subs	3446	Contractual Services	12,838.00	12,100	750	12,850
001	Investments	0037	Travel	3510	Contractual Services	1,018.53	1,600	(570)	1,030
001	Investments	0037	Dues & Subscriptions	3520	Contractual Services	90.00	0	100	100
001	Investments	0037	Training, Registration Fees, Etc	3530	Contractual Services	250.00	425	(165)	260
					Contractual Services Total	14,196.53	14,125	115	14,240
					Investments Total	133,099.79	132,723	479	133,202
001	Purchasing	0040	Base Salary	1010	Personnel Services	198,604.27	283,997	(85,387)	198,610
001	Purchasing	0040	Longevity	1020	Personnel Services	4,454.25	4,625	(165)	4,460
001	Purchasing	0040	Compensated Absences	1050	Personnel Services	77,222.72	0	77,230	77,230
001	Purchasing	0040	Vacation Buyback	1055	Personnel Services	0.00	8,212	(8,212)	0
001	Purchasing	0040	Other Pay - Taxable	1060	Personnel Services	4,432.44	0	4,440	4,440
001	Purchasing	0040	Overtime	1090	Personnel Services	16,510.71	2,060	14,460	16,520
001	Purchasing	0040	Fica City Portion	1090	Personnel Services	15,669.13	18,512	(2,832)	15,680
001	Purchasing	0040	Tmrs City Portion	1100	Personnel Services	64,562.25	63,509	11,061	64,570
001	Purchasing	0040	Hosp Insurance	1110	Personnel Services	30,771.96	40,732	(9,952)	30,780
001	Purchasing	0040	Work Compensation	1120	Personnel Services	408.96	526	(106)	420
001	Purchasing	0040	Unemp Insurance	1140	Personnel Services	0.00	464	(464)	0
					Personnel Services Total	412,636.69	412,637	73	412,710
001	Purchasing	0040	Office Supplies	2010	Supplies	2,109.41	3,302	(1,182)	2,120
001	Purchasing	0040	Educational/Training Supplies	2020	Supplies	0.00	143	(143)	0
001	Purchasing	0040	Minor Equipment, Instr. Tools	2120	Supplies	151.99	128	32	160
001	Purchasing	0040	Minor Computer Hdwre & Periph	2155	Supplies	865.00	0	860	880
001	Purchasing	0040	Computer Software & Supplies	2160	Supplies	47.26	179	(119)	60
001	Purchasing	0040	Food	2200	Supplies	69.88	0	80	80
					Supplies Total	3,243.54	3,752	(452)	3,300
001	Purchasing	0040	Equipment Rental-External	3212	Contractual Services	2,569.80	2,570	10	2,580

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Purchasing	0040	Advertising	3220	Contractual Services	6,143.28	5,325	825	6,150
001	Purchasing	0040	Binding, Printing & Reproduc	3240	Contractual Services	150.00	0	160	160
001	Purchasing	0040	Employee Relocation Costs	3263	Contractual Services	641.06	0	650	650
001	Purchasing	0040	Notary Bonds	3270	Contractual Services	0.00	50	(50)	0
001	Purchasing	0040	Temporary Help	3280	Contractual Services	41.63	0	50	50
001	Purchasing	0040	Spec Postage/Express Shipping	3360	Contractual Services	20.22	0	30	30
001	Purchasing	0040	Travel	3510	Contractual Services	501.11	2,370	(1,860)	510
001	Purchasing	0040	Dues & Subscriptions	3520	Contractual Services	336.00	1,218	(866)	350
001	Purchasing	0040	Training,Registration Fees,Etc	3530	Contractual Services	1,300.00	1,218	92	1,310
001	Purchasing	0040	Mileage	3900	Contractual Services	0.00	50	(50)	0
					Contractual Services Total	11,702.10	12,801	(1,011)	11,790
						427,582.33	429,190	(1,390)	427,800
						164,835.87	209,786	(44,936)	164,850
						1,488.75	1,834	(344)	1,500
						17,399.77	0	17,410	17,410
						0.00	1,652	(1,652)	0
						1,706.32	0	1,720	1,720
						32,251.48	8,700	23,560	32,260
						16,666.46	15,444	1,236	16,680
						48,093.53	44,643	3,457	48,100
						22,631.04	22,631	9	22,640
						4,164.86	4,165	5	4,170
						0.00	383	(383)	0
					Personnel Services Total	309,237.19	309,238	92	309,330
						277.09	1,200	(910)	290
						0.00	800	(800)	0
						25.17	0	40	40
						0.00	400	(400)	0
						154.43	800	(640)	160
						45.36	1,000	(940)	60
						1,014.89	0	1,020	1,020
						0.00	400	(400)	0
						170.23	600	(420)	180
						242.94	750	(500)	250
						0.00	300	(300)	0
						80.79	500	(410)	90
						693.36	2,000	(1,300)	700
					Supplies Total	2,704.36	8,750	(5,960)	2,790
						49.00	0	60	60
						79,104.13	100,000	(20,890)	79,110
						316,069.73	300,000	16,080	316,080
						23,073.45	18,000	5,080	23,080
						44,102.12	42,922	1,188	44,110
						49,161.12	49,148	22	49,170
						0.00	200	(200)	0
						144,780.00	140,000	4,790	144,790
						1,320.00	2,000	(670)	1,330
						37,842.95	42,500	(4,650)	37,850
						14,543.06	38,714	(24,164)	14,550
						1,452.75	0	1,460	1,460
						0.00	500	(500)	0
						80.00	500	(410)	90
					Contractual Services Total	711,578.31	734,484	(22,804)	711,680
						182,366.53	120,000	62,380	182,380
					Maintenance Of Structures Total	182,366.53	120,000	62,380	182,380
						0.00	5,000	(5,000)	0
					Maintenance Of Equipment Total	0.00	5,000	(5,000)	0
						1,205,886.39	1,177,472	28,708	1,206,180
						85,807.41	95,256	(9,436)	85,820
						351.00	351	0	351
						9,184.59	0	9,190	9,190
						7,299.86	7,186	124	7,310
						21,109.88	20,772	348	21,120
						7,344.00	7,344	0	7,344

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Budget	Adjustment	Adjusted Budget
001	Internal Audit	0045	Work Compensation	1120	Personnel Services	197.04	197	13	210
001	Internal Audit	0045	Unemp Insurance	1140	Personnel Services	0.00	173	(173)	0
001	Internal Audit	0045	Office Supplies	2010	Supplies	117,636.18	117,637	57	117,694
001	Internal Audit	0045	Educational/Training Supplies	2020	Supplies	516.87	650	(120)	530
001	Internal Audit	0045	Computer Software & Supplies	2160	Supplies	0.00	880	(880)	0
001	Internal Audit	0045	Travel	3510	Supplies Total	516.87	2,130	(1,600)	530
001	Internal Audit	0045	Dues & Subscriptions	3520	Contractual Services	1,106.51	2,525	(1,405)	1,120
001	Internal Audit	0045	Training, Registration Fees,Etc	3530	Contractual Services	705.00	1,000	(280)	720
					Contractual Services Total	855.00	2,725	(1,855)	870
						2,666.51	6,250	(3,540)	2,710
001	Internal Audit Total	0050	Other Special Services	3390	Contractual Services	120,819.56	126,017	(5,083)	120,934
					Contractual Services Total	358,179.53	357,957	233	358,190
						358,179.53	357,957	233	358,190
001	Tax Total	0055	Base Salary	1010	Personnel Services	358,179.53	357,957	233	358,190
001	Planning & Development	0055	Longevity	1020	Personnel Services	263,769.88	289,716	(26,936)	263,780
001	Planning & Development	0055	Compensated Absences	1050	Personnel Services	5,763.00	6,498	(728)	5,770
001	Planning & Development	0055	Vacation Buyback	1055	Personnel Services	36,823.83	0	36,830	36,830
001	Planning & Development	0055	Other Pay - Taxable	1060	Personnel Services	0.00	3,893	(3,893)	0
001	Planning & Development	0055	Fica City Portion	1090	Personnel Services	1,253.26	0	1,260	1,260
001	Planning & Development	0055	Tmrs City Portion	1100	Personnel Services	22,599.09	25,483	(2,873)	22,610
001	Planning & Development	0055	Hosp Insurance	1110	Personnel Services	68,013.72	73,658	(5,639)	68,020
001	Planning & Development	0055	Work Compensation	1120	Personnel Services	30,180.00	30,180	0	30,180
001	Planning & Development	0055	Unemp Insurance	1140	Personnel Services	746.04	746	14	760
					Personnel Services Total	947.59	658	302	960
001	Planning & Development	0055	Office Supplies	2010	Supplies	430,096.41	430,832	(662)	430,170
001	Planning & Development	0055	Minor Computer Hdwre & Periph	2155	Supplies	9,273.55	5,400	3,880	9,280
001	Planning & Development	0055	Computer Software & Supplies	2160	Supplies	187.28	0	200	200
001	Planning & Development	0055	Food	2200	Supplies	3,277.12	400	2,880	3,290
					Supplies Total	0.00	200	(200)	0
001	Planning & Development	0055	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	12,737.95	6,000	6,770	12,770
001	Planning & Development	0055	Advertising	3220	Contractual Services	2,419.36	2,275	155	2,430
001	Planning & Development	0055	Binding, Printing & Reproduct	3240	Contractual Services	7,524.32	25,500	(17,970)	7,530
001	Planning & Development	0055	Spec Postage/Express Shipping	3360	Contractual Services	396.44	50	360	410
001	Planning & Development	0055	Legal Filing Fees	3420	Contractual Services	44.55	0	50	50
001	Planning & Development	0055	Travel	3510	Contractual Services	142.00	60	90	150
001	Planning & Development	0055	Dues & Subscriptions	3520	Contractual Services	9,031.44	6,650	2,380	9,040
001	Planning & Development	0055	Training,Registration Fees,Etc	3530	Contractual Services	1,319.00	1,625	(285)	1,330
					Contractual Services Total	1,586.06	3,200	(1,600)	1,600
						22,463.17	39,360	(16,820)	22,540
001	Planning & Development	0055	Miscellaneous	6990	Miscellaneous	383.69	50	340	390
					Miscellaneous Total	383.69	50	340	390
001	Planning & Development	0055	Data Processing Equipment	8490	Capital - Equipment	7,558.56	0	7,570	7,570
					Capital - Equipment Total	7,558.56	0	7,570	7,570
001	Planning & Development Total	0056	Base Salary	1010	Personnel Services	473,239.78	476,242	(2,802)	473,440
001	Community Development	0056	Longevity	1020	Personnel Services	107,210.58	127,224	(20,004)	107,220
001	Community Development	0056	Compensated Absences	1050	Personnel Services	2,489.00	2,489	0	2,489
001	Community Development	0056	Vacation Buyback	1055	Personnel Services	17,472.95	0	17,480	17,480
001	Community Development	0056	Other Pay - Taxable	1060	Personnel Services	0.00	3,067	(3,067)	0
001	Community Development	0056	Fica City Portion	1090	Personnel Services	3,240.34	0	3,250	3,250
001	Community Development	0056	Tmrs City Portion	1100	Personnel Services	10,289.32	10,158	142	10,300
001	Community Development	0056	Hosp Insurance	1110	Personnel Services	29,876.54	29,363	527	29,890
001	Community Development	0056	Work Compensation	1120	Personnel Services	13,080.00	13,080	0	13,080
001	Community Development	0056	Unemp Insurance	1140	Personnel Services	294.00	294	0	294
					Personnel Services Total	0.00	259	(259)	0
001	Community Development	0056	Office Supplies	2010	Supplies	183,962.73	185,944	(1,931)	184,013
001	Community Development	0056	Minor Equipment, Instr. Tools	2120	Supplies	2,455.66	2,400	70	2,470
001	Community Development	0056	Minor Computer Hdwre & Periph	2155	Supplies	218.95	200	30	230
001	Community Development	0056	Computer Software & Supplies	2160	Supplies	0.00	200	(200)	0
001	Community Development	0056	Clothing, Dry Goods, Etc	2570	Supplies	275.00	200	90	290
001	Community Development	0056	Postage	2620	Supplies	143.81	100	50	150
					Supplies Total	0.00	100	(100)	0
001	Community Development	0056	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	3,093.42	3,200	(60)	3,140
						2,339.89	2,413	(63)	2,350

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Community Development	0056	Advertising	3220	Contractual Services	3,491.12	2,700	800	3,500
001	Community Development	0056	Binding, Printing & Reproduct	3240	Contractual Services	281.15	200	90	290
001	Community Development	0056	Spec Postage/Express Shipping	3360	Contractual Services	0.00	200	(200)	0
001	Community Development	0056	Other Special Services	3390	Contractual Services	17.00	1,500	(1,470)	30
001	Community Development	0056	Legal Filing Fees	3420	Contractual Services	232.00	0	240	240
001	Community Development	0056	Travel	3510	Contractual Services	1,547.45	2,800	(1,240)	1,560
001	Community Development	0056	Dues & Subscriptions	3520	Contractual Services	1,895.00	1,400	310	1,710
001	Community Development	0056	Legal/Tech Reference Materials	3525	Contractual Services	21.23	0	30	30
001	Community Development	0056	Training,Registration Fees,Etc	3530	Contractual Services	235.00	1,000	(750)	250
Community Development Total						9,859.84	12,213	(2,253)	9,960
001	Code Administration	0060	Base Salary	1010	Personnel Services	196,915.99	201,357	(4,244)	197,113
001	Code Administration	0060	Longevity	1020	Personnel Services	775,144.88	837,155	(62,005)	775,150
001	Code Administration	0060	Compensated Absences	1050	Personnel Services	10,518.00	12,411	(1,881)	10,530
001	Code Administration	0060	Vacation Buyback	1055	Personnel Services	68,152.05	0	68,160	68,160
001	Code Administration	0060	Other Pay - Taxable	1060	Personnel Services	0.00	9,179	(9,179)	0
001	Code Administration	0060	Fica City Portion	1090	Personnel Services	8,252.46	0	8,260	8,260
001	Code Administration	0060	Trms City Portion	1100	Personnel Services	65,458.76	66,382	(912)	65,470
001	Code Administration	0060	Hosp Insurance	1110	Personnel Services	190,923.17	191,880	(950)	190,930
001	Code Administration	0060	Work Compensation	1120	Personnel Services	156,336.00	156,336	0	156,336
001	Code Administration	0060	Unemp Insurance	1140	Personnel Services	6,417.00	6,417	0	6,417
Personnel Services Total						1,281,202.32	1,281,477	(1,717)	1,281,253
001	Code Administration	0060	Office Supplies	2010	Supplies	9,528.58	7,500	(2,040)	9,540
001	Code Administration	0060	Educational/Training Supplies	2020	Supplies	3,239.49	2,500	750	3,250
001	Code Administration	0060	Minor Furniture & Fixtures	2115	Supplies	765.87	2,000	(1,230)	770
001	Code Administration	0060	Minor Equipment, Instr, Tools	2120	Supplies	2,731.18	1,500	1,240	2,740
001	Code Administration	0060	Minor Computer Hdwre & Periph	2155	Supplies	316.29	500	(170)	330
001	Code Administration	0060	Computer Software & Supplies	2160	Supplies	1,010.29	2,500	(1,480)	1,020
001	Code Administration	0060	Janitorial Supplies	2310	Supplies	23.94	0	30	30
001	Code Administration	0060	Clothing, Dry Goods, Etc	2570	Supplies	2,795.98	2,900	(90)	2,810
Supplies Total						20,401.62	19,400	1,090	20,490
001	Code Administration	0060	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	116,416.86	117,548	(1,118)	116,430
001	Code Administration	0060	Advertising	3220	Contractual Services	1,266.56	1,000	280	1,280
001	Code Administration	0060	Binding, Printing & Reproduct	3240	Contractual Services	4,428.45	4,000	440	4,440
001	Code Administration	0060	Temporary Help	3280	Contractual Services	9,494.39	0	9,500	9,500
001	Code Administration	0060	Legal Filing Fees	3420	Contractual Services	3,583.00	10,000	(6,410)	3,590
001	Code Administration	0060	Travel	3510	Contractual Services	4,870.57	8,000	(3,120)	4,880
001	Code Administration	0060	Dues & Subscriptions	3520	Contractual Services	2,145.28	2,000	160	2,160
001	Code Administration	0060	Training,Registration Fees,Etc	3530	Contractual Services	2,766.56	7,000	(4,220)	2,780
001	Code Administration	0060	Cleaning Lots	3950	Contractual Services	49,208.15	65,000	(15,780)	49,220
001	Code Administration	0060	Demolition Of Dangerous Bldgs	3955	Contractual Services	81,195.50	11,210	81,210	81,210
Contractual Services Total						275,375.32	284,548	(9,059)	275,490
001	Code Administration	0060	Buildings & Grounds	4010	Maintenance Of Structures	410.40	0	420	420
Maintenance Of Structures Total						410.40	0	420	420
001	Code Administration	0060	Miscellaneous	6990	Miscellaneous	555.34	0	570	570
Miscellaneous Total						555.34	0	570	570
Code Administration Total						1,577,945.00	1,585,425	(7,202)	1,578,223
001	Gis Administration	0075	Base Salary	1010	Personnel Services	197,948.43	198,152	(192)	197,960
001	Gis Administration	0075	Part Time/Temp Employees	1015	Personnel Services	1,960.00	0	1,970	1,970
001	Gis Administration	0075	Longevity	1020	Personnel Services	2,178.00	3,900	(1,710)	2,190
001	Gis Administration	0075	Compensated Absences	1050	Personnel Services	9,447.57	0	9,460	9,460
001	Gis Administration	0075	Vacation Buyback	1055	Personnel Services	0.00	3,756	(3,756)	0
001	Gis Administration	0075	Other Pay - Taxable	1060	Personnel Services	4,591.66	0	4,600	4,600
001	Gis Administration	0075	Fica City Portion	1090	Personnel Services	15,979.01	20,640	(4,650)	15,990
001	Gis Administration	0075	Trms City Portion	1100	Personnel Services	47,459.04	53,661	(6,191)	47,470
001	Gis Administration	0075	Hosp Insurance	1110	Personnel Services	26,112.00	26,112	0	26,112
001	Gis Administration	0075	Work Compensation	1120	Personnel Services	603.00	603	0	603
001	Gis Administration	0075	Unemp Insurance	1140	Personnel Services	0.00	532	(532)	0
Personnel Services Total						306,278.71	307,356	(1,001)	306,355
001	Gis Administration	0075	Office Supplies	2010	Supplies	2,624.20	2,500	130	2,630
001	Gis Administration	0075	Minor Furniture & Fixtures	2115	Supplies	0.00	250	(250)	0
001	Gis Administration	0075	Minor Computer Hdwre & Periph	2155	Supplies	8,108.27	2,585	5,535	8,120
001	Gis Administration	0075	Computer Software & Supplies	2160	Supplies	3,706.49	0	3,720	3,720
001	Gis Administration	0075	Clothing, Dry Goods, Etc	2570	Supplies	40.95	150	(100)	50

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Gis Administration	0075	Postage	2620	Supplies	0.00	50	(50)	0
001	Gis Administration	0075	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	14,479.91	5,535	8,985	14,520
001	Gis Administration	0075	Spec Postage/Express Shipping	3360	Contractual Services	0.00	1,800	(1,800)	0
001	Gis Administration	0075	Software Maintenance	3405	Contractual Services	0.00	50	(50)	0
001	Gis Administration	0075	Travel	3510	Contractual Services	279.90	4,400	(4,110)	290
001	Gis Administration	0075	Dues & Subscriptions	3520	Contractual Services	8,851.46	9,500	(640)	8,860
001	Gis Administration	0075	Training,Registration Fees,Etc	3530	Contractual Services	1,272.01	500	780	1,280
001	Gis Administration	0075	Educational Assistance	3540	Contractual Services	3,823.45	8,165	(4,335)	3,830
					Contractual Services Total	516.00	1,000	(470)	530
						14,742.82	25,415	(10,652)	14,790
						335,501.44	338,306	(2,641)	335,665
001	Engineering Services	0080	Base Salary	1010	Personnel Services	527,521.13	531,742	(4,212)	527,530
001	Engineering Services	0080	Part Time/Temp Employees	1015	Personnel Services	3,120.16	3,713	(583)	3,130
001	Engineering Services	0080	Longevity	1020	Personnel Services	7,968.00	9,594	(1,614)	7,980
001	Engineering Services	0080	Compensated Absences	1050	Personnel Services	56,908.21	0	56,920	56,920
001	Engineering Services	0080	Vacation Buyback	1055	Personnel Services	0.00	9,450	(9,450)	0
001	Engineering Services	0080	Other Pay - Taxable	1060	Personnel Services	6,392.99	0	6,400	6,400
001	Engineering Services	0080	Overtime	1080	Personnel Services	12,074.53	10,716	1,364	12,080
001	Engineering Services	0080	Fica City Portion	1090	Personnel Services	44,732.51	59,849	(15,109)	44,740
001	Engineering Services	0080	Tims City Portion	1100	Personnel Services	135,103.36	172,810	(37,700)	135,110
001	Engineering Services	0080	Hosp Insurance	1110	Personnel Services	92,028.00	92,028	0	92,028
001	Engineering Services	0080	Work Compensation	1120	Personnel Services	2,739.00	2,739	0	2,739
001	Engineering Services	0080	Unemp Insurance	1140	Personnel Services	3,721.34	1,530	2,200	3,730
					Personnel Services Total	892,309.23	894,171	(1,784)	892,387
						5,914.12	6,000	(80)	5,920
001	Engineering Services	0080	Office Supplies	2010	Supplies	170.00	0	180	180
001	Engineering Services	0080	Educational/Training Supplies	2020	Supplies	0.00	50	(50)	0
001	Engineering Services	0080	Motor Vehicle Supplies	2110	Supplies	169.99	500	(320)	180
001	Engineering Services	0080	Minor Furniture & Fixtures	2115	Supplies	2,692.92	1,200	1,500	2,700
001	Engineering Services	0080	Minor Equipment, Instr, Tools	2120	Supplies	346.04	1,000	(640)	360
001	Engineering Services	0080	Minor Computer Hdware & Perph	2155	Supplies	910.35	1,000	(80)	920
001	Engineering Services	0080	Computer Software & Supplies	2160	Supplies	49.86	50	10	60
001	Engineering Services	0080	Janitorial Supplies	2210	Supplies	0.00	50	(50)	0
001	Engineering Services	0080	Medical Supplies	2320	Supplies	3,092.50	0	3,100	3,100
001	Engineering Services	0080	Chemicals & Insecticides	2330	Supplies	783.86	0	790	790
001	Engineering Services	0080	Traffic Supplies	2410	Supplies	2,100.12	1,000	1,110	2,110
001	Engineering Services	0080	Clothing, Dry Goods, Etc	2570	Supplies	0.00	250	(250)	0
001	Engineering Services	0080	Postage	2620	Supplies	16,229.76	11,100	5,220	16,320
					Supplies Total	0.00	500	(500)	0
001	Engineering Services	0080	Lab Tests - Streets	3200	Contractual Services	26,333.22	27,054	(714)	26,340
001	Engineering Services	0080	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	2,469.30	1,561	918	2,480
001	Engineering Services	0080	Equipment Rental-External	3212	Contractual Services	0.00	500	(500)	0
001	Engineering Services	0080	Advertising	3220	Contractual Services	0.00	100	(100)	0
001	Engineering Services	0080	Notary Bonds	3270	Contractual Services	3,786.90	0	3,800	3,800
001	Engineering Services	0080	Temporary Help	3280	Contractual Services	42.61	300	(250)	50
001	Engineering Services	0080	Spec Postage/Express Shipping	3360	Contractual Services	15,854.12	16,000	(140)	15,860
001	Engineering Services	0080	Software Maintenance	3405	Contractual Services	236.00	0	250	250
001	Engineering Services	0080	Legal Fees	3410	Contractual Services	3,835.80	10,800	(6,950)	3,850
001	Engineering Services	0080	Travel	3510	Contractual Services	3,227.94	5,200	(1,960)	3,240
001	Engineering Services	0080	Dues & Subscriptions	3520	Contractual Services	2,973.60	7,370	(4,390)	2,980
001	Engineering Services	0080	Training,Registration Fees,Etc	3530	Contractual Services	0.00	500	(500)	0
001	Engineering Services	0080	Educational Assistance	3540	Contractual Services	58,759.49	69,885	(11,035)	58,850
					Contractual Services Total	950.00	0	960	960
001	Engineering Services	0080	Sidwks/Curbs/Culvrs/Etc.	4210	Maintenance Of Structures	1,149.08	0	210	210
001	Engineering Services	0080	Streets, Roadways, Etc	4220	Maintenance Of Structures	0.00	0	1,170	1,170
					Maintenance Of Structures Total	0.00	2,000	(2,000)	0
001	Engineering Services	0080	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	0.00	0	30	30
					Maintenance Of Equipment Total	0.00	2,000	(2,000)	0
001	Engineering Services	0080	Miscellaneous	6990	Miscellaneous	15.00	0	30	30
001	Engineering Services	0080	Furn, Fixt, & Office Machines	8401	Miscellaneous Total	0.00	0	30	30
					Capital - Equipment	0.00	5,644	(5,644)	0
					Capital - Equipment Total	968,462.56	982,800	(14,043)	968,757
001	Engineering Services Total	0085	Base Salary	1010	Personnel Services	1,459,890.96	1,677,396	(217,499)	1,459,900
001	Transportation	0085	Part Time/Temp Employees	1015	Personnel Services	5,720.00	25,621	(19,891)	5,730

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Transportation	0085	Longevity	1020	Personnel Services	31,800.00	33,882	(2,072)	31,810
001	Transportation	0085	Compensated Absences	1050	Personnel Services	180,554.64	0	180,560	180,560
001	Transportation	0085	Vacation Buyback	1055	Personnel Services	0.00	0	(13,542)	0
001	Transportation	0085	Other Pay - Taxable	1060	Personnel Services	22,493.36	0	22,500	22,500
001	Transportation	0085	Overtime	1080	Personnel Services	128,455.46	59,564	68,896	128,470
001	Transportation	0085	Fica City Portion	1090	Personnel Services	135,883.80	150,631	(14,741)	135,890
001	Transportation	0085	Trns City Portion	1100	Personnel Services	403,842.12	429,735	(25,885)	403,850
001	Transportation	0085	Hosp Insurance	1110	Personnel Services	373,200.00	373,200	0	373,200
001	Transportation	0085	Work Compensation	1120	Personnel Services	82,676.04	82,676	14	82,690
001	Transportation	0085	Unemp Insurance	1140	Personnel Services	0.00	3,792	(3,792)	0
001	Transportation	0085	Vacancies	1150	Personnel Services	0.00	(25,000)	25,000	0
001	Transportation	0085	Office Supplies	2010	Supplies	2,824,516.38	2,825,059	(459)	2,824,600
001	Transportation	0085	Educational/Training Supplies	2020	Supplies	5,793.17	9,785	(3,985)	5,800
001	Transportation	0085	Motor Vehicle Supplies	2110	Supplies	235.20	400	(150)	250
001	Transportation	0085	Minor Furniture & Fixtures	2115	Supplies	351.50	600	(240)	360
001	Transportation	0085	Minor Equipment, Instr, Tools	2120	Supplies	1,009.02	500	520	1,020
001	Transportation	0085	Heating Fuel Supplies	2150	Supplies	90,709.24	16,000	74,720	90,720
001	Transportation	0085	Minor Computer Hdwre & Periph	2155	Supplies	14.00	400	(380)	20
001	Transportation	0085	Computer Software & Supplies	2160	Supplies	1,462.35	2,100	(630)	1,470
001	Transportation	0085	Welding Supplies	2170	Supplies	1,216.46	2,200	(970)	1,230
001	Transportation	0085	Ice	2220	Supplies	1,092.00	1,900	(800)	1,100
001	Transportation	0085	Janitorial Supplies	2310	Supplies	2,820.00	2,820	0	2,820
001	Transportation	0085	Medical Supplies	2320	Supplies	1,869.54	2,700	(820)	1,880
001	Transportation	0085	Chemicals & Insecticides	2330	Supplies	0.00	300	(300)	0
001	Transportation	0085	Traffic Supplies	2410	Supplies	19,381.33	8,200	11,180	19,390
001	Transportation	0085	Baricades & Warning Signs	2420	Supplies	231,108.59	178,000	53,100	231,120
001	Transportation	0085	Clothing, Dry Goods, Etc	2570	Supplies	11,764.98	10,000	1,770	11,770
001	Transportation	0085	Postage	2620	Supplies	15,608.84	10,500	5,120	15,620
001	Transportation	0085	Light & Power	3030	Supplies Total	384,436.23	246,455	138,115	384,570
001	Transportation	0085	Water	3040	Contractual Services	165,778.65	230,000	(64,210)	165,790
001	Transportation	0085	Gen Liab/Workers Comp Penalty	3113	Contractual Services	2,464.14	4,000	(1,530)	2,470
001	Transportation	0085	Lab Tests - Streets	3200	Contractual Services	0.00	(726)	726	0
001	Transportation	0085	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	0.00	500	(500)	0
001	Transportation	0085	Equipment Rental-External	3212	Contractual Services	1,513,380.57	1,501,597	11,793	1,513,390
001	Transportation	0085	Laundry & Cleaning	3230	Contractual Services	2,226.52	4,600	(2,360)	2,240
001	Transportation	0085	Janitorial Services	3235	Contractual Services	5,647.09	4,820	840	5,660
001	Transportation	0085	Binding, Printing & Reproduct	3240	Contractual Services	9,240.00	6,000	3,250	9,250
001	Transportation	0085	Temporary Help	3280	Contractual Services	87.92	0	100	100
001	Transportation	0085	Wrecker Services	3320	Contractual Services	10,744.74	1,800	8,950	10,750
001	Transportation	0085	Other Special Services	3360	Contractual Services	0.00	500	(500)	0
001	Transportation	0085	Software Maintenance	3405	Contractual Services	18,399.63	1,000	17,410	18,410
001	Transportation	0085	Travel	3510	Contractual Services	680.00	1,000	(310)	690
001	Transportation	0085	Dues & Subscriptions	3520	Contractual Services	5,947.54	13,000	(7,040)	5,960
001	Transportation	0085	Training,Registration Fees,Etc	3530	Contractual Services	1,320.00	1,900	(570)	1,330
001	Transportation	0085	Educational Assistance	3540	Contractual Services	3,398.10	11,800	(8,390)	3,410
001	Transportation	0085	Rent	3920	Contractual Services	284.22	1,000	(710)	290
001	Transportation	0085	Buildings & Grounds	4010	Contractual Services Total	1,680.00	1,680	0	1,680
001	Transportation	0085	Security Fencing	4012	Maintenance Of Structures	1,741,278.12	1,784,471	(43,051)	1,741,420
001	Transportation	0085	Storm Sewers	4120	Maintenance Of Structures	5,842.99	5,500	350	5,850
001	Transportation	0085	Slidwks/Cutrs/Culvrs/Etc.	4210	Maintenance Of Structures	2,775.00	0	2,790	2,790
001	Transportation	0085	Streets, Roadways, Etc	4220	Maintenance Of Structures	0.00	1,500	(1,500)	0
001	Transportation	0085	Seal Coat Application	4240	Maintenance Of Structures	28,115.82	21,000	7,130	28,130
001	Transportation	0085	Mach/Tools/Implements	5110	Maintenance Of Structures	304,871.46	315,000	(10,120)	304,880
001	Transportation	0085	Instruments & Apparatus(Major)	5120	Maintenance Of Structures	399,992.67	465,000	(65,000)	400,000
001	Transportation	0085	Signal System	5210	Maintenance Of Structures Total	741,587.94	808,000	(66,350)	741,650
001	Transportation	0085	Traffic Signal Systems	7320	Maintenance Of Equipment	3,692.03	7,000	(3,300)	3,700
001	Transportation	0085	Communication/Video Equipment	8481	Maintenance Of Equipment	0.00	3,600	(3,600)	0
001	Transportation	0085	Capital - Land & Improvements		Capital - Land & Improvements	42,066.26	110,000	(67,920)	42,080
001	Transportation	0085	Capital - Equipment		Capital - Equipment	45,758.29	120,600	(74,820)	45,780
001	Transportation	0085	Capital - Equipment Total		Capital - Equipment Total	32,435.00	0	32,450	32,450
001	Transportation	0085	Capital - Land & Improvements T		Capital - Land & Improvements T	26,344.00	0	26,350	26,350
001	Transportation	0085	Capital - Equipment Total		Capital - Equipment Total	26,344.00	0	26,350	26,350

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
Transportation Total									
001	Parks & Recreation	0090	Base Salary	1010	Personnel Services	5,796,366.96	5,784,585	12,335	5,796,820
001	Parks & Recreation	0090	Part Time/Temp Employees	1015	Personnel Services	1,036,151.19	1,126,495	(90,335)	1,036,160
001	Parks & Recreation	0090	Longevity	1020	Personnel Services	0.00	20,000	(20,000)	0
001	Parks & Recreation	0090	Compensated Absences	1050	Personnel Services	18,399.00	23,262	(4,852)	18,410
001	Parks & Recreation	0090	Vacation Buyback	1055	Personnel Services	140,443.13	0	140,450	140,450
001	Parks & Recreation	0090	Car Allowance	1059	Personnel Services	0.00	12,541	(12,541)	0
001	Parks & Recreation	0090	Other Pay - Taxable	1060	Personnel Services	1,950.00	7,800	(5,840)	1,960
001	Parks & Recreation	0090	Overtime	1060	Personnel Services	16,254.46	2,208	14,052	16,260
001	Parks & Recreation	0090	Fica City Portion	1080	Personnel Services	23,778.41	34,506	(10,716)	23,790
001	Parks & Recreation	0090	Tmrs City Portion	1090	Personnel Services	86,843.91	100,293	(11,443)	88,850
001	Parks & Recreation	0090	Hosp Insurance	1100	Personnel Services	270,930.00	287,200	(16,260)	270,940
001	Parks & Recreation	0090	Work Compensation	1110	Personnel Services	219,312.00	219,312	0	219,312
001	Parks & Recreation	0090	Unemp Insurance	1120	Personnel Services	28,811.04	28,811	9	28,820
001	Parks & Recreation	0090	Vacancies	1140	Personnel Services	46.87	2,544	(2,484)	60
001	Parks & Recreation	0090		1150	Personnel Services	0.00	(20,000)	20,000	0
Personnel Services Total						1,844,920.01	1,844,972	40	1,845,012
001	Parks & Recreation	0090	Office Supplies	2010	Supplies	7,865.90	1,500	6,380	7,880
001	Parks & Recreation	0090	Educational/Training Supplies	2020	Supplies	182.69	500	(310)	190
001	Parks & Recreation	0090	Motor Vehicle Supplies	2110	Supplies	189.87	500	(300)	200
001	Parks & Recreation	0090	Minor Furniture & Fixtures	2115	Supplies	0.00	1,000	(1,000)	0
001	Parks & Recreation	0090	Minor Equipment, Instr. Tools	2120	Supplies	10,069.13	10,000	80	10,080
001	Parks & Recreation	0090	Plant Lubrication & Supplies	2130	Supplies	586.63	2,500	(1,900)	600
001	Parks & Recreation	0090	Electrical Parts & Supplies	2140	Supplies	20,087.49	27,157	(7,057)	20,100
001	Parks & Recreation	0090	Heating Fuel Supplies	2150	Supplies	496.00	200	310	510
001	Parks & Recreation	0090	Minor Computer Hdwre & Periph	2155	Supplies	188.00	0	200	200
001	Parks & Recreation	0090	Welding Supplies	2170	Supplies	1,530.63	5,000	(3,460)	1,540
001	Parks & Recreation	0090	Food	2200	Supplies	2,014.93	1,000	1,020	2,020
001	Parks & Recreation	0090	Water	2210	Supplies	930.00	1,000	(60)	940
001	Parks & Recreation	0090	Ice	2220	Supplies	936.81	1,200	(250)	950
001	Parks & Recreation	0090	Janitorial Supplies	2230	Supplies	12,826.73	17,500	(4,660)	12,840
001	Parks & Recreation	0090	Medical Supplies	2310	Supplies	0.00	500	(500)	0
001	Parks & Recreation	0090	Chemicals & Insecticides	2320	Supplies	901.12	2,000	(1,090)	910
001	Parks & Recreation	0090	Traffic Supplies	2330	Supplies	269.13	0	280	280
001	Parks & Recreation	0090	Botanical & Agricultural Supl	2410	Supplies	14,154.16	15,000	(840)	14,160
001	Parks & Recreation	0090	Clothing, Dry Goods, Etc	2520	Supplies	6,674.03	8,500	(1,820)	6,680
001	Parks & Recreation	0090	Postage	2570	Supplies	1,518.50	1,300	230	1,530
001	Parks & Recreation	0090	Safety Supplies & Minor Equip	2620	Supplies	0.00	500	(500)	0
001	Parks & Recreation	0090		2640	Supplies	81,421.75	96,857	(15,247)	81,610
Supplies Total						17,044.85	20,000	(2,950)	17,050
001	Parks & Recreation	0090	Light & Power	3020	Contractual Services	414,488.54	385,000	29,500	414,500
001	Parks & Recreation	0090	Water	3030	Contractual Services	708,554.89	710,757	(2,197)	708,560
001	Parks & Recreation	0090	Gen Lab/Workers Comp Penalty	3113	Contractual Services	0.00	(13,439)	13,439	0
001	Parks & Recreation	0090	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	269,422.79	282,545	(13,115)	269,430
001	Parks & Recreation	0090	Equipment Rental-External	3212	Contractual Services	9,202.40	7,500	1,710	9,210
001	Parks & Recreation	0090	Janitorial Services	3235	Contractual Services	2,870.00	1,500	1,380	2,880
001	Parks & Recreation	0090	Binding, Printing & Reproduct	3240	Contractual Services	321.16	200	130	330
001	Parks & Recreation	0090	Extremiator	3310	Contractual Services	214.49	500	(280)	220
001	Parks & Recreation	0090	Spec Postage/Express Shipping	3360	Contractual Services	0.00	100	(100)	0
001	Parks & Recreation	0090	Grounds Maintenance	3370	Contractual Services	1,784,797.73	2,100,000	(315,190)	1,784,810
001	Parks & Recreation	0090	Other Special Services	3390	Contractual Services	38,356.54	43,609	(5,239)	38,370
001	Parks & Recreation	0090	Travel	3510	Contractual Services	5,739.04	6,000	(250)	5,750
001	Parks & Recreation	0090	Dues & Subscriptions	3520	Contractual Services	1,350.00	2,000	(640)	1,360
001	Parks & Recreation	0090	Legal/Tech Reference Materials	3525	Contractual Services	146.28	0	160	160
001	Parks & Recreation	0090	Training/Registration Fees,Etc	3530	Contractual Services	4,921.45	4,000	930	4,930
001	Parks & Recreation	0090	Educational Assistance	3540	Contractual Services	1,512.80	2,500	(980)	1,520
001	Parks & Recreation	0090	Employee Awards	3550	Contractual Services	50.00	500	(440)	60
Contractual Services Total						3,258,994.96	3,553,272	(294,132)	3,259,140
001	Parks & Recreation	0090	Buildings & Grounds	4010	Maintenance Of Structures	66,708.85	63,000	3,720	66,720
001	Parks & Recreation	0090	Security Fencing	4012	Maintenance Of Structures	39.90	2,000	(1,950)	50
001	Parks & Recreation	0090	Sanitary Sewers	4110	Maintenance Of Structures	223.00	0	230	230
001	Parks & Recreation	0090	Sidwks/Curbs/Culverts/Etc.	4210	Maintenance Of Structures	362.50	5,000	(4,630)	370
001	Parks & Recreation	0090	Swimming Pools	4920	Maintenance Of Structures	14,961.79	0	14,970	14,970
001	Parks & Recreation	0090	Irrigation Equipment	4940	Maintenance Of Structures	83,340.34	95,000	(11,650)	83,350
Maintenance Of Structures Total						165,636.38	165,000	690	165,690

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Parks & Recreation	0090	Heating & Cooling System	5010	Maintenance Of Equipment	2,433.06	1,000	1,440	2,440
001	Parks & Recreation	0090	Mach/Tools/Implements	5110	Maintenance Of Equipment	5,841.41	7,000	(1,150)	5,850
					Maintenance Of Equipment Total	8,274.47	8,000	290	8,290
001	Parks & Recreation	0090	Miscellaneous	6990	Miscellaneous	1,875.00	0	1,890	1,890
					Miscellaneous Total	1,875.00	0	1,890	1,890
001	Parks & Recreation	0090	Buildings	7020	Capital - Land & Improvements	19,700.10	0	19,710	19,710
001	Parks & Recreation	0090	Other Impr Other Than Bldgs	7860	Capital - Land & Improvements	18,300.00	0	18,310	18,310
					Capital - Land & Improvements T	38,000.10	0	38,020	38,020
001	Parks & Recreation	0090	Recreational Equipment	8441	Capital - Equipment	33,090.60	51,391	(18,291)	33,100
					Capital - Equipment Total	33,090.60	51,391	(18,291)	33,100
					Capital - Equipment Total	5,432,213.27	5,719,492	(286,740)	5,432,752
						288,533.73	314,194	(25,654)	288,540
001	Animal Services	0091	Base Salary	1010	Personnel Services	288,533.73	3,696	(676)	3,020
001	Animal Services	0091	Longevity	1020	Personnel Services	3,012.00	0	27,640	27,640
001	Animal Services	0091	Compensated Absences	1050	Personnel Services	27,632.84	0	27,640	27,640
001	Animal Services	0091	Vacation Buyback	1055	Personnel Services	0.00	1,894	(1,894)	0
001	Animal Services	0091	Other Pay - Taxable	1060	Personnel Services	2,299.30	0	2,310	2,310
001	Animal Services	0091	Overtime	1080	Personnel Services	16,064.38	2,871	13,199	16,070
001	Animal Services	0091	Fica City Portion	1090	Personnel Services	25,148.84	(4,190)	(4,190)	25,160
001	Animal Services	0091	Tmrs City Portion	1100	Personnel Services	74,667.23	84,836	(10,156)	74,680
001	Animal Services	0091	Hosp Insurance	1110	Personnel Services	67,968.00	67,968	0	67,968
001	Animal Services	0091	Work Compensation	1120	Personnel Services	3,653.04	3,653	7	3,660
001	Animal Services	0091	Unemp Insurance	1140	Personnel Services	226.56	758	(518)	240
					Personnel Services Total	509,205.92	509,220	68	509,288
001	Animal Services	0091	Office Supplies	2010	Supplies	1,468.83	2,800	(1,320)	1,480
001	Animal Services	0091	Educational/Training Supplies	2020	Supplies	926.20	500	440	940
001	Animal Services	0091	Minor Equipment, Instr, Tools	2120	Supplies	2,305.18	4,100	(1,780)	2,320
001	Animal Services	0091	Minor Computer Hdwre & Periph	2155	Supplies	204.97	200	10	210
001	Animal Services	0091	Computer Software & Supplies	2160	Supplies	0.00	200	(200)	0
001	Animal Services	0091	Welding Supplies	2170	Supplies	132.60	100	40	140
001	Animal Services	0091	Janitorial Supplies	2310	Supplies	2,030.25	1,800	240	2,040
001	Animal Services	0091	Medical Supplies	2320	Supplies	6,759.35	3,800	2,970	6,770
001	Animal Services	0091	Chemicals & Insecticides	2330	Supplies	2,670.57	2,500	180	2,680
001	Animal Services	0091	Botanical & Agricultural Supl	2620	Supplies	0.00	200	(200)	0
001	Animal Services	0091	Animal Feed	2630	Supplies	5,170.85	6,000	(820)	5,180
001	Animal Services	0091	Ammunition	2640	Supplies	0.00	150	(150)	0
001	Animal Services	0091	Laboratory Supplies	2660	Supplies	8,676.88	6,000	2,690	8,690
001	Animal Services	0091	Clothing, Dry Goods, Etc	2570	Supplies	2,487.31	3,000	(490)	2,510
001	Animal Services	0091	Pet License Tags	2610	Supplies	1,409.59	1,400	20	1,420
001	Animal Services	0091	Postage	2620	Supplies	0.00	4,000	(4,000)	0
					Supplies Total	34,252.58	36,750	(2,370)	34,380
001	Animal Services	0091	Light & Power	3030	Contractual Services	7,480.73	14,000	(6,510)	7,490
001	Animal Services	0091	Water	3040	Contractual Services	8,077.73	13,000	(4,910)	8,090
001	Animal Services	0091	Gen Liab/Workers Comp Penalty	3113	Contractual Services	0.00	(2,456)	2,456	0
001	Animal Services	0091	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	78,231.09	100,697	(22,457)	78,240
001	Animal Services	0091	Equipment Rental-External	3212	Contractual Services	1,427.04	2,600	(1,160)	1,440
001	Animal Services	0091	Advertising	3220	Contractual Services	515.00	100	430	530
001	Animal Services	0091	Binding, Printing & Reproduct	3240	Contractual Services	1,931.52	3,000	(1,060)	1,940
001	Animal Services	0091	Notary Bonds	3270	Contractual Services	0.00	100	(100)	0
001	Animal Services	0091	Temporary Help	3280	Contractual Services	2,327.28	0	2,340	2,340
001	Animal Services	0091	Bank Services	3350	Contractual Services	715.82	0	730	730
001	Animal Services	0091	Spec Postage/Express Shipping	3360	Contractual Services	1,949.97	1,600	360	1,960
001	Animal Services	0091	Other Special Services	3390	Contractual Services	0.00	900	(900)	0
001	Animal Services	0091	Veterinary Fees	3460	Contractual Services	193,512.70	159,000	34,520	193,520
001	Animal Services	0091	Medical Lab Fees	3470	Contractual Services	0.00	100	(100)	0
001	Animal Services	0091	Travel	3510	Contractual Services	2,583.38	5,900	(3,300)	2,600
001	Animal Services	0091	Dues & Subscriptions	3520	Contractual Services	1,109.47	1,000	120	1,120
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	1,705.00	2,500	(780)	1,720
001	Animal Services	0091	Educational Assistance	3540	Contractual Services	700.00	0	710	710
001	Animal Services	0091	Employee Awards	3550	Contractual Services	40.00	0	50	50
001	Animal Services	0091	Mileage	3900	Contractual Services	15.30	0	30	30
001	Animal Services	0091	Other	3990	Contractual Services	44.00	0	50	50
					Contractual Services Total	302,376.03	302,491	69	302,560
001	Animal Services	0091	Buildings & Grounds	4010	Maintenance Of Structures	9,118.37	6,043	3,087	9,130

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Health & Senior Services	0100	Tms City Portion	1100	Personnel Services	162,526.86	181,392	(18,862)	162,540
001	Health & Senior Services	0100	Hosp Insurance	1110	Personnel Services	128,844.00	128,844	0	128,844
001	Health & Senior Services	0100	Work Compensation	1120	Personnel Services	6,147.96	6,148	12	6,160
001	Health & Senior Services	0100	Unemp Insurance	1140	Personnel Services	378.81	1,624	(1,234)	390
					Personnel Services Total	1,080,446.71	1,080,934	(380)	1,080,544
001	Health & Senior Services	0100	Office Supplies	2010	Supplies	18,819.12	10,844	7,986	18,830
001	Health & Senior Services	0100	Educational/Training Supplies	2020	Supplies	299.00	800	(490)	310
001	Health & Senior Services	0100	Minor Furniture & Fixtures	2115	Supplies	2,492.72	6,000	(3,500)	2,500
001	Health & Senior Services	0100	Minor Equipment, Instr. Tools	2120	Supplies	5,142.73	8,000	(2,850)	5,150
001	Health & Senior Services	0100	Electrical Parts & Supplies	2140	Supplies	509.00	500	20	520
001	Health & Senior Services	0100	Computer Software & Supplies	2160	Supplies	194.83	1,500	(1,300)	200
001	Health & Senior Services	0100	Janitorial Supplies	2310	Supplies	232.10	300	(60)	240
001	Health & Senior Services	0100	Medical Supplies	2320	Supplies	36,484.74	28,000	8,490	36,490
001	Health & Senior Services	0100	Med Vaccines	2321	Supplies	45,876.87	34,000	11,890	45,890
001	Health & Senior Services	0100	Chemicals & Insecticides	2330	Supplies	580.00	6,650	(6,060)	590
001	Health & Senior Services	0100	Laboratory Supplies	2560	Supplies	18,436.00	33,000	(14,550)	18,450
001	Health & Senior Services	0100	Clothing, Dry Goods, Etc	2670	Supplies	999.72	1,500	(490)	1,010
001	Health & Senior Services	0100	Postage	2620	Supplies	0.00	125	(125)	0
					Supplies Total	130,066.83	131,219	(1,039)	130,180
001	Health & Senior Services	0100	Communication	3010	Contractual Services	9,884.37	4,000	5,890	9,890
001	Health & Senior Services	0100	Heat & Natural Gas	3020	Contractual Services	6,502.51	10,000	(3,480)	6,510
001	Health & Senior Services	0100	Light & Power	3030	Contractual Services	31,702.77	43,000	(11,290)	31,710
001	Health & Senior Services	0100	Water	3040	Contractual Services	6,912.82	3,000	3,920	6,920
001	Health & Senior Services	0100	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	29,315.38	36,906	(7,576)	29,330
001	Health & Senior Services	0100	Equipment Rental-External	3212	Contractual Services	2,111.15	2,500	(380)	2,120
001	Health & Senior Services	0100	Advertising	3220	Contractual Services	500.00	1,000	(490)	510
001	Health & Senior Services	0100	Janitorial Services	3235	Contractual Services	0.00	350	(350)	0
001	Health & Senior Services	0100	Binding, Printing & Reproduct	3240	Contractual Services	0.00	1,700	(1,700)	0
001	Health & Senior Services	0100	Notary Bonds	3270	Contractual Services	0.00	100	(100)	0
001	Health & Senior Services	0100	Outside Sanitation Services	3300	Contractual Services	0.00	2,000	(2,000)	0
001	Health & Senior Services	0100	Bank Services	3350	Contractual Services	1,636.41	622	1,128	1,650
001	Health & Senior Services	0100	Spec Postage/Express Shipping	3360	Contractual Services	0.00	2,000	(2,000)	0
001	Health & Senior Services	0100	Other Special Services	3390	Contractual Services	7,395.37	14,000	(6,590)	7,410
001	Health & Senior Services	0100	Software Maintenance	3405	Contractual Services	32,502.50	24,000	8,510	32,510
001	Health & Senior Services	0100	Consulting Fees	3450	Contractual Services	1,050.00	6,600	(5,540)	1,060
001	Health & Senior Services	0100	Health Care Professionals	3455	Contractual Services	18,425.00	27,500	(9,060)	18,440
001	Health & Senior Services	0100	Medical Seminars	3475	Contractual Services	2,204.30	0	2,210	2,210
001	Health & Senior Services	0100	Travel	3510	Contractual Services	20,494.01	12,679	7,921	20,500
001	Health & Senior Services	0100	Dues & Subscriptions	3520	Contractual Services	2,914.21	1,200	1,720	2,920
001	Health & Senior Services	0100	Legal/Tech Reference Materials	3525	Contractual Services	48.14	800	(740)	60
001	Health & Senior Services	0100	Training, Registration Fees, Etc	3530	Contractual Services	4,292.59	5,100	(800)	4,300
001	Health & Senior Services	0100	Educational Assistance	3540	Contractual Services	825.05	2,000	(1,160)	840
001	Health & Senior Services	0100	Rent	3920	Contractual Services	0.00	1,000	(1,000)	0
					Contractual Services Total	300,000.00	278,961	21,049	300,010
001	Health & Senior Services	0100	Buildings & Grounds	4010	Maintenance Of Structures	478,716.58	480,818	(1,918)	478,900
					Maintenance Of Structures Total	6,238.24	1,000	5,250	6,250
001	Health & Senior Services	0100	Mach/Tools/Implements	5110	Maintenance Of Equipment	0.00	200	(200)	0
001	Health & Senior Services	0100	Miscellaneous	6990	Miscellaneous	40.00	100	(50)	50
					Miscellaneous Total	40.00	100	(50)	50
	Health & Senior Services Total					1,695,508.36	1,694,271	1,653	1,695,924
001	Vcig Program	0105	Base Salary	1010	Personnel Services	27,330.08	31,644	(4,304)	27,340
001	Vcig Program	0105	Longevity	1020	Personnel Services	309.00	309	0	309
001	Vcig Program	0105	Compensated Absences	1050	Personnel Services	4,427.27	0	4,440	4,440
001	Vcig Program	0105	Fica City Portion	1090	Personnel Services	2,273.41	2,444	(164)	2,280
001	Vcig Program	0105	Tms City Portion	1100	Personnel Services	7,107.07	7,066	54	7,120
001	Vcig Program	0105	Hosp Insurance	1110	Personnel Services	5,532.00	6,532	0	5,532
001	Vcig Program	0105	Work Compensation	1120	Personnel Services	72.00	72	0	72
001	Vcig Program	0105	Unemp Insurance	1140	Personnel Services	0.00	64	(64)	0
					Personnel Services Total	47,050.83	47,131	(38)	47,093
001	Vcig Program	0105	Communication	3010	Contractual Services	367.64	0	380	380
001	Vcig Program	0105	Travel	3510	Contractual Services	587.34	1,600	(1,000)	600
001	Vcig Program	0105	Training, Registration Fees, Etc	3530	Contractual Services	300.00	950	(640)	310

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
Vcig Program Total									
001	Airport Police	0107	Base Salary	1010	Personnel Services	1,254.98	2,550	(1,296)	1,250
001	Airport Police	0107	Longevity	1020	Personnel Services	48,305.81	49,681	(1,298)	48,383
001	Airport Police	0107	Certification Supplement	1030	Personnel Services	630,968.48	895,405	(264,425)	630,980
001	Airport Police	0107	Educational Incentive	1040	Personnel Services	15,546.00	16,182	(622)	15,560
001	Airport Police	0107	Compensated Absences	1050	Personnel Services	17,625.00	17,520	120	17,640
001	Airport Police	0107	Compensated Absences	1050	Personnel Services	21,349.50	21,264	96	21,360
001	Airport Police	0107	Vacation Buyback	1055	Personnel Services	167,821.83	0	167,830	167,830
001	Airport Police	0107	Other Pay - Taxable	1060	Personnel Services	0.00	15,442	(15,442)	0
001	Airport Police	0107	Overtime	1080	Personnel Services	16,542.75	0	16,550	16,550
001	Airport Police	0107	Fica City Portion	1090	Personnel Services	85,006.61	6,781	78,239	85,020
001	Airport Police	0107	Tms City Portion	1100	Personnel Services	69,812.36	66,752	3,068	69,820
001	Airport Police	0107	Hosp Insurance	1110	Personnel Services	209,321.90	192,948	16,382	209,330
001	Airport Police	0107	Work Compensation	1120	Personnel Services	84,000.00	84,000	0	84,000
001	Airport Police	0107	Unemp Insurance	1140	Personnel Services	20,613.96	20,614	6	20,620
001	Airport Police	0107	Unemp Insurance	1140	Personnel Services	0.00	1,701	(1,701)	0
001	Airport Police	0107	Office Supplies	2010	Personnel Services Total	1,338,608.39	1,338,609	101	1,338,710
001	Airport Police	0107	Minor Equipment, Instr. Tools	2120	Supplies	0.00	300	(300)	0
001	Airport Police	0107	Minor Equipment, Instr. Tools	2120	Supplies	0.00	200	(200)	0
001	Airport Police	0107	Hire Of Equipment-Gar-Vehicles	3210	Supplies Total	0.00	500	(500)	0
001	Airport Police	0107	Travel	3510	Contractual Services	103,752.60	137,814	(34,054)	103,760
001	Airport Police	0107	Dues & Subscriptions	3520	Contractual Services	19.35	2,550	(2,520)	30
001	Airport Police	0107	Dues & Subscriptions	3530	Contractual Services	260.00	200	70	270
001	Airport Police	0107	Training,Registration Fees,Etc	3530	Contractual Services	717.00	1,500	(770)	730
001	Airport Police	0107	Training,Registration Fees,Etc	3530	Contractual Services	104,748.95	142,064	(37,274)	104,790
001	Airport Police	0107	Miscellaneous	6990	Contractual Services Total	0.00	500	(500)	0
001	Airport Police	0107	Miscellaneous	6990	Miscellaneous Total	0.00	500	(500)	0
Airport Police Total									
001	Communications	0108	Base Salary	1010	Personnel Services	1,443,357.34	1,481,673	(38,173)	1,443,500
001	Communications	0108	Longevity	1020	Personnel Services	681,139.71	805,491	(224,341)	681,150
001	Communications	0108	Compensated Absences	1050	Personnel Services	11,709.00	13,326	(1,606)	11,720
001	Communications	0108	Vacation Buyback	1055	Personnel Services	112,843.27	0	112,850	112,850
001	Communications	0108	Other Pay - Taxable	1060	Personnel Services	0.00	15,449	(15,449)	0
001	Communications	0108	Overtime	1080	Personnel Services	14,952.36	0	14,960	14,960
001	Communications	0108	Fica City Portion	1090	Personnel Services	131,221.99	8,712	122,518	131,230
001	Communications	0108	Tms City Portion	1100	Personnel Services	69,627.86	81,242	(11,602)	69,640
001	Communications	0108	Hosp Insurance	1110	Personnel Services	209,248.35	234,830	(25,570)	209,260
001	Communications	0108	Work Compensation	1120	Personnel Services	176,376.00	176,376	0	176,376
001	Communications	0108	Work Compensation	1120	Personnel Services	2,352.96	2,353	7	2,360
001	Communications	0108	Unemp Insurance	1140	Personnel Services	0.00	2,076	(2,076)	0
001	Communications	0108	Vacancies	1150	Personnel Services	0.00	(30,000)	30,000	0
001	Communications	0108	Vacancies	1150	Personnel Services Total	0.00	(30,000)	30,000	0
001	Communications	0108	Office Supplies	2010	Supplies	1,409,471.50	1,409,855	(309)	1,409,546
001	Communications	0108	Educational/Training Supplies	2020	Supplies	2,696.38	3,000	(290)	2,710
001	Communications	0108	Minor Furniture & Fixtures	2115	Supplies	1,094.89	1,500	(400)	1,100
001	Communications	0108	Minor Equipment, Instr. Tools	2120	Supplies	73.76	0	80	80
001	Communications	0108	Minor Equipment, Instr. Tools	2120	Supplies	531.39	2,000	(1,460)	540
001	Communications	0108	Electrical Parts & Supplies	2140	Supplies	205.08	0	220	220
001	Communications	0108	Minor Computer Hdwre & Supph	2155	Supplies	69.67	0	80	80
001	Communications	0108	Minor Computer Hdwre & Supph	2155	Supplies	464.11	2,300	(1,830)	470
001	Communications	0108	Computer Software & Supplies	2160	Supplies	809.03	500	320	820
001	Communications	0108	Food	2200	Supplies	809.03	500	320	820
001	Communications	0108	Clothing, Dry Goods, Etc	2570	Supplies	394.80	800	(400)	400
001	Communications	0108	Clothing, Dry Goods, Etc	2570	Supplies	0.00	200	(200)	0
001	Communications	0108	Postage	2620	Supplies	0.00	200	(200)	0
001	Communications	0108	Security Badges/Decal Suppl	2630	Supplies	706.58	350	370	720
001	Communications	0108	Security Badges/Decal Suppl	2630	Supplies	7,045.69	10,650	(3,610)	7,140
001	Communications	0108	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	409.98	0	420	420
001	Communications	0108	Equipment Rental-External	3212	Contractual Services	1,335.67	2,800	(1,450)	1,350
001	Communications	0108	Binding, Printing & Reproduct	3240	Contractual Services	587.83	200	400	600
001	Communications	0108	Temporary Help	3280	Contractual Services	81,586.61	75,000	6,600	81,600
001	Communications	0108	Wrecker Services	3320	Contractual Services	0.00	100	(100)	0
001	Communications	0108	Spec Postage/Express Shipping	3360	Contractual Services	10.96	0	20	20
001	Communications	0108	Other Special Services	3390	Contractual Services	219.97	800	(570)	230
001	Communications	0108	Travel	3510	Contractual Services	3,351.44	5,000	(1,640)	3,360
001	Communications	0108	Dues & Subscriptions	3520	Contractual Services	266.50	700	(420)	280
001	Communications	0108	Legal/Tech Reference Materials	3525	Contractual Services	0.00	198	(198)	0
001	Communications	0108	Legal/Tech Reference Materials	3530	Contractual Services	2,316.47	5,000	(2,670)	2,330
001	Communications	0108	Training,Registration Fees,Etc	3530	Contractual Services	20,387.00	20,387	0	20,387
001	Communications	0108	Training,Registration Fees,Etc	3530	Contractual Services	20,387.00	20,387	0	20,387

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Communications	0108	Other	3990	Contractual Services	1,767.50	660	1,150	1,810
					Contractual Services Total	1,767.50			
					Maintenance Of Equipment	1,115.75	1,000	1,542	1,130
					Maintenance Of Equipment Total	1,115.75			
001	Communications	0108	Noncontractual Hardware Repair	5101					
					Maintenance Of Equipment Total	1,529,902.87	1,532,350	(2,147)	1,530,203
001	Special Operations - Step	0109	Overtime	1080	Personnel Services	19,905.90	27,899	(7,979)	19,920
001	Special Operations - Step	0109	Fica City Portion	1090	Personnel Services	1,488.57	2,134	(634)	1,500
001	Special Operations - Step	0109	Trims City Portion	1100	Personnel Services	4,418.71	6,169	(1,738)	4,430
					Personnel Services Total	25,813.18	36,202	(10,352)	25,850
					Personnel Services Total	25,813.18	36,202	(10,352)	25,850
					Personnel Services Total	542,264.02	610,304	(68,034)	542,270
001	Special Operations - Step Total	0111	Base Salary	1010	Personnel Services	542,264.02	3,183	(3,183)	0
001	Police Administration	0111	Part Time/Temp Employees	1015	Personnel Services	0.00	12,770	(12,770)	0
001	Police Administration	0111	Longevity	1020	Personnel Services	12,756.00	12,945	(175)	5,400
001	Police Administration	0111	Certification Supplement	1030	Personnel Services	5,400.00	0	0	6,636
001	Police Administration	0111	Educational Incentive	1040	Personnel Services	6,636.00	0	0	72,380
001	Police Administration	0111	Compensated Absences	1050	Personnel Services	72,374.11	0	(72,380)	0
001	Police Administration	0111	Vacation Buyback	1060	Personnel Services	0.00	10,034	(10,034)	0
001	Police Administration	0111	Other Pay - Taxable	1080	Personnel Services	12,554.62	3,000	9,560	12,560
001	Police Administration	0111	Overtime	1090	Personnel Services	17,945.27	3,771	14,189	17,960
001	Police Administration	0111	Fica City Portion	1100	Personnel Services	50,237.61	52,082	(1,832)	50,250
001	Police Administration	0111	Trims City Portion	1110	Personnel Services	150,897.21	152,586	(1,688)	150,910
001	Police Administration	0111	Hosp Insurance	1120	Personnel Services	67,955.03	78,180	(10,210)	67,970
001	Police Administration	0111	Work Compensation	1140	Personnel Services	9,081.96	9,082	8	9,090
					Personnel Services Total	0.00	1,359	(1,359)	0
001	Police Administration	0111	Unemp Insurance	2010	Supplies	948,101.83	948,572	(376)	948,196
001	Police Administration	0111	Office Supplies	2020	Supplies	3,842.33	6,000	(2,150)	3,850
001	Police Administration	0111	Educational/Training Supplies	2115	Supplies	1,043.96	1,000	50	1,050
001	Police Administration	0111	Minor Furniture & Fixtures	2120	Supplies	0.00	2,000	(2,000)	0
001	Police Administration	0111	Minor Equipment, Instr, Tools	2155	Supplies	1,588.35	500	1,100	1,600
001	Police Administration	0111	Minor Computer Hrdwre & Perph	2160	Supplies	406.05	200	220	420
001	Police Administration	0111	Computer Software & Supplies	2200	Supplies	2,608.32	3,000	(380)	2,620
001	Police Administration	0111	Food	2320	Supplies	2,450.69	1,200	1,260	2,460
001	Police Administration	0111	Medical Supplies	2570	Supplies	2,121.79	3,250	(1,120)	2,130
					Supplies	77,411.96	84,483	(7,073)	77,420
					Supplies Total	91,473.45	101,643	(10,093)	91,550
001	Police Administration	0111	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	50,327.72	60,922	(10,593)	50,340
001	Police Administration	0111	Equipment Rental-External	3212	Contractual Services	25,968.65	26,430	(450)	25,980
001	Police Administration	0111	Laundry & Cleaning	3230	Contractual Services	41,132.00	31,000	10,140	41,140
001	Police Administration	0111	Binding, Printing & Reproduct	3240	Contractual Services	4,366.56	6,000	(1,620)	4,380
001	Police Administration	0111	Notary Bonds	3270	Contractual Services	1,065.00	800	280	1,080
001	Police Administration	0111	Temporary Help	3280	Contractual Services	4,106.20	0	4,120	4,120
001	Police Administration	0111	Spec Postage/Express Shipping	3360	Contractual Services	249.37	250	10	260
001	Police Administration	0111	Other Special Services	3390	Contractual Services	26,639.61	20,000	6,650	26,650
001	Police Administration	0111	Software Maintenance	3405	Contractual Services	1,780.00	1,650	140	1,790
001	Police Administration	0111	Travel	3510	Contractual Services	4,065.89	12,000	(7,920)	4,080
001	Police Administration	0111	Dues & Subscriptions	3520	Contractual Services	1,407.00	2,586	(1,166)	1,420
001	Police Administration	0111	Legal/Tech Reference Materials	3525	Contractual Services	109.50	2,680	(2,680)	120
001	Police Administration	0111	Training, Registration Fees, Etc	3530	Contractual Services	2,022.00	4,000	(1,970)	2,030
001	Police Administration	0111	Educational Assistance	3540	Contractual Services	13,438.28	13,500	(50)	13,450
					Contractual Services	(12.97)	0	0	0
					Contractual Services Total	176,664.81	181,938	(5,098)	176,840
001	Police Administration	0111	Buildings & Grounds	4010	Maintenance Of Structures	316.50	500	(170)	330
001	Police Administration	0111	Miscellaneous	6990	Maintenance Of Structures Total	316.50	500	(170)	330
					Miscellaneous	2,731.96	2,200	540	2,740
					Miscellaneous Total	2,731.96	2,200	540	2,740
					Miscellaneous Total	1,219,288.55	1,234,853	(15,197)	1,219,656
001	Police Administration Total	0112	Base Salary	1010	Personnel Services	1,231,677.59	1,349,512	(117,822)	1,231,690
001	Support Services Bureau	0112	Part Time/Temp Employees	1015	Personnel Services	11,646.67	49,920	(38,260)	11,660
001	Support Services Bureau	0112	Longevity	1020	Personnel Services	21,636.00	23,592	(1,942)	21,650
001	Support Services Bureau	0112	Certification Supplement	1030	Personnel Services	16,585.00	17,880	(1,280)	16,600
001	Support Services Bureau	0112	Educational Incentive	1040	Personnel Services	22,612.00	20,952	1,668	22,520
001	Support Services Bureau	0112	Compensated Absences	1050	Personnel Services	179,174.21	0	179,180	179,180
001	Support Services Bureau	0112	Vacation Buyback	1060	Personnel Services	0.00	12,166	(12,166)	0
					Personnel Services	30,564.82	3,000	27,570	30,570

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Support Services Bureau	0112	Overtime	1080	Personnel Services	22,649.22	38,387	(15,727)	22,660
001	Support Services Bureau	0112	Fica City Portion	1090	Personnel Services	114,466.67	129,294	(14,814)	114,480
001	Support Services Bureau	0112	Tmrs City Portion	1100	Personnel Services	339,506.47	362,974	(23,454)	339,520
001	Support Services Bureau	0112	Hosp Insurance	1110	Personnel Services	224,994.00	224,964	0	224,964
001	Support Services Bureau	0112	Work Compensation	1120	Personnel Services	22,881.96	22,882	8	22,890
001	Support Services Bureau	0112	Unemp Insurance	1140	Personnel Services	0.00	3,282	(3,282)	0
001	Support Services Bureau	0112	Vacancies	1150	Personnel Services	0.00	(20,000)	20,000	0
001	Support Services Bureau	0112	Office Supplies	2010	Supplies	2,238,264.61	2,238,805	(421)	2,238,384
001	Support Services Bureau	0112	Educational/Training Supplies	2020	Supplies	16,818.61	19,000	(1,170)	18,830
001	Support Services Bureau	0112	Motor Vehicle Supplies	2110	Supplies	2,314.86	2,000	320	2,320
001	Support Services Bureau	0112	Minor Furniture & Fixtures	2115	Supplies	28.27	0	40	40
001	Support Services Bureau	0112	Minor Equipment, Instr, Tools	2120	Supplies	1,434.34	2,000	(560)	1,440
001	Support Services Bureau	0112	Electrical Parts & Supplies	2120	Supplies	9,254.21	9,000	260	9,260
001	Support Services Bureau	0112	Minor Computer Hrdwre & Perph	2140	Supplies	12.97	250	(230)	20
001	Support Services Bureau	0112	Computer Software & Supplies	2155	Supplies	4,004.62	0	4,010	4,010
001	Support Services Bureau	0112	Welding Supplies	2160	Supplies	6,347.57	4,000	2,360	6,360
001	Support Services Bureau	0112	Food	2170	Supplies	208.44	360	(140)	220
001	Support Services Bureau	0112	Janitorial Supplies	2200	Supplies	2,948.47	1,250	1,710	2,960
001	Support Services Bureau	0112	Chemicals & Insecticides	2310	Supplies	2,153.13	2,000	160	2,160
001	Support Services Bureau	0112	Ammunition	2330	Supplies	531.65	200	340	540
001	Support Services Bureau	0112	Clothing, Dry Goods, Etc	2540	Supplies	72,693.29	64,000	8,700	72,700
001	Support Services Bureau	0112	Safety Supplies & Minor Equip	2570	Supplies	4,390.93	2,500	1,900	4,400
001	Support Services Bureau	0112		2640	Supplies	142.42	150	0	150
001	Support Services Bureau	0112	Light & Power	3030	Supplies Total	125,283.78	106,710	18,700	125,410
001	Support Services Bureau	0112	Water	3040	Contractual Services	12,372.10	17,000	(4,620)	12,380
001	Support Services Bureau	0112	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	960.85	1,500	(530)	970
001	Support Services Bureau	0112	Equipment Rental-External	3212	Contractual Services	180,124.71	138,065	42,065	180,130
001	Support Services Bureau	0112	Advertising	3220	Contractual Services	1,466.85	0	1,480	1,480
001	Support Services Bureau	0112	Lodging Of Prisoners	3237	Contractual Services	5,789.63	7,000	(1,200)	5,800
001	Support Services Bureau	0112	Binding, Printing & Reproduct	3240	Contractual Services	0.00	217,000	(217,000)	0
001	Support Services Bureau	0112	Credit Bureau Fees	3260	Contractual Services	429.69	1,000	(560)	440
001	Support Services Bureau	0112	Temporary Help	3280	Contractual Services	456.73	680	(210)	470
001	Support Services Bureau	0112	Spec Postage/Express Shipping	3360	Contractual Services	31,342.05	0	31,350	31,350
001	Support Services Bureau	0112	Other Special Services	3390	Contractual Services	857.58	250	620	870
001	Support Services Bureau	0112	Medical Examinations	3480	Contractual Services	13,382.15	10,625	2,765	13,390
001	Support Services Bureau	0112	Travel	3510	Contractual Services	8,900.00	13,250	(4,340)	8,910
001	Support Services Bureau	0112	Dues & Subscriptions	3520	Contractual Services	4,067.84	15,000	(10,920)	4,080
001	Support Services Bureau	0112	Training,Registration Fees,Etc	3530	Contractual Services	2,014.40	2,000	20	2,020
001	Support Services Bureau	0112	Educational Assistance	3540	Contractual Services	6,167.50	8,100	(1,920)	6,180
001	Support Services Bureau	0112	Rent	3920	Contractual Services	5,805.04	8,700	(2,880)	5,820
001	Support Services Bureau	0112	Other	3990	Contractual Services	30.04	0	40	40
001	Support Services Bureau	0112	Buildings & Grounds	4010	Contractual Services Total	3,281.10	3,150	140	3,290
001	Support Services Bureau	0112	Mach/Tools/Implements	5110	Maintenance Of Structures	277,448.26	443,320	(165,700)	277,620
001	Support Services Bureau	0112	Instruments & Apparatus(Major)	5120	Maintenance Of Structures Total	3,305.95	2,500	820	3,320
001	Support Services Bureau	0112	Miscellaneous	6990	Maintenance Of Equipment	561.34	500	70	570
001	Support Services Bureau	0112			Maintenance Of Equipment	2,861.79	2,000	870	2,870
001	Support Services Bureau	0112			Maintenance Of Equipment Total	3,423.13	2,500	940	3,440
001	Support Services Bureau	0112			Miscellaneous	1,344.72	1,200	150	1,350
001	Support Services Bureau	0112			Miscellaneous Total	1,344.72	1,200	150	1,350
001	Support Services Bureau	0113	Base Salary	1010	Personnel Services	2,649,070.45	2,795,035	(145,511)	2,649,524
001	Support Services Bureau	0113	Longevity	1020	Personnel Services	4,568,459.95	5,624,236	(1,055,766)	4,568,470
001	Support Services Bureau	0113	Certification Supplement	1030	Personnel Services	66,006.00	74,280	(8,260)	66,020
001	Support Services Bureau	0113	Educational Incentive	1040	Personnel Services	88,475.00	86,520	1,970	88,490
001	Support Services Bureau	0113	Compensated Absences	1050	Personnel Services	127,264.50	134,520	(7,260)	127,270
001	Support Services Bureau	0113	Vacation Buyback	1055	Personnel Services	1,110,257.00	0	1,110,270	1,110,270
001	Support Services Bureau	0113	Other Pay - Taxable	1060	Personnel Services	0.00	69,426	(69,426)	0
001	Support Services Bureau	0113	Overtime	1080	Personnel Services	82,273.50	12,600	69,680	82,280
001	Support Services Bureau	0113	Fica City Portion	1090	Personnel Services	227,748.08	183,456	44,304	227,760
001	Support Services Bureau	0113	Tmrs City Portion	1100	Personnel Services	466,428.66	500,916	(34,479)	466,440
001	Support Services Bureau	0113	Hosp Insurance	1110	Personnel Services	1,384,051.71	1,461,645	(77,585)	1,384,060
001	Support Services Bureau	0113	Work Compensation	1120	Personnel Services	810,396.00	810,396	0	810,396
001	Support Services Bureau	0113	Unemp Insurance	1140	Personnel Services	150,581.04	150,581	9	150,590
001	Support Services Bureau	0113			Personnel Services	4,115.88	12,714	(8,584)	4,130

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Field Operations Bureau	0113	Vacancies	1150	Personnel Services	0.00	(35,000)	35,000	0
001	Field Operations Bureau	0113	Office Supplies	2010	Supplies	9,086,057.32	9,086,290	(114)	9,086,176
001	Field Operations Bureau	0113	Minor Furniture & Fixtures	2115	Supplies	12,968.12	10,800	2,180	12,980
001	Field Operations Bureau	0113	Minor Equipment, Instr. Tools	2120	Supplies	593.97	2,000	(1,400)	600
001	Field Operations Bureau	0113	Computer Software & Supplies	2160	Supplies	30,821.99	32,500	(1,670)	30,830
001	Field Operations Bureau	0113	Food	2200	Supplies	5,926.41	3,400	2,540	5,940
001	Field Operations Bureau	0113	Chemicals & Insecticides	2330	Supplies	477.43	1,000	(510)	490
001	Field Operations Bureau	0113	Animal Feed	2530	Supplies	750.00	300	460	760
001	Field Operations Bureau	0113	Clothing, Dry Goods, Etc	2570	Supplies	4,622.83	4,000	630	4,630
001	Field Operations Bureau	0113	Photographic Supplies	2650	Supplies	1,746.00	0	1,760	1,760
001	Field Operations Bureau	0113	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	1,818.79	4,000	(2,170)	1,830
001	Field Operations Bureau	0113	Advertising	3220	Contractual Services	59,725.54	58,000	1,820	59,820
001	Field Operations Bureau	0113	Employee Relocation Costs	3263	Contractual Services	1,431,090.03	1,438,075	(6,975)	1,431,100
001	Field Operations Bureau	0113	Temporary Help	3280	Contractual Services	0.00	500	(500)	0
001	Field Operations Bureau	0113	Wrecker Services	3320	Contractual Services	757.59	0	770	770
001	Field Operations Bureau	0113	Software Maintenance	3405	Contractual Services	344,764.10	339,639	5,131	344,770
001	Field Operations Bureau	0113	Veterinary Fees	3460	Contractual Services	864.95	1,000	(130)	870
001	Field Operations Bureau	0113	Travel	3510	Contractual Services	500.00	5,000	0	500
001	Field Operations Bureau	0113	Dues & Subscriptions	3520	Contractual Services	6,287.82	6,000	1,300	6,300
001	Field Operations Bureau	0113	Training, Registration Fees, Etc	3530	Contractual Services	6,701.55	14,000	(7,290)	6,710
001	Field Operations Bureau	0113	Instruments & Apparatus(Major)	5120	Contractual Services	1,266.00	1,712	(442)	1,280
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	19,993.00	14,000	6,000	20,000
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,812,225.04	1,814,426	(2,126)	1,812,300
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	6,878.60	9,000	(2,110)	6,890
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,016.71	1,600	(570)	1,030
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,016.71	1,600	(570)	1,030
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	10,965,903.21	10,969,316	(3,100)	10,966,216
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,189,915.00	2,644,340	(454,410)	2,189,930
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	50,280.00	51,852	(1,562)	50,290
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	59,235.00	58,440	810	59,250
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	61,606.00	56,736	4,884	61,620
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	324,691.11	0	324,700	324,700
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	29,979	(29,979)	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	87,500.25	31,596	55,914	87,510
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	156,277.39	107,795	48,495	156,290
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	215,834.45	212,168	3,672	215,840
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	646,907.68	614,063	32,867	646,920
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	276,360.00	276,360	0	276,360
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	61,140.00	61,140	0	61,140
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	5,278	(5,278)	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	(20,000)	20,000	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	4,129,746.88	4,129,747	103	4,129,850
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	13,145.23	13,000	160	13,160
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,114.61	500	620	1,120
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,610.58	3,000	(1,380)	1,620
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	7,950.05	15,000	(7,040)	7,960
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,527.26	2,949	(409)	2,540
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	11,319.72	1,225	10,105	11,330
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,054.40	0	1,060	1,060
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	0.00	650	(650)	0
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,772.96	2,000	780	2,780
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	572.38	1,000	(420)	580
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	42,067.19	39,324	2,826	42,150
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	674.97	0	680	680
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,958.03	0	2,970	2,970
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,033.62	0	2,040	2,040
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	406,480.31	401,992	4,498	406,490
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	58,380.00	61,800	(3,410)	58,390
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	2,191.48	700	1,500	2,200
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	50,000.00	50,000	0	50,000
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	8,135.43	16,500	(8,350)	8,150
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	1,641.96	2,075	(425)	1,650
001	Field Operations Bureau	0113	Miscellaneous	6990	Miscellaneous	8,225.98	8,000	240	8,240

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Investigative Services Bureau	0114	Rent	3920	Contractual Services	18,756.00	21,660	(2,890)	18,770
001	Investigative Services Bureau	0114	Other	3990	Contractual Services	24,529.20	24,360	180	24,540
					Contractual Services Total	584,006.98	587,087	(2,967)	584,120
001	Investigative Services Bureau	0114	Instruments & Apparatus(Major)	6120	Maintenance Of Equipment	0.00	1,000	(1,000)	0
					Maintenance Of Equipment Total	0.00	1,000	(1,000)	0
001	Investigative Services Bureau	0114	Miscellaneous	6990	Miscellaneous	659.19	1,000	(330)	670
					Miscellaneous Total	659.19	1,000	(330)	670
	Investigative Services Bureau Total					4,756,480.24	4,758,158	(1,368)	4,756,790
001	Fire	0115	Base Salary	1010	Personnel Services	6,843,430.91	8,724,264	(1,880,824)	6,843,440
001	Fire	0115	Part Time/Temp Employees	1015	Personnel Services	31,512.00	49,920	(18,400)	31,520
001	Fire	0115	Longevity	1020	Personnel Services	129,495.00	142,194	(12,684)	129,510
001	Fire	0115	Certification Supplement	1030	Personnel Services	183,165.00	184,308	(1,128)	183,180
001	Fire	0115	Educational Incentive	1040	Personnel Services	134,185.00	132,864	1,336	134,200
001	Fire	0115	Compensated Absences	1050	Personnel Services	1,203,562.67	0	1,203,570	1,203,570
001	Fire	0115	Vacation Buyback	1055	Personnel Services	0.00	124,940	(124,940)	0
001	Fire	0115	Car Allowance	1059	Personnel Services	5,772.00	0	5,780	5,780
001	Fire	0115	Other Pay - Taxable	1060	Personnel Services	157,840.14	0	157,850	157,850
001	Fire	0115	Overtime	1080	Personnel Services	810,604.03	242,585	568,025	810,610
001	Fire	0115	Fica City Portion	1090	Personnel Services	134,270.14	115,851	18,429	134,280
001	Fire	0115	Tmrs City Portion	1100	Personnel Services	29,504.02	6,751	22,759	29,510
001	Fire	0115	Hosp Insurance	1110	Personnel Services	1,256,064.00	1,256,064	0	1,256,064
001	Fire	0115	Work Compensation	1120	Personnel Services	149,444.04	149,444	6	149,450
001	Fire	0115	Firemans Relief & Retirement	1130	Personnel Services	1,876,207.82	1,798,639	77,581	1,876,220
001	Fire	0115	Unemp Insurance	1140	Personnel Services	0.00	17,234	(17,234)	0
					Personnel Services Total	12,945,056.77	12,945,058	126	12,945,184
001	Fire	0115	Office Supplies	2010	Supplies	6,185.01	7,000	(800)	6,200
001	Fire	0115	Educational/Training Supplies	2020	Supplies	7,951.49	3,000	4,960	7,960
001	Fire	0115	Motor Vehicle Supplies	2110	Supplies	48.48	0	60	60
001	Fire	0115	Minor Furniture & Fixtures	2115	Supplies	5,683.79	25,400	(19,710)	5,690
001	Fire	0115	Minor Equipment, Instr., Tools	2120	Supplies	40,116.95	38,000	2,130	40,130
001	Fire	0115	Electrical Parts & Supplies	2140	Supplies	780.56	6,471	(5,681)	790
001	Fire	0115	Minor Computer Hdwre & Perph	2155	Supplies	3,705.38	0	3,720	3,720
001	Fire	0115	Computer Software & Supplies	2160	Supplies	8,788.21	5,200	3,600	8,800
001	Fire	0115	Welding Supplies	2170	Supplies	84.60	100	(10)	90
001	Fire	0115	Food	2200	Supplies	1,633.12	3,000	(1,360)	1,640
001	Fire	0115	Janitorial Supplies	2310	Supplies	24,474.66	18,000	6,480	24,480
001	Fire	0115	Medical Supplies	2320	Supplies	303.00	300	10	310
001	Fire	0115	Chemicals & Insecticides	2330	Supplies	17,276.67	7,150	10,140	17,280
001	Fire	0115	Botanical & Agricultural Supl	2520	Supplies	451.84	1,148	(688)	460
001	Fire	0115	Clothing, Dry Goods, Etc	2570	Supplies	94,536.71	100,000	(5,450)	94,550
001	Fire	0115	Postage	2620	Supplies	5.23	1,100	(1,080)	20
001	Fire	0115	Security Badges/Decal Suppl	2630	Supplies	87.00	0	100	100
001	Fire	0115	Safety Supplies & Minor Equip	2640	Supplies	199.00	500	(290)	210
					Supplies Total	212,311.70	216,369	(3,899)	212,500
001	Fire	0115	Water	3040	Contractual Services	17,944.61	26,000	(8,050)	17,950
001	Fire	0115	Gen Lab/Workers Comp Penalty	3113	Contractual Services	0.00	(5,266)	5,266	0
001	Fire	0115	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	1,040,494.61	1,043,503	(3,003)	1,040,500
001	Fire	0115	Equipment Rental-External	3212	Contractual Services	4,082.24	5,200	(1,100)	4,100
001	Fire	0115	Advertising	3220	Contractual Services	967.50	600	380	980
001	Fire	0115	Laundry & Cleaning	3230	Contractual Services	49,166.06	45,000	4,180	49,180
001	Fire	0115	Blinding, Printing & Reproduct	3240	Contractual Services	0.00	750	(750)	0
001	Fire	0115	Employee Relocation Costs	3263	Contractual Services	5,304.16	0	5,310	5,310
001	Fire	0115	Notary Bonds	3270	Contractual Services	0.00	100	(100)	0
001	Fire	0115	Temporary Help	3280	Contractual Services	0.00	845	(845)	0
001	Fire	0115	Grounds Maintenance	3370	Contractual Services	6,598.74	1,500	(1,500)	6,610
001	Fire	0115	Other Special Services	3380	Contractual Services	0.00	0	6,610	6,610
001	Fire	0115	Travel	3510	Contractual Services	10,956.63	12,000	(1,030)	10,970
001	Fire	0115	Dues & Subscriptions	3520	Contractual Services	428.00	1,000	(560)	440
001	Fire	0115	Training,Registration Fees,Etc	3530	Contractual Services	1,153.00	9,750	(8,590)	1,160
001	Fire	0115	Educational Assistance	3540	Contractual Services	630.60	0	640	640
001	Fire	0115	Employee Awards	3550	Contractual Services	6,946.59	4,500	2,460	6,960
					Contractual Services Total	1,144,682.74	1,145,482	(682)	1,144,800
					Maintenance Of Structures	13,258.93	2,500	10,770	13,270
					Maintenance Of Structures Total	13,258.93	2,500	10,770	13,270

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Fire	0115	Furniture/Fixtures/Furnishings	5020	Maintenance Of Equipment	0.00	1,000	(1,000)	0
001	Fire	0115	Mach/T tools/implements	5110	Maintenance Of Equipment	2,629.59	3,000	(360)	2,640
001	Fire	0115	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	7,807.52	9,000	(1,180)	7,820
					Maintenance Of Equipment Total	10,437.11	13,000	(2,540)	10,460
001	Fire	0115	Miscellaneous	6990	Miscellaneous	0.00	4,998	(4,998)	0
					Miscellaneous Total	0.00	4,998	(4,998)	0
001	Fire	0115	Fire Fighting Equipment	8470	Capital - Equipment	19,356.00	20,700	(1,330)	19,370
					Capital - Equipment Total	19,356.00	20,700	(1,330)	19,370
					Fire Total	14,345,103.25	14,348,107	(2,523)	14,345,584
001	Fire Training	0116	Base Salary	1010	Personnel Services	201,412.39	238,004	(36,584)	201,420
001	Fire Training	0116	Longevity	1020	Personnel Services	4,923.00	5,127	(197)	4,930
001	Fire Training	0116	Certification Supplement	1030	Personnel Services	4,140.00	4,320	(170)	4,150
001	Fire Training	0116	Educational Incentive	1040	Personnel Services	3,869.00	4,992	(1,112)	3,880
001	Fire Training	0116	Compensated Absences	1050	Personnel Services	21,188.11	0	21,200	21,200
001	Fire Training	0116	Vacation Buyback	1055	Personnel Services	0.00	7,363	(7,363)	0
001	Fire Training	0116	Other Pay - Taxable	1060	Personnel Services	9,900.78	0	9,910	9,910
001	Fire Training	0116	Overtime	1080	Personnel Services	13,346.44	0	13,360	13,360
001	Fire Training	0116	Fica City Portion	1090	Personnel Services	4,334.47	4,444	(104)	4,340
001	Fire Training	0116	Tmrs City Portion	1100	Personnel Services	6,379.25	5,755	635	6,390
001	Fire Training	0116	Hosp Insurance	1110	Personnel Services	23,592.00	23,592	0	23,592
001	Fire Training	0116	Work Compensation	1120	Personnel Services	3,855.00	3,855	0	3,855
001	Fire Training	0116	Firemans Relief & Retirement	1130	Personnel Services	46,563.11	45,564	1,006	46,570
001	Fire Training	0116	Unemp Insurance	1140	Personnel Services	0.00	488	(488)	0
					Personnel Services Total	343,503.55	343,504	93	343,597
001	Fire Training	0116	Office Supplies	2010	Supplies	1,808.72	1,050	770	1,820
001	Fire Training	0116	Educational/Training Supplies	2020	Supplies	21,997.40	27,810	(5,800)	22,010
001	Fire Training	0116	Minor Furniture & Fixtures	2115	Supplies	901.58	1,300	(390)	910
001	Fire Training	0116	Minor Equipment, Instr, Tools	2120	Supplies	7,457.13	5,385	2,085	7,470
001	Fire Training	0116	Heating Fuel Supplies	2150	Supplies	1,037.00	1,150	(100)	1,050
001	Fire Training	0116	Janitorial Supplies	2310	Supplies	615.41	670	(40)	630
001	Fire Training	0116	Clothing, Dry Goods, Etc	2570	Supplies	17,611.25	0	17,620	17,620
					Supplies Total	51,428.49	37,365	14,145	51,510
001	Fire Training	0116	Hire Of Equipment-Gar,Vehicles	3210	Contractual Services	27,676.93	27,738	(48)	27,690
001	Fire Training	0116	Equipment Rental-External	3212	Contractual Services	9,703.08	11,700	(1,990)	9,710
001	Fire Training	0116	Exterminator	3310	Contractual Services	350.00	1,000	(640)	360
001	Fire Training	0116	Grounds Maintenance	3370	Contractual Services	287.97	1,160	(860)	300
001	Fire Training	0116	Other Special Services	3390	Contractual Services	114.25	11,375	(11,265)	120
001	Fire Training	0116	Travel	3510	Contractual Services	5,680.07	5,360	330	5,690
001	Fire Training	0116	Dues & Subscriptions	3520	Contractual Services	356.75	900	(530)	370
001	Fire Training	0116	Training,Registration Fees,Etc	3530	Contractual Services	5,745.00	3,720	2,040	5,760
					Contractual Services Total	49,914.05	62,953	(12,953)	50,000
001	Fire Training	0116	Buildings & Grounds	4010	Maintenance Of Structures	2,742.04	5,250	(2,500)	2,750
					Maintenance Of Structures Total	2,742.04	5,250	(2,500)	2,750
001	Fire Training	0116	Mach/T tools/implements	5110	Maintenance Of Equipment	393.97	320	80	400
001	Fire Training	0116	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	322.77	150	180	330
					Maintenance Of Equipment Total	716.74	470	260	730
					Fire Training Total	448,304.87	449,542	(955)	448,587
001	Fire Prevention	0119	Base Salary	1010	Personnel Services	437,972.85	516,973	(78,993)	437,980
001	Fire Prevention	0119	Longevity	1020	Personnel Services	8,130.00	8,385	(245)	8,140
001	Fire Prevention	0119	Certification Supplement	1030	Personnel Services	9,840.00	10,080	(230)	9,850
001	Fire Prevention	0119	Educational Incentive	1040	Personnel Services	10,356.00	10,716	(346)	10,370
001	Fire Prevention	0119	Compensated Absences	1050	Personnel Services	30,208.28	0	30,220	30,220
001	Fire Prevention	0119	Vacation Buyback	1055	Personnel Services	0.00	10,944	(10,944)	0
001	Fire Prevention	0119	Other Pay - Taxable	1060	Personnel Services	15,642.33	0	15,650	15,650
001	Fire Prevention	0119	Overtime	1080	Personnel Services	45,139.00	8,379	36,771	45,150
001	Fire Prevention	0119	Fica City Portion	1090	Personnel Services	9,523.67	9,018	512	9,530
001	Fire Prevention	0119	Tmrs City Portion	1100	Personnel Services	4,844.72	5,442	(592)	4,850
001	Fire Prevention	0119	Hosp Insurance	1110	Personnel Services	69,732.00	69,732	0	69,732
001	Fire Prevention	0119	Work Compensation	1120	Personnel Services	8,280.00	8,280	0	8,280
001	Fire Prevention	0119	Firemans Relief & Retirement	1130	Personnel Services	108,672.71	99,399	9,281	108,680
001	Fire Prevention	0119	Unemp Insurance	1140	Personnel Services	0.00	985	(985)	0
					Personnel Services Total	758,342.56	758,343	89	758,432
001	Fire Prevention	0119	Office Supplies	2010	Supplies	891.81	1,000	(100)	900
001	Fire Prevention	0119	Educational/Training Supplies	2020	Supplies	6,484.26	6,800	(310)	6,490

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
001	Fire Prevention	0119	Minor Furniture & Fixtures	2115	Supplies	1,308.06	1,370	(60)	1,320
001	Fire Prevention	0119	Minor Equipment, Instr, Tools	2120	Supplies	454.38	1,000	(540)	460
001	Fire Prevention	0119	Computer Software & Supplies	2160	Supplies	1,332.16	1,200	120	1,340
001	Fire Prevention	0119	Ammunition	2540	Supplies	2,299.25	2,000	310	2,310
001	Fire Prevention	0119	Fire Marshal Supplies	2550	Supplies	1,972.88	2,500	(520)	1,980
001	Fire Prevention	0119	Clothing, Dry Goods, Etc	2570	Supplies	18,553.40	30,000	(11,440)	18,560
001	Fire Prevention	0119	Postage	2620	Supplies	0.00	100	(100)	0
			Supplies Total			33,296.20	45,990	(12,630)	33,360
001	Fire Prevention	0119	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	61,057.33	61,304	(234)	61,070
001	Fire Prevention	0119	Binding, Printing & Reproduct	3240	Contractual Services	0.00	250	(250)	0
001	Fire Prevention	0119	Other Special Services	3390	Contractual Services	14,000.00	0	14,010	14,010
001	Fire Prevention	0119	Travel	3510	Contractual Services	5,444.75	5,500	(50)	5,450
001	Fire Prevention	0119	Dues & Subscriptions	3520	Contractual Services	1,462.66	1,500	(30)	1,470
001	Fire Prevention	0119	Training, Registration Fees,Etc	3530	Contractual Services	1,296.00	3,000	(1,690)	1,310
			Contractual Services Total			83,260.74	71,554	11,756	83,310
001	Fire Prevention	0119	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	623.93	1,000	(370)	630
			Maintenance Of Equipment Total			623.93	1,000	(370)	630
	Fire Prevention Total					875,523.43	876,887	(1,155)	875,732
001	Emergency Medical Service	0120	Base Salary	1010	Personnel Services	141,753.38	141,800	(40)	141,760
001	Emergency Medical Service	0120	Longevity	1020	Personnel Services	3,969.00	3,939	41	3,980
001	Emergency Medical Service	0120	Certification Supplement	1030	Personnel Services	1,440.00	1,440	0	1,440
001	Emergency Medical Service	0120	Performance Incentive	1035	Personnel Services	610,200.00	601,800	8,410	610,210
001	Emergency Medical Service	0120	Educational Incentive	1040	Personnel Services	3,000.00	3,000	0	3,000
001	Emergency Medical Service	0120	Compensated Absences	1050	Personnel Services	9,215.62	0	9,230	9,230
001	Emergency Medical Service	0120	Vacation Buyback	1055	Personnel Services	0.00	2,210	(2,210)	0
001	Emergency Medical Service	0120	Car Allowance	1059	Personnel Services	1,920.00	1,920	0	1,920
001	Emergency Medical Service	0120	Other Pay - Taxable	1060	Personnel Services	2,189.92	0	2,200	2,200
001	Emergency Medical Service	0120	Overtime	1080	Personnel Services	388.79	0	2,200	2,200
001	Emergency Medical Service	0120	Fica City Portion	1090	Personnel Services	1,018.96	1,413	(1,013)	400
001	Emergency Medical Service	0120	Tmrs City Portion	1100	Personnel Services	548.84	5,150	(10,516)	1,030
001	Emergency Medical Service	0120	Hosp Insurance	1110	Personnel Services	17,520.00	17,520	0	17,520
001	Emergency Medical Service	0120	Work Compensation	1120	Personnel Services	12,387.96	12,388	12	12,400
001	Emergency Medical Service	0120	Firemans Relief & Retirement	1130	Personnel Services	155,980.99	156,193	(203)	155,990
001	Emergency Medical Service	0120	Unemp Insurance	1140	Personnel Services	0.00	1,564	(1,564)	0
			Personnel Services Total			961,533.46	961,883	(243)	961,640
001	Emergency Medical Service	0120	Office Supplies	2010	Supplies	91.12	0	100	100
001	Emergency Medical Service	0120	Educational/Training Supplies	2020	Supplies	4,364.50	3,500	870	4,370
001	Emergency Medical Service	0120	Minor Equipment, Instr, Tools	2120	Supplies	22,140.98	7,150	16,000	22,150
001	Emergency Medical Service	0120	Minor Computer Hrdwre & Periph	2155	Supplies	209.34	0	220	220
001	Emergency Medical Service	0120	Computer Software & Supplies	2160	Supplies	1,078.10	300	790	1,090
001	Emergency Medical Service	0120	Welding Supplies	2170	Supplies	91.20	300	(200)	100
001	Emergency Medical Service	0120	Food	2200	Supplies	77.99	0	90	90
001	Emergency Medical Service	0120	Janitorial Supplies	2310	Supplies	177.60	0	190	190
001	Emergency Medical Service	0120	Medical Supplies	2320	Supplies	40,098.55	47,000	(6,890)	40,110
001	Emergency Medical Service	0120	Clothing, Dry Goods, Etc	2570	Supplies	435.90	3,950	(3,500)	450
001	Emergency Medical Service	0120	Postage	2620	Supplies	55.09	0	70	70
			Supplies Total			68,820.37	62,200	6,740	68,940
001	Emergency Medical Service	0120	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	290,692.33	256,137	34,563	290,700
001	Emergency Medical Service	0120	Binding, Printing & Reproduct	3240	Contractual Services	221.64	300	(70)	230
001	Emergency Medical Service	0120	Billing And Collection Fees	3250	Contractual Services	167,679.02	184,000	(16,310)	167,690
001	Emergency Medical Service	0120	Other Special Services	3390	Contractual Services	18,000.00	18,000	0	18,000
001	Emergency Medical Service	0120	Medical Examinations	3480	Contractual Services	5,500.10	43,000	(37,490)	5,510
001	Emergency Medical Service	0120	Travel	3510	Contractual Services	8,779.29	7,610	1,180	8,790
001	Emergency Medical Service	0120	Dues & Subscriptions	3520	Contractual Services	1,325.40	950	390	1,340
001	Emergency Medical Service	0120	Training, Registration Fees,Etc	3530	Contractual Services	18,118.65	12,025	6,105	18,130
001	Emergency Medical Service	0120	Educational Assistance	3540	Contractual Services	7,307.92	4,700	2,620	7,320
			Contractual Services Total			517,624.35	526,722	(9,012)	517,710
001	Emergency Medical Service	0120	Mach/Tools/Implements	5110	Maintenance Of Equipment	4,795.32	5,650	(840)	4,810
001	Emergency Medical Service	0120	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	12,640.63	15,200	(2,550)	12,650
			Maintenance Of Equipment Total			17,435.95	20,850	(3,390)	17,460
			Miscellaneous			770.00	2,210	(1,430)	780
			Miscellaneous Total			770.00	2,210	(1,430)	780
			Capital - Equipment			5,607.00	0	5,620	5,620
			Capital - Equipment Total			5,607.00	0	5,620	5,620

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
Emergency Medical Service Total									
001	Airport Fire Division	0122	Base Salary	1010	Personnel Services	1,571,791.13	1,573,865	(1,715)	1,572,150
001	Airport Fire Division	0122	Longevity	1020	Personnel Services	645,975.18	843,015	(197,026)	645,990
001	Airport Fire Division	0122	Certification Supplement	1030	Personnel Services	20,025.00	21,300	(1,260)	20,040
001	Airport Fire Division	0122	Educational Incentive	1040	Personnel Services	17,940.00	18,000	(60)	17,950
001	Airport Fire Division	0122	Compensated Absences	1050	Personnel Services	15,291.50	15,060	240	15,300
001	Airport Fire Division	0122	Vacation Buyback	1055	Personnel Services	107,297.13	0	107,310	107,310
001	Airport Fire Division	0122	Car Allowance	1059	Personnel Services	0.00	23,239	(23,239)	0
001	Airport Fire Division	0122	Other Pay - Taxable	1060	Personnel Services	1,780.88	3,752	(1,962)	1,790
001	Airport Fire Division	0122	Overtime	1080	Personnel Services	25,357.38	0	25,370	25,370
001	Airport Fire Division	0122	Fica City Portion	1090	Personnel Services	100,811.91	24,335	76,485	100,820
001	Airport Fire Division	0122	Hosp Insurance	1110	Personnel Services	10,611.77	8,356	2,264	10,620
001	Airport Fire Division	0122	Work Compensation	1120	Personnel Services	105,240.00	105,240	0	105,240
001	Airport Fire Division	0122	Fremans Relief & Retirement	1130	Personnel Services	14,076.96	14,077	13	14,090
001	Airport Fire Division	0122	Unemp Insurance	1140	Personnel Services	186,656.08	173,072	13,698	186,670
					Personnel Services	0.00	1,618	(1,618)	0
					Personnel Services Total	1,251,063.79	1,251,064	126	1,251,190
001	Airport Fire Division	0122	Office Supplies	2010	Supplies	0.00	150	(150)	0
001	Airport Fire Division	0122	Educational/Training Supplies	2020	Supplies	383.40	1,500	(1,110)	390
001	Airport Fire Division	0122	Minor Furniture & Fixtures	2115	Supplies	0.00	1,000	(1,000)	0
001	Airport Fire Division	0122	Minor Equipment, Instr, Tools	2120	Supplies	152.20	1,500	(1,340)	160
001	Airport Fire Division	0122	Minor Computer Hrdwre & Perph	2155	Supplies	134.95	0	140	140
001	Airport Fire Division	0122	Chemicals & Insecticides	2330	Supplies	7,522.50	5,500	2,030	7,530
001	Airport Fire Division	0122	Clothing, Dry Goods, Etc	2570	Supplies	11,928.50	8,304	3,636	11,940
001	Airport Fire Division	0122	Security Badges/Decal Suppl	2630	Supplies	29.00	0	40	40
					Supplies Total	20,150.55	17,954	2,246	20,200
001	Airport Fire Division	0122	Communication	3010	Contractual Services	104.20	0	110	110
001	Airport Fire Division	0122	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	119,737.79	115,869	3,881	119,750
001	Airport Fire Division	0122	Travel	3510	Contractual Services	438.50	3,000	(2,550)	450
001	Airport Fire Division	0122	Dues & Subscriptions	3520	Contractual Services	0.00	150	(150)	0
001	Airport Fire Division	0122	Training, Registration Fees, Etc	3530	Contractual Services	540.00	7,000	(6,450)	550
					Contractual Services Total	120,820.49	126,019	(5,159)	120,860
					Contractual Services Total	1,392,034.83	1,395,037	(2,787)	1,392,250
001	Airport Fire Division Total								
001	Emergency Management	0125	Office Supplies	2010	Supplies	(78.84)	800	(870)	770
001	Emergency Management	0125	Educational/Training Supplies	2020	Supplies	763.35	2,400	(1,630)	760
001	Emergency Management	0125	Minor Furniture & Fixtures	2115	Supplies	747.96	500	260	9,380
001	Emergency Management	0125	Minor Equipment, Instr, Tools	2120	Supplies	9,373.32	7,602	1,778	50
001	Emergency Management	0125	Heating Fuel Supplies	2150	Supplies	42.00	0	50	0
001	Emergency Management	0125	Minor Computer Hrdwre & Periph	2155	Supplies	2,877.30	500	2,390	630
001	Emergency Management	0125	Computer Software & Supplies	2160	Supplies	619.72	1,000	(370)	20
001	Emergency Management	0125	Food	2200	Supplies	12.58	300	(280)	0
001	Emergency Management	0125	Water	2210	Supplies	0.00	220	(220)	0
001	Emergency Management	0125	Medical Supplies	2320	Supplies	0.00	660	(660)	0
001	Emergency Management	0125	Chemicals & Insecticides	2330	Supplies	997.57	2,200	(1,190)	1,010
001	Emergency Management	0125	Laboratory Supplies	2560	Supplies	0.00	55	(55)	0
001	Emergency Management	0125	Clothing, Dry Goods, Etc	2570	Supplies	336.97	0	350	350
001	Emergency Management	0125	Postage	2620	Supplies	0.00	55	(55)	0
001	Emergency Management	0125	Safety Supplies & Minor Equip	2640	Supplies	0.00	220	(220)	0
					Supplies Total	15,691.93	16,512	(722)	15,790
001	Emergency Management	0125	Communication	3010	Contractual Services	5,395.46	6,370	(960)	5,410
001	Emergency Management	0125	Light & Power	3030	Contractual Services	2,140.02	3,100	(960)	2,150
001	Emergency Management	0125	Binding, Printing & Reproduct	3240	Contractual Services	0.00	200	(200)	0
001	Emergency Management	0125	Software Maintenance	3405	Contractual Services	399.00	0	410	410
001	Emergency Management	0125	Travel	3510	Contractual Services	4,274.83	5,150	(870)	4,280
001	Emergency Management	0125	Dues & Subscriptions	3520	Contractual Services	8,822.00	10,160	(1,330)	8,830
001	Emergency Management	0125	Training,Registration Fees,Etc	3530	Contractual Services	605.00	1,416	(796)	620
001	Emergency Management	0125	Employee Awards	3550	Contractual Services	660.00	660	0	660
					Contractual Services Total	22,296.80	27,056	(4,696)	22,360
001	Emergency Management	0125	Communications Equipment	5105	Maintenance Of Equipment	252.24	0	260	260
001	Emergency Management	0125	Mach/Tools/Implements	5110	Maintenance Of Equipment	532.00	1,100	(560)	540
001	Emergency Management	0125	Instruments & Apparatus(Major)	5120	Maintenance Of Equipment	2,133.97	20,775	(18,635)	2,140
					Maintenance Of Equipment Total	2,918.21	21,875	(18,935)	2,940
001	Emergency Management	0125	Miscellaneous	6990	Miscellaneous	0.00	5,500	(5,500)	0
					Miscellaneous Total	0.00	5,500	(5,500)	0
001	Emergency Management	0125	Communication/Video Equipment	8481	Capital - Equipment	17,650.00	0	17,660	17,660

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Budget	Adjustment	Adjusted Budget
006 Total						91,006.72	0	91,006	91,006
007	Facilities Services	0041	Water	3040	Contractual Services	288.83	0	289	289
					Contractual Services Total	288.83	0	289	289
						288.83	0	289	289
007	Facilities Services Total					288.83	0	289	289
007	Parks & Recreation	0090	Insurance-External	3110	Contractual Services	690.06	0	690	690
007	Parks & Recreation	0090	Other Special Services	3390	Contractual Services	60,000.00	0	60,000	60,000
					Contractual Services Total	60,690.06	0	60,690	60,690
						60,690.06	0	60,690	60,690
007 Total	Parks & Recreation Total					60,978.89	0	60,979	60,979
008	Police Administration	0111	Travel	3510	Contractual Services	1,531.90	0	1,532	1,532
008	Police Administration	0111	Training, Registration Fees, Etc	3530	Contractual Services	5,400.00	0	5,400	5,400
					Contractual Services Total	6,931.90	0	6,932	6,932
						6,931.90	0	6,932	6,932
008 Total	Police Administration Total					6,931.90	0	6,932	6,932
009	Fire Prevention	0119	Travel	3510	Contractual Services	1,690.10	0	1,691	1,691
009	Fire Prevention	0119	Training, Registration Fees, Etc	3530	Contractual Services	370.00	0	370	370
					Contractual Services Total	2,060.10	0	2,061	2,061
						2,060.10	0	2,061	2,061
009 Total	Fire Prevention Total					2,060.10	0	2,061	2,061
070	Midland Police Department	0110	Minor Equipment, Instr. Tools	2120	Supplies	15,364.00	0	15,364	15,364
070	Midland Police Department	0110	Computer Software & Supplies	2160	Supplies	7,063.50	0	7,063	7,063
					Supplies Total	22,426.50	0	22,427	22,427
					Capital - Equipment	(10.00)	0	0	0
070	Midland Police Department	0110	Communication/Video Equipment	8481	Capital - Equipment Total	(10.00)	0	0	0
						22,416.50	0	22,427	22,427
070 Total	Midland Police Department Total					22,416.50	0	22,427	22,427
087	Nondepartmental	0150	Interest Expense	6420	Miscellaneous	12,063.68	0	12,064	12,064
					Miscellaneous Total	12,063.68	0	12,064	12,064
						12,063.68	0	12,064	12,064
087 Total	Nondepartmental Total					12,063.68	0	12,064	12,064
090	Nondept - Hotel/Motel Tax Fund	0690	Insurance-External	3110	Contractual Services	3,460.34	3,517	(47)	3,470
090	Nondept - Hotel/Motel Tax Fund	0690	Gen Liability Self-Insurance	3112	Contractual Services	8,463.96	8,464	6	8,470
090	Nondept - Hotel/Motel Tax Fund	0690	External Audit Fees	3440	Contractual Services	1,572.33	1,750	(170)	1,580
090	Nondept - Hotel/Motel Tax Fund	0690	Consulting Fees	3450	Contractual Services	22,000.00	0	22,010	22,010
					Contractual Services Total	35,496.63	13,731	21,799	35,530
090	Nondept - Hotel/Motel Tax Fund	0690	Conven Bureau - Chmbr Of Comrc	6130	Miscellaneous	902,529.64	951,000	(48,460)	902,540
090	Nondept - Hotel/Motel Tax Fund	0690	Hispanic Chamber - Cvb	6167	Miscellaneous	15,000.00	15,000	0	15,000
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Arts Assembly	6170	Miscellaneous	105,000.00	105,000	0	105,000
090	Nondept - Hotel/Motel Tax Fund	0690	Museum Of The Southwest	6173	Miscellaneous	0.00	15,000	(15,000)	0
090	Nondept - Hotel/Motel Tax Fund	0690	Commemorative Air Force	6177	Miscellaneous	50,000.00	50,000	0	50,000
090	Nondept - Hotel/Motel Tax Fund	0690	City Of Midland Swim Team	6178	Miscellaneous	22,000.00	22,000	0	22,000
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Community Theater	6179	Miscellaneous	25,000.00	25,000	0	25,000
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Soccer Association	6180	Miscellaneous	0.00	13,000	(13,000)	0
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Rockhounds	6186	Miscellaneous	0.00	17,000	(17,000)	0
090	Nondept - Hotel/Motel Tax Fund	0690	Midland Softball Association	6187	Miscellaneous	69,100.00	69,100	0	69,100
090	Nondept - Hotel/Motel Tax Fund	0690	Promising Projects	6189	Miscellaneous	25,000.00	25,000	0	25,000
090	Nondept - Hotel/Motel Tax Fund	0690	Petroleum Museum	6191	Miscellaneous	13,000.00	13,000	0	13,000
090	Nondept - Hotel/Motel Tax Fund	0690	Rock The Desert	6195	Miscellaneous	50,000.00	50,000	0	50,000
090	Nondept - Hotel/Motel Tax Fund	0690	Pres G W Bush Home	6197	Miscellaneous	5,000.00	5,000	0	5,000
090	Nondept - Hotel/Motel Tax Fund	0690	General Fund Services	6202	Miscellaneous	25,690.96	25,690	10	25,610
090	Nondept - Hotel/Motel Tax Fund	0690	Miscellaneous	6990	Miscellaneous	3,931.90	12,000	(8,060)	3,940
					Miscellaneous Total	1,311,161.50	1,412,700	(101,510)	1,311,190
						1,346,658.13	1,426,431	(79,711)	1,346,720
090	Midland Center/Centennial Piza	0691	Light & Power	3030	Contractual Services	36,596.23	50,000	(13,380)	36,610
090	Midland Center/Centennial Piza	0691	Water	3040	Contractual Services	3,925.81	5,000	(1,060)	3,940
090	Midland Center/Centennial Piza	0691	Hire Of Equipment-Gar-Vehicles	3210	Contractual Services	1,045.50	1,772	(712)	1,060
090	Midland Center/Centennial Piza	0691	Maintenance Of Hvac Equipment	3375	Contractual Services	637.20	7,646	(6,986)	650
					Contractual Services Total	42,204.74	64,418	(22,159)	42,260

Fund	Unit Name	Unit	Object Name	Object	Object Category Name	Actual Expense	Current Expense Budget	Adjustment	Adjusted Budget
090	Midland Center/Centennial Piza	0691	Buildings & Grounds	4010	Maintenance Of Structures	166.55	7,000	(6,820)	180
090	Midland Center/Centennial Piza	0691	Midland Center	6120	Maintenance Of Structures Total	166.55	7,000	(6,820)	180
090	Midland Center/Centennial Piza	0691	Buildings	7020	Miscellaneous	445,426.32	556,000	(110,560)	445,440
090	Midland Center/Centennial Piza	0691	Buildings	7020	Miscellaneous Total	445,426.32	556,000	(110,560)	445,440
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Land & Improvements	0.00	50,000	(50,000)	0
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Land & Improvements T	0.00	50,000	(50,000)	0
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment	14,704.56	0	14,710	14,710
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment Total	14,704.56	0	14,710	14,710
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment	502,502.17	677,418	(174,828)	502,590
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment Total	502,502.17	677,418	(174,828)	502,590
090	Midland Center/Centennial Piza	0691	Other Equipment	8530	Capital - Equipment Total	1,849,160.30	2,103,849	(254,539)	1,849,310
092	Municipal Court	0010	Minor Computer Hdwre & Perph	2155	Supplies	4,616.96	0	4,630	4,630
092	Municipal Court	0010	Minor Computer Hdwre & Perph	2155	Supplies Total	4,616.96	0	4,630	4,630
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment	46,733.90	0	46,740	46,740
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment Total	46,733.90	0	46,740	46,740
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment	51,350.86	0	51,370	51,370
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment Total	51,350.86	0	51,370	51,370
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment	51,350.86	0	51,370	51,370
092	Municipal Court	0010	Furniture/Fxtures/Furnishings	5020	Maintenance Of Equipment Total	51,350.86	0	51,370	51,370



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012
TO: CITY COUNCIL/CITY MANAGER
FROM: TINA JAUZ/COMMUNITY SERVICES DIRECTOR
SUBJECT: HOTEL/MOTEL FUNDING

Purpose:

To provide the Midland Chamber of Commerce additional funds to promote tourism in Midland.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

\$25,000 from the Hotel/Motel Unappropriated Fund Balance.

Discussion:

During the FY2011-2012 budget process, the City Council approved funding for the Midland Chamber of Commerce. During the past few months, the City of Midland has been working in partnership with the Midland CVB in bringing a Fourth of July event back to downtown. A committee of citizens is overseeing the planning which will consist of a morning run, children's parade, and an evening family friendly event featuring music and a fireworks display. The overall budget for the event is estimated at \$100,000. Half that amount is estimated to be funded through sponsorships, the other half through contributions by the city and Midland County.

The fireworks display is anticipated to be last approximately 20 minutes and be choreographed to music. The event will take place on July 4, 2012.

Any monies not spent by the Chamber will go back to Hotel/Motel Fund at the end of this fiscal year.

The item was approved on first reading on February 14, 2012.

ORDINANCE NO.

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

WHEREAS, the City Council approved funding for the Midland Chamber of Commerce during the fiscal year 2011-2012 budget process in the amount of \$1,013,000.00, and due to the City of Midland working in partnership with the Midland Convention and Visitors Bureau to bring a Fourth of July event back to downtown Midland, there is an additional request of \$25,000.00 for this fiscal year; and

WHEREAS, funds in the amount of \$25,000.00 to the Midland Chamber of Commerce for a Fourth of July event in downtown Midland will allow for the promotion of tourism in the City of Midland; and

WHEREAS, the additional funding provided which is not spent by the Midland Chamber of Commerce will revert back to the Hotel/Motel Fund at the end of this fiscal year; and

WHEREAS, the Council finds it to be in the public interest to amend the official municipal budget for fiscal year 2011-2012 in order to provide additional funding to the Midland Chamber of Commerce, as necessary to meet unforeseen conditions which could not by reasonably diligent thought and attention have been included in the original budget for the 2011-2012 fiscal year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

SECTION ONE. That in accordance with Texas Local Government Code Section 102.009, the official municipal budget for fiscal year 2011-2012 as approved by Ordinance

No. 8930 is hereby amended by appropriating \$25,000.00 from the Hotel/Motel (090) Unappropriated Fund Balance (5650) to Hotel/Motel Fund (090) Administration (005) Hotel/Motel (0690) Miscellaneous (6990) budget account.

SECTION TWO. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, an agreement with the Midland Chamber of Commerce, said agreement being substantially in the form attached hereto as Exhibit “A” and incorporated herein for all purposes.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

THIS AGREEMENT, made and effective this 1st day of October, 2011, between the City of Midland, Texas, a home rule municipal corporation, hereinafter called “City,” and the Midland Chamber of Commerce, a Texas nonprofit corporation, hereinafter called “Chamber.”

W I T N E S S E T H:

WHEREAS, the City also levies a tax within the City upon the occupancy of any room or space furnished by any hotel or motel, and pursuant to the provisions of V.T.C.A., Tax Code § 351.101 *et seq.*, must use such tax revenues to encourage, promote and foster tourism and the convention and hotel industry in the City; and

WHEREAS, the Chamber has for numerous years promoted, fostered, and otherwise advertised the City as a destination for tourism and conventions and as a result thereof has obtained certain knowledge and expertise in this particular area of endeavor; and

WHEREAS, it is the desire of the parties hereto to combine their efforts for the purpose of providing an effective program which would encourage, promote and foster tourism and the convention and hotel industry in Midland;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereof, as well as the general citizenry of the City of Midland, Texas, the parties have agreed and do hereby agree as follows:

I.

CONVENTION AND VISITORS BUREAU

1. Chamber agrees to provide a qualified and competent staff to be assigned to operate the Convention and Visitors Bureau for the purpose of encouraging, fostering, and

developing the visitor industry and increased visitors expenditures from conventions, meetings, tourism, corporate travel, and special events in the City. In this connection, the Chamber shall provide, through the Convention and Visitors Bureau, all management and administrative services necessary for the general promotional and tourist advertising of the City and its vicinity and conducting a solicitation and operating program to attract conventions and visitors to the City. Such management and administrative services shall include, but not be limited to, the conducting of solicitation programs to acquaint potential users with public meetings and convention facilities; the gathering and dissemination of research materials, planning materials, and promotional meetings, and special events; the meeting with representatives of conventions prior to the event to help ensure a successful convention or special event; the furnishing of facilities, personnel, and materials for the registration of convention delegates and registrants; and the providing of other activities designed to enhance the City's desirability as a visitor destination.

2. Chamber understands that its operation of the Convention and Visitors Bureau is to serve the general public for the promotion of conventions and tourism in the City and that the nature of the operation of said Bureau would tend to equate the acts and deeds of the Chamber's agents and employees as the acts and deeds of the City. Therefore, the Chamber shall notify the City regarding the reassignment or employment of employees working for the Bureau. This shall not be interpreted as changing the status of the Chamber as an independent contractor.

3. Chamber agrees to provide office space for the Convention and Visitors Bureau to be used for the purpose of implementing and carrying out the duties and responsibilities set forth in this section of this agreement. Said office space shall be of adequate size and appropriately located to serve the operational needs of said Bureau. Chamber agrees to allow said Bureau reasonable use of its files and other information relative to convention and tourism activities, and to allow access to equipment inventory to Chamber.

4. City agrees to pay to the Chamber as compensation for the services rendered

under this section of the agreement a sum of \$61,666.66 per month during the term of this agreement, not to exceed a total annual sum of \$740,000.00. Such monthly payment shall be paid by the City to the Chamber on or before the 10th day of each month. City agrees to pay to the Chamber a lump sum of \$135,000.00 on or before October 15, 2011, to be used by the Chamber for SEAM expenditures. The City agrees to pay the Chamber for promoting and operating the Rankin Highway Visitors Center, in an amount not to exceed \$138,000.00, upon presentation of a monthly invoice or statement from the Chamber and approved by the City Manager. City agrees to pay the Chamber a lump sum of \$25,000.00 on or before March 15, 2012, to be used to promote tourism through a Fourth of July event. However, Chamber understands that such monies paid by City to Chamber under this section of the agreement are derived from the tax revenues collected under the City hotel occupancy tax ordinance, and that the City has estimated said tax revenues to be collected during the term of this agreement in its budget for the fiscal year 2011-2012. If the tax revenues actually collected by the City during any calendar quarter as set forth in the City hotel occupancy tax ordinance falls below the estimated tax revenues to be collected during such calendar quarter under the City budget for the fiscal year 2011-2012 by 8 percent or more, then the City shall have the right to reduce the above described monthly payments to the Chamber, upon 30 days notice to the Chamber, by the same percentage that such said tax revenues actually collected were less than the said estimate of tax revenues to be received.

II.

INDEMNITY

CHAMBER 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 NEGLIGENCE ACT OF CHAMBER, its agents or employees, or any subcontractor, arising out of, or resulting from, Chamber's use of, or activities on, the Agreement Premises, and Chamber 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.

CHAMBER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENCE ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENCE ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH CHAMBER OR CHAMBER'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 CHAMBER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

III.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Chamber 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 Chamber 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 Chamber, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Chamber. No person performing any of the work and services described hereunder by Chamber shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Chamber shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Chamber's work. Chamber shall assume exclusive responsibility for the work. Chamber is entirely free to do the work in its own way.

IV.

BOOKS AND RECORDS

Chamber shall provide, on a monthly basis during the term of this agreement, reports and full documentation showing the disposition of the funds provided by the City under this agreement and that such funds were used only for the purposes stated in this agreement. Said monthly report shall be filed with the Office of the City Secretary no later than thirty (30) days following the last day of the month for which the report is due. Any and all funds which remain unaccounted for or unspent at the end of the term of this agreement shall, at the City's direction, be returned to the City.

The Chamber shall maintain books of account with correct entries of all expenditures of the funds provided under this agreement and of funds allocated from other sources. The Chamber shall maintain funds provided by the City in a separate account and may not

commingle such funds with any other monies or maintain it in any other account. Any and all books of account of the Chamber shall be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents shall be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including but not limited to statements of account relating to the disposition of funds provided by the City under this agreement and funds allocated from other sources.

The Chamber shall maintain these books of account in Midland County for a period of three (3) years following the expiration of the term for which they are applicable.

V.

REPORTING

Chamber shall provide quarterly reports of its activities and expenditures performed under Section I of this agreement. Said reports shall be made in a manner consistent with the evaluation plan furnished in the Chamber's funding application for Fiscal Year 2011-2012.

In the event the Chamber desires to extend the term of this agreement beyond its stated date of expiration pursuant to paragraph VII, a similar annual reporting shall be included with the submission and request for extension.

VI.

TERM OF AGREEMENT

The term of this agreement is for a period beginning on October 1, 2011, and ending on September 30, 2012.

Chamber agrees that, in the event it desires to extend the term of this agreement beyond its stated date of expiration, it shall submit a written request for extension to the City Manager of the City of Midland at least 120 days prior to the current expiration date hereof and that such submission shall include the Chamber's anticipated budget, goals and objectives for the extended period as well as the annual report on accomplishments during the current term; provided however, that the City is under no duty or obligation to grant the

requested extension, and that before any such extension becomes effective, it must be in writing as an amendment to this agreement and approved by the City Council of the City of Midland.

VII.

DEFAULT

If Chamber shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than 30 days after the City has notified Chamber in writing of Chamber's default hereunder and Chamber has failed to correct such default within said 30 days, then City may, at its option, immediately or at any time thereafter without demand or notice, cancel this agreement in its entirety. The waiver by City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

VIII.

ASSIGNMENT

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

IX.

AMENDMENTS

This agreement may be amended by the mutual agreement of the parties hereto in writing to be attached hereto and incorporated into this agreement.

X.

RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CHAMBER HEREBY RELEASES, RELINQUISHES, ACQUITS AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS,

CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CHAMBER 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.

XI.

VENUE

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

XII.

SOVEREIGN IMMUNITY

By executing this Agreement the City is not 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.

XIII.

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.

XIV.

ATTORNEY'S FEES

BY EXECUTING THIS AGREEMENT, CHAMBER 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 CHAMBER SPECIFICALLY AGREES THAT IF THE CHAMBER 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 CHAMBER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CHAMBER MIGHT OTHERWISE BE ENTITLED.

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

EXECUTED by the duly authorized officials of the City and the Chamber as of the day and year first above written.

CITY OF MIDLAND, TEXAS

By _____
Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

MIDLAND CHAMBER OF COMMERCE

By _____

Title _____

THE 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 that he executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the Midland Chamber of Commerce.

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

Notary Public, State of _____



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-059, Western International.

Purpose:

This is the second reading to consider an ordinance on a request by Western International for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District. No changes have been made to this item since its first reading on February 14, 2012.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Western International plans to develop this property with a Hilton Garden Inn, 4-story hotel. This northwest corner at Deauville and Loop 250 is currently a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District. While a hotel is permitted in the LR-2 District, but the hotel's 62' height is above the maximum permitted height of two and one-half stories; therefore the height regulation and site plan must be amended. The proposed building is attractively designed and is within the contextual scale of the other neighboring hotels. Staff concurs with the Planning & Zoning Commission and finds the proposed hotel to be a complementary use near the stadiums and other hotels and recommend this zone change from PD, Planned District for a Shopping Center to an Amended Planned District, subject to development in accordance with Exhibits A – D.

Attachments:

Maps

January 17, 2012 Planning & Zoning Commission Staff Report

Exhibit A – Site Plan

Exhibit B & C – Elevations

Exhibit D – Rendering

Proposed Ordinance



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-059, Western International.

Purpose:

Hold a public hearing at approximately 10:30 a.m. and consider an ordinance on a request by Western International for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Western International plans to develop this property with a Hilton Garden Inn, 4-story hotel. This northwest corner at Deauville and Loop 250 is currently a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District. While a hotel is permitted in the LR-2 District, but the hotel's 62' height is above the maximum permitted height of two and one-half stories; therefore the height regulation and site plan must be amended. The proposed building is attractively designed and is within the contextual scale of the other neighboring hotels. Staff concurs with the Planning & Zoning Commission and finds the proposed hotel to be a complementary use near the stadiums and other hotels and recommend this zone change from PD, Planned District for a Shopping Center to an Amended Planned District, subject to development in accordance with Exhibits A – D.

Attachments:

Maps

January 17, 2012 Planning & Zoning Commission Staff Report

Exhibit A – Site Plan

Exhibit B & C – Elevations

Exhibit D – Rendering

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 4.18-ACRE TRACT OF LAND (BEING 6.68 ACRES INCLUSIVE OF ADJACENT RIGHTS-OF-WAY) OUT OF SECTION 37, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND LOOP 250); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an Amended Planned District, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Shopping Center, and it shall be used as an Amended Planned District, subject to the

special conditions and restrictions hereinafter set out, said property being described as follows:

A 4.18-acre tract of land (being 6.68 acres inclusive of rights-of-way) out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “E”, which is attached hereto and incorporated herein.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the new construction shall be consistent with: the Site Plan (Exhibit “A”); the Building Elevations (Exhibits “B” and “C”); and the Rendering (Exhibit “D”). The referenced Exhibits are attached hereto and incorporated herein.
2. That the maximum height of the office building shall not exceed 62 feet.
3. That the landscaping shall conform to City of Midland regulations in place at the time of development.
4. That the placement of driveways accessing public streets shall be approved by the City.
5. That the placement of the driveway accessing the Loop 250 service drive shall be approved by the Texas Department of Transportation.
6. That the air conditioners and dumpsters shall be appropriately screened.
7. That a drainage plan must be submitted and approved with the associated plat.
8. That City of Midland Ordinance No. 8318 is hereby amended by this ordinance.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this

ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
January 17, 2012**

Z-11-059 - Hold a public hearing and consider a request by **Western International** for a *zone change* from PD, Planned District for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located on the northwest corner of the intersection of N. Loop 250 and Deauville Boulevard.)

Applicant Eric West, of Parkhill Smith and Cooper, 1700 W. Wall Street, Midland, Texas, representing the applicant, stated the item is a proposed Hilton Garden Inn which he feels is not only appropriate but has been seen to be very successful in terms of location. He addressed the issue that the client has indicated they will not be using city solid waste pick up and wanted to clarify with staff if that was needed.

Mr. VanDyne stated it is not a requirement for the City if they want to use their own contractors and Item H would be eliminated.

Mr. VanDyne explained the plan is for a four-story hotel that is set to be 62 feet in height. He stated the area is a zoned Plan District for a Shopping Center subject to LR-2 regulations, which does permit the hotel but not the two and half story in height. A new height restriction of a 62-foot height maximum and a new site plan would have to be adopted. Staff recommends approval subject to Conditions A-I striking Condition H.

Chairman Ferguson opened the public hearing and there being no one wishing to speak in favor or in opposition to the item, closed the public hearing.

Following discussion, a motion for approval, subject to Conditions A-I striking Condition H, was made by Commissioner Watkins; seconded by Commissioner Lanning. The motion carried by the following vote: AYE: Ferguson, Gatten, Lanning, Wolf, Watkins, Wilton, Norris and Carrillo. NAY: None. ABSTAIN: None. ABSENT: Woodruff and York

Case Number: Z-11-059

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Western International 972-934-8699 CFisher@wirllp.com
Applicant Name (Phone/e-mail)

13647 Montfort Drive Dallas, Texas 75240
Address Zip Code

SBC, LP 432-522-2040
Property Owner Name (Phone/e-mail)

1811 Heritage Blvd., #100 Midland, Texas 79707
Address Zip Code

Parkhill Smith and Cooper, Inc. 432-697-1447 Eoliver@team-psc.com
Representative Name (Phone/e-mail)

1700 W. Wall, Suite 100 Midland, Texas 79701
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. Being a plat of a 4.16 acre portion of Section 37 Block 40, T-1-S T&P RR Co. Survey, Midland County, Texas

PRESENT ZONE: PDSC REQUESTED ZONE: Amended PD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To accommodate the future needs of development on the property

Present Use of Property: Undeveloped land

Proposed Use of Property: Future site of Hilton Garden Inn Hotel

How will zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation: None

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes X No
(Not at this time)

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS *(if applicable):*

16 copies (FOLDED) of the PD site plan: X
 Site Plan in digital format .pdf and .jpg: X

SIGNATURE *(by property owner only - authorized agent must sign affidavit below)*

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
 COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Eric L. West, P.E. who, being by me duly sworn, upon oath says: That (s)he is authorized by SBC, LP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

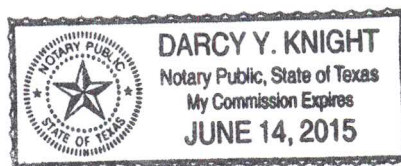
Eric L. West

Authorized Agent (signature)

Subscribed and sworn to before me, this 29th day of November, 20 11, to certify which witness my hand and seal of office.

Darcy Y. Knight
 NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>KV</u>	Date: <u>12/2/11</u>
Assigned: <u>KV</u>	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner.****

PLANNING AND ZONING COMMISSION

January 17, 2012

CASE: Z-11-059, Western International.

REQUEST: Hold a public hearing and consider a request for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District.

APPLICANT/OWNER: SBC, L.P.

LEGAL DESCRIPTION: A 4.16 Acre Tract of Land out Section 37, Block 40, T-1-S T&P RR Co. Survey, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of Deauville Blvd and Loop 250.

CURRENT ZONING: PDSC, Planned District for a Shopping Center.

ASSOCIATED CASES: Z-05-007

DETAILS OF REQUEST:

1. Western International plans to construct a 4-story hotel at this location which is currently zoned a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District. While a hotel is permitted in the LR-2 District, the maximum permitted height is two and one-half stories; therefore the height regulation and site plan must be amended. The request to amend this planned district was also accompanied by a proposed sketch plan to plat this property. As no public improvements are required, the Final Plat for this property qualifies for administrative approval.

SURROUNDING ZONING AND LAND USE:

2. This property is bounded on the south by Deauville Blvd., which is a collector street, and on the east by Loop 250, with its service drive frontage owned by TxDOT. The immediate surrounding area is also zoned a PD, Planned District for a Shopping Center with the exception of the city-owned Scharbauer Sports Complex to the south which is zoned a PD, Planned District for a Recreation Center. Sam's Club is to the northwest, while the construction of a new hotel to the west is nearing completion and the property immediately north is undeveloped. Across Loop 250 to the east is a C-3, Commercial District.

ANALYSIS:

3. The building is shown to have a ground floor footprint of 36,465 square feet in total. The area provided for landscaping and the number of parking spaces provided is adequate for the lot size and a 157 room hotel. The height of the building is 62 feet which is greater than what is currently allowed under the existing Planned District, but is within the contextual fit of the other neighboring hotels. The site provides adequate driveways for ingress and egress as shown. Building materials are decorative as noted on the Building Elevations (Exhibit – C). The site plan provides for a maximum building envelop with identified minimum setbacks. The conference center provides a tiered approach to the building's height along the Loop 250 frontage, while the canopied entry softens the southern façade on the Deauville Blvd. frontage. Staff finds the proposed hotel to be a complementary use near the stadiums and logical fit with other hotels in this high-growth area.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from PD, Planned District for a Shopping Center to an Amended Planned District, subject to the following conditions:

- A. That the new construction is consistent with the Site Plan (Exhibit A) and Building Elevations (Exhibits B & C) and Rendering (Exhibit D);
- B. That the maximum height of the office building shall not exceed 62 feet;
- C. That the landscaping shall conform to City regulations in place at the time of development;
- D. That the placement of driveways accessing public streets shall be approved by the City;
- E. That the placement of the driveway accessing the Loop 250 service drive shall be approved by TxDOT;
- F. That the air conditioners and dumpsters shall be appropriately screened;
- G. That a drainage plan must be submitted and approved with the associated plat;
- H. That a blanket refuse easement is granted to the city;

I. That Ordinance 8318 is amended by this action.

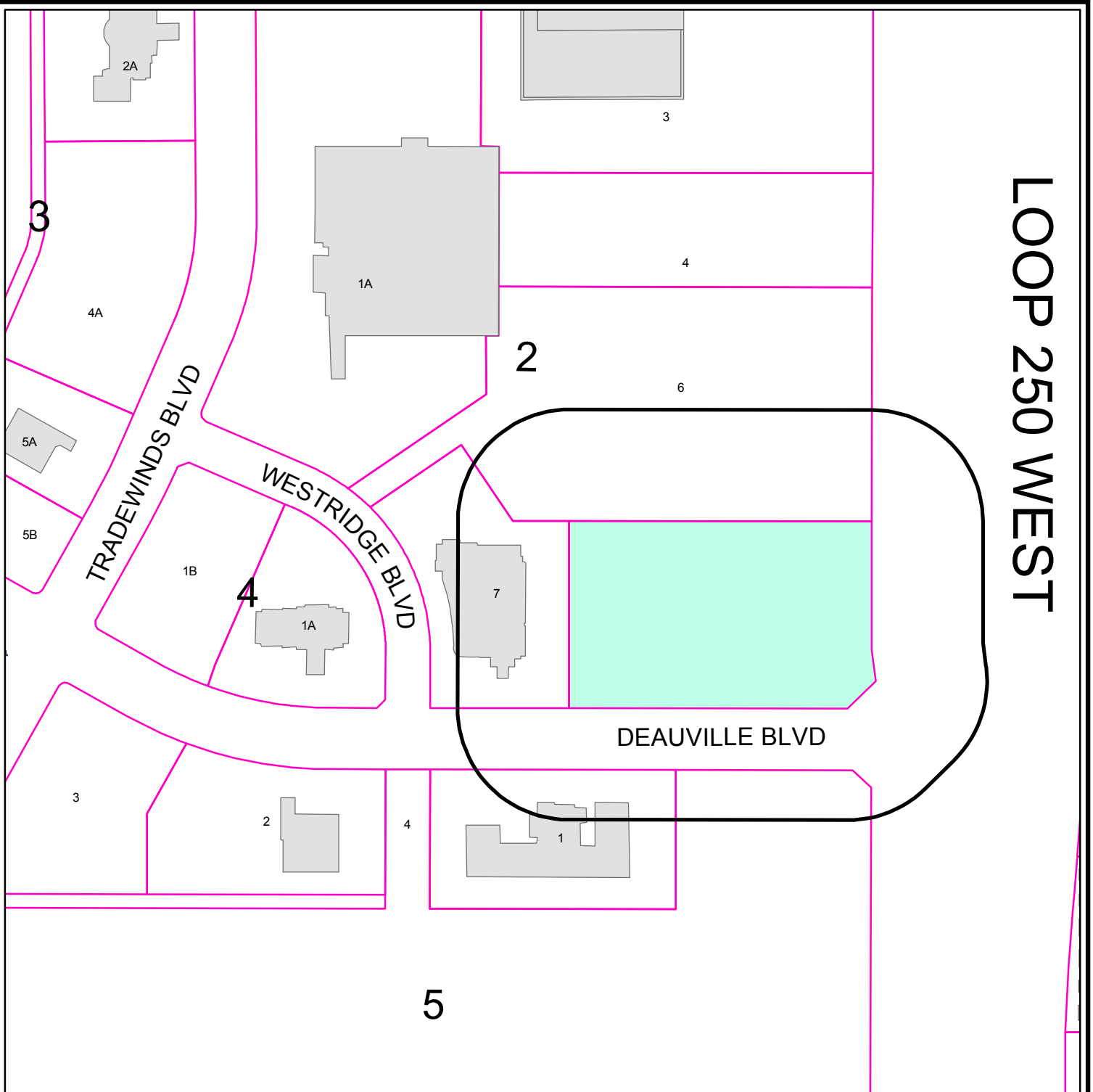

Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Site Plan – Exhibit A
Elevations – Exhibits B & C
Rendering – Exhibit D
Maps

LOOP 250 WEST



PROPERTY OWNER NOTIFICATION MAP

Z - 11 - 059

Scale: 1" = 250'

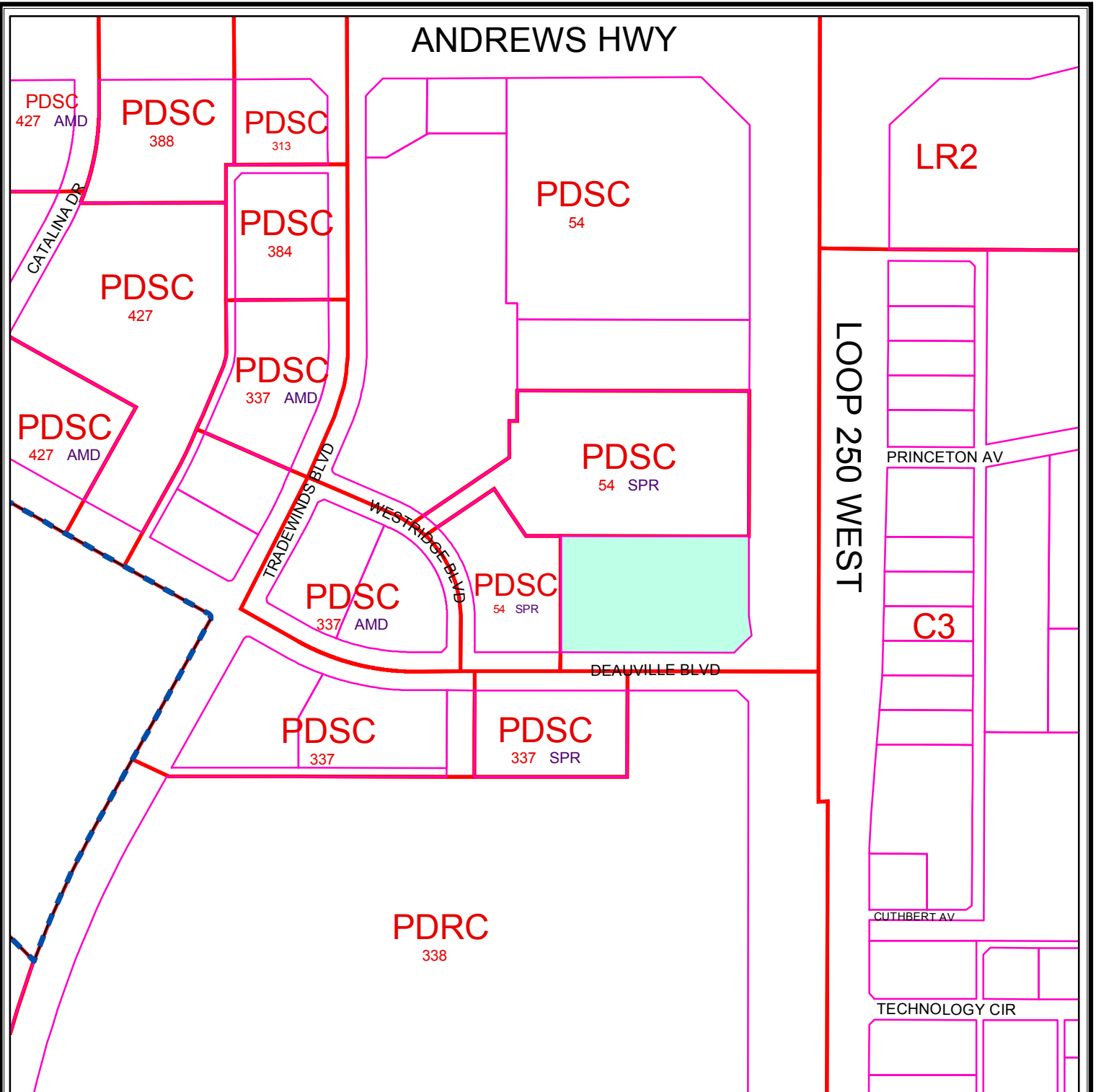
Consider a request for a zone change from PD, Planned Districts for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS



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ZONING MAP

Z - 11 - 059

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned Districts for a Shopping Center, to an Amended Planned District on a 4.16-acre tract of land out of Section 37, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

ZONING

CITY LIMITS

CITY PARCELS

COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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LOT 6

2

Frontage Road (One Way)

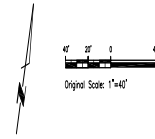
PLANNED DISTRICT SITE PLAN

WESTRIDGE PARK ADDITION

SECTION 20

Lot 8

Block 2



PD Site Plan:
Submitted to City of Midland P&Z
on December 2, 2011.

NOTES:

- BUILDING FOOTPRINT, PARKING AND LANDSCAPING SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL SITE DESIGNS TO BE REVIEWED BY THE CITY OF MIDLAND PRIOR TO ISSUING BUILDING PERMITS.
- SHADED AREAS DENOTED BY [Pattern] TO BE PAVED OR OTHER DRIVING SURFACE.
- SHADED AREAS DENOTED BY [Pattern] TO BE CONCRETE.
- SHADED AREAS DENOTED BY [Pattern] TO BE IRRIGATED & LANDSCAPED INCLUDING TREES, GRASS OR SHRUBS - WHICH MAY BE ENHANCED BY OTHER LANDSCAPE MATERIALS.
- SHADED AREAS DENOTED BY [Pattern] TO BE IRRIGATED GRASS AND GROUND COVER.
- SHADED AREAS DENOTED BY [Pattern] ARE BUILDINGS.
- SHADED AREAS DENOTED BY [Pattern] ARE SCREEN WALLS.
- AREAS DENOTED BY [Pattern] ARE FIRE LANES.
- LANDSCAPED AREA (NOT INCLUDING R.O.W.S) WILL BE A MINIMUM OF 10% OF TOTAL LOT AREA, LESS THE BUILDING AREA.
- EXTERIOR BUILDING MATERIALS SHALL BE DECORATIVE OR PAINTED CMU, FACE BRICK, PRECAST CONCRETE, TILT-WALL, STUCCO, GLAZING OR SIMILAR CONSTRUCTION.
- ROOF MATERIALS MAY INCLUDE COMPOSITE, BUILT-UP OR STANDING SEAM METAL ROOF.
- ALL SIGNS SHALL BE IN CONFORMANCE WITH SECTION 11-7a OF THE MIDLAND CITY CODE.
- ALL EXTERIOR LIGHTING SHALL ADHERE TO THE STANDARDS OUTLINED IN SECTION 11-10 OF THE MIDLAND CITY CODE.
- HVAC UNITS WILL BE ROOF MOUNTED AND SURROUNDED BY A SCREEN WALL.

SITE DATA	
SITE AREA	182,080 SF ±
BUILDING AREA (Foot Print)	36,465 SF ±
BUILDING AREA (Total Floor Space)	94,200 SF ±
LANDSCAPE AREA REQUIRED	14,570 SF ±
LANDSCAPED AREA SHOWN	43,435 SF ±
TREES REQUIRED-(13" Cal. Min.)	42
PARKING SPACES REQUIRED	220
PARKING SPACES PLANNED	220
H.C. PARKING SPACES REQUIRED	7
H.C. PARKING SPACES SHOWN	8

DEAUVILLE BLVD

LOOP 250

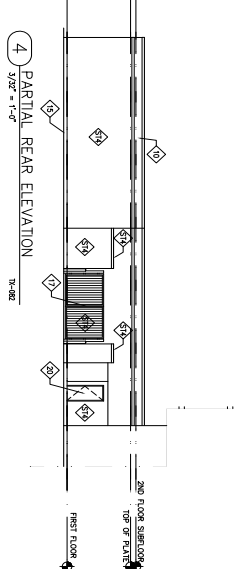
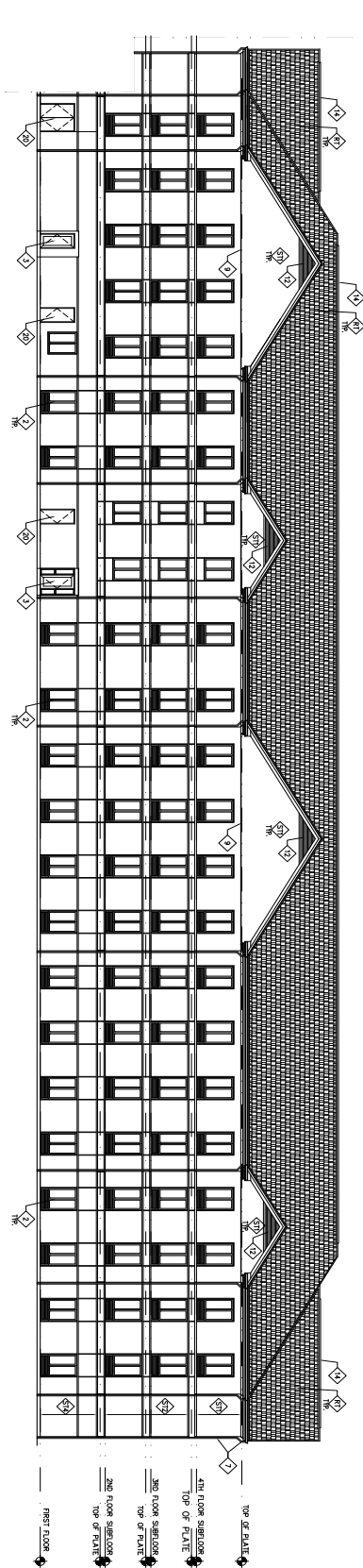
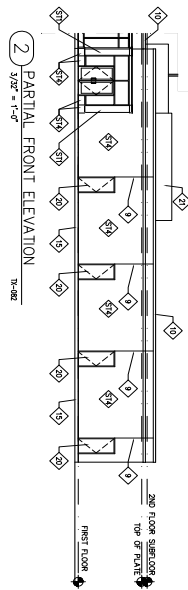
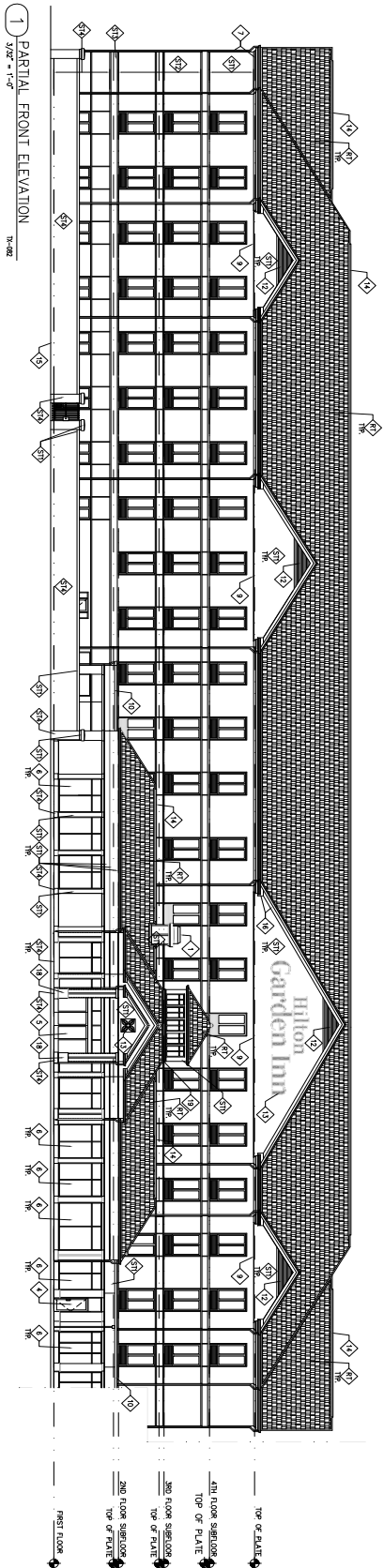
WESTRIDGE PARK ADDITION
SECTION 6

Lot 1

5

WESTRIDGE PARK
ADDITION

SECTION 20



Hilton Garden Inn- Midland, TX



RECEIVED

DEC 2 2011

CITY PLANNING DIVISION OFFICE



Hilton Garden Inn



PD ZONING FOR WESTRIDGE PARK, SECTION 20

LEGAL DESCRIPTION FOR A 6.68 ACRE TRACT LOCATED IN SECTION 37, BLOCK 40, T-1-S, T.&P. RR. CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap marked "PLS 1974" found on the West right-of-way line of Loop 250 West at the Southeast corner of Lot 6, Block 2, Westridge Park Addition, Section 11 as recorded in Cabinet "G", Page 159, Plat Records of Midland County, Texas and the Northeast corner of a 4.18 Acre Tract previously surveyed and a point on the North line of this tract, from whence the Northeast corner of said Section 37, bears N14°24'10"W, a distance of 1577.78 feet and N75°35'50"E, a distance of 321.07 feet;

THENCE N75°35'50"E with the projection of the South line of said Lot 6, Block 2, a distance of 200.00 feet to a point on the centerline of Loop 250 West and the Northeast corner of this tract;

THENCE S14°24'10"E with said centerline line of Loop 250 West, a distance of 391.42 feet to a point on the intersection of said Loop 250 West and the projected centerline of Deauville Boulevard and the Southeast corner of this tract;

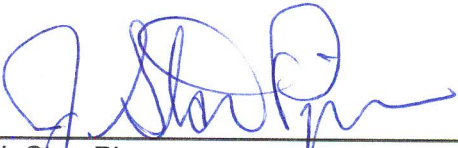
THENCE S75°35'50"W with the centerline of Deauville Boulevard, a distance of 743.91 feet to the Southwest corner of this tract;

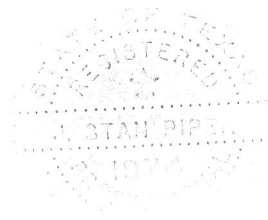
THENCE N14°24'10"W, at 55.00 feet pass a 1/2" iron rod with plastic cap marked "PLS 1974" found at the Southeast corner of Lot 7, Block 2, Westridge Park Addition, Section 17 as recorded in Cabinet "I", Page 86, Plat Records of Midland County, Texas, continuing with the East line of said Lot 7, Block 2, for a total distance of 391.42 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" found at the Northeast corner of said Lot 7, Block 2 and the Northwest corner of this tract;

THENCE N75°35'50"E with the South line of said Lot 6, Block 2, a distance of 543.91 feet to the **PLACE OF BEGINNING**. (Tract contains 291,180 square feet or 6.68 acres of land.)

Bearings are relative to Westridge Park Addition, Section 11, as recorded in Cabinet "G", Page 159, Plat Records of Midland County, Texas.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on various dates to June 30, 2011.



J. Stan Piper
Registered Professional Land Surveyor #1974
December 20, 2011

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



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-061, Daniel Dirlam

Purpose:

This is the second reading to consider an ordinance on a request by Daniel Dirlam for a zone change from LR-2, Local Retail District, to a C-3, Commercial District. No changes have been made to this item since its first reading on February 14, 2012.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Daniel Dirlam/ASC Transport plans to develop this recently platted 2.24 acre lot with a commercial storage facility for individuals. The current zoning does not permit this use; therefore the applicant is seeking to rezone this property from LR-2, Local Retail District, to the C-3, Commercial District. the proposed land use as a storage facility would provide a buffer between Midland Drive and the more intensive land uses eastward. There is still vacant land available in the area for local retail; this rezoning would not cause any foreseeable future zoning constraints. Staff concurs with the Planning & Zoning Commission in recommending approval of this request for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.

Attachments:

Application
Maps
January 17, 2012 Planning & Zoning Commission Staff Report

Proposed Ordinance



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-061, Daniel Dirlam.

Purpose:

Hold a public hearing at approximately 10:33 a.m. and consider an ordinance on a request by Daniel Dirlam for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Daniel Dirlam/ASC Transport plans to develop this recently platted 2.24 acre lot with a commercial storage facility for individuals. The current zoning does not permit this use; therefore the applicant is seeking to rezone this property from LR-2, Local Retail District, to the C-3, Commercial District. The proposed land use as a storage facility would provide a buffer between Midland Drive and the more intensive land uses eastward. There is still vacant land available in the area for local retail; this rezoning would not cause any foreseeable future zoning constraints. Staff concurs with the Planning & Zoning Commission in recommending approval of this request for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.

Attachments:

Application
Maps
January 17, 2012 Planning & Zoning Commission Staff Report
Proposed Ordinance

ORDINANCE NO.

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

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a C-3, Commercial District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-2, Local Retail District, and it shall be used as a C-3, Commercial District, said property being described as follows:

Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
January 17, 2012**

Z-11-061 - Hold a public hearing and consider a request by **Daniel Dirlam** for a *zone change* from LR-2, Local Retail District to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas. (Generally located at the east side of S. Midland Drive, approximately 550 feet north of W. Wall Street.)

The applicant Daniel Dirlam, Aztec Storage Center, 500 S. Midland Dr., Midland, Texas stated his proposal was to build a self-storage facility. He states the property is currently zoned LR-2 District but does not believe local retail will work in the area. He states nothing has ever been built and believes it is because there is not a high enough traffic area. He believes this will be a great place to build a self-storage center.

Senior Planner Ken VanDyne explained the area around the applicant's property does have a number of open areas currently undeveloped and believes the applicants rezoning request to accommodate a storage facility will make productive use of this vacant lot. Staff recommends approval for zone change from the LR-2 District to the C-3 District.

Chairman Ferguson opened the public hearing.

Chet Grey, expressed concern regarding the drainage and flooding issues on Midland Drive and does not believe a storage facility is the best thing for that location.

Byron Fender expressed interest in knowing what types of materials were going to be used on the building. He also stated the flooding is the issue with the City and believes the City and County need to work together to clean out the drainage ditches.

Mr. Dirlam stated he plans use brick and stucco. He also stated there is a 20 foot drainage ditch that will allow water to drain into the road and does not believe drainage will be a problem.

Chairman Ferguson asked for anyone else wishing to speak and there being no one else wishing to speak in favor or in opposition to the item, closed the public hearing.

Following a brief discussion, a motion for approval was made by Commissioner Watkins; seconded by Commissioner Wilton. The motion carried by the following vote: AYE: Ferguson, Gatten, Lanning, Wolf, Watkins, Wilton, Norris and Carrillo. NAY: None. ABSTAIN: None. ABSENT: Woodruff and York

PLANNING AND ZONING COMMISSION

January 17, 2012

CASE: Z-11-061.

REQUEST: Hold a public hearing and consider a request for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.

APPLICANT/OWNER: Daniel Dirlam/ASC Transport.

LEGAL DESCRIPTION: Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

LOCATION: Generally located on the east side of S. Midland Drive, approximately 550 feet north of W. Wall Street.

CURRENT ZONING: LR-2, Local Retail District.

DETAILS OF REQUEST:

1. The applicant plans to develop this recently platted 2.24 acre lot with a commercial storage facility. The current zoning does not permit this use; therefore the applicant is seeking to rezone this property from LR-2, Local Retail District, to the C-3, Commercial District that does permit this use.

SURROUNDING ZONING AND LAND USE:

2. This property has frontage along S. Midland Drive and is bounded on the south and east by a large C-3, Commercial District. To the north is LR-2, Local Retail District, with an IP-1, Industrial Park District to the northeast. Across Midland Drive, to the west, is a PD, Planned District for a Shopping Center, with just a few lots developed. The large Clarion Hotel is just to the southeast of this property.

ANALYSIS:

3. The applicant's request to rezone this property to accommodate the use as a storage facility would make productive use of this vacant tract of land. As there is still vacant land available in the area for local retail, this rezoning would not cause any foreseeable future zoning constraints. Further, the proposed land use as a storage facility would provide a buffer between Midland Drive and the more intensive land uses eastward. Staff recommends approval of this zone change in order to accommodate the use and development of the property with a storage facility.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from LR-2, Local Retail District, to a C-3, Commercial District.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Maps

Case Number: Z-11-061

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Daniel Dirlam (432) 352-3953 / drdir1am@hotmail.com
Applicant Name (Phone/e-mail)
4400 A Thomas on Drive Midland, TX 79703
Address Zip Code
ASC Transport (432) 352-3953 / drdir1am@hotmail.co
Property Owner Name (Phone/e-mail)
P.O. Box 61364 Midland, TX 79711
Address Zip Code
N/A
Representative Name (Phone/e-mail)
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately.

1219 / 1225 S. Midland Drive. Property has
been recently replatted from two, to one tract.
Legal description - Lot 12A Block 1 Jesse Anne Village
Section 5

PRESENT ZONE: LR-2 REQUESTED ZONE: C-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To build Storage Facility

Present Use of Property: Property is vacant land.

Proposed Use of Property: Build a drive up storage facility

How will zone change affect the public health, safety and welfare? Should be an improvement over retail use as storage is quieter, with less traffic and serves well as a buffer between commercial and residential use

Describe how conditions affecting the property have changed since present zoning designation:

There is a lot of C-3 zoned property surrounding this property.

Is a Specific Use Permit with Term for alcoholic beverages sales needed? Yes ☒ No

APPLICATION FEES:

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan: _____

Site Plan in digital format .pdf and .jpg: _____

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): Dylan for ASC Transport Date: 12/9/11

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

_____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

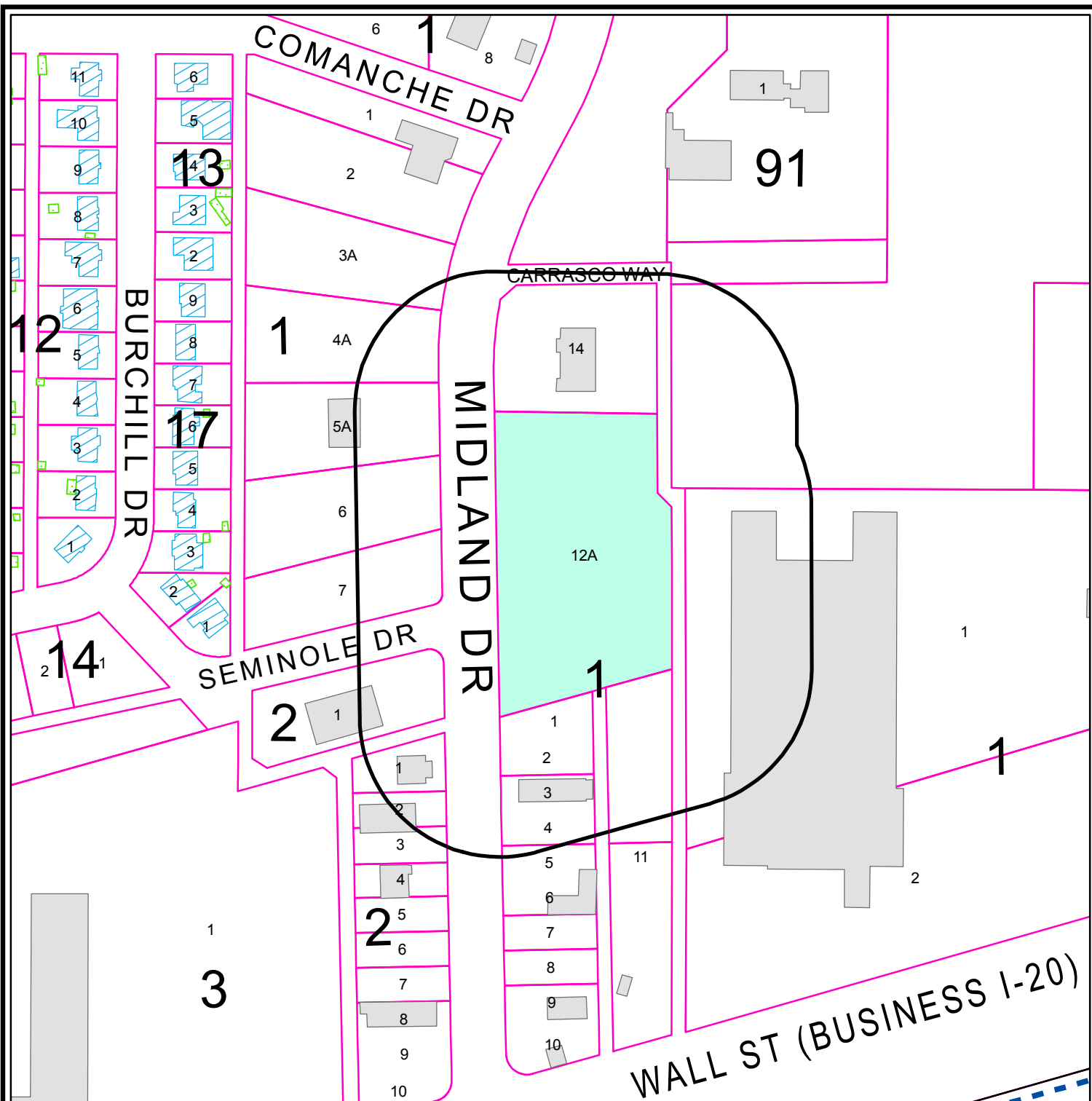
Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 __, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>Bm</u>	Date: <u>12/9/11</u>
Assigned: <u>KV</u>	
For: <u>P+2</u>	On: <u>1/3/12</u>

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 11 - 061

Scale: 1" = 200'

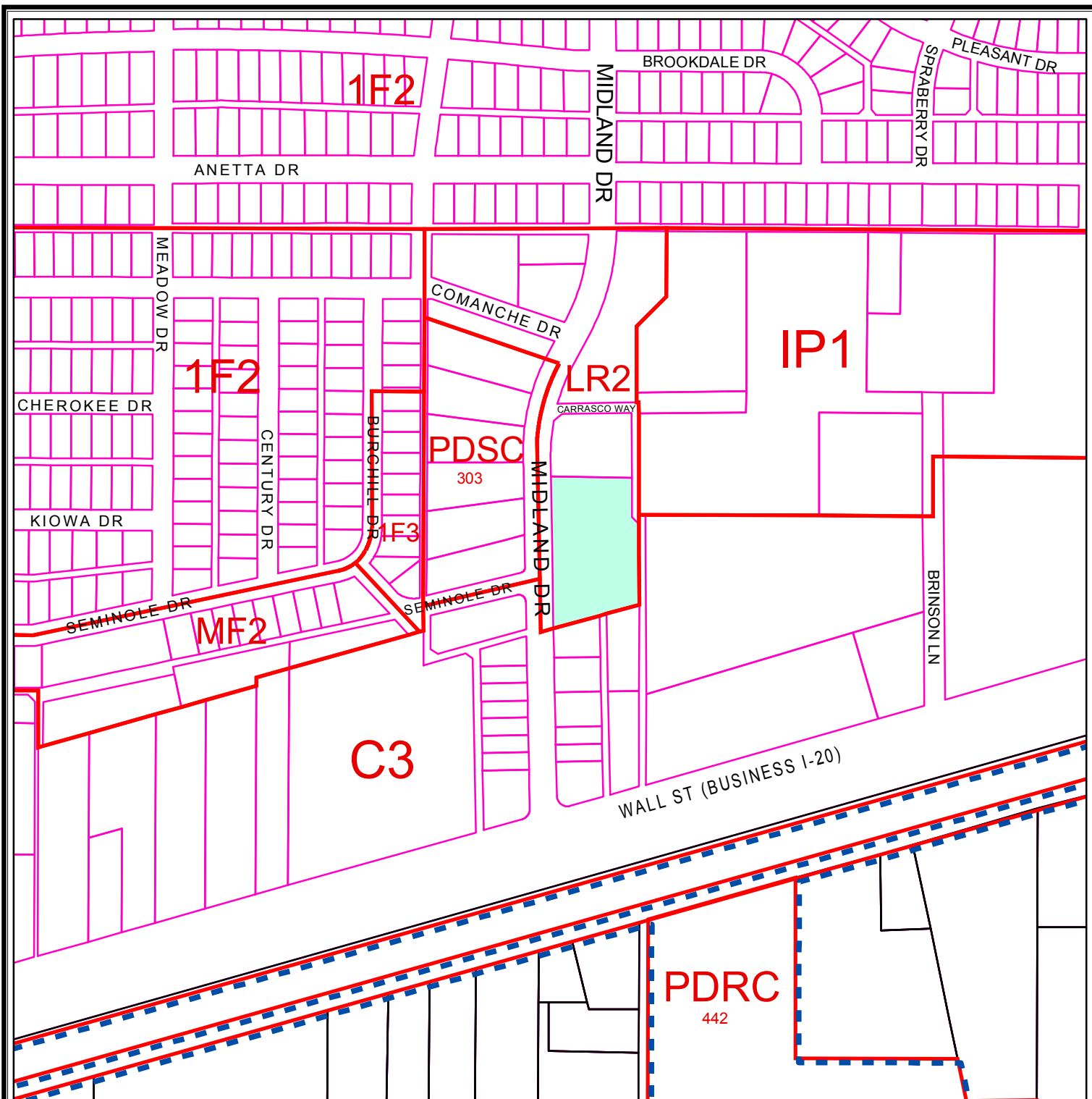
Consider a request for a zone change from LR-2 Local Retail District, to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 11 - 061

Scale: 1" = 400'

Consider a request for a zone change from LR-2 Local Retail District, to C-3, Commercial District on Lot 12A, Block 1, Jesse Anne Village, Section 5, City and County of Midland, Texas.

LEGEND

ZONING

CITY LIMITS

CITY PARCELS

COUNTY PARCELS

ZONING DISTRICTS:

FD
PD
AE
CE
1F1, 1F2, 1F3
MH
TH
2F
MF1, MF2

FUTURE DEVELOPMENT
PLANNED DISTRICT
AGRICULTURE ESTATE
COUNTRY ESTATE
ONE-FAMILY DWELLING
MOBILE HOME DWELLING
TOWNHOUSE DWELLING
TWO-FAMILY DWELLING
MULTIPLE FAMILY DWELLING

BP
P
01, 02
NS
LR1, LR2, LR3
C1, C2, C3
IP, IP1, IP2, IP3
LI
HI

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
LOCAL RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-12-003, Jeffery Benson.

Purpose:

This is the second reading to consider an ordinance on a request by Jeffery Benson for a zone change from LR-3, Local Retail District to a Planned District for a Shopping Center. No changes have been made to this item since its first reading on February 14, 2012.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Jeffery Benson is planning to construct Cinergy Cinemas' movie theater and family entertainment complex near the northeast corner of the intersection of Business I-20 and Liberty Drive. The current zoning supports the proposed use, but not the proposed maximum building height of just over 51 feet. Rezoning the property to a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District, provides for defining the development with a site plan and adopting a height beyond the permitted two and one-half stories. This greater height accommodates the building's decorative façade and its large movie screens. The building's highest point will be located several hundred feet back from any of the adjacent roads to provide a reduced sense of scale. Inside the building, this height will accommodate 11 separate movie auditoriums and a large recreation space with a suspended rope course, arcade area, and other family entertainment.

Parking requirements for the theater's 1,649 movie seating capacity per city regulations was more than adequately met with 413 parking spaces (Exhibit A). However, the uniqueness of the theater plus additional recreation activities proves difficult to predict and attribute a fixed parking ratio without a comparable business model. In an effort to minimize any potential parking issues, staff worked with the developer by presenting an agreement to provide 465 paved parking spaces (Exhibit – A) with an accommodation to handle any peak overflow parking on-site in a semi-improved lot (which has the capacity for another 109 vehicles), if needed, for the first 180 days of operations. This option to arrange for on-site overflow parking addresses the anticipated surge in demand for parking with the new business. It also permits the developer and the city to gauge the need for fully improved additional parking beyond this opening business peak.

Staff concurs with the Planning & Zoning Commission that rezoning this property from LR-3, Local Retail District, to a Planned District for a Shopping Center subject to development in accordance with Exhibits A – D.

Attachments:

Maps

February 6, 2012 Planning & Zoning Commission Staff Report

Exhibit A – Site Plan

Exhibit B & C – Elevations

Exhibit D – Rendering

Proposed Ordinance



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-12-003, Jeffery Benson.

Purpose:

Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Jeffery Benson for a zone change from LR-3, Local Retail District to a Planned District for a Shopping Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approving this request.

Discussion:

Jeffery Benson is planning to construct Cinergy Cinemas' movie theater and family entertainment complex near the northeast corner of the intersection of Business I-20 and Liberty Drive. The current zoning supports the proposed use, but not the proposed maximum building height of just over 51 feet. Rezoning the property to a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District, provides for defining the development with a site plan and adopting a height beyond the permitted two and one-half stories. This greater height accommodates the building's decorative façade and its large movie screens. The building's highest point will be located several hundred feet back from any of the adjacent roads to provide a reduced sense of scale. Inside the building, this height will accommodate 11 separate movie auditoriums and a large recreation space with a suspended rope course, arcade area, and other family entertainment.

Parking requirements for the theater's 1,649 movie seating capacity per city regulations was more than adequately met with 413 parking spaces (Exhibit A). However, the uniqueness of the theater plus additional recreation activities proves difficult to predict and attribute a fixed parking ratio without a comparable business model. In an effort to minimize any potential parking issues, staff worked with the developer by presenting an agreement to provide 465 paved parking spaces (Exhibit – A) with an accommodation to handle any peak overflow parking on-site in a semi-improved lot (which has the capacity for another 109 vehicles), if needed, for the first 180 days of operations. This option to arrange for on-site overflow parking addresses the anticipated surge in demand for parking with the new business. It also permits the developer and the city to gauge the need for fully improved additional parking beyond this opening business peak.

Staff concurs with the Planning & Zoning Commission that rezoning this property from LR-3, Local Retail District, to a Planned District for a Shopping Center subject to development in accordance with Exhibits A – D.

Attachments:

Maps

February 6, 2012 Planning & Zoning Commission Staff Report

Exhibit A – Site Plan

Exhibit B & C – Elevations

Exhibit D – Rendering

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOTS 1-4, BLOCK 2, GATEWAY PLAZA, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED LR-3, LOCAL RETAIL DISTRICT, TO BE USED AS A PD, PLANNED DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF BUSINESS INTERSTATE 20 AND LIBERTY DRIVE); PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of “Planned Districts” under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a Planned District for a Shopping Center, set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned LR-3, Local Retail District, and it shall be used as a Planned District for a Shopping Center, subject to the special conditions and restrictions hereinafter set out, said property being described as follows:

Lots 1-4, Block 2, Gateway Plaza, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the development of said property shall conform to the regulations of the LR-2, Local Retail District, except where otherwise stated herein.
2. That the new construction shall be consistent with the Site Plan (Exhibit "A"), the Structure Elevations (Exhibits "B" and "C"), and the Theater Rendering (Exhibit "D"). Said Exhibits are attached hereto and incorporated herein.
3. That the maximum height of the building or decorative projections shall not exceed 52 feet.
4. That the landscaping shall conform to City regulations in place at the time of development.
5. That the paved parking lot shall initially include a minimum of 465 parking sites.
6. That the indicated overflow parking area shall be compacted material, maintained for dust control and accessed only from the internal drive with no ingress/egress directly to Liberty Drive.
7. That a pipe rail/fencing barricade or similar structure shall be installed between the overflow parking area and the City of Midland detention basin.
8. That the overflow lot shall be closed to theater vehicle traffic or paved (in or whole or in part) for the continued use as a paved parking lot within 180 days after the commencement of business operations.
9. That the sidewalk adjacent to the paved parking lot area shall be constructed to City of Midland standards; the sidewalk shall be completed adjacent to the overflow lot at such time as this area is developed.
10. That the parking lot configuration shall be considered illustrative, provided that parking space counts are not reduced and required drive aisle widths comply with City of Midland regulations.
11. That the dumpsters and any ground-based mechanical equipment shall be screened in accordance with City of Midland regulations.
12. That all signage shall be in compliance with the City of Midland sign code.
13. That a drainage plan must be submitted and approved.
14. That, with the exception of paving the overflow parking area, any future changes to the site plan (such as the addition of future theater screens) will require an amendment to the planned district in the same manner as a zone change.

15. That City of Midland Ordinance No. 8694 is amended by this ordinance.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PLANNING AND ZONING COMMISSION

February 6, 2012

CASE: Z-12-003.

REQUEST: Hold a public hearing and consider a request for a zone change from LR-3, Local Retail District, to a PD, Planned District for a Shopping Center.

APPLICANT/OWNER: Jeffery Benson.

LEGAL DESCRIPTION: Lots 1-4, Block 2, Gateway Plaza, City and County of Midland, Texas.

LOCATION: Generally located on the northeast corner of the intersection of Business I-20 and Liberty Drive.

CURRENT ZONING: LR-3, Local Retail District.

ASSOCIATED CASES: Z-08-033.

DETAILS OF REQUEST:

1. The applicant plans to develop this vacant land with a movie theater and family entertainment complex. The property is currently zoned LR-3, Local Retail District, which would accommodate the proposed use, but not the maximum building height. Rezoning the property to a PD, Planned District for a Shopping Center, subject to regulations of the LR-2, Local Retail District, provides for defining the development with a site plan and adopting a height beyond the permitted two and one-half stories.

SURROUNDING ZONING AND LAND USE:

2. This property is bounded on the north by Starboard Drive, on the west by Liberty Drive, and Business I-20 and the Loop 250 Exit Ramp to the south and southeast, respectively. Neighboring zoning is Local Retail with LR-3 to both the east and west and LR-2 to the north, all of which is currently undeveloped. A Planned District for a Housing Development lies to the north with a 96-unit apartment complex nearing completion. Across Business I-20 is a fully-developed IP-3, Industrial Park District.

SITE PLAN/ANALYSIS:

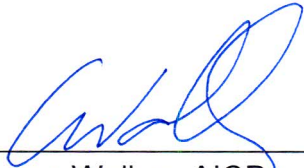
3. The building is shown to have a ground floor footprint of 42,459 square feet with a maximum height of just over 51 feet. This height is greater than what is currently allowed under the LR-2, Local Retail District, regulations which permits up to 2 ½ stories. The greater height is requested for the decorative, architectural projection on the building's front facade and to accommodate the size of the large movie screens (Exhibit – B). The greater height is typical for a movie theater use and the building's highest point will be located several hundred feet back from any of the adjacent roads to provide a reduced sense of scale. The building design will be tilt-wall panels of concrete/stucco material painted in alternating light-tone and neutral colors to avoid a solid, blank wall face on the non-entry sides. Ingress and egress to the property will be through two drives; one on Liberty Drive and the other on Starboard Drive. The theater itself is designed to seat 1649 patrons distributed among the 11 separate auditoriums. City code parking requirements call for 413 parking spaces to address this capacity for a movie theater. This venue also includes such activities as an arcade, mini-bowling, a rope course and a laser maze that are more difficult to assign a fixed parking ratio without a comparable business model. The result of staff working with the developer was a requirement for 465 paved parking sites (Exhibit – A) with an accommodation to handle any peak overflow parking on-site in a semi-improved lot (which has the capacity for another 105 vehicles), if needed, for the first 180 days of operations. This option to arrange for on-site overflow parking addresses the anticipated surge in demand for parking with the new business to minimize any potential parking code issues. It also permits the developer and the city to gauge the need for fully improved additional parking beyond this opening business peak. Landscaping coverage for the lot is more than adequate with the final tree count to meet city code.

STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from LR-3 to a PD, Planned District for a Shopping Center, subject to the following conditions:

- A. That the development of this planned district, except where expressly noted otherwise, shall comply with LR-2, Local Retail District zoning regulations;
- B. That the new construction is consistent with the Site Plan (Exhibit A), Structure Elevations (Exhibits B & C), and Theater Rendering (Exhibit D);
- C. That the maximum height of the theater building shall not exceed 52 feet;
- D. That the landscaping shall conform to City regulations in place at the time of development;

- E. That access to the overflow parking area shall be compacted material, maintained for dust control and accessed only from the internal drive;
- F. That the overflow lot shall be closed to theater vehicle traffic or paved (in whole or in part) for the continued use as a paved parking lot after 180 days of initial business operations;
- G. That dumpsters and any ground-based mechanical equipment shall be screened in accordance with city regulations;
- H. That all signage shall be in compliance with the city sign code;
- I. That a drainage plan must be submitted and approved;
- J. That Ordinance 8694 is amended by this action.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Site Plan – Exhibit A
Elevations – Exhibits B & C
Rendering – Exhibit D
Maps

Case Number: Z-12-003

CITY OF MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

Andrew Mellen 432-687-0865
Applicant Name (Phone/e-mail)
110 W. Louisiana Ave 79701
Address Zip Code

Jeffrey Benson 214-750-6607
Property Owner Name (Phone/e-mail)
11311 N. Central Expwy., Suite 336 Dallas Tx 75243
Address Zip Code

Andrew Mellen 432-687-0865
Representative Name (Phone/e-mail)
110 W. Louisiana Ave 79701
Address Zip Code

Street address and Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal). Each district must be described separately. X

PRESENT ZONE: LR-3 REQUESTED ZONE: PDSC
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Building Height Restrictions

Present Use of Property: Raw Land

Proposed Use of Property: Movie Theatre, Arcade, Entertainment

How will zone change affect the public health, safety and welfare? Provide more Entertainment

Describe how conditions affecting the property have changed since present zoning designation: None

Is a Specific Use Permit with Term for alcoholic beverages sales needed? X Yes ___ No

- Single, standard zone change: **\$400**. Multiple, standard zone change: add **\$100** per additional district.
- Single PD, Planned District zone change: **\$550**. Multiple PD proposal: add **\$100** per district.
- If a Traffic Impact Analysis is required, a fee of up to \$500.00 will be assessed.

SITE PLAN SUBMITTALS (if applicable):

16 copies (FOLDED) of the PD site plan:

Site Plan in digital format .pdf and .jpg:

✓
✓

SIGNATURE (by property owner only - authorized agent must sign affidavit below)

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

Andrew Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Jeffrey Benson, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen

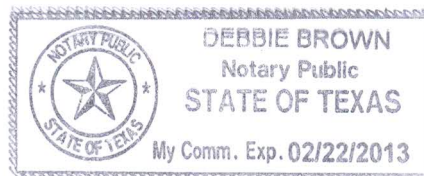
Authorized Agent (signature)

Subscribed and sworn to before me, this 6th day of January, 20 12, to certify which witness my hand and seal of office.

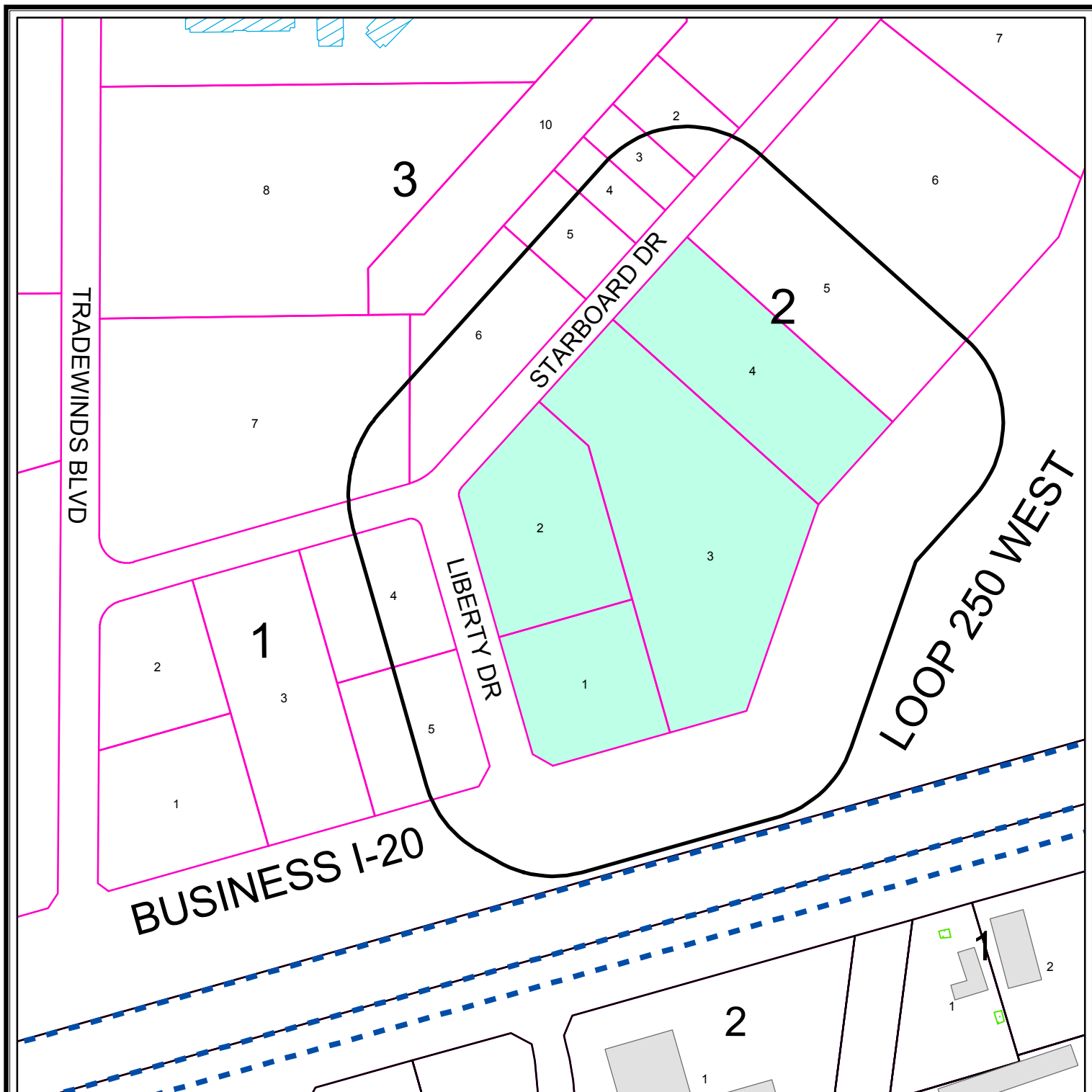
Debbie Brown

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>KV</u>	Date: <u>1/18/12</u>
Assigned: <u>KV</u>	
For: _____	On: _____



****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

Z - 12 - 003

Scale: 1" = 250'

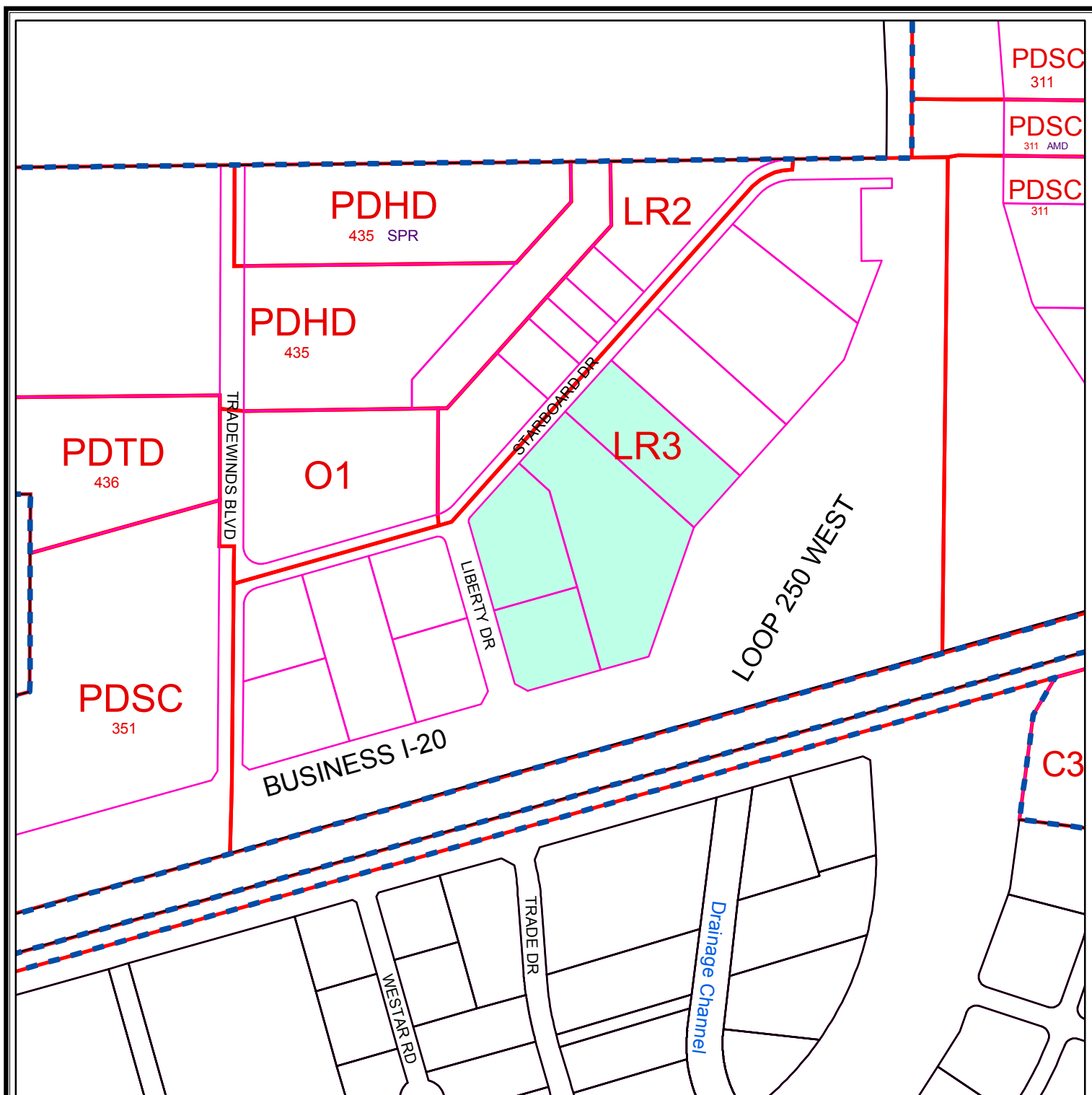
Consider a request for a zone change from LR-3, Local Retail District, to PD, Planned District for a Shopping Center on Lots 1 thru 4, Block 2, Gateway Plaza, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS



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ZONING MAP

Z - 12 - 003

Scale: 1" = 400'

Consider a request for a zone change from LR-3, Local Retail District, to PD, Planned District for a Shopping Center on Lots 1 thru 4, Block 2, Gateway Plaza, City and County of Midland, Texas.

LEGEND

ZONING

CITY LIMITS

CITY PARCELS

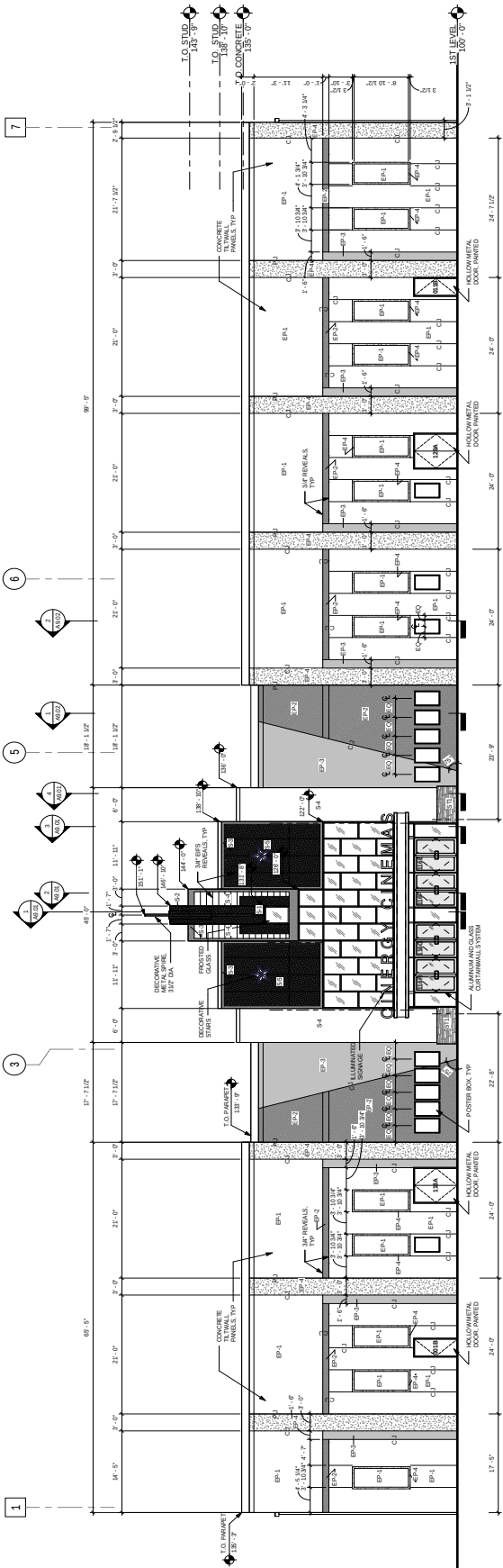
COUNTY PARCELS

ZONING DISTRICTS:

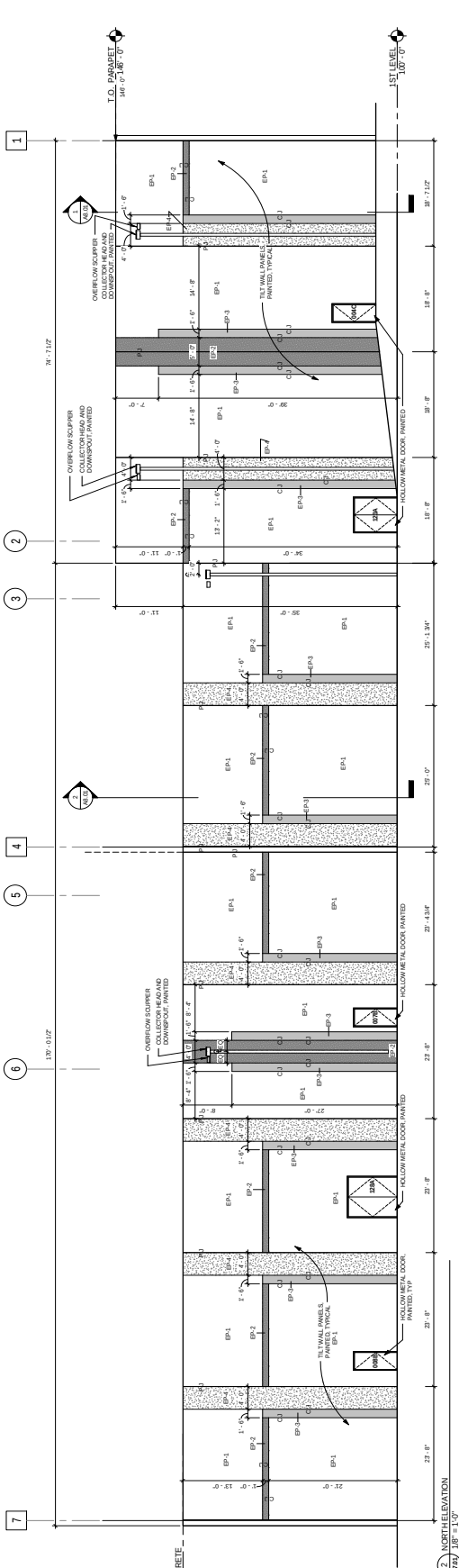
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
IF1, IF2, IF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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1 SOUTH ELEVATION
1/8" = 1'-0"



2 NORTH ELEVATION
1/8" = 1'-0"

CODE	MANUFACTURER	COLOR TYPE	REMARKS	CONTACT
PAINT				
EP-1	Sherwin Williams	SW 6129 "Resistant Gray"		
EP-2	Sherwin Williams	SW 6109 "Hopsack"		
EP-3	Sherwin Williams	SW 7025 "Backdrop"		
EP-4	Sherwin Williams	SW 6145 "Under"		
STONE				
ST-1	TED			
STUCCO				
S-1	DYME	To finish SW 7027 "Mid-Bred Brown"		
S-2	DYME	To finish EP-2		
S-3	DYME	To finish EP-3		
S-4	DYME	To finish EP-4		
S-5	DYME	TED		

REVISIONS		
NO.	DATE	DESCRIPTION

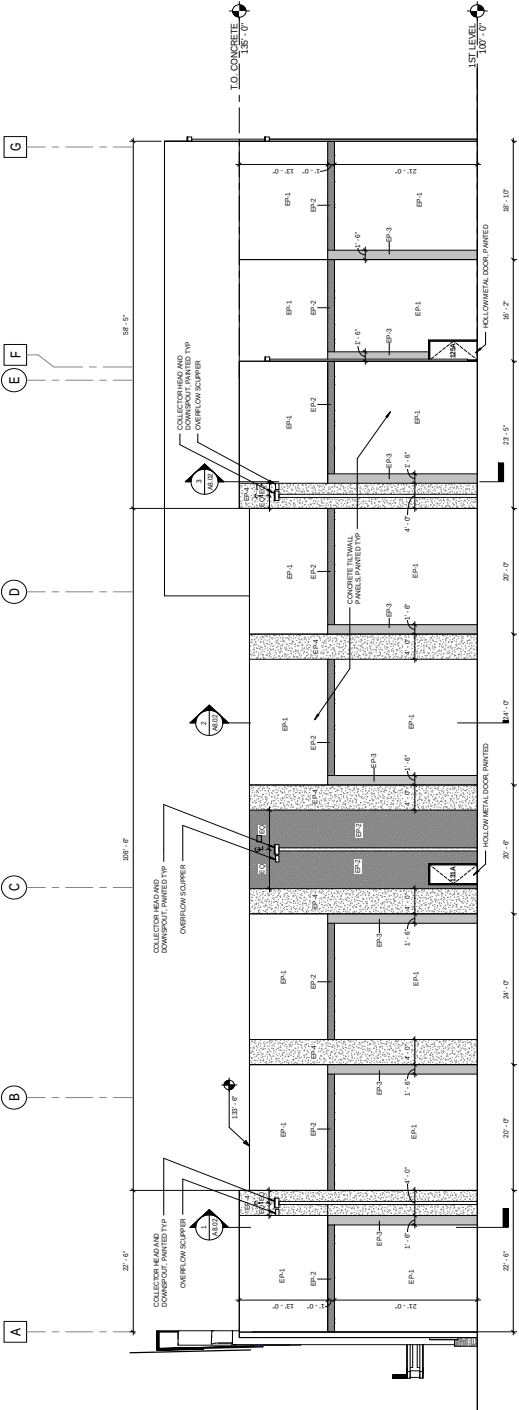
Project
**Cinergy
Cinemas -
Midland**

Client
**Midland, Texas
Cinergy Cinemas**

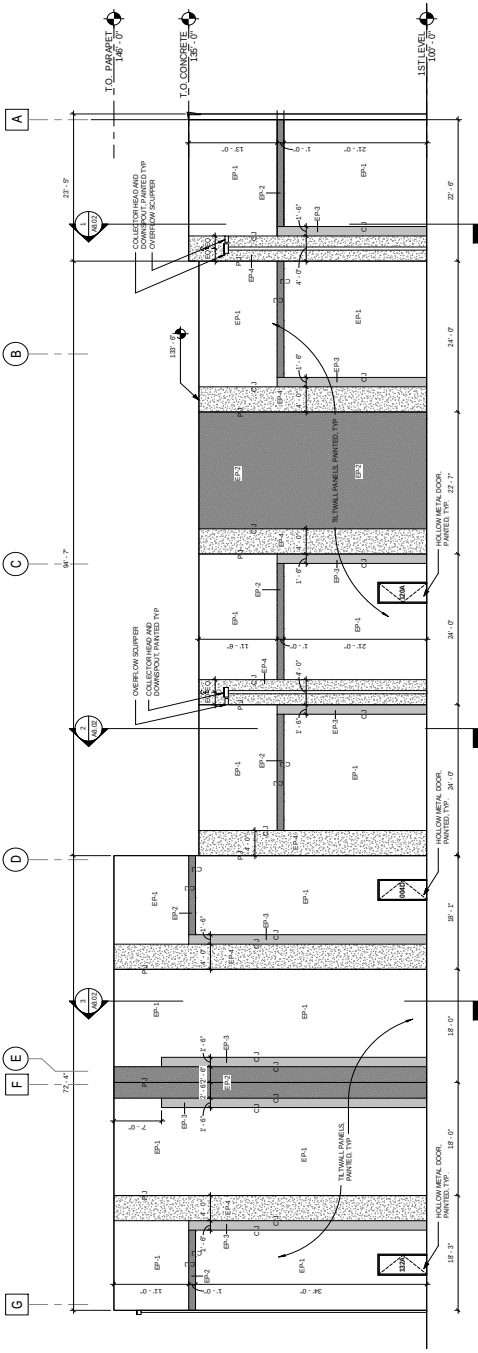
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Sheet Title
**Exterior
Elevations**

NOTES		
1. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.	2. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.	3. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.
4. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.	5. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.	6. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THESE ELEVATIONS UNLESS OTHERWISE NOTED.



1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

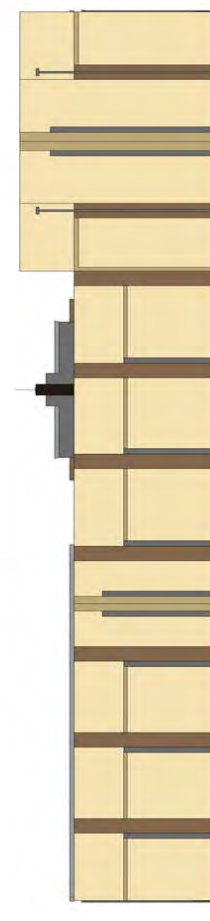
CODE	MANUFACTURER	COLOR / TYPE	REMARKS	CONTACT
PAINT				
EP-1	Sherrin Williams	SW GL26 "Resistant Gold"		
EP-2	Sherrin Williams	SW GL09 "Hopsack"		
EP-3	Sherrin Williams	SW 2025 "Backings"		
EP-4	Sherrin Williams	SW GL46 "Unifor"		
STONE				
ST1	TED			
STUCCO				
S1	Dyvel	To match SW 2027 "Well-Bred Brown"		
S2	Dyvel	To match EP-2		
S3	Dyvel	To match EP-3		
S4	Dyvel	To match EP-4		
S5	Dyvel	TED		



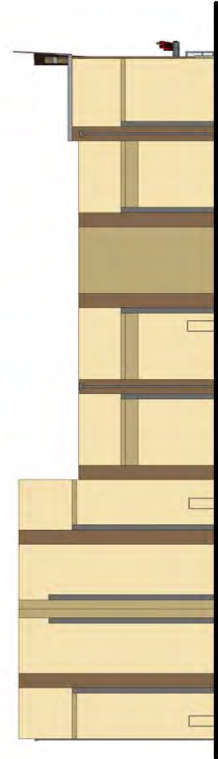
FRONT PERSPECTIVE



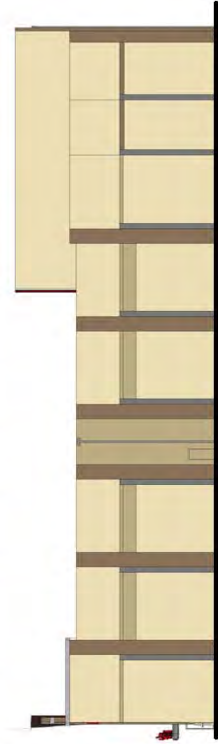
FRONT



REAR



LEFT



RIGHT



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-049, City-initiated Zone Change

Purpose:

Consider an ordinance on second reading for a City-initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application

Discussion:

The City Council annexed the subject 156-acre parcel near the Midland International Airport in 2009. At that time it was annexed as an FD District. The staff has since completed a land use study and recommended that the Council rezone this tract to an IP-2, Industrial Park District. The City Council agreed with the Planning and Zoning Commission's recommendation for approval on February 14th. It is now appropriate to consider this ordinance on second and final reading.

Attachments:

Location Map



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-049, City-initiated Zone Change-FM 1788

Purpose:

Hold a public hearing at approximately 10:39 a.m. and consider an ordinance on a City-initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The City Council annexed this 156-acre tract in 2009. With no zoning plan available, the Council zoned the property FD District as an interim "holding" district. The staff has completed a land use study, and is recommending that this land be rezoned to an IP-2 District. This district is intended to provide a "campus" type setting for manufacturing and warehousing. It includes a list of 84 uses, the last one being a broad statement allowing uses "...no more offensive than the above." Therefore, office and retail uses are also allowed. It appears that all of the existing land uses conform to this district. The IP-2 district requires 75% of the exterior front and sides of buildings to be brick, stucco, or some material other than a metal skin. To date, we have received one letter of opposition. The Planning and Zoning Commission considered this item on February 6th. We will provide the Council with the Commission's recommendation at the February 14th meeting.

Attachments

Location Map

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 156.88-ACRE TRACT OF LAND OUT OF SECTIONS 6, 7 AND 8, BLOCK 40, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH IS PRESENTLY ZONED FD, FUTURE DEVELOPMENT DISTRICT, TO BE USED AS AN IP-2, INDUSTRIAL PARK DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF FARM-TO-MARKET ROAD 1788, NORTH OF BUSINESS INTERSTATE 20); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of Districts under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of an IP-2, Industrial Park District, as set out hereinafter;

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

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned FD, Future Development District, and it shall be used as an IP-2, Industrial Park District, said property being described as follows:

A 156.88-acre tract of land out of Sections 6, 7 and 8, Block 40, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Legal Description
For Proposed Zoning to IP-2, Industrial Park District

For a 156.88 acre tract located in the City of Midland, Texas and being a portion of the following T & P R.R. Co. Surveys located in Midland County, Texas; Sections 6, 7 and 8, Block 40, T-2-S and being more fully described as follows,

Beginning at a found 4" highway dept. disk set in concrete in the west line of La Force Blvd. and the north line of Business 20 and having a coordinate of X= 1,714,036.92 ft., Y= 10,669,327.25 ft.

Thence along the north line of said Business 20 as follows;

S 21° 58' 00" W a distance of 98.08 ft. to a found concrete right-of-way marker,
S 53° 40' 44" W a distance of 298.61 ft. to a point,
S 45° 11' 15" W a distance of 284.95 ft. to a found concrete right-of-way marker,
S 54° 21' 20" W a distance of 150.80 ft. to a found concrete right-of-way marker,
S 59° 42' 35" W a distance of 1369.27 ft. to a point,
S 71° 40' 20" W a distance of 542.17 ft. to a point in the east right-of-way line of FM 1788,

Thence S 73° 54' 55" W crossing said FM 1788 a distance of 729.96 ft. to a concrete right-of-way marker in the north line of Business 20 and the west line of FM 1788 and having a coordinate of X= 1,711,036.56 ft., Y= 10,667,707.35 ft.

Thence N 11° 51' 59" W along the west line of said FM 1788 a distance of 779.75 ft. to a found right-of-way monument in the west line of said FM 1788,

Thence along the west line of said FM 1788 as follows;

N 43° 25' 42" E a distance of 483.09 ft. to a found concrete right-of-way monument,
N 12° 19' 06" W a distance of 1451.48 ft. to a found concrete right-of-way monument at the beginning of a curve to the left,
Along said curve with a radius of 2809.51 ft., an arc length of 1695.07 ft. having a chord bearing of N 34° 36' 58" W with a chord distance of 1669.48 ft. to a found concrete right-of-way monument for the end of this curve,
N 51° 54' 01" W a distance of 1823.86 ft. to a found iron rod for the east corner of a tract to TXU Electric Delivery Co.,

Thence N 38° 06' 00" E crossing said FM 1788 a distance of 119.99 ft. to a point in the east line of same,

Thence along the east right-of-way of FM 1788 as follows;

S 51° 54' 02" E a distance of 1823.86 ft. to a point at the beginning of a curve to the right,
Along said curve to the right with a radius of 2929.51 ft., an arc length of 1730.04 ft. and a chord bearing of S 34° 58' 56" E a chord distance of 1705.01 ft. to a found ½" diameter iron rod for the northwest corner of a so called 131.42 ac. tract,

Thence N 75° 14' 14" E along the north line of the said 131.42 ac. tract a distance of 2215.34 ft. to a point in the west line of Wright Drive,

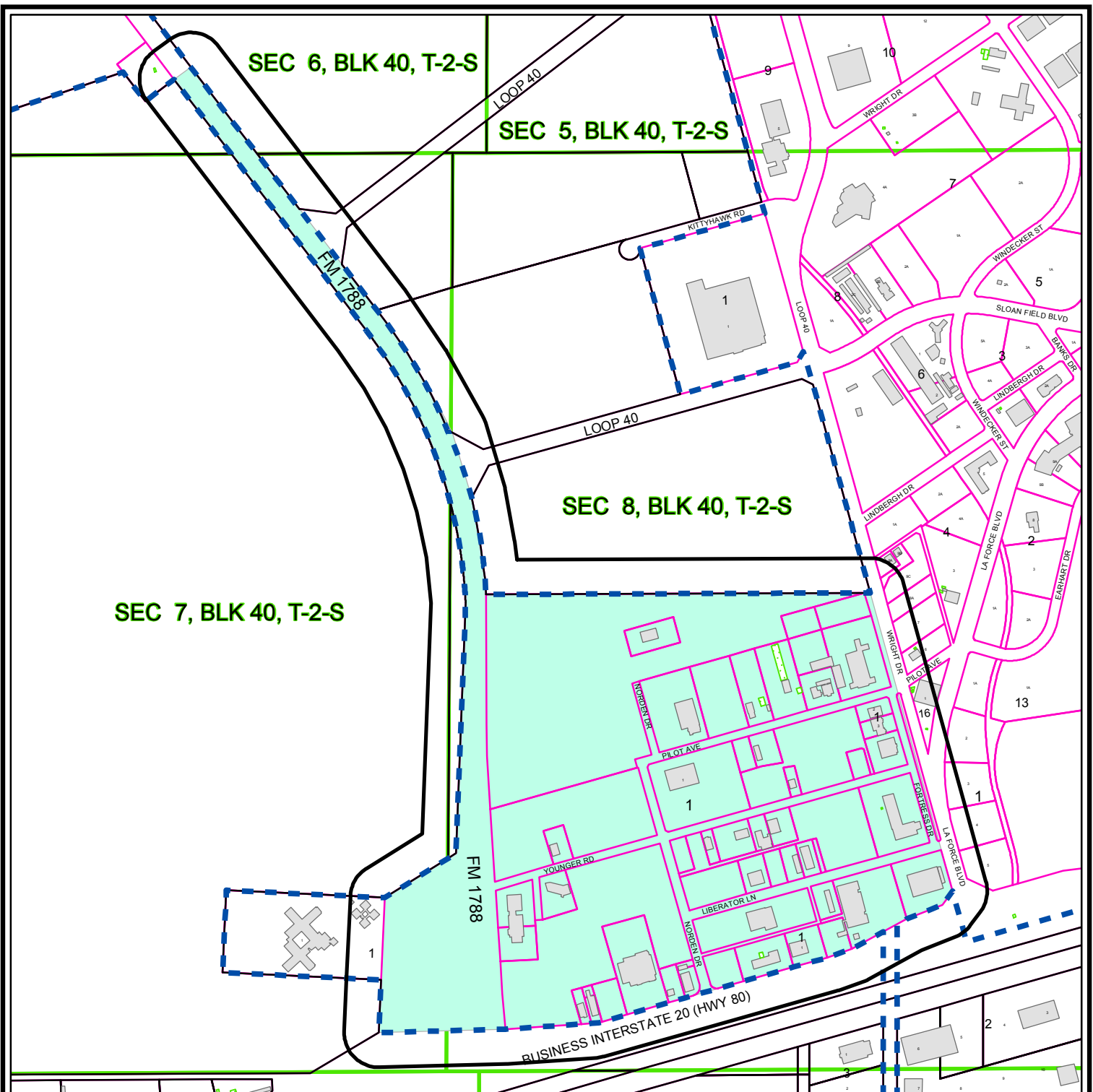
Thence S 29° 58' 36" E along the westerly line of Wright Drive and La Force Blvd. a distance of 1787.05 ft. to the place of beginning and containing 156.88 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which is was prepared.




Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7290



OWNER NOTIFICATION WITHIN CITY LIMITS ONLY

Z - 11 - 049

Scale: 1" = 800'

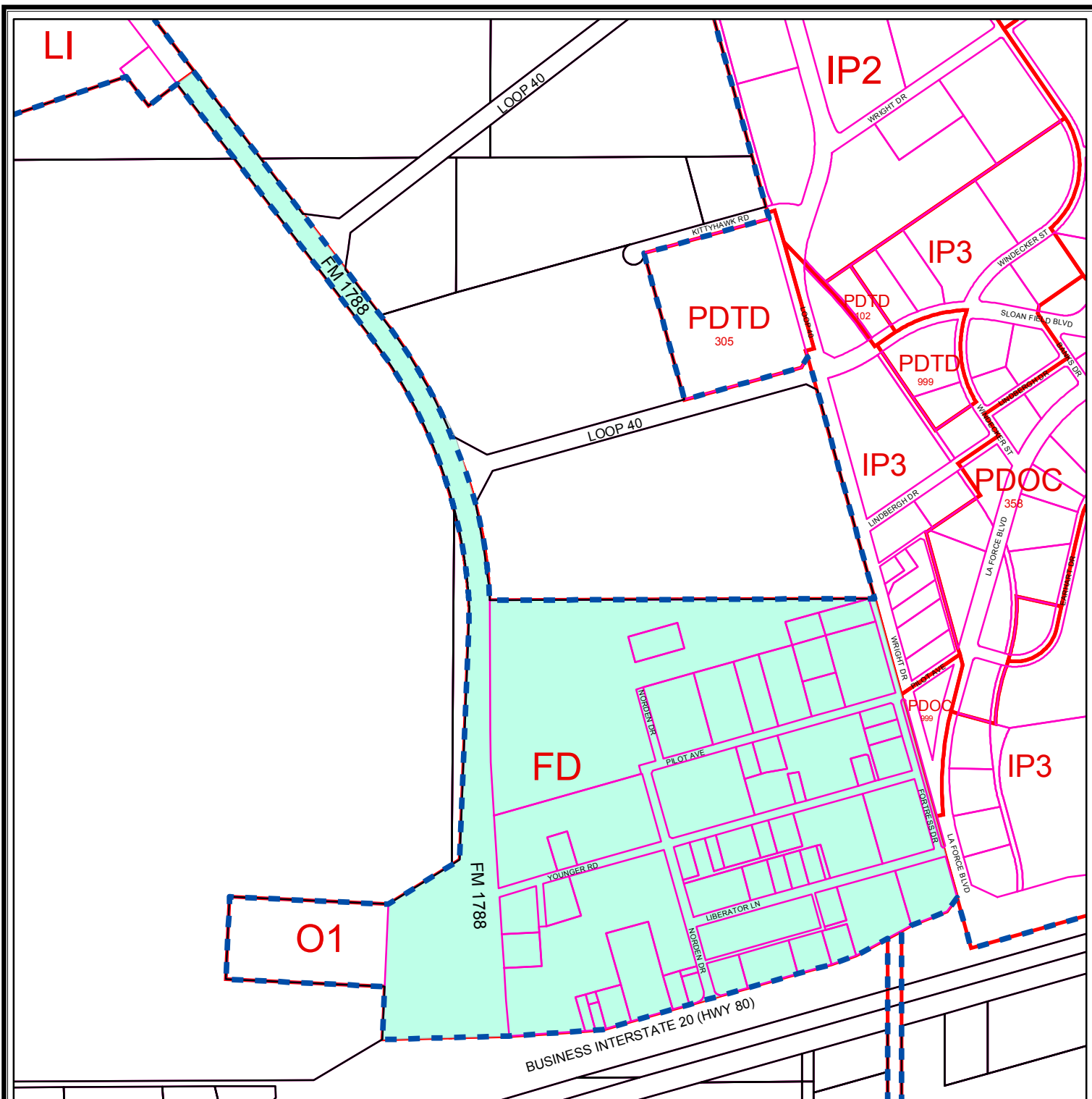
Consider a City Initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District on a 156.88-acre tract of land out of Sections 6, 7 and 8, Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- SURVEY SECTION
- COUNTY PARCEL
- CITY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 11 - 049

Scale: 1" = 800'

Consider a City Initiated proposal for a zone change from FD, Future Development District to IP-2, Industrial Park District on a 156.88-acre tract of land out of Sections 6, 7 and 8, Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ZONING
- CITY LIMITS
- CITY PARCELS
- COUNTY PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
IF1, IF2, IF3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012
TO: CITY COUNCIL/CITY MANAGER
FROM: Cameron Walker, Planning Division Manager
SUBJECT: E-11-004, C. Hollis Construction

Purpose:

Consider an ordinance on second reading on a request by C. Hollis Construction for a Special Exception from the Zoning Code regarding side yard setback on "K" Street.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The applicant wishes to add a garage and laundry on to her side yard at Holloway Avenue and "K" Street. However, the new construction would only observe a six-foot setback from the side lot line. Further, the garage door would only be six feet from the side lot line, instead of the required 20 feet. However, there are two conditions supporting her request. Instead of there being 9.5 feet of right-of-way behind the street curb, there is 23 feet. Second, the garage door would be 29 feet from the curb line, allowing plenty of room to avoid having vehicles interfering with traffic. The City Council approved this request on February 14th. It is now appropriate to consider this ordinance on second and final reading.

Attachment:

Location Map



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: E-11-004, C. Hollis Construction

Purpose:

Hold a public hearing at approximately 10:42 a.m. and consider an ordinance on a request by Rona Porter for a Special Exception from the Zoning Code concerning the side yard setback for a garage.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The applicant desires to construct a garage and laundry room at the rear of her property, located between her residence and a detached accessory building (see Exhibit A). However, the proposed structure exceeds the minimum setback requirements. The Zoning Code requires a 10-foot side yard setback for the garage structure and a 20-foot setback for the garage door, measured from "K" Street. This requirement prevents vehicles parked in driveways from extending into public right-of-way. This garage would extend four feet into the setback area, and the garage door would extend 14 feet into the setback area. There are two conditions, which we believe support this request. First, there are several properties in this area, including directly across "K" Street, that currently have legal non-conforming structures extending into the respective setbacks. Second, instead of having the typical 9.5 feet of right-of-way behind the "K" Street curb, the width is 23 feet. This distance is sufficient to avoid a vehicle parked in the driveway from extending to the street paving. The Planning and Zoning Commission voted unanimously to recommend approval of this request, and the Staff concurs.

Attachments:

January 3, 2012 P&Z Staff Report
Proposed Ordinance and Site Plan

ORDINANCE NO.

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

WHEREAS, by Ordinance No. 8416, the City Council modified the authority of the Board of Adjustment; and

WHEREAS, Title XI, Chapter 1, Section 12 (“11-1-12”), of the Midland City Code provides for the consideration of requests for special exceptions to the Midland Zoning Code; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of 11-1-12 to grant such a special exception and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to 11-1-12, for the purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas. Said special exception shall allow an encroachment into the required side yard setback for construction of a garage.

SECTION TWO. Said special exception is subject to the following special conditions:

1. That the location of the garage shall conform to the conditions shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.
2. That the garage shall be allowed to extend a maximum of 4 feet into the 10-foot side yard setback adjacent to "K" Street.
3. That the garage shall be a minimum of 5 feet from all building structures.
4. That the exterior of the garage shall be finished using building materials consistent with the overall appearance of the primary residential structure.
5. That a Certificate of Occupancy shall be issued before this garage may be put to use by the land owner.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland,

Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
January 17, 2012**

E-11-004 - Hold a public hearing and consider a request by **C. Hollis Construction** for a *Special Exception to the Zoning Code* concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas. (Generally located on the southwest corner of the intersection of Holloway Avenue and S. "K" Street.)

Applicant yielded to staff. Senior Planner Jim Compton explained this was a special exception from the Zoning Code. He stated they have reviewed some of the other properties in the area and the condition that is being requested is prevalent in the neighborhood and exists directly across the street. Staff recommends requested exceptions be approved subject to conditions A-G.

Chairman Ferguson asked for anyone else wishing to speak and there being no one else wishing to speak in favor or in opposition to the item, closed the public hearing.

After brief discussion a motion for approval, subject to Conditions A-G, was made by Commissioner Gatten; seconded by Commissioner Norris. The motion carried by the following vote: AYE: Ferguson, Gatten, Lanning, Wolf, Watkins, Wilton, Norris and Carrillo. NAY: None. ABSTAIN: None. ABSENT: Woodruff and York

PLANNING AND ZONING COMMISSION

January 17, 2012

CASE: E-11-004; C. Hollis Construction

REQUEST: Hold a public hearing and consider a request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage.

APPLICANT: Chris Hollis

OWNER: Rona Porter

LEGAL DESCRIPTION: Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of Holloway Avenue and S. "K" Street.

CURRENT ZONING: 1F1, One Family Dwelling District

DETAILS OF REQUEST:

1. The applicant's request for special exception is two-fold: to allow for the construction of a garage structure at the rear of her property which will encroach 4 feet into the required 10 foot side yard setback; and to allow the garage entrance to be only 6 feet from the property line rather than 20 feet as required by the Zoning Code.

ANALYSIS:

2. The Planning & Zoning Commission is authorized to consider and recommend Special Exceptions for architectural and other projections of a "minor" extent into the front or side yard setback areas of a property and when it can be demonstrated that a substantial proportion of the other properties in the same area and zoning district are legally enjoying the conditions which the applicant is requesting.
3. In this case, Ms. Porter is planning to construct a structure between the primary residence and an existing accessory structure. This new structure will consist of a laundry room and a garage. As shown in Exhibit A, the garage will be accessed from "K" Street. This building will observe a setback of approximately 6 feet from the side property line which is approximately 23 feet from the back of the curb along "K" Street. While a 4

foot encroachment may seem excessive staff feels that the existing conditions should be considered. Typical distance from the back of curb to property line is approximately 10 feet. However, in this case, the distance from Ms. Porter's east property line to the back of the curb along "K" Street is approximately 17 feet. Therefore, based on this condition, we find this request for a 4 foot encroachment into the side yard setback to be reasonable.

4. The second part of this request is to reduce the required setback of 20 feet from the entrance of the garage. The purpose of this setback requirement is to minimize the likelihood that a vehicle parked in the driveway will extend into the street. Again, because the distance from Ms. Porter's west property line to the back of the curb along "K" Street is approximately 17 feet, the distance from the garage door to the back of curb will be 23 feet. As this condition would prevent the likelihood of a vehicle extending into the street, we support the request to allow the garage entrance to be 6 feet from the property line. Additionally, there are a number of other properties in the immediate vicinity which exhibit similar site conditions, most notably the property directly across "K" Street.

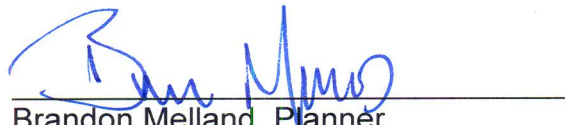
STAFF RECOMMENDATION:

We recommend approval of the request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage, subject to the following conditions:

- A. That the proposed garage structure shall conform to the site plan attached as Exhibit A;**
- B. That the proposed garage structure shall project no further than 4 feet into the required setback.**
- C. That the garage structure will be finished using building materials consistent with the overall appearance of the primary residence.**
- D. That the vehicular entrance to the garage shall be allowed at no less than 6 feet from the property line.**
- E. The proposed garage structure shall be located no less than 5 feet from adjacent structures.**
- F. The proposed garage structure shall satisfy all applicable building and fire codes.**

G. That the construction of the driveway off of "K" Street shall meet Midland City Code standards and specifications for residential driveways.


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Brandon Melland, Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A – Site Plan

#: E-11-004

CITY OF MIDLAND

Planning Division

Chris@CHollisConstruction.com

SPECIAL EXCEPTION APPLICATION

C. Hollis Construction P.O. Box 61312 79711 432 638-3412

NAME OF APPLICANT ADDRESS ZIP PHONE

Rona Porter 1801 Holloway 79706 432 230-9211

OWNER OF PROPERTY ADDRESS ZIP PHONE

NOTE: ATTACH SITE PLAN (FOLDED) ☒ APPLICATION FEE: \$400.00 ☒

ADDRESS AND LEGAL DESCRIPTION OF PROPERTY FOR WHICH APPLICATION IS MADE: (COMPLETE LOT AND BLOCK DESCRIPTION OR IF NOT A LOT IN A RECORDED PLAT, ATTACH A METES AND BOUNDS DESCRIPTION)

25 x 23 Detached Garage - 1801 Holloway

ZONING OF PROPERTY: _____

THE PROPERTY QUALIFIES AS AN EXCEPTION TO THE CITY CODE BECAUSE:

- ☒ a. IT IS AN EXPANSION OF A NONCONFORMING USE
- ☒ b. EXISTENCE OF NONCONFORMING STRUCTURES IN AREA
- ☐ c. ARCHITECTURAL OR OTHER PROJECTIONS OF A MINOR EXTENT

Rona Porter 11-17-11
PROPERTY OWNER DATE

BY: _____
(IF APPLICABLE-SEE NOTE)

NOTE: IF PROPERTY OWNER IS TO BE REPRESENTED BY AUTHORIZED AGENT, THE AGENT SHOULD SIGN THE PROPERTY OWNER AND HIS OWN NAME ON THE LINE PROVIDED ABOVE AND COMPLETE THE AFFIDAVIT BELOW.

State of Texas)
County of Midland)

Before me, the undersigned authority, on this day personally appeared CHRIS HOLLIS who, being duly sworn, upon oath says: That he is authorized by Rona Porter, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

Signature of Affiant

Subscribed and sworn to before me, by the said CHRIS HOLLIS this 17 day of November 2011, to certify which witness my hand and seal of office.

RK MA
Notary Public, Midland County, Texas

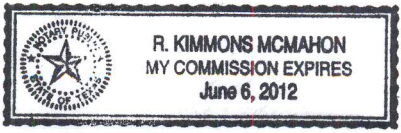
****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY

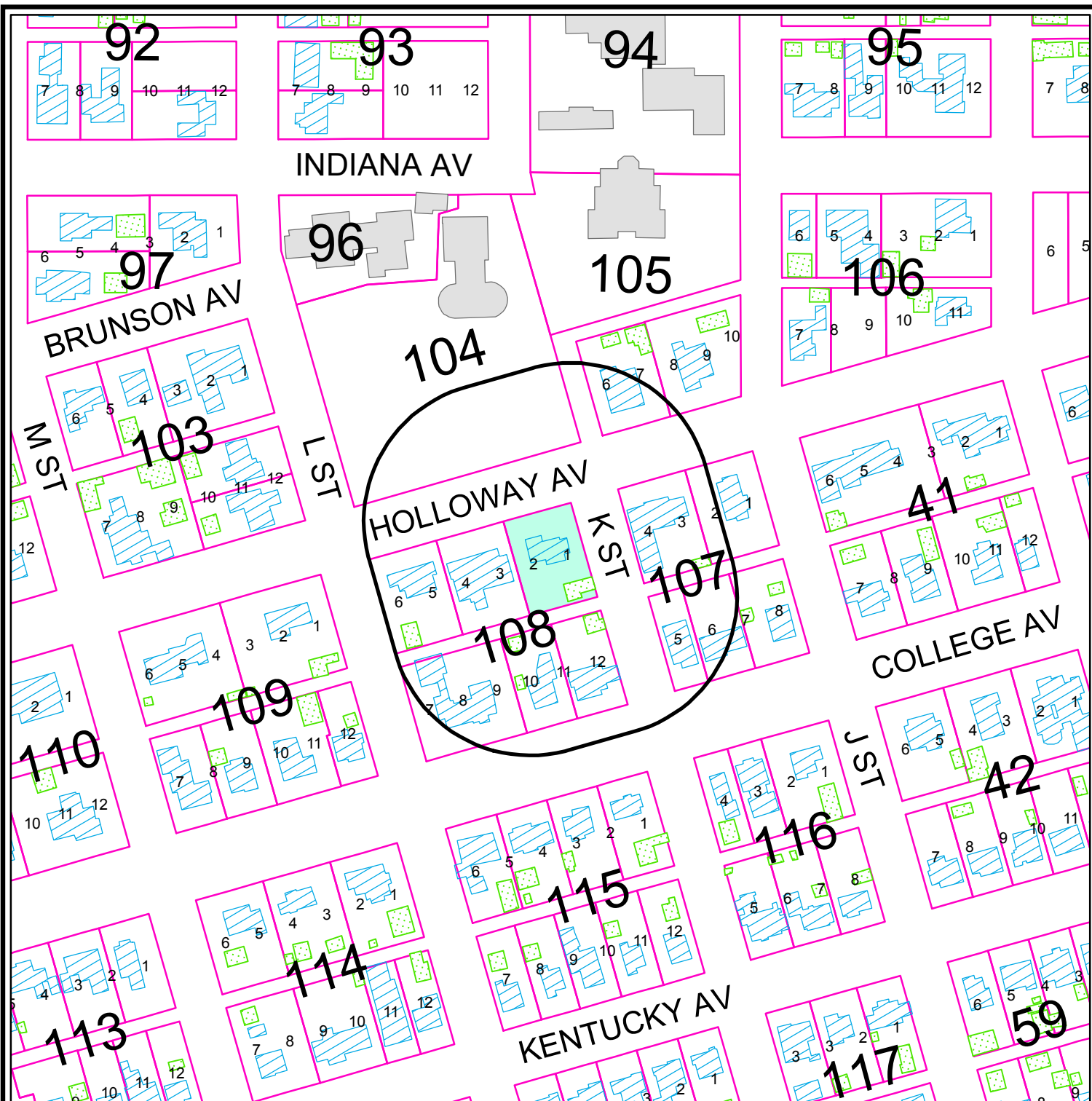
Rec'd By: RM Date: 11/16/11

Assigned: BM

For: P+2 On: 11/3/12



(revised 5/2/11)



PROPERTY OWNER NOTIFICATION MAP

E - 11 - 004

Scale: 1" = 200'

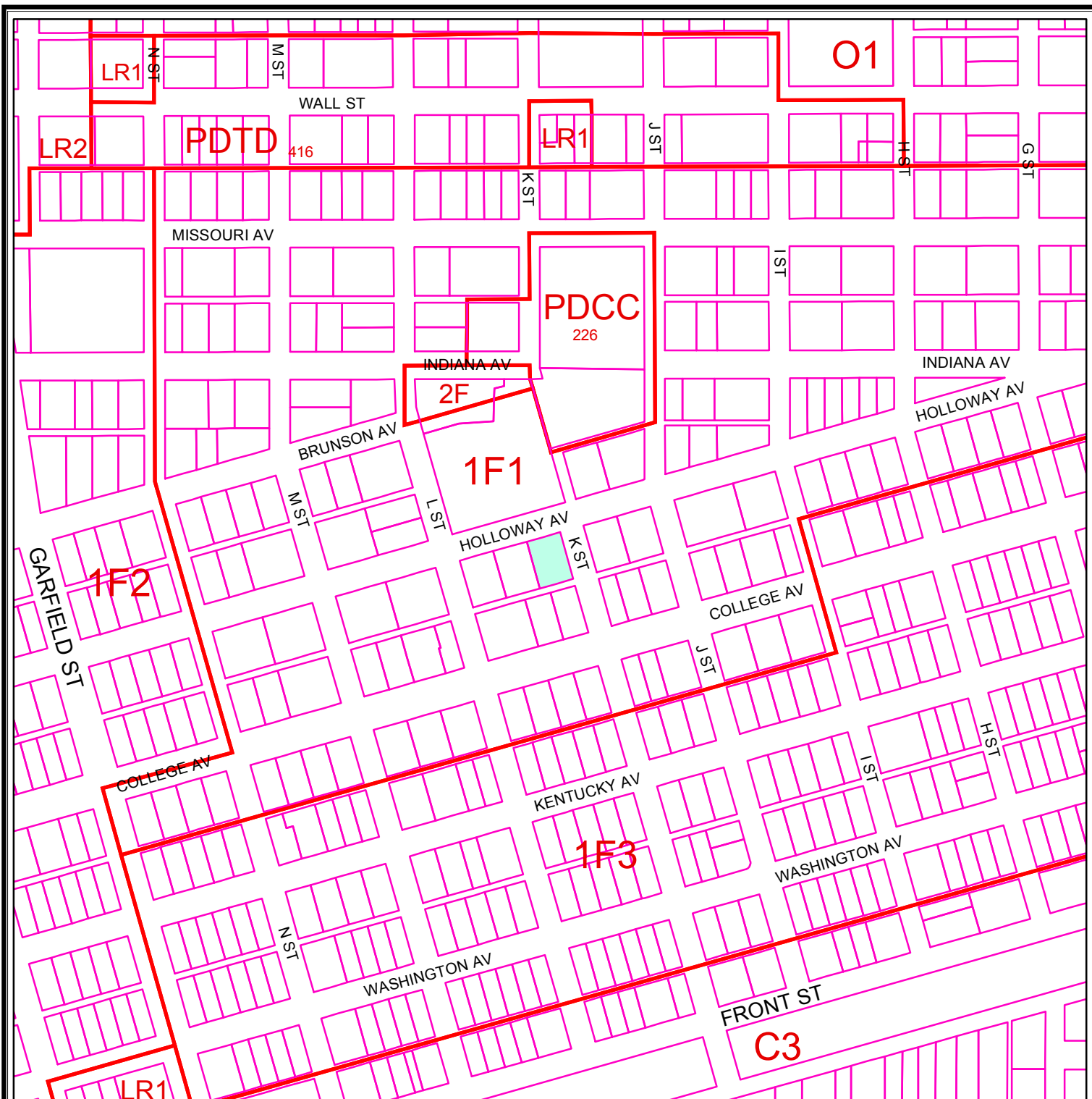
Consider a request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

E - 11 - 004

Scale: 1" = 400'

Consider a request for a Special Exception to the Zoning Code concerning the side yard setback requirements for a garage on Lots 1 and 2, Block 108, West End Addition, City and County of Midland, Texas.

LEGEND

ZONING PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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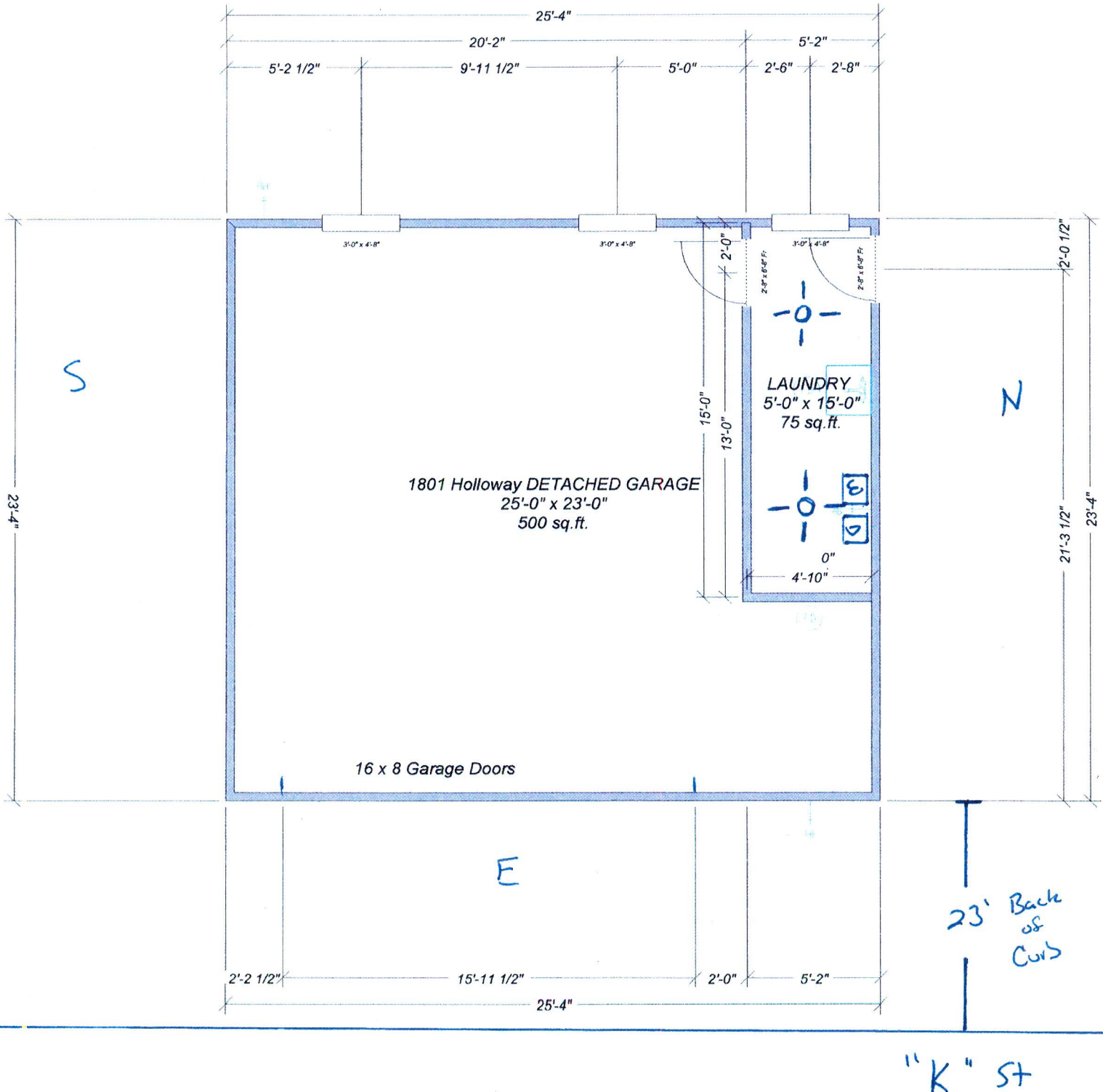
1801 Holloway
- Detached Garage -
Facing "K" St

W

EXHIBIT A

SITE PLAN

CASE NO. E-11-004





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-11-015, Nikki Gatlin

Purpose:

Consider an ordinance on second reading on a request by Nikki Gatlin for a Specific Use Permit, with term, for a Day Care Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Cornerstone Christian Fellowship, located at 901 N. Midland Drive, began a Mother's Day Out program that has become more successful than initially planned. To continue this operation, they must obtain approval of an SUP for a Day Care. A maximum of 32 children will be kept Monday through Thursday from 7:00 a.m. until 6:00 p.m. This type of SUP is "with term", which means an inspection will be conducted by City staff every two years to ensure the conditions of the permit are followed. Following an affirmative recommendation from the Planning and Zoning Commission, the City Council approved this ordinance on first reading on February 14th. The ordinance is now ready for consideration on second and final reading.

Attachments:

Location Map



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-11-015, Nikki Gatlin

Purpose:

Hold a public hearing at approximately 10:45 a.m. and consider an ordinance on a request by Nikki Gatlin for a Specific Use Permit, with term, for a Day Care Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Cornerstone Christian Fellowship, located at 901 N. Midland Drive (former YMCA) operates a Mother's Day Out program. While this service is currently offered two days a week, they wish to expand. Since this land is zoned MF-1 District, this use requires approval of a Specific Use Permit. Planned days and hours of operation are 7:00 am until 6:00 p.m. Monday through Thursday. The center contains 10,950 square feet, and the maximum capacity is 32 children, ages six months to four years. This property fronts onto Midland Drive, and is surrounded by an office and single-family homes. Doug Russell Pool and Alamo Junior high are located across Midland Drive. The Planning Commission voted unanimously to approve this request, and no opposition was expressed from the public.

Attachments:

October 17, 2011 P&Z Staff Report
Proposed Ordinance and Site Plan

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF THE PROPERTY DESCRIBED AS LOT 1A, BLOCK 4, ALAMO HEIGHTS, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTHWEST CORNER OF MIDLAND DRIVE AND CROCKETT AVENUE), WHICH IS PRESENTLY ZONED MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITH TERM FOR A DAY CARE CENTER; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by the granting of a Specific Use Permit With Term, set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned MF-1, Multiple-Family Dwelling District, to-wit:

Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas; is hereby changed to permit said property to be used under a Specific Use Permit With Term for a day care center, together with the uses permitted in the present MF-1, Multiple-Family Dwelling District.

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

1. That the day care center shall be limited to the northeast corner of the building, as designated by hatching on the site plan which is attached hereto as Exhibit "A" and incorporated herein for all purposes; the day care center shall not exceed 10,950 square feet in area.
2. That the portion of this facility to be used as a day care center shall be improved to conform to and meet all Building Code requirements.
3. That the maximum number of children allowed at the day care center at any given time shall not exceed 32.
4. That the hours of operation shall not exceed 7:00 a.m. to 6:00 p.m., Monday through Friday.
5. That all necessary permits, inspections and approvals required by the City of Midland and the State of Texas shall be obtained prior to the day care center commencing operation.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Planning and Zoning Commission
Minutes
October 17, 2011

S-11-015 - Hold a public hearing and consider a request by **Nikki Gatlin** for a *Specific Use Permit with Term* for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of North Midland Drive and Crockett Avenue.)

Chairman Carney opened the public hearing at 4:04 p.m.

The applicant yielded to staff. Planner Melland gave an overview of the item stating that the applicant is currently operating a mothers' day out program two days a week. The City of Midland Zoning Code requires a Specific Use Permit when located within a residential district. He explained they are planning to expand services. The surrounding properties are primarily undeveloped. He noted there were certain building improvements that would need to take place. Staff recommended approval subject to conditions A through G.

Discussion ensued about conditional approvals.

Planner Melland asked the Commission to disregard condition E, explaining that condition F was the appropriate condition.

Chairman Carney asked if there was anyone who wished to speak in opposition. There were none present.

Chairman Carney asked if there was anyone present wishing to speak in favor. Nikki Gatlin, 2312 West Dengar Ave, noted that they were in process of pricing and getting a sprinkler system to meet the Fire Code conditions and they would be installed as soon as possible.

There being no other requests by citizens to speak, the public hearing was closed at 4:11 p.m.

Commissioner Ferguson suggested adding Friday to the schedule.

A motion for approval was made by Commissioner Ferguson subject to conditions A through D and F through G, and changing Thursday to Friday in condition F; seconded by Commissioner Lanning. The motion carried by the following vote: AYE: Lanning, Gatten, Carney Ferguson, Watkins and York. NAY: None. ABSTAIN: None. ABSENT: Wolf, Wilton and Woodruff

PLANNING AND ZONING COMMISSION

October 17, 2011

CASE: S-11-015; Nikki Gatlin

REQUEST: Consider a request for a Specific Use Permit with Term for a Day Care Center.

APPLICANT/OWNER: Nikki Gatlin

LEGAL DESCRIPTION: 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas.

LOCATION: Generally located on the northwest corner of the intersection of N. Midland Drive and Crockett Avenue.

CURRENT ZONING: MF-1, Multi-Family Zoning District

DETAILS OF REQUEST:

1. The Cornerstone Christian Fellowship Church (CCFC) is located at 901 N. Midland Drive in the former YMCA facility and is currently operating a Mother's Day Out Program two Days a week. The Texas Department of Licensing and Regulation does not require a license for such an operation. The City of Midland however, does require a Specific Use Permit for any day care within a residential zoning district. Additionally, the CCFC is planning to expand the services that they currently offer to be Monday through Thursday from 9:00 a.m. to 2:00 p.m. Thus they are requesting approval of a Specific Use Permit to allow for their future operations.

SURROUNDING ZONING:

2. Surrounding zoning conditions include single-family and multi-family zoning and surrounding properties are primarily undeveloped with the exception of duplex and multi-family structures located immediately to the south.

ANALYSIS:

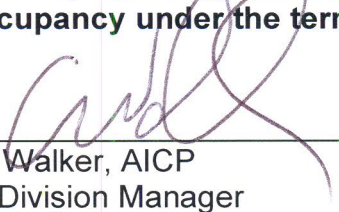
3. This is an additional use being proposed within an existing church facility. The attached site indicates the planned use of this facility for a day care center. The day care center will occupy approximately 10,950 square feet of this facility which includes existing classrooms and a gymnasium. They plan to accommodate a maximum of 32 children ranging in age from six months to four years and will employ a total of 11 caregivers. Current parking conditions are satisfactory and no additional public improvements

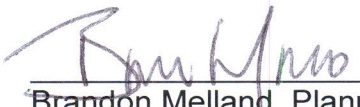
are required per this request. However, certain building improvements will be required to be made in order to meet current Building Code standards for this type of use, which is classified as "educational," specifically regarding ingress and egress from the classrooms. While this is not necessarily a land use issue, part of the purpose of a Specific Use Permit is to remediate existing non-conforming development conditions. Staff does not have any additional concerns with this request.

STAFF RECOMMENDATION:

We recommend approval of a request for a Specific Use Permit with Term for a Day Care Center, subject to the following conditions:

- A. That the development of said property shall conform to the attached site plan labeled as Exhibit A in all respects;**
- B. That the area of this facility designated as a day care center be improved to meet current building code standards;**
- C. That the Specific Use Permit shall only apply to the 10,950 square foot area indicated in the Exhibit A;**
- D. That the maximum number of children occupying the designated area of this facility shall not exceed 32;**
- E. The hours of operation shall not exceed 7:00 a.m. to 6:00 p.m., Monday through Friday;**
- F. The hours of operation shall not exceed 9:00 a.m. to 2:00 p.m., Monday through Thursday;**
- G. That necessary permits, inspections and approvals shall be obtained from the City Building Official's Office and the Fire Marshall's Office prior to occupancy under the terms of this ordinance.**


Cameron Walker, AICP
Planning Division Manager
Department of Development Services


Brandon Melland, Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A – Site Plan

Case Number: 5-11-015

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

Nikki Gatlin (432) 288-2281
Applicant Name Contact Phone #s
2312 W. Dengar Ave. Midland 79705
Address Zip Code
E-Mail address: nikki356@gmail.com
Cornerstone Christian Fellowship (432) 2689-8898
Property Owner Name Contact Phone #s
901 N. Midland Dr. Midland, TX 79703
Address Zip Code
E-Mail address:

Operator (if different from Applicant or Property Owner) Contact Phone #s
Address Zip Code
Type of Permit: Daycare
SUP with Term: Yes No
(For Office Use)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)
Lot 1A, Subd: Alamo Heights, Sec 2, Blk 004

Current Zoning: MFI Multifamily
Maximum Floor Area: 10,950 sq.ft. Max. Occupancy: 700
Proposed hours and days of use or operation: Mondays
Reason for request: Mother's Day Out Program

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: The clientele is similar to church attendees. Building has multiple entrances/exits and large parking areas. Traffic follows current traffic patterns. Mothers Day Out is a faith-based program that promotes morals and family unity.

REQUIRED SUBMITTALS

1. Application fee: **\$300** (80% of fee will be refunded if no P&Z public hearing is called; if no City Council public hearing is called, then 30% of fee will be refunded.)
2. Site plan – 16 copies (FOLDED)
3. On a CD in .pdf and .jpg format.

SIGNATURES:

Applicant: Nikki Hatlin Date: 9/6/11

Property Owner: Kyle Kothmann Date: 9/6/11

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS

COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

_____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

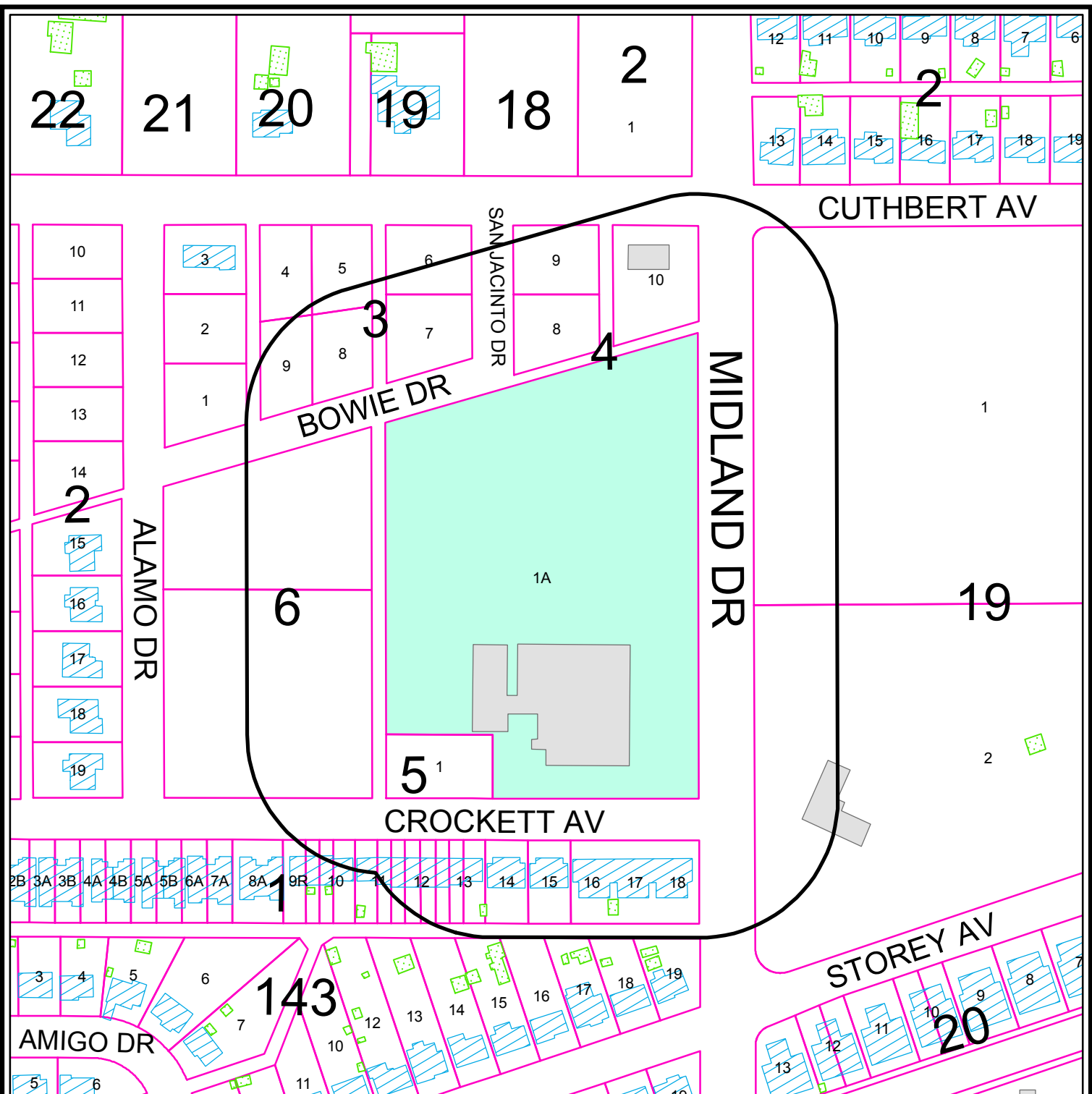
Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

Rec'd By: Btm Date: 9/16/11
Assigned: BM
For: P&Z On: 10/17/11

****Application will not be considered for scheduling until reviewed by a planner.****



PROPERTY OWNER NOTIFICATION MAP

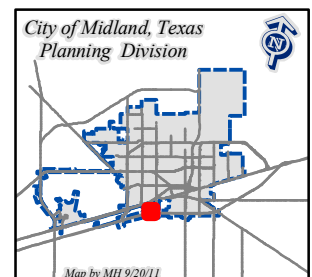
S - 11 - 015

Scale: 1" = 200'

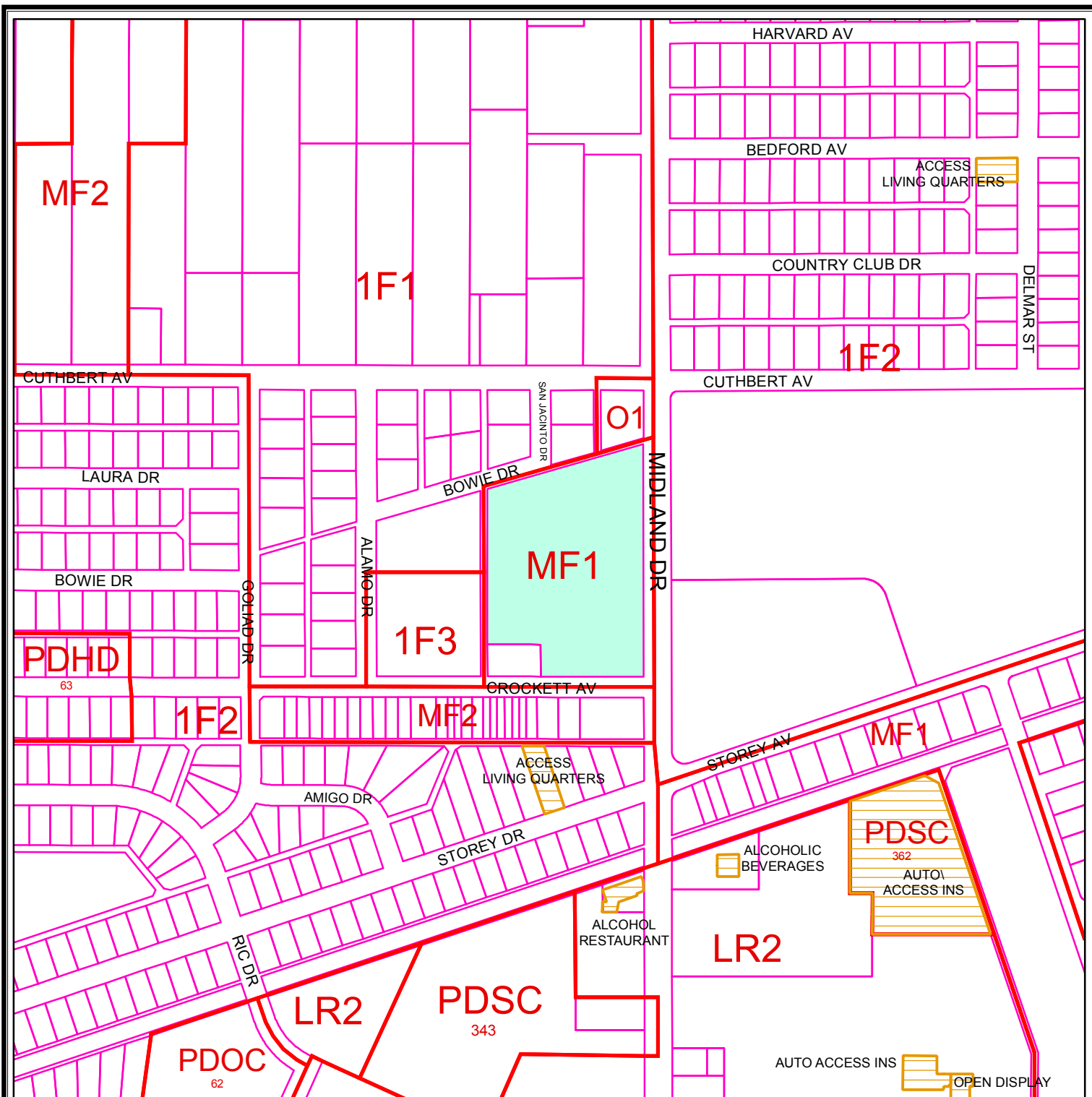
Consider a request for a Specific Use Permit With Term for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 11 - 015

Scale: 1" = 400'

Consider a request for a Specific Use Permit With Term for a Day Care Center on 10,950 square feet out of Lot 1A, Block 4, Alamo Heights, Section 2, City and County of Midland, Texas.

LEGEND

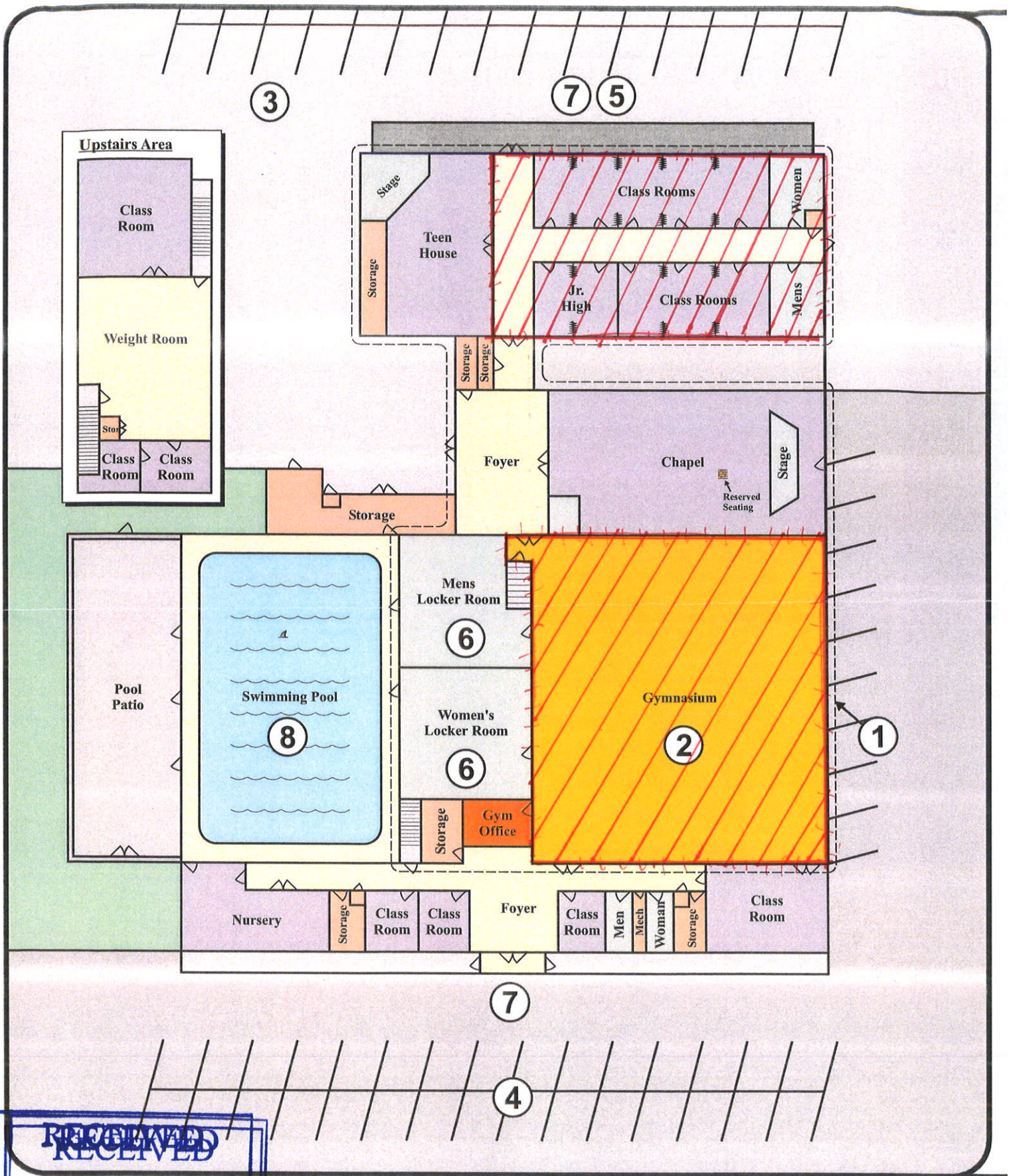
ZONING PARCELS SPECIFIC USE PERMITS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
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CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
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2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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RECEIVED
RECEIVED

SEP 13 2011

CITY OF MIDLAND
PLANNING DIVISION OFFICE

SITE PLAN

33.14

CASE NO. S-11-015



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: V-11-002, City-initiated ROW Vacation

Purpose:

Consider an ordinance on second reading on a City-initiated proposal to vacate right-of-way for E. Hamby Avenue and two alleys.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this vacation.

Discussion:

A plan to provide affordable housing was developed by the City of Midland in partnership with Midland Community Development Corporation and Midland Habitat for Humanity. This process includes a replat and the vacation of a portion of E. Hamby Avenue and two connecting alleys. The City Council approved this ordinance on first reading on February 14th. The ordinance is now ready for consideration on second and final reading.

Attachments:

Location Map



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 14, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: V-11-002, City-Initiated ROW Vacation

Purpose:

Consider an ordinance on a City-initiated proposal to vacate a portion of E. Hamby Avenue and two alleys.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to consider this application

Discussion:

The City Council adopted Ordinance 8969 on January 10th, 2010. This ordinance vacated a portion of E. Hamby Avenue and two alleys for the purpose of facilitating a replat of land owned by the City into a residential subdivision. This is being done in conjunction with Midland Habitat for Humanity and Midland Community Development Corporation. However, staff has been advised that the Antioch Baptist Church does not wish to own the northern 30 feet of E. Hamby Avenue, but it does wish to own all 20 feet of the north/south alley on the east side of its property. For this reason, the staff is recommending that the original ordinance be repealed, and that the attached ordinance be adopted that will accomplish all of the desired results. It vacates only the southern 40 feet of Hamby, leaving the northern 20 feet to be used as an alley, and conveys the eastern 10 feet of the vacated north/south alley to the church, instead of to the City. Additionally, there is no need to retain utility or drainage easements within these rights-of-way. Following adoption, the final plat can be approved and construction for affordable housing may commence.

Attachments:

Location Map
Proposed Ordinance

ORDINANCE NO.

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

WHEREAS, it has been determined by the Midland City Council that a 0.52-acre tract of street and alley right-of-way located in Block 79, East Midland Addition, and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas, is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the right-of-way has been initiated by the City; and

WHEREAS, the City Manager has appraised the value of the City's property interest in the right-of-way at \$2,265.00, as shown in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to waive the fee for the cost of the right-of-way in light of the abutting property owner's status as a nonprofit organization and the abutting property owner's dedication of right-of-way to the City in connection with the replat of this area; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the right-of-way described herein;

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

SECTION ONE. That the 0.52-acre tract of street and alley right-of-way located in Block 79, East Midland Addition, and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas, as described in Exhibit "A" attached hereto and made a part hereof for all legal purposes, is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby only abandoning the public interest in said property and this ordinance in no way affects any private easement or access easement which abutting property owners may have in said right-of-way.

That the property vacated and abandoned herein shall be conveyed to and incorporated into adjacent property as follows:

1. The east-west alley in Block 2, Glenn Frances Addition, shall be incorporated into Lots 1-8, Block 2, Glenn Frances Addition.
2. The portion of the north-south alley between Block 2, Glenn Frances Addition, and Block 79, East Midland Addition (Sparks Park), and north of the north line of East Hamby Avenue and south of the south line of Golf Course Road shall be incorporated into Lots 4 and 5, Block 2, Glenn Frances Addition. The remainder of the alley south of the north line of East Hamby Avenue shall be incorporated into Block 79, East Midland Addition (Sparks Park).
3. The southern 40 feet of East Hamby Avenue shall be incorporated into Lots 1-4, Block 4, Glenn Frances Addition.

SECTION TWO. That the fee for the cost of the right-of-way vacated and abandoned herein to the adjoining property owner is hereby waived.

SECTION THREE. That City of Midland Ordinance No. 8969 is hereby repealed.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____,

by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS ____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CITY OF MIDLAND
Transportation Division

APPLICATION TO VACATE RIGHT-OF-WAY

- I.** Application is hereby made to the City Council to vacate the following public right-of-way or easement:
Being approximately 0.6 acres of street and alley right of way, construction east Hamby Avenue east of North Jackson Street and west of Billy Sparks Park, along with certain connecting alleys.
- II.** Reason for Request: This vacation, initiated by the City of Midland facilitates the City of Midland's project to replat this area for residential redevelopment.
- III.** Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way:
All vacated right-of-way will be replaced by a new configuration with agreement with City Standards.

IV. REQUIRED ITEMS:

1. Applicant(s) Information: (Attach extra sheets as necessary.)

Name: City of Midland

Address: P.O. Box 1152

Phone: (432) 685-7400

Street

Midland

City

Texas

State

79702

Zip Code

2. Metes and bounds description of property to be vacated including total square feet of vacation.
3. Map showing:
- Property to be vacated and its relationship to the applicant's property
 - Lot and block numbers of all adjacent tracts
 - Current zoning of all adjacent tracts
4. Letter(s) of Concurrence signed by adjacent property owner(s). (See attached)
5. Application Fee: **\$300.00**

Required items attached? Date Received: 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. N/A

The City of Midland will take no action on this request, until items 1-5 are received.

- V.** Clearance is needed from the following utility companies: City of Midland / Atmos Energy
 Caprock Energy / Oncor Electric / AT&T / Suddenlink Cable TV Co. / Grande Communications

The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained and to work out any issues that may arise.

VI. Policies:

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Transportation Division will mail public notice of the hearing to landowners within 1,000 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

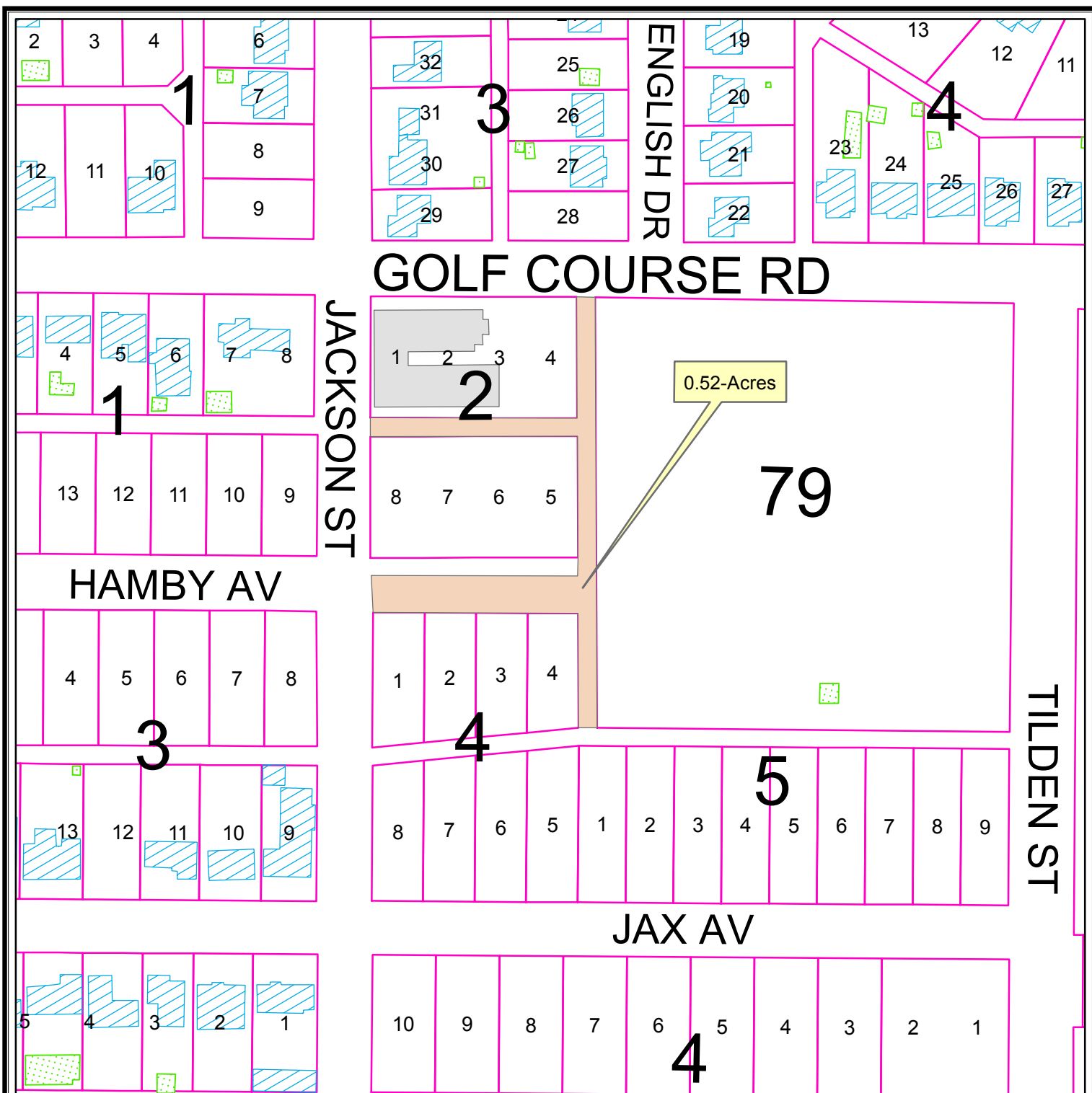
Signature of applicant: _____ Date: _____

****Application will not be considered for scheduling until all required items are reviewed by City Staff.****

To be completed by City of Midland staff:

According to the policy guidelines outlined above, a public hearing will ____ will not ____ be
required

FOR OFFICE USE ONLY	
Rec'd. By: _____	Date: 8-24-11
Assigned: _____	
For: CC	On: _____



LOCATION MAP

V - 11 - 002

Scale: 1" = 150'

Consider a request for the vacation of a 0.52-acre tract vacating rights-of-way of streets and alleys in Block 79, East Midland and Blocks 2 and 4, Glenn Frances Addition City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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**LEGAL DESCRIPTION OF A 0.62 ACRE TRACT
VACATING STREETS AND ALLEYS IN BLOCK 79,
EAST MIDLAND ADDITION AND BLOCKS 2 AND 4, GLENN FRANCIS ADDITION
LOCATED IN SECTION 25, BLOCK 39, T-1-S, T.&P. RR CO. SURVEY,
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS**

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,702,277.21' and E= 1,760,528.42') the Northeast corner of Lot 4, Block 2, Glenn Francis Addition as recorded in Cabinet "B", Page 63, Plat Records of Midland County, Texas and the Northwest corner of the Northeast 5.00 Acres of Block 79, East Midland Addition as recorded in Volume 1, Page 52, Deed Records of Midland County, Texas and the most Northerly Northwest corner of this tract;

THENCE N75°57'35"E with the North line of said Block 79, East Midland Addition and the South right-of-way line of Golf Course Road, a distance of 20.00 feet to the Northeast corner of this tract;

THENCE S14°42'25"E with 20 feet East of and parallel to the East line of said Block 2, Glenn Francis Addition, a distance of 466.42 feet to the Southeast corner of this tract;

THENCE S75°57'35"W with the South line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 20.00 feet to the Southeast corner of Lot 4, Block 4, said Glenn Francis Addition and an exterior corner of this tract, from whence a 1/2" iron pipe found bears S36°58'29"W, a distance of 0.33 feet;

THENCE N14°42'25"W with the East line of said Lot 4, Block 4 and the West line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 123.69 feet to the Northeast corner of said Lot 4, Block 4, and an interior corner of this tract, from whence a 1/4" iron rod found bears S39°26'17"W, a distance of 0.36 feet;

THENCE S75°57'35"W with the North line of Lots 1, 2, 3 and 4, Block 4, said Glenn Francis Addition and the South right-of-way line of Hamby Avenue, a distance of 223.27 feet to the Northwest corner of said Lot 1, Block 4, and an exterior corner of this tract;

THENCE N14°42'25"W, a distance of 60.00 feet to the Southwest corner of Lot 8, Block 2, said Glenn Francis Addition and an exterior corner of this tract, from whence a 1/2" iron rod found bears S27°36'21"W, a distance of 0.36 feet;

THENCE N75°57'35"E with the South line of Lots 5, 6, 7 and 8, Block 2, said Glenn Francis Addition and the North right-of-way line of Hamby Avenue, a distance of 223.27 feet to the Southeast corner of said Lot 5, Block 2, and an interior corner of this tract;

THENCE N14°42'25"W with the East line of said Lot 5, Block 2 and the West line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 131.24 feet to the Northeast corner of said Lot 5, Block 2, and an interior corner of this tract;

THENCE S75°57'35"W with the North line of said Lots 5, 6, 7 and 8, Block 2, a distance of 223.27 feet to the Northwest corner of said Lot 8, Block 2, and an exterior corner of this tract;

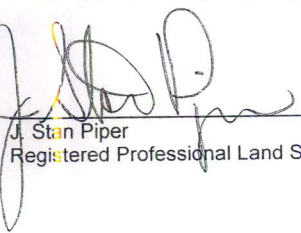
THENCE N14°42'25"W, a distance of 20.00 feet to the Southwest corner of Lot 1, Block 2, said Glenn Francis Addition and an exterior corner of this tract, from whence a 3/4" iron pipe found bears N45°29'36"E, a distance of 0.26 feet;

THENCE N75°57'35"E with the South line of Lots 1, 2, 3 and 4, Block 2, said Glenn Francis Addition, a distance of 223.27 feet to the Southeast corner of said Lot 4, Block 2, and an interior corner of this tract;

THENCE N14°42'25"W with the East line of said Lot 4, Block 2 and the West line of the said Northeast 5.00 Acres of Block 79, East Midland Addition, a distance of 131.49 feet to the Place of Beginning. Tract contains 27,188 square feet or 0.62 Acres.

Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, 1983/86 NAD, Central Zone, with a combine grid factor of 0.9998713, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on August 29, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974

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

BOX 60432; MIDLAND, TX 79711; (432) 550-7810

EXHIBIT A



Office of
City Manager

300 N. Loraine
P.O. Box 1152
Midland, TX 79702-1152

432.685.7203
Fax 432.686.1600

February 7, 2012

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.52-acre tract of street and alley right-of-way located in Block 79, East Midland Addition, and Blocks 2 and 4, Glenn Frances Addition, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$2,265.00.

Very truly yours,

Courtney Sharp
City Manager

RESOLUTION NO.

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A CARNIVAL ON LOT 1, BLOCK 17, SKYLINE TERRACE, UNIT 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH MIDKIFF ROAD); AND MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; AND PROVIDING THAT THE CHIEF OF POLICE SHALL ENSURE THAT ALL PARTICIPANTS ARE LICENSED PURSUANT TO TITLE V, CHAPTER 9 OF THE MIDLAND CITY CODE

WHEREAS, pursuant to Section 11-1-6(D) of the City Code of Midland, Texas, Heart of America has applied for authorization to temporarily use land for a carnival on Lot 1, Block 17, Skyline Terrace, Unit 2, City and County of Midland, Texas; and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That Heart of America is hereby authorized by the City Council to have a carnival on the following described land:

Lot 1, Block 17, Skyline Terrace, Unit 2, City and County of Midland, Texas.

SECTION TWO. That said temporary use shall be allowed within the area designated herein, subject to the following conditions and restrictions:

- A. That the days of operation shall be limited to Thursday, May 10, 2012 through Saturday, May 26, 2012.
- B. That the hours of operation shall be limited to the following, with the music volume reduced after 10:00 p.m. each day:

Monday through Thursday:	5:00 p.m. to 11:00 p.m.
Friday and Saturday:	2:00 p.m. to 12:00 a.m. (midnight)
Sunday:	2:00 p.m. to 11:00 p.m.
- C. That game booths, mechanical rides, carnival music, and food and beverage concessions shall be allowed.

- D. That alcoholic beverage sales and on-premise consumption shall be prohibited.
- E. That the operation of the carnival shall conform to the site plan attached hereto as Exhibit "A" and incorporated herein for all purposes.
- F. That a minimum of two (2) certified peace officers shall be provided as security guards between 2:00 p.m. and 6:00 p.m. and a minimum of four (4) certified peace officers shall be provided after 6:00 p.m. until closing for all days of operation.
- G. That a minimum of six (6) portable toilets shall be provided.
- H. That the event shall comply with all requirements of the Fire Code; the applicant must call for an inspection by the Fire Marshal prior to commencing operations.
- I. That the applicant shall obtain approval from the Utilities Department for a refuse collection and clean-up plan prior to the event.
- J. That the applicant shall ensure that all individuals have obtained the appropriate license(s) from the Midland Police Department prior to commencing operations.
- K. That the Code Administration Division shall be notified no later than 48 hours preceding the event.
- L. That Butch Corey, or a representative of Heart of America, shall be responsible for ensuring that the conditions of this permit are observed.
- M. That the Chief of Police shall ensure that the operator(s) of the carnival and each employee working at the carnival is properly licensed in accordance with Title V, Chapter 9 of the Midland City Code.

SECTION THREE. The City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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

Council members voting "AYE":

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: M-12-001; Temporary Land Use Permit for a Carnival

Purpose:

Hold a public hearing at approximately 10:30 a.m. and consider a resolution on a request by Heart of America (Butch Corey) for approval of a Temporary Land Use Permit for a Carnival.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no fiscal impact to the City associated with this request.

Discussion:

The applicant is proposing to hold a carnival in the north parking lot of Midland Park Mall from Thursday, May 10 through Saturday May 26, 2012. Requested hours of operation are similar to last year's event with one additional hour of operation for Friday and Saturday (midnight). Staff recommend the following hours of operation:

Monday - Thursday from 5:00 p.m. to 11:00 p.m.
Friday & Saturday from 2:00p.m. to 12:00 a.m. (midnight)
Sunday from 2:00 p.m. to 11:00 p.m.

Carnival-type music is planned for all operating hours. The Council has previously required that the music volume be reduced after 10:00 p.m. daily. No alcoholic beverages will be sold. A minimum of two (2) certified peace officers will be present between 2:00 p.m. and 6:00 p.m. and a minimum of four (4) certified peace officers will be present after 6:00 p.m. until closing. An operating license from the Police Department is also required. Staff recommends approval of this request.

Attachments:

Application, Maps, Proposed Resolution and Exhibit "A" - Site Plan

CITY OF MIDLAND, TEXAS
Planning Division

TEMPORARY LAND USE PERMIT APPLICATION

Submission Requirements: Application shall be submitted to the Planning Division not less than eighteen (25) days prior to the City Council meeting at which action is desired.

Application is hereby made to the City Council for a Temporary Land Use Permit:

Name of Applicant: Butch Corey - Heart of America Phone: 413-416-7461
Applicant's Address: 2315 South 25th St Harlingen TX 78550 E-mail: linda@carnivalbooking.com
Property Owner: Midland Park Mall Phone: 432-694-1664
Owner's Address: 4511 N Midkiff Rd Midland, TX 79705 E-mail: kchurch@simon.com

Other required information:

1. Street address and legal description of property: Midland Park Mall
4511 N Midkiff Rd. Midland TX 79705
2. Zoning District: _____
3. Type of temporary use requested: Carnival
4. Duration of temporary use: 17 days
If more than One (1) day and is located within any residential district or is located within 1000 feet of any residential district, then a public hearing is required.
5. Proposed days and hours: 5/10/2012 - 5/26/2012
M - 5pm - 11pm F/S 2pm - midnight
Th Sat 2PM - 11PM
6. Will alcoholic beverages be sold? Yes X No _____
7. A detailed Site Plan is required (8 copies needed, plus digital - .jpg and .pdf). Show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.
Site Plan received: ✓ Yes _____ No _____

8. Are you requesting the temporary closure of any streets? _____ Yes X No

If yes, you must:

- A. Obtain and complete the "Special Event and Street Closure Application", available in the Transportation Division office (5th Floor, City Hall).
- B. Provide the City with a **general liability insurance certificate**, naming the City as an **Additional Insured**, in the amount of one million dollars (\$1,000,000) for the term of the closure.

9. Other information: Number of security guards provided: As requested
Number of restrooms provided: 6
Type of music (carnival, live, etc.): Carnival
Showmobile requested No Days and hours N/A

10. A **\$500.00 Clean-up Deposit** and a **\$500.00 Damage Deposit** are required for all events. Checks need to be dated day of event. Inspection of site after the event for trash and damage is a City responsibility. The deposits, or a portion thereof, may be refunded following inspection.

Clean-up Deposit received: __ (Y) __ (N) Clean-up Deposit refunded: __ (Y) __ (%) __ (N)

Damage Deposit received: __ (Y) __ (N) Damage Deposit refunded: __ (Y) __ (%) __ (N)

11. A **\$200 Application Review fee** is required. Fee received: _____ Yes _____ No
\$25.00 for each additional event date.

Owner or Operator (if other than Applicant) responsible for ensuring that the conditions of this permit will be observed:

Butch Corey 2315 S. 25th Street Harlingen TX 713-416-7461
Printed Name of Owner/Operator Address Zip Phone

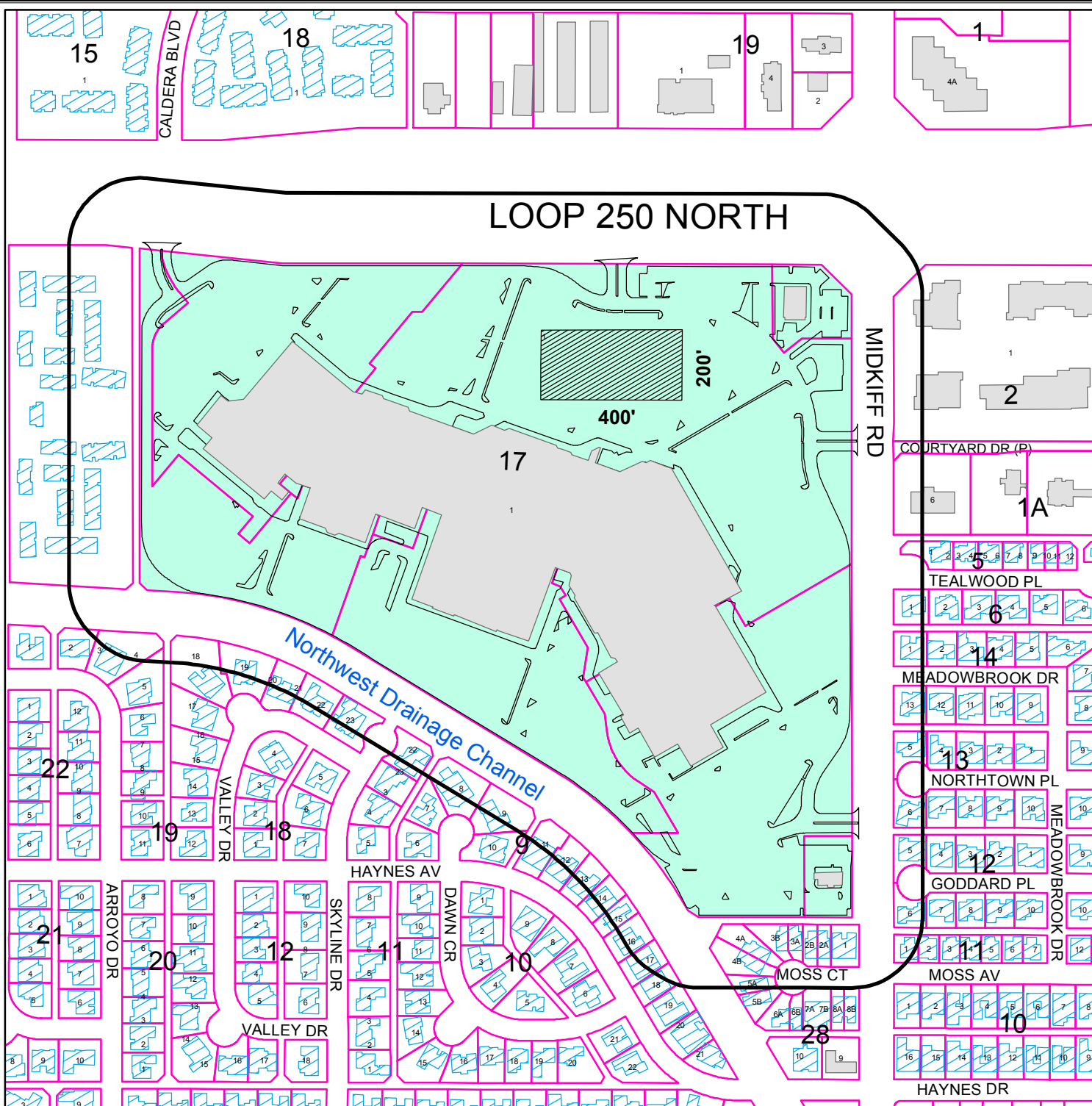
Butch Corey by Linda Wade 1-18-12
Signature of Owner/Operator Date

Linda Wade 1-18-12
Signature of Applicant Date

Signature of Property Owner, if other than Applicant Date

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
Received By: <u>CW</u>	Date: _____
Assigned: <u>CW</u>	
For: <u>CC</u>	On: <u>2/28/12??</u>



PROPERTY OWNER NOTIFICATION MAP

M - 12 - 001

Scale: 1" = 400'

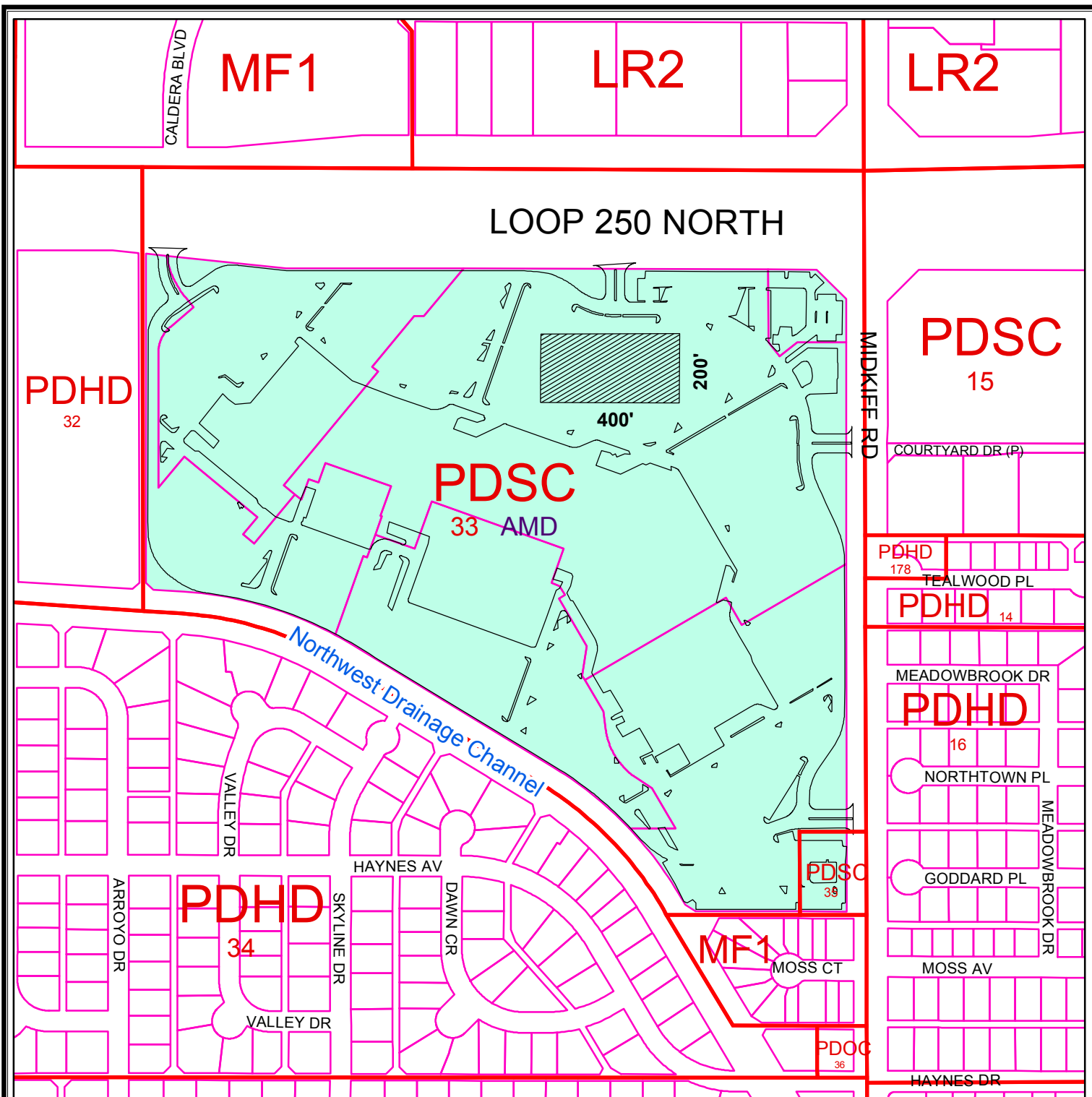
Consider a request for a Temporary Land Use Permit for a Carnival on Lot 1, Block 17, Skyline Terrace, Unit 2, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS



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ZONING MAP

M - 12 - 001

Scale: 1" = 400'

Consider a request for a Temporary Land Use Permit for a Carnival on Lot 1, Block 17, Skyline Terrace, Unit 2, City and County of Midland, Texas.

LEGEND

ZONING PARCELS

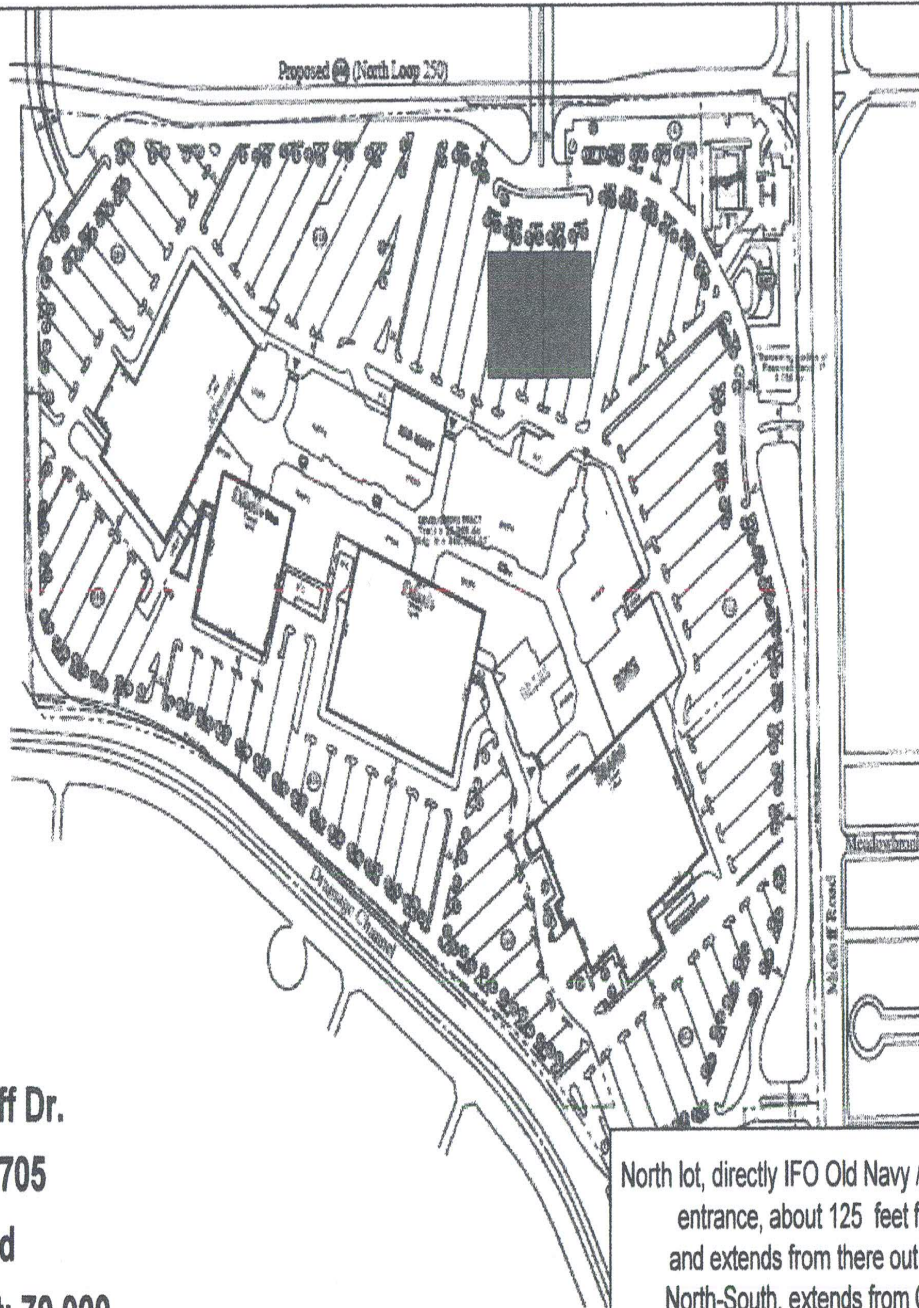
ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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Midland Park Mall



4511 No. Midkiff Dr.

Midland, TX 79705

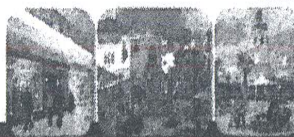
Market: Midland

Available Sq Ft: 70,000

Location: Front of Mall

North lot, directly IFO Old Navy / Dillard's Center Court Mall entrance, about 125 feet from the building curb and extends from there out to the outer ring road North-South, extends from Center Court entrance over to Food Court entrance East-West.

Permit Required



simon.com

RECEIVED

SIMON

PROPERTY GROUP, INC.

JAN 19 2012

SITE PLAN

CASE NO. M-12-001



City Council Agenda

Approved for Agenda: JNichols City Manager's Office
--

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: M-12-002, Fairmont Church of Christ

Purpose:

Hold a public hearing at approximately 10:33 a.m. and consider a resolution on a request by Fairmont Church of Christ for approval of a Temporary Land Use Permit for RV Motor Home Parking.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approval of this request.

Discussion:

The applicant is holding an outreach ministry and will have approximately 16-20 RV mobile homes parked on their property in the parking lot behind the church to house the people coming in from out of town. The duration of this temporary use would be Friday, April 13th, 2012 through Monday, April 30th, 2012 with the RV's using this rear lot during all hours of these days.

RV's will be connected to water and electricity available at the church site. It will not be necessary to power the RV's with external generators. The parked units will also be equipped with their own showers, restrooms, and self-contained holding tanks. Arrangements have been made with a local campground to provide for the RV's to drive their units to this off-site location for emptying waste and gray-water holding tanks every few days or as required. No restrooms, security guards, or road closures will be required. The applicant will be required to secure any necessary permits and inspections required by both the city building official and fire marshall.

Attachments: Application, Maps, Proposed Resolution, Site Plan – Exhibit A

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE TEMPORARY USE
OF LAND FOR MOTOR HOME PARKING ON LOT 1,
BLOCK 5, FAIRMONT PARK ADDITION, SECTION 2,
AND ON A 0.96-ACRE TRACT OF LAND OUT OF
SECTION 18, BLOCK 39, T-1-S, T&P RR CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS
(GENERALLY LOCATED ON THE NORTHWEST
CORNER OF THE INTERSECTION OF NORTH
MIDLAND DRIVE AND FAIRBANKS DRIVE); AND
MAKING SAID PERMIT SUBJECT TO CERTAIN
SPECIAL CONDITIONS AND RESTRICTIONS
CONTAINED HEREIN**

WHEREAS, pursuant to Section 11-1-6(D) of the City Code of Midland, Texas, Fairmont Church of Christ has applied for authorization to temporarily use land for motor home parking on Lot 1, Block 5, Fairmont Park Addition, Section 2, and on a 0.96-acre tract of land out of Section 18, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas; and

WHEREAS, the Council finds and determines that such temporary use shall be allowed;

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

SECTION ONE. That Fairmont Church of Christ is hereby authorized by the City Council to have motor home parking on the following described land:

On Lot 1, Block 5, Fairmont Park Addition, Section 2, and on a 0.96-acre tract of land out of Section 18, Block 39, 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 "B", which is attached hereto and incorporated herein.

SECTION TWO. That said temporary use shall be allowed within the area designated herein, subject to the following conditions and restrictions:

- A. That the days and hours of said temporary use shall be limited to Friday, April 13, 2012 through Monday, April 30, 2012 during all hours of said days.
- B. That the parking location of the motor homes shall conform in all respects to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

- C. That the motor homes shall use an off-site facility that is approved for the disposal of waste and gray water.
- D. That no motor home shall use a generator for electricity.
- E. That the total number of motor homes shall not exceed 20 units.
- F. That parking shall comply with all requirements of the Building Official; the applicant must call for an inspection by the Building Official and obtain any required permits.
- G. That Scott Sheppard, minister of Fairmont Church of Christ, shall be responsible for ensuring that the conditions of this permit are observed.

SECTION THREE. The City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Case No.:

M-12-002

CITY OF MIDLAND, TEXAS
Planning Division

TEMPORARY LAND USE PERMIT APPLICATION

Submission Requirements: Application shall be submitted to the Planning Division not less than eighteen (18) days prior to the City Council meeting at which action is desired.

Application is hereby made to the City Council for a Temporary Land Use Permit:

Name of Applicant: Fairmont Church of Christ Phone: 432-699-7064

E-mail: fpc@cc.org

Applicant's Address: 3813 N. Midland Dr. Midland TX 79707

Property Owner: Fairmont Park Church of Christ Phone: 432-699-7064

E-mail: fpc@cc.org

Owner's Address: 3813 N. Midland Dr. Midland, TX 79707

Other required information:

1. Street address and legal description of property: 3813 N. Midland Dr.

2. Zoning District: IE-1

3. Type of temporary use requested: RV Motor Home parking

4. Duration of temporary use: April 13 - April 30

If more than One (1) day and is located within any residential district or is located within 1000 feet of any residential district, then a public hearing is required.

5. Proposed days and hours: April 13 - April 30 - all day

6. Will alcoholic beverages be sold? ☐ Yes ☒ No

7. A detailed Site Plan is required (16 copies needed (FOLDED), plus digital - .jpg and .pdf). Show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.

Site Plan received: ☒ Yes ☐ No

8. Are you requesting the temporary closure of any streets? _____ Yes ☒ No

If yes, you must:

- A. Obtain and complete the "Special Event and Street Closure Application", available in the Transportation Division office (5th Floor, City Hall).
- B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars (\$1,000,000) for the term of the closure.

9. Other information: Number of security guards provided: N/A - owners will be present
Number of restrooms provided: Each coach has its own restroom
Type of music (carnival, live, etc.): N/A
Showmobile requested N/A Days and hours _____

10. A **\$500.00 Clean-up Deposit** and a **\$500.00 Damage Deposit** are required for all events. Checks need to be dated day of event. Inspection of site after the event for trash and damage is a City responsibility. The deposits, or a portion thereof, may be refunded following inspection.

Clean-up Deposit received: __ (Y) ☒ (N) Clean-up Deposit refunded: __ (Y) __ (%) __ (N)

Damage Deposit received: __ (Y) ☒ (N) Damage Deposit refunded: __ (Y) __ (%) __ (N)

11. A **\$200 Application Review fee** is required. Fee received: ☒ Yes _____ No
\$25.00 for each additional event date.

Owner or Operator (if other than Applicant) responsible for ensuring that the conditions of this permit will be observed:

Printed Name of Owner/Operator _____ Address _____ Zip _____ Phone _____

Signature of Owner/Operator _____

Date _____

Scott Sheppard (Minister)
Signature of Applicant

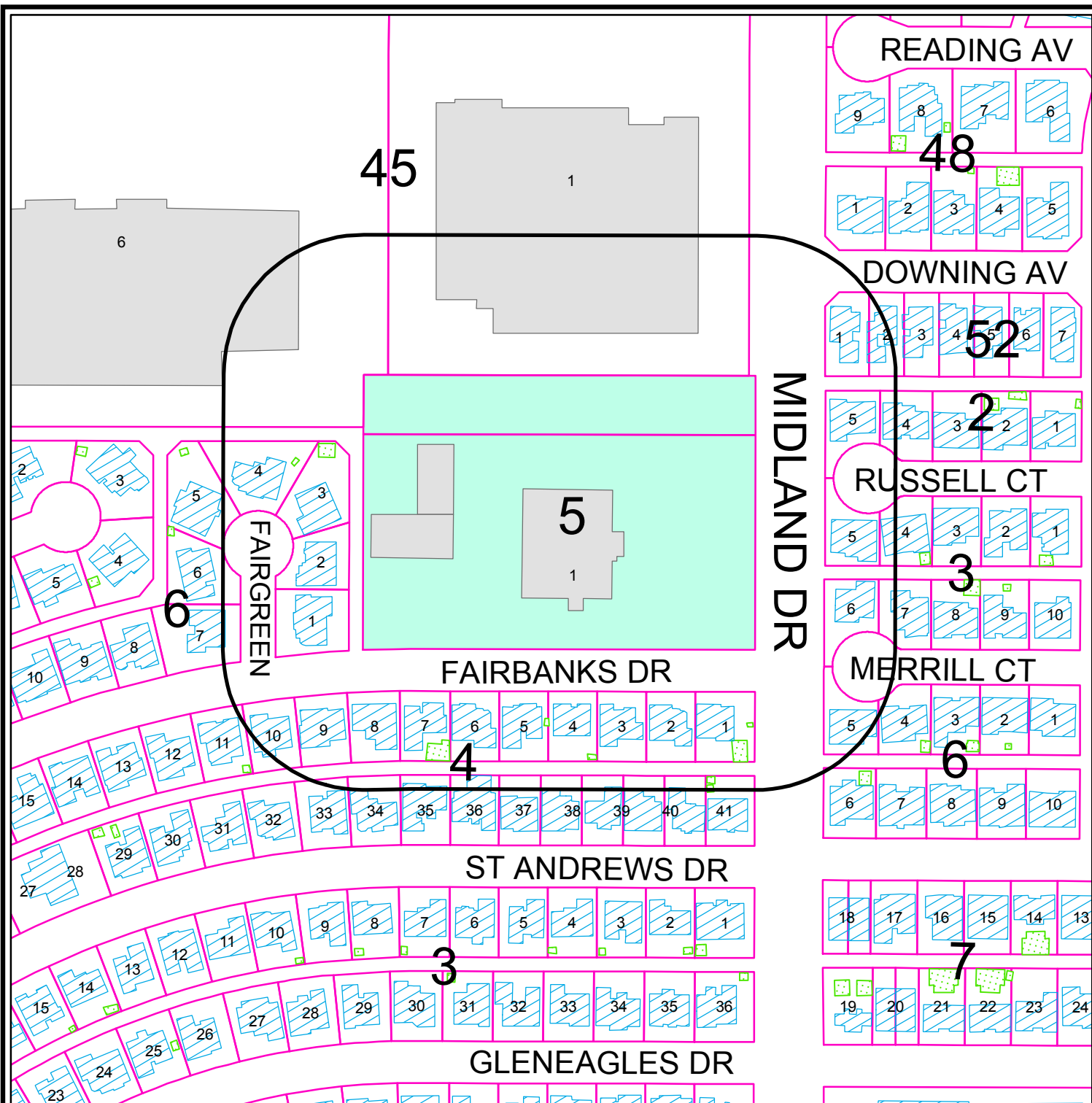
1/4/12
Date

Signature of Property Owner, if other than Applicant _____

Date _____

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY	
Received By: <u>??</u>	Date: <u>1/23/12</u>
Assigned: <u>KV</u>	
For: <u>CC</u>	On: <u>2/28/12</u>



PROPERTY OWNER NOTIFICATION MAP

M - 12 - 002

Scale: 1" = 200'

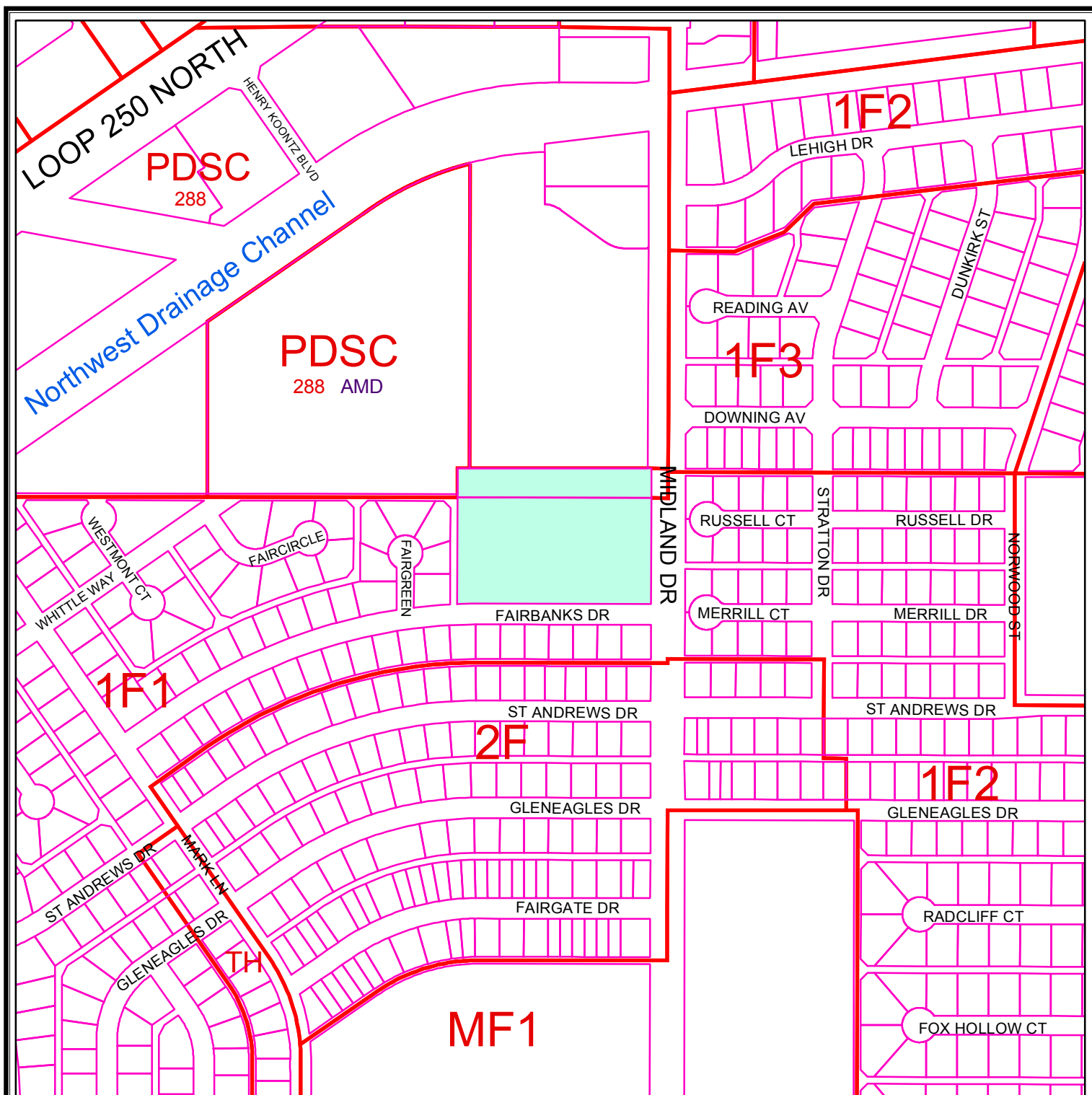
Consider a request for a Temporary Land Use Permit for RV parking on Lot 1, Block 5, Fairmont Park Addition, Section 2 and on a 1.16-acre tract of land out of Section 18, Block 39, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

M - 12 - 002

Scale: 1" = 400'

Consider a request for a Temporary Land Use Permit for RV parking on Lot 1, Block 5, Fairmont Park Addition, Section 2 and on a 1.16-acre tract of land out of Section 18, Block 39, T-1-S, T & P RR Co. Survey, City and County of Midland, Texas.

LEGEND

ZONING PARCELS

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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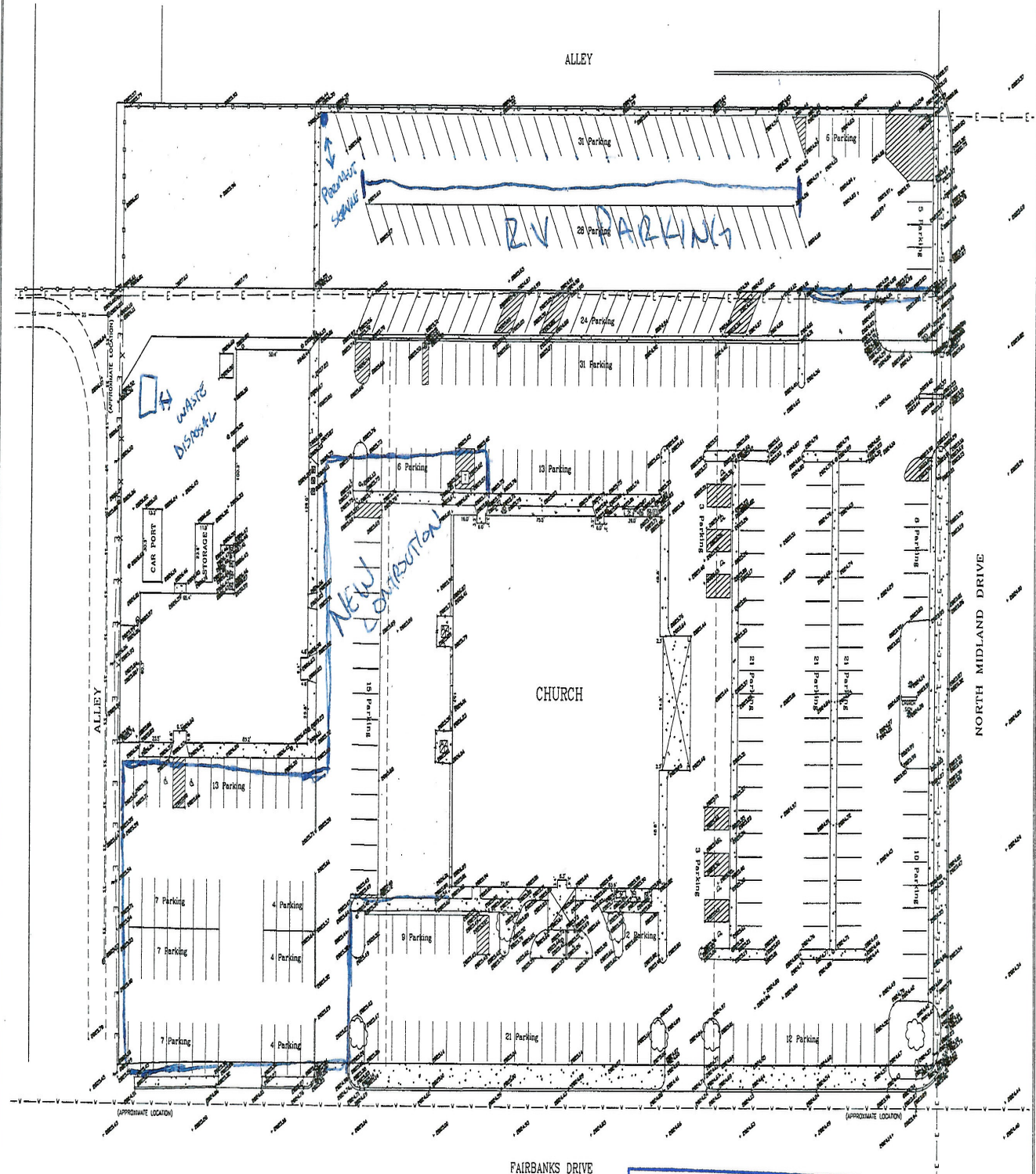


Topographic Survey Plot For : Ziegler Cooper Architects & Fairmont Park Church of Christ
 On this date September 1st, 2010 a survey was made on the ground of the property
 located at 3913 N. Midland Drive, Midland, Texas. Further described as follows: Lot 1,
 Block 5, Fairmont Park Addition Section 2, Q/53, Midland County, Texas

TOPOGRAPHIC SURVEY

THIS IS NOT A BOUNDARY SURVEY

2010-10140



© 2010 WEST COMPANY OF MIDLAND

WEST COMPANY OF MIDLAND, INC.
 110 W. LOUISIANA AVE. STE. 110
 MIDLAND TEXAS, 79701
 (432) 687-0865 • FAX: (432) 687-0868

NOTE:

1) Companion Plot T:\DWG\2010\20101040\2010-1040-survey.dwg is filed in the office of this surveyor and further describes the reconstruction of this lot.

RECEIVED

JAN 23 2012

CITY OF MIDLAND
 PLANNING DIVISION OFFICE

LEGEND

- - DENOTES SET 1/2-INCH IRON ROD W/REG PLASTIC CAP MARKED "WEST CO. MIDLAND"
- - DENOTES FOUND WORKMAN AS NOTED
- - DENOTES FIRE HYDRANT
- - DENOTES LIGHT POLE
- - DENOTES WATER METER
- - DENOTES MANHOLE
- - DENOTES WATER VALVE
- - DENOTES AIR CONDITIONER
- - DENOTES TREE DRIP LINE
- - DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
- - DENOTES DEED RECORDS, MIDLAND CO., TX
- - DENOTES PLAT RECORDS, MIDLAND CO., TX
- - DENOTES WATER LINE
- - DENOTES SANITARY SEWER LINE
- - DENOTES BOUNDARY LINE

SITE PLAN

CASE NO. M-12-002



City Council Agenda

Approved for Agenda: JNichols City Manager's Office
--

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-056, Panda Express

Purpose:

Hold a public hearing at approximately 10:36 a.m. and consider an ordinance on a request by Panda Express for approval of a zone change from a PD, Planned District for a Shopping Center to an Amended Planned District.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approval of this request.

Discussion:

The applicant is planning to develop a portion of the Wal-Mart parking lot with a dine-in and drive-thru restaurant. This use is permitted in the current Planned District with LR-2, Local Retail District, regulations. However, the project also requires adopting a new site plan as an Amended Planned District.

The proposed building will be comprised of an exterior of stucco and stone trim and is to be attractively designed in earth tones with red awnings. Panda Express worked with city staff to achieve an exterior that was complementary to the context of the local businesses. With no direct access to Midland Drive, customers will access the restaurant across shared easements within the Wal-Mart parking lot. Staff concurs with the Planning & Zoning Commission and recommends this zone change from PD, Planned District for a Shopping Center to an Amended Planned District, subject to development in accordance with Exhibits A – D.

Attachments: Application, Maps, Proposed Ordinance, Exhibits A-D

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING A 1.075-ACRE TRACT OF LAND OUT OF LOT 1A, BLOCK 33, NORTHGATE ADDITION, SECTION 24, CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE SPECIFICALLY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A SHOPPING CENTER, TO BE USED AS AN AMENDED PLANNED DISTRICT (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF WEST LOOP 250 NORTH AND NORTH MIDLAND 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:

A 1.075-acre tract of land out of Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “E”, which is attached hereto and incorporated herein.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

1. That the development of this property shall comply with LR-2, Local Retail District zoning regulations.
2. That the new construction shall be consistent with: the Site Plan (Exhibit “A”); the Structure Elevations (Exhibits “B” and “C”); and the Landscaping (Exhibit “D”). The referenced Exhibits are attached hereto and incorporated herein.
3. That the landscaping shall conform to City of Midland regulations in place at the time of development.
4. That the air conditioners and dumpsters shall be screened in accordance with City of Midland regulations.
5. That all signage shall be in compliance with the City of Midland sign code.
6. That City of Midland Ordinance No. 7270 is hereby amended by this ordinance.
7. That the dumpster location shown on the site plan shall be repositioned to accommodate the City’s side-loading vehicles.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS ____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**Planning and Zoning Commission
Minutes
February 06, 2012**

Z-11-056 - Hold a public hearing and consider a request by **Panda Express** for a *zone change* from PD, Planned District for a Shopping Center to an Amended Planned District on 1.075-acres out of Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas. (Generally located near the northwest corner of the intersection of W. Loop 250 North and N. Midland Drive.)

The applicant Jeff Linder, Banister Engineering, 714 Hunters Row Ct., #104, Mansfield, TX 76036, stated Panda express has been working with Wal-Mart in Midland and currently working on four others right now. Mr. Linder explained the plans for the Panda Express restaurant and expressed that branding is very important to the company.

Senior Planner Ken VanDyne explained applicant plans to develop the southeast corner of Wal-Mart store parking lot with a Panda Express restaurant. He stated there were no required public improvement. Discussion with developer concluded they were flexible in taking a look at some of the other Panda Express locations in different parts of the county and expressed an interest in fitting with local neighborhood. Applicant was asked to submit the earth tone package as opposed to the purple. Mr. VanDyne stated there is adequate landscaping and parking spaces but location of dumpster will need to change. Applicant plans on using city waste. Staff recommends approval for zone change subject to conditions A-F. Would like to see the earth tone

Commissioner Watkins asked if all Panda Express' use the purple and Mr. Linder stated he was positive this was not the only one but would prefer to have the purple branding

Planning Division Manager Cameron Walker stated they received a number of email versions showing various color pallets that indicated purple was not their only motif. He stated the Site plan recommended against dark colors and/or neon and that it made the building quite different from surrounding developments.

Chairman Ferguson opened the public hearing and there being no one wishing to speak in favor or in opposition to the item, closed the public hearing.

After brief discussion a motion for approval, subject to Conditions A-G, was made by Commissioner Wolf; seconded by Commissioner Gatten. The motion carried by the following vote: AYE: Ferguson, Gatten, Lanning, Watkins, Wolf, York and Carillo. NAY: None. ABSTAIN: None. ABSENT: Wilton, Woodruff and Norris

PLANNING AND ZONING COMMISSION

February 6, 2012

CASE: Z-11-056.

REQUEST: Hold a public hearing and consider a request for a zone change from a PD, Planned District for a Shopping Center to an Amended Planned District.

APPLICANT/OWNER: Panda Express.

LEGAL DESCRIPTION: 1.075 acres out of Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas.

LOCATION: Generally located near the northwest corner of the intersection of W. Loop 250 North and N. Midland Drive.

CURRENT ZONING: PD, Planned District for a Shopping Center.

ASSOCIATED ORDINANCE: 7270

DETAILS OF REQUEST:

1. The applicant plans to develop the southeast corner of the Wal-Mart Store's parking lot with a restaurant. The property is currently zoned a PD, Planned District for a Shopping Center and governed by its underlying zoning designation LR-2, Local Retail District. A restaurant use is supported in this district; however, a new site plan must be adopted. In conjunction with this rezoning, the applicant also submitted an application to plat this 1.075 acre property out of the larger Wal-Mart lot. Requiring no public improvements, this plat will be completed administratively.

SURROUNDING ZONING AND LAND USE:

2. Neighboring zoning around this property is PD, Planned District for a Shopping Center on all sides. Nearby businesses include; Papa John's Pizza, Wendy's and Chick-Fil-A to the south, Wal-Mart behind the building to the west, a gas station and Briarwood Avenue are located to the north, with a few more retail business across Midland Drive to the east.

SITE PLAN:

3. The proposed drive-thru restaurant is 2,530 square feet with the seating inside and the outdoor patio area able to accommodate 50 diners. The provided 49 parking spaces are more than adequate for the restaurant. Traffic circulation in the restaurant lot will be separated from the surrounding Wal-Mart parking lot traffic by landscaped islands with finished curbs and trees. Traffic flow will be directed with pavement markings and signage. While the restaurant fronts Midland Drive, there will be no direct access from the restaurant to the road. Access to and from the restaurant will be through private reciprocal access easements that parallel the eastern front of Wal-Mart's parking lot. The Panda Express building is composed of stucco with a stone trim. Painted in earth tones with red awnings, the building provides an attractive façade to this busy corridor and parking lot. The provided landscape plan is adequate for this lot size and parking configuration.

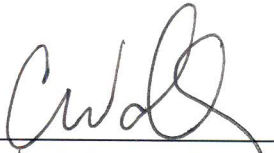
STAFF RECOMMENDATION:

Staff recommends approval of this request for a zone change from a PD, Planned District for a Shopping Center, to an Amended Planned District subject to the following conditions:

- A. That the development of this planned district, shall comply with LR-2, Local Retail District zoning regulations;
- B. That the new construction is consistent with the Site Plan (Exhibit A), Structure Elevations (Exhibits B & C), and Landscaping (Exhibit D);
- C. That the landscaping shall conform to City regulations in place at the time of development;
- D. That air conditioners and dumpsters shall be screened in accordance with city regulations;
- E. That all signage shall be in compliance with the city sign code;
- F. That Ordinance 7270 is amended by this action.

G. Technical note (site plan):

- a. The dumpster location will have to be repositioned to accommodate the City's side-loading vehicles.



Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Site Plan – Exhibit A
Elevations – Exhibits B & C
Landscape Plan – Exhibit D
Maps

Case Number: 2-11-056

CITY OF MIDLAND
Planning Division

APPLICATION TO AMEND A PLANNED DISTRICT

Applicant: PANDA EXPRESS

Address: 4517 N. MIDLAND DRIVE 512-288-5070
Street Address (Phone/e-mail)
MIDLAND TX
City State Zip Code

Property Owner: WAL-MART STORES TEXAS L.P.

Address: 702 S.W. 8TH ST.
Street Address (Phone/e-mail)
BENTONVILLE AR 72716
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:

PROPOSED LOT 1D, BLOCK 33, NORTHGATE ADDITION - SECTION 26

Current PD Classification: PDSC - PLANNED DEVELOPMENT SHOPPING CENTER

Requested PD Classification: AMENDED PDSC
(List by tracts if more than one zoning district is requested)

Reason for amendment request: ADOPT ORDINANCE TO GOVERN THE
PROPOSED PANDA EXPRESS SITE PLAN DESIGN,
BUILDING ELEVATIONS, LANDSCAPING, ETC...

Describe how conditions affecting the property have changed since it was designated its present zone: APPROX 1.1 ACRE IS PROPOSED TO BE PLATTED FOR
A PANDA EXPRESS RESTAURANT.

Will a Specific Use Permit with Term for alcoholic beverage sales be needed? Yes X 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): Nathan Hamblen Date: 11/11/2011

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~~ ARKANSAS
COUNTY OF ~~MIDLAND~~ BENTON

Before me, the undersigned authority, on this day personally appeared

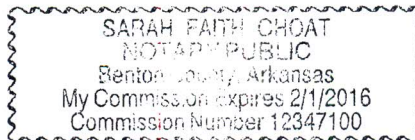
Nathan Hamblen who, being by me duly sworn, upon oath says: That (s)he is authorized by Wal-Mart Stores Texas LP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Nathan Hamblen
Authorized Agent (signature)

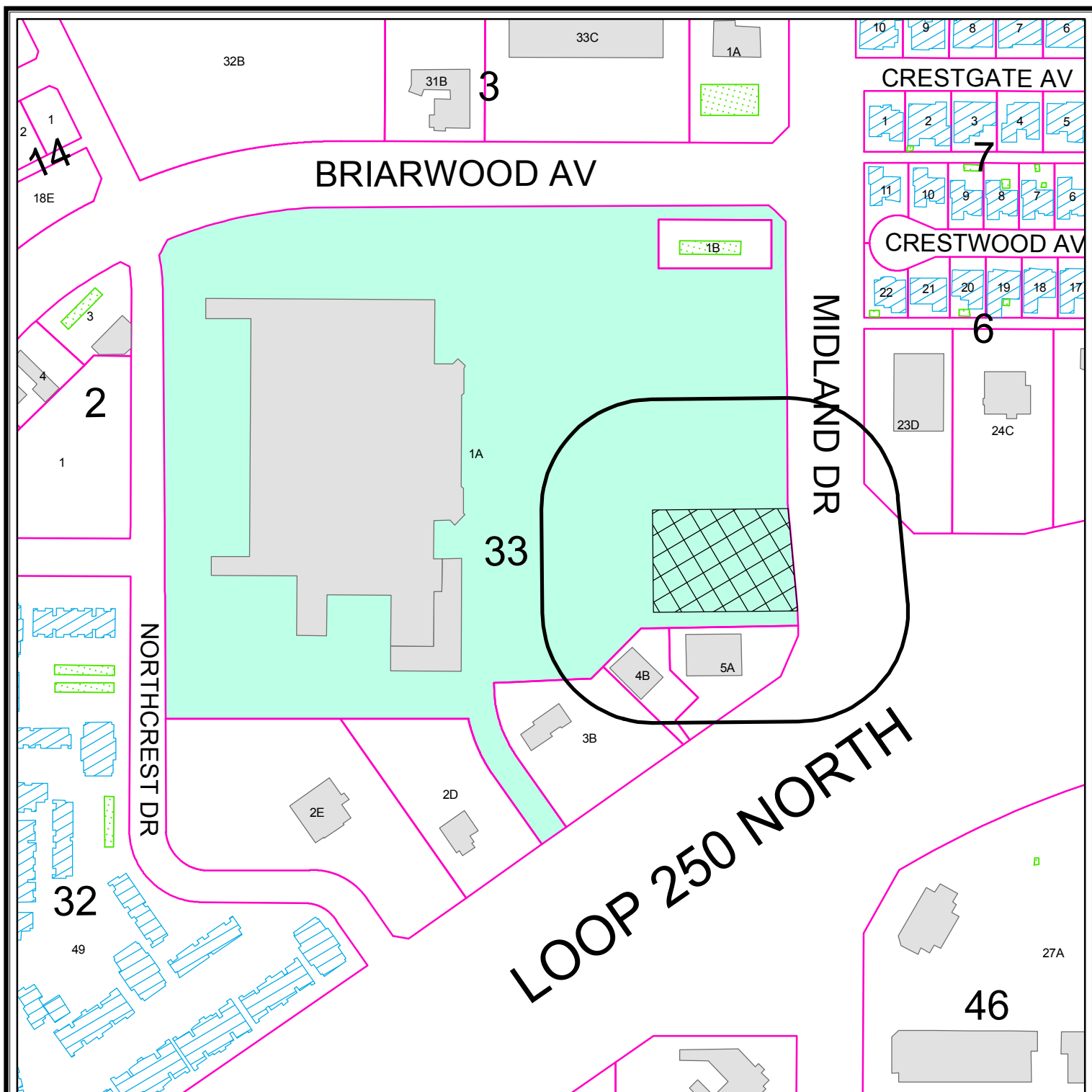
Subscribed and sworn to before me, this 11th day of November, 20 11, to certify which witness my hand and seal of office.

Sarah Faith Choat
NOTARY PUBLIC, ~~MIDLAND~~ COUNTY, ~~TEXAS~~
BENTON ARKANSAS

FOR OFFICE USE ONLY	
Rec'd By: <u>KV</u>	Date: <u>11/18/11</u>
Assigned: <u>KV</u>	
For: <u>P+Z</u>	On: <u>12/19/11</u>



****Application will not be considered for scheduling until reviewed by a planner. ****



PROPERTY OWNER NOTIFICATION MAP

Z - 11 - 056

Scale: 1" = 250'

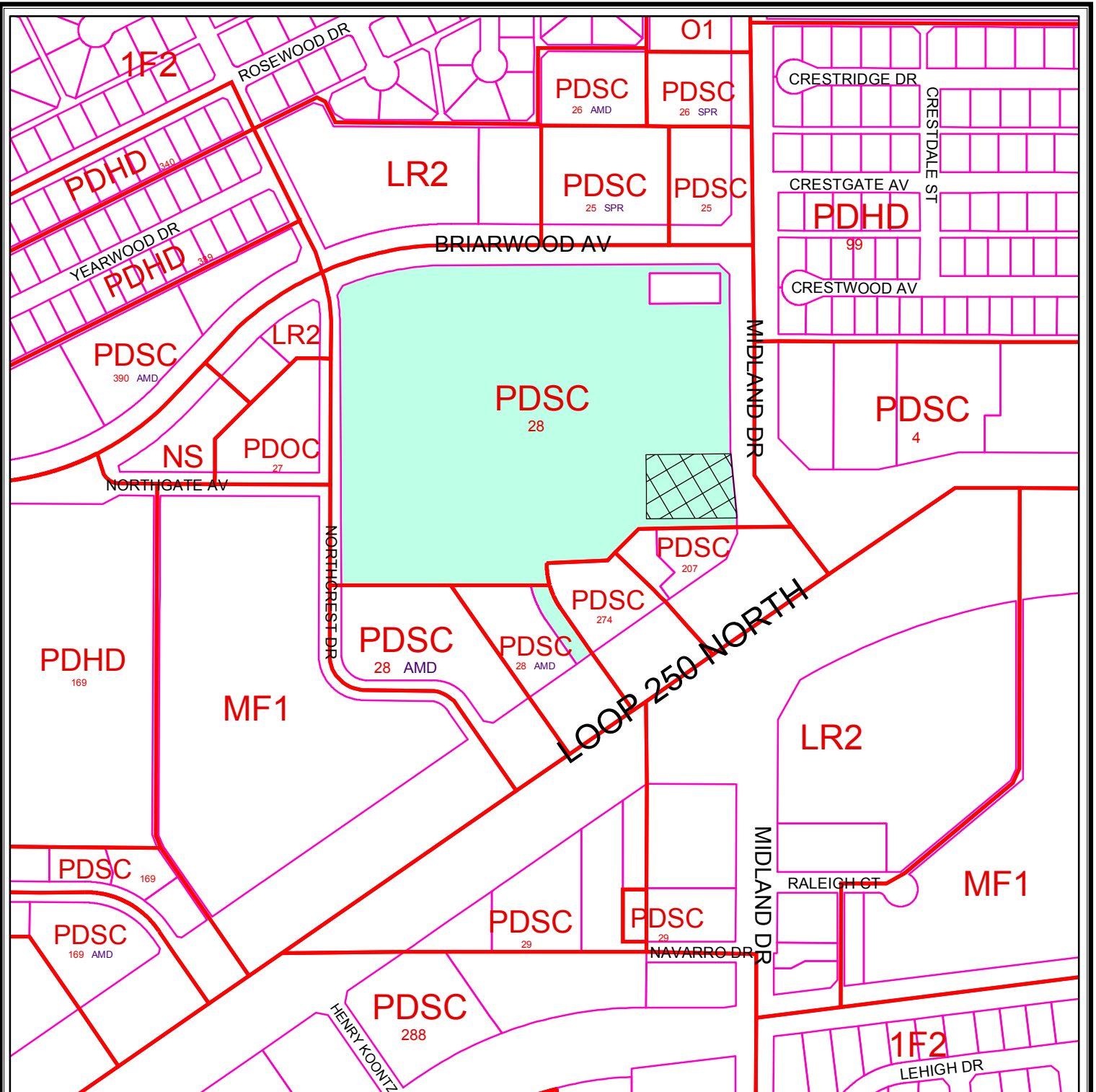
Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on 1.075-acres out of Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

Z - 11 - 056

Scale: 1" = 400'

Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on 1.075-acres out of Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas.

LEGEND

ZONING

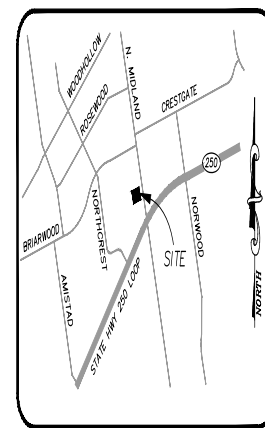
PARCELS

ZONING DISTRICTS:

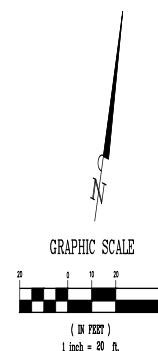
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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VICINITY MAP
N.T.S.



SITE SUMMARY TABLE

General Site Data:	
Zoning	Planned Development - PD
Land Use	Restaurant w/ Drive Thru
Lot Area	46,639 sf (1.075)
Total Building Area (square feet)	2,538
Building Height (stories)	1 st
Lot Coverage	
Floor Area Ratio	0.05
Parking:	
Parking Ratio Required	1 space / 4 seats
Required Parking	50 seats / 4 = 13 spaces
Provided Parking	
Accessible Parking Required	
Accessible Parking Provided	

SITE PLAN
for
Panda Express
N. Midland Drive
Proposed Lot 1D, Block 33
City of Midland
Midland County, Texas

37.15.



PANDA RESTAURANT GROUP INC.
1833 Wilbur Court, Suite 100
Riverside, California
92507
Telephone: (951) 795-8888
Fax: (951) 795-8288

All ideas, designs, arrangements and plans indicated or represented by this drawing are the property of Panda Restaurant Group, Inc. and shall remain confidential. No part of these plans, designs, arrangements or plans may be used by or attributed to any person, firm, or corporation without the written permission of Panda Restaurant Group, Inc.

REVISIONS:

ISSUE DATE:

DRAWN BY:

PANDA PROJECT #: SB-14-00567
ARCH PROJECT #: 281-538



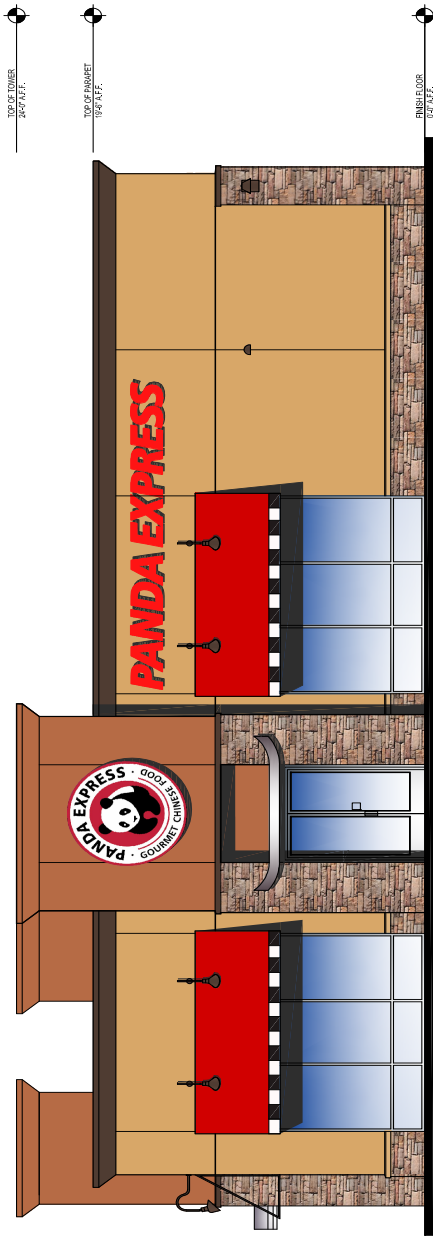
STAMP:

SUPER WALMART

LOOP 262 & MIDLAND DR.
MIDLAND, TX

A-2.1

EXTERIOR
ELEVATIONS



NORTH ELEVATION 1

Scale = 1/8" = 1'-0"

A-2.1



SOUTH ELEVATION 2

Scale = 1/8" = 1'-0"

A-2.1

LEGAL DESCRIPTION:

BEING A 1.075 ACRE TRACT OF LAND SITUATED IN SECTION 6, BLOCK X, H.P. HILLARD SURVEY, AND SECTION 18, BLOCK 39, T-1-S, T.&P. RY. CO. SURVEY, AND BEING PART OF LOT 1A, BLOCK 33, NORTHGATE ADDITION, SECTION 24, AN ADDITION TO THE CITY OF MIDLAND, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER CABINET I, PAGE 13, PLAT RECORDS, MIDLAND COUNTY, TEXAS, AND ALSO BEING PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO WAL-MART REAL ESTATE BUSINESS TRUST, RECORDED UNDER VOLUME 1675, PAGE 251, DEED RECORDS, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2 INCH DISK FOUND IN THE WESTERLY LINE OF N. MIDLAND DRIVE (A 135 FOOT RIGHT-OF-WAY) FOR THE EASTERLY CORNER CLIP AT THE NORTHEAST CORNER OF SAID LOT 1A;

THENCE, ALONG THE EASTERLY LINE OF SAID LOT 1A AND SAID WESTERLY RIGHT OF WAY LINE, SOUTH 15 DEGREES 17 MINUTES 34 SECONDS EAST, A DISTANCE OF 510.00 FEET TO A 1/2 INCH IRON ROD WITH YELLOW CAP FOUND;

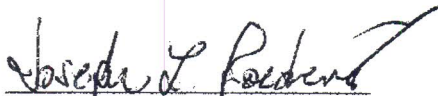
THENCE, CONTINUING ALONG SAID EASTERLY LINE OF LOT 1A AND SAID WESTERLY RIGHT OF WAY LINE, SOUTH 19 DEGREES 50 MINUTES 05 SECONDS EAST, A DISTANCE OF 8.15 FEET TO A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "1ST AMER 4053785800" SET AT THE **POINT OF BEGINNING**, SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING ALONG SAID EASTERLY LINE OF LOT 1A AND SAID WESTERLY RIGHT OF WAY LINE, SOUTH 19 DEGREES 50 MINUTES 05 SECONDS EAST, A DISTANCE OF 185.64 FEET TO A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "1ST AMER 4053785800" SET AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID EASTERLY LINE OF LOT 1A AND SAID WESTERLY RIGHT OF WAY LINE, SOUTH 74 DEGREES 55 MINUTES 47 SECONDS WEST, A DISTANCE OF 260.90 FEET TO A PK NAIL SET IN ASPHALT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 15 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 185.00 FEET TO A PK NAIL SET IN ASPHALT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 74 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 245.48 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 46,839 SQUARE FEET, OR 1.075 ACRES OF LAND, MORE OR LESS.


JOSEPH L. ROEDERER RPLS 5727

NOVEMBER 22, 2011

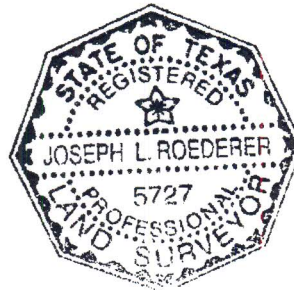


EXHIBIT E



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-12-001; hold a public hearing regarding a proposed oil and gas well drilling permit (Pecan Acres 23 # 3) on the west side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue.

Purpose:

At approximately 10:39 a.m. hold a public hearing on a request from Callon Petroleum to drill an oil and gas well on property located 704' FNL and 2,007' FWL of the land described as Section 23, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval as follows: a variance from the landscaping requirement for a period not to exceed two years; steel coated tanks may be considered for water containment in lieu of fiberglass, and that multiple wells be permitted on pad sites. The applicant has requested a variance from the landscaping requirement. A road repair agreement is anticipated.

Attachments: Application; Location map; Drill site location.



APPLICATION FOR OIL AND GAS PERMIT

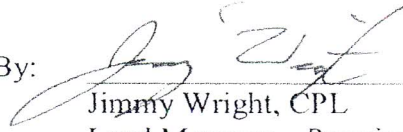
(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date	Operator Name (must match W-1)	Operator Address
1/17/2012	Callon Petroleum Operating Company	P.O. Box 1287, Natchez, Ms 39121
Representative Name	Representative Address (within Midland (City Limits) 4305 N. Garfield, Ste. 235 Midland, TX 79710	Rep. Tele. (432) 686-1828
Jimmy Baggett		Rep. Fax (432) 686-2764
Fee: \$4,000.00 Rec'd Yes ___ No ___		
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (tele): No. 2 (Tele.)		
Option B: Jimmy Baggett 4305 N. Garfield, Ste. 235, Midland, TX 79710		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):		
Vince Borrello (432) 553-9522 4305 N. Garfield, Ste. 235, Midland TX, 79170		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). Annie #3, #8, Pecan Acres 23A #1, #2, #3		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): SEE ATTACHMENT 1		
1.		
2.		
3.		
ATTACHED AS EXHIBIT C is (a Title Opinion by ---- Mike Canon . A licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from , a licensed Texas Attorney) indicating that Operator has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. ATTACHED		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
UNDEVELOPED RESIDENTIAL		
ATTACHED AS EXHIBIT D is (a Title Opinion by . A licensed Texas Attorney/a Take-off from , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]. ATTACHED		
ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance - on depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)]. ATTACHED		
ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)]. ATTACHED		

IV. Well & Operations Information
Proposed Well Name: PECAN ACRES 23 #3
Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:
Legal Description of Proposed Well Site: 704' FNL, 2007' FWL of Section 23 , Block 40, T & P RR Co. Survey, Midland County, Texas
ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. ATTACHED ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)]. ATTACHED ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations) . [See § J(16) and (20)]. ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)]. ATTACHED ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)]. ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)]. ATTACHED VARIANCE REQUEST ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Beause Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjuncton with this request. [See § J(31)]. ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].
Description of Public Utilities required during (1) drilling and (2) operations: (1) Drilling: No public utilities will be needed during drilling operations. (2) Operations: See Exhibit N and N-3
Deescription of water source to be used during Drilling: Water will be pulled from water wells existing on the property and hauled if necessary.
Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]: See Exhibits G & N attached
Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: See Exhibit O - Pits will be deep Buried in accordance to City of Midland requirements.
V. Additional Required Exhibits
ATTACHED AS EXHIBIT P is the Letter of Credit/Certificate of Deposit in accordance with Subsection (K)(2). [See § J(18)]. ATTACHED ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)]. ATTACHED ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. ATTACHED ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. ATTACHED ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. See Exhibit T & Attachment T-1 ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)]. ATTACHED

Callon Petroleum Operating Company

By:

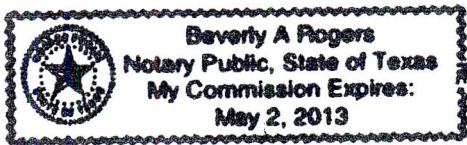

Jimmy Wright, CPL
Land Manager – Permian Basin

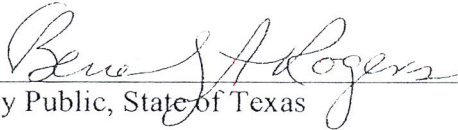
STATE OF TEXAS §

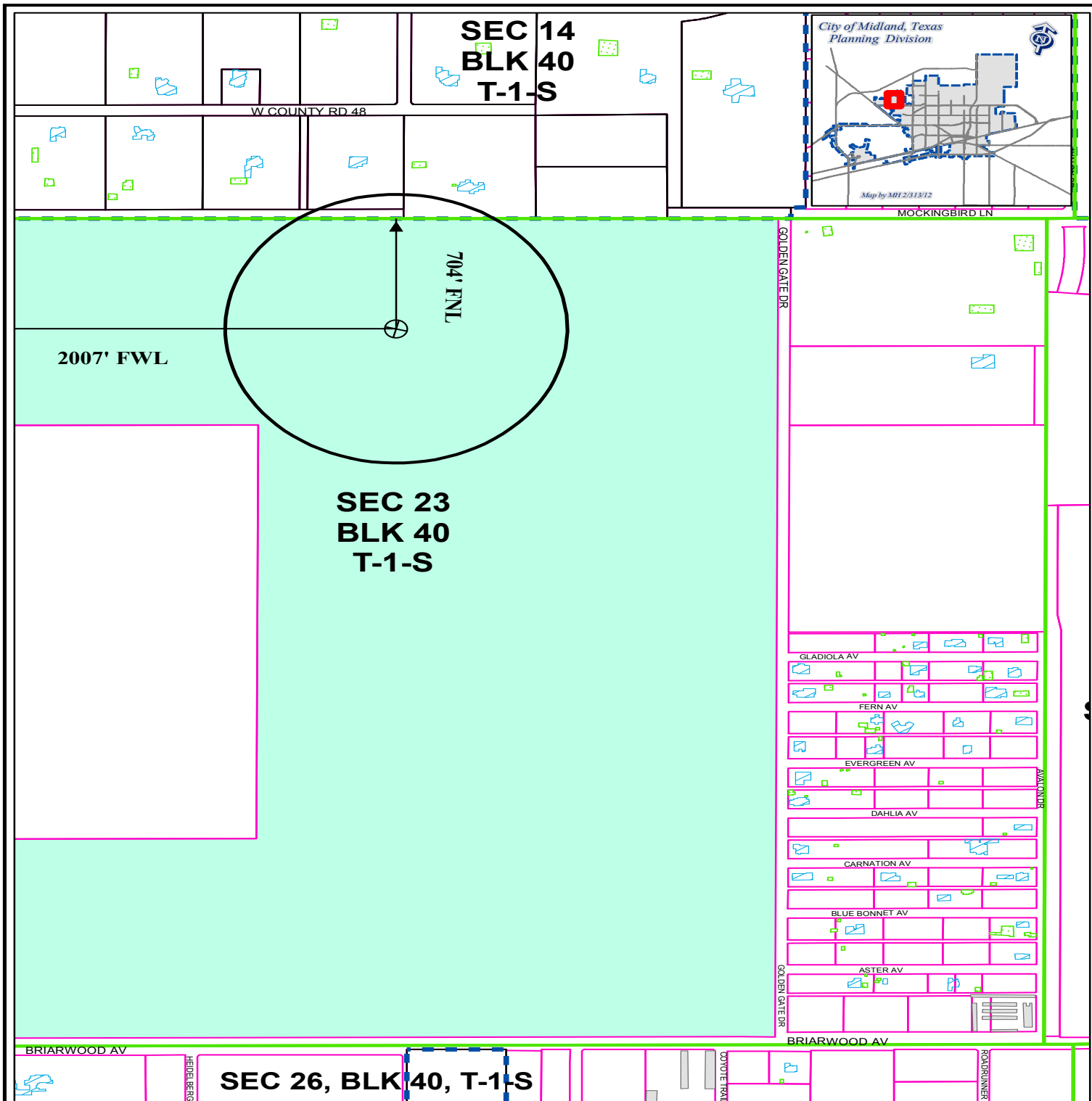
§

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas



LOCATION AND ZONING MAP

O - 12 - 001

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 704' FNL and 2007' FWL, Section 23, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

Pecan Acres 23 #3

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LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD
PD
AE
1F1, 1F2, 1F3
MH
TH
2F
MF1, MF2

FUTURE DEVELOPMENT
PLANNED DISTRICT
AGRICULTURE ESTATE
ONE-FAMILY DWELLING
MOBILE HOME DWELLING
TOWNHOUSE DWELLING
TWO-FAMILY DWELLING
MULTIPLE FAMILY DWELLING

BP
P
01, 02
NS
LR1, LR2, LR3
C1, C2, C3
IP, JP1, IP2, IP3
LI
HI

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
LOCAL RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY

GENERAL NOTES:
2700' FLOWLINE
5128' OF ACCESS ROAD
5433' OF ELECTRIC

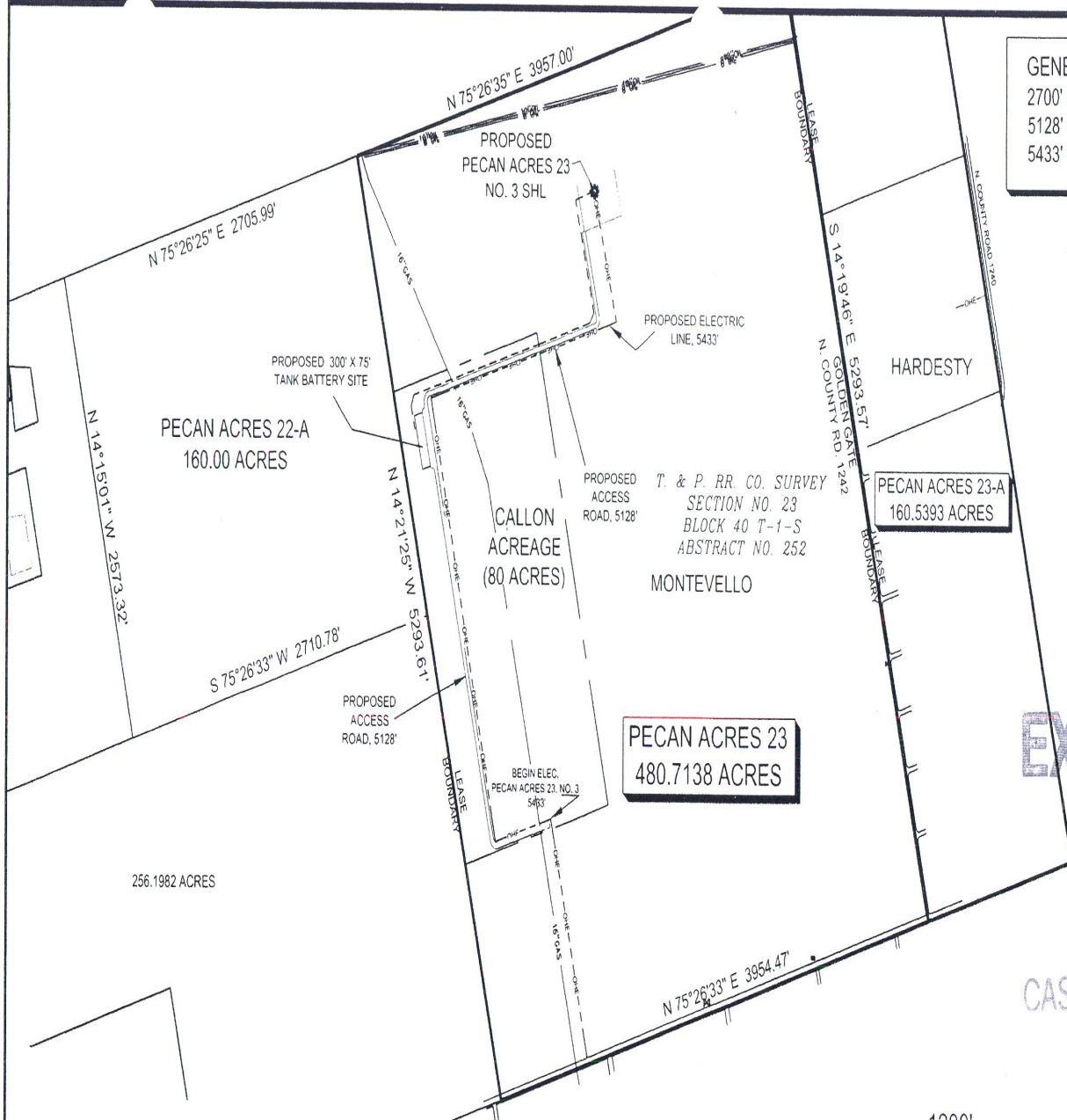


EXHIBIT A

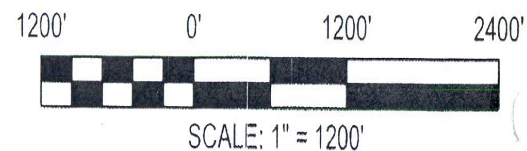
CASE NO. 0-12-001

LEGEND

- OHE— = PROPOSED ADDITIONAL OVERHEAD ELECTRIC LINES
- = PROPOSED FLOWLINES
- = PROPOSED ADDITIONAL ACCESS ROADS
- = PROPOSED WELL LOCATION

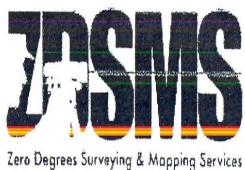
I HEREBY STATE THAT THIS PLAT SHOWS THE PROPOSED LOCATIONS AS SHOWN.

James Curtis Yarger
JAMES CURTIS YARGER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS #5854



3	1-20-12	CY	REVISE ACCESS & ELECTRIC LINEAR FOOTAGE	CY
2	12-05-11	RG	EDIT ACCESS & ELECTRIC LINEAR FOOTAGE	CY
1	11-30-11	GG	EDIT EXISTING PIPELINE TEXT	CY
REV.	DATE	BY:	DESCRIPTION	CHK

PROJECT NO. 1109036



403 West Loop 820, Suite 160
Fort Worth, Texas 76108
(817) 367-6900 ~ Fax (817) 367-1973

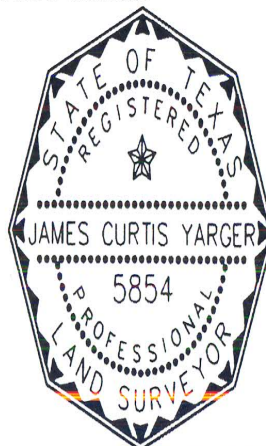


EXHIBIT SHOWING
PROPOSED
PECAN ACRES 23 NO. 3
PROPOSED FLOWLINE, ACCESS ROAD AND
ELECTRIC LINE LOCATIONS
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

DRAWN BY: RSG	DATE: 11-29-11	DWG. NO.	REV.
CHECKED BY: CY	DATE: 11-29-11	1109036 PECAN ACRES 23 NO. 3 EXHIBIT	3
SCALE: 1"=1200'	APP.:	PAGE 1	



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-12-002; hold a public hearing regarding a proposed oil and gas well drilling permit (Pecan Acres 23 # 6) on the west side of Golden Gate Drive, approximately 650' north of Briarwood Avenue.

Purpose:

At approximately 10:42 a.m. hold a public hearing on a request from Callon Petroleum to drill an oil and gas well on property located 651' FSL and 2,040' FWL of the land described as Section 23, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval as follows: a variance from the landscaping requirement for a period not to exceed two years; steel coated tanks may be considered for water containment in lieu of fiberglass, and that multiple wells be permitted on pad sites. The applicant has requested a variance from the landscaping requirement. A road repair agreement is anticipated.

Attachments: Application; Location map; Drill site location.



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date 1/17/2012	Operator Name (must match W-1) Callon Petroleum Operating Company	Operator Address P.O. Box 1287, Natchez, Ms 39121
Representative Name Jimmy Baggett	Representative Address (within Midland (City Limits) 4305 N. Garfield, Ste. 235 Midland, TX 79710	Rep. Tele. (432) 686-1828
Fee: \$4,000.00 Rec'd Yes ___ No ___		Rep. Fax (432) 686-2764

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (tele):

No. 2 (Tele.)

Option B: **Jimmy Baggett 4305 N. Garfield, Ste. 235, Midland, TX 79710**

Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Vince Borrello (432) 553-9522 4305 N. Garfield, Ste. 235, Midland TX, 79170Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). **Annie #3, #8, Pecan Acres 23A #1, #2, #3****II. Mineral Ownership**Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): **SEE ATTACHMENT 1**

1.

2.

3.

ATTACHED AS EXHIBIT C is (a Title Opinion by ---- **Mike Canon** . A licensed Texas Attorney/Title Commitment by Abstract

Company/a Take-off from , a Certified Petroleum Landman/an opinion letter from

, a licensed Texas Attorney) indicating that |Operator| has a legal right to develop the mineral estate that is the subject of

this Application. [See § J(5)]. **ATTACHED****III. Surface Ownership & Use**

General Description of Current Surface Use (within 860 feet of proposed surface location):

UNDEVELOPED RESIDENTIAL

ATTACHED AS EXHIBIT D is (a Title Opinion by . A licensed Texas Attorney/a Take-off from

, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists

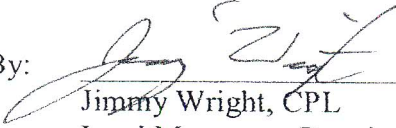
the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]. **ATTACHED**

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance - one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)]. **ATTACHED**

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)]. **ATTACHED**

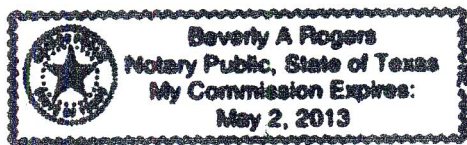
IV. Well & Operations Information
Proposed Well Name: PECAN ACRES 23 #6
Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:
Legal Description of Proposed Well Site: 651' FSL, 2040' FWL of Section 23, Block 40, T & P RR Co. Survey, Midland County, Texas
ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. ATTACHED ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)]. ATTACHED ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations) . [See § J(16) and (20)]. ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)]. ATTACHED ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)]. ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)]. ATTACHED VARIANCE REQUEST ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Beause Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunciton with this request. [See § J(31)]. ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].
Description of Public Utilities required during (1) drilling and (2) operations:
(1) Drilling: No public utilities will be needed during drilling operations. (2) Operations: See Exhibit N and N-3
Deescription of water source to be used during Drilling:
Water will be pulled from water wells existing on the property and hauled if necessary.
Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:
See Exhibits G & N attached
Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:
See Exhibit O - Pits will be deep Buried in accordance to City of Midland requirements.
V. Additional Required Exhibits
ATTACHED AS EXHIBIT P is the Letter of Credit/Certificate of Deposit in accordance with Subsection (K)(2). [See § J(18)]. ATTACHED ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)]. ATTACHED ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. ATTACHED ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. ATTACHED ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. See Exhibit T & Attachment T-1 ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)]. ATTACHED

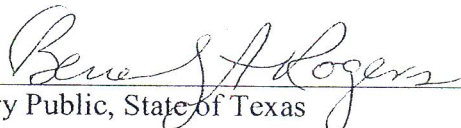
Callon Petroleum Operating Company

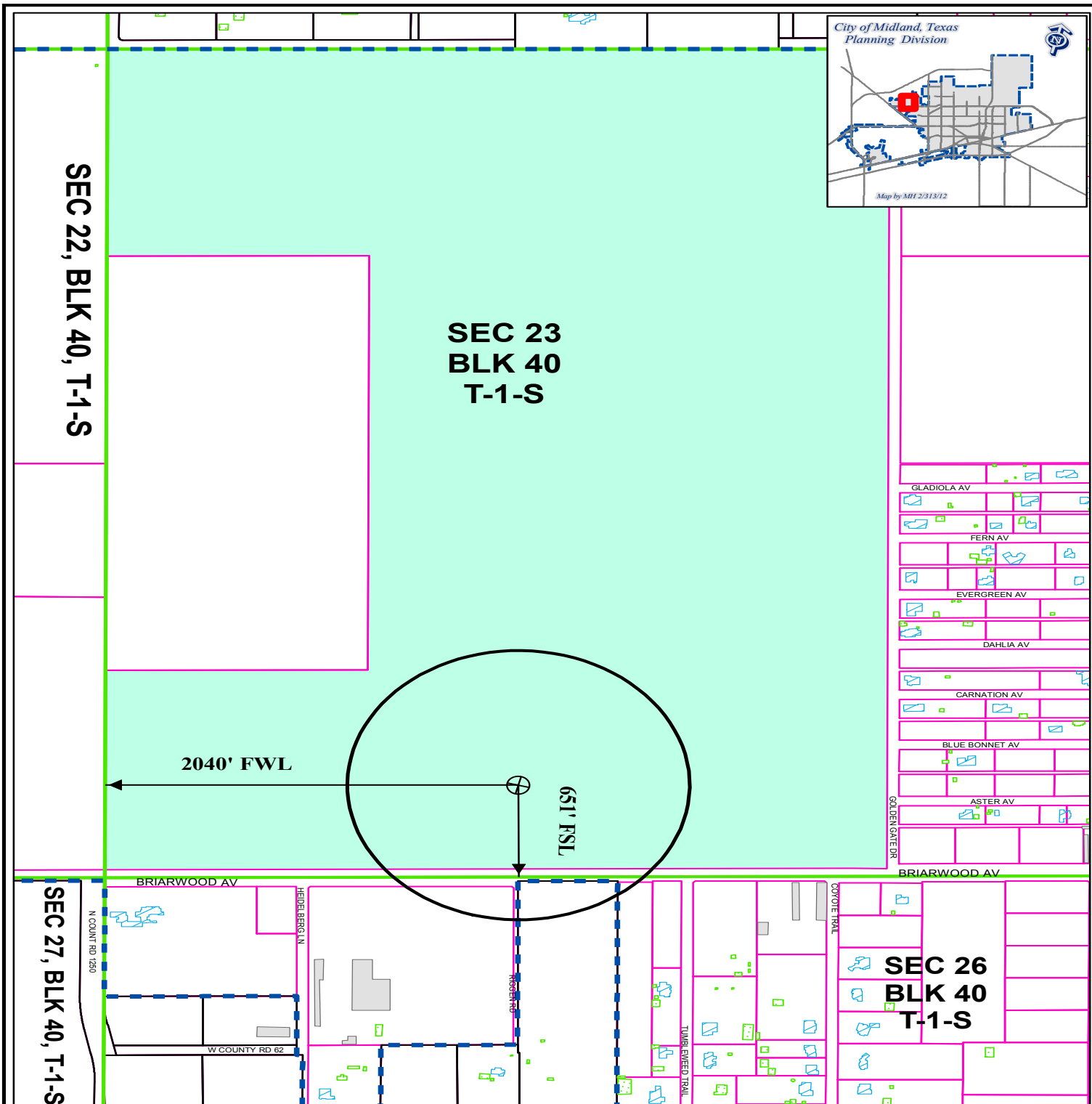
By: 
Jimmy Wright, CPL
Land Manager – Permian Basin

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas



LOCATION AND ZONING MAP

O - 12 - 002

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 651' FSL and 2040' FWL, Section 23, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

Pecan Acres 23 #6

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LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

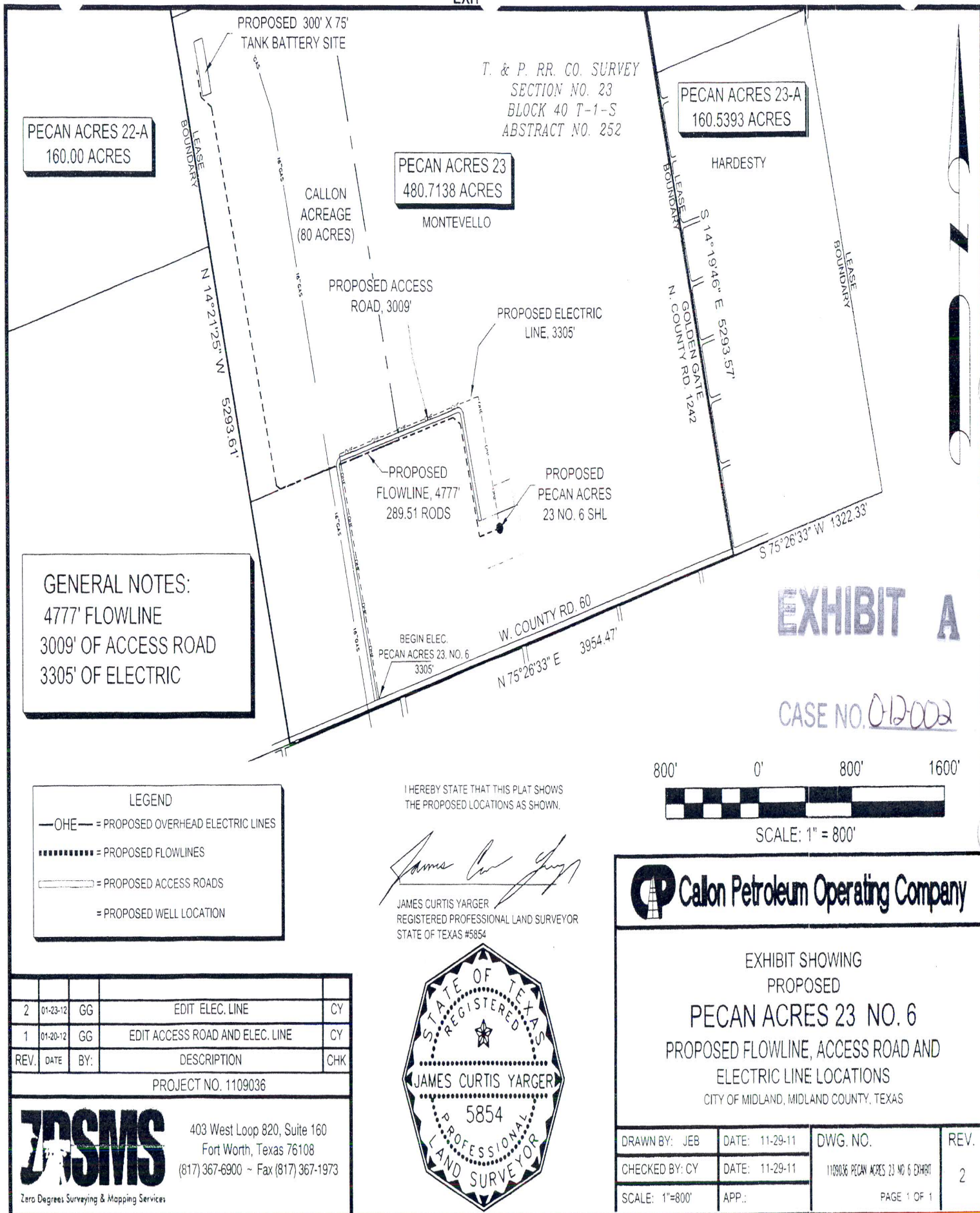
ZONING DISTRICTS:

FD
PD
AE
1F1, 1F2, 1F3
MH
TH
2F
MF1, MF2

FUTURE DEVELOPMENT
PLANNED DISTRICT
AGRICULTURE ESTATE
ONE-FAMILY DWELLING
MOBILE HOME DWELLING
TOWNHOUSE DWELLING
TWO-FAMILY DWELLING
MULTIPLE FAMILY DWELLING

BP
P
01, 02
NS
LR1, LR2, LR3
C1, C2, C3
IP, JP1, IP2, IP3
LI
HI

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
LOCAL RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-12-003; hold a public hearing regarding a proposed oil and gas well drilling permit (Pecan Acres 23 # 12) on the west side of Golden Gate Drive, approximately ½ mile north of Briarwood Avenue.

Purpose:

At approximately 10:45 a.m. hold a public hearing on a request from Callon Petroleum to drill an oil and gas well on property located 1911' FEL and 2,009' FNL of the land described as Section 23, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. This is an opportunity for the Council to receive public comment. Council may consider this permit following a 30-day public comment period and at a regularly scheduled meeting.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval as follows: a variance from the landscaping requirement for a period not to exceed two years; steel coated tanks may be considered for water containment in lieu of fiberglass, and that multiple wells be permitted on pad sites. The applicant has requested a variance from the landscaping requirement. A road repair agreement is anticipated.

Attachments: Application; Location map; Drill site location.



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date 1/17/2012	Operator Name (must match W-1) Callon Petroleum Operating Company	Operator Address P.O. Box 1287, Natchez, Ms 39121
Representative Name Jimmy Baggett	Representative Address (within Midland) (City Limits) 4305 N. Garfield, Ste. 235 Midland, TX 79710	Rep. Tele. (432) 686-1828
Fee: \$4,000.00 Rec'd Yes ___ No ___		Rep. Fax (432) 686-2764
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (tele): _____ No. 2 (Tele.) _____		
Option B: Jimmy Baggett 4305 N. Garfield, Ste. 235, Midland, TX 79710		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Vince Borrello (432) 553-9522 4305 N. Garfield, Ste. 235, Midland TX, 79170		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): Annie #3, #8, Pecan Acres 23A #1, #2, #3		

II. Mineral OwnershipName(s) and Address(es) of Mineral Estate Lessors (under applicable lease): **SEE ATTACHMENT 1**

1.

2.

3.

ATTACHED AS EXHIBIT C is (a Title Opinion by ---- **Mike Canon** . A licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____ , a Certified Petroleum Landman/an opinion letter from _____ , a licensed Texas Attorney) indicating that |Operator| has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. **ATTACHED**

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

UNDEVELOPED RESIDENTIAL

ATTACHED AS EXHIBIT D is (a Title Opinion by _____ . A licensed Texas Attorney/a Take-off from _____ , a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]. **ATTACHED**

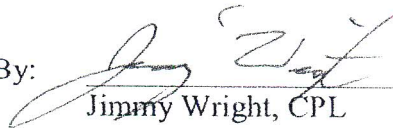
ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance - one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)]. **ATTACHED**

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)]. **ATTACHED**

IV. Well & Operations Information
Proposed Well Name: PECAN ACRES 23 #12
Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:
Legal Description of Proposed Well Site: 1911' FEL, 2009' FNL of Section 23, Block 40, T1S, T & P RR Co. Survey, Midland County, Texas
ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. ATTACHED ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)]. ATTACHED ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)]. ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)]. ATTACHED ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)]. ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)]. ATTACHED VARIANCE REQUEST ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Beause Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunciton with this request. [See § J(31)]. ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].
Description of Public Utilities required during (1) drilling and (2) operations: (1) Drilling: No public utilities will be needed during drilling operations. (2) Operations: See Exhibit N and N-3
Deescription of water source to be used during Drilling: Water will be pulled from water wells existing on the property and hauled if necessary.
Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]: See Exhibits G & N attached
Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: See Exhibit O - Pits will be deep Buried in accordance to City of Midland requirements.
V. Additional Required Exhibits
ATTACHED AS EXHIBIT P is the Letter of Credit/Certificate of Deposit in accordance with Subsection (K)(2). [See § J(18)]. ATTACHED ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)]. ATTACHED ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. ATTACHED ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. ATTACHED ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. See Exhibit T & Attachment T-1 ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)]. ATTACHED

Callon Petroleum Operating Company

By:


Jimmy Wright, CPL
Land Manager – Permian Basin

STATE OF TEXAS

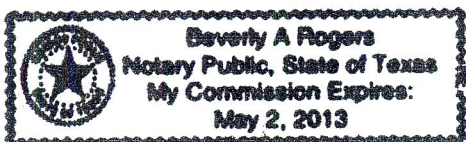
§

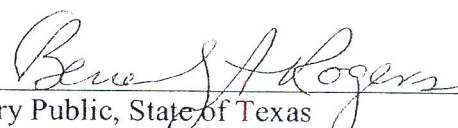
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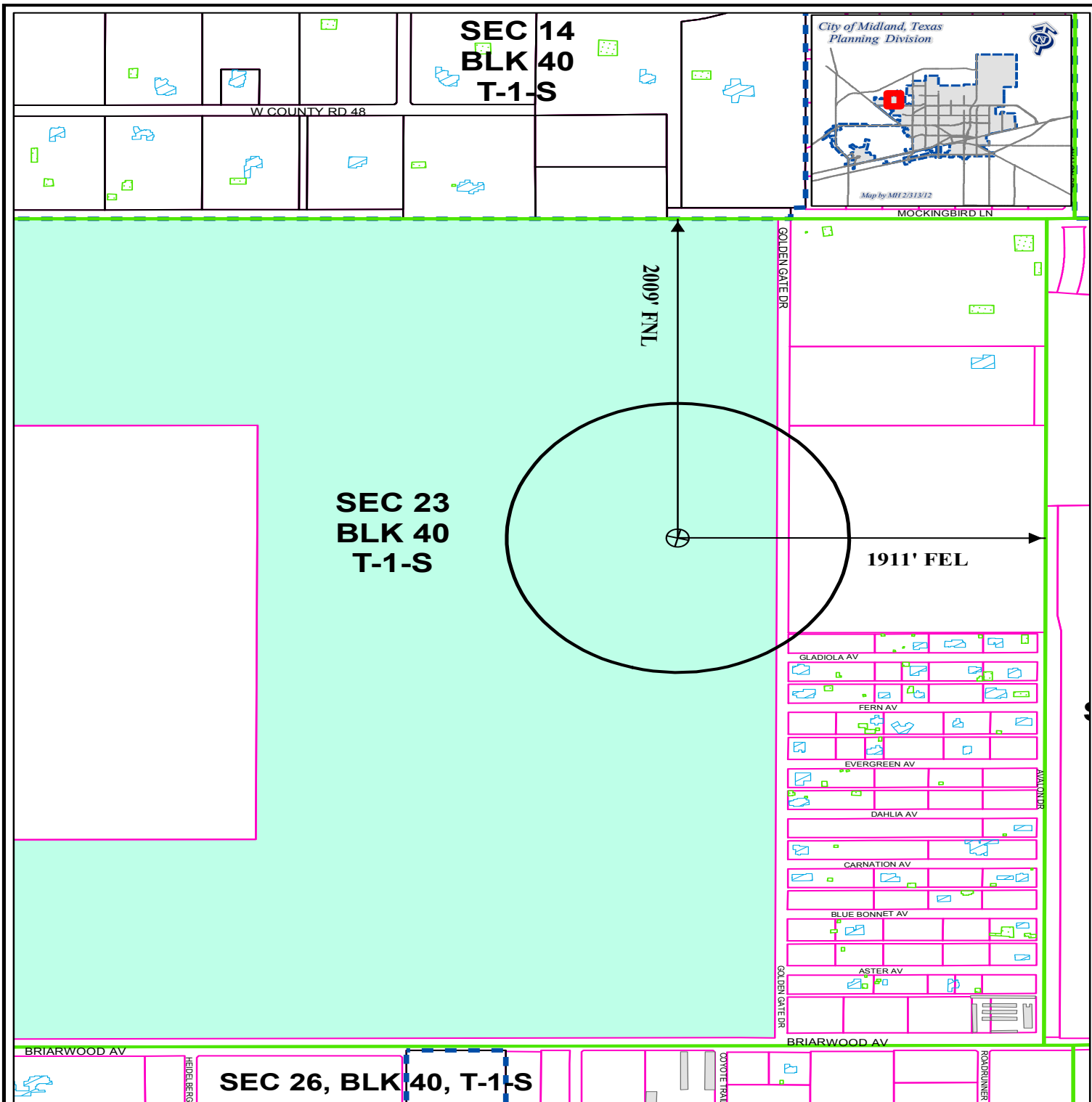
COUNTY OF MIDLAND

§

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas



LOCATION AND ZONING MAP

O - 12 - 003

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1911' FEL and 2009' FNL, Section 23, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

Pecan Acres 23 #12

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LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD
PD
AE
1F1, 1F2, 1F3
MH
TH
2F
MF1, MF2

FUTURE DEVELOPMENT
PLANNED DISTRICT
AGRICULTURE ESTATE
ONE-FAMILY DWELLING
MOBILE HOME DWELLING
TOWNHOUSE DWELLING
TWO-FAMILY DWELLING
MULTIPLE FAMILY DWELLING

BP
P
01, 02
NS
LR1, LR2, LR3
C1, C2, C3
IP, JP1, IP2, IP3
LI
HI

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
LOCAL RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY

EXHIBIT

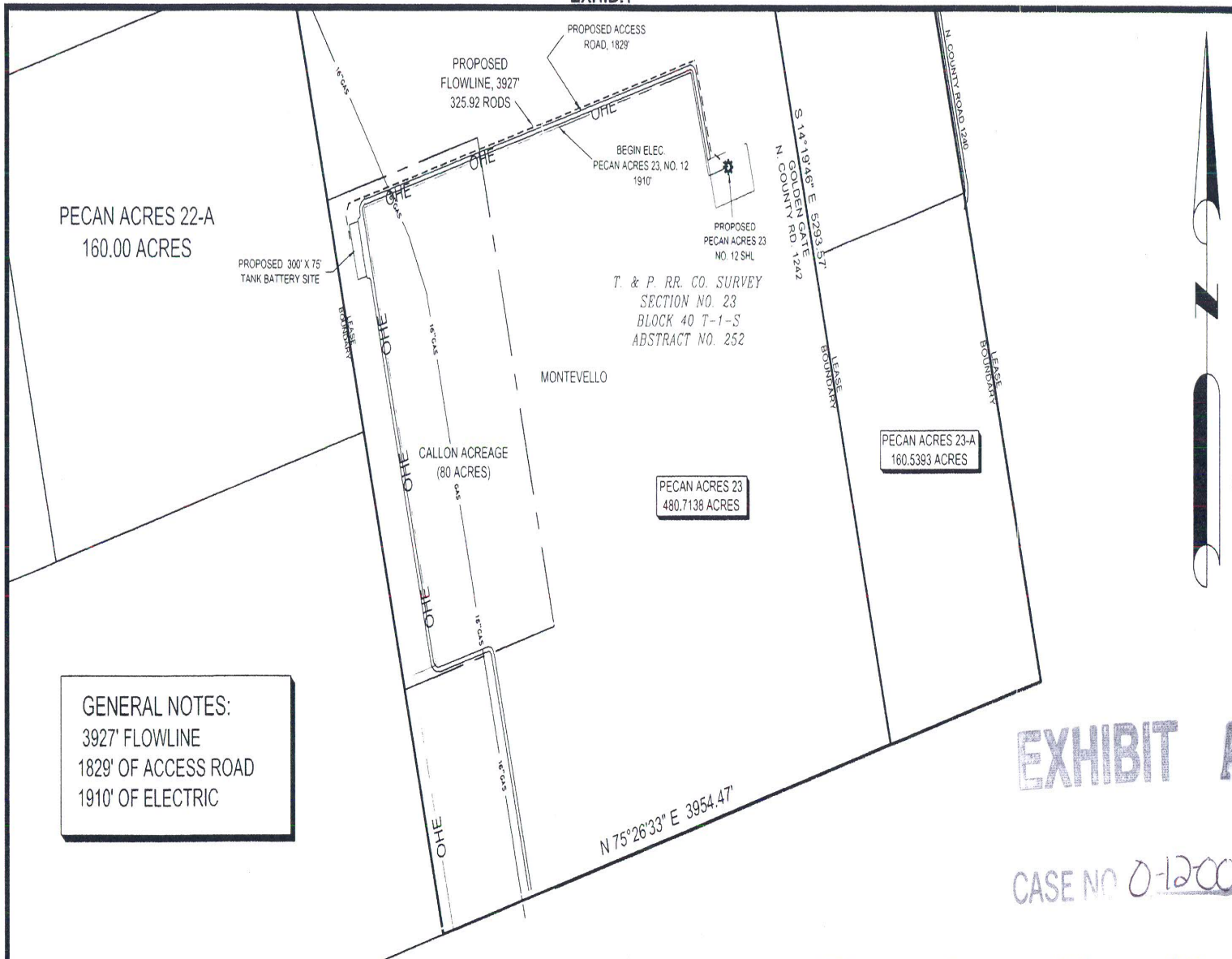


EXHIBIT A

CASE NO 0-12003

GENERAL NOTES:
3927' FLOWLINE
1829' OF ACCESS ROAD
1910' OF ELECTRIC

LEGEND

- OHE — = PROPOSED ADDITIONAL OVERHEAD ELECTRIC LINES
- = PROPOSED FLOWLINES
- = PROPOSED ADDITIONAL ACCESS ROADS
- = PROPOSED WELL LOCATION

I HEREBY STATE THAT THIS PLAT SHOWS THE PROPOSED LOCATIONS AS SHOWN.

James Curtis Yarger

JAMES CURTIS YARGER
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS #5854

1000' 0' 1000' 2000'



SCALE: 1" = 1000'



EXHIBIT SHOWING
PROPOSED
PECAN ACRES 23 NO. 12
PROPOSED FLOWLINE, ACCESS ROAD AND
ELECTRIC LINE LOCATIONS
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

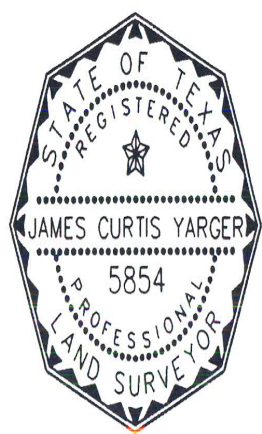
REV.	DATE	BY:	DESCRIPTION	CHK
2	01-20-12	GG	REVISE ACCESS ENTRANCE AND GENERAL NOTES	CY
1	12-05-11	RG	EDIT ACCESS & ELECTRIC LINEAR FOOTAGE	CY

PROJECT NO. 1109036



403 West Loop 820, Suite 160
Fort Worth, Texas 76108
(817) 367-6900 ~ Fax (817) 367-1973

Zero Degrees Surveying & Mapping Services



DRAWN BY: NR	DATE: 11-29-11	DWG. NO.	REV.
CHECKED BY: CY	DATE: 11-29-11	1109036 PECAN ACRES 23 NO 12 EXHIBIT	2
SCALE: 1"=1000'	APP.:	PAGE 1 OF 1	

Attachment G-4



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-010 (Tract 1); Annexation of a 40.46-acre tract of land out of Section 45, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (Generally located north of Midland International Airport).

Purpose: Hold a public hearing at approximately 10:48 a.m. to receive public comment regarding a proposed annexation of city-owned land.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process the annexation of this property.

Discussion:

This land is located north of an operational runway at the Midland International Airport. Annexation is proposed in order to clean up city limit lines to include property the city owns. No City Council action is required at this time.

Attachments:

Map



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-010 (Tract 2); Annexation of a 96.28-acre tract of land out of Sections 43 & 44, Block 40, T-1-S, and Sections 5 & 6, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas (Generally located northwest of Midland International Airport).

Purpose: Hold a public hearing at approximately 10:49 a.m. to receive public comment regarding a proposed annexation of city-owned land.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process the annexation of this property.

Discussion:

This land is located northwest of an operational runway at the Midland International Airport. Annexation is proposed in order to clean up city limit lines to include property the city owns. No City Council action is required at this time.

Attachments:

Map



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-010 (Tract 3); Annexation of a 55.08-acre tract of land out of Sections 8, 9 16 & 17, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas (Generally located south of Midland International Airport).

Purpose: Hold a public hearing at approximately 10:50 a.m. to receive public comment regarding a proposed annexation of city-owned land.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

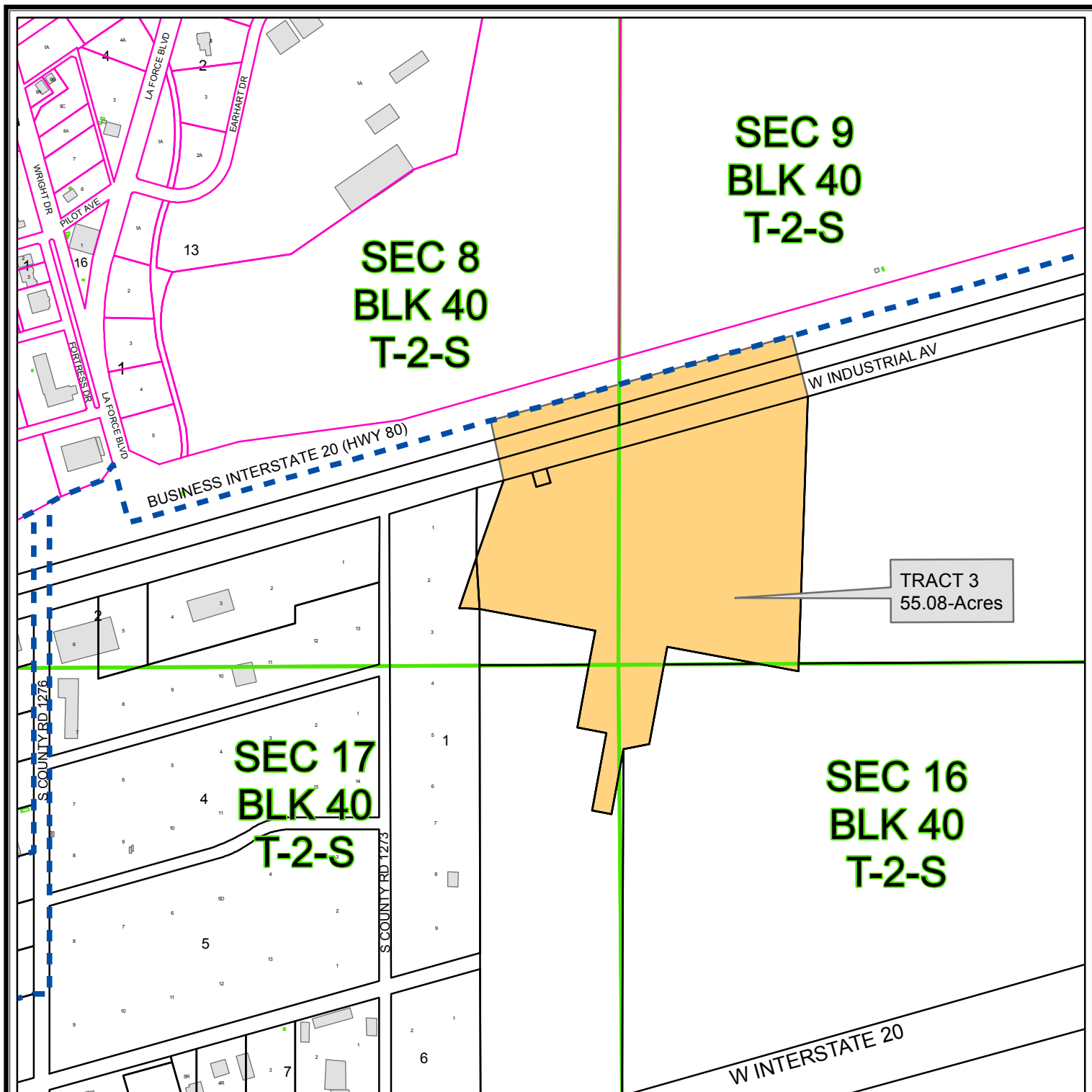
There is no cost to the City to process the annexation of this property.

Discussion:

This land is located south of an operational runway at the Midland International Airport. Annexation is proposed in order to clean up city limit lines to include property the city owns. No City Council action is required at this time.

Attachments:

Map



PROPOSED ANNEXATION MAP

M - 11 - 010

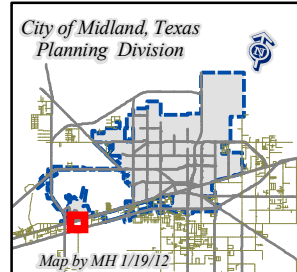
Scale: 1" = 700'

TRACT 3

Consider a request for the annexation of (Tract 3) a 55.08-acre tract of land out of Sections 8, 9, 16 and 17, Block 40, T-2-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY
- CITY LIMITS
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-010 (Tract 4); Annexation of a 2.25-acre tract of land out of Section 10, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (Generally located northeast of Midland International Airport).

Purpose: Hold a public hearing at approximately 10:51 a.m. to receive public comment regarding a proposed annexation of city-owned land.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

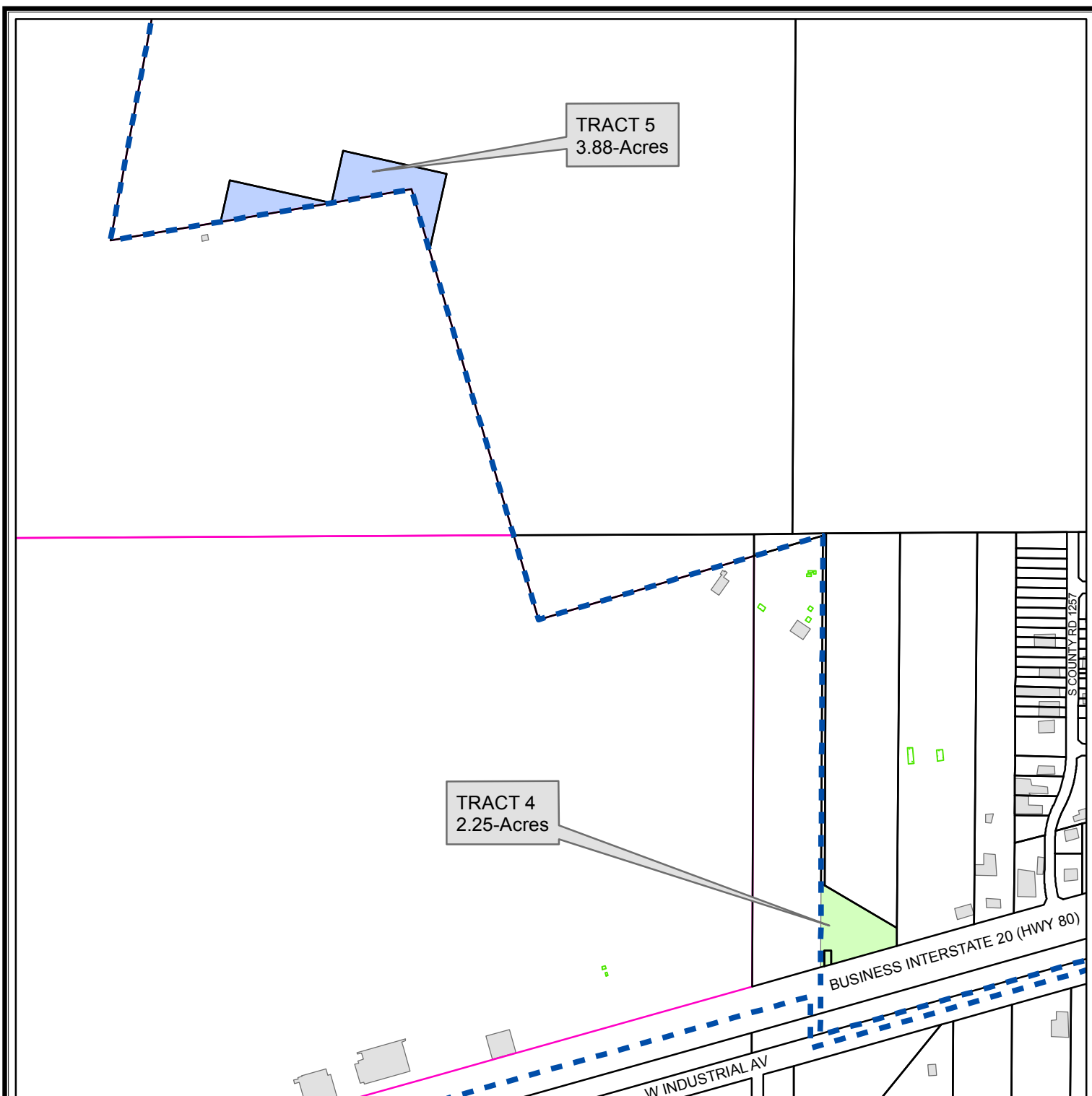
There is no cost to the City to process the annexation of this property.

Discussion:

This land is located northeast of the Midland International Airport. Annexation is proposed in order to clean up city limit lines to include property the city owns. No City Council action is required at this time.

Attachments:

Map



PROPOSED ANNEXATION MAP

M - 11 - 010

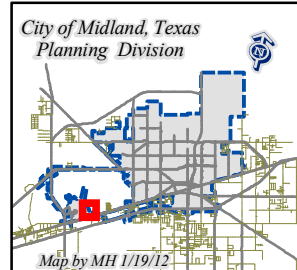
Scale: 1" = 700'

TRACTS 4 & 5

Consider a request for the annexation of (Tract 4) a 2.25-acre tract of land out of Section 10, Block 40, T-2-S and (Tract 5) a 3.88-acre tract of land out of Section 4, Block 40, T-2-S, all T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY - TRACT 4
- ANNEXATION BOUNDARY - TRACT 5
- CITY LIMITS
- SURVEY SECTION
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-010 (Tract 5); Annexation of a 3.88-acre tract of land out of Section 4, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (Generally located southeast of Midland International Airport).

Purpose: Hold a public hearing at approximately 10:52 a.m. to receive public comment regarding a proposed annexation of city-owned land.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

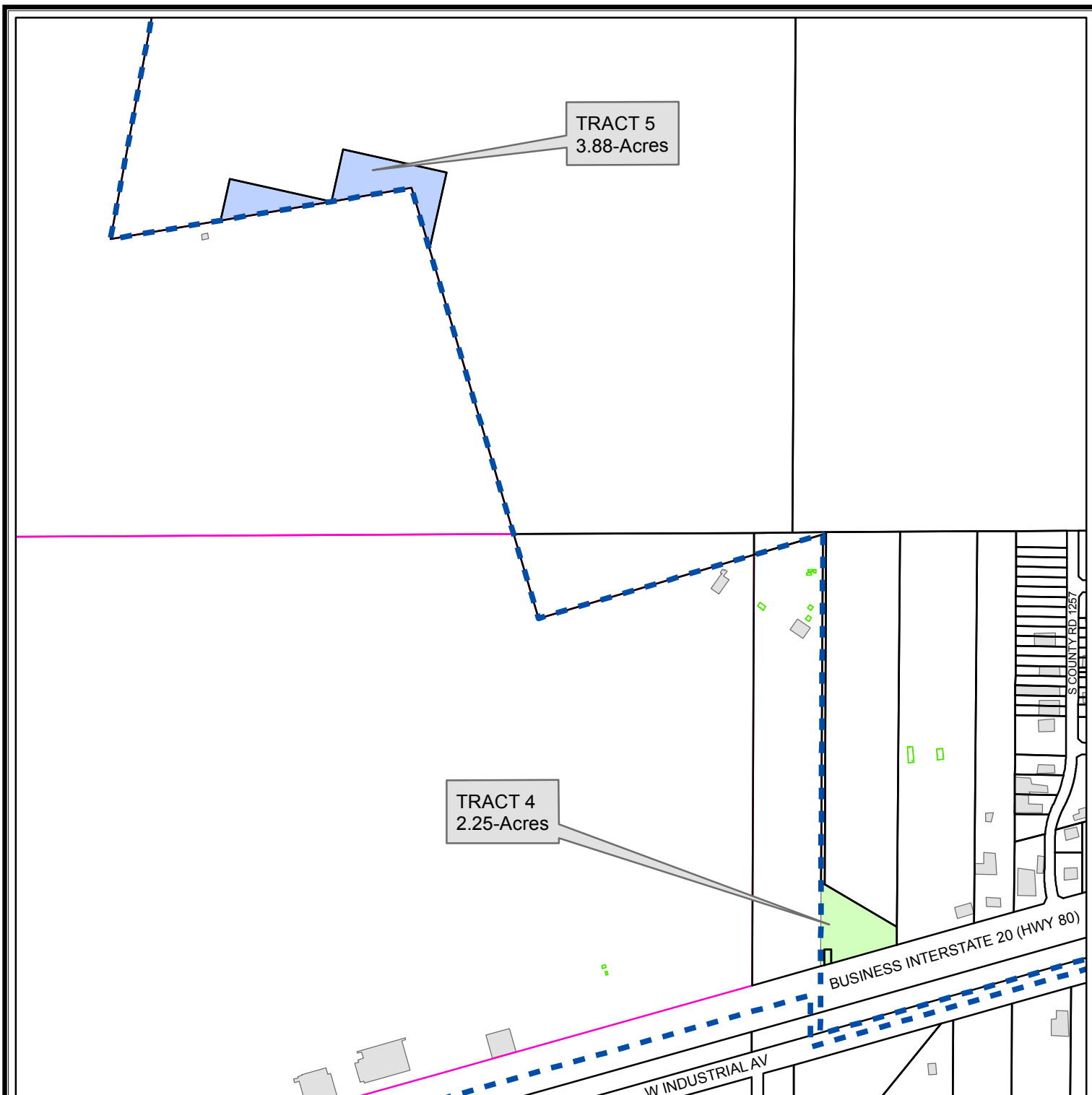
There is no cost to the City to process the annexation of this property.

Discussion:

This land is located southeast of the Midland International Airport. Annexation is proposed in order to clean up city limit lines to include property the city owns. No City Council action is required at this time.

Attachments:

Map



PROPOSED ANNEXATION MAP

M - 11 - 010

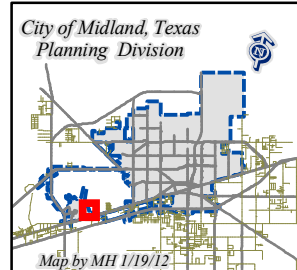
Scale: 1" = 700'

TRACTS 4 & 5

Consider a request for the annexation of (Tract 4) a 2.25-acre tract of land out of Section 10, Block 40, T-2-S and (Tract 5) a 3.88-acre tract of land out of Section 4, Block 40, T-2-S, all T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY - TRACT 4
- ANNEXATION BOUNDARY - TRACT 5
- CITY LIMITS
- SURVEY SECTION
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-010 (Tract 6); Annexation of a 3.57-acre tract of land out of Section 13, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (Generally located on the north side of the Mockingbird Lane extension, east of Avalon Drive).

Purpose: Hold a public hearing at approximately 10:53 a.m. to receive public comment regarding a proposed annexation of city-owned land.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

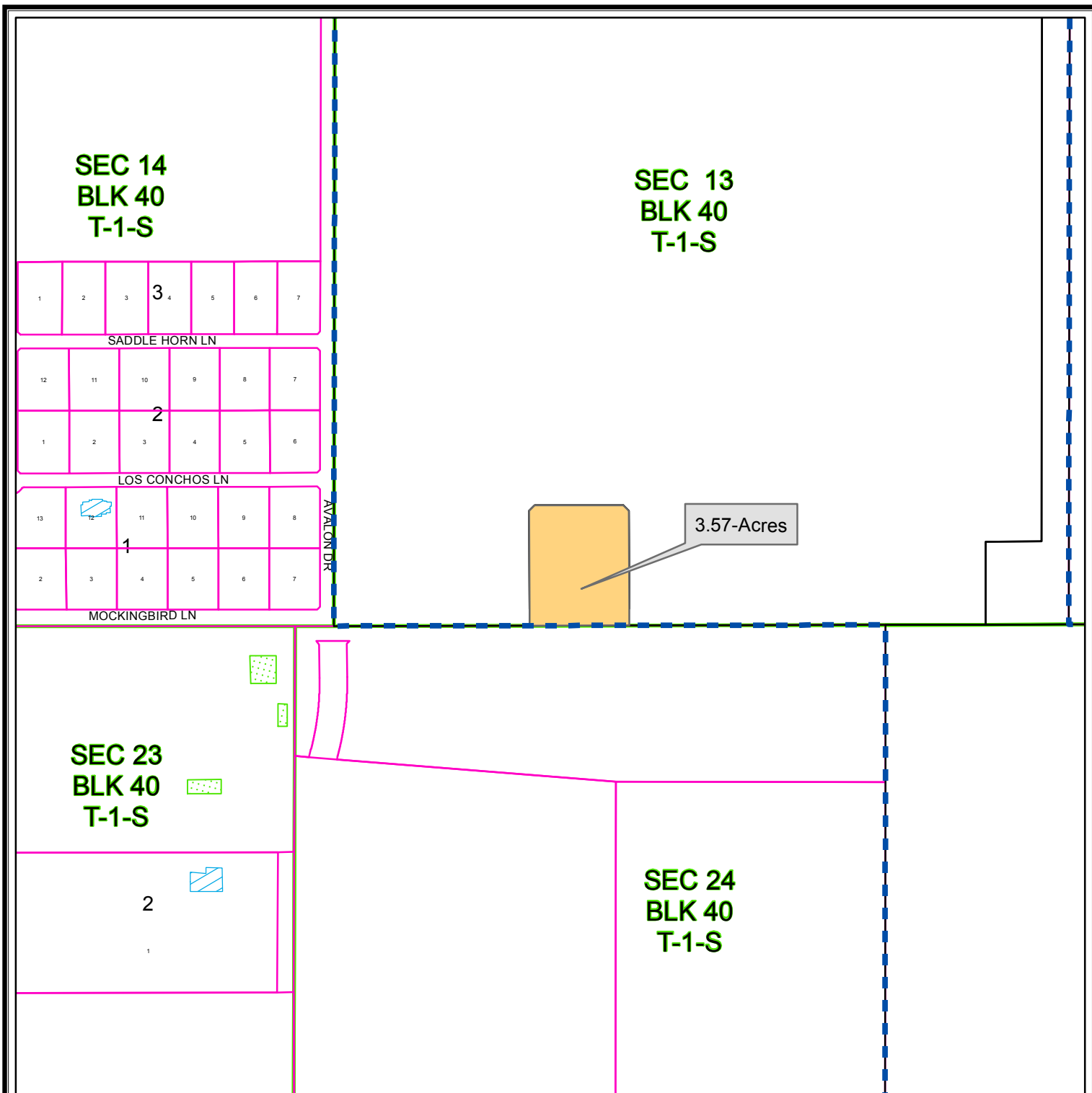
There is no cost to the City to process the annexation of this property.

Discussion:

This land is located on the north side of the future extension of Mockingbird Lane. It is developed with a city-owned water tower. Annexation is proposed in order to clean up city limit lines to include property the city owns. No City Council action is required at this time.

Attachments:

Map



PROPOSED ANNEXATION MAP

M - 11 - 010

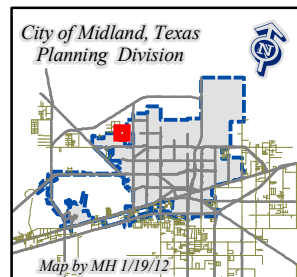
Scale: 1" = 500'

TRACT 6

Consider a request for the annexation of a 3.57-acre tract of land out of Section 13, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY
- CITY LIMITS
- SURVEY SECTION
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-024 (Tract 7); Annexation of a 28.31-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (Generally located at the northwest corner of Briarwood Avenue and Holiday Hill Road).

Purpose: Hold a public hearing at approximately 10:54 a.m. to receive public comment regarding a landowner requested annexation.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

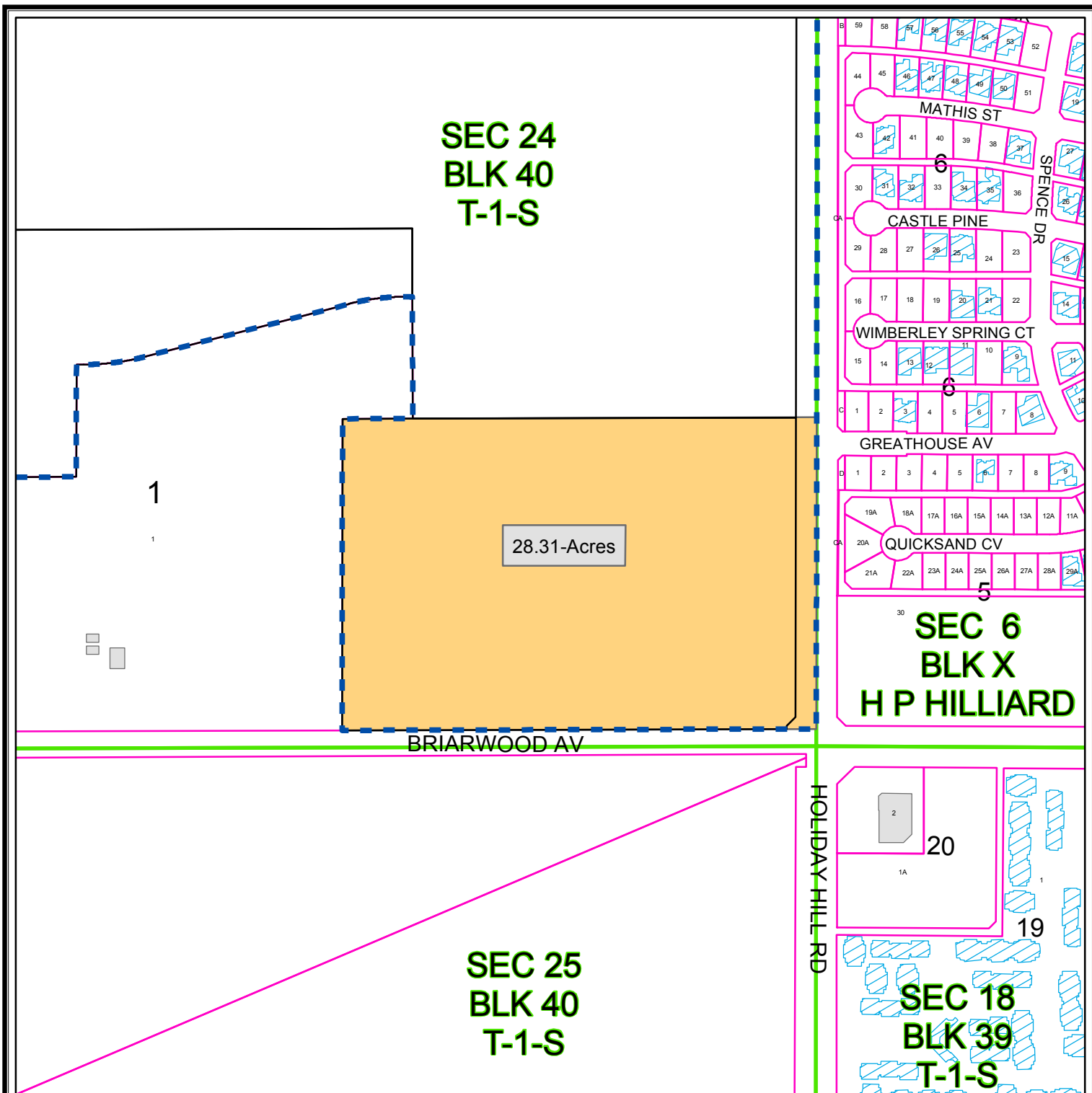
There is no cost to the City to process the annexation of this property.

Discussion:

This land is located at the northwest corner of Briarwood Avenue and Holiday Hill Road; this area is rapidly developing. It is adjacent to the Bush Tennis Center to the west. Annexation is proposed in order that development of the property may begin. This is a key arterial intersection and immediate development may be expected. No City Council action is required at this time.

Attachments:

Map



PROPOSED ANNEXATION MAP

M - 11 - 024

Scale: 1" = 400'

TRACT 7

Consider a request for the annexation of a 28.31-acre tract of land out of Section 24, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY
- CITY LIMITS
- SURVEY SECTION
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: M-11-015 (Tract 8); Annexation of a 108.453-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (Generally located northwest of the intersection of Tradewinds Boulevard and Champions Drive).

Purpose: Hold a public hearing at approximately 10:57 a.m. to receive public comment regarding a landowner requested annexation.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

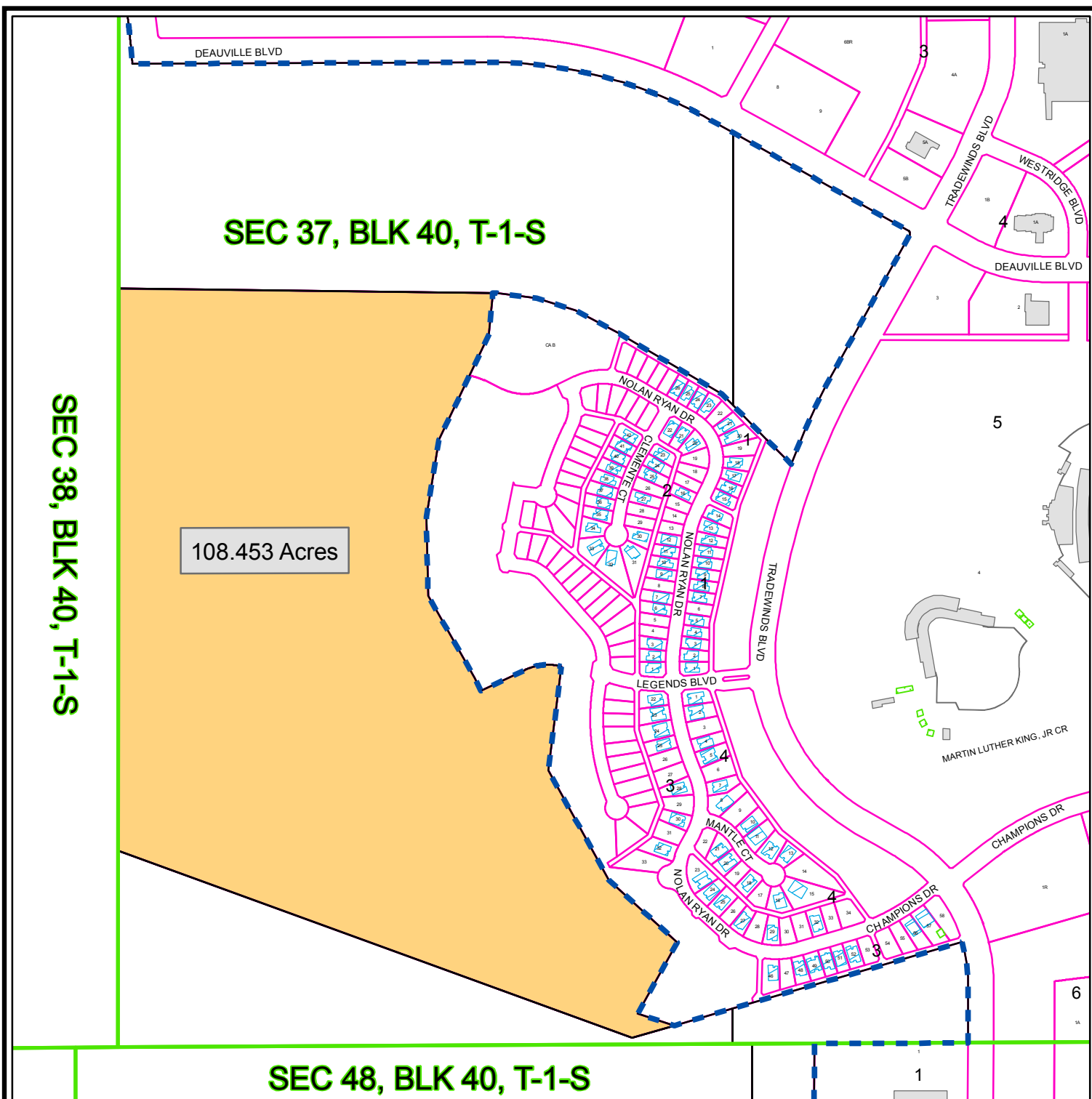
There is no cost to the City to process the annexation of this property.

Discussion:

This land is located west of the rapidly developing Legends Park neighborhood being constructed by Betenbough Homes. It is anticipated that development of a similar character will continue. No City Council action is required at this time.

Attachments:

Map



M - 11 - 015

Scale: 1" = 600'

TRACT 8

Consider a request for the annexation of a 108.453-acre tract of land out of Section 37, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: M-12-003; Midland Memorial Hospital Private Street

Purpose:

Consider a resolution on a request by Midland Memorial Hospital to name the private drive extending south of Michigan Avenue through the campus (formerly Garfield Street) to honor Rosalind Redfern Grover who led a successful private fund raising effort which raised over \$65 million for our community's hospital. A rendering showing the location of the private drive is attached; it indicates the preferred private street name of "Redfern-Grover Parkway".

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

Staff has worked with representatives of the Midland Memorial Hospital in order to bring this request to the Council's attention.

Attachments: Map, (Exhibit A).

RESOLUTION NO.

**RESOLUTION APPROVING THE MIDLAND COUNTY
HOSPITAL DISTRICT'S REQUEST TO NAME A
PRIVATE STREET LOCATED AT THE MAIN CAMPUS
OF MIDLAND MEMORIAL HOSPITAL "ROSALIND
REDFERN GROVER PARKWAY" IN HONOR OF
ROSALIND REDFERN GROVER**

WHEREAS, the Midland County Hospital District has requested to name the private street extending south of Michigan Avenue through the main campus of Midland Memorial Hospital "Rosalind Redfern Grover Parkway" in honor of Rosalind Redfern Grover; and

WHEREAS, the City Council wishes to recognize and honor Rosalind Redfern Grover for her vision and efforts in leading a successful fundraising campaign for improvements to Midland Memorial Hospital;

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

THAT the City Council of the City of Midland, Texas hereby approves the Midland County Hospital District's request to name the private street extending south of Michigan Avenue through the main campus of Midland Memorial Hospital "Rosalind Redfern Grover Parkway" in honor of Rosalind Redfern Grover. A map and legal description of said street are attached hereto and incorporated herein as Exhibits "A" and "B", respectively.

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

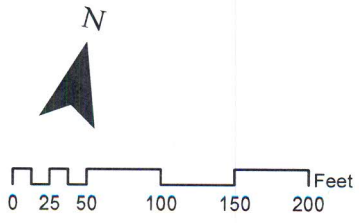
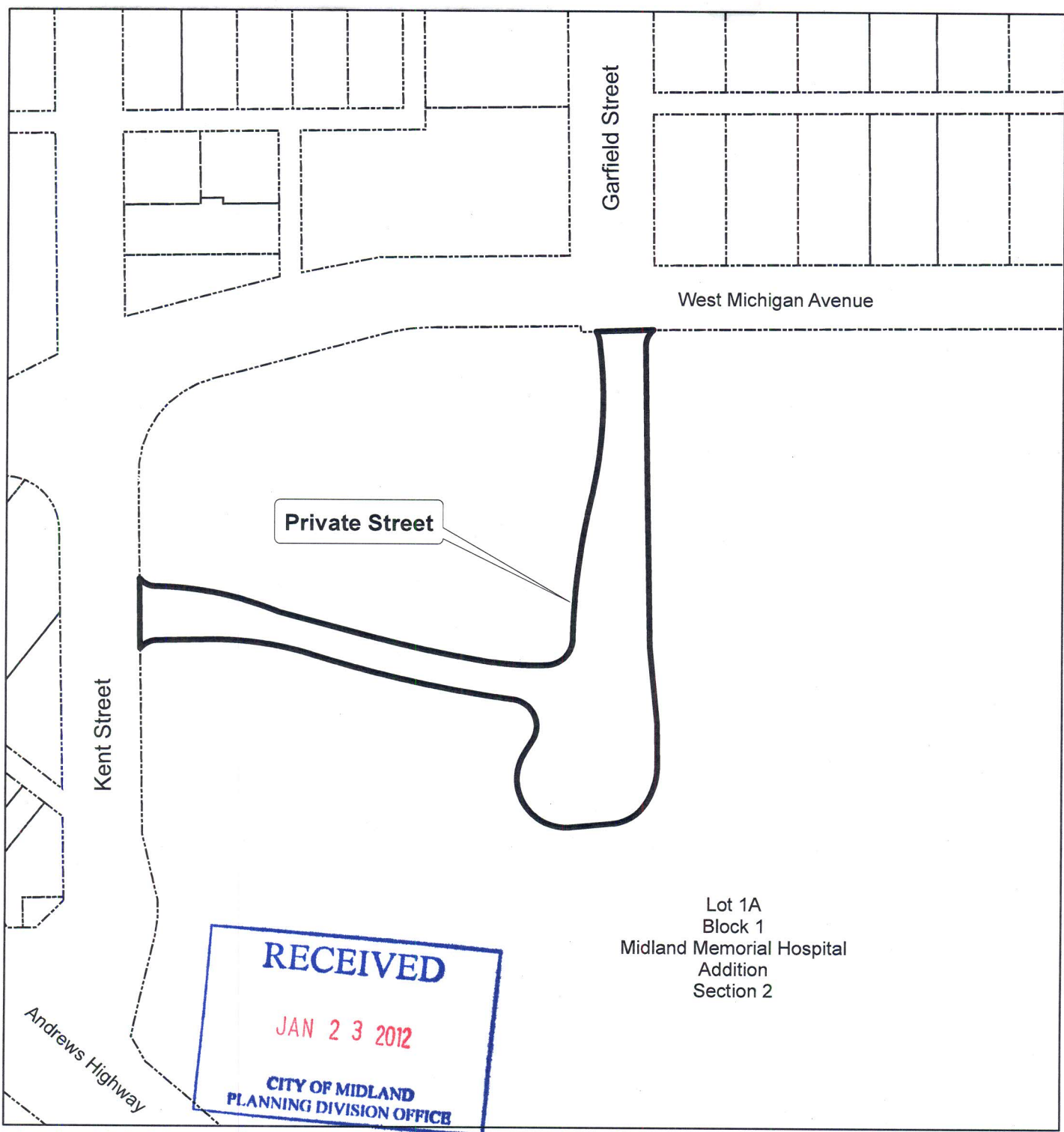
RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

X:\2009\0720_05\CADD\01_CIVIL\planning\Street Dedication\Private Street Dedication Exhibit A for legal description.mxd
1/23/2012 - 2:16:16 PM - richard.k
Date Saved: 1/13/2011 5:41:15 PM



- Legend**
- Parkway ROW
 - - - Existing Parcels

Midland Memorial Hospital
Midland , Texas

**PROPOSED
PRIVATE STREET
EXHIBIT "A"**

SITE PLAN

**LEGAL DESCRIPTION OF A 1.05 ACRE TRACT FOR
DESIGNATION OF A PRIVATE PARKWAY, BEING A
PRIVATE DRIVEWAY IN LOT 1A, BLOCK 1, MIDLAND MEMORIAL HOSPITAL
SECTION 2, TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS**

(Plat of Midland Memorial Hospital, Section 2 as recorded in Cabinet "I", Page 53, P.R.M.C.)

Boundary being further described by metes and bounds as follows:

BEGINNING at (N=10,694,541.86, E=1,748,464.67) a point on the East right-of-way line of Kent Street and a West line of Lot 1A, Block 1, of said Midland Memorial Hospital, Section 2, from whence a pk nail & 2" aluminum washer marked "PLS 1974" found at an exterior corner of said Lot 1A, Block 1 bears S14°40'24"E, a distance of 174.23 feet, also from said beginning point the Southeast corner of Section 28, Block 39, T-1-S, T.&P. RR. Co. Survey, Midland County, Texas bears N75°23'55"E, a distance of 430.39 feet and S14°36'05"E, a distance of 793.04 feet;

THENCE N14°40'24"W with the said right-of-way line of Kent Street and said West line of Lot 1A, Block 1, a distance of 63.62 feet to an exterior corner of this tract, from whence a 1/2" iron rod with a plastic cap marked "PLS 1974" found at the most Westerly Northwest corner and a point of curvature of said Lot 1A, Block 1, bears N14°40'24"W, a distance of 96.28 feet;

THENCE along a non-tangent curve to the left in a Southeasterly direction and existing back of curb, with a radius of 20.00 feet, a delta angle of 48°33'37", an arc length of 16.95 feet, and a chord distance of 16.45 feet which bears S78°42'58"E to a point of reverse curvature of this tract;

THENCE along a curve to the right in an Easterly direction and existing back of curb, with a radius of 300.00 feet, a delta angle of 21°31'31", an arc length of 112.71 feet, and a chord distance of 112.05 feet which bears N87°45'59"E to an interior corner of this tract, from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set bears Westerly 0.73 feet along back of curb;

THENCE S88°52'50"E across an existing driveway, a distance of 65.88 feet to an exterior corner of this tract, from whence a pk nail and aluminum washer marked "PLS 1974" set bears 0.17 Westerly along back of curb;

THENCE along a non-tangent curve to the left in an Easterly direction and existing back of curb, with a radius of 1092.40 feet, a delta angle of 06°32'43", an arc length of 124.79 feet, and a chord distance of 124.73 feet which bears N89°03'34"E to a point of compound curvature of this tract;

THENCE along a curve to the left in an Easterly direction and existing back of curb, with a radius of 291.85 feet, a delta angle of 11°31'45", an arc length of 58.73 feet and a chord distance of 58.63 feet which bears N80°01'19"E to a point of compound curvature of this tract;

THENCE along a curve to the left in a Northeasterly direction and existing back of curb, with a radius of 24.50 feet, a delta angle of 86°50'57", an arc length of 37.14 feet and a chord distance of 33.68 feet which bears of N30°49'58"E to a point of reverse curvature of this tract;

THENCE along a curve to the right in a Northerly direction and existing back of curb, with a radius of 626.50 feet, a delta angle of 11°33'50", an arc length of 126.44 feet, and a chord distance of 126.23 feet which bears N06°48'36"W to a pk nail and aluminum washer marked "PLS 1974" set at a point of tangency of this tract;

THENCE N01°01'41"W across an existing driveway, a distance of 4.65 feet to a point of curvature of this tract;

THENCE along a curve to the left in a Northerly direction across an existing driveway and back of curb, with a radius of 408.50 feet, a delta angle of 20°38'56", an arc length of 147.22 feet, and a chord distance of 146.42 feet which bears N11°21'09"W to point of compound curvature of this tract;

THENCE along a curve to the left in a Northwesterly direction and existing back of curb, with a radius of 20.00 feet, a delta angle of 29°06'25", an arc length of 10.16 feet and a chord distance of 10.05 feet which bears N36°13'49"W to an exterior corner of this tract, from whence an interior corner of said Lot 1A, Block 1 bears S75°48'07"W, a distance of 13.11 feet;

THENCE N75°48'07"E with the North line of said Lot 1A, Block 1, a distance of 53.06 feet to an exterior corner of this tract from whence the most Westerly Northeast cutback corner of said Lot 1A, Block 1 bears N75°48'07"E, a distance of 501.94 feet;

THENCE along a non-tangent curve to the left in a Southerly direction and existing back of curb, with a radius of 20.00 feet, a delta angle of 51°17'54", an arc length of 17.91 feet and a chord distance of 17.31 feet which bears S10°45'18"W to a point of tangency of this tract;

THENCE S14°53'39"E with said existing back of curb, a distance of 89.71 feet to a pk nail and aluminum washer marked "PLS 1974" set at an interior corner of this tract;

THENCE S14°49'20"E across an existing driveway, a distance of 65.98 feet to a pk nail and aluminum washer marked "PLS 1974" set at an interior corner of this tract;

EXHIBIT B

CASE NO. M-12-003

Legal Description of a 1.05 Acre Tract for Right-of-Way, Midland Memorial Hospital, Section 2 Pg. 2

THENCE S14°50'19"E with said back of curb, a distance of 121.46 feet to an interior corner of this tract, from whence a pk nail & 2" aluminum washer marked "PLS 1974" bears Southerly 3.61 feet along back of curb;

THENCE S19°19'39"E across an existing driveway, a distance of 71.62 feet to an exterior corner of this tract;

THENCE S14°22'35"E with the proposed back of curb, a distance of 37.41 feet to a point of curvature of this tract;

THENCE along a curve to the right in a Southerly direction and the proposed back of curb, with a radius of 65.00 feet, a delta angle of 35°19'18", an arc length of 40.07 feet and a chord distance of 39.44 feet which bears S03°17'04"W to a point of compound curvature of this tract;

THENCE along a curve to the right in a Southwesterly direction, with a radius of 40.00 feet, a delta angle of 49°51'08", an arc length of 34.80 feet with a chord distance of 33.72 feet which bears S45°52'17"W to a point of tangency of this tract;

THENCE S70°47'52"W with said proposed back of curb, a distance of 37.46 feet to a point of curvature of this tract;

THENCE along a curve to the right in a Northwesterly direction and said proposed back of curb, with a radius of 45.00 feet, a delta angle of 126°49'54", an arc length of 99.61 feet, and a chord distance of 80.49 feet which bears N44°44'11"W to a point of reverse curvature of this tract;

THENCE along a curve to the left in a Northerly direction and said proposed back of curb, with a radius of 50.00 feet, a delta angle of 16°53'42", an arc length of 14.74 feet, and a chord distance of 14.69 feet which bears N14°54'22"E to a point of curvature of this tract;

THENCE along a curve to the left in a Northwesterly direction and said proposed back of curb, with a radius of 25.00 feet, a delta angle of 102°23'24", an arc length of 44.68 feet and a chord distance of 38.96 feet which bears N39°09'03"W to a point of reverse curvature of this tract;

THENCE along a curve to the right in a Westerly direction across a proposed driveway and existing back of curb, with a radius of 1123.50 feet, a delta angle of 09°31'16", an arc length of 186.70 feet and a chord distance of 186.48 feet which bears S88°49'45"W to a point of reverse curvature of this tract;

THENCE along a curve to the left in a Westerly direction and existing back of curb, with a radius of 294.49 feet, a delta angle of 18°11'29", an arc length of 93.50 feet and a chord distance of 93.11 feet which bears S84°29'39"W to a point of tangency of this tract;

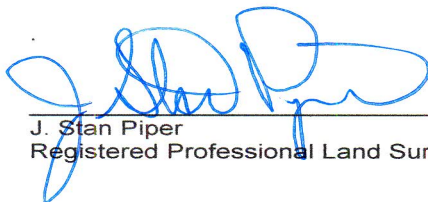
THENCE S 75°23'55" W with existing back of curb, a distance of 47.82 feet to a point of curvature of this tract;

THENCE along a curve to the left in a Southwesterly direction with existing back of curb, with a radius of 20.00 feet, a delta angle of 49°48'38", an arc length of 17.39 feet and a chord distance of 16.85 feet which bears S50°29'36"W to the **PLACE OF BEGINNING**.

Tract contains 45,891 square feet or 1.05 acres of land.

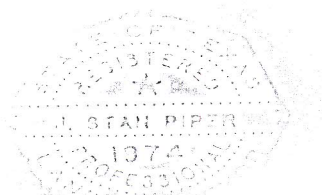
Bearings, distances, and coordinates are relative to the Texas State Plane Coordinate System, NAD 1983/86, Central Zone, with a combine grid factor of 0.9998995, and a theta angle equal to -0°54'48.39" at U.S.C. & G. station "MIDLAND" with published values of Y= 10,690,154.70 and X= 1,746,696.78 in U.S. Survey Feet.

I, J. Stan Piper, Registered Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and ability as surveyed on the ground on various dates to November 22, 2011


J. Stan Piper
Registered Professional Land Surveyor #1974

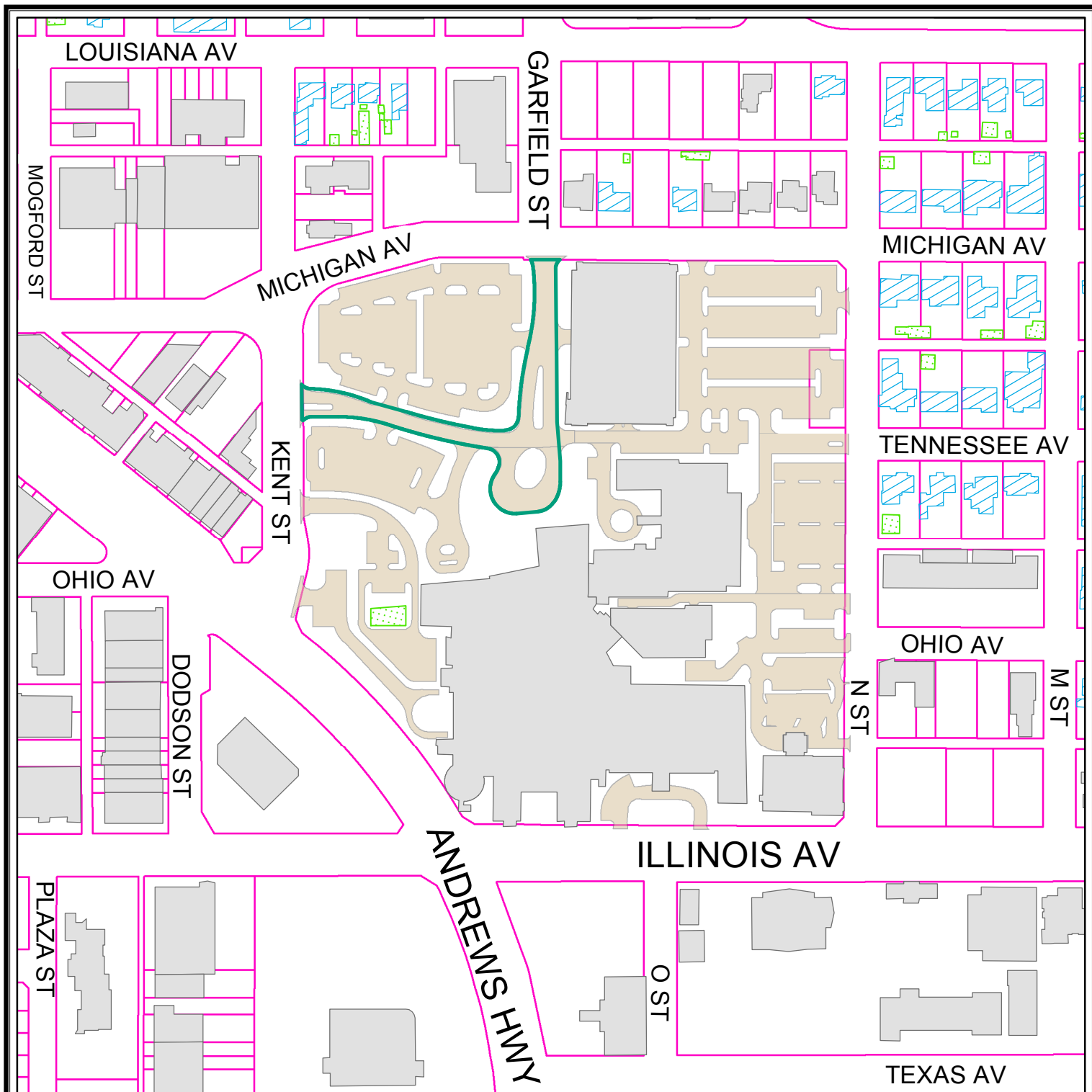
Prepared for:
Parkhill, Smith, and Cooper, Inc.
5214 Thomason Drive
Midland, TX 79703

EXHIBIT B



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

CASE NO. M-12-6 49.6



LOCATION MAP

M - 12 - 003

Scale: 1" = 250'

Consider a request to establish a private street name on 1.05-acres located in Lot 1A, Block 1, Midland Memorial Hospital Addition, Section 2.

LEGEND

- CITY LIMITS
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS
- DRIVEWAY & PARKING



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City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: February 28, 2012
TO: CITY COUNCIL/CITY MANAGER
FROM: Price Robinson, Chief of Police
SUBJECT: 2011 Traffic Contact Report

Purpose:

To give Council members information regarding the Midland Police Department's compliance with the Texas Racial Profiling Law (SB 1074).

Recommended City Council Action

☐ Approve ☐ Deny ☒ Direction/Informational

Fiscal Impact:

None

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: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-011; Consider a resolution approving an oil and gas well drilling permit (Bus Barn #2603) located on the south side of Briarwood Avenue, approximately 600' west of Roadrunner Trail.

Purpose:

To consider a resolution on a request from **RSP Permian, L.L.C.** (Bus Barn #2603) for a *Permit to Drill an Oil and Gas Well within the City Limits* located 690' FNL and 1,080' FEL of the land described as Section 26, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Council held a public hearing on December 13, 2011; consideration of this permit was deferred at the January 24th Council meeting. Staff received thirty-four letters and two signed petitions citing health and safety, environmental concerns and affect on property values as reasons for objection.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval except that the landscaping should be installed. The applicant did request a variance from the landscaping requirement. No waiver of the road repair agreement has been submitted.

Attachments: Application; Location map; Drill site location.



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: January 24, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-011; consider a resolution approving an oil and gas well drilling permit (Bus Barn #2603) located on the south side of Briarwood Avenue, approximately 600' west of Roadrunner Trail.

Purpose:

To consider a resolution on a request from **RSP Permian, L.L.C.** (Bus Barn #2603) for a *Permit to Drill an Oil and Gas Well within the City Limits* located 690' FNL and 1,080' FEL of the land described as Section 26, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Council held a public hearing on December 13, 2011; therefore, it is now appropriate to consider a resolution since the required 30 day comment period has passed. Staff received twenty-three letters along with two signed petitions citing health and safety, environmental concerns and affect on property values as reasons for objection.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed this well site in detail and recommends approval except that the landscaping should be installed. The applicant did request a variance from the landscaping requirement. No waiver of the road repair agreement has been submitted. Two petitions signed by area residents have been received by the staff; these will be available at the Council meeting.

Attachments: Application; Location map; Drill site location.

RESOLUTION NO.

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

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, “Police Regulations,” Chapter 1, “General Offenses,” of the City Code of Midland, Texas, so as to establish Section 23, “Oil and Gas Well Permits issued on or after January 1, 2010,” which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted an application to the City of Midland to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1) and a public hearing was held on December 13, 2011; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's application to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny a permit to Operator to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of a permit to Operator to drill an oil and gas well on the property described in Section Two hereof;

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

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute a permit, on behalf of the City of Midland, that will allow Operator to drill an oil and gas well within the City limits located 690 feet from the north line and 1,080 feet from the east line, Section 26, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. Said permit is attached hereto as Exhibit "A" and incorporated herein for all legal purposes.

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

Council members voting "AYE":

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



APPLICATION FOR OIL AND GAS PERMIT

Bus Barn #2603

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date 6/28/2011	Operator Name (must match W-1) RSP Permian, L.L.C.	Operator Address 125 W. Missouri, Ste 450 Midland, TX 79701
Representative Name William R. Huck	Representative Address (within Midland City Limits) same as above	Rep. Tele. 432.818.1300 Rep. Fax 432.818.1350
Fee: \$4,000.00 Rec'd Yes ___ No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____		
Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A"		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): RSP Permian, L.L.C. See Exhibit "A" 24/7 Answering Service - 432.818.1300		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]). None - N/A		

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See Exhibit "C"

2.

3.

ATTACHED AS EXHIBIT C is (a Title Opinion by _____, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from Jim Spradlin _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Surface Use: Residential, Vacant Lots, Barn / Corral

Surface Ownership: See Exhibit D

ATTACHED AS EXHIBIT D is (a Title Opinion by _____, a licensed Texas Attorney/a Take-off from Jim Spradlin _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Bus Barn #2603

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See attachment under Exhibit G

Legal Description of Proposed Well Site:

690' FNL, 1080' FEL, Sec 26, Blk 40, T1S, T&P Survey, Midland County, TX

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

- (1) Drilling: None
- (2) Operations: Electrical - Sharyland Utilities L.P.

Description of water source to be used during Drilling:

Water to be trucked onto well site.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "H"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Exhibit O

Trench and encapsulate per RRC Rule 27(C) (10) (v)

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

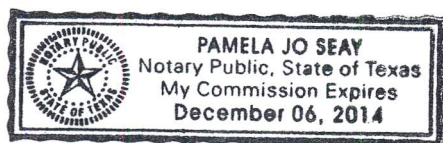
RSP PERMIAN, L.L.C.

By: William R. Huck
William R. Huck, Vice President/Operations

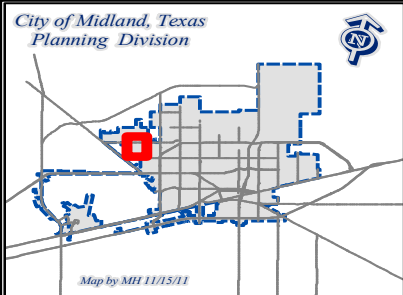
STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 28 day of June, 2011 by William R. Huck, Vice President/Operations of RSP Permian, L.L.C., a Delaware Limited Liability Company, who personally appeared before me, and being first duly sworn declared he signed the application in the capacity designated, if any, and further states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.



Pamela Jo Seay
Notary Public, State of Texas



FD

SEC 23, BLK 40, T-1-S

CE

SEC 24
BLK 40
T-1-S

FD

AE

SEC 26, BLK 40, T-1-S

CE

SEC 25
BLK 40
T-1-S

PDHD
447

FD

LOCATION AND ZONING MAP

O - 11 - 011

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 690' FNL and 1080' FEL, Section 26, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

Bus Barn #2603

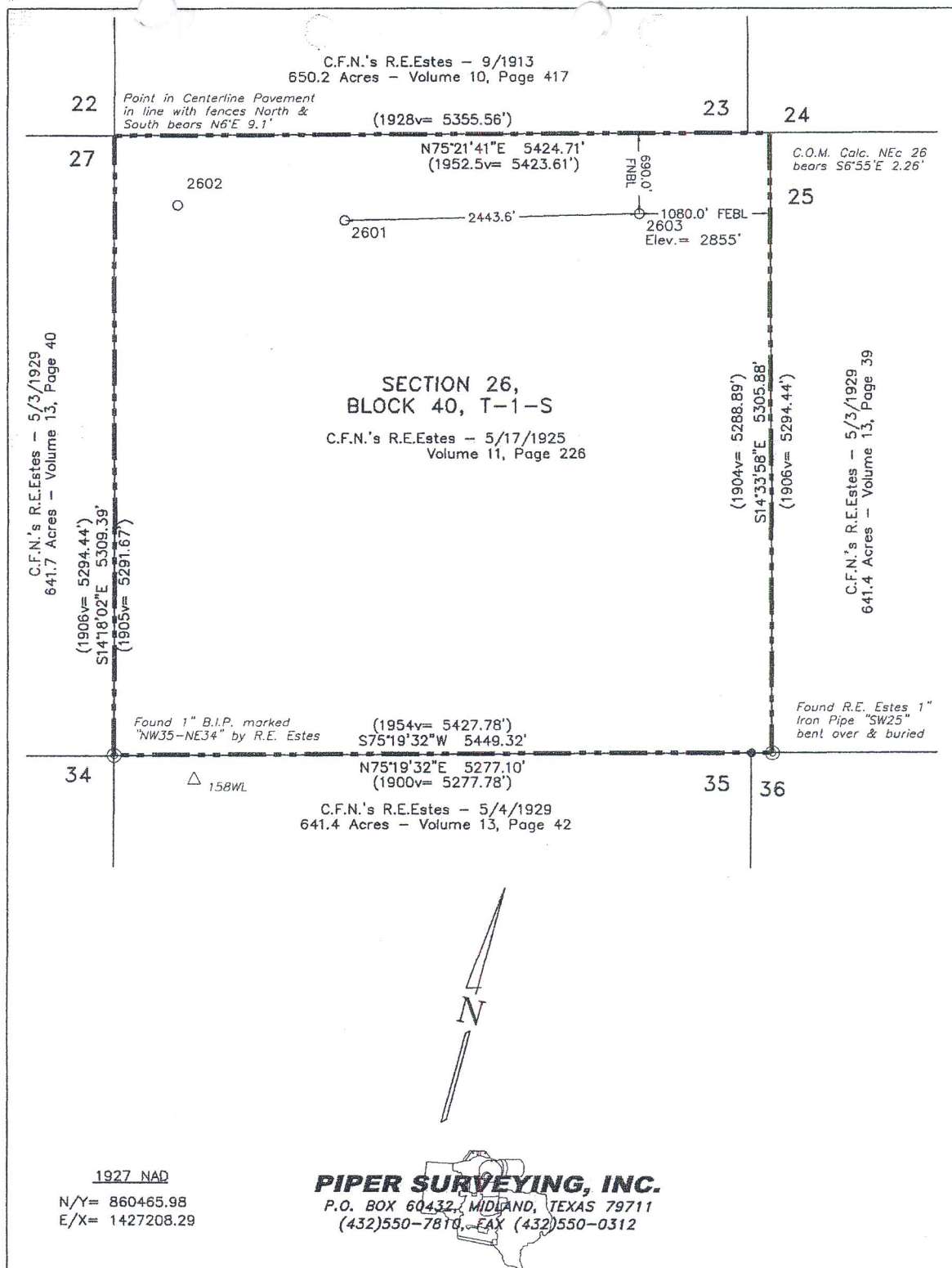
LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	NS	NEIGHBORHOOD SERVICE
MH	MOBILE HOME DWELLING	LR1, LR2, LR3	LOCAL RETAIL
TH	TOWNHOUSE DWELLING	C1, C2, C3	COMMERCIAL
2F	TWO-FAMILY DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
MF1, MF2	MULTIPLE FAMILY DWELLING	LI	LIGHT INDUSTRY
		HI	HEAVY INDUSTRY

51.a.10



OPERATOR: RSP PERMIAN, LLC 125 W. MISSOURI SUITE 450 MIDLAND, TX 79701	DESCRIPTION: BUS BARN #2603 All of Section 26, Block 40, T-1-S, T.&P. RR. Co. Survey, Midland County, Texas	FIELD: ACREAGE: 662.48 in Sec. 662.48 in Lease ELEVATION: 2855' DATE: 3/22/10 SCALE: 1"=1000'
The well location shown on this plot represents an actual survey made by me or under my supervision to the best of my knowledge and belief. 3/25/10 STAN PIPER PROFESSIONAL LAND SURVEYOR REGISTERED SEAL NO. 1974	LOCATION IN SURVEY: 690.0' FNL & 1080.0' FEL of Sec. 26 LOCATION IN LEASE: 690.0' FNBL & 1080.0' FEBL of Lease NEAREST POST OFFICE: 7 Miles Southeast to Midland, Texas GEODETIC POSITION: LATITUDE: 32°01'10.307" LONGITUDE: 102°10'54.235" STATE PLANE COORDINATES: NORTH (Y) 10703041.86 EAST (X) 1723674.99	DRAWN BY: Gene M. Rodriguez DWG FILE: Patriot-BusBarn.Dwg FIELD BOOK: See 8x14" Calc. Sheet NORTH AMERICA DATUM OF: 1983/86 ZONE: Central STATE: TX

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on January 24, 2012, considered the application of RSP Permian, L.L.C., dated June 21, 2011, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with the Midland City Code, Ordinance 8769, to drill an oil and gas well, in the application of RSP Permian, L.L.C., dated June 28, 2011, and filed with the Midland City Secretary, a copy of which is attached here to as Exhibit "A" and incorporated herein for all legal purposes.

The location of RSP Permian, L.L.C., Bus Barn #2603 oil and gas well shall be 690 feet from the north line and 1080 feet from the east line, Section 26, Blk 40, T-1-S, T&P Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in that application of RSP Permian, L.L.C. , attached hereto as Exhibit "A". Further, all operations done under this permit shall be done and accomplished in strict accordance with the Midland City Code, Ordinance 8769, which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit. Also, all operations done under this permit shall be done and accomplished in strict accordance and compliance with the General Conditions, which are attached hereto marked as Exhibit "B" and incorporated into and made a part of this permit for all purposes. All operations done and required under this permit shall be done and accomplished in strict accordance and compliance with the Specific Conditions which are attached hereto, marked as Exhibit "C", and incorporated into and made a part of this permit for all purposes. .

This permit shall be effective from January 24, 2012, through January 24, 2013, and so long thereafter as oil or gas is produced or until such time as the permittee has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts the permittee from its responsibilities or obligations as to third parties. The issuance of this permit only means that the permittee has, at this time, complied with Ordinance No. 8769 and that the Midland City Council, as a regulatory body, will allow the permittee to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize the recipient to act with impunity as to third parties, nor does it insulate the permittee from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize the permit holder from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a “negative pronouncement” that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. The permittee has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield the permittee from third party tort liability stemming from the consequences of the permitted activity.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, utility and drainage rights-of-way.

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

CITY OF MIDLAND, TEXAS

BY: _____

W. Wesley Perry, Mayor

UNDERSTOOD AND AGREE THIS _____ day of January, 2012.

RSP Permian, L.L.C.

By: _____

William R. Huck, Vice President/Operations

OIL AND GAS PERMIT: ORDINANCE 8769 GENERAL CONDITIONS- EXHIBIT "B"

(K)

General Conditions of all Oil and Gas Well Permits.

1.

General Obligations of Operator.

The Operator shall be required to:

a.

Comply with the terms and conditions of this Section, the Midland City Code, the rules and regulations of the Railroad Commission, and any other state or federal agency that enforces land use, mineral use, or environmental protection regulations.

b.

Promptly clear Drill and Operation sites of litter, trash, refuse and other substances used, allowed, or occurring in the operations, and after abandonment or completion, grade, level, and restore such property to the same surface conditions as nearly as practicable as existed before operations.

c.

Indemnify and hold harmless the City of Midland, the City's officers, agents and employees, from any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any Person, or for damage to any property arising out of or in connection with the work done by Operator under an Oil and Gas well permit: where such injuries, death or damages are caused by Operator's sole negligence or the joint negligence of the Operator and any other Person or entity.

d.

Promptly pay all fines, penalties and other assessments imposed due to breach of any of the conditions herein. If the Operator does not agree that a breach has occurred, the Operator may file a written objection with the City Manager within ten (10) days of being notified of the alleged breach. The City Manager shall review the objections and give the Operator the opportunity to be heard and present facts that the Operator deems relevant.

e.

Promptly restore to its former condition any public property damaged by the oil and gas operation.

f.

Except as permitted by Subsection U, hereof, Operator shall not, either directly or indirectly, assign all or any part of an Oil and Gas Well Permit.

g.

If required by the Permit, Operator shall execute a "Road Repair Agreement" between itself and the City of Midland and submit all necessary information and insurance and guarantees to the City prior to the issuance of any Oil and Gas Well Permit under this Section.

2.

Irrevocable Letter of Credit, Certificate of Deposit, or Surety Bond.

Prior to the issuance of an Oil and Gas well permit, the Operator shall provide the City Attorney with a guarantee in the form of an irrevocable letter of credit, certificate of deposit, or surety bond in the name of the City. The Applicant shall be entitled to receive the interest earned if the certificate of deposit reaches maturity. The letter of credit, certificate of deposit, or surety bond must satisfy the following:

a.

The letter of credit, certificate of deposit or surety bond shall be issued by a reliable bank or insurance carrier authorized to do business in the State of Texas;

b.

The letter of credit, certificate of deposit or surety bond shall be effective starting on or before the effective date of the Oil and Gas Well Permit;

c.

The letter of credit, certificate of deposit or surety bond shall be in the amount of twenty-five thousand dollars (\$25,000.00);

d.

The letter of credit, certificate of deposit or surety bond shall remain in full force and effect for a period of three years; and

e.

The letter of credit, certificate of deposit or surety bond shall authorize the City of Midland to draw upon such credit in the event the City Manager, or his designee, determines said credit is needed to remedy any violation of this Section.

If the well is still producing or if the well has not been abandoned or plugged, the Operator must renew the letter of credit, certificate of deposit or surety bond on or before one hundred twenty (120) days prior to the expiration of the letter of credit, certificate of deposit or surety bond.

The City of Midland may draw upon the letter of credit, certificate of deposit or surety bond to recover costs of repairs, modifications, or construction to remedy any violations by the Operator under this Section. The City may make partial or full draws of the letter of credit, certificate of deposit or surety bond. The City may draw upon the letter of credit, certificate of deposit or surety bond in the event the City has not received a new letter of credit, certificate of deposit or surety bond within the one hundred twenty (120) day renewal time period required above.

The Operator shall maintain the principal amount of \$25,000.00 in the form of a letter of credit, certificate of deposit or surety bond at all times throughout the term of the permit. In the event such letter of credit, certificate of deposit or surety bond is not restored to \$25,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the Oil and Gas Well Permit shall be suspended on such date and the Operator's right to operate under Oil and Gas Well Permit shall immediately cease until the Operator files the required letter of credit, or certificate of deposit or surety bond.

If an operator has three (3) or more Oil and Gas Well Permits in effect which have been approved by the City Council, the Operator may petition the Council to consolidate the letter of credits, certificate of deposits or surety bonds into one letter of credit, certificate of deposit or surety bond that would cover all Oil and Gas Wells in the City limits. The consolidated letter of credit, certificate of deposit or surety bond shall be in an amount determined by the City Council as sufficient to cover the costs of repairs, modifications, construction or to remedy violations by the Operator but in no event shall the amount be less than \$75,000.00.

3.

Insurance.

In addition to the letter of credit, certificate of deposit or surety bond required above, the Operator shall carry a policy or policies of insurance issued by an admitted insurer or eligible surplus lines insurer authorized to do business in the State of Texas. In the event such insurance policy or policies are cancelled, any Oil and Gas Well Permit issued under this Section shall be suspended on such date of cancellation and the Operator's right to operate under such Oil and Gas Well Permit shall immediately cease until the Operator files additional insurance as required herein.

a. General requirements applicable to all policies.

i.

The City, the City's officials, employees, agents and officers shall be endorsed as an "Additional Insured" on all policies, except under Operator's Workers Compensation Policy.

ii.

All policies shall be written on an occurrence basis, except for Environmental Pollution Liability (Seepage and Pollution coverage) and Excess and Umbrella Liability, which may be on a claims-made basis.

iii.

All policies shall be written by an admitted insurer or eligible surplus lines insurer authorized to do business in the State of Texas.

iv.

Deductibles shall be listed on the Certificate of Insurance and shall be on a "per occurrence" basis unless otherwise stipulated herein.

v.

Certificates of Insurance shall be delivered to the City of Midland, P.O. Box 1152, Midland, Texas 79702, Attn: City Attorney's Office, evidencing all the required coverages, including endorsements, prior to the issuance of an Oil and Gas Well Permit under this Section.

vi.

All policies shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.

vii.

Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.

viii.

Each policy shall be endorsed to provide the City a minimum thirty (30) day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.

ix.

During the term of any Oil and Gas Well Permit issued hereunder, the Operator shall report, in writing, within thirty (30) days of the occurrence, to the City Manager, any known

loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.

x.

Upon request, certified copies of all insurance policies shall be furnished to the City.

xi.

Operator shall have the right to maintain a qualified, self-insurance plan and/or maintain prudent levels of self-insured retentions for insurance coverage required in this section; however, Operator shall remain financially obligated for all self-insured retention amounts and deductibles. To the extent of the liabilities assumed by the Operator, Operator's insurance shall be primary coverage as to any liabilities of the City.

b.

Standard Commercial General Liability Policy.

This coverage must include premises, operations, blowout or explosion, products, completed operations, sudden and accidental pollution, blanket contractual liability, underground resources damage, broad form property damage, independent contractors protective liability, accidental death and personal injury. This coverage shall be a minimum Combined Single Limit of \$1,000,000.00 per occurrence for Bodily Injury, Accidental Death, and Property Injury.

c.

Excess or Umbrella Liability.

\$1,000,000 Excess, if the Operator has a stand-alone Environmental Pollution Liability (EPL) policy.

\$10,000,000 Excess, if the Operator does not have a stand-alone EPL policy. Coverage must include an endorsement for sudden or accidental pollution. If Seepage and Pollution coverage is written on a "claims made" basis, the Operator must maintain continuous coverage and purchase Extended Coverage Period when necessary.

d.

Environmental Pollution Liability Coverage.

Operator shall purchase and maintain in force for the duration of any Oil and Gas Well Permit issued hereunder, insurance for environmental pollution liability applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims; all in connection with any loss arising from the insured site.

Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$10,000,000.

Coverage shall apply to sudden and accidental pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, refuse material or other irritants, contaminants or pollutants.

e.

Workers Compensation and Employers Liability Insurance.

i.

Workers Compensation benefits shall be Texas Statutory Limits.

ii.

Employers Liability shall be a minimum of \$1,000,000.00 per accident.

iii.

Such coverage shall include a waiver of subrogation in favor of the City of Midland and provide coverage in accordance with applicable State and Federal laws.

f.

Automobile Liability Insurance.

i.

Combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

ii.

Coverage must include all owned, hired and not-owned automobiles.

g.

Certificates of Insurance.

i.

The company must be licensed or authorized to do business in the State of Texas.

ii.

The insurance set forth by the insurance company must be underwritten on forms that have been approved by the Texas State Board of Insurance or ISO or an equivalent policy form acceptable to the City, with the exception of environmental pollution liability and control of well coverage.

iii.

Set forth all endorsements and insurance coverage according to requirements and instructions contained herein.

iv.

Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City. All policies shall be endorsed to read "THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT THIRTY (30) DAYS ADVANCE WRITTEN NOTICE TO THE OWNER AND THE CITY, EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE, TEN (10) DAYS ADVANCE WRITTEN NOTICE IS REQUIRED".

v.

Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

vi.

At the request of an Operator, the Council may grant a variance to insurance requirements if the Council determines that the insurance procured by the Operator is sufficient to protect the City. A variance of this type may be required because of a change in underwriting policies of admitted insurance carriers.

Indemnification.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

Notice.

The notices provided in this permit may be served in person or by registered or certified mail. Operator shall within ten (10) days notify the City Manager in writing of any change in such agent or mailing address unless operations in the City are discontinued and abandonment is complete.

Notice addresses are as follows:

City of Midland
Attn: Office of the City Manager
P. O. Box 1152
Midland, Texas 79702

OPERATOR: _____
William R Huck, Vice President/Operations

RSP Permian, L.L.C
125 W. Missouri, Ste 450
Midland, Texas 79701
(432)818-1300

OIL AND GAS WELL PERMIT: ORDINANCE 8769 SPECIFIC CONDITIONS-EXHIBIT "C"

(L)

Specific conditions of all Oil and Gas Well Permits; On-Site Requirements.

1.

Abandoned wells. All wells shall be abandoned in accordance with the rules of the Railroad Commission and pursuant to Subsection (O) of this Section.

2.

Automated audible alarm system. After completion, the appropriate system for flowing gas and/or flowing oil wells must be maintained to provide warnings for a substantial drop in pressure, or the release of any oil or gas, or a fire. Said audible alarm system must be approved by the Fire Marshal prior to installation of production equipment at the flowing gas and/or flowing oil well site.

3.

Blowout prevention. In all cases, ram-type and annular Blowout Preventers shall be used on all wells being drilled. In cases where Re-working is being performed on a Well, ram-type or annular Blowout Preventers shall be used. Protection shall be provided to prevent blowout during Drilling operations as required by and in conformance with the requirements of the Railroad Commission and the recommendations of the American Petroleum Institute. In addition to the Blowout Preventers stated above, all drilling must be equipped with flow lines and valves commensurate with the working pressures involved as required by the Railroad Commission each Blowout Preventer shall be a double-ram design with blinds and pipe. After surface casing has been set and cemented to surface, each Blowout Preventer shall be tested and witnessed by Operator's personnel and the results of such test shall be documented in the Operator's well file. Testing expenses shall be the responsibility of the Operator. The Operator shall provide a complete report of the well blowout prevention test to the City Manager within fifteen (15) days of the test.

4.

Casing. The surface portions of the Well shall be cased with cement circulated to the surface. All surface and intermediate casing must comply with all applicable rules of the Railroad Commission and the Texas Commission on Environmental Quality.

5.

Compliance. Operator shall comply at all times with all applicable federal, state and City requirements.

6.

Discharge. No person shall place, deposit, discharge, or cause or permit to be placed, deposited or discharged, any oil, naphtha, petroleum, asphalt, tar, hydrocarbon substances or any refuse including water or brine from any oil and gas operation or the contents of any container used in connection with any oil and gas operation in, into, or upon any Right-of-way, alleys, streets, lots, storm

drain, ditch or sewer, sanitary drain without permits from the appropriate City departments, or any body of water or onto any private property in the City.

7.

Drilling notice. The operator shall provide at least a forty eight (48)-hour notice to the City Manager prior to mobilizing the Drilling Equipment. In addition to notification to the City Manager, the operator shall provide a notice to the owners of at least forty eight (48) hours or more prior to mobilizing the drilling equipment through a publication in the Midland Reporter Telegram and a posting in the City Secretary's Office.

8.

Drill stem testing. No drill stem testing shall be allowed.

9.

Dust, vibration, odors. All drilling and production operations shall be conducted in such a manner as to minimize, so far as practicable, dust, vibration, or noxious odors, and shall be in accordance with the best accepted practices incident to drilling for the production of oil, gas and other hydrocarbon substances in urban areas. All equipment used shall be so constructed and operated so that, vibrations, dust, odor or other harmful or annoying substances or effect will be minimized by the operations carried on at any Drill Site or Operation Site or from anything incident thereto, to the injury or annoyance of persons living in the vicinity; nor shall the site or structures thereon be permitted to become dilapidated, unsightly or unsafe. Proven technological improvements in industry standards of drilling and production in this area shall be adopted as they become available if capable of reducing factors of dust, vibration and odor.

10.

Electric lines. All electric lines going under City roadways must be bored and encased pursuant to city standards. All electric lines to production facilities may be overhead service unless the surrounding neighborhood is developed with underground electric service. If the surrounding neighborhood is developed with underground electric service, then all electric lines to production facilities shall be buried underground.

11.

Electric motors. Only electric prime movers or motors shall be permitted for the purpose of pumping wells. No electric power shall be generated on location. All electrical installations and equipment shall conform to the City ordinances and the appropriate national codes.

12.

Emergency response plan. Prior to the commencement of any oil or gas production activities, Operator shall submit to the City Manager an emergency response plan establishing written procedures to minimize any hazard resulting from drilling, completion or producing of oil and gas wells. Said plan shall use existing guidelines established by the Railroad Commission, Texas Commission on Environmental Quality, Department of Transportation and/or the Environmental Protection Agency and City Fire Code. A copy of the Emergency Response Plan shall be kept at the Operator's office.

13.

Equipment painted. All production equipment on the site shall be painted beige and maintained at all times, including pumping units, tanks, buildings and structures. The City shall regularly inspect all painted structures and inform Operator when repainting is necessary. Operator shall repaint within sixty (60) days written notice from City. When requiring re-painting of such facilities, the City Manager shall consider the deterioration of the quality of the material of which such facility or structure is constructed, the degree of rust, and its appearance. Upon request of the Operator, a color other than beige may be approved by the City Council.

14.

Explosives. Use of an explosive perforating gun during completion operations and during plugging operations and down-hole operations that require such explosives shall be allowed.

15.

Fire notice. In the event of a fire or discovery of a fire, smoke, or unauthorized release of flammable or hazardous materials on any property, the Operator shall immediately report such condition to the Fire Department in accordance with the City of Midland Fire Code. The reporting limits for hazardous materials release shall conform to the requirements of the Railroad Commission and not exceed any state or federal permitting limit.

16.

Fire prevention; sources of ignition. Firefighting apparatus and supplies as approved by the Fire Marshal and required by any applicable federal, state, or local law shall be provided by the Operator, at the Operator's cost, and shall be maintained on the drilling site at all times during drilling and/or reworking operations. The Operator shall be responsible for the maintenance and upkeep of such equipment.

17.

Fracing operations. No fracing or formation fracture stimulation operations may take place before 7:00 a.m. or after 7:00 p.m.

18.

Fresh water wells. The measurements required by this Subsection shall be in a direct line from the closest Oil and Gas well to the fresh water well.

a.

Upon request of an owner of a fresh water well within 860 feet of an Oil and Gas well, who has been duly notified, Operator shall provide the City Manager with a "pre-drilling" and "post-drilling" water analysis from any such existing fresh water well(s).

b.

Operator shall conduct and fund annual testing for water wells that have been tested pursuant to Subsection (L)18.a. above. This testing program shall continue for the production life of The Well plus three years for a producing well, or for a period of one (1) year for a dry hole.

19.

Compressors. No onsite compressor used to "lift gas" shall be used. No compressor of any type shall be used. In the event Operator determines the use of such compressor is necessary, a detailed plan shall be submitted by Operator to the City Council for consideration. An on-site compressor plan shall include the following information:

- a. The physical size of the compressor;
- b. The power source of the compressor;
- c. The horsepower of the compressor;
- d. The noise of the compressor; and
- e. The manufacturer of the compressor.

No compressor of any type shall be used unless a plan is approved by the City Council.

20.

Gas emission or burning restricted. Operator shall not allow, cause or permit gases to be vented into the atmosphere or to be burned by open flame except as provided by law or as permitted by the Railroad Commission. If the venting of gases into the atmosphere or the burning of gases by open flame is authorized as provided by law or as permitted by the Railroad Commission, then such vent or open flame shall not be located closer than three hundred thirty (330) feet from any building not used in operations on the drilling site and such vent or open flame shall be screened in an effort to minimize detrimental effects to adjacent owners. Operator shall provide notice to the Fire Marshall prior to any open flaring of gas. Gas may not be flared unless for a limited time when completing, or recompleting a well, and only if flaring will not constitute a fire hazard to other owners. If flaring gas, it shall not be burned at a rate greater than 3,000 mcf/d. No gas may be flared between the hours of 7:00 p.m. and 7:00 a.m., except in an emergency.

21.

Gas processing onsite. Except for a conventional gas separator or line heater, no refinery, processing, treating, dehydrating or absorption plant of any kind shall be constructed, established or maintained on the premises without prior written consent of the City Manager.

22.

Grass, weeds, trash. All Drill sites and Operation sites shall be kept clear of high grass, weeds, and combustible trash within a radius of one hundred (100) feet around any Tanks, production facilities, or producing wells.

23.

Hazardous plan. Hazardous Materials Management Plan (HMMP) and all Material Safety Data Sheets (MSDS) for all hazardous materials that will be located, or stored, on the Operations Site shall be submitted to the City Manager.

24.

Lights. Except under emergency circumstances, operator shall not Operate any lights located at the Drill Site. To the extent practicable, and taking into account safety considerations, emergency site lighting shall be directed downward and internally so as to avoid glare on public roads and adjacent dwellings and buildings within three hundred (300) feet. This paragraph does not apply during initial Drilling Operations.

25.

Monitoring for H₂S gas. If required by the Railroad Commission, equipment for the monitoring of H₂S gas shall be used during Drilling. The Operator will comply with all requirements found in Statewide Rule 36 of the Railroad Commission, as amended. Within sixty (60) days after completion, and annually thereafter, Operator shall submit to the City Manager results of testing to determine the concentration of H₂S produced from the Well. If the results of the H₂S testing proves to be one hundred (100) PPM H₂S or greater, the Operator is responsible for determining the one hundred (100) PPM H₂S radius of exposure for each Well and production facility. Wells and facilities where the concentration of H₂S is equal to or greater than one hundred (100) PPM will be considered "Sour." Safety systems described herein must be approved by the Fire Marshall.

a.

The following safety alarms and equipment are required at the well site of all wells that are capable of producing at a sustained rate of at least one hundred twenty-five (125) barrels of oil per day and/or three hundred (300) MCF of gas per day and for "sour" wells whose one hundred (100) PPM H₂S radius of exposure is greater than fifteen (15) feet:

i.

H₂S monitors located along the fencing, as set forth in Subsection M (for "sour" wells only).

ii.

Automated audible alarms to provide warnings for a substantial drop in pressure or for the presence of H₂S in concentrations greater than one hundred (100) PPM.

iii.

Automated valve to shut-in production from the well if a substantial drop in pressure or if the presence of H₂S in concentrations greater than one hundred (100) PPM is detected.

b.

The following safety alarms and equipment are required at "Sour" Tank battery facilities:

i.

H₂S monitors located along the fencing, as set forth in Subsection M.

ii.

Automated audible alarm to provide warnings for the presence of H₂S in concentrations greater one hundred (100) PPM.

iii.

An electrical device capable of shutting down power to all "Sour" wells producing into the battery in the event H₂S in concentrations great than 100 PPM is detected.

26.

Muffling exhaust. Exhaust from any internal combustion engine or compressor, stationary or mounted on wheels, used in connection with the Drilling of any well or for use on any production equipment shall not be discharged into the open air unless it is equipped with an exhaust muffler, or mufflers or an exhaust muffler box constructed of noncombustible materials sufficient to suppress noise and disruptive vibrations and prevent the escape of obnoxious gases, fumes or ignited carbon or soot.

27.

Pits. The following applies for pits used for Drilling and completion operations:

a.

No pit shall be placed in a floodplain without obtaining a floodplain development permit from the City Department of Development Services.

b.

No fresh water pit may be placed in any City recognized drainage way, FEMA floodplain or floodway. Construction of the fresh water pit must comply with all City, state and federal regulations.

c.

The use of earthen pits shall be allowed so long as the construction, use, dewatering and closure of such pits meets or exceeds the requirements of the applicable Railroad Commission rules and Texas Commission on Environmental Quality rules. In addition to compliance with applicable Railroad Commission rules, and Texas Commission on Environmental Quality rules, such earthen reserve pits shall also meet the following requirements;

(i)

the maximum size of a reserve pit shall be no greater than two hundred (200) feet by two hundred (200) feet;

(ii)

The pits shall be lined with a plastic liner having a minimum thickness of eight (8) mil reinforced polyethylene;

(iii)

Reserve pits used in Drilling operations shall be fenced on all open sides during such operations and shall be enclosed on all sides once Drilling operations have ceased;

(iv)

Reserve pits shall be closed within one hundred (180) days of the cessation of drilling operations;

(v)

Drill cuttings may be disposed of on the Drill Site using a deep burial method provided that the burial pit containing the cuttings is located entirely within one hundred thirty five (135) feet of the surface location of the Well, provided that all free water has been removed prior to burying the cuttings, and an impermeable liner is placed above the cuttings prior to covering the cuttings and liner with top soil, and provided that the burial pit is constructed in such a manner that the cuttings will be covered with a minimum of thirty six (36) inches of clean, compactable soil. A survey and description of the location of any closed pit used in connection with the Drill Site shall be recorded in the property records of the county in which the real property is located.

28.

Salt water wells. No commercial salt-water disposal wells that receive water by truck shall be located within the City of Midland. In the event the operator determines that the use of a non-commercial salt-water well is necessary, a detailed plan shall be submitted by the operator to the City Council for consideration. No salt water disposal well of any type shall be used unless a plan is approved by the City Council.

29.

Signs.

a.

A sign shall be immediately and prominently displayed at the gate on the temporary and permanent site fencing erected pursuant to Subsection (M) of this Section. Such sign shall be durable material, maintained in good condition and, unless otherwise required by the Railroad Commission, shall have a surface area of not less than two square feet not more than four square feet and shall be lettered with the following:

i.

Well name and number;

ii.

Name of operator;

iii.

The emergency 911 number; and

iv.

A 24-hour phone number that will provide an emergency phone number of Operator's Representatives as stated in Subsection F.

b.

Permanent weatherproof signs reading "DANGER NO SMOKING OR OPEN FLAME ALLOWED IN THIS AREA" shall be posted immediately upon completion of the well site fencing at the entrance of the well site and tank battery or in any other location approved or designated by the Fire Chief of the City. Sign lettering for this sign shall be two (2) inches or greater in height and shall be red on a white background or white on a red background. Each sign shall include the emergency notification numbers of the Fire Department and the Operator, well and lease designations required by the Texas Railroad Commission.

c.

Provide a National Fire Prevention Association (NFPA) 704 diamond hazard identification signs are required at the entrance to the Operation Site adjacent to the Operator's sign if chemicals are present. A label must be located on each chemical Tank indicating exact chemicals that may be contained in such Tank. Text shall be minimum two inches or greater in height, contrasting with the background color.

30.

Storage of equipment. Storage of equipment and materials shall be minimized and limited to the immediate operational needs of the well. Lumber, pipes, empty drums, trucks, trailers, automobiles, junk tubing, casing and rods shall not be left on the operation site except when drilling or reworking operations are being conducted on the site.

No vehicle or item of machinery shall be parked or stored on any Street, Right-of-Way or in any driveway, alley or upon any Operation Site which constitutes a fire hazard or an obstruction to or interference with fighting or controlling fires except that equipment which is necessary for Drilling or production operations on the site. The Fire Department shall be the entity that determines whether any equipment on the site shall constitute a fire hazard.

31.

Tank Battery Facilities. At the tank battery for either oil and/or gas Wells a sensor for fire detection should be appropriately placed near heater treaters, separators, and oil storage tanks that would allow an automated valve placed at the header to be closed in the event of a detected fire. All storage tanks shall be equipped with a secondary containment system. The secondary containment system shall be a minimum of three (3) feet in height and one and one-half (1½) times the contents of the total tank volume. Drip pots shall be provided at the pump out connection to contain the liquids from the storage tanks. No storage tank shall be over sixteen 16 feet in height. All storage tanks shall be built on an adequate foundation with a twelve 12-mil liner being placed

beneath each tank, extending a minimum of three (3) feet beyond the edge of each tank.

Operator must use portable steel storage tanks or fiberglass tanks for storing all fluids from the well. Tanks must meet the American Petroleum Institute standards. All tanks must have a vent line, lightning arrester and pressure relief valve. All tanks must be enclosed by a fence as required by Section (M) herein. No tank shall exceed sixteen (16) feet in height. No tank battery shall be constructed within five hundred (500) feet of any Occupied Residence, Occupied Commercial Structure or Occupied Public Building, unless a variance is granted by the City Council.

Drilling mud, cuttings, liquid hydrocarbons and all other field refuse derived or resulting from or connected with the drilling, re-working or deepening of any well shall be discharged into a steel pit or an approved earthen pit. All disposals must be in accordance with the rules of the Railroad Commission and with a plan submitted to and approved by the City Manager. Water stored in on-site tanks shall be removed as necessary.

All refuse shall be disposed of in such a manner as to comply with the applicable air and water pollution control regulations of the state, the conditions of this permit, and any applicable ordinance of the City.

Temporary flowback tanks shall be removed within ninety (90) days after completion date of the well at the pad site unless permission is obtained from the City Manager to extend the time period for no more than thirty (30) days. Completion date is that date which is stated as the "completion or recompletion date" shown on the Form W-2 or G-I filed with the Railroad Commission.

All tanks shall be set back pursuant to the standards of the Railroad Commission and the National Fire Protection Association, but in all cases, shall be at one hundred (135) feet from any street or alley right-of-way, three hundred thirty (330) feet from any public athletic field, and five hundred (500) feet from an Occupied Residence, Occupied Commercial Structure or Occupied Public Building, church, public or private school, hospital, nursing home, college or university or daycare center unless a variance is granted by the Midland City Council. Operator shall institute operational practices involving the daily monitoring of tank integrity and fluid levels within each tank. The use of a remote monitoring system is acceptable.

No meters, storage tanks, separation facilities, or other aboveground facilities, other than the well head and flow lines, shall be placed in a floodway identified by FEMA on the most current FIRM or the 100-year floodplain without a floodplain development permit obtained from the Department of Development services.

All fluids and tank bottoms will be disposed of in accordance with Railroad Commission regulations.

32.

Valves. Each flowing high volume well must have an automated shut-off valve to shut-in the well's production at the Operation Site for either a fire or

abnormal change in pressure. The fire department shall have access to the Operation Site and the shut-off valve in an emergency.

33.

Work hours for site development. No construction activities involving the excavation of, demolition of, alteration to, or repair work on any access road or pad site shall occur before 7:00 a.m. or after 7:00 p.m.

34.

Wellhead status after fracing. The wellhead between the time of Drilling/completion and tank battery construction, shall be:

a.

Surrounded with a six (6) foot tall temporary chain link fence having a gate and lock until permanent fencing is installed;

b.

The gate shall be locked at all times, except when the Operator is involved in active operations;

c.

The cellar shall be filled or closed; and

d.

The Bradenhead shall be piped to the surface and open to the atmosphere or have an observable and adequate pressure gauge with operable test valve.

35.

Inspections. In accordance within applicable law, the City Manager, or his designee, at his sole cost, risk and expense shall have a right of entry to the Drill Site/Operation Site and may, at his discretion, visit the Drill Site/Operation Site to make sure operator is in compliance with the requirements of this Section.

36.

Violation. In the event a violation of this ordinance is determined by the City's official (or officials), the City may act in any or all of the following ways:

a.

The City, through its designated official (or officials), may issue a notice of violation to the Operator, its agent, agents, employees or independent contractors (whether on site or not), or to any Person participating in the Drilling of the Well. Such notice may include a citation to appear before the Midland Municipal Court.

b.

If the City Manager, or his designee, finds the Operator to be in violation of any requirement of the applicable Oil and Gas well permit, then the City reserves the right after giving ten (10) business days written notice to the Operator regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K) of this Section, in order to remedy such violation. In the event that a violation is not capable of being remedied within such ten (10) business day period, then Operator must have commenced efforts

to remedy such violation within said ten (10) business day period and thereafter continue with such efforts to remedy said violation with due diligence until completed, and as long as the Operator continues with efforts to remedy a violation with due diligence, the City shall not draw against the letter of credit, certificate of deposit or surety bond. In the event the City makes a claim on the letter of credit, certificate of deposit or surety bond pursuant to the terms hereof, reinstatement of the full amount of the letter of credit, certificate of deposit or surety bond shall be a condition to the cure of the violation leading to such claim. Alternatively, if the City Manager finds the Operator to be in violation of any requirement of the applicable Oil and Gas Well Permit, the City Manager shall give written notice to the Operator that unless all violations are corrected within ten (10) business days of the Operator's receipt of notice of the violation, the City Manager shall recommend to the City Council that the Oil and Gas Well Permit be cancelled by the City Council. In the event that a violation is not capable of being remedied within such ten (10) business-day period, then Operator must have commenced efforts to remedy said violation within said ten (10) business-day period and thereafter continue with such efforts to remedy said violation with due diligence until completed, and as long as the Operator continues with efforts to remedy a violation with due diligence, as determined by the City, the City shall not draw against the letter of credit, certificate of deposit or surety bond. If the City Council determines to consider the cancelling of the permit, it shall give the Operator written notice of the date and time of the hearing and shall give the Operator the opportunity to be heard and present facts the Operator deems relevant. The cancelling of a permit requires the majority vote of the City Council.

c.

Prosecution of violations of this Section shall be given priority and expedited upon the Municipal Court docket. Provided, however, that this subsection does not grant or guarantee Persons cited a right to expedited consideration of their citation before the Midland Municipal Court.

d.

In the event that there exists an imminent threat to public health and safety, a certified peace officer, in conjunction with the Railroad Commission, may order the temporary cessation of operations. An Operator may appeal the order to an appropriate Court in Midland County, Texas and request an expedited hearing. With respect to the contestation of an order issued pursuant to this subsection, an Operator retains all of its legal remedies.

M.

Fencing and landscaping.

1.

Fences.

A fencing plan shall be submitted, said plan containing a description of the building materials, dimensions, and locations of the proposed fence/walls and gates. The plan shall take into consideration the surrounding area and neighborhood.

At a minimum, tank battery facilities, wellheads and any production equipment associated with Oil and Gas wells shall be enclosed by a chain link fence at least seven (7) feet in height with beige-colored slats woven through the chain link, topped with three (3) strands of barbed wire angled outward or concertina wire, and shall be equipped with a locking gate. Gates shall be provided with a combination catch and locking attachment for a padlock, and shall be kept locked except when being used for access to the operation site. Operator must provide the City Fire Chief with a "Knox Padlock" or "Knox Box with a key" to access the Operation Site to be used only in case of an emergency.

The City Council may require additional or a different type of fencing to the extent necessary to conform with architectural standards and building materials existing on lots and/or lands immediately adjacent to the well and within five (500) feet of the Well at the time the Oil and Gas Well Permit is issued.

Additionally, if at any time within twenty-four (24) months following the issuance of an Oil and Gas Well Permit, a structure intended for permanent occupancy is constructed within five hundred (500) feet of the Well, the City Council may require the operator to undertake a one-time revision of the fencing plan to account for architectural standards and building materials associated with such structure to the extent that the revised fencing plan is consistent with, but not better than, the architectural standards and building materials associated with such structure.

Fences shall not be required on drill sites during drilling, completion or re-working operations as long as 24-hour on-site supervision is provided.

2.

Landscaping. WAIVED by City Council on January 24, 2012.

(N)

Cleanup and Maintenance.

1.

Cleanup after well servicing. After the well has been completed or plugged and abandoned, the Operator shall clean the drill site or operation site, complete restoration activities and repair all damage to public property caused by such operations within one hundred eighty (180) days.

2.

Clean-up after spills, leaks and malfunctions. After any Railroad Commission reportable spill, leak or malfunction, the Operator shall remove or cause to be removed to the satisfaction of the City Fire Chief and the City Manager all refuse materials from any public or private property affected by such spill, leak or malfunction. Clean-up operations must begin immediately. The Operator shall comply with all requirements found in Statewide Rule 91 of the Railroad Commission, as amended. If Statewide Rule 91 requires reporting of the spill, the operator shall comply with the notification and reporting requirements found in Statewide Rule 20 of the Railroad Commission, as amended. Upon request the Operator shall furnish the City Manager with all information filed with the Railroad Commission. If the Operator fails to begin site clean-up immediately the City Manager may then employ any cleanup expert or experts or other contractors or suppliers of special services, or may incur any other expenses for labor and material which the City Manager deems necessary to clean-up such spill, leak or malfunction. The City shall then be able to collect from operator the costs involved in the site clean-up. The City may collect from the posted letter of credit, certificate of deposit or surety bond or any other legal means.

3.

Free from debris. The public street entrance and property on which a well site is located shall at all times be kept free of mud, debris, pools of water or other liquids, contaminated soil, weeds, brush, trash or other refuse material within a radius of one hundred (100) feet around any production facilities, tanks and producing wells.

4.

Painting. All production equipment shall be painted beige and maintained at all times, including pumping units, tanks, secondary containment and buildings or structures. When requiring painting of such facilities, the City Manager shall consider the deterioration of the quality of the material of which such facility or structure is constructed, the degree of rust, and its appearance.

5.

Blowouts. In the event of the loss of control of any well, Operator shall immediately take all reasonable steps to regain control regardless of any other provision of this permit and shall provide the City Manager with the same information as required to be filed with the Railroad Commission under Statewide Rule 20 as soon as practicable.

6.

Cleanup after Drilling/Completion. After the well has been drilled and completed, the Operator shall clean the Drill site, complete restoration activities and repair all damage to public property caused by such operations within ninety (90) days as specified previously in Subsection (L)27.

O.

Drilled and Abandoned Wells.

1.

Surface Requirements for Plugged and Abandoned Well. Whenever abandonment occurs pursuant to the requirements of the Railroad Commission, the Operator so abandoning shall be responsible for the restoration of the Operation site to its original condition as nearly as practicable, in conformity with the requirements of this permit underground pipelines associated with operations shall be purged of all fluids and may be abandoned in place.

2.

Surface Requirements for Drilled and Abandoned Well. Abandonment shall be approved by the City Manager after restoration of the Drill Site has been accomplished in conformity with the following requirements at the discretion of the City Manager:

a.

The Derrick and all appurtenant equipment thereto shall be removed from Drill site;

b.

All tanks, towers, and other surface installations shall be removed from the Drill site;

c.

All concrete foundations, above ground piping, wood, guy anchors and other foreign materials regardless of depth, except surface casing, shall be removed from the site, unless otherwise directed by the Railroad Commission;

d.

All holes and depressions shall be filled with clean, compactable soil;

e.

All, refuse and trash shall be removed from the Drill Site; and

f.

During abandonment, Operator shall comply with all applicable subsections in this section; and

g.

The drill site shall be restored, as close as practicable, to its original condition.

h.

Unless modified by the approved plan, deep burying of pits within the drill site perimeter is permitted. A survey and description of the location of any closed pit used in connection with the drill site shall be recorded in the property records of the county in which the real property is located. In any event the Operator shall comply with Subsection (L), Paragraph 27.

3.

Abandoned well requirement. The Operator shall furnish the following to the City Manager:

a.

A copy of the W-3A "Notice of Intention to Plug & Abandon" and W-3 "Plugging Record" forms on the same date these forms are submitted to the Railroad Commission.

b.

Prior 48-hour notice of intention to abandon under the provisions of this section and stating the date such work will be commenced. Abandonment may then be commenced on or subsequent to the date so stated.

c.

All wells shall be abandoned in accordance with the rules of the Railroad Commission; however, all well casings and cellars shall be cut and removed to a depth of at least three feet below the surface. A permanent abandonment marker, with the well identity and location permanently inscribed, shall be welded to the casing.

4.

Abandonment requirements prior to new construction. All abandoned or deserted wells or drill sites shall meet the most current abandonment requirements of the Railroad Commission prior to the issuance of any building permit for development of the property. No structure shall be built over an abandoned well.

P.

Certificate of Request for Inspection and Extension of Permit.

On or before ninety (90) days prior to each annual anniversary date of Operator's Oil and Gas Well Permit, Operator shall submit to the City Manager a Certificate of Request for Inspection of Permit. The Certificate of Request for Inspection of Permit must state the location and name of the well and the date the permit was granted by the City Council. The Certificate of Request for Inspection of Permit must be signed by the Operator before a notary public stating that the well is in compliance with the permit and all applicable Ordinances. The Certificate of Request for Inspection of Permit must be accompanied by an application and inspection fee of \$300.00. The City Manager shall grant a one-year inspection approval on the oil/gas drilling permit if the Operator is in compliance with the permit and all applicable ordinances as they apply to the inspected well. Prior to authorizing the inspection approval, the City Manager, or his

designee, shall inspect the oil and gas well site that is subject to the oil/gas drilling permit. The City Manager shall issue his decision in writing, within thirty (30) days of receiving the Certificate for Request for Inspection of Permit, either granting or denying the inspection of the oil/gas drilling permit.

The Operator may appeal the City Manager's denial of an oil/gas drilling permit inspection by submitting, in writing, an appeal to the City Council within thirty (30) days of the City Manager's written denial of the oil and gas well permit inspection. If an appeal is received by the City Council, a hearing shall be set before a meeting of the City Council to consider the denial of the oil/gas drilling permit inspection. The City Council shall hear and consider the recommendation of the City Manager, or his designee, before deciding whether or not to uphold the City Manager's decision. The Operator shall be allowed to speak and present any relevant evidence for consideration by the City Council prior to a vote of the council. A majority vote of the City Council shall be required to uphold the denial of the Oil and Gas Well Permit inspection by the City Manager. An inspection that is approved shall be valid for one (1) year from the inspection date.

(Q)

Measurement.

The measurement of all distances set forth herein shall be calculated from the proposed surface location of the well and tank batteries in a straight line, without regard to intervening structures or objects, to the closest exterior point of the object.

(R)

Effect of denial of oil and gas well permit.

If an application for an Oil and Gas Well Permit is denied by the City Council, nothing herein contained shall prevent a new permit application from being submitted to the City Council for the same proposed Oil and Gas Well or a different location for a well. A new application may also be filed on any of the mineral estate owned or leased by the applicant. Once all of the Operator's administrative and legislative remedies have been exhausted herein, the Operator may appeal or challenge the denial of an application in an appropriate Court in Midland County Texas under applicable state or federal law.

(S)

Amendment to Oil and Gas Well Permit.

1.

Amendment required. Within one hundred eighty (180) days after an Operator has been granted an Oil and Gas Well Permit, an Operator may submit an application to the City to amend an existing Oil and Gas Well Permit to commence Drilling from a new Drill site that is not shown on (or incorporated by reference as part of) the existing Oil and Gas Well Permit.

2.

Application Requirement for Amendment to Permit. An application for an amended Oil and Gas Well Permit shall meet all the requirements of this

Section, shall be in writing, shall be on forms provided by the City, shall be signed by the Operator, and shall include the following:

- a. An amendment fee of \$1,000.00.
- b. A description of the proposed amendments.
- c. Any changes to the information previously submitted with the application for the existing oil/gas drilling permit (if such information has not previously been provided to the City).
- d. Such additional information as is reasonably required by the City to demonstrate compliance with the original oil/gas drilling permit.
- e. Such additional information as is reasonably required by the City to prevent imminent destruction of property or injury to persons.

3.

Review of Application for Amendment to Permit. All applications for an amended oil/gas drilling permit shall be considered in accordance with the factors listed in Subsection (I) herein. The City Council may elect to consider the application for an amended oil/gas drilling permit without the requirement of a public hearing.

4.

Standard of review.

- a. **No Material Change from Existing Permit.** If the activities proposed by the amendment are not materially different from the activities covered by the existing Oil and Gas Well Permit, and are otherwise in conformance with the requirements of this section, other applicable City Ordinances, the Oil/Gas Drilling Permit then the City Council shall approve the Amended Application.
- b. **Material Change from Existing Permit.** If the activities proposed by the amendment are materially different from the activities covered by the existing Oil/Gas Well Permit, are not in conformance with the requirements of this Section, other applicable City Ordinances, the Oil/Gas Well Permit, or if, in the judgment of the City Council, the activities proposed by the amendment might create a risk of imminent destruction of property or injury to persons or property or that were not otherwise taken into consideration by the existing Oil/Gas Well Permit, the City Council may require the amendment to be processed as a new Oil and Gas Well Permit Application.

T.

Independent Contractor. Operator understands and agrees that Operator, its employees, servants, agents, and representatives, shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The City shall not have any control over the means or methods by which Operator shall perform its obligations hereunder. Operator shall furnish all equipment and materials necessary to perform hereunder and shall at all times be acting as an independent contractor. No action by either party should be construed to create a partnership, joint venture, or other dual enterprise between the parties.

U.

Assignability; Transfer Permit.

1.

The Operator shall not, either directly or indirectly, assign, sell, or transfer any part of the Oil and Gas Well Permit, or any interest, right, duty, obligation or privilege under the permit, except in accordance with this Subsection.

2.

An Oil and Gas Well Permit may be transferred upon written request by the Operator with the consent of the City Council:

a.

If the transferee agrees in writing to be bound by the terms and conditions of the current Oil and Gas Well Permit and road repair agreement;

b.

If all information previously provided to the City as part of the current Oil and Gas Well Permit is updated to reflect any changes; and

c.

If the transferee provides the insurance and security required by this section.

3.

In determining whether to approve the transfer permit, the City Council may consider the financial standing of the transferee and its record of compliance with respect to existing permits. Should the transfer permit be denied, the transferee may file an application for a new Oil and Gas Well Permit.

4.

The insurance and security provided by the transferor shall be released if the transfer permit is approved; provided, however, that the transfer shall not relieve the transferor from any liability to the City arising out of any activities conducted prior to the transfer, except to the extent that the transferee expressly agrees in writing to assume such liabilities as part of the transfer.

5.

Applications for the transfer of Oil and Gas Well Permits shall be filed with the City's planning department. A non-refundable administration fee shall be charged for each application in the amount of five hundred (\$500.00).

V.

Time Limit Requirements. The failure of the City Council to review and approve an Oil and Gas Well Permit within a specified time limit shall not cause the application for the Oil and Gas Well Permit to be deemed approved. If the City Council denies a request for a permit, the applicant may file a request with the City Council to re-consider the application. The applicant may present any new evidence to the council and may present any extenuating circumstances or other matters deemed relevant by the applicant. The decision of the City Council regarding the issuance of a permit is not final until the request for re-consideration is voted upon by the City Council.

W.

Indemnification. The oil and gas well permit may contain the following language:

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

X.

Incident Reports or Written Complaints. The Operator shall provide a copy of any "incident reports" or written complaints submitted to the Railroad Commission or any other state or federal agency within thirty (30) days after Operator has notice of the existence of such reports or complaints.

Y.

Expiration of permit. Drilling must commence on the Well covered by the Oil and Gas Well permit twelve (12) months of approval by the City Council, after which the Oil and Gas Well Permit shall automatically expire if no drilling has commenced. A permit extension for a maximum time period of six (6) months may be granted by the City Manager without reapplication after the City Manager receives a written request from the Operator.

Z.

Takings determination.

1.

Any aggrieved applicant that believes that an action taken pursuant to this Section by the City Council or any officer or employee of the City constitutes a taking under the Texas or United States Constitution or under other state law, may file an application with the City Council requesting a takings determination.

2.

The applicant seeking a takings determination from the Council shall file its appeal with the office of the City Secretary. The City Secretary shall then forward the appeal to the City Council for consideration. An appeal fee in the amount of two hundred fifty (\$250.00) dollars shall accompany each filing.

3.

The appeal shall state the reasons that the applicant believes would support a finding that the City's actions constitute a taking under the Texas or United States Constitution or pursuant to other State law and shall include evidence substantiating the purported diminution in value of the applicant's real property.

4.

If the Council finds by a majority vote in favor of the applicant it may: (1) grant the relief requested, or (2) direct the City Manager to rescind action taken by City Staff that formed the basis of the takings determination appeal. If the Council denies the appeal, or after a favorable determination the City Council fails to take action as specified above, the applicant may appeal the decision or inaction of the City Council to the county or district court of the county in which the affected real property is located within thirty (30) days of the date that the Council issues its final decision or in the event the Council does not act on the application, then the operator may appeal to the county or district court after the expiration of one hundred twenty (120) days from the date the application is heard by the City Council.

Notice addresses are as follows:

City of Midland
Attn: Office of the City Manager
P. O. Box 1152
Midland, Texas 79702

OPERATOR: _____
William R. Huck, Vice President/Operations

RSP Permian, L. L. C.
125 W Missouri, Ste 450
Midland, Texas 79701
(432) 818-1300



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-011; consider a motion regarding a road repair agreement between the City of Midland and RSP Permian, LLP. related to an oil and gas well drilling permit (Bus Barn #2603) on the south side of Briarwood Avenue, 600' west of Roadrunner Trail.

Purpose:

Consider a motion approving a road repair agreement between the City of Midland and RSP Permian, LLP. This item was deferred on January 24, 2012.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

This agreement will cover the cost of road damages to Briarwood Avenue, Roadrunner Trail and Cactus Trail that are attributable to RSP Permian in association with the above drilling permit. The total amount of the certificate of deposit covering three proposed well sites is \$75,000; this is the amount specified in the City's oil and gas drilling regulations.

Discussion:

RSP Permian has met the requirements contained in the City code related to this matter. Staff recommends approval.

Attachments: Draft agreement



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: January 24, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-011; consider a resolution regarding a road repair agreement between the City of Midland and RSP Permian, LLP. related to an oil and gas well drilling permit (Bus Barn #2603) on the south side of Briarwood Avenue, 600' west of Roadrunner Trail.

Purpose:

Consider a resolution approving a road repair agreement between the City of Midland and RSP Permian, LLP.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

This agreement will cover the cost of road damages to Briarwood Avenue, Roadrunner Trail and Cactus Trail that are attributable to RSP Permian in association with the above drilling permit. The total amount of the certificate of deposit covering three proposed well sites is \$75,000; this is the amount specified in the City's oil and gas drilling regulations.

Discussion:

RSP Permian has met the requirements contained in the City code related to this matter. Staff recommends approval.

Attachments: Draft agreement

RESOLUTION NO.

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

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a road repair agreement with RSP Permian, L.L.C.;

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

THAT the Mayor is hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a road repair agreement with RSP Permian, L.L.C. Said agreement shall be substantially similar in form as 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., 2012, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

ROAD REPAIR AGREEMENT

RSP Permian, L. L. C. ("RSP Permian") intends to use portions of Briarwood Street, Roadrunner Trail and Cactus ("Access Route") to access its Bus Barn #2603 oil and gas lease as provided in its applications for the wells listed herein. RSP Permian as operator agrees to pay actual road repair costs up to a maximum amount of Twenty-Five Thousand and no /hundred dollars (\$25,000.00) per calendar year for damage done to Access Route and the lease entrance gate to the extent that any such damage is verifiably attributable to traffic servicing the Bus Barn Lease. RSP Permian will not be obligated to pay for any damage to Access Route attributable to other parties or for damage associated with normal wear and tear. RSP Permian will not be required to pay road repair in excess of \$25,000 per calendar year per well it operates within the city limits in Section 26 Block 40, T-1-S, T & P Survey, Midland County Texas. In the event such letter of credit, certificate of deposit or surety bond is not restored to \$25,000.00 within ten (10) days after the date of the reduction of the letter of credit, certificate of deposit or surety bond, the City may draw and receive the remaining balance of the letter of credit, certificate of deposit or surety bond, and the Oil and Gas Well Permits shall be suspended on such date and the Operator's right to operate under Oil and Gas Well Permits shall immediately cease until the Operator files the required letter of credit, or certificate of deposit or surety bond.

RSP Permian and the City of Midland agree that documentation of any road damage determined to be caused by RSP Permian's use of Access Route to access the Bus Barn #2603 Lease shall be presented to RSP Permian. If the Operator does not agree the Operator may file a written objection with the City Manager with ten (10) days of being notified of the road damage. The City Manager shall review the objections and give RSP Permian the opportunity to be heard and present facts that RSP Permian deems relevant. The City reserves the right after giving ten (10) business days written notice to the Operator regarding such violation, to draw upon the letter of credit, certificate of deposit or surety bond as outlined in Subsection (K) General Conditions of all Oil and Gas Well Permits, in order to remedy such situation under ordinance 8769, 6-1-23 "Oil & Gas Well Permits". The amount drawn from the certificate of deposit shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING PARTIES

RSP Permian, L.L.C.

City of Midland, Texas

Date: _____

Date: _____

By: _____

By: _____

William R. Huck, Vice President-Operations

Mayor: W. Wesley Perry

Exhibit "A"



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Steve Thorpe, Building Official

SUBJECT: Variance to Ordinance 8769 (January 1, 2010 Oil and Gas Well Drilling Ordinance)

Purpose: Resolution to grant a variance to obtain a building permit for residential structures within 500 feet of an oil and gas well location that has submitted an application.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact: N/A

Discussion: The owner of the subject property, 4401 Roadrunner Trail. Lot 6E, Block 2, Country Sky Addition has requested a variance to allow residential and accessory buildings within the 500 foot buffer distance from an oil and gas well location. The requested distance to the well location is 302.1 feet to the proposed accessory building.

Ordinance 8769 states from the application filing date of the oil and gas well permit, any building permit for construction of a building within 500 feet of the well, requires a distance variance. Upon granting of the variance a building permit for building meeting the allowed distance may be issued.

On March 8, 2011, City Council granted variances allowing residential and commercial buildings to be constructed up to 250 feet from 4 well sites on the Fasken property. The ordinance states that no residential or commercial building shall be constructed closer than 135 feet from a well and variances must be sought for proposed structures 135 to 500 feet from a well. Based on this previous variance approval and the code language we feel this request should be granted.

RESOLUTION NO.

**RESOLUTION GRANTING A VARIANCE FOR LOT 6E,
BLOCK 2, COUNTRY SKY ADDITION, SECTION 11,
CITY AND COUNTY OF MIDLAND, TEXAS
(COMMONLY KNOWN AS 4401 ROADRUNNER
TRAIL), BY PERMITTING CONSTRUCTION OF A
RESIDENCE AND AN ACCESSORY BUILDING WITHIN
FIVE HUNDRED (500) FEET OF AN OIL AND GAS
WELL; AND AUTHORIZING ISSUANCE OF A
BUILDING PERMIT**

WHEREAS, pursuant to Section 6-1-23(H)(2)(c) of the City Code of Midland, Texas, the owner of the property described in Section One hereof has applied for a variance in order to receive a building permit for the construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well; and

WHEREAS, the City Council finds and determines that granting a variance for such purpose will not present a health or safety risk to the applicant or subsequent occupants of the structures;

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

SECTION ONE. That a variance is hereby granted for Lot 6E, Block 2, Country Sky Addition, Section 11, City and County of Midland, Texas, by permitting construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well.

SECTION TWO. That the Building Official is hereby authorized and directed to issue a building permit to the applicant for such purpose with the following notation: "This building permit is issued for a structure to be constructed on a lot or tract located within five hundred (500) feet of a previously permitted Oil and Gas Well."

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

Council members voting "AYE":

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Steve Thorpe, Building Official

SUBJECT: Variance to Ordinance 8769 (January 1, 2010 Oil and Gas Well Drilling Ordinance)

Purpose: Resolution to grant a variance to obtain a building permit for residential structures within 500 feet of an oil and gas well location that has submitted an application.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact: N/A

Discussion: The owner of the subject property, 4409 Roadrunner Trail. Lot 6D, Block 2, Country Sky Addition has requested a variance to allow residential and accessory buildings within the 500 foot buffer distance from an oil and gas well location. The requested distances to the well location is 454.6 feet to the proposed house and 190.8 feet to the proposed accessory building.

Ordinance 8769 states from the application filing date of the oil and gas well permit, any building permit for construction of a building within 500 feet of the well, requires a distance variance. Upon granting of the variance a building permit for building meeting the allowed distance may be issued.

On March 8, 2011, City Council granted variances allowing residential and commercial buildings to be constructed up to 250 feet from 4 well sites on the Fasken property. The ordinance states that no residential or commercial building shall be constructed closer than 135 feet from a well and variances must be sought for proposed structures 135 to 500 feet from a well. Based on this previous variance approval and the code language we feel this request should be granted.

RESOLUTION NO.

**RESOLUTION GRANTING A VARIANCE FOR LOT 6D,
BLOCK 2, COUNTRY SKY ADDITION, SECTION 11,
CITY AND COUNTY OF MIDLAND, TEXAS
(COMMONLY KNOWN AS 4409 ROADRUNNER
TRAIL), BY PERMITTING CONSTRUCTION OF A
RESIDENCE AND AN ACCESSORY BUILDING WITHIN
FIVE HUNDRED (500) FEET OF AN OIL AND GAS
WELL; AND AUTHORIZING ISSUANCE OF A
BUILDING PERMIT**

WHEREAS, pursuant to Section 6-1-23(H)(2)(c) of the City Code of Midland, Texas, the owner of the property described in Section One hereof has applied for a variance in order to receive a building permit for the construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well; and

WHEREAS, the City Council finds and determines that granting a variance for such purpose will not present a health or safety risk to the applicant or subsequent occupants of the structures;

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

SECTION ONE. That a variance is hereby granted for Lot 6D, Block 2, Country Sky Addition, Section 11, City and County of Midland, Texas, by permitting construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well.

SECTION TWO. That the Building Official is hereby authorized and directed to issue a building permit to the applicant for such purpose with the following notation: "This building permit is issued for a structure to be constructed on a lot or tract located within five hundred (500) feet of a previously permitted Oil and Gas Well."

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

Council members voting "AYE":

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Steve Thorpe, Building Official

SUBJECT: Variance to Ordinance 8769 (January 1, 2010 Oil and Gas Well Drilling Ordinance)

Purpose: Resolution to grant a variance to obtain a building permit for residential structures within 500 feet of an oil and gas well location that has submitted an application.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact: N/A

Discussion: The owner of the subject property, 4417 Roadrunner Trail. Lot 6C, Block 2, Country Sky Addition has requested a variance to allow residential and accessory buildings within the 500 foot buffer distance from an oil and gas well location. The requested distances to the well locations are 455 feet to the proposed house and 203.4 feet to the proposed accessory building.

Ordinance 8769 states from the application filing date of the oil and gas well permit, any building permit for construction of a building within 500 feet of the well, requires a distance variance. Upon granting of the variance a building permit for building meeting the allowed distance may be issued.

On March 8, 2011, City Council granted variances allowing residential and commercial buildings to be constructed up to 250 feet from 4 well sites on the Fasken property. The ordinance states that no residential or commercial building shall be constructed closer than 135 feet from a well and variances must be sought for proposed structures 135 to 500 feet from a well. Based on this previous variance approval and the code language we feel this request should be granted.

RESOLUTION NO.

**RESOLUTION GRANTING A VARIANCE FOR LOT 6C,
BLOCK 2, COUNTRY SKY ADDITION, SECTION 11,
CITY AND COUNTY OF MIDLAND, TEXAS
(COMMONLY KNOWN AS 4417 ROADRUNNER
TRAIL), BY PERMITTING CONSTRUCTION OF A
RESIDENCE AND AN ACCESSORY BUILDING WITHIN
FIVE HUNDRED (500) FEET OF AN OIL AND GAS
WELL; AND AUTHORIZING ISSUANCE OF A
BUILDING PERMIT**

WHEREAS, pursuant to Section 6-1-23(H)(2)(c) of the City Code of Midland, Texas, the owner of the property described in Section One hereof has applied for a variance in order to receive a building permit for the construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well; and

WHEREAS, the City Council finds and determines that granting a variance for such purpose will not present a health or safety risk to the applicant or subsequent occupants of the structures;

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

SECTION ONE. That a variance is hereby granted for Lot 6C, Block 2, Country Sky Addition, Section 11, City and County of Midland, Texas, by permitting construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well.

SECTION TWO. That the Building Official is hereby authorized and directed to issue a building permit to the applicant for such purpose with the following notation: "This building permit is issued for a structure to be constructed on a lot or tract located within five hundred (500) feet of a previously permitted Oil and Gas Well."

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

Council members voting "AYE":

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Steve Thorpe, Building Official

SUBJECT: Variance to Ordinance 8769 (January 1, 2010 Oil and Gas Well Drilling Ordinance)

Purpose: Resolution to grant a variance to obtain a building permit for residential structures within 500 feet of an oil and gas well location that has submitted an application.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact: N/A

Discussion: The owner of the subject property, 4501 Roadrunner Trail. Lot 6B, Block 2, Country Sky Addition has requested a variance to allow residential and accessory buildings within the 500 foot buffer distance from an oil and gas well location. The requested distance to the well location is 339.8 feet to the proposed accessory building.

Ordinance 8769 states from the application filing date of the oil and gas well permit, any building permit for construction of a building within 500 feet of the well, requires a distance variance. Upon granting of the variance a building permit for building meeting the allowed distance may be issued.

On March 8, 2011, City Council granted variances allowing residential and commercial buildings to be constructed up to 250 feet from 4 well sites on the Fasken property. The ordinance states that no residential or commercial building shall be constructed closer than 135 feet from a well and variances must be sought for proposed structures 135 to 500 feet from a well. Based on this previous variance approval and the code language we feel this request should be granted.

RESOLUTION NO.

**RESOLUTION GRANTING A VARIANCE FOR LOT 6B,
BLOCK 2, COUNTRY SKY ADDITION, SECTION 11,
CITY AND COUNTY OF MIDLAND, TEXAS
(COMMONLY KNOWN AS 4501 ROADRUNNER
TRAIL), BY PERMITTING CONSTRUCTION OF A
RESIDENCE AND AN ACCESSORY BUILDING WITHIN
FIVE HUNDRED (500) FEET OF AN OIL AND GAS
WELL; AND AUTHORIZING ISSUANCE OF A
BUILDING PERMIT**

WHEREAS, pursuant to Section 6-1-23(H)(2)(c) of the City Code of Midland, Texas, the owner of the property described in Section One hereof has applied for a variance in order to receive a building permit for the construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well; and

WHEREAS, the City Council finds and determines that granting a variance for such purpose will not present a health or safety risk to the applicant or subsequent occupants of the structures;

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

SECTION ONE. That a variance is hereby granted for Lot 6B, Block 2, Country Sky Addition, Section 11, City and County of Midland, Texas, by permitting construction of a residence and an accessory building within five hundred (500) feet of an oil and gas well.

SECTION TWO. That the Building Official is hereby authorized and directed to issue a building permit to the applicant for such purpose with the following notation: "This building permit is issued for a structure to be constructed on a lot or tract located within five hundred (500) feet of a previously permitted Oil and Gas Well."

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

Council members voting "AYE":

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: David D. Beard, P.E., City Engineer

SUBJECT: Consider a resolution authorizing the execution of a public improvement development agreement with Midcamp Properties, LLC (S. Venkeatesan - Midland RV Park) in the amount of \$51,345. Midland RV Park is generally located on the east side of Midland Dr. approximately 650' north of Interstate 20. Said agreement being authorized by Section 395.081 of the Texas Local Government Code.

Purpose:

Consider a resolution to authorize a development agreement for the City to participate in the extension of a water main parallel to the I-20 corridor to serve the Midland RV Park.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

The City's share shall be \$51,345 (not to exceed). This amount was calculated as 30% of the total water main improvements. Funds are available in the Fiscal Year 2011-2012 Water and Sewer Fund (300) Utilities (300) Water and Wastewater Maintenance (0335) Water Lines (7560) budget account.

Discussion:

Mr. Venkeatesan is proposing to extend water service from the 8" water main in Market Street east via an existing utility easement parallel to the I-20 corridor to Midland Dr., thence north to serve the Midland RV Park. The new water line will serve the Midland RV Park and provide access to water service for the property adjacent to Interstate 20 (north side).

In addition, Mr. Venkeatesan will voluntarily agree to allow annexation of property where the Midland RV Park is located.

Attached is a location map and opinion of probable cost provided by Newton Engineering.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PUBLIC IMPROVEMENT DEVELOPMENT
AGREEMENT WITH MIDCAMP PROPERTIES, LLC
FOR DEVELOPMENT OF MIDLAND RV
CAMPGROUND ADDITION, CITY AND COUNTY OF
MIDLAND, TEXAS (GENERALLY LOCATED ON THE
EAST SIDE OF MIDLAND DRIVE, APPROXIMATELY
650 FEET NORTH OF INTERSTATE 20); AND
AUTHORIZING PAYMENT IN THE AMOUNT OF
\$51,345.00 THEREFOR; SAID AGREEMENT BEING
AUTHORIZED BY SECTION 395.081 OF THE TEXAS
LOCAL GOVERNMENT CODE**

WHEREAS, the developer of Midland RV Campground Addition, City and County of Midland, Texas, has requested City participation in the development of this addition; and

WHEREAS, the City Code allows City participation; and

WHEREAS, the City Council finds that in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit from allowing the developer to connect to capital improvements by promoting the health, safety, and public welfare and providing for efficient and well-planned urban growth and development; and

WHEREAS, the City Council finds it to be in the public interest to execute a development agreement with Midcamp Properties, LLC which sets forth the extent of the City's participation in the construction of public improvements related to the development of Midland RV Campground Addition, and to authorize payment therefor;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, Texas, a Public Improvement Development Agreement with Midcamp Properties, LLC. Said agreement is marked as Exhibit "A", attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay for said agreement, in amount not to exceed \$51,345.00, out of funds that are available in the

Fiscal Year 2011-2012 Water and Sewer Fund (300) Utilities (300) Water and Wastewater Maintenance (0335) Water Lines (7560) budget account upon receipt of proper invoice or statement therefor approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

Robert McNaughton, Director of Finance

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT
BETWEEN MIDCAMP PROPERTIES, LLC
AND THE CITY OF MIDLAND, TEXAS**

THIS PUBLIC IMPROVEMENT DEVELOPMENT AGREEMENT (“Agreement”) is made and effective this 29th day of February, 2012, by and between **MIDCAMP PROPERTIES, LLC** (“Developer”) and the **CITY OF MIDLAND, TEXAS** (“City”), a home rule municipal corporation.

W I T N E S S E T H:

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Public Improvement Development Agreement for the construction of appropriate and necessary public facilities;

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer does hereby agree to the terms set forth in this Agreement:

1. The Developer desires to develop the Property described as Midland RV Campground Addition. Pursuant thereto, the Developer agrees to make certain public improvements as set forth below. The improvements are more particularly described in specifications and contract documents related to the construction of the public improvements related to the development of the Property prepared by Newton Engineering, PC. (hereafter collectively called “the Specifications”). The Specifications are incorporated herein by reference and made a part hereof for all purposes, and Developer shall comply with the Specifications in the performance of all work pursuant to this Agreement. No amendment

to the Specifications may be made without the written approval of the City Manager.

2. The public improvements to be constructed by Developer pursuant to this Agreement shall be generally described as follows:

See Exhibit “A”, attached hereto and incorporated herein by reference.

3. Developer must submit any bids it receives for the proposed public improvements to the City for approval prior to engaging any contractor or subcontractor in such work, which approval shall not be unreasonably withheld. If City fails to object within ten (10) days (excluding weekends and City holidays) after receipt from the Developer of the bid tabulations and written notification of whom the Developer intends to award the contract, the bid which the Developer indicated it is accepting shall be deemed to have been accepted by the City. The City reserves the right to reject any and all bids for work that involves City participation. In rejecting any bid pursuant to the provisions of this Paragraph 3, the City shall issue a notice of rejection in writing to the Developer stating each and every ground or reason relied upon by the City for such rejection.

4. Upon completion of the improvements called for in Paragraph 2, the Developer shall notify the City’s Director of Development Services for inspection. Project inspection for required public improvements will be done by the City during the construction phase. The City’s Director of Development Services shall cause such work to be inspected within five (5) days, excluding weekends and holidays, of being notified by the Developer. Notwithstanding anything herein to the contrary, project inspection must be completed prior to water or sewer systems being backfilled. If the Director of Development Services

determines that all work has been completed in conformance with the Specifications, then the Director of Development Services shall give his approval for that improvement work.

5. After completion and acceptance of all work, the Developer must furnish to City an affidavit of all bills paid with respect to the completed work.

6. In consideration of the obligations incurred by the Developer pursuant to this Agreement, the City agrees to participate in the funding of the construction of the public improvements listed in Exhibit "A" attached hereto and incorporated herein by reference said amount to be no more than \$51,345.00. In no case shall the City's contributions to the public improvements required to be constructed on the Property exceed 30 percent of the actual cost of all the public improvements associated with the development without Developer complying with the applicable competitive sealed bid procedures set forth in state law and the ordinances and regulations of the City of Midland, Texas. If the City's contribution for public improvements for any contract exceeds 30 percent of the total cost of all public improvements associated with such contract and such public improvements were constructed without complying with said applicable competitive sealed bid procedures, then the City's maximum contribution under this contract for such phase shall not exceed 30 percent of the actual cost of all public improvements associated with the particular contract.

7. Developer 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, including accidental death, losses, property damage and expenses of any character whatsoever, including attorney's fees, brought for or on account of any injuries or damages

received or sustained by any person or persons or property, on account of any negligent act of Developer, its 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 Developer will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including attorney's fees.

DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, INCLUDING 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 CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH DEVELOPER OR DEVELOPER'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 DEVELOPER WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8. The Developer agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this contract. When City so desires, the Developer shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

9. Developer shall obtain and maintain continuously in effect at all times during the construction of the public improvements described in Paragraph 2, above, at Developer'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 the City.

A. The following requirements shall be met in regard to workers' compensation insurance coverage: Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/persons's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.

“Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Developer providing services on the project, for the duration of the project.

C. The Developer must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Developer’s current certificate of coverage ends during the duration of the project, the Developer must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Developer shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Developer shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Developer shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The Developer shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers’ Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Developer shall contractually require each person with whom it contracts

to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Developer, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the Developer:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Developer is representing to the governmental entity that all employees

of the Developer who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Developer's failure to comply with any of these provisions is a breach of contract by the Developer which entitles the governmental entity to declare the contract void if the Developer does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

Developer shall also comply with the following:

L. Comprehensive General Liability Insurance against claims for bodily injury, death, or property damage occurring on, in or about the Property, in at least the amount of \$250,000.00 per individual, \$1,000,000.00 per occurrence and \$100,000.00 with respect to property damage; said insurance shall name the City as an additional insured and shall waive all rights of subrogation against the City.

M. Automobile Liability Coverage on all motor vehicles owned, leased and/or operated by the Developer or its employees in amounts of not less than \$1,000,000.00 combined single limit or equivalent, provided, however, separate automobile coverage shall not be required if such coverage is provided under the Developer's comprehensive general liability policy. The insurance shall name the City as an additional insured and waive all rights of subrogation against the City.

All insurance herein required shall apply as primary and not in excess of or contributing with other insurance which the Developer may carry.

10. All insurance required pursuant to Paragraph 9, except worker's compensation, shall name the City as an additional insured. The comprehensive general liability policy shall provide contractual liability coverage sufficiently broad so as to include the liability assumed by the Developer in the indemnity and hold harmless provisions included in this Agreement. Developer'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 the City. Developer shall furnish to the City a certificate of insurance showing City as an additional insured and evidencing that all of the herein stated requirements have been met. **All insurance coverage required pursuant to Paragraph 9 shall include in its provisions a waiver of any rights of subrogation against City.**

DEVELOPER SHALL CONTRACTUALLY REQUIRE ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS THAT WORK ON ANY PORTION OF THE WORK THAT IS THE SUBJECT OF THIS PUBLIC IMPROVEMENT DEVELOPMENT 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).

11. Insurance must be approved by the City Attorney's office prior to this Agreement being executed.

12. This Agreement may be modified or amended only by the mutual consent of the parties hereto.

13. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations,

agreements, representations and understandings, if any, between the parties respecting such matters.

14. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing as follows:

If to Developer:

Midcamp Properties, LLC
3332 Remington Dr.
Plano, Texas 75203
Attn: S. Venkeatesan

If to City:

City of Midland
P. O. Box 1152
Midland, Texas 79702
Attn: Director of Development Services

15. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

16. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Midland County, Texas. Exclusive venue for any cause of action 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.

17. In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (TEX. CIV. PRAC. & REM. CODE §37.001 et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, DEVELOPER 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 DEVELOPER SPECIFICALLY AGREES THAT IF THE DEVELOPER 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 DEVELOPER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH DEVELOPER MIGHT

OTHERWISE BE ENTITLED.

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

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

18. It is expressly understood and agreed that Developer 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 Developer 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 Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer. No person performing any of the work and services described hereunder by Developer shall be considered an officer,

agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. Developer shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which the work is done. The City shall not have the right to control the means, methods or details of the Developer’s work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

19. RELEASE: DEVELOPER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING UNDER OR ASSOCIATED WITH THIS AGREEMENT WHICH DEVELOPER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, DUE PROCESS AND TAKINGS CLAUSES UNDER THE TEXAS AND UNITED STATES CONSTITUTION, TORT CLAIMS OR CITY’S NEGLIGENCE.

20. 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.

21. 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, Developer or its legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) 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 Developer will settle, the physical and mailing addresses of Developer at the time and date the claim was presented and the physical and mailing addresses of Developer for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Developer 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 Developer that Developer's notice is insufficient. The 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, Developer's failure to comply with the requirements herein shall perpetually bar Developer's claim for damages

under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. Developer agrees that the requirements of this entire agreement are reasonable.

22. This agreement is made under the authority of Section 395.081 of the Texas Local Government Code and the laws of the State of Texas and Ordinances and the Charter of the City of Midland. The City finds in accordance with Section 395.081 of the Texas Local Government Code that the City of Midland will benefit from allowing the Developer to connect to the capital improvements. The City finds that this benefit will promote the public health, safety, and public welfare of the citizens of Midland. The City finds that the benefit the City of Midland receives will be efficient and well-planned urban growth and development, in coordination with public services. The benefit is also that this agreement will help preserve and increase the ad valorem tax base of the City. The City finds that the Developer's land adjoins the capital improvement or is within five (5) miles of the capital improvement. The five (5) miles is the specified distance required in Section 395.081 of the Texas Local Government Code.

23. Notwithstanding any other provision hereof, the City shall not be obligated to provide payment to Developer under this Agreement until Developer has met all requirements of this Agreement, including, but not limited to, the City's approval of the improvement work as set forth in Paragraph 4 and the City's determination that Developer has furnished satisfactory evidence that all obligations described in Paragraph 8 have been paid, discharged or waived. Determination of whether Developer has furnished satisfactory

evidence that all such obligations have been paid, discharged or waived shall be in the sole discretion of the City.

EXECUTED in duplicate the day and year first above written.

CITY OF MIDLAND, TEXAS

By: _____
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

MIDCAMP PROPERTIES, LLC

By: _____
S. Venkeatesan, President

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared S. VENKEATESAN, 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 MIDCAMP PROPERTIES, LLC, in the capacity therein stated.

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

Notary Public, State of Texas



NEWTON ENGINEERING, PC

4910 N. Midkiff Rd.
Midland, Texas 79705
(432) 770-0499

F-13856

January 12, 2012

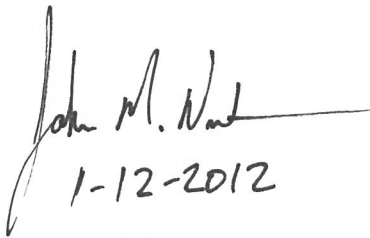
David Beard, PE
Director of Development Services
City of Midland Texas
300 N. Loraine
Midland, Texas 79702

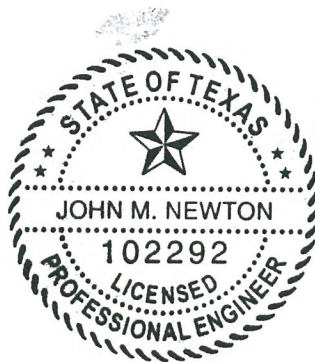
RE: MIDLAND RV PARK

Mr. Beard:

On behalf of my client, MIDLAND RV PARK, Mr. Venky Pillai, we are asking the City of Midland to consider entering into a development agreement for the construction of 4890 feet 8" C-900 Water Main to Midland RV Park. I have enclosed a drawing of the line extension and construction cost estimate for the public improvements which we are requesting the City of Midland's participation. We are requesting the City of Midland to participate 30% (as stated in the City Code Title XI-6-3. (A) 1.) in the extension of this water main since the extension of this main benefit multiple properties. We request that this item be place on the next scheduled City Council meeting. If you have any question or need any additional information, please do not hesitate to call. Thank you for your consideration.

Sincerely,

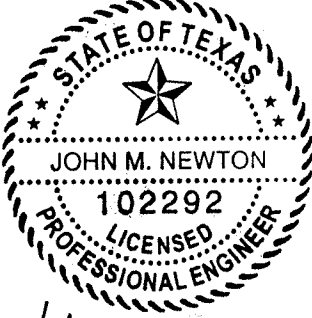

1-12-2012

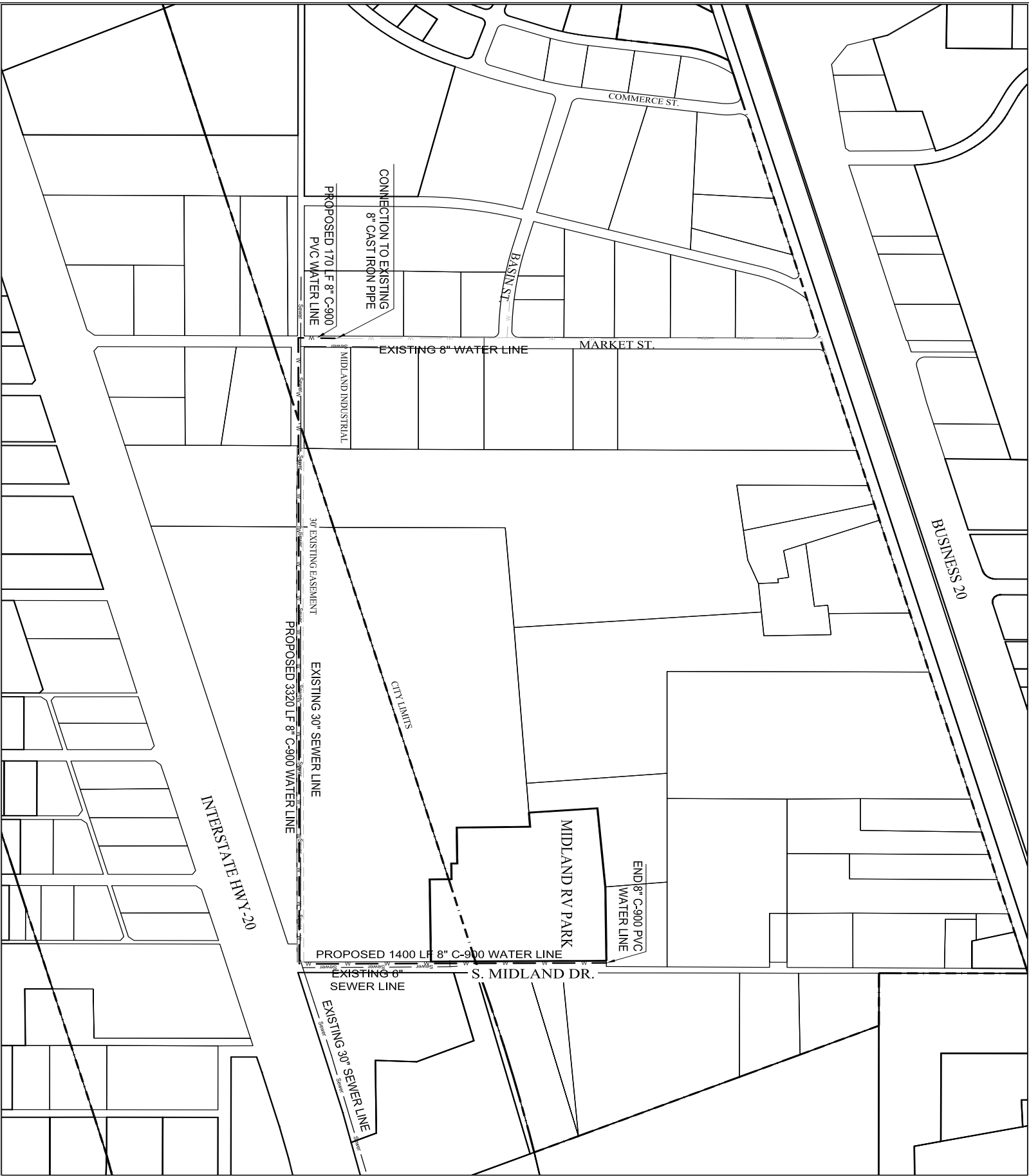


John M. Newton, P.E.

Midland RV Park
Construction Cost Estimate

Description	Qty.	Unit	Unit Price	Est. Price
Water Line				
8" C-900 PVC	4890	LF	\$35.00	\$171,150.00
Total Water				\$171,150.00
30% City Participation				\$51,345.00
70% Midland RV Park				\$119,805.00

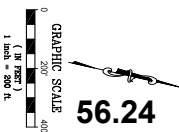

John M. Newton
 1-12-2012



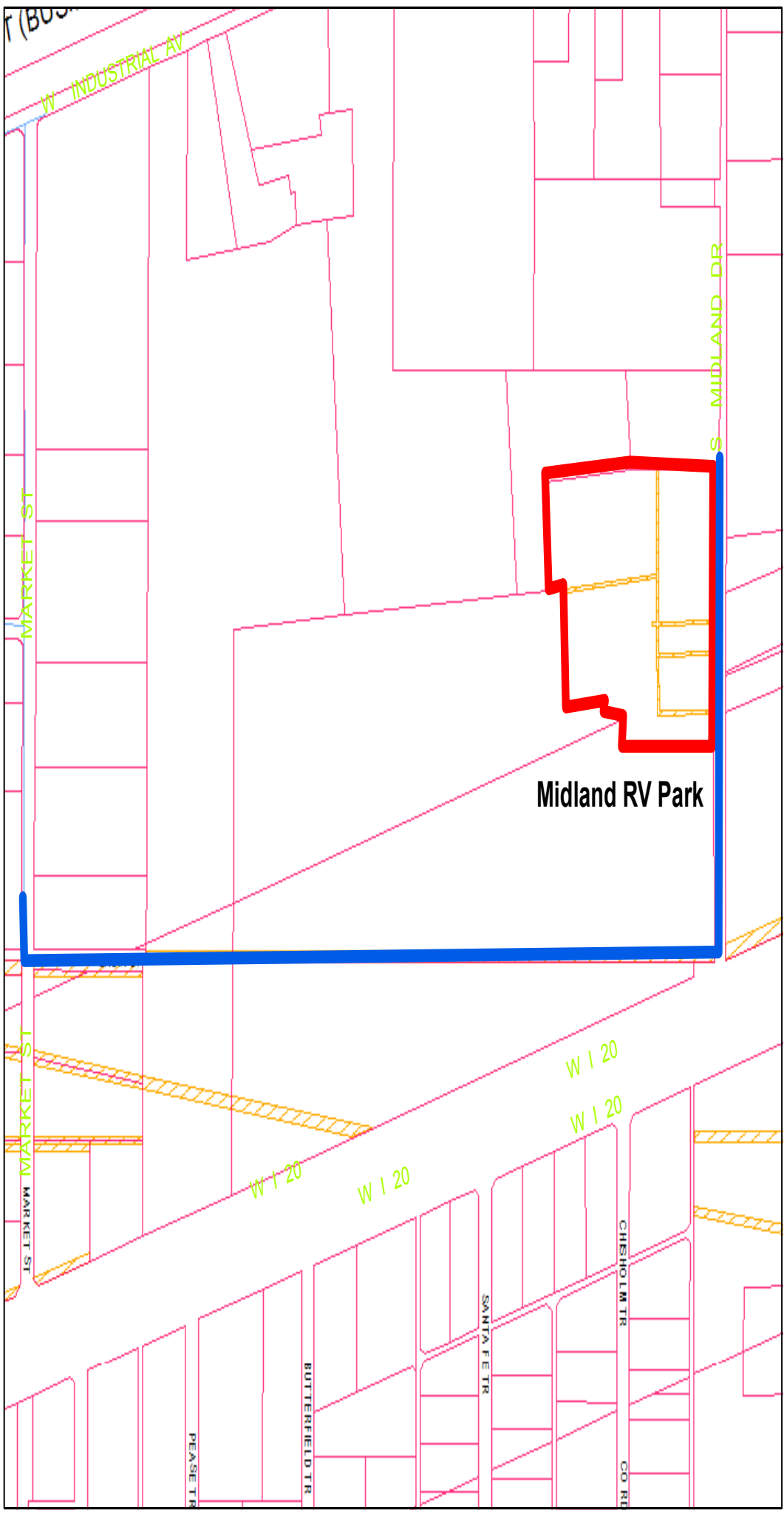
MIDLAND RV PARK
DEVELOPMENT AGREEMENT PROPOSAL



NEWTON ENGINEERING, PC
4910 N. Midkiff Rd.
Midland, Texas
79705
(432) 770-0499
F-13856



Project No. 11-18E0009
Date: DEC 2011
Drawn By: JAH
Checked By:
Scale: 1" = 200'



ENGINEERING SERVICES DEPARTMENT

Midland RV Park

Development Agreement





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Stuart T. Purvis, Director of Utilities

SUBJECT: Laboratory Rates

Purpose:

Consider an ordinance on first reading for changing Ordinance Number 8400 to update the fees charged for Water Bacteriological Testing.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Increase of revenue to pay for actual costs of performing analysis.

Discussion:

The current fee for testing Water Bacteriological Tests, \$12.00, does not cover the cost of performing these tests. It also does not cover the additional tests the laboratory is now accredited to perform. As such, the following fees are recommended:

Sample Type	Bacteria	Testing Type	Price
Drinking Water	Total Coliform (E. Coli upon request)	Presence/Absence	\$18.00
Non-Potable Water	Total Coliform & E. Coli	Enumerated Results (MPN)	\$25.00
Non-Potable Water	Total Coliform & Fecal Coliform	Enumerated Results (MPN)	\$25.00

These fees are comparable to those charged by other laboratories in the area and will reimburse for the cost of performing the test.



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: FEBRUARY 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: TINA JAUZ/COMMUNITY SERVICES DIRECTOR

SUBJECT: FEES FOR PARKS & RECREATION AND GOLF COURSE

Purpose:

Approve an ordinance amending ordinance number 8400, which established fees and charges for Parks & Recreation, the Martin Luther King, Jr. Community Center, and Hogan Park Golf Course.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

An estimated \$115,000 in increased revenue for the Golf Course.

Discussion:

Operational costs have risen in most areas since the last increase in 2006. In regards to the Golf Course, the new fees will help offset the price increase of the new cart fleet. The proposed new fee is an increase of \$1.00 per player for green fees and \$1.22 in additional cart fee for those who choose to ride.

The proposed fees will allow Hogan Park to maintain our goal of being the best value in the area.

Comparison	Weekday	Weekend	Cart Fee per Rider (tax included)
Hogan Park G.C.	\$16.25	\$21.50	\$10.75
Nueva Vista	\$23.00	\$28.00	\$12.00
Ranchland Hills	\$40.00	\$45.00	Carts Included
Ratliff Ranch	\$19.00	\$24.00	\$11.00

In regards to Parks & Recreation, with the renovations of the Martin Luther King, Jr. Community Center, there are a few needs on new rental fees, based on demand. Included in the proposal is a rental fee for the Game Room and a rental fee for the Training Area. Proposed deposits reflect the need to protect the new building and equipment. The entry fee to the facility will remain the same.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING FEES AND CHARGES OF THE CITY OF MIDLAND COMMUNITY SERVICES DEPARTMENT, ANIMAL SERVICES, PARKS AND RECREATION, HOGAN PARK GOLF COURSE, HEALTH AND SENIOR SERVICES, AND UTILITIES DEPARTMENT; AND REPEALING ORDINANCES SPECIFICALLY IN CONFLICT WITH SUCH FEES AND CHARGES ESTABLISHED HEREIN

WHEREAS, the City Council finds it to be in the public interest to establish fees and charges of the City of Midland Community Services Department, Animal Services, Parks and Recreation, Hogan Park Golf Course, Health and Senior Services and Utilities Department; and

WHEREAS, the City Council finds it to be in the public interest to repeal all previous Ordinances in conflict with the fees and charges established herein;

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

SECTION ONE. That the fees to be charged to the general public at Hogan Park Municipal Golf Course shall be as set forth in Exhibit “A,” attached hereto and incorporated herein for all purposes.

SECTION TWO. That the fees and charges set forth in Exhibit “B,” attached hereto and incorporated herein for all purposes, shall be charged to individuals or groups receiving services or using the facilities set forth in Exhibit “B”.

SECTION THREE. That the fees and charges of the Midland Health and Senior Services Division shall be as set forth in Exhibit “C,” attached hereto and incorporated herein for all purposes.

SECTION FOUR. That the fees and charges of the Midland Animal Services Division shall be as set forth in Exhibit “D,” attached hereto and incorporated herein for all purposes.

SECTION FIVE. That the fees and charges of the Midland Utilities Department

shall be set forth in Exhibit “E,” attached hereto and incorporated herein for all purposes.

SECTION SIX. That previous Ordinances establishing or amending fees and charges of the City of Midland Community Services Department, Animal Services Division, Parks and Recreation, Hogan Park Golf Course, Health and Senior Services Division, and Utilities Department, that are specifically in conflict with this Ordinance, are hereby repealed. The only fees and charges amended are those specifically mentioned in this Ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

HOGAN PARK GOLF COURSE FEE SCHEDULE
36 HOLES (18-QUAIL CSE. & 18-ROADRUNNER CSE.)

The Roadrunner Course is a links style layout with Bermuda grass tees and fairways and bentgrass greens. The Quail Course is more traditional since it was constructed in 1959. It has Bermuda grass tees, fairways and poa/bentgrass greens. There are four sets of tees on each course: Roadrunner Course/Quail Course, Blue 6925/6595 yds, Red 6425/6310 yds., Gold 5875/5920 yds., White 5470/5770 yds., with slope ratings from 113 to 108.

Hogan Park Golf Course is open year round.

APRIL – SEPTEMBER 7:00 AM - Dusk

OCTOBER – MARCH 7:00 AM - Dusk

GOLF SHOP PHONE 432-685-7360

FEE SCHEDULE:

Weekdays	$\$12.50 + 1.00 + 2.75 =$ \$16.25
Weekdays late 2 P.M.	$\$ 9.75 + 1.00 + 2.75 =$ \$13.50
Weekdays late 4 P.M.	$\$ 7.25 + 1.00 + 2.75 =$ \$11.00

Weekend and Holidays	$\$17.50 + 1.00 + 2.75 =$ \$21.25
Weekend late 2 P.M.	$\$12.50 + 1.00 + 2.75 =$ \$16.25
Weekend late 4 P.M.	$\$ 7.25 + 1.00 + 2.75 =$ \$11.00

Junior	\$7.50
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Senior (60 years of age)	
9 Hole Rate (before 11:30)	$\$ 6.25 + 1.00 + 2.75 =$ \$10.00
Weekdays	$\$ 9.50 + 1.00 + 2.75 =$ \$13.25

ANNUALS FEES:

Seniors (65 and older)	\$450.00	(exclusive of weekends and holidays) plus PFC & CIF per round
Juniors (12-17)	\$125.00	(June 1-August 31, exclusive of weekends and holidays)

CART FEES:

9 Hole	$\$ 9.93 + \text{tax}$	(\$10.75)	(\$4.97+tax per rider)
18 Hole	$\$19.86 + \text{tax}$	(\$21.50)	(\$9.93+tax per rider)

PFC: \$ 1.00 (Juniors, High School & College Excluded))

CIF: \$ 2.75 (Juniors, High School & College Excluded)

HIGH SCHOOL ROUNDS: \$2.00

COLLEGE ROUNDS: \$4.00

TEE TIMES: Required for all weekends and holidays. Phone 432-685-7360.

For regular weekends and Monday holidays tee times are made on Friday before the weekend at 6:45 in person or 7:00 by phone. Limit one tee time per person per day.

For holidays falling on Tuesday – Friday tee times can be made starting at 12:00 noon two days prior.

DECLARED HOLIDAYS ARE: New Year's Day, MLK, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after, golf course is closed on Christmas Day.

SPECIAL EVENTS:

Summer Junior Golf Program begins the second week in June for ages 9-17.

Midland Men's City Golf Championship the first Thursday – Sunday in August.

Boy Scouts of America Pro-Am golf tournament is the last Monday in August.

Many Corporate, Civic, Leagues, Clinics and Charity events all season long.

GOLF LESSONS: PGA Professional instruction is available by appointment by calling 685-7360



Proposed Fee Changes: Parks & Recreation

February 28, 2012

PARKS	Current Deposit	PROPOSED DEPOSIT	Current Rental	PROPOSED RENTAL
Bradford	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Dennis the Menace	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Hidalgo	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Hogan	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Kiwanis	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Martin Luther King, Jr.	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Pioneer	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Reyes/Mashburn/Neilms	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Tumbleweed	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Ulmer	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Wadley /Barron	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Washington	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Windlands	\$ 100.00	No Change	\$30 - \$40 - \$60	No Change
Beal Ranch House	\$300 - No Alcohol	No Change	\$50 per hour	No Change
	\$500 Alcohol	No Change	\$50 per hour	No Change
Pools	Current Deposit	PROPOSED DEPOSIT	Current Rental	PROPOSED RENTAL
Doug Russell Pool: Entry Fee	N/A	N/A	1.00	No Change
Doug Russell Pool Rental	\$ 250.00	No Change	\$300 from 7-9pm/No AccessT&TH	No Change
Washington Pool: Entry Fee	N/A	N/A	1.00	No Change
Washington Pool Rental Fee	\$ 250.00	No Change	\$300 from 7-9pm/No AccessT&TH	No Change
Miscellaneous	Current Deposit	PROPOSED DEPOSIT	Current Rental	PROPOSED RENTAL
Movie Screens	\$ 1,000.00	No Change	\$500 Standard	\$500 for All Rentals
			\$300 Non Profit	
Bleachers	\$ 100.00	No Change	\$100 Flat Fee	No Change
Portable Stage	\$ 100.00	No Change	\$100 Flat Fee	No Change
Show Mobile	\$ 1,000.00	No Change	\$250 for 4 Hours Standard	\$250 for 4 Hours All Rentals
			\$500 for 8 Hours Standard	\$500 for 8 Hours All Rentals
			\$150 for 4 Hours Non-Profit	
			\$300 for 8 Hours Non-Profit	
Temporary Fencing	\$ -	\$ 200.00	\$10 Per Panel	No Change

**Midland Health & Senior Services
3303 West Illinois, Space 22
Midland, TX 79703
(432) 681-7613**

**Schedule of Fees
October 1, 2005**

Nursing Services:

Testing for Sexually Transmitted Disease \$10.00*

HIV Testing \$10.00*

STD Clinic Treatments Dr. Visit \$10.00*

Pregnancy Test \$5.00*

Blood Pressure Check No Fee

Immunization for Children (age 2 months -18 years) \$10.00**

Immunization for Adults (excluding Hepatitis B or Hepatitis A) \$10.00*

Hepatitis B Vaccine for Adults (age 19 and over) \$40.00 per injection

Hepatitis A Vaccine for Adults (age 19 and over) \$40.00 per injection

Influenza Vaccine \$10.00*

Pneumonia Vaccine for Adults \$10.00*

TB Test \$10.00

***Sliding Scale Fee System**

****Sliding Scale Fee System or Medicaid**

***No One Will Be Denied Services Due to the Inability to Pay**

Environmental:**Permit Fee Charges**

Mobile Food Vendor (January - December)	\$100.00
Mobile Food Vendor - Seasonal from April 1 - Sept. 30	\$60.00
Temporary Permit - 14 days or less - Fairs, Carnivals, Circus, Public Exhibition	\$40.00
Non Profit Organizations	\$20.00
Food Service Establishments - (Restaurant, Or On-Premises Consumption) or Retail Food Store (Grocery Or Off Premises Consumption) Or Warehouse Distributors	
1 thru 5 employees	\$100.00
6 thru 10 employees	\$150.00
11 or more employees	\$175.00
Grocery/Convenience stores add additional fee of \$25.00 each for: Deli, Bakery, or Meat Market	
Daycare Permit	\$80.00
Foster Care Permit	\$30.00
Swimming Pool Permit - per pool or spa	\$75.00
Septic System Permit - Residential	\$100.00
Septic System Permit - Commercial	\$150.00
Pigeon Loft Permit	\$5.00

Miscellaneous:

Copy of Immunization Record - no fee

Copy of Existing Septic System Approval \$10.00



Fee Schedule

Impoundment Fees

Unaltered Impoundments		\$80
1 st Impoundment	(Altered)	\$25
2 nd Impoundment		\$50
3 rd Impoundment		\$60
Livestock Impoundment		\$100

License Fees

Yearly License		\$7
Replacement Tag	(with proof of current Rab. Vacc.)	\$1
License Transfer	(with proof of current Rab. Vacc)	\$1
Dangerous Dog		\$50
Kennel License		\$25

Pets Program

\$10

Adoption Fees

Cats/Dogs/Ferrets	(includes microchip)	\$35
Ducks, Rabbits		\$5
Surgery Deposit		\$10
Auction Fees		Highest Bid

Board Fees

Main Kennels	\$6 (per day)
Quarantine	\$8 (per day)

Pick Up Fees

Pets	\$15
Deceased Dogs, Cats, and Ferrets	\$10
Deceased Small Livestock	\$25
Deceased Livestock (within the City limits)	\$75

Transport Fee to Veterinarian

\$15

Micro Chipping (owned animals only)

\$15

Dog Dipping

\$15 per animal

Bottle Dip

\$10

Euthanasia Fee

\$15

Residential Euthanasia Fee

\$20



Fee Schedule

Rabies Investigation Fees

Rabies Specimen Preparation Fee	\$15
Rabies Specimen Shipment Fee	\$15
Home Quarantine Fees	\$3 (per day)

Cremation Fees

Private Cremations

0-30 lbs	\$90
30-60 lbs	\$110
60-90 lbs	\$130
over 90 lbs	\$180

Communal Cremations

0-30 lbs	\$30
30-60 lbs	\$45
60-90 lbs	\$65
over 90 lbs	\$90

Miscellaneous Fees

Scatter Ashes	\$15
Animal Pickup (for cremation)	\$15
Deliver Ashes	\$15
Mail Ashes	\$10
Purchase of Urn (communal)	\$10

Permits

Temporary Wildlife Permit	\$25
Livestock Exhibition Permit	\$25
Off Leash Permit	\$5

Attached Are Drug Burning Fees (If Passed)

Revised: August 16, 2005

**CITY OF MIDLAND
DEPARTMENT OF UTILITIES
FEES SCHEDULE
BACTERIOLOGICAL TESTING**

Sample Type	Bacteria	Testing Type	Price
Drinking Water	Total Coliform (E. Coli upon request)	Presence/Absence	\$18.00
Non-Potable Water	Total Coliform & E. Coli	Enumerated Results (MPN)	\$25.00
Non-Potable Water	Total Coliform & Fecal Coliform	Enumerated Results (MPN)	\$25.00

Exhibit "E"

[illegible]



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012
TO: CITY COUNCIL/CITY MANAGER
FROM: Stuart T. Purvis, Director of Utilities
SUBJECT: Water Rates

Purpose:

Consider an ordinance on first reading for changing the structure of water rates.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Fiscal impact should be minimal. Instituted to encourage compliance with existing delivery limitations by the Colorado River Municipal Water District.

Discussion:

Current inside city water rates and structure are as follows:

All customers other than apartments:

Base Rate (includes first 2,000 gallons)	\$14.35
Water usage between 2-10,000 gallons/month	\$3.26 per thousand gallons
Water usage between 10-25,000 gallons/month	\$3.91 per thousand gallons
Water usage above 25,000 gallons/month	\$4.50 per thousand gallons

Apartments:

Charge per unit for first 2,000 gallons/month pursuant to criteria for calculating apartments	\$11.50 per unit
--	------------------

All rates are subject to a 2.5% increase on an annual basis unless modified by the City Council.

Proposed inside city water rates and structure are as follows:

All customers other than apartments:

Base Rate (includes first 2,000 gallons)	\$14.35
Water usage between 2-10,000 gallons/month	\$3.26 per thousand gallons
Water usage between 10-25,000 gallons/month	\$19.55 per thousand gallons
Water usage above 25,000 gallons/month	\$22.50 per thousand gallons

Apartments:

Charge per unit for first 2,000 gallons/month pursuant to criteria for calculating apartments	\$11.50 per unit
--	------------------

All rates are subject to a 2.5% increase on an annual basis unless modified by the City Council.

Variances may be granted by the City Manager for usage above 10,000 gallons per month.

January usage (2010 numbers) indicate that only 18% of the water bills show usage above 10,000 gallons per month and only 4.5% are above 25,000 gallons per month. This indicates that the proposed changes will be of little or no impact to the indoor usage of most residential customers. Instead, the outdoor usage will have the greatest impact to the water bills. Those customers who choose to water their landscaping at excessive levels and during periods when enforcement is difficult will see the greatest potential increase to their utility bills.

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE III, "DEPARTMENTS", CHAPTER 1, "WATER DEPARTMENT", SECTION 2, "RATES," SUBSECTION (A), "CUSTOMERS INSIDE OF CITY LIMITS," OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO CHANGE THE RATES CHARGED FOR WATER AND SEWER SERVICES; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION; AND THE CITY MANAGER SHALL NOTIFY ALL CUSTOMERS OUTSIDE THE CITY LIMITS AS REQUIRED BY STATE LAW

WHEREAS, the rates or charges for water and sewer services provided by the City of Midland need to be revised in order to adequately compensate the City for such service; and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to revise and change the rates or charges for water and sewer services provided by the City of Midland;

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

SECTION ONE. That Title III, "Departments," Chapter One, "Water Department" Section 2, "Rates," Subsection (A), "Customers Inside of City Limits," of the City Code of Midland, Texas, shall be amended to hereafter read as follows:

3-1-2 **RATES:**

(A) Customers Inside of City Limits:

1. **Water Rates:** The monthly water rates or charges for services furnished by the City's waterworks system shall be as follows:
 - (a) Except for sub-section (b) below, for all customers other than apartments, the following charges shall apply:
 - i. The minimum charge shall be \$14.35 for the first 2,000 gallons or less;
 - ii. \$3.26 per 1,000 gallons for all water usage exceeding 2,000 gallons up

- to 10,000 gallons;
 - iii. \$19.55 per 1,000 gallons for all water usage exceeding 10,000 gallons up to 25,000 gallons;
 - iv. \$22.50 per 1,000 gallons for all water usage exceeding 25,000 gallons.
 - (b) For all non-residential customers other than apartments, with non-irrigation demands for January and February exceeding 10,000 gallons per month (as determined by the City Manager or his designee), and who are also identified on Attachment “A,” the following charges shall apply:
 - i. The minimum charge shall be \$14.15 for the first 2,000 gallons or less;
 - ii. \$3.26 per 1,000 gallons for all water usage exceeding 2,000 gallons up to 10,000 gallons;
 - iii. \$3.91 per 1,000 gallons for all water usage exceeding 10,000 gallons up to 25,000 gallons;
 - iv. \$4.50 per 1,000 gallons for all water usage exceeding 25,000 gallons.
 - v. The City Manager may amend Attachment “A” as he finds necessary.
 - (c) All water rates will increase by 2.50% each year on the anniversary of the effective date of this ordinance unless otherwise modified by the City Council.
 - (d) For apartments, the minimum charge shall be \$11.50 per unit for the first 2,000 gallons or less per unit such that the minimum charge for an apartment complex of 100 units would be \$1,150.00 for the first 200,000 gallons or less of water used. Apartment units shall be calculated pursuant to Subsection (B) of this Section.
2. Sewer Rates: The monthly rates or charges for services provided to users of the City’s sewer system shall be as follows:
- (a) Residential: \$15.75 per month minimum.
 - (b) Commercial:
 - (1) \$15.75 per month minimum.

(2) \$0.63 per 1,000 gallons for water usage between 25,000 gallons and 500,000 gallons.

(3) \$0.48 per 1,000 gallons for all water usage over 500,000 gallons used per billing cycle.

(c) For purposes of the above sewer rates, multiple dwellings will be classified on the basis of each apartment as a separate unit. Commercial rates shall apply to all non-dwelling users. Numbers of apartments shall be calculated pursuant to Subsection (B) of this Section.

(d) All sewer rates will increase by 2.50% each year on the anniversary of the effective date of this ordinance unless otherwise modified by the City Council.

SECTION TWO. That this ordinance shall be effective on April 1, 2012.

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 law as an alternative method of publication.

SECTION SIX. The City Manager shall notify all customers outside the City limits of the rate changes as required by state law.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2012; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2012, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: February 28, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-002a; consider a resolution approving an amendment to an oil and gas well drilling permit for Bluestem Energy (Evans "D" #1) on the east side of Midland Drive, north of Mockingbird Lane.

Purpose:

To consider an amendment to Resolution 2011-282 on a request from Bluestem Energy to drill an oil and gas well on property located 1,021' FNL and 1,041' FWL of the land described as Section 8, Block "X", H.P. Hilliard Survey, Midland County, Texas. Council approved the proposed drill site on December 13, 2011; however, the applicant is requesting consideration of amended drilling conditions.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

N/A

Discussion:

The amended conditions proposed by Bluestem Energy are listed below. These do not require review by the Oil and Gas Advisory Committee because this is a requested drilling permit amendment.

REVISION #1: Attached is an Amendment to Application for Oil and Gas Permit where on page 2, we have modified the text regarding the manner in which our electrical lines will be installed. These changes are in accordance with our Surface Agreement with the surface

owners.

REVISION #2: Attached is a Revised Exhibit “E”, (Plat Setting our Surface Culture), for the Amendment which modifies the original Exhibit “E” in accordance with the following:

- Adds a 200' x 200' frac pit to be located adjacent to and south of the Evans G #1 well location.
- Changes the electric power designation from "underground electric" to "overhead electric".
- Changes the pipeline designation from “3" pipeline" to “3" - 6" flowlines".
- Adds a well test facility to the Evans J #1 location to accommodate combining a well location with a well test facility.
- Revises the location and size of the central tank battery, (“CTB”) location that we plan to install in the Northeast corner of the Evans Lease. The new location honors the 135' ROW ordinance for tanks and facilities.
- Revises the drilling pad sizes and orientations to reflect our current drilling rig footprint.
- Adds the oil and gas pipelines to the oil purchase line and to WTG which crosses the Evans lease from the CTB.
- Adds a Vapor Recovery Unit, (“VRU”) with associated compressor equipment to contain the fugitive emissions from the tanks and the equipment at the CTB. Please note that we feel that the addition of a VRU is the most prudent manner of conducting our operations on the Evans lease, even though it is not a requirement of the Drilling Ordinance. A Quincy QRNG 4125 30 HP compressor, manufactured by Seimens will be installed to power the VRU. This unit is a single stage reciprocating, 900 RPM unit. Bluestem hereby requests a variance to paragraph L. 19, which provides that no compressors can be located at the CTB. This compressor is mounted on a skid that measures 5' x 6' with 4" cross members. Electricity will be the power source and the decibel level for the compressor is 80 decibels.

REVISION #3: Attached is a Revised Exhibit “G”, (Location Site Plan) for the Amendment which sets out the same information as REVISION #2 above.

REVISION #4: Attached is a Revised Exhibit “N”, (Concept Plan), for the Amendment which sets out the same information as REVISION #3 above.

REVISION #5: Attached is a Revised Exhibit “O”, (Closure of Pit Plan), which sets out in great detail the schematic of the drilling location.

Attachments: Application, Exhibit A (letter); Exhibits E,G, N and O; Drill site location.



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 07/22/2011	Operator Name (must match W-1) Bluestem Energy Holdings, LLC	Operator Address 301 Commerce St, Ste. 2001, Fort Worth, TX 76102
Representative Name Wendell Brown	Representative Address (within Midland City Limits) 400 W. Illinois, Ste. 1630, Midland, TX 79701	Rep. Tele. (432) 687-4414 Rep. Fax (432) 682-4497
Fee: \$4,000.00 Rec'd Yes ☐ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: Wendell Brown, No.1 (432) 687-4414, No.2 (432) 889-5080 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____ Option B: Wendell Brown, No.1 (432) 687-4414, No.2 (432) 889-5080 Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): _____ Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Same as above		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]).		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1. Evans Resources, LP, P.O. Box 7962, Midland, TX 79708		
2. Joy D. Anguish Trust and David D. Anguish Trust, P.O. Box 2749, Longview, TX 75606		
3. Anguish Partnership, P.O. Box 63, Midland, TX 79702		
ATTACHED AS EXHIBIT C is (a Title Opinion by <u>Robert Rendall</u>, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)].		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Farming		
ATTACHED AS EXHIBIT D is (a Title Opinion by <u>Robert Rendall</u>, a licensed Texas Attorney/a Take-off from _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)].		

ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: Evans "D" #1

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See attached Exhibit V

Legal Description of Proposed Well Site:

1021' FNL and 1041' FWL, Sec. 8, Blk. X, Hilliard Survey

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: none

(2) Operations: none

Description of water source to be used during Drilling:

Evans water wells located in N/2 of Sec. 8, Blk. X, Hilliard Survey

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

All electric lines will be overhead for the immediate future. Ultimately, electrical lines will be buried in the proposed corridors as shown on Exhibit N, in accordance with the Surface Agreement dated November 3, 2010 between Operator and the Surface Owner.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

BLUESTEM ENERGY HOLDINGS, LLC

By: _____

Wendell Brown, Consultant

COUNTY OF MIDLAND

}

STATE OF TEXAS

}

Wendell Brown, personally appeared before me, and being first duly sworn declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Pam Kirby

Notary Public, State of Texas



1F1

SEC 8, BLK 39, T-1-S

PDHD

204

1021' FNL

1041' FWL

AE

SEC 8, BLK X, H P HILLIARD

SEC 7, BLK X, H P HILLIARD

PDHD 395

PDHD

53

PDHD 395

1F1

SEC 5, BLK X, H P HILLIARD

LOCATION AND ZONING MAP

O - 11 - 002

Scale: 1" = 600'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1021' FNL and 1041' FWL, Section 8, Block "X", H. P. Hilliard Survey, Midland County, Texas.

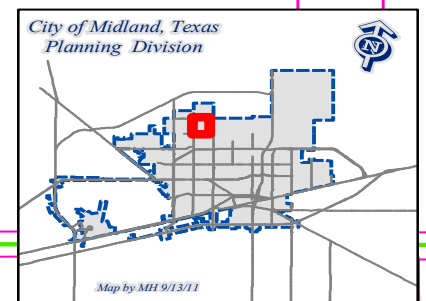
Evans "D" #1

LEGEND

 CITY PARCELS	 PUBLIC BLDGS	 CITY LIMITS
 SURVEY SEC.	 PRIVATE BLDGS	 860 FT. BUFFER
 ZONING	 ACCESSORY BLDGS	

ZONING DISTRICTS:

FD PD AE 1F1, 1F2, 1F3 MH TH 2F MF1, MF2	FUTURE DEVELOPMENT PLANNED DISTRICT AGRICULTURE ESTATE ONE-FAMILY DWELLING MOBILE HOME DWELLING TOWNHOUSE DWELLING TWO-FAMILY DWELLING MULTIPLE FAMILY DWELLING	BP P 01, 02 NS LR1, LR2, LR3 C1, C2, C3 IP, JP1, IP2, IP3 LI HI	BUSINESS PARK PARKING OFFICE NEIGHBORHOOD SERVICE LOCAL RETAIL COMMERCIAL INDUSTRIAL PARK LIGHT INDUSTRY HEAVY INDUSTRY
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BLUESTEM | ENERGY

February 7, 2012

Ron Jenkins
City of Midland Oil and Gas Compliance Officer
300 N. Loraine
Midland, Texas 79702

RE: Revision of City of Midland Oil and Gas Permit
Bluestem Energy Holdings, LLC Evans D 1 Well
Evans Prospect
Midland County, Texas

Dear Ron:

Reference is made to our drilling permit Application for the Bluestem Energy Holdings, LLC Evans D 1 well, which was granted final approval by the City Council on November 8, 2011. As you are aware, several revisions have become necessary to this Application, and this letter and the enclosed attachments shall represent such revisions. Such revisions are set forth below:

REVISION #1: Attached is an Amendment to Application for Oil and Gas Permit where on page 2, we have modified the text regarding the manner in which our electrical line will be installed. These changes are in accordance with our Surface Agreement with the surface owners.

REVISION #2: Attached is a Revised Exhibit "E", (Plat Setting our Surface Culture), for the Amendment which modifies the original Exhibit "E" in accordance with the following:

- Adds a 200' x 200' frac pit to be located adjacent to and south of the Evans G #1 well location.
- Changes the electric power designation from "underground electric" to "overhead electric".
- Changes the pipeline designation from "3" pipeline" to "3" - 6" flowlines".
- Adds a well test facility to the Evans J #1 location to accommodate combining a well location with a well test facility.
- Revises the location and size of the central tank battery, ("CTB") location that we plan to install in the Northeast corner of the Evans Lease. The new location honors the 135' ROW ordinance for tanks and facilities.
- Revises the drilling pad sizes and orientations to reflect our current drilling rig footprint.
- Adds the oil and gas pipelines to the oil purchase line and to WTG which crosses the Evans lease from the CTB.

Ron Jenkins
Page 2
February 7, 2012

- Adds a Vapor Recovery Unit, ("VRU") with associated compressor equipment to contain the fugitive emissions from the tanks and the equipment at the CTB. Please note that we feel that the addition of a VRU is the most prudent manner of conducting our operations on the Evans lease, even though it is not a requirement of the Drilling Ordinance. A Quincy QRNG 4125 30 HP compressor, manufactured by Siemen's will be installed to power the VRU. This unit is a single stage reciprocating, 900 RPM unit. Bluestem hereby requests a variance to paragraph L. 19, which provides that no compressors can be located at the CTB. This compressor is mounted on a skid that measures 5' x 6' with 4" cross members. Electricity will be the power source and the decibel level for the compressor is.

REVISION #3: Attached is a Revised Exhibit "G", (Location Site Plan) for the Amendment which sets out the same information as REVISION # 2 above.

REVISION #4: Attached is a Revised Exhibit "N", (Concept Plan), for the Amendment which sets out the same information as REVISION #3 above.

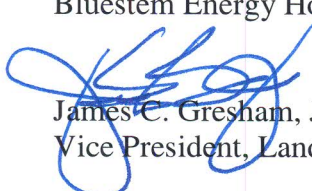
REVISION #5: Attached is a Revised Exhibit "O", (Closure of Pit Plan), which sets out in great detail the schematic of the drilling location.

Also enclosed is a check in the amount of \$1,000.00 as consideration for this Amendment. Please let me know if the attached information is in accordance with your needs.

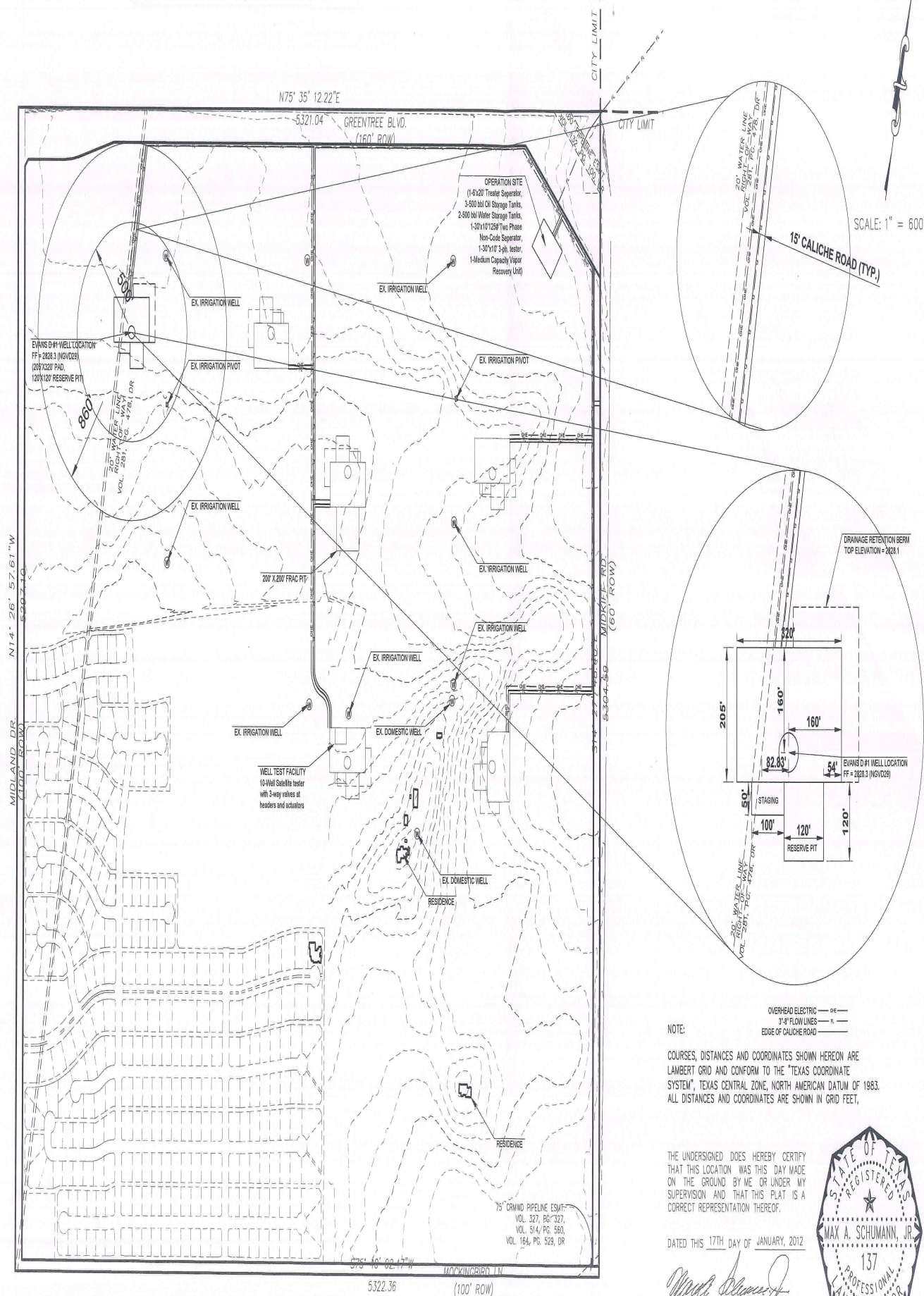
Thank you again for your assistance in this regard.

Sincerely:

Bluestem Energy Holdings, LLC



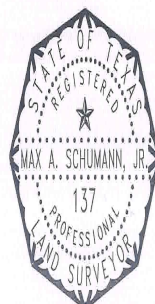
James C. Gresham, Jr. CPL
Vice President, Land



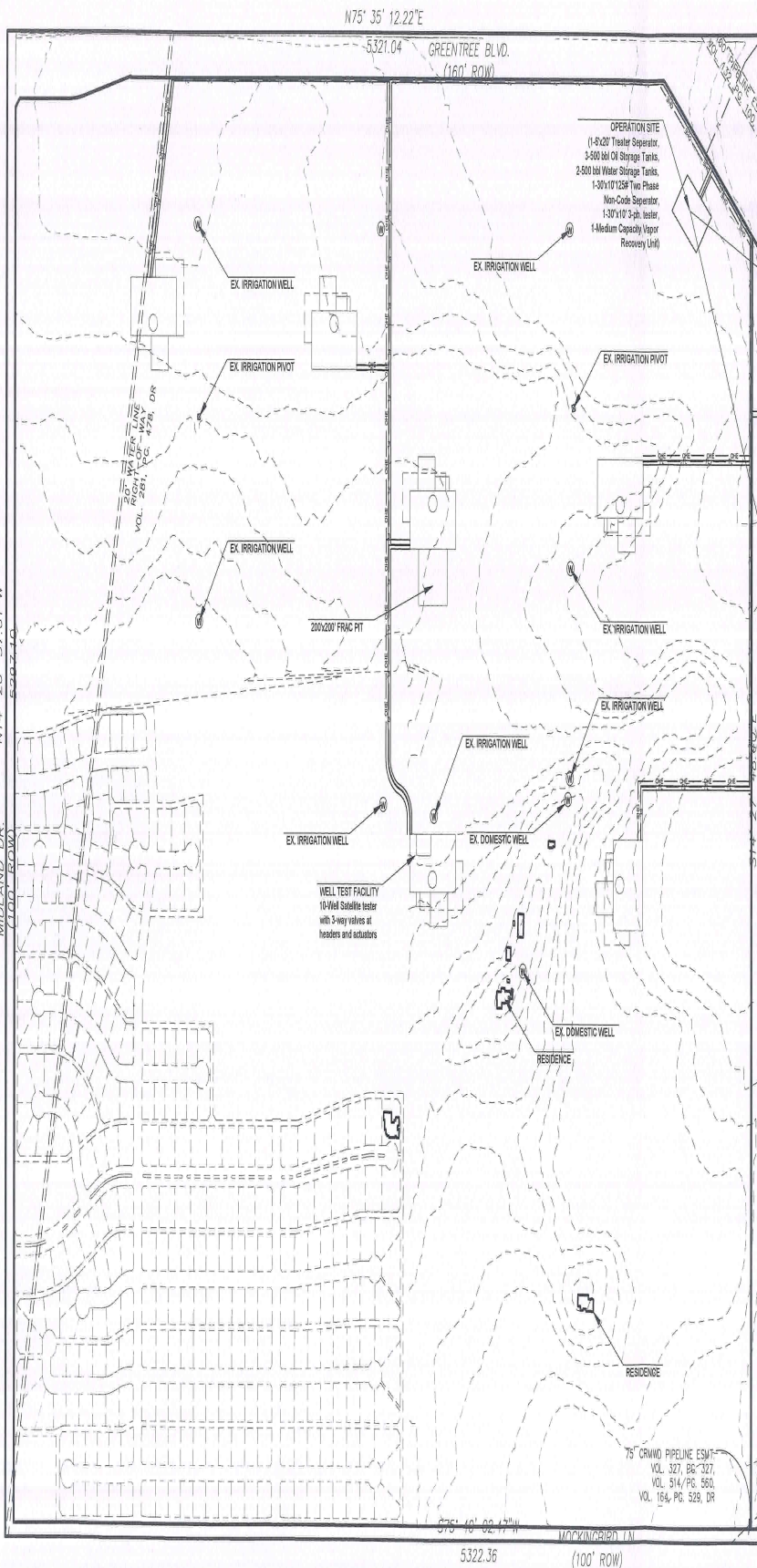
SITE PLAN

BLUESTEM ENERGY HOLDINGS, LLC
WELL NO. EVANS "D" #1 EVANS LEASE
1021 FEET FROM THE NORTH AND
1041 FEET FROM THE WEST LINE
SECTION 8, ABSTRACT 17, BLOCK X,
H.P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Land Surveying
Civil Engineering
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6873

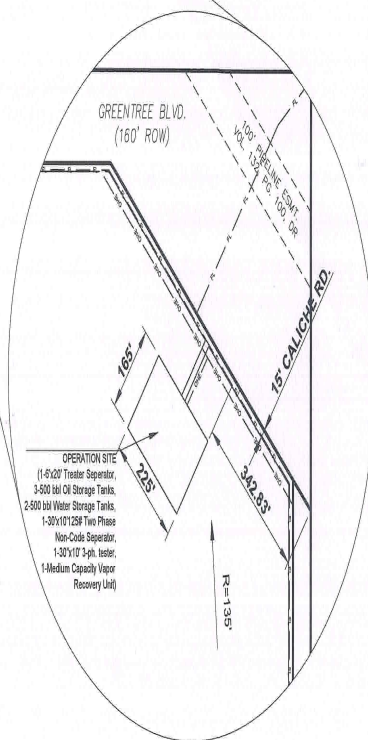


MIDLAND DR. N14° 26' 57.61"W 650.00



CITY LIMIT
CITY LIMIT

SCALE: 1" = 600'



OVERHEAD ELECTRIC ———
3" FLOW LINES ———
EDGE OF CALICHE ROAD ———

NOTE:

COURSES, DISTANCES AND COORDINATES SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES AND COORDINATES ARE SHOWN IN GRID FEET.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS LOCATION WAS THIS DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 23RD DAY OF JANUARY, 2012

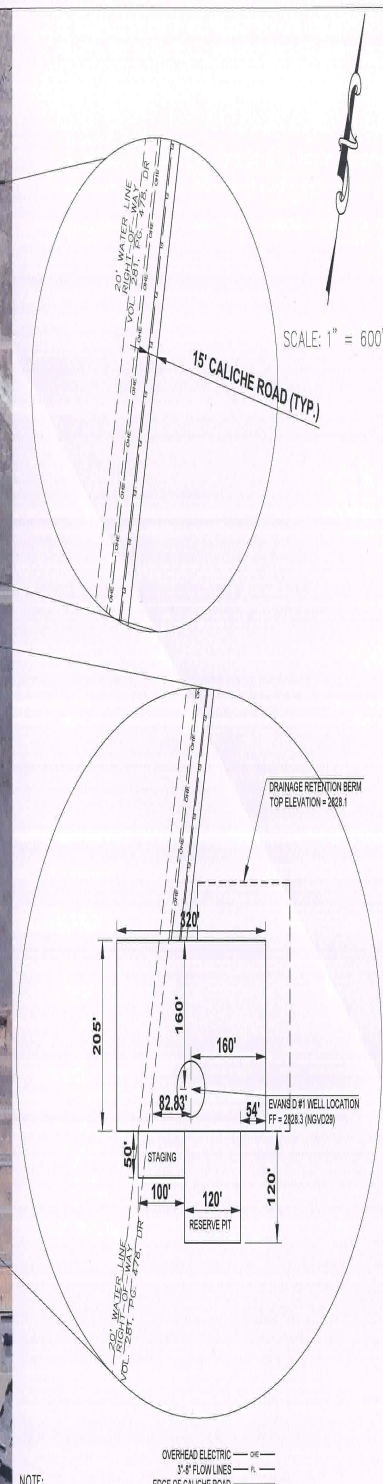
Max A. Schumann, Jr.
MAX A. SCHUMANN, JR.
RPLS 137



SITE PLAN

BLUESTEM ENERGY HOLDINGS, LLC
OPERATION SITE
SECTION 8, ABSTRACT 17, BLOCK X,
T-1-S, H.P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Land Surveying
Civil Engineering
408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6973



NOTE:
COURSES, DISTANCES AND COORDINATES SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES AND COORDINATES ARE SHOWN IN GRID FEET.

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS LOCATION WAS THIS DAY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF.

DATED THIS 17TH DAY OF JANUARY, 2012

Max A. Schumann, Jr.
MAX A. SCHUMANN, JR.
RPLS 137



SITE PLAN

PROJECT: 727470JD
JOB NO: 72,747-B

BLUESTEM ENERGY HOLDINGS, LLC
WELL NO. EVANS "D" #1 EVANS LEASE
1021 FEET FROM THE NORTH AND
1041 FEET FROM THE WEST LINE,
SECTION 8, ABSTRACT 17, BLOCK X,
H.P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS

SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS and NEW MEXICO
Land Surveying
Civil Engineering
408 N. PECOS STREET - P.O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-5548
Fax (432) 684-6973

BLUESTEM | ENERGY

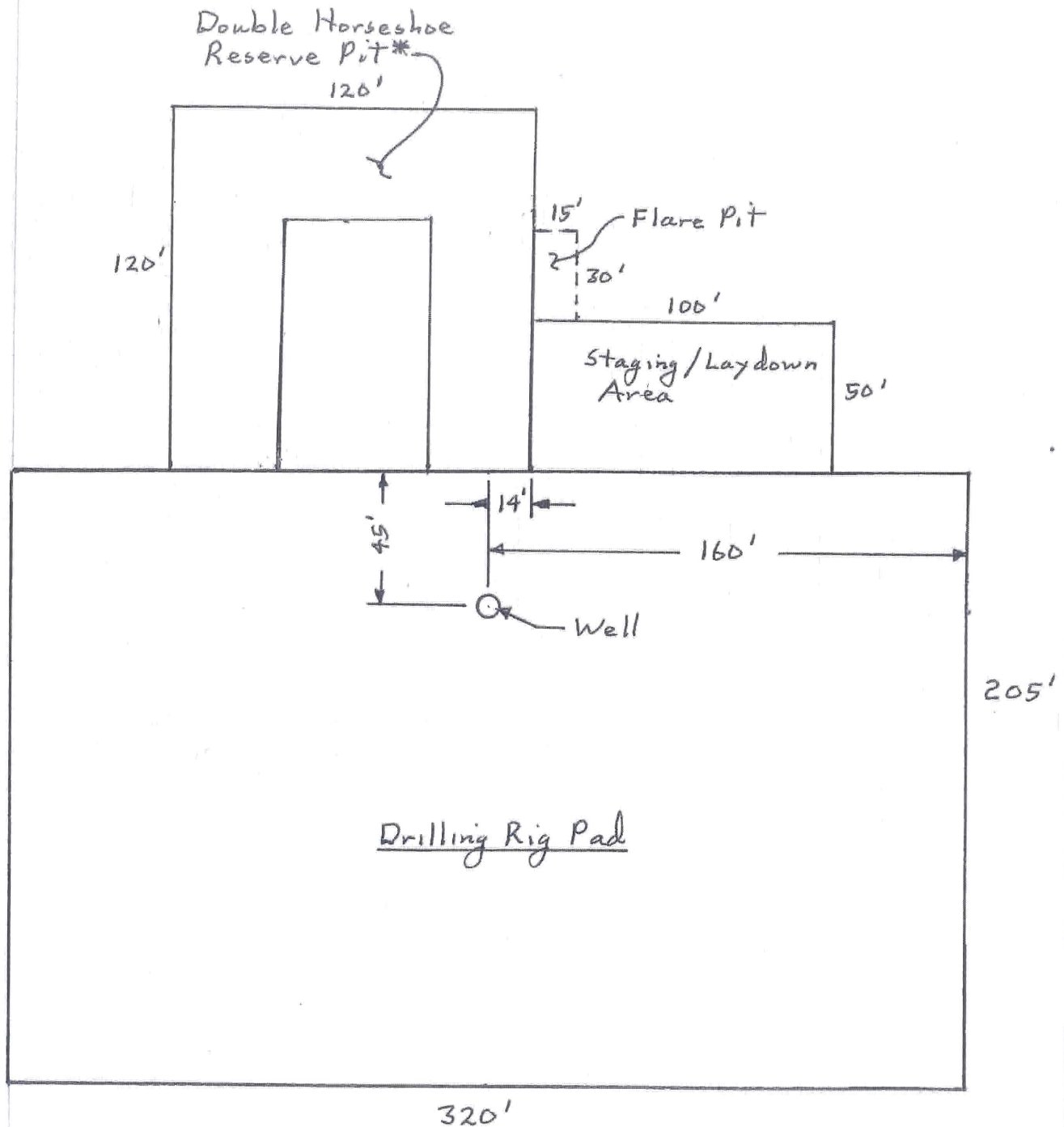
Exhibit O

Reserve Pit:

Bluestem Energy Holdings, LLC will use a 120 ft. x 120 ft. double horse shoe reserve pit for circulation of the mud system. Reserve pit size could increase to 150 ft. x 150 ft. depending on the needs of the drilling operation. This pit will be lined with a 8 mil cross laminated liner and will be fenced on all sides with a four strand barbed wire fence. The pit will be de-watered as soon as drilling and completion operations have been finished. The pit will be deep buried immediately next to the existing pit within 180 days from drilling cessation. The cuttings will be buried and covered with an impermeable liner and covered with 36" of soil. A survey and description of the deep bury pit will be recorded in the real property records as specified in the City of Midland Drilling Ordinance.

Future Stimulation Pit:

Bluestem Energy Holdings, LLC will use a 200 ft. x 200 ft. pit to supply fresh water for the fracture stimulation treatments on the proposed well. This pit will be lined with a 12 mil cross laminated liner and will be fenced on all sides. The pit will be de-watered as soon as drilling and completion operations have been finished on the Evans lease, and will be remediated to meet the surface land owner's requirements. This pit will contain fresh water only; therefore the deep burial requirement in the ordinance (L.27.C.CV) is not applicable.



* Reserve pit size could increase to 150' X 150' depending on the needs of the drilling operation.

Reserve pit 120'x120' w/ horse shoe

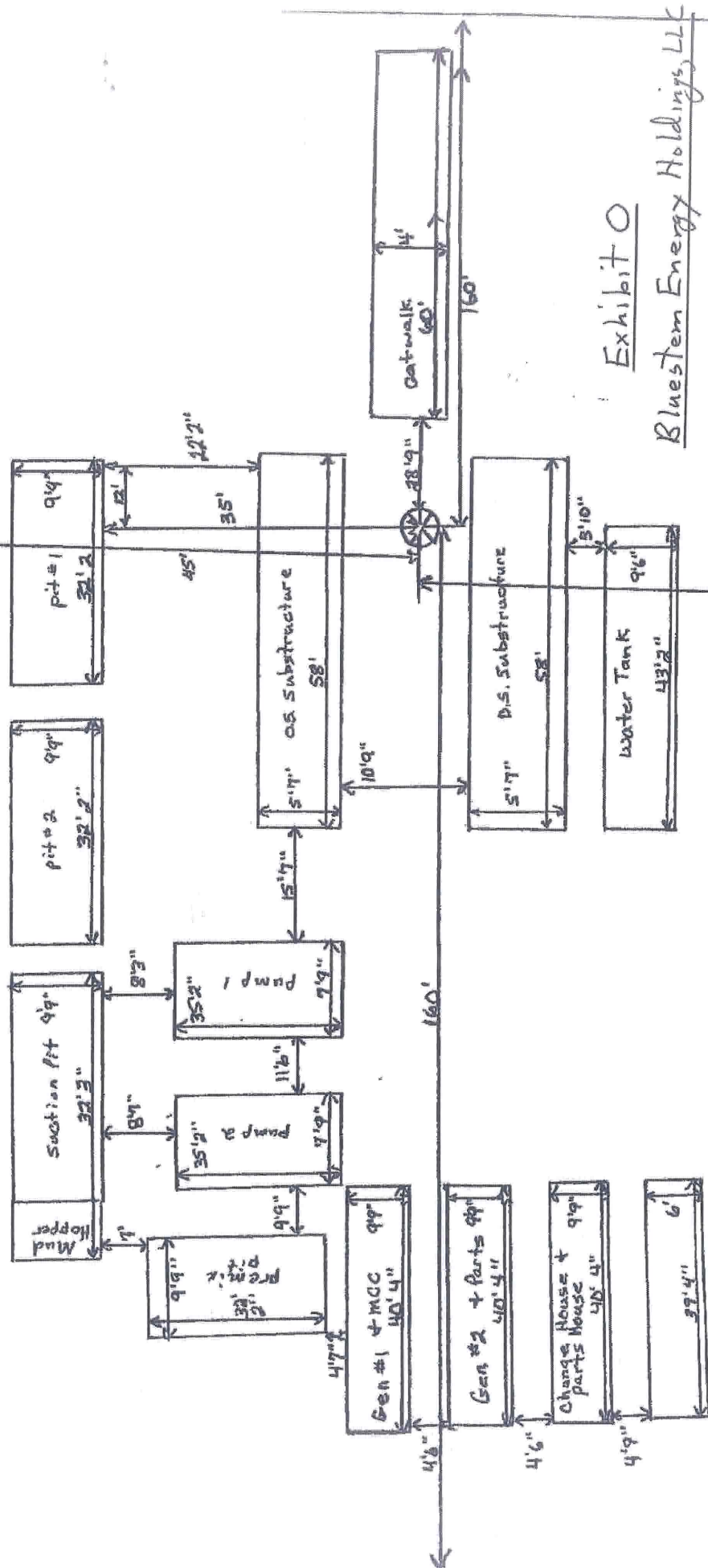


Exhibit O

Bluestem Energy Holdings, LLC

WOT R'g #230

Mouse Hole - 6'4" Ahead @ 30°
Rat Hole - 6'3" Ahead 11' Rt @ 90°

Company Man

Rig Manager

Crew Quarters

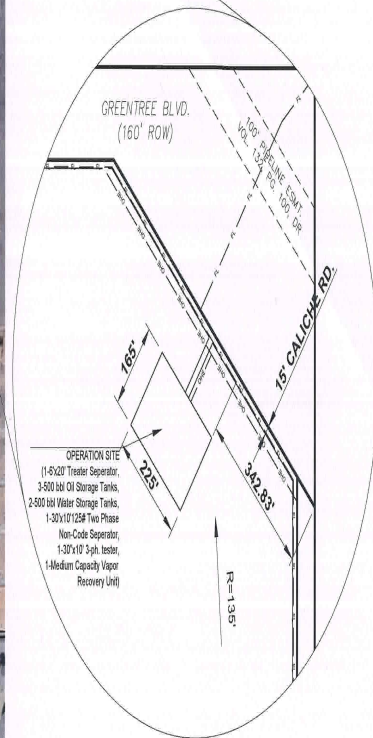


SCALE: 1" = 600'

SITE PLAN

PROJECT: 727470JD
JOB NO: 72,747-D

BLUESTEM ENERGY HOLDINGS, LLC
OPERATION SITE
SECTION 8, ABSTRACT 17, BLOCK X,
T-1-S, H.P. HILLIARD SURVEY,
MIDLAND COUNTY, TEXAS



OVERHEAD ELECTRIC ———
3"-6" FLOW LINES ———
EDGE OF CALLOCK ROAD ———

NOTE:

COURSES, DISTANCES AND COORDINATES SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL DISTANCES AND COORDINATES ARE SHOWN IN GRID FEET.

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DATED THIS 23RD DAY OF JANUARY, 2012

Max A. Schumann, Jr.
MAX A. SCHUMANN, JR.
RPLS 137



SCHUMANN ENGINEERING CO., INC.
REGISTERED PROFESSIONAL CIVIL ENGINEERS
TEXAS AND NEW MEXICO
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408 N. PECOS STREET - P. O. BOX 504
MIDLAND, TEXAS 79702-0504
Office (432) 684-6548
Fax (432) 684-6973

City of Midland
City Secretary's Office
Interoffice Memorandum

Date: February 23, 2012
To: The Honorable Mayor Perry and Council
From: Amy M. Turner, City Secretary
Subject: Membership - Boards and Commissions

Attached is an updated membership listing for the City's Boards and Commissions effective February 23, 2012. Remaining expirations and vacancies are listed below:

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS – Two terms expired on September 30, 2011 and two vacancies for Alternate terms expired on September 30, 2007.

HOTEL/MOTEL TAX ADVISORY BOARD – One vacancy expiring on September 30, 2013.

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION – Two terms expired in November 2011.

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION – Three vacancies expired on January 1, 2007, one term expired on January 1, 2009, two terms expired on January 1, 2010 and one term expired on January 1, 2012.

MIDLAND HOUSING FINANCE CORPORATION – One vacancy expired on September 30, 2010 and two terms expired on September 30, 2011.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD – One vacancy.

PARKS AND RECREATION COMMISSION – One vacancy expired September 30, 2011 and one vacancy expiring September 30, 2013.

PERMIAN BASIN AIRPORT BOARD – Two terms expired on September 30, 2010 (Carlsbad and Hobbs New Mexico) and three terms expired on September 30, 2011.

PLANING AND ZONING COMMISSION – One term expired on September 30, 2011.

TAX INCREMENT REINVESTMENT ZONE BOARD – One term expired on March 20, 2009 (one College representative), seven terms expired on March 20, 2010 and two terms expired March 20, 2011. (Four City representatives, two Hospital representatives, two County representatives and one College representative.)

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT – Two terms expired on September 30, 2011, one vacancy for Alternate term expired on September 30, 2006 and one vacancy for Alternate term expired September 30, 2009.

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

February 28, 2012

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

(Membership-10; Terms - 3 Years expiring 3-3-4.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ronald Schwisow	09/06	Sept 30 2012	Sept 30 2012
Herbert Blankinship	09/06	Sept 30 2012	Sept 30 2012
Jerry Walton	11/09	Sept 30 2012	Sept 30 2015
Mike Owen	10/07	Sept 30 2013	Sept 30 2013
Gregory F. Baiano	09/10	Sept 30 2013	Sept 30 2016
John T. Echols	09/10	Sept 30 2013	Sept 30 2016
Dallas L. Smith	09/10	Sept 30 2013	Sept 30 2016
Earl Erdmann, Chairman	09/08	Sept 30 2014	Sept 30 2014
Brooks Smith	11/11	Sept 30 2014	Sept 30 2017
Don "Woody" Woodward	11/11	Sept 30 2014	Sept 30 2017

Ex-Officio members are Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)

(Membership - 6; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Dr. Tom Green (Veterinarian)	10/07*	Sept 30 2013	Sept 30 2017
Kelly Spencer	09/09	Sept 30 2013	Sept 30 2017
Laura Hollifield	09/08*	Sept 30 2013	Sept 30 2017
Justin Petty	04/07*	Sept 30 2013	Sept 30 2017
Tony Carrillo	09/09	Sept 30 2013	Sept 30 2017
Paul O'Neill	09/09	Sept 30 2013	Sept 30 2017

BUILDING CODES REVIEW COMMITTEE

(Membership – 9; Terms – 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
James Rigger	12/09	Dec 31 2013	Dec 31 2013
Chris Repman	12/09	Dec 31 2013	Dec 31 2013
John Cooper	12/09	Dec 31 2013	Dec 31 2013
Bill Routh	12/09	Dec 31 2013	Dec 31 2013
Tom Woodruff	12/09	Dec 31 2013	Dec 31 2013
Ron Ainsworth	12/09	Dec 31 2013	Dec 31 2013
Walter Pate	12/09	Dec 31 2013	Dec 31 2013
Robert Harrington	12/09	Dec 31 2013	Dec 31 2013
Jerry Morales	12/09	Dec 31 2013	Dec 31 2013

* Indicates appointment to an unexpired term.

CITY DEVELOPMENT ADVISORY COMMITTEE

(Advisory)

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vicky Hailey	09/10	Sept 30 2012	Sept 30 2014
Reggie Lawrence	09/10	Sept 30 2012	Sept 30 2014
Lena Margita	10/09	Sept 30 2013	Sept 30 2013
Alonda Massey`	11/11	Sept 30 2013	Sept 30 2015
Tim Bryson	11/11	Sept 30 2013	Sept 30 2015

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

(Decision Making)

(Membership - 7; Terms - 4 Years expiring 2-2-2-1)

To sunset December 31, 2011

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Joe Molina, Jr.	09/03	Sept 30 2011	Sept 30 2011
James W. Rigger (Architect)	09/99	Sept 30 2011	Sept 30 2011
Don Woodward (At Large)	11/11*	Sept 30 2012	Sept 30 2020
Richard D. Dunham	10/05	Sept 30 2013	Sept 30 2013
Greg Turner	03/11*	Sept 30 2013	Sept 30 2021
Chris Repman	10/07*	Sept 30 2014	Sept 30 2018
Jay K. Bradford	09/10	Sept 30 2014	Sept 30 2018

ALTERNATES:

Vacancy	Sept 30 2007
Vacancy	Sept 30 2007

HOTEL/MOTEL TAX ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy – (Alice Church)	4/11*	Sept 30 2013	Sept 30 2015
Tyler Wolfe	04/11*	Sept 30 2012	Sept 30 2012
Jon S. Blair	02/09*	Sept 30 2012	Sept 30 2014
David Baur	09/10	Sept 30 2013	Sept 30 2014
Lisa Grissom	9/09	Sept 30 2013	Sept 30 2013
Steve Jones	02/09*	Sept 30 2013	Sept 30 2013
Alex Singh-Hotel/Motel Assn. Rep.	09/09	Dec 31 2013	Assn. Appt.
Vicky Hailey (Liaison Officer)			

* Indicates appointment to an unexpired term.

HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Rosie Gransberry	06/08*	Oct 2012	Oct 2012
Norma Duran	11/08*	Oct 2012	Oct 2014
Gregory Maes	11/11	Oct 2013	Oct 2015
Carla Repman, Vice Chairman	09/09	Oct 2013	Oct 2013
James A. Blischke	01/10	Oct 2013	Oct 2013

ALTERNATES:

Dennis Bade	11/11	Oct 2013	Oct 2015
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JOINT ECONOMIC DEVELOPMENT TASK FORCE

(Ad Hoc)

	<u>Appt. Date</u>
(Midland)	
Wes Perry	01/08
LuAnn Morgan	12/00
Keith Stretcher	12/00
Tommy Hudson	08/07
John Breier	01/04
(Odessa)	
Larry Melton	08/01
Jim Morris	11/00
Richard Morton	01/02
Joel Roberts	11/00
Neil McDonald	11/00

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	<u>Appt. Date</u>
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh "Andy" Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

- Indicates appointment to an unexpired term.

MIDLAND CENTER ADVISORY BOARD

(Advisory & Decision Making)

(Membership - 9; Terms - 3 Years expiring 3-2-2.)

		<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Brent Blackburn	(City)	09/09*	Sept 30 2013	Sept 30 2016
Charles Spence	(CC)	11/07	Sept 30 2013	N/A
Lorri Lyon West	(City)	09/10	Sept 30 2013	Sept 30 2016
Patricia S. Blackwell	(City)	10/07*	Sept 30 2014	Sept 30 2014
Paula Mitchell	(City)	09/08	Sept 30 2014	Sept 30 2014
Greg Turner	(CC)	12/11	Sept 30 2014	N/A
Ttracy Bacon	(CC)	12/11	Sept 30 2014	N/A
Jerry Morales (Liaison Officer)				

Ex-Officio members are the City Manager and Executive Director of the Chamber of Commerce.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.

City Nominates/Cast Vote for one Director

(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Fred Poe	12/95	Dec 31 2011

MIDLAND DEVELOPMENT CORPORATION

(Membership - 5; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Michael Trost	02/11*	Jan 14 2013	Jan 14 2019
Cary J. Love	12/09	Jan 14 2013	Jan 14 2016
Gary Douglas	11/11*	Jan 14 2013	Jan 14 2019
Laura Roman	01/08	Jan 14 2014	Jan 14 2014
Robert Rendall, Chairman	01/09*	Jan 14 2014	Jan 14 2017

- Indicates appointment to an unexpired term.

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX**DEVELOPMENT CORPORATION**

(Decision Making)

Membership - 7; Terms - 2 Years)

	<u>Appt Date</u>	<u>Eligibility Term Expires</u>	<u>Expires</u>
Ken Marks, Vice President	10/07	Nov 2011	Nov 2011
James G. Smith	12/07	Nov 2011	Nov 2011
Mike Thompson	11/11	Nov 2013	Nov 2015
Tim Bryson	11/11	Nov 2013	Nov 2015
Wesley D. Bownds	02/09*	Nov 2013	Nov 2013
John James	08/08*	Nov 2013	Nov 2013
Rick Davis (MISD Resp.)	10/10*	Nov 2013	Nov 2015

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Curt Kamradt	11/05*	Jan 1 2012	Jan 1 2012

MIDLAND HOUSING FINANCE CORPORATION

(Decision Making)

(Membership - 5; Terms - 2 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy - (Damon L. Blakeley)	07/07*	Sept 30 2010	
Adrianne Valencia	10/07	Sept 30 2011	Sept 30 2011
Melissa Wicker	10/07	Sept 30 2011	Sept 30 2011
Jerry Morales (Liaison Officer)	10/08	Sept 30 2012	Sept 30 2012
Nathan Miller	11/11*	Sept 30 2012	Sept 30 2016

- Indicates appointment to an unexpired term.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

Appt. Date**Vacancy**

Richard Hatchett	11/08
W. L. "Scooter" Brown	09/04
Ken Burgess	09/04
Jim Hightower	11/08
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership - 6; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Willie Barber	09/08	Sept 30 2012	Sept 30 2012
Raymond McCarthy	09/08	Sept 30 2012	Sept 30 2012
Michael Trost	09/08	Sept 30 2012	Sept 30 2012
John H. James	09/09	Sept 30 2013	Sept 30 2013
Karen York	06/09*	Sept 30 2013	Sept 30 2013
Guy McKenize	03/11*	Sept 30 2013	Sept 30 2015

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Richard D. Dunham (Realtor/Petro Eng.)	01/10	Sept 30 2013	Sept 30 2016
D. Patrick Darden (Petroleum Eng.)	02/10	Sept 30 2012	Sept 30 2015
Don Eubank (Drilling Eng.)	04/10	Sept 30 2012	Sept 30 2015
Paul Brown	11/11	Sept 30 2014	Sept 30 2017
David Rosen	11/11	Sept 30 2014	Sept 30 2017

* Indicates appointment to an unexpired term.

PARKS AND RECREATION COMMISSION

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Berry Simpson	09/10*	Sept 30 2011	Sept 30 2017
Vacancy (Richard McGrath)	09/10	Sept 30 2013	
Amanda McCann	11/11*	Sept 30 2012	Sept 30 2018
David Ham	09/06	Sept 30 2012	Sept 30 2012
Charles A. Spence	01/10*	Sept 30 2013	Sept 30 2016
Susan Nichols	02/06*	Sept 30 2013	Sept 30 2013
Eric L. West	10/07	Sept 30 2013	Sept 30 2013
P. Lourcey Sams	09/08	Sept 30 2014	Sept 30 2014
Tina Corbett	09/08	Sept 30 2014	Sept 30 2014

PERMIAN BASIN AIRPORT BOARD

(Advisory)

(Membership - 30; Terms - 1 year.)

	<u>Appt. Date</u>	<u>Term Expires</u>
10 Members of the Airport Planning and Development Board		
Bob Forrest (Carlsbad, NM)	10/04	Sept 30 2010
Larry Shed (Hobbs, NM)	10/01	Sept 30 2010
Larry Gill (Abilene)	10/10	Sept 30 2011
Isabelle Blanchard (Pecos)	10/10	Sept 30 2011
David Harrell (Snyder)	10/07	Sept 30 2011
Elvin Brownlee III (Andrews)	12/10*	Sept 30 2012
Jim Little (Big Spring)	09/03	Sept 30 2012
David Hardwick (Ft. Stockton)	10/07	Sept 30 2012
Don Bethel (Lamesa)	02/91	Sept 30 2012
Henry Cutbirth (Monahans)	09/05	Sept 30 2012
Willie Taylor (Odessa)	02/00	Sept 30 2012
Gloria Pena (Odessa)	03/03*	Sept 30 2012
Barbara Graff (Odessa)	06/10*	Sept 30 2012
Luis E. Elguezabal (San Angelo)	10/07	Sept 30 2012
Lex Hinds (Seminole)	10/08	Sept 30 2012
Glenn Wortham (Sweetwater)	10/07	Sept 30 2012
Lance Goodrich (Artesia, NM)	09/09	Sept 30 2012
Larry Fry (Roswell, NM)	09/00	Sept 30 2012

Ex-Officio members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

* Indicates appointment to an unexpired term.

**PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH
AND MENTAL RETARDATION**

(Decision Making)

(Membership - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Janet R. Pritchett (City)	05/09*	June 2012	June 2014
Larry Edgerton	07/10*	June 2013	June 2015

PERSONNEL BOARD OF APPEALS

(Decision Making)

(Membership - 3; No designated terms.)

	<u>Appt. Date</u>
John James	03/08
Hugh A. "Andy" Shaffer	09/05
Michael Trost	01/10

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)

(Membership - 9; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Becky Ferguson, Chairman	03/04*	Sept 30 2011	Sept 30 2011
Kevin Wilton	09/08*	Sept 30 2012	Sept 30 2015
Bill Woodruff	02/05*	Sept 30 2012	Sept 30 2012
Royce Watkins	02/08*	Sept 30 2012	Sept 30 2015
Karen York	01/10*	Sept 30 2012	Sept 30 2018
Jane Wolf	03/09*	Sept 30 2013	Sept 30 2016
Cindy Lanning	09/10	Sept 30 2013	Sept 30 2016
Jay Norris	11/11	Sept 30 2014	Sept 30 2017
Galen Gatten, Vice Chairman	09/08	Sept 30 2014	Sept 30 2014

ALTERNATES:

Tony Carrillo	11/11	Sept 30 2014	Sept 30 2017
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- Indicates appointment to an unexpired term.

TAX INCREMENT REINVESTMENT ZONE BOARD

(Decision Making)

(Membership - 12; Terms - 2 Years, or 3 Years if appointed after 3/1/07)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Neil Florer (College)	07/01	Mar 20 2009	Mar 20 2009
Dan Rush (City)	07/01	Mar 20 2010	Mar 20 2010
Mark T. Wellen (City), Vice Chairman	07/01	Mar 20 2010	Mar 20 2010
Jay Reynolds (Hospital)	03/02	Mar 20 2010	Mar 20 2010
Ralph Way (College)	07/01	Mar 20 2010	Mar 20 2010
Jimmy Davis (Hospital)	03/07	Mar 20 2010	Mar 20 2013
Randy Prude (County)	03/07	Mar 20 2010	Mar 20 2013
Judge Mike Bradford (County)	01/07*	Mar 20 2010	Mar 20 2014
C. Mark Wheeler (City), Treasurer	04/08	Mar 20 2011	Mar 20 2014
Bob Lanier (City), Secretary	04/03	Mar 20 2011	Mar 20 2011
Brent Kennedy (City)	06/09	Mar 20 2012	Mar 20 2015
John L. Kennedy (City)	10/09*	Mar 20 2012	Mar 20 2018

Ex-Officio member is President, Board of Trustees, Midland Independent School District

ZONING BOARD OF ADJUSTMENT**AND****AIRPORT ZONING BOARD OF ADJUSTMENT**

(Decision Making)

(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Trudi Edwards	10/07	Sept 30 2011	Sept 30 2011
Manny Ribera	10/07	Sept 30 2011	Sept 30 2011
Todd Byars	02/08*	Sept 30 2012	Sept 30 2014
Ken Morgan	01/10*	Sept 30 2012	Sept 30 2014
Carla Repman	01/10*	Sept 30 2013	Sept 30 2015

ALTERNATES: (not applicable to Airport Zoning)

Vacancy		Sept 30 2006	
Vacancy		Sept 30 2009	
Annabel Holguin	11/11	Sept 30 2013	Sept 30 2015
Greg Turner	11/11	Sept 30 2013	Sept 30 2015

* Indicates appointment to an unexpired term.

Amy Turner

From: Tina Jauz
Sent: Wednesday, February 22, 2012 10:02 AM
To: Mary Pena; Amy Turner
Cc: Kimberly Cornelsen; Michele McNeill
Subject: FW: Parks & Recreation Commission

Have a Parks & Recreation Commission Member moving out of Midland. Below is his resignation. Please let me know if we have any applications for P&R on file. Thanks, Tina

-----Original Message-----

From: Rick McGrath [mailto:rickmac22@gmail.com]
Sent: Wednesday, February 22, 2012 9:47 AM
To: Tina Jauz
Subject: Parks & Recreation Commission

Mrs. Tina Jauz:

This is my formal notification that I am resigning from Parks & Recreation Commission as a community member. March 1st will be my last day of service.

I appreciate the opportunity to serve the City of Midland I have been given here, and wish you much success in the future. As previously discussed, I will send you an executive summary on the Midland Air Park trail. If you ever need anything further do not hesitate to contact me.

Sincerely,

Richard McGrath
210-393-9469