

CITY OF MIDLAND, TEXAS
BRIEFING SESSION AGENDA
March 20, 2012 - 9:00 a.m.
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. Discussion regarding the appointment of a member to the Midland Central Appraisal District Board.
2. Receive and discuss presentation regarding amending the City of Midland Thoroughfare Plan.
3. Presentation and Discussion regarding the Drought Contingency Plan and Water Restrictions.

AGENDA FOR CITY COUNCIL MEETING
March 20, 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 Terry Rothermich, Memorial Christian Church - Disciples of Christ
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 High School Robotics.
 - b. Presentation of a Proclamation for the 90 Day RVLUTION Day.
 - c. Presentation of a Proclamation for the Midland Association of Retired School Personnel.

PUBLIC COMMENT

4. Receive public comments where individuals may address the City Council on City related issues and projects. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting.

CONSENT AGENDA

5. Consider a motion approving the following minutes:
 - a. Regular Minutes of February 28, 2012
 - b. Special Minutes of February 29, 2012
 - c. Special Minutes of March 1-2, 2012
6. Consider a resolution approving and authorizing advertisement of request for proposals for depository and other commercial banking services; the City of Midland is engaging in a request for proposals to select a bank to perform as the primary depository for the investment of City funds and source of commercial banking services, and to select a bank or banks to serve as a secondary depository or depositories for the investment of the City funds; proposals for consideration must be received by the City Secretary by 4:00 p.m. on April 17, 2012; and it is anticipated that recommendations shall be made to the Council on May 22, 2012. (Finance) (Resolution No. 2012 - 067)
7. Receive for information and possibly discuss First Quarter Fiscal Year 2011-2012 Investment Report. (Finance)
8. Consider a resolution authorizing the execution of a purchase agreement for an annual supply of ready-mix concrete and stabilized caliche from Troy Vines, Incorporated, of Midland, Texas, at a total cost of \$65,040.00. (General Services) (Resolution No. 2012 - 068)
9. Consider a resolution approving plans and specifications and authorizing advertisement for bids for the construction of a pavilion at Hogan Park; said pavilion is the final component of the renovations at Hogan Park. (General Services) (Resolution No. 2012 - 069)
10. Consider a resolution authorizing the execution of an agreement with Pools by Ranae, Inc., dba Bluescape Pools by Ranae, in order to resurface the interior of the Washington Park Aquatic Center pools in the amount of \$70,047.00; and appropriating funds. (General Services) (Resolution No. 2012 - 070)
11. Consider a resolution authorizing the execution of an interlocal participation agreement with the local government purchasing cooperative for the City's participation in a purchasing program; and the local government purchasing cooperative is operating as the Buyboard. (General Services) (Resolution No. 2012 - 071)

12. Consider a resolution authorizing the City Manager to execute a letter of agreement with ONCOR Electric Delivery Company LLC, a Delaware Limited Liability Company for additional electric facilities sufficient to provide electric service for units at Midland Airport Hangar Project at Windecker and Airways; and authorizing payment in the amount of \$54,276.00 which was previously appropriated. (General Services) (Resolution No. 2012 - 072)
13. Consider a resolution authorizing the execution of a land lease agreement with Absolute Investments, Inc. for hangar development located on a 0.46 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. (Airport) (Resolution No. 2012 - 073)
14. Consider a resolution authorizing the City Manager to execute a consent agreement between Security Bank, the City of Midland, Texas and Good Luck Investments, L.L.C., as authorized by Article 8(K) of Good Luck Investments L.L.C.'s lease agreement in order to allow Security Bank to encumber Good Luck Investments L.L.C.'s lease hold interest by pledging said lease as collateral for a loan to construct a hangar on the premises at the Midland International Airport. (Airport) (Resolution No. 2012 - 074)
15. Consider a resolution authorizing issuance of a request for proposals for an uninterrupted power system for the Public Safety Communication Center; and this item shall prevent equipment from shutting down in a power outage. (Communication and Information Systems) (Resolution No. 2012 - 075)
16. Consider a resolution approving the purchase of up to two hundred (200) computers through the Texas Department of Information Resources at a total cost of \$601,250.00; and this item was not bid but purchased through a State of Texas Cooperative Program. (Communications and Information Systems) (Resolution No. 2012 - 076)
17. Consider a resolution authorizing the transfer of Lot 2, Block 3, Glenn Frances Addition, City and County of Midland; Lots 9A, 10A, 11A, 12A, 13A, 14A and 14B, Block 1, Glenn Frances Addition Section 2, City and County of Midland; Lots 3A, 4A, 5A, 6A, 7A, 8A and 8B, Block 3 Glenn Frances Addition Section 2, City and County of Midland; Lots 3, 4, and 5, Block 6, Glenn Frances Addition Section 2, an addition to the City of Midland, Midland County, Texas, to Midland Habitat for Humanity, Incorporated, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager to execute all documents necessary to transfer ownership; the transfer of this property is not subject to the notice, bidding, and obtaining fair market value requirements of state law; and authorizing the City Manager to execute an agreement between the City of Midland and Habitat for Humanity, Incorporated. (Community Development) (Resolution No. 2012 - 077)

18. Consider a resolution authorizing the transfer of Lots 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 10B, 10C and 10D, Block 4, Glenn Frances Addition Section 2, City and County of Midland; Lots 6 through 18, Block 6, Glenn Frances Addition Section 2, City and County of Midland an addition to the City of Midland, Midland County, Texas, to Midland Community Development Corporation, Incorporated, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager to execute all documents necessary to transfer ownership; the transfer of this property is not subject to the notice, bidding, and obtaining fair market value requirements of state law; and authorizing the City Manager to execute an agreement between the City of Midland and Midland Community Development Corporation, Incorporated. (Community Development) (Resolution No. 2012 - 078)
19. Consider a resolution authorizing a right of way license with the City of Midland, Texas and Centurion Pipeline, L.P.; said right of way license is for the purpose of placing, operating, and maintaining a 12 inch and 16 inch crude oil pipeline; the pipeline is located within the City of Midland right of way within a portion of Todd Road, Section 32, Block 39, T-1-S, T&P RR Co., Midland County, Texas, and a portion of Cynthia Road, Section 30 and 31, Block 38, T-1-S, T&P RR Co., Midland County, Texas; the license term is for twenty-five (25) years, commencing with the date of this license and shall automatically renew at the end of the term for one additional twenty-five (25) year term upon 90 days written request prior to expiration. (Engineering) (Resolution No. 2012 - 079)
20. Consider a resolution authorizing the execution of a professional services agreement with Parkhill, Smith & Cooper, Inc. for engineering services in connection with the Market Street Paving and Water Utility Extension Project; and appropriating funds therefor. (Engineering) (Resolution No. 2012 - 080)
21. Consider a motion on a request by Landgraf, Crutcher & Associates (LCA) for Mayfield Place (Midland Bible Church), to approve items requested for deferral in the amount of \$77,347, and to waive the associated public improvement guarantee. This subdivision is positioned in the City Limits, generally located on the east side of Whitman Drive approximately 1,600 feet north of Mockingbird Lane. The items to be deferred are street-paving improvements, water main improvements, wastewater main improvements and sidewalk improvements. (Engineering)
22. Consider a resolution approving plans and specifications and authorizing advertisement for bids for the Community Development Block Grant Sidewalk Improvement Project; said project improvements will consist of constructing new sidewalks and ADA accessible ramps in order to provide a safe pedestrian route at intersections. (Engineering) (Resolution No. 2012 - 081)
23. Consider a resolution approving the City of Midland Fire Department's

application to solicit charitable contributions in roadways on behalf of the Muscular Dystrophy Association by participating in the "Fill-the-Boot" Fundraiser; this is authorized by Section 552.0071 of the Texas Transportation Code; the dates and times of the solicitation are April 11th, 12th, and 13th, 2012, from 8:00 a.m. to 6:00 p.m., alternate dates due to inclement weather are May 2nd, 3rd and 4th from 8:00 a.m. to 6:00 p.m.; the intersection locations at which the solicitations shall occur are Midkiff Road and Wadley Avenue, Midland Drive and Loop 250, Midland Drive and Andrews Highway, and Garfield Street and Golf Course Road; there will be fifteen (15) solicitors involved in solicitations at each location; and the Muscular Dystrophy Association, Incorporated is required to provide general liability insurance prior to the event and the Fire Chief shall ensure that the insurance is received and approved prior to the "Fill the Boot" Fundraiser. (Fire Department) (Resolution No. 2012 - 082)

24. Consider a resolution appropriating unclaimed or abandoned funds in the amount of \$11,054.00 to the Midland Police Department; the proceeds will be used to purchase equipment and technology essential to the law enforcement function for the Midland Police Department. (Police Department) (Resolution No. 2012 - 083)
25. Consider a resolution accepting additional grant funding from the Southwest Border High Intensity Drug Trafficking Areas Program in the amount of \$3,068.00; these funds will be directed to the Fiscal Year 2010 High Intensity Drug Trafficking Areas Project 7037; and appropriating funds. (Police Department) (Resolution No. 2012 - 084)
26. Consider a resolution authorizing the execution of a professional services agreement with Parkhill, Smith & Cooper, Incorporated, of Midland, Texas, for professional design and engineering services at the City Landfill; it is estimated that the design and engineering work shall cost \$453,400.00; and appropriating funds. (Solid Waste) (Resolution No. 2012 - 085)
27. Consider a resolution approving plans and specifications and authorizing advertisement for competitive bids for the Membrane Biological Reactor Satellite Reclaimed Water Production Facility Project; and the project will include the construction of a water reclamation facility to provide irrigation water to Midland College. (Utilities) (Resolution No. 2012 - 086)
28. Consider a motion authorizing the staff to proceed with the voluntary annexation process for approximately 145 acres of Schlumberger land and 78 acres of Midland Development Corporation land out of Section 11, Block 40, T-2-S, T&P RR. Co., Midland County, Texas. (Planning)
29. Consider a resolution approving an economic development agreement between the Midland Development Corporation and the City of Midland for the Market Street Paving Project and the Market Street Water Line Project, as authorized by

Chapter 501 of the Texas Local Government Code; and appropriating funds therefor. (City Attorney) (Resolution No. 2012 - 087)

SECOND READINGS

30. Consider an ordinance on second reading changing the zoning classification by amending Chapter One, Title XI, of the City Code of Midland, Texas, by permitting a 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. (Planning) (8989)
31. Consider an ordinance on second reading 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. (Community Services) (8990)
32. Consider an ordinance on second reading 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. (Utilities) (8991)
33. Consider an ordinance on second reading declaring certain structures located at 105 South Lamesa Road, 701 North Calhoun Street, 303 South Jefferson Street, 408 North Lee Street, 506 South Baird Street, 505 East Florida Avenue, 602 East Cuthbert Avenue, 700 South Benton Street, 806 South Loraine Street, 1211 Belmont Street, 907 South Dallas Street, 909 South Dallas Street, 911 South Dallas Street, 507 East Peck Avenue, 503 East Longview Avenue, 200 East Longview Avenue, and 2100 South Fort Worth Street to be dilapidated, substandard or unfit for human habitation and a hazard to the public health, safety and welfare; ordering their destruction or removal; directing the City Secretary to publish notice; and directing the building official to deliver a copy of this ordinance to affected owners, lien holders and mortgagees; said ordinance being authorized by Chapter 214 of the Texas Local Government Code. (Code Administration) (8907)

PUBLIC HEARINGS

34. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, being a 28.31-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof (Generally located on the northwest corner of the intersection of Briarwood Avenue and Holiday Hill Road); and approving a public service plan. (Planning) (Ordinance No. 8992)
35. At approximately 10:30 a.m. hold a public hearing and consider an ordinance establishing the zoning classification of the area indicated as being a 20.21-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof, as an MF-1, Multiple-Family Dwelling District; said tract is generally located on the northwest corner of the intersection of Briarwood Avenue and Holiday Hill Road; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (Planning) (Ordinance No. 8993)
36. At approximately 10:33 a.m. hold a public hearing and consider an ordinance establishing the zoning classification of the area indicated as being an 8.11-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof, as an LR-2, Local Retail District; said tract is generally located on the northwest corner of the intersection of Briarwood Avenue and Holiday Hill Road; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (Planning) (Ordinance No. 8994)
37. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, being a 108.453-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof (Generally located northwest of the intersection of Tradewinds Boulevard and Champions Drive); and approving a public service plan. (Planning) (Ordinance No. 8995)
38. At approximately 10:36 a.m. hold a public hearing and consider an ordinance establishing the zoning classification of the area indicated as being an 108.453-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof, as an FD, Future Development District; said tract is generally located northwest of the intersection of Tradewinds Boulevard and Champions Drive; containing a cumulative clause; containing a savings and

severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (Planning) (Ordinance No. 8996)

39. At approximately 10:39 a.m. hold a public hearing and consider an ordinance changing the zoning use classification of Lot 1 and the south 22 feet of Lot 2, Block 11, Skyline Terrace, City and County of Midland, Texas (Generally located on the east side of Skyline Drive, approximately 470 feet south of Haynes Avenue), which is presently zoned 1F-1, One-Family Dwelling District, by permitting said property to be used under a specific use permit without term for an accessory building to be used for living or sleeping quarters; making said permit subject to certain conditions and restrictions contained herein; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2,000.00); and ordering publication. (Planning) (Ordinance No. 8997)
40. At approximately 10:42 a.m. hold a public hearing and consider a resolution authorizing the temporary use of land for motor home parking on Lot 1, Block 5, and the adjacent 0.26-acre vacated alley, 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. (Planning) (Resolution No. 2012 - 088)

DEVELOPMENT SERVICES

41. Consider a resolution approving the issuance of a permit to Callon Petroleum Operating Company ("Operator") to drill an oil and gas well within the City Limits located 467 feet from the east line and 1,958 feet from the north line, 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 3/4 of a mile north of Briarwood Avenue). (Planning) (Resolution No. 2012 - 090)
42. Consider a resolution approving the issuance of a permit to Callon Petroleum Operating Company ("Operator") to drill an oil and gas well within the City Limits located 467 feet from the east line and 1,983 feet from the north line, 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 3/4 of a mile north of Briarwood Avenue.) (Planning) (Resolution No. 2012 - 091)
43. Consider a resolution approving the issuance of a permit to Callon Petroleum Operating Company ("Operator") to drill an oil and gas well within the City Limits located 467 feet from the east line and 2,008 feet from the north line, 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 3/4 of a mile north of Briarwood Avenue.) (Planning) (Resolution No. 2012 - 092)

44. Consider a resolution authorizing the execution of a road repair agreement with Callon Petroleum Operating Company regarding its applications to drill oil and gas wells within the City Limits in Section 23, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Planning) (Resolution No. 2012 - 089)
45. Consider a motion authorizing the HEB development to proceed with proposed demolition work under a previously approved site plan. The Council shall consider an interpretation of a Planned District Site Plan. HEB is located at 3325 West Wadley Avenue. (Development Services)

MISCELLANEOUS

46. Consider a resolution nominating a candidate for the Midland Central Appraisal District Board of Directors; and directing the City Manager to deliver a copy of this resolution to the Midland Central Appraisal District. (Finance) (Resolution No. 2012 - 093)
47. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, 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, and being more specifically described by metes and bounds in Section One hereof (Generally located north of Midland International Airport); and approving a public service plan. (Planning) (Ordinance No. 8998)
48. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, being a 96.28-acre tract of land out of Sections 43 and 44, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and Sections 5 and 6, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof (Generally located northwest of Midland International Airport); and approving a public service plan. (Planning) (Ordinance No. 8999)
49. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, being a 55.08-acre tract of land out of Section 8, 9, 16 and 17, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof (Generally located south of Midland International Airport); and approving a public service plan. (Planning) (Ordinance No. 9000)
50. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, being a 2.25-acre tract of land out of Section 10, Block 40, T-2-S, T&P RR Co. Survey,

Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof (Generally located northeast of Midland International Airport); and approving a public service plan. (Planning) (Ordinance No. 9001)

51. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, being a 3.88-acre tract of land out of Section 4, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more specifically described by metes and bounds in Section One hereof (Generally located southeast of Midland International Airport); and approving a public service plan. (Planning) (Ordinance No. 9002)
52. Consider an ordinance extending the boundaries of the City of Midland, Texas, by adding thereto certain areas adjoining the present City Limits, 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, and being more specifically described by metes and bounds in Section One hereof (Generally located on the north side of the Mockingbird Lane extension, east of Avalon Drive); and approving a public service plan. (Planning) (Ordinance No. 9003)
53. Consider a resolution authorizing the Midland Hispanic Chamber of Commerce to operate the Mex-Tex Family Fiesta Concert until 1:00 a.m. on Sunday, June 10, 2012 at the Scharbauer Sports Complex; and that Resolution No. 2012-005 is hereby rescinded. (City Manager) (Resolution No. 2012 - 094)
54. Consider making appointments to various Boards and Commissions.

EXECUTIVE SESSION

55. 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 a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

Respectfully Submitted,

Courtney B. Sharp
City Manager

**MIDLAND CITY COUNCIL
MINUTES
February 28, 2012**

BRIEFING SESSION

The City Council convened in a Briefing Session in the basement conference room, City Hall, Midland, Texas, at 9:00 a.m. on February 28, 2012.

Council Members present: Mayor W. Wesley Perry, Council Member Jeff Sparks (District 1), Council Member Vicky Hailey (District 2), and Council Member John James (District 3), Council Member Michael Trost (District 4).

Council Members absent: Mayor Pro Tem Jerry Morales (At-Large), Council Member Scott Dufford (At-Large). (Dufford arrived at 9:05 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, Police Chief Price Robinson, General Services Director Robert Patrick, Utilities Director Stuart Purvis, Solid Waste Director Morris Williams, Environmental Compliance Specialist Jill Reed, Solid Waste Superintendent Jeffrey Ahrlett, Customer Service Division Manager Tony Goyang, Planning Division Manager Cameron Walker, Oil & Gas Compliance Officer Ron Jenkins, City Engineer David Beard, Public Information Officer Tasa Watts, and Multimedia Developer Ryan Stout.

1. Receive an update from staff regarding the Solid Waste Department.

Solid Waste Director Morris Williams presented a PowerPoint presentation reviewing changes made since 2010 and the department challenges. Discussion ensued regarding plastic bags/litter, the Citizen Collection station and recycling.

2. Presentation and discussion regarding the Drought Contingency Plan.

Utilities Director Stuart Purvis reported that the amount of water received from CRMWD would decrease. The city would be divided into six zones and every customer would be allotted two hours watering per week. He reviewed proposed changes such as a moratorium on installing additional meters on the same property. He reviewed the proposed Ordinance that would be considered in the regular meeting which includes multipliers on the top tiers of water consumption.

City Manager Sharp reported that a media campaign would begin explaining the restrictions. Discussion ensued where some felt a higher water bill would be the best education. Council consensus was to have the first and second reading of the new ordinance as soon as possible.

3. Receive information and discuss establishing an ordinance prohibiting texting while driving.

In the interest of time, this item would be discussed at retreat.

The foregoing agenda items were discussed by the City Council with no formal action taken. The Briefing Session was adjourned at 10:00 a.m.

REGULAR SESSION

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:08 a.m., February 28, 2012.

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

Council Members absent: Mayor Pro Tem Jerry Morales (At-Large).

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

The City Council heard the agenda items in the following order: 1, 2, 3, 4, 13, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 51, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62.

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.

No presentations were made.

PUBLIC COMMENT

4. Receive public comments where individuals may address the City Council on City related issues and projects. Any deliberation of or decision by the City Council regarding the item being discussed shall be limited to a motion to place the item on the agenda for a subsequent meeting.

Robert Porter presented a map to the City Council and requested their assistance with infrastructure in an area of town of where low income housing could be built. He also requested that incentives be given to builders who build low income housing.

There were no other requests by citizens to speak.

CONSENT AGENDA

The following item was pulled from consent agenda and considered first.

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

In response to a question if changes were made to the sports agreements, Community Services Director Tina Jauz, noted that the process was changed and that only the sports associations who were able to provide reporting from 2011, turned in their insurance certificates and signed their agreements were on the agenda.

Council Member Trost moved to adopt Resolution No. 2012-046; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

Council Member Sparks moved to approve Consent Agenda items 5 - 25 excluding 13; seconded by Council Member James. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

5. Approved a motion approving the following minutes:
 - a. Regular Meeting Minutes of February 14, 2012.
6. Approved 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. Approved 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. Approved 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. Approved 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. Approved 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. Approved 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. Approved 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

14. Approved 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. Approved a resolution authorizing the execution of a sports agreement with the City of Midland Aquatics, Incorporated, to administer programs, special events, and other services related to swimming in the City of Midland; the term of the agreement is from February 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. Approved 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. Approved a resolution authorizing the execution of a sports agreement with the Midland Adult Soccer League to administer programs, special events, and services related to soccer for adults ages nineteen and older. (Community Services)

RESOLUTION NO. 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. Approved a resolution authorizing the execution of a sports agreement with Midland Softball Association, Incorporated, to administer programs, special events, and services related to softball for adults ages fifteen 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. Approved a resolution authorizing the execution of a sports agreement with Midland United Girls Softball Association, Incorporated, to administer programs, special events, and services related to softball for girls. (Community Services)

RESOLUTION NO. 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. Approved a resolution authorizing the execution of a sports agreement with the Texas Cricket Club to administer programs, special events, and services related to cricket. (Community Services)

RESOLUTION NO. 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. Approved a resolution authorizing the execution of a sports agreement with West Texas BMX to administer programs, special events, and services related to BMX (Bicycle Motocross) racing and riding. (Community Services)

RESOLUTION NO. 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. Approved 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. Approved 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. Approved 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. Approved 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)

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 James moved to approve the second and final reading of Ordinance No. 8987 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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)

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

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

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8988 in accordance with the Charter of the City of Midland; seconded by Council Member Trost.

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

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

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

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

Council Member James moved to approve the second and final reading of Ordinance No. 8980 in accordance with the Charter of the City of Midland; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

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

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8981 in accordance with the Charter of the City of Midland; seconded by Council Member Trost. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Deputy City Secretary Reyes read the caption of Ordinance No. 8982.

Council Member Trost moved to approve the second and final reading of Ordinance No. 8982 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Deputy City Secretary Reyes read the caption of Ordinance No. 8983.

Council Member Sparks moved to approve the second and final reading of Ordinance No. 8983 in accordance with the Charter of the City of Midland; seconded by Council Member Trost. The motion carried by the following vote: AYE: Trost, Hailey, Perry, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales, Dufford.

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

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

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8984 in accordance with the Charter of the City of Midland; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Deputy City Secretary Reyes read the caption of Ordinance No. 8985.

Council Member Sparks moved to approve the second and final reading 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: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

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

Council Member Hailey moved to approve the second and final reading of Ordinance No. 8986 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Planning Division Manager Walker gave an overview of the item.

Mayor Perry opened the public hearing at 10:38 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Council Member Hailey moved to adopt Resolution No. 2012-058; seconded by Council Member Trost. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Planning Division Manager Walker gave an overview of the item noting one letter of objection had been received, that staff supported the request and that no generators would be in used on the property.

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

Council Member Sparks moved to adopt Resolution No. 2012-059; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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 $\frac{3}{4}$ mile north of Briarwood Avenue.) (Planning)

Oil & Gas Compliance Officer Ron Jenkins gave overview of the item noting that the Oil & Gas Advisory Committee reviewed the item and approved it with a landscape variance not to exceed two years, allowed for the use of steel coated tanks instead of fiberglass for water containment, and allowed multiple wells on pad sites.

Mayor Perry opened the public hearing at 10:47 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Oil and Gas Compliance Officer Ron Jenkins gave an overview of the item noting it was the same information as the previous item with the same variances.

Mayor Perry opened the public hearing at 10:48 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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 $\frac{1}{2}$ mile north of Briarwood Avenue.) (Planning)

Oil & Gas Compliance Officer Jenkins reported that this was the same information as the prior reports with the same variance requests and the same recommendation. He noted that no letters of objection had been received for any of the items.

Mayor Perry opened the public hearing at 10:49 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Planning Division Manager Walker gave an overview of the item noting there were six parcels of land owned by City and that the City wished to incorporate them within the City limits. He reported that there were two privately owned parcels where the owners were requesting annexation, one for residential purposes and the second for a key retail corner. He explained the first tract is City owned.

Mayor Perry opened the public hearing at 10:50 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Planning Division Manager Walker gave an overview of the item noting this is also a tract owned by the City.

Mayor Perry opened the public hearing at 10:51 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Planning Division Manager Walker gave an overview of the item noting that this parcel is just over 55 acres, that a small portion was owned by Southwestern Bell, and Southwestern Bell had been notified of the public hearings. The remainder of the land is City owned.

Mayor Perry opened the public hearing at 10:52 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

44. At approximately 10:51 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)

Planning Division Manager Walker reported that the land is owned by the City of Midland.

Mayor Perry opened the public hearing at 10:53 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Planning Division Manager Walker reported that the City also owns this land.

Mayor Perry opened the public hearing at 10:54 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Planning Division Manager Walker reported that this land was acquired by the City from Fasken Ranch in order to place a water tower on it.

Mayor Perry opened the public hearing at 10:55 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Planning Division Manager Walker gave an overview of item noting the land is owned by the Black Family Partnership. The land is just over 28 acres and the owner is requesting annexation for utility services. He noted the intent was to develop a key arterial corner.

Mayor Perry opened the public hearing at 10:56 a.m. There being no one present wishing to speak, the public hearing was immediately closed. No further action was taken on this item.

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)

Planning Division Manager Walker gave an overview of the item noting the land is owned by Betenbough Homes and they are planning to continue their development of Legends Park neighborhood that included a school site and a park.

Mayor Perry opened the public hearing at 10:59 a.m.

Chris Berry, Lubbock, Texas, representing Betenbough Homes, reported they were excited to build some more homes in Midland and that they were in negotiations with MISD for a school and a park.

There being no one else wishing to speak, the public hearing was closed at 11:00 a.m. No further action was taken on this item.

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

Planning Division Manager Walker gave an overview of the item.

Council Member Hailey moved to adopt Resolution No. 2012-060; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

MISCELLANEOUS

50. Presentation of the 2011 Midland Police Department Traffic Contact Report by Dr. Alex del Carmen of Del Carmen Consulting, LLC. (Police)

Police Chief Price Robinson and Dr. Del Carmen presented the 2011 Midland Police Department Contact Report.

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.

Oil & Gas Compliance Officer Jenkins reported that the applicant was requesting a deferral because they were trying to reroute their flow lines and needed additional time to get the required surveys. He noted it would likely be the second meeting in April before this item would return to the agenda.

Council Member Dufford moved to defer agenda items 51 a and b; seconded by Council Member Trost. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

- 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

Oil & Gas Compliance Officer Jenkins reported this was a request to build an accessory building within 500 feet from structure. He explained that the Building Official wanted this put through as a house, even though the initial use would be an accessory building. This would prevent the applicant from having to return in the future if the use changed.

Discussion ensued about the difference in the title and the caption of the Ordinance as printed on the agenda. City Attorney Stretcher noted that in his opinion, the resolution controls.

Council Member Sparks moved to adopt Resolution No. 2012-061; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Oil & Gas Compliance Officer Ron Jenkins reported that the applicant was requesting to build a house and accessory building within 500 feet of an oil well.

Council Member Sparks moved to adopt Resolution No. 2012-062; seconded by Council Member Dufford. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Oil & Gas Compliance Officer Jenkins reported that the applicant was requesting to build a house and accessory building within 500 feet of an oil well.

Council Member Hailey moved to adopt Resolution No. 2012-063; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Oil & Gas Compliance Officer Jenkins reported the applicant was requesting to build a building within 500 feet of an oil well.

City Attorney Stretcher asked if these items were related to the previous item that was deferred. Oil & Gas Compliance Officer reported that all of these applications were within proximity to the well that had been deferred. City Attorney Stretcher clarified that although these variances were being granted, it would not affect the standing of the well and that it still needed to go through the approval process.

Council Member Hailey moved to adopt Resolution No. 2012-064; seconded by Council Member Trost. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

City Engineer David Beard gave an overview of the item noting that development agreement would help bring water to the park. He clarified that the shared cost was to get the water line to property line.

Council Member Hailey moved to adopt Resolution No. 2012-065; seconded by Council Member James. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Community Services Director Tina Jauz noted a portion of the Ordinance was to make minor adjustment to fees at the MLK Center and Midland Parks Division. Utilities Director Stuart Purvis reported that the water testing labs had been closed for two years and the rates were being adjusted and rates for new tests were included.

Deputy City Secretary Reyes read the caption of Ordinance No. 8990.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 8990 in accordance with the Charter of the City of Midland; seconded by Council Member James. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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

Utilities Director Purvis noted that this was the first reading of the water rate increase as discussed during briefing session.

Deputy City Secretary Reyes read the caption of Ordinance No. 8991.

Council Member Sparks moved approval of the first of two readings of Ordinance No. 8991 in accordance with the Charter of the City of Midland; seconded by Council Member Hailey. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

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 ¾ mile north of Mockingbird Lane. (Planning)

Oil & Gas Compliance Officer Jenkins gave overview of the item noting the applicant was requesting to amend their permit and reported that they had paid the \$1000 fee. If approved, the applicant would be moving electrical lines and making changes to their drilling pad, frac pit and other items.

Council Member Hailey moved to approve 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 ¾ mile north of Mockingbird Lane; seconded by Council Member Sparks. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

60. Consider making appointments to various Boards and Commissions.

Council Member Hailey moved to appoint Karmen Hendrix Bryant to the Hotel/Motel Tax Advisory Board; seconded by Council Member Trost. The motion carried by the following vote: AYE: Trost, Hailey, Perry, Dufford, James, Sparks. NAY: None. ABSTAIN: None. ABSENT: Morales.

Council Member Trost moved to appoint Kenny Harper to the Parks and Recreation Commission. The motion died due to a lack of a second.

Mayor Perry noted that he received notice from the Midland Central Appraisal District that Fred Poe had resigned and that the Council would need to make an appointment at their next meeting.

City Manager Sharp reported that the City Council would need to make three appointments to the Midland Fresh Water District Board in March.

At 12:03 p.m. Mayor Perry recessed the meeting to the basement conference room for the following items.

61. 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.

There being no other business to come before the City Council, the meeting was adjourned at 1:05 p.m.

PASSED AND APPROVED the 20th day of March, 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

**MIDLAND CITY COUNCIL
MINUTES
February 29, 2012**

The City Council convened in a Special Session in the Council Chamber, City Hall, Midland, Texas, at 8:15 a.m. on February 29, 2012.

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

Council Members absent: Mayor W. Wesley Perry and Council Member Jeff Sparks (District 1).

PUBLIC HEARINGS

1. At approximately 8:15 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 Division Manager Walker gave an overview of the item noting that all of the annexations are the second of the two required public hearings to annex property. This property is a parcel that is just over 40 acres and is owned by the City.

Mayor Pro Tem Morales opened the public hearing at 8:17 a.m. There being no one wishing to speak, the public hearing was immediately closed.

2. At approximately 8:16 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 Division Manager Walker gave an overview of the item noting this tract is just over 96 acres and is owned by the City.

Mayor Pro Tem Morales opened the public hearing at 8:18 a.m. There being no one wishing to speak, the public hearing was immediately closed.

3. At approximately 8:17 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 Division Manager Walker gave an overview of the item noting this tract was just over 55 acres. He reported that the affected people were notified of the public hearings, that no comments had been received and that the City owns the majority of the area.

Mayor Pro Tem Morales opened the public hearing at 8:19 a.m. There being no one wishing to speak, the public hearing was immediately closed.

4. At approximately 8:18 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 Division Manager Walker gave an overview of the item noting that this property was 2.25 acres and is owned by the City.

Mayor Pro Tem Morales opened the public hearing at 8:20 a.m. There being no one wishing to speak, the public hearing was immediately closed.

5. At approximately 8:19 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 Division Manager Walker gave an overview of the item noting that the property is owned by the City.

Mayor Pro Tem Morales opened the public hearing at 8:21 a.m. There being no one wishing to speak, the public hearing was immediately closed.

6. At approximately 8:20 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 Division Manager Walker gave an overview of the item noting that Section 13 was owned by Fasken Land and Minerals. The City acquired the property to put a water tower on it just over two years ago. The City is requesting the property be brought within the City limits for regulatory reasons.

Mayor Pro Tem Morales opened the public hearing at 8:22 a.m. There being no one wishing to speak, the public hearing was immediately closed.

7. At approximately 8:21 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 Division Manager Walker gave an overview of the item noting that this was a request for voluntary annexation and proposed zoning would be brought to the Council in March.

Mayor Pro Tem Morales opened the public hearing at 8:24 a.m. There being no one wishing to speak, the public hearing was immediately closed.

8. At approximately 8:22 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 Division Manager Walker gave an overview of the item noting this section is near Legends Park. The purpose of the annexation was for Betenbough to continue their residential development to the West which includes a proposed school site.

Mayor Pro Tem Morales opened the public hearing at 8:26 a.m. There being no one wishing to speak, the public hearing was immediately closed.

There being no other business to come before the City Council, the meeting was adjourned at 8:26 a.m.

All of the business at hand having been completed, the meeting adjourned at 8:26 a.m.

PASSED AND APPROVED the 20th day of March, 2012.

Amy M. Turner, City Secretary

SEAL:

**MIDLAND CITY COUNCIL
MINUTES
March 1-2, 2012**

The City Council, pursuant to Texas Government Code §551.041, met in Special session at the Junior League of Midland facility, 902 West Dengar Avenue, Midland, Texas to meet together with its administrative staff, department managers and others in a workshop to discuss and consider public policy, personnel issues, annexation issues, water-related issues, land acquisition and disposition issues, leasing city owned property for oil and gas development, park development and funding issues, street paving, infrastructure needs, redistricting for City Council Member Districts, privatization of City services and recreational activities, development issues, economic development issues, public health issues, public safety issues, issues related to Type A and Type B corporations pursuant to Chapters 504 and 505 of the Texas Local Government Code, and operational procedures of the City; and to develop priorities for the upcoming year and for long-term planning. The City Council shall also discuss and consider the goals and development of the City. The meeting will include discussion with chairs of the following boards and commissions, but not limited to, Planning & Zoning Commission, Midland Development Corporation, Midland Football-Soccer and Baseball Complex Development Corporation, Hotel/Motel Tax Advisory Board and Parks & Recreation Commission.

The meeting convened at 9:00 a.m. on Thursday, March 1, 2012, with the following Council members present:

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), Council Member John James (District 3), and Council Member Michael Trost (District 4).

Staff members present: City Manager Courtney Sharp, City Attorney Keith Stretcher, Deputy City Manager Tommy Hudson, Assistant City Manager Jim Nichols, Presiding Municipal Court Judge Robin Smith, City Secretary Amy Turner, Internal Auditor Debbie Gotovac, Development Services Director Rick Crownover, Utilities Director Stuart Purvis, Finance Director Bob McNaughton, Director of Airports Marv Esterly, Deputy Police Chief Jeff Darr, Fire Chief Robert Isbell, Director of General Services Robert Patrick, Interim Director of Administrative Services David Hunter, Community Services Director Tina Jauz, Chief Information Officer Sharlett Chowning, Public Information Officer Tasa Watts, Director of Solid Waste Morris Williams, and City Engineer David Beard.

PLANNING SESSION

Mayor Perry welcomed everyone in attendance and opened the meeting by reading a brief devotional.

City Manager Sharp noted that the purpose of the retreat was to set the goals not only for the next year but for the next 50 years. He briefly addressed each department and recognized their accomplishments over the past year.

Finance Director McNaughton reviewed the financial conditions of city noting that overall the City is in very good shape.

City Manager Sharp spoke about capital needs, one-time capital projects and the staff outlook.

Council Presentations

Each Council Member was allotted ten minutes to discuss topics important to them and to convince the others that their topic should be at the top of the priority list.

Council Member James addressed decreasing EZ Rider's General Fund contribution, implementing a downtown Smart Plan and discussing the current City ordinance prohibiting more than four unrelated persons living in the same household.

Council Member Dufford addressed the possibility of reducing the tax rate for the 4A Corporation, the potential of reducing the tax rate for the 4B Corporation, texting while driving, and plastic bags.

Council Member Trost addressed overall general policies set by Council, the need to develop water lines along 191 and I-20, the Freese & Nichols 191 study, drainage, MDC, City buildings, converting the fleet to CNG, the courthouse, and Vision 2020.

Council Member Morales addressed the education portion or water issues, affordable housing, quality of life issues such as swimming pools, funding of the 4A and 4B, and the City/County Interlocal agreement.

Council Member Hailey addressed the 349/I-20 safety issues, adding additional citizen collection stations around the City, and acquisition of land for affordable housing.

Council Member Sparks addressed updating the zoning code, drainage issues specifically related to Mockingbird, completing an east/west corridor north of the loop, updating older equipment at the fire station, proper implementation of the Oil & Gas Ordinance, and infrastructure.

Mayor Perry addressed water issues, 4A, 4B and the downtown.

Brief discussion ensued noting that they were not eliminating items but prioritizing the order in which they would be discussed.

The Council was given an opportunity to electronically rate the importance of each topic discussed. The topics were ranked as follows for discussion:

1. Direction of 4A
2. Long term 4B plans
3. Community education plan for water consumption
4. Downtown development plan
5. Infrastructure plan for I-20 and major corridors
6. Infrastructure plan for sales tax boom cycle to prevent problems in next bust
7. EZ Rider and Sign Ordinance Changes
8. Council appointee operating policies
9. Water use restriction
10. Affordable housing
11. Drilling inside city limits
12. Business friendly environment for developers
13. County Fire Interlocal agreements
14. Drainage for Mockingbird Road and construction from Garfield to "A" Street
15. Texting while driving
16. Rent car franchise fee
17. Parks maintenance
18. Plastic bag ban and litter abatement/control

19. Electric meter consolidation
20. Long range water solutions
21. Transitioning the fleet to natural gas
22. 349/I-20 safety issues
23. Acquisition of S. Travis land for affordable housing
24. Updating landfill plan and direction
25. Number of unrelated persons per household
26. Updating zoning ordinance
27. Council appointee operating policies.
28. Re-establish a community wide Midland vision including the City, the County, the ISD and the College to ensure a common vision.
29. Courthouse
30. City Hall facilities
31. Fire stations and equipment
32. Implementing a recycling facility with trash compactor
33. New solid waste facility (New Citizen Recycling Centers)
34. Public swimming pools

Direction of the 4A (MDC): Following discussion consensus was reached that the philosophical needs the MDC should focus on are: housing, education, infrastructure, resources, water, developing a business park, and technology. Incentives are a tool that they should use but they are not the only tool. Charge the MDC to think more broadly. The MDC is to come back with a tangible executed plan.

Long term 4B plans: Following discussion consensus was reached to advocate keeping the 4B and developing a plan to move forward with the anticipation that the General Fund will not support the 4B if it does not impede paying off the debt by 2016.

Community education plan for water consumption: Following discussion, consensus was reached to have staff come back with a specific education plan soon that would include every customer receive a document that shows how their use could increase their bill. The tools for education would include: website, newspaper, television, radio, and water bill inserts.

Downtown development plan: Following discussion, consensus was reached to have staff do an analysis looking for alternative revenue sources to accelerate the downtown improvements.

Infrastructure plan for I-20 and major corridors: The consensus was that this item was covered in the 4A.

Infrastructure plan for sales tax boom cycle to prevent problems in next bust: Following discussion, consensus was reached to use excess sales tax for non-recurring items or one-time capital improvement projects and to keep the reserves at 29-30%.

EZ Rider and Sign Ordinance Changes: Following discussion, consensus was reached to have staff come back with a game plan for allowing signage on the EZ Rider bus shelters with design standards.

Council appointee operating policies: Consensus was reached to discuss this item in executive session.

Water use restrictions: Consensus was reached that this item was discussed in the "Community education plan for water consumption" category.

Affordable housing: Following discussion, consensus was reached to have staff bring back a plan regarding affordable housing and to address workforce housing ranges. Staff should look to initiatives for housing in all forms and develop ways to help alleviate the housing shortage.

Drilling inside the city limits: Following discussion, consensus was reached that nothing needs to change at this time.

Business friendly environment for developers: Following discussion, consensus was reached that overall the Council is okay. Staff should ask the question of how each item will impact the city 20-50 years from now.

County Fire Interlocal agreements: Following discussion, consensus was reached that unless the City wants to build a jail or contract for a jail, there is not a lot that can be done.

In preparation for meeting with the Board/Commission chairs, Council briefly discussed what they wanted to address with each board.

EXECUTIVE SESSION

At approximately 3:05 p.m. on Thursday, March 1, 2012, Mayor Perry announced it would adjourn to executive session pursuant to Texas Government Code §551.101, which is closed to the public, to discuss the following matters as permitted under the following Texas Government Code sections:

Personnel Matters, Section 551.074

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

Deliberate Regarding Economic Development Negotiations, Section 551.087

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

The Council met in executive session until 4:55 p.m. Mayor Perry recessed the meeting until 9:00 a.m. Friday, March 2, 2012.

PLANNING SESSION (CONTINUED)

The workshop reconvened at the Junior League of Midland facility for its second session at 9:02 a.m. on Friday, March 2, 2012, with the following Council members present:

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), Council Member John James (District 3), and Council Member Michael Trost (District 4).

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, Finance Director Bob McNaughton, Community Services Director Tina Jauz, and Public Information Officer Tasa Watts.

The City Council continued discussing the topics that were prioritized from yesterday's session.

Drainage for Mockingbird Road and construction from Garfield to A Street: Following discussion, consensus was reached to have City Manager Sharp address the item during the budget process and to update the Drainage Master Plan.

Texting while driving: Following discussion, consensus was reached to pursue a ban on texting while driving in a regional approach. City Manager Sharp will have this item added to the April meeting agenda of TML's regional meeting and invite the City Council to attend.

Rent car franchise fee: Consensus was reached to include this with the Downtown Development Plan.

Parks maintenance: Consensus was reached that this item had already been dealt with.

Plastic bag ban and litter abatement/control: Following discussion, consensus was reached that this is a high priority and should be discussed in a regional context along with texting while driving.

DISCUSSION WITH BOARD/COMMISSION CHAIRS

Mayor Perry welcomed the chairs of some of the boards and commission to the table noting that the Council wanted to ensure there was an open dialogue and to get feedback from each board.

Planning & Zoning Commission – Becky Ferguson reported that they try to reflect on City Council priorities and that they try to make their meetings efficient. The Commission feels that they have different opinions at times than the Council and suggested that when there is a controversial item, there be dialogue in advance to discuss issues. She suggested that on those items a representative from the Planning & Zoning Commission attend the City Council meeting where the item will be heard and that the City Council should attend a joint training meeting with Planning & Zoning.

Hotel/Motel Tax Advisory Board - Jon Blair reviewed the Boards process of reviewing applications and making funding recommendations. He felt the process had integrity and thanked the Council for supporting their recommendations. He suggested that the Council consider using the unallocated balance of the Hotel/Motel tax funds to improve ballparks to generate a self-sustaining revenue stream. He spoke briefly about the number of people that come to Midland for athletic league events and how the funding would help to support those events.

Parks & Recreation Commission - David Hamm reported that having nice parks is what draws people to Midland and encouraged Council to continue to invest in the park system. He reported on the endowment fund noting that by spring or summer an awareness campaign will kick off to generate citizen interest and contributions to the fund. Mr. Hamm noted that nearly every major city has a hike and bike trail system but Midland does not. He reported that they were looking at creating a four mile trail along Midland College and Midland Airpark at a cost of approximately \$75,000 per mile.

Midland Football-Soccer and Baseball Complex Development Corporation – Mayor Perry addressed the issue of the tax that will sunset as early as 2016 and the need to address ongoing maintenance needs of the sports complex. He explained that if the fund went away, the cost would shift to the taxpayers which could increase property taxes. The short term thinking was that operations need to come fully out of the 4B.

Discussion ensued about changing the tax rate and that by keeping it a sales tax only 40% of the burden is picked up by Midland taxpayers.

Ken Marks reported that their board has been in discussions regarding the bonds and that they anticipated them to be paid off in 2016 and would leave a good fund balance. The operating expense is now less than \$100,000 and when the promotion of events was turned over to the Rock Hounds the number of events has increased. He reported that over 4 million people have gone through the two stadiums since inception and wanted to ensure that they continue to be maintained. When asked if he would be on board to educate and promote keeping a tax for the maintenance of the facility, he reported he would.

Midland Development Corporation – Mayor Perry shared that the City Council wanted the MDC to understand there are many tools in their toolbox, not just incentives to promote economic development. He explained that hindrances to economic development are lack of housing and lack of water. He suggested the MDC focus on infrastructure projects that would help both water and housing.

Laura Roman, MDC Chair, suggested that all groups get together to hear about projects and resources. She reported that they are open and ready for business and that the increased communication has helped. She explained that in the past each member of the board was assigned an opportunity zone but felt it would be more important to focus on a new work plan with different areas such as housing and workforce development. She suggested that when the Planning & Zoning and City Council meet, the MDC should attend the same meeting.

The City Council conveyed that they do not want the fund balance to continue to grow emphasizing they want to see projects getting underway, especially infrastructure.

The City Council continued discussing the topics that were prioritized from yesterday's session.

Transitioning the fleet to natural gas – Following discussion, consensus was reached to do an analysis to see if payback could be received in eight years if the fleet was transitioned to natural gas.

349/I-20 safety issues: Consensus was reached that this item could be combined with Infrastructure plan for I-20 and major corridors.

Number of unrelated persons per household: Following discussion, consensus was reached that staff was already addressing the issues and that Council Member James should be included in conversations on this topic.

City Hall facilities: Discussion ensued that a new City Hall was needed but staff had not yet begun to address the issue. It was reported that MDC could be used to build a public parking garage and there was potential to build a City Hall on top of a parking garage. It was suggested that if a whole block was obtained, a City Hall could be built with a new Municipal Court.

CLOSING COMMENTS

Council Members felt that identifying and talking about the issues have helped to clarify their direction. The Council thanked staff for putting together the retreat, especially Jennifer Schumann and Tasa Watts for behind the scenes work.

All of the business at hand having been completed, the meeting adjourned at 11:58 a.m.

PASSED AND APPROVED the 20th day of March, 2012.

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Bob McNaughton, Director of Finance

SUBJECT: Review and Approval of Depository Services RFP

Purpose:

Seek proposals from depository institutions to serve the City as required by statute.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Historical cost presented in Attachment 3

Discussion:

The City is required by Chapter 105 of the Texas Local Government Code to designate the bank, credit union, or savings association to serve as the municipal depository.

A search for, evaluation of, and award of a contract for these services is conducted every four years. The normal time span for depository contracts are a base two year contract with an optional two year extension. Institutions to be contacted are listed in Attachment 4.

The Schedule of Events (Attachment 1) and RFP (Attachment 2) were approved by the Finance and Audit Committee (the Committee) and are presented to City Council approval.

The depository institution selected by the Committee to provide services to the City for the next four-year period will be presented to City Council at a Council meeting in May for approval and direction to pursue a contract with the selected institution.

Attachments

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR DEPOSITORY AND OTHER COMMERCIAL BANKING SERVICES; THE CITY OF MIDLAND IS ENGAGING IN A REQUEST FOR PROPOSALS TO SELECT A BANK TO PERFORM AS THE PRIMARY DEPOSITORY FOR THE INVESTMENT OF CITY FUNDS AND SOURCE OF COMMERCIAL BANKING SERVICES, AND TO SELECT A BANK OR BANKS TO SERVE AS A SECONDARY DEPOSITORY OR DEPOSITORIES FOR THE INVESTMENT OF THE CITY FUNDS; PROPOSALS FOR CONSIDERATION MUST BE RECEIVED BY THE CITY SECRETARY BY 4:00 P.M. ON APRIL 17, 2012; AND IT IS ANTICIPATED THAT RECOMMENDATIONS SHALL BE MADE TO THE COUNCIL ON MAY 22, 2012

WHEREAS, the City of Midland is required by Texas Local Government Code §105.011 to seek proposals and to select a depository for public funds and other commercial banking services; and

WHEREAS, the Finance Department has drafted a request for proposals for such services; and

WHEREAS, the City Council finds it to be in the public interest to approve said request for proposals and authorize the advertisement for applications for the performance of said services;

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

SECTION ONE. That the request for proposals for the provision of depository and other commercial banking services as prepared by the Finance Department is hereby approved, that request to be on file in the City Secretary's office referenced by the number and date of this resolution.

SECTION TWO. That the City Manager is hereby authorized and directed to advertise, pursuant to the statutes of the State of Texas, for applications for the performance of said depository and banking services.

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

**Bank Services/Depository Contract RFP
SCHEDULE OF EVENTS**

EVENT	DATES
Review RFP with F&A Committee - Wednesday	03-07-12
Revise RFP	03-09-12
Council Approval of RFP	03-20-12
Mail RFP to Banks	03-20-12
Publish Notice Requesting Submission of Applications for Depository Services	03-23-12
Information Meeting	04-03-12
Responses Due to COM	04-17-12
Review with F&A Committee – Wed. / Thurs.	05-09 or 10 -12
Council Action on selection and direction to pursue contract	05-22-12
Conversion & Training (if required)	05-25, 08-20-12
Implementation with new contract	08-24-12

REQUEST FOR PROPOSALS

CITY OF MIDLAND, TEXAS
PRIMARY DEPOSITORY/BANKING SERVICES
AND
SECONDARY DEPOSITORIES

March 7, 2012

Attachment 2

City of Midland
Request for Proposals

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I. INTRODUCTION

The City of Midland (City) is engaging in a request for proposals process to consider proposals and to select a bank to perform as the primary depository for the investment of City funds and source of commercial banking services, and to select a bank or banks to serve as a secondary depository or depositories for the investment of the City funds.

This process will result in the execution of a depository agreement or agreements for a term of two years with the option to extend the arrangement for periods of one or two years providing both parties agree to such an extension. Should such agreement or agreements be extended, the earning rates and service costs may be renegotiated.

All applicants should be familiar with V.T.C.A., Local Government Code Sections 105.001 et seq., which imposes certain statutory requirements upon a City depository. All applicants and the selected depositories will absolutely have to comply with the provisions of V.T.C.A., Local Government Code Sections 105.001 et seq.

The City of Midland desires to acquire banking services which represent the best value to the City. The City considers value to be a function of price, quality, service, and convenience.

The following are the three primary objectives of the City with regard to selecting a bank or banks:

- a.) To insure the highest degree of safety and security of public funds.
- b.) To insure that all obligations of the City are met on a timely basis, with the assistance of reliable, dependable, and timely commercial bank services, and
- c.) To obtain the highest return on cash balances not required for current obligations that can be obtained consistent with federal and state law and the City Charter.

This request for proposal does not commit the City of Midland to enter into any formal or informal banking services arrangement or to incur any costs related to the preparation of a response.

All variances from the City's specifications, terms and/or conditions, no matter how slight, must be clearly indicated. Otherwise, it will be assumed that your proposal fully complies with the City's terms, conditions and specifications.

All proposals must be signed by an officer of the bank who is authorized to bind the bank.

The City will select as its municipal depositories one or more banks that, in the City's judgment, offer the most favorable terms and conditions for the handling of its municipal funds.

II. TERMS AND CONDITIONS

- A. The City reserves the right to reject all proposals, to waive any irregularities or informalities in any proposal, to reject nonconforming, nonresponsive, or conditional proposals, to request additional information, to accept or reject any item of any proposal, and to allow proposed alternatives.

The City reserves the right to negotiate such additions, deletions, or changes as it deems necessary during the term of an agreement.

By submitting a proposal the firm agrees to and does hereby waive any claim the firm has or may have against the City, its agents and employees arising out of or in any way connected to the following:

1. The administration, evaluation or recommendation of any proposal;
2. Waiver or deletion of any of the requirements under the Request for Proposal;
3. Acceptance or rejection of any proposal;
4. Award of contract.

- B. **RELEASE – NOT WITHSTANDING ANY OTHER PROVISIONS BY SUBMITTING A PROPOSAL THE FIRM HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY OF MIDLAND, TEXAS, THEIR EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH THE FIRM 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, OR CITY'S NEGLIGENCE AS MIGHT RELATE TO ITEMS 1 THROUGH 4 OF THE IMMEDIATELY PRECEDING PARAGRAPH.**

- C. **ATTORNEY'S FEES - BY SUBMITTING A PROPOSAL, THE FIRM 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 OF MIDLAND, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE RFP, OR THE CONSTRUCTION, INTERPRETATION, ADMINISTRATION OF THE RFP. THE FIRM SPECIFICALLY AGREES THAT IF THE FIRM BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS RFP, THE CONSTRUCTION, INTERPRETATION, ADMINISTRATION OR VALIDITY OF THIS RFP, OR BREACH OF ANY CONTRACT RELATED IN ANY WAY TO THIS RFP, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE FIRM AGREES TO ABANDON,**

II. TERMS AND CONDITIONS (continued)

WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH THE FIRM MIGHT OTHERWISE BE ENTITLED.

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

THE FIRM AND THE CITY OF MIDLAND ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE RFP DOCUMENTS WITH LEGAL COUNSEL PRIOR TO ANY ACTION OR PROCEDURES UNDERTAKEN HEREUNDER.

III. SUBMISSION INSTRUCTIONS

The City will hold a pre-submission conference for all interested institutions at 3:30 p.m., April 3, 2012, in the basement conference room of Midland City Hall. The purpose of this meeting shall be to provide an opportunity for potential proposers to seek clarification of items in the RFP and ask any questions which may assist in preparing a response to the RFP.

Responses to this request shall be submitted in a sealed envelope, clearly identified as "Proposal for Banking Services", and mailed or delivered to:

City of Midland
City Secretary
P. O. Box 1152
300 N. Loraine, Room 340
Midland, TX 79702-1152

Three copies of each proposal are required for review.

Any questions or requests for clarification should be addressed to Mr. Robert (Bob) McNaughton, Director of Finance/Treasurer, (432) 685-7210.

Proposals for consideration must be submitted and received by 4:00 P.M. April 17, 2012. It is anticipated that recommendations will be made to the Council on May 22, 2012 agenda. Effective Date of agreement will be that of full execution by all parties following Council approval.

IV. QUALIFICATIONS AS DEPOSITORY

Each bank submitting a proposal must be a federal or Texas chartered bank doing business and having a main office within the city limits of Midland, Texas.

IV. QUALIFICATIONS AS DEPOSITORY (continued)

Each bank submitting a proposal must be a member of the Federal Reserve System and FDIC.

The selected bank or banks shall qualify as a depository in compliance with V.T.C.A., Local Government Code Section 105.031, by providing the appropriate security or securities not later than five days before the commencement of the term of the depository contract. The City will require the bank to pledge securities of the kind specified in V.T.C.A., Government Code Chapter 2257 to secure the municipal funds, to include interest accrued thereon to date deposited at such bank, with the exception of personal bonds or surety bonds. The City will not accept personal bonds or surety bonds in lieu of securities. Each bank submitting a proposal must be able to meet the requirements of V.T.C.A., Local Government Code Sections 105.034.

Proposals for the primary depository must identify direct obligations of the United States, which will be pledged to the City, in an amount at least equal to 65% of the anticipated municipal funds to be on deposit. Proposals submitted for a secondary depository must identify direct obligations of the United States, which will be pledged to the City, in an amount at least equal to 85% of the anticipated municipal funds to be on deposit. The bank must be the true and legal owner of all securities which will be pledged to the City, and such securities must be free and clear of all liens and claims and not pledged for any other purpose. The City will not accept any securities which have been acquired by the bank under a repurchase agreement. All banks submitting proposals shall designate the Federal Reserve Bank to hold the pledged securities in safekeeping. The institution used for the safekeeping of pledged securities shall be required to issue safekeeping receipts signed by the safekeeping institution for all pledged securities.

Customer copies of such signed safekeeping receipts shall be delivered to both the depository bank and the City. All securities which are pledged, the substitution of any pledged securities, and release of any pledged securities must be approved in amount and form in advance by the City. The value of the securities shall be determined by the City, and its determination will be final and binding on the depository bank.

A bank submitting a proposal must have an adequate organization, facilities, equipment, and personnel to provide prompt and efficient services to the City as proposed.

A bank submitting a proposal must be an Equal Opportunity Employer and lender and should furnish evidence of such with the proposal.

A bank submitting a proposal must assign and identify a senior level management person as liaison with the City Treasurer's office should the proposal be accepted.

A bank submitting a proposal must agree, if a proposal is accepted, to cash, without charge to the City or City employee, City employee payroll checks after proper identification, whether or not the employee has an account with the proposing bank. Additionally, a bank submitting a proposal must agree, if a proposal is accepted, to provide free of charge to City employees a checking account, or in the event of an individual being disallowed for a checking account an account with debit card access only, for private use of the City Employee. The City shall be able to conduct, periodic ACH transactions with these or any similar accounts with no charge to the City or City employee, other than charges associated with any normal ACH transaction of the City.

V. REQUIRED SERVICES

The City has for several years maintained a primary cash concentration account ("Pooled Cash") into which most receipts have been deposited. Most disbursements, whether for payment of vendors, deposit to the payroll account, placement of investable balances, etc. have been made from the one account. Additionally, the City maintains a payroll account for distribution of employee payroll amounts, a NSF clearing account against which all NSF deposits are to be charged, a Municipal Court Bond account to which Municipal Court Bonds are deposited and disbursed through, and a Municipal Court Jury account through which all payments for jury service are made.

It may become necessary to modify the primary cash concentration concept to one of several concentration accounts.

Appendix I is a list of required services of the primary depository.

Appendix II is a list of the primary activities and transaction volumes to be anticipated. All transaction types and volume as listed on Appendix I and Appendix II must be accommodated by a primary depository. The transaction volume is made up of a generally uniform flow of receipts and disbursements of approximately two hundred million dollars per year in operating funds (revenues are slightly heavier November thru January). Construction project disbursements (typically financed from bond proceeds) may average fifteen million dollars per year. Present average cash balance is slightly more than one million dollars. The total of all funds should range between one-quarter and three million dollars, but could rise as high as two hundred fifty million dollars for a brief period due to investment activity.

Appendix III is provided as a format of a letter of submittal and proposal summary sheet. The submittal letter (signed by proper authority), the proposal summary form (or substitute format), evidence of eligible securities, statement of financial condition, statement of paid up capital stock, and statement of permanent surplus constitute the minimum response to this RFP.

The City presently incurs certain transaction charges for services received. Proposals will be accepted with specific transaction and service fees stated.

The nature of the City's excess cash balance is such that some funds may be invested for a few days and other funds may be invested for as much as substantially longer periods up to 10 years. It is desirable to the City to index investment rates rather than to fix a rate. Appendix III offers several alternatives.

All demand deposits and other deposits must be fully insured or fully secured by eligible and acceptable securities as provided in V.T.C.A., Local Government Code Section 2257.022 as limited by Section IV, Qualifications as a Depository, of this RFP.

It is the City's intent that all City checking (demand) accounts be accounts paying higher rates of interest.

The City recognizes the special relationship necessary with the primary depository, and the City will pledge to maintain average monthly deposits with the primary depository of not less than five hundred thousand dollars or all of the City's funds for deposit, whichever is the lesser.

I V. REQUIRED SERVICES (continued)

In addition to a proposal to serve as a primary depository, the City will also accept alternative proposals from banks desiring to act as sole depository. A sole depository proposal must accompany a primary depository proposal.

Banks desiring to submit proposals as secondary depositories should indicate the maximum size of deposits desired and any reservations regarding length of investment or fluctuating level of investment.

Each depository bank shall be required to provide a listing each month of all pledged securities to the City. The list will clearly identify each security, provide coupon rate, maturity date, par amount, and market value of each item, and provide totals of par and market amounts. The City at any time may investigate the value of any of the securities that may be pledged by such depository. The full cooperation of such depository will be required in such instance.

APPENDIX I

General Descriptions of Required Services

Collection Items - Outgoing and Incoming

Money Orders and Cashiers Checks

Unlimited Number of Accounts

Cashing of City Payroll Checks without cost to employee, checking account for employee without cost

Incoming Wire Transfers - with on-line detail of source/amounts

Outgoing Wire Transfers - on-line from City offices

Immediate Credit of State Warrants - with on-line detail

Special Statements by specific cutoff date for Audit purposes

Online Interday and Intraday Detail Reports of all City banking transactions by account with line item detail of all transactions

Online banking services for all city transactions

Online Stop Payment Orders

Night Depository services

All deposits in excess of FDIC coverage secured per state law and City specifications

Coin deposit verification

Monthly statements on all accounts with images of all checks on CD with appropriate software and support to allow for searching of images and compliance with Texas State Library Electronic Records Retention Requirements

Online Research of bank records

Electronic Funds Transfer and Automated Clearing House Entries - Direct Deposit Payroll, Water & Sewer and Insurance drafts, Accounts Payable payments to vendors, etc. Joint Safekeeping Service with a Federal Reserve Bank for the City's investment securities

Positive Pay services for City Accounts

APPENDIX II

Appendix II is found in the pdf file for this. It came from the excel file in F&A labeled bankchg 08.

APPENDIX III

PROPOSALS MUST BE SUBMITTED ON OR BEFORE 4:00 P.M.,
April 17, 2012

To the Treasurer of the City of Midland, I hereby agree to furnish the following services at the price(s) and terms stated, subject to all instructions, conditions, and specifications and all attachments hereto. I have read all the specifications and fully understand what is required. By submitting this signed proposal, initialed on each page, I officially agree to provide the services requested. This agreement covers all the terms, conditions, and specifications of this proposal. I hereby agree that we will make available for audit to appropriate City auditors any applicable business and/or financial records pertinent to this agreement.

ANTI-COLLUSION STATEMENT: Further, I understand that no premiums, rebates, or gratuities are permitted either with, prior to, or after submission of this proposal. Any violation of this prohibition will result in the cancellation and/or return of this proposal.

The below signed proposer has not divulged to, discussed or compared this proposal with other proposers and has not colluded with any other proposers or parties to a proposal.

PROPOSAL SUBMITTED BY:

NAME (PRINTED): _____

TITLE: _____

COMPANY (LEGAL REGISTERED NAME IN FULL AND ADDRESS):

ADDRESS: _____

SIGNATURE: _____ TELEPHONE NO. _____

APPENDIX III
PAGE 2

COSTS

Estimated Annual Service Charge (Based upon Appendices II & III -
Please provide detail if not \$0

\$

DEMAND ACCOUNT RATES

Public Funds Account Rate(s) _____ %

Other Demand Rate(s) _____ %

INVESTMENT RATES

1. Short Term (one to six days):

Repurchase Agreements - *WSJ Prime Less _____ % or
Other _____ %

Money Market Account - *WSJ Prime Less _____ % or
Other _____ %

2. Short Term (seven to twenty-nine days):

Yield Rate of Equiv T-Bill Maturity + (as published in *WSJ) _____ %
Other _____ %

3. Intermediate Term (thirty to ninety days):

Yield Rate of Equiv T-Bill Maturity + (as published in *WSJ) _____ %
Other _____ %

4. Intermediate Term (ninety-one to one hundred and eighty days):

Yield Rate of Equiv T-Bill Maturity + as published in *WSJ) _____ %
Other _____ %

5. Intermediate Term (six months to one year):

Yield Rate of Equiv T-Bill Maturity + (as published in *WSJ) _____ %
Other _____ %

APPENDIX III
PAGE 3

6. Term of One Year to Two Years:

Yield Rate of Equiv T-Bill Maturity + (as published in *WSJ)	_____ %
Other	_____ %

7. Term of Two to Three Years:

Yield Rate of Equiv T-Bill Maturity + (as published in *WSJ)	_____ %
Other	_____ %

8. Term of Three to Five Years:

Yield Rate of Equiv T-Bill Maturity + (as published in *WSJ)	_____ %
Other	_____ %

The City will choose the most advantageous option at the time of each investment/reinvestment.

* All WSJ (Wall Street Journal) references shall imply the previous business day.

City of Midland
Depository Services Fees
Actual FY'94 through FY'11
and Estimated FY'12

<u>Fiscal Year</u>	<u>Amount</u>
1994	55,705
1995	55,807
1996	53,707
1997	45,206
1998	47,091
1999	39,649
2000	41,568
2001	40,997
2002	42,967
2003	41,484
2004	38,361
2005	29,692*
2006	37,980
2007	43,997
2008	30,321*
2009	42,747
2010	44,136
2011	45,653
2012 est.	45,673

* Wells Fargo waived two months of charges
at the beginning of the 2004 & 2008 contract

REQUEST FOR PROPOSALS 2012 BANKS

	BANK	PRESIDENT/PHONE	RESPOND	Ltr SENT	ATTEND
1	American State Bank 509 W. Wall St., Ste. 100 Midland, TX 79701	Allen Pruitt (432) 571-4960 MAIN			
2	Bank of America 303 W Wall Midland, TX 79701	Joe Bermea (432) 688-7904			
3	Bank of Texas 306 W. Wall Midland, TX 79701	David Kirk (432) 221-6117 MAIN			
4	Chase Bank 2301 W. Wall Midland, TX 79701	Scott Nelson (432) 688-6499			
5	Citibank Texas NA 1100 Andrews Hwy Midland, TX 79701	VP Matthew Zentner (432) 697-2231 MAIN			
6	Community National Bank 401 E. Texas Midland, TX 79701	John West (432) 699-0834			
7	First Capital Bank of Texas 310 W. Wall St. Ste. 100 Midland, TX 79701	Jay Isaacs (432) 686-0044 EXT 800			
8	Wells Fargo Bank 500 W Texas P. O. Box 2097 Midland, TX 79702-2097	Eric Westphal (432) 685-5000 MAIN			
9	Western National Bank 2700 W Co Rd. P.O. Box 4597 Odessa, TX 79760	Dana Mosley (432) 617-1392			
10	West Texas National Bank 6 Desta Drive, Ste 2400 P. O. Box 52310 Midland, TX 79710	Keith Moore (432) 685-6500 MAIN			



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Bob McNaughton, Director of Finance

SUBJECT: First Quarter FY 2012 Investment Report

Purpose:

Compliance with the Public Funds Investment Act (PFIA) requires providing information on investments to governing body on a quarterly basis.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

None

Discussion:

Report indicates compliance with all PFIA requirements.

Results for first quarter FY 2012 indicate the yield on the portfolio for the first quarter was 1.5322% as compared to the benchmark 3 month Treasury yield of .0157% and pool yields of .0912% to .0865%. The effective interest rate on the portfolio as of December 31, 2011 was 0.4044%. Average maturity was 12.58 months at the end of the quarter.

The negative amounts in the Portfolio Summary associated with Unrealized Gains/Losses in Portfolio and Change in Unrealized Gains/(Losses) are an indicator of lower market rates and securities with higher rates being called. No unrealized losses are anticipated to be realized during the year.

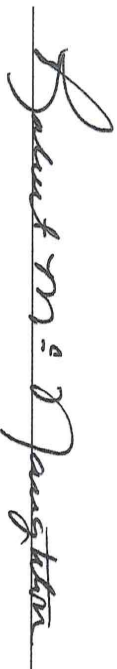
Unrealized gains in the portfolio attributable to market conditions at the end of the first quarter were \$33,695. Unrealized gains or losses do not necessarily result in cash gains or losses, but do reflect changes in the market value of securities in the portfolio.

CITY OF MIDLAND
INVESTMENT PORTFOLIO REPORT
FIRST QUARTER FY2012
AS OF 12/31/2011

This Quarterly Report is in compliance with the City of Midland Investment Policy and the Public Funds Investment Act (Chapter 2256).

The Investment Portfolio is in compliance with the City of Midland Investment Policy and applicable State Laws.

Robert McNaughton
Director of Finance

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Rolly Hughes
Asst. Treasurer

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Brenda C. Brown
Comptroller

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Portfolio Summary
1st Q Fiscal 2012

	1st Quarter	Year to Date
Weekly Average Portfolio	\$192,985,735	\$192,985,735
Yield on Portfolio (annualized)	0.7822%	0.7822%
Cash Gains/(Losses)	\$361,875	\$361,875
Yield including Gains/(Losses) (annualized)	1.5322%	1.5322%
Unrealized Gains/(Losses) in Portfolio	\$33,695	\$33,695
Change from Previous Period	-\$295,455	-\$295,455
3 Mo T-Bill yield on Average Portfolio	0.0157%	0.0157%
Texpool yield on Average Portfolio	0.0912%	0.0912%
TexStar yield on Average Portfolio	0.0865%	0.0865%

City of Midland
Listing of Investments
December 31, 2011

Investment Type	Maturity Date	Fund Owner- ship	Coupon Interest Rate	Principal	Beginning Market Value	Change in Position from Previous Quarter	Current Market Value	Accrued Interest to Date	Unrealized Profit/ Loss	Cumulative Unrealized Profit/ Loss
CASH	31-Dec-11	pooled	0.0000%	1,929,099.69	1,827,119.28	101,980.41	1,929,099.69	-	-	-
LOGIC	31-Dec-11	pooled	0.2045%	122,126.95	122,071.27	55.68	122,126.95	-	-	-
LOGIC	31-Dec-11	fund 365	0.2045%	29.04	29.03	0.01	29.04	-	-	-
LOGIC	31-Dec-11	fund 366	0.2045%	15,106.12	15,099.23	6.89	15,106.12	-	-	-
LOGIC	31-Dec-11	fund 389	0.2045%	1,413.98	1,413.33	0.65	1,413.98	-	-	-
LOGIC	31-Dec-11	fund 397	0.2045%	5,744.85	5,742.23	2.62	5,744.85	-	-	-
LOGIC	31-Dec-11	fund 501	0.2045%	13,666.57	13,660.34	6.23	13,666.57	-	-	-
LOGIC	31-Dec-11	fund 531	0.2045%	1,359.32	1,358.70	0.62	1,359.32	-	-	-
LOGIC	31-Dec-11	fund 532	0.2045%	5,578.30	5,575.75	2.55	5,578.30	-	-	-
TEXPOOL	31-Dec-11	pooled	0.0461%	75,034,780.69	58,125,592.82	16,909,187.87	75,034,780.69	-	-	-
TEXPOOL	31-Dec-11	fund 157	0.0461%	171,628.35	171,589.10	39.25	171,628.35	-	-	-
TEXPOOL	31-Dec-11	fund 158	0.0461%	2,549.50	2,548.69	0.81	2,549.50	-	-	-
TEXPOOL	31-Dec-11	fund 159	0.0461%	4,619.97	4,618.95	1.02	4,619.97	-	-	-
TEXPOOL	31-Dec-11	fund 165	0.0461%	90,453.57	90,432.85	20.72	90,453.57	-	-	-
TEXPOOL	31-Dec-11	fund 167	0.0461%	3,681.82	3,680.93	0.89	3,681.82	-	-	-
TEXPOOL	31-Dec-11	fund 168	0.0461%	4,696.76	4,695.74	1.02	4,696.76	-	-	-
TEXPOOL	31-Dec-11	fund 169	0.0461%	6,858.08	6,856.56	1.52	6,858.08	-	-	-
TEXPOOL	31-Dec-11	fund 185	0.0461%	8,150.43	8,148.54	1.89	8,150.43	-	-	-
TEXPOOL	31-Dec-11	fund 186	0.0461%	200,327.78	200,281.88	45.90	200,327.78	-	-	-
TEXPOOL	31-Dec-11	fund 187	0.0461%	20,781.12	20,776.31	4.81	20,781.12	-	-	-
TEXPOOL	31-Dec-11	fund 188	0.0461%	116,341.44	116,314.90	26.54	116,341.44	-	-	-
TEXPOOL	31-Dec-11	fund 189	0.0461%	84,102.70	84,083.48	19.22	84,102.70	-	-	-
TEXPOOL	31-Dec-11	fund 365	0.0461%	12,466.84	12,463.93	2.91	12,466.84	-	-	-
TEXPOOL	31-Dec-11	fund 375	0.0461%	484,738.58	484,627.69	110.89	484,738.58	-	-	-
TEXPOOL	31-Dec-11	fund 389	0.0461%	1,296,355.23	1,296,058.60	296.63	1,296,355.23	-	-	-
TEXPOOL	31-Dec-11	fund 397	0.0461%	1,522,738.96	1,522,390.52	348.44	1,522,738.96	-	-	-
TEXPOOL	31-Dec-11	fund 501	0.0461%	3,669,584.01	3,561,746.93	107,837.08	3,669,584.01	-	-	-
TEXPOOL	31-Dec-11	fund 531	0.0461%	200,634.84	200,588.88	45.96	200,634.84	-	-	-
TEXPOOL	31-Dec-11	fund 621	0.0461%	11,845,804.60	11,843,094.65	2,709.95	11,845,804.60	-	-	-
TEXPOOL	31-Dec-11	fund 641	0.0461%	7,707.36	7,705.53	1.83	7,707.36	-	-	-
TEXSTAR	31-Dec-11	pooled	0.0669%	64,960,662.08	35,141,514.29	29,819,147.79	64,960,662.08	-	-	-
TEXSTAR	31-Dec-11	fund 182	0.0669%	39,147.82	39,139.30	8.52	39,147.82	-	-	-
TEXSTAR	31-Dec-11	fund 184	0.0669%	386,916.58	386,832.33	84.25	386,916.58	-	-	-
TEXSTAR	31-Dec-11	fund 190	0.0669%	180,043.52	180,596.53	(553.01)	180,043.52	-	-	-
TEXSTAR	31-Dec-11	fund 191	0.0669%	645,203.07	744,899.03	(99,695.96)	645,203.07	-	-	-
TEXSTAR	31-Dec-11	fund 192	0.0669%	124,656.33	124,823.60	(167.27)	124,656.33	-	-	-
TEXSTAR	31-Dec-11	fund 193	0.0669%	26,205.60	26,298.14	(92.54)	26,205.60	-	-	-
TEXSTAR	31-Dec-11	fund 194	0.0669%	298,916.09	297,171.47	1,744.62	298,916.09	-	-	-
TEXSTAR	31-Dec-11	fund 195	0.0669%	4,758,937.91	4,735,587.10	23,350.81	4,758,937.91	-	-	-
TEXSTAR	31-Dec-11	fund 196	0.0669%	1,579,590.47	2,009,183.98	(429,593.51)	1,579,590.47	-	-	-
TEXSTAR	31-Dec-11	fund 380	0.0669%	1,327,433.98	1,607,104.21	(279,670.23)	1,327,433.98	-	-	-
TEXSTAR	31-Dec-11	fund 621	0.0669%	573,957.63	573,832.66	124.97	573,957.63	-	-	-
				171,784,798.53	125,627,349.28	46,157,449.25	171,784,798.53	-	-	-
FFCB	28-Aug-18	pooled	2.3600%	5,000,000.00	4,984,830.00	15,410.00	5,000,240.00	41,704.11	240.00	240.00
FHLB NOTE	14-Sep-18	pooled	2.3500%	5,000,000.00	5,015,410.00	(5,070.00)	5,010,340.00	35,089.04	10,340.00	10,580.00
FHLB NOTE	08-Sep-20	pooled	3.1000%	10,000,000.00	10,001,330.00	(590.00)	10,000,740.00	97,671.23	740.00	11,320.00

City of Midland
Listing of Investments
December 31, 2011

Investment Type	Maturity Date	Fund Owner- ship	Coupon Interest Rate	Principal	Beginning Market Value	Change in Position from Previous Quarter	Current Market Value	Accrued Interest to Date	Unrealized Profit/ Loss	Cumulative Unrealized Profit/ Loss
FHLB NOTE	21-Jun-21	pooled	3.8000%	-	5,024,530.00	(5,024,530.00)	-	-	-	11,320.00
FHLB NOTE	29-Jun-21	pooled	3.7500%	-	10,156,360.00	(10,156,360.00)	-	-	-	11,320.00
FFCB	16-Aug-21	pooled	3.4400%	-	10,059,160.00	(10,059,160.00)	-	-	-	11,320.00
FHLB NOTE	02-Sep-21	pooled	3.6000%	-	10,021,240.00	(10,021,240.00)	-	-	-	11,320.00
FHLMC	01-Nov-21	pooled	3.1250%	5,000,000.00	-	5,022,375.00	5,022,375.00	26,113.01	22,375.00	33,695.00
FHLB NOTE	07-Sep-21	pooled	3.2400%	-	10,066,290.00	(10,066,290.00)	-	-	-	33,695.00
				25,000,000.00	65,329,150.00	(40,295,455.00)	25,033,695.00	200,577.40	33,695.00	
				<u>196,784,798.53</u>	<u>190,956,499.28</u>	<u>5,861,994.25</u>	<u>196,818,493.53</u>	<u>200,577.40</u>	<u>33,695.00</u>	

As of December 31, 2011

AGING SCHEDULE - TOTAL PORTFOLIO:

TOTAL PORTFOLIO BY INVESTMENT TYPE:

CASH	1.0%	\$	1,929,099.69	\$	1,929,099.69	0.0000%	\$	1,929,099.69
LOGIC	0.1%		165,025.13		165,025.13	0.2045%		165,025.13
TEXPOOL	48.2%		94,789,002.63		94,789,002.63	0.0461%		94,789,002.63
TEXSTAR	38.1%		74,901,671.08		74,901,671.08	0.0586%		74,901,671.08
FGIC	0.0%		-		-	0.0000%		-
C.D.'s	0.0%		-		-	0.0000%		-
T-BILL's	0.0%		-		-	0.0000%		-
SLMA's	0.0%		-		-	0.0000%		-
T-NOTE's	0.0%		-		-	0.0000%		-
FHLB NOTE	7.6%		15,000,000.00		15,000,000.00	0.0000%		15,011,080.00
FNMA	0.0%		-		-	0.0000%		-
FFCB	2.5%		5,000,000.00		5,000,000.00	0.0000%		5,000,240.00
FHLMC	2.5%		5,000,000.00		5,000,000.00	3.1250%		5,022,375.00
SLUG's	0.0%		-		-	0.0000%		-

EFFECTIVE INTEREST RATE FOR TOTAL PORTFOLIO:	\$196,784,798.53	@	0.4044%
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AVERAGE MATURITY IN MONTHS	12.58
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Transaction List		Fiscal 2012														
Bo/	Type	Rate	Trade	Settlement	Maturity		Face	Price		Principal	Original Price		Original	Profit/	Daily	Adjusted
Sold	Security		Date	Date	Date	Broker	Amount	%	32's	Amount		32's	Principle	Loss	Acc/Am	P/L
Q1 FISCAL 2012																
Sold	FFCB	3.440%	13-Oct-11	14-Oct-11	16-Aug-18	BOSC	10,000,000.00	101	0.4000	10,140,000.00	100.00	0	10,000,000.00	140,000.00	0.00	140,000.00
Bot	FHLMC	3.125%	13-Oct-11	01-Nov-11	01-Nov-21	BOSC	5,000,000.00	100	0.0000	5,000,000.00						
Sold	FHLB	3.750%	01-Nov-11	02-Nov-11	29-Jun-21	BOSC	10,000,000.00	101	0.5938	10,159,375.00	100.00	0	10,000,000.00	159,375.00	0.00	159,375.00
Sold	FHLB	3.240%	07-Dec-11	08-Dec-11	07-Sep-21	BOSC	10,000,000.00	100	0.6250	10,062,500.00	100.00	0	10,000,000.00	62,500.00	0.00	62,500.00
														361,875.00		361,875.00



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4570-12 Readymix Concrete and Caliche

Purpose:

Approval of a resolution authorizing the execution of a master agreement for an annual supply of readymix concrete and stabilized caliche.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$65,040.00 General Fund

Discussion:

Two bids were received for readymix concrete and caliche. We are recommending an award to the lowest bidder, Troy Vines, Inc. of Midland, Texas.

Therefore, please consider approval of a resolution authorizing execution of a master agreement for readymix concrete and stabilized caliche with Troy Vines, Inc. of Midland, Texas for an estimated annual cost of \$65,040.00.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PURCHASE AGREEMENT FOR AN ANNUAL SUPPLY
OF READY-MIX CONCRETE AND STABILIZED
CALICHE FROM TROY VINES, INCORPORATED, OF
MIDLAND, TEXAS, AT A TOTAL COST OF \$65,040.00**

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for an annual supply of ready-mix concrete and stabilized caliche; and

WHEREAS, Bid No. 4570-12 was opened on February 22, 2012, with the lowest and most responsible bid being submitted from Troy Vines, Inc., at a total price of \$65,040.00, 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 said company for said ready-mix concrete and stabilized caliche to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of a purchase agreement for an annual supply of ready-mix concrete and stabilized caliche;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a purchase agreement for an annual supply of ready-mix concrete and stabilized caliche, with Troy Vines, Inc., of Midland, Texas, said purchase agreement 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 for said ready-mix concrete and stabilized caliche out of funds available in the Fiscal Year 2011- 2012 General Fund (001) Engineering Services (080) Transportation (0085) Maintenance of Streets and Sidewalks (4210) budget account upon receipt of a 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

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID NO.: 4570-12 FOR: Readymix & caliche MA CLOSES: 2/22/2012			Troy Vines Inc PO box 1351 Midland, TX 79702 Jimmy Vines (432)682-7031		Midland Concrete, LTD PO Box 50287 Midland, TX 79710 John Fischer (432)570-0750	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL
Please see notes following this list.....						
1	30	cy - 2000 PSI Readymix (4 sack)	86.00	\$2,580.00	87.00	2,610.00
2	30	cy - 2500 PSI Readymix (4.5 sack)	89.00	\$2,670.00	90.00	2,700.00
3	400	cy - 3000 PSI Readymix (5 sack)	92.00	\$36,800.00	93.00	37,200.00
4	50	cy - 3500 PSI Readymix (5.5 sack)	95.00	\$4,750.00	96.00	4,800.00
5	100	cy - 4000 PSI Readymix (6 sack)	98.00	\$9,800.00	100.00	10,000.00
6	30	cy-Concrete Sand	37.00	\$1,110.00	40.00	1,200.00
7	30	cy - TY C; grade 3 aggregate (pea gravel)	40.00	\$1,200.00	35.00	1,050.00
8	10	bags - Fibermesh	6.50	\$65.00	7.00	70.00
9	10	cy-2% Accelerator (Calcium)	6.50	\$65.00	8.50	85.00
10	100	Expansion Joints	0.50 per foot		5.00 each	
11	1	Cost to Remix	60.00		10.00	
12	100	cy - Stabilized Base (2 sack Caliche)	60.00	\$6,000.00	55.00	5,500.00
		Time notice for delivery	48 hours/sometimes same day		48 Hours	
		Additional charge for order less than minimum load	\$100.00000		\$100.00000	
		State minimum load size	Any load under 5 1/2 yards		6 cy	
TOTALS:				\$65,040.00		\$65,215.00
Discount if all awarded to your company...Discounted Total:			\$	65,040.00	\$	65,215.00

Bidding Summary:

6 Bid requests were issued.

2 Bids listed above

1 NO BIDS were received.

Acme Brick

3 Bidders did not respond.

Don Wise, Canyon Redi-Mix, Desert Paving



Master Agreement

4570-12

For

Readymix Concrete and Caliche

THIS AGREEMENT, made this 21st day of March, 2012, by and between the City of Midland, Texas, a home rule municipal corporation, hereinafter referred to as "City", and Troy Vines, Inc., hereinafter referred to as "Company".

1. Company agrees to sell Readymix Concrete and Caliche listed in the attached Cost Summary, as submitted by Company, which shall conform to the City's specifications set forth in that request, being incorporated herein and made a part of this agreement for all purposes.

Total Projected Cost: \$65,040.00

The above stated prices shall remain in effect for the full term of this agreement.

2. Said Readymix Concrete and Caliche are to be delivered in such quantities and at such time as designated by the Purchasing Agent of the City. The total quantity of products which the City is obliged to purchase shall be the total of the quantities from time to time ordered by the Purchasing Agent of the City, and which are delivered and accepted.

3. Payment by the City shall be made within 30 days after receipt of invoices from the Company which shall be subject to verification as to quantities and quality delivered as herein provided.

4. Such Readymix Concrete and Caliche shall be delivered to the City's Various Locations, Midland, Texas. Freight and delivery charges are included in the purchase prices stated above.

5. The term of this agreement shall be for a period of 1 year(s) commencing on March 21, 2012, and terminating on March 20, 2013 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of one additional year. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

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

6. If Company fails in any manner to fully perform and carry out each and all of the terms, covenants and conditions of this agreement, Company shall be in default and notice in writing shall be given it of such default by the Purchasing Agent of the City. If Company fails to cure such default within 30 days of such notice, City, acting by and through the Purchasing Agent, may at its option terminate and cancel this agreement, and, at the expense of the Company, complete the agreement or cause the same to be completed.

In the event of such termination, all monies due Company under the terms of this agreement shall be retained by the City, but such retention shall not release Company from liability for its default. In such event, however,

Company will be credited with the amount of money so retained toward any amount by which the cost of completion of the agreement, as above provided, exceeds the agreement price.

Such termination shall not effect or terminate any of the rights of the City as against Company then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

7. **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.

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

9. **WAIVER OF 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 OR 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. THE 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 OR SOVEREIGN IMMUNITY.

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

10. **RELEASE:** NOTWITHSTANDING ANY OTHER PROVISION, 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.

11. **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 to be 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 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 Company's work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

12. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES**

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, 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 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.

13. **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.

14. **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.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first above written.

Troy Vines, Inc.

By _____

Please Print Name

Please Print Title

CITY OF MIDLAND, TEXAS

By _____
Courtney B. Sharp, City Manager

ATTEST:

APPROVED AS TO FORM:

Amy M. Turner, City Secretary

Keith Stretcher, City Attorney

Corporate Acknowledgment: Master Agreement No. 4570-12

THE STATE OF TEXAS §

§

COUNTY OF MIDLAND §

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

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

Notary Public, State of Texas

City of Midland - Cost Summary

BID NO.: 4570-12 FOR: Readymix & caliche MA			Troy Vines Inc PO box 1351 Midland, TX 79702 Jimmy Vines (432)682-7031	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL
		Please see notes following this list.....		
1	30	cy - 2000 PSI Readymix (4 sack)	86.00	\$2,580.00
2	30	cy - 2500 PSI Readymix (4.5 sack)	89.00	\$2,670.00
3	400	cy - 3000 PSI Readymix (5 sack)	92.00	\$36,800.00
4	50	cy - 3500 PSI Readymix (5.5 sack)	95.00	\$4,750.00
5	100	cy - 4000 PSI Readymix (6 sack)	98.00	\$9,800.00
6	30	cy-Concrete Sand	37.00	\$1,110.00
7	30	cy - TY C; grade 3 aggregate (pea gravel)	40.00	\$1,200.00
8	10	bags - Fibermesh	6.50	\$65.00
9	10	cy-2% Accelerator (Calcium)	6.50	\$65.00
10	100	Expansion Joints	0.50	per foot
11	1	Cost to Remix	60.00	
12	100	cy - Stabilized Base (2 sack Caliche)	60.00	\$6,000.00
		Time notice for delivery	48 hours/sometimes same day	
		Additional charge for order less than minimum load	\$100.00000	
		State minimum load size	Any load under 5 1/2 yards	
TOTALS:				\$65,040.00



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4440-12 Construction of a Pavilion at Hogan Park

Purpose:

Approval of a resolution approving plans and specifications and authorizing advertisement for bids for the turnkey construction of a pavilion at Hogan Park for the Community Services Department.

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 construction of a pavilion at Hogan Park.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: March 8, 2012
To: Tommy Hudson, Deputy City Manager
From: Tina Jauz, Community Services Director
Subject: Pavilion at Hogan Park

In August 2009, the City Council deferred the purchase and construction of a pavilion at Hogan Park. The pavilion is the final component of the renovations at Hogan Park with the playground and surrounding area being completed last spring.

The Parks and Recreation Division is seeking approval for plans and specification and authorizing advertisement for bids for the turnkey construction of a pavilion at Hogan Park for the Community Services Department. The purchase price, in the estimated amount of \$115,000 will include the purchase and installation of the structure. The purchase price will also include the 75'X75' by 5" thick cement foundation.

The pavilion, a 70' octagon with a laminated wood, two-tiered octagon shelter with a galvanized metal roof, would be constructed in the southeast area of the park.

The funds are still available in the Hogan Park Renovations Project earmarked for completion of the pavilion. There is currently \$130,000 available from 2007 Certificate of Obligation funds.

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE CONSTRUCTION OF A PAVILION AT HOGAN PARK; SAID PAVILION IS THE FINAL COMPONENT OF THE RENOVATIONS AT HOGAN PARK

WHEREAS, plans and specifications have been prepared by the City of Midland for the turnkey construction of a pavilion at Hogan Park; and

WHEREAS, the City Council finds it to be in the public interest to approve such plans and specifications for said project and to authorize 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 as prepared by the City of Midland for the construction of a pavilion at Hogan Park are hereby approved, those plans and specifications to 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 to advertise for competitive bids for said project 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.4440-12

THIS CONTRACT, effective the ____ day of ____, 2012, 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 turnkey construction of a 70 ft Pavilion at Hogan Park located at 1201 E Wadley, Midland, Texas 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: 4440-12

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: Contract No.4440-12

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

THE CITY OF MIDLAND SPECIFICATION

For
Pavilion at Hogan Park

1. SCOPE:

Labor, material, equipment and supervision necessary for turnkey construction of a pavilion at Hogan Park located at 1201 E. Wadley, Midland, Texas.

2. 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.

3. DEFINITIONS

3.1. OWNER

City of Midland

3.2. CONTRACTOR

Successful Bidder

4. DOCUMENTS

Contract

Exhibit A - These specifications, Proposal or Cost Summary

Exhibit B – Intentionally Omitted

Exhibit C – Bonding Requirements

Exhibit D – Wage Schedule

5. 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

5.1. PERMITS/COMPLIANCE WITH LAW

5.1.1. Permits and Licenses:

- 5.1.1.1. 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.)

5.1.2. Taxes:

- 5.1.2.1. 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.)

- 5.1.2.2. Tax Exemption Certificate.

The Contractor may obtain a sales tax exemption certificate from the City of Midland upon request from the Purchasing Office.

- 5.1.2.3. 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.

- 5.1.2.4. 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.

5.2. GENERAL

5.2.1. Award

- 5.2.1.1. 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

5.2.2. Bid Validity Period

- 5.2.2.1. Unless otherwise stated, bids shall be valid for a minimum of 90 days.

5.2.3. Minimum 70 ft diameter laminated wood two tiered octagonal shelter

- 5.2.3.1. Shall include Stained Beams

- 5.2.3.2. Shall include Decks

- 5.2.3.3. Shall include Fascia

- 5.2.3.4. Shall include 26 gauge exposed fastener metal roof.

- 5.2.3.5. Shall include Shipping to Midland, Texas

- 5.2.3.6. Shall include drilled piers

- 5.2.3.7. Shall include installation of frame

5.2.3.8. Shall include installation of metal roof deck and cupola

5.2.4. 75 ft x 75 ft X 5 in. concrete foundation for pavilion:

5.2.4.1. Concrete shall be 5 sack 3000 P.S.I.

5.2.4.2. Shall include 3/8 reinforcing steel on concrete seats throughout slab

5.2.4.3. Contractor shall finish concrete to a smooth finish

5.2.4.4. Concrete foundation shall be in accordance with Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges Item 422

5.2.4.5. Contractor shall haul off all debris from parks grounds daily and at completion of project due to the heavy traffic of citizens utilizing playgrounds.

6. 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

7. 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.

8. 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

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

Page 2

6

Date _____

9.23

CITY OF MIDLAND

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

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

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

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

Reseller Permit Number: _____

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

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

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

☐ Yes ☐ No

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

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

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

**No-Bid
Response
For
Request #: 4440-12 Hogan Park Pavilion**

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.**

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*
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY	ABC123456789	00/00/00	00/00/00	MEC EXPENSE	5000*
					[ANY ONE PERSON]	
					COMB. SINGLE LIMIT	250000*
					BODILY INJURY	
					[EACH PERSON]	
					BODILY INJURY	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				[PER ACCIDENT]	
					PROPERTY DAMAGE	
					EACH OCCURRENCE	
A	WORKERS' COMP AND EMPLOYERS' LIAB ABC123456789	ABC123456789		00/00/00	AGGREGATE	
					{STATUTORY LIMITS}	
					EACH ACCIDENT	100000*
A		ABC123456789		00/00/00	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.

EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

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

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____,

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

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____, to _____

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

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____.

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

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



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: 4711-12 Renovation of Washington Park Aquatic Center

Purpose:

Approval of a resolution authorizing a contract for the renovation of the Washington Park Aquatic Center.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$70,047.00 C. O. Funds

Discussion:

Bluescape Pools by Ranae submitted a base bid of \$135,846 to sandblast, re-plaster and paint the main pool and wading pool at Washington Park. They also submitted an alternate bid of \$70,047 to use Ultra Guard Super Epoxy to re-surface the interior of the pools. Bluescape Pools by Ranae was the only bidder. We are recommending the alternate bid of \$70,047.00. For further discussion on this item please see the attached memo from Kimberly Cornelsen, Assistant Parks Manager.

Therefore, please consider approval of a resolution authorizing a contract with Bluescape Pools by Ranae of Midland, Texas, for a total cost of \$70,047.00.

CITY OF MIDLAND
Community Services Department
Interoffice Memorandum

Date: March 7, 2012
To: Tommy Hudson, Deputy City Manager
From: Kimberly Cornelsen, Assistant Parks Manager
Subject: Approve a contract with Bluescape Pools by Ranae for the re-plastering of the pools at Washington Park Aquatic Center

On December 13, 2012, Council approved the funds to renovate the wading pool at Washington Park Aquatic Center by adding a zero depth entrance and re-plastering of the pool surface. In addition, the Council approved the re-plastering of the main pool at Washington Park Aquatic Center.

On March 6, 2012, two bids were received to accomplish the project. Staff is recommending to contract with Bluescape Pools by Ranae to provide these services.

The project estimated cost was \$140,000 to be allocated from 2012 CO Funds. The bid is under that amount at \$70,047. The project will be completed in time for opening of the pools for summer 2012.

The City of Midland will be responsible for the maintenance and operation of the pool at Washington Park Aquatic Center.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT WITH POOLS BY RANAE, INC, DBA
BLUESCAPE POOLS BY RANAE, IN ORDER TO
RESURFACE THE INTERIOR OF THE WASHINGTON
PARK AQUATIC CENTER POOLS IN THE AMOUNT
OF \$70,047.00; AND APPROPRIATING FUNDS**

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to execute an Agreement with Bluescape Pools by Ranae to provide services in order to resurface the interior of the pools at Washington Park Aquatic Center; and

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, an agreement with Bluescape Pools by Ranae to provide services in order to resurface the interior of the pools at Washington Park Aquatic Center. Said agreement to be on file in the City Secretary's office referenced by the number and date of this resolution.

SECTION TWO. That the sum of \$70,047 is hereby appropriated from the 2012 GPCO Parks and Recreation Bond Fund (162) Unappropriated Fund Balance (5650) to the Washington Park Aquatic Center Renovations Project (8990).

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 CONTENT
AND COMPLETENESS:

Robert Patrick, General Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

City of Midland - Bid Tabulation

BID NO.: 4711-12		FOR: Washington Park Aquatic Center & wading pool re-plaster & power wash		Bluescape Pools By Ranae 5023 Princeton Ave #11 Midland, TX 79703 Ranae Lesink (432)699-0555		Bluescape Pools By Ranae 5023 Princeton Ave #11 Midland, TX 79703 Ranae Lesink (432)699-0555	
CLOSES: 3/6/2012							
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	
Please see notes following this list.....			*ALTERNATE*				
1	1	Materials Portion Incorporated Into Project	\$135,846.00000	\$135,846.00	\$70,047.000	\$70,047.00	
2	1	Labor Portion Incorporated Into Project		Included		Included	
3	1	Other Costs Not Incorporated Into Project		Included		Included	
TOTALS:				\$135,846.00		\$70,047.00	
Discount if all awarded to your company...Discounted Total:				\$		\$	70,047.00

Bidding Summary:

11 Bid requests were issued.

2 Bids listed above

0 NO BIDS were received.

10 Bidders did not respond.

Aloha Pools, Ultraguard Architectural Coatings, Tramec, Progressive commercial Aqualics, Onyx Contractors, Major Changes Contracting, In the Swim, Aranda Pools, Aquatic-tech.net, Commercial Swim



THE CITY OF MIDLAND

CONTRACT

Contract No.4711-12

THIS CONTRACT, effective the 21st day of March, 2012, by and between the City of Midland, hereinafter referred to as the "Owner", and Pools by Ranae, Inc., dba Bluescape Pools by Ranae, hereinafter referred to as the "Contractor", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 70,047.00 DOLLARS
2. **Scope of Work:** The Contractor shall perform all work described for renovation of Washington Park Aquatic Center 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 May 1, 2012.

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" or "per policy" 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: 4711-12

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.4618-12

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of Pools by Ranae, Inc., dba Bluescape Pools by Ranae, 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



CITY OF MIDLAND

PURCHASING DIVISION

BID REQUEST

DATE: 02-16-12

PAGE: 01

Alternate Bid

(THIS IS NOT AN ORDER)

BID NO: 4711-12

OPENING TIME: 11:00 AM

OPENING DATE: 03-06-12

For same project using
Ultra Guard Super Epoxy
for interior surface in
place of plaster.

CITY OF MIDLAND
300 NORTH LORAIN
P. O. BOX 1152
MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, Suite 330
UNTIL 11:00 A.M., 03-06-12 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:
Washington Park Aquatic Center, 1601 E Indiana, Midland, Texas

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Labor, material, equipment and supervision necessary to prep, sandblast/power wash and re-plaster both the wading pool and main pool at Washington Park Aquatic Center with standard white marcite finish in accordance with the attached proposal, specifications and contract.		
			This is a re-bid of RFB 4618-12.		
				TOTAL	20,047 ⁰⁰

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. SEALED BIDS FAXED DIRECTLY TO THE CITY WILL BE REJECTED. FAX BIDS MAY BE SENT THROUGH A 3RD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Bluescape Pools by RANAE
ADDRESS: 5023 Princeton Ave #11
CITY: Midland ST: TX ZIP: 79703
PHONE NO: 699-0555 FAX NO: 262-3645
EMAIL: rlesin@poolsbyranae.com

CASH DISCOUNT: _____ % _____ DAYS

DELIVERY CAN BE MADE _____

AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

Exhibit "A"



On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701



Contractor's Name _____

PROPOSAL Bid #4711-12

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 Seventy Thousand and Forty Seven ^{no}/₁₀₀ 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

OR

FAX: (432) 685-0523

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.

<u>Bluescape Pools by Ranac</u> Bidder	<u>Ranac Lesiak</u> Authorized Signature	<u>699-0555</u> Telephone
<u>5023 Princeton Ave #11</u> Address, City and State	<u>RANAC LESIAK</u> Please Print above Name	<u>262-3645</u> 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

Renovation of Washington Park Aquatic Center

1. SCOPE

The successful bidder will provide labor, equipment and supervision to prep, sandblast/power wash and re-plaster both the wading pool and main pool at Washington Park Aquatic Center with standard white marcite finish.

2. PURPOSE

The wading pool and the main pool are considered below industry safety standards. Furthermore, both the wading pool and the main pool do not meet federal requirements.

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 – Insurance requirements

Exhibit C – Bonding Requirement

Exhibit D – Wage Schedule

Exhibit E – HUD Documents

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. PERMITS/COMPLIANCE WITH LAW	
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.)	RL
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.)	RL
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.	RL
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.	RL
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.	RL
6.2. GENERAL	
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	RL
6.2.2. Bid Validity Period	
6.2.2.1. Unless otherwise stated, bids shall be valid for a minimum of 90 days.	RL
6.2.3. Main pool:	
6.2.3.1. prep, sandblast/power wash and re-plaster with <i>Ultra Guard Super Epoxy</i>	RL
6.2.3.2. remove and replace grab ledge tile in deep end <i>with this product we can paint with alternate color for grab ledge saving tile costs</i>	RL

Prep coat included on both finishes R L

- 6.2.3.3. replace all existing wall steps R L
- 6.2.3.4. replace side suction covers to meet VGB anti-entrapment regulations R L
- 6.2.3.5. replace main drain covers to meet VGB anti-entrapment regulations R L
- 6.2.3.6. remove and replace racing lane tile *Racing lanes + grab ledge would be printed saving tile cost*
- 6.2.3.7. add all federal mandated depth markers on floor and walls R L
- 6.2.4. **Wading pool:**
- 6.2.4.1. prep, sandblast/power wash and re-plaster with *Ultra Guard Super Epoxy* R L
finish
- 6.2.4.2. add tile barriers around play structure *Not required with Ultra Guard Super Epoxy*
- 6.2.4.3. add federal mandated 200 sq foot zero depth entry to southwest corner R L
- 6.2.4.4. replace single main drain and install new dual VGB anti-entrapment main drains R L

7. SITE HOUSE KEEPING *(Can give more detail on Ultra Guard if Bid accepted)*

Upon completion of work at the site, all construction debris shall be removed and disposed of in a proper manner.

8. 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.

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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).

Bluescape Pools by Ranae
Company Name

699-0555
Phone

Ranae Lesuit
Authorized Signature

262-3645
Fax

RANAЕ LESUIT
Print Above Name

3-1-12
Date

Washington Pool Specs.

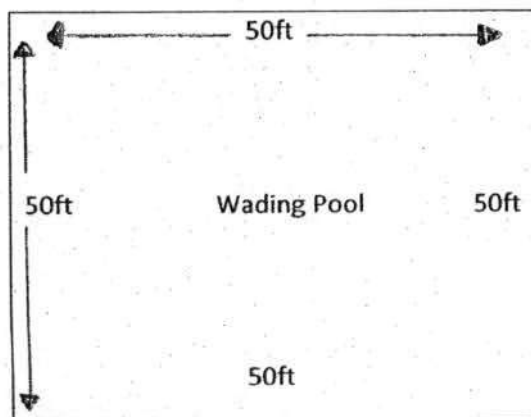
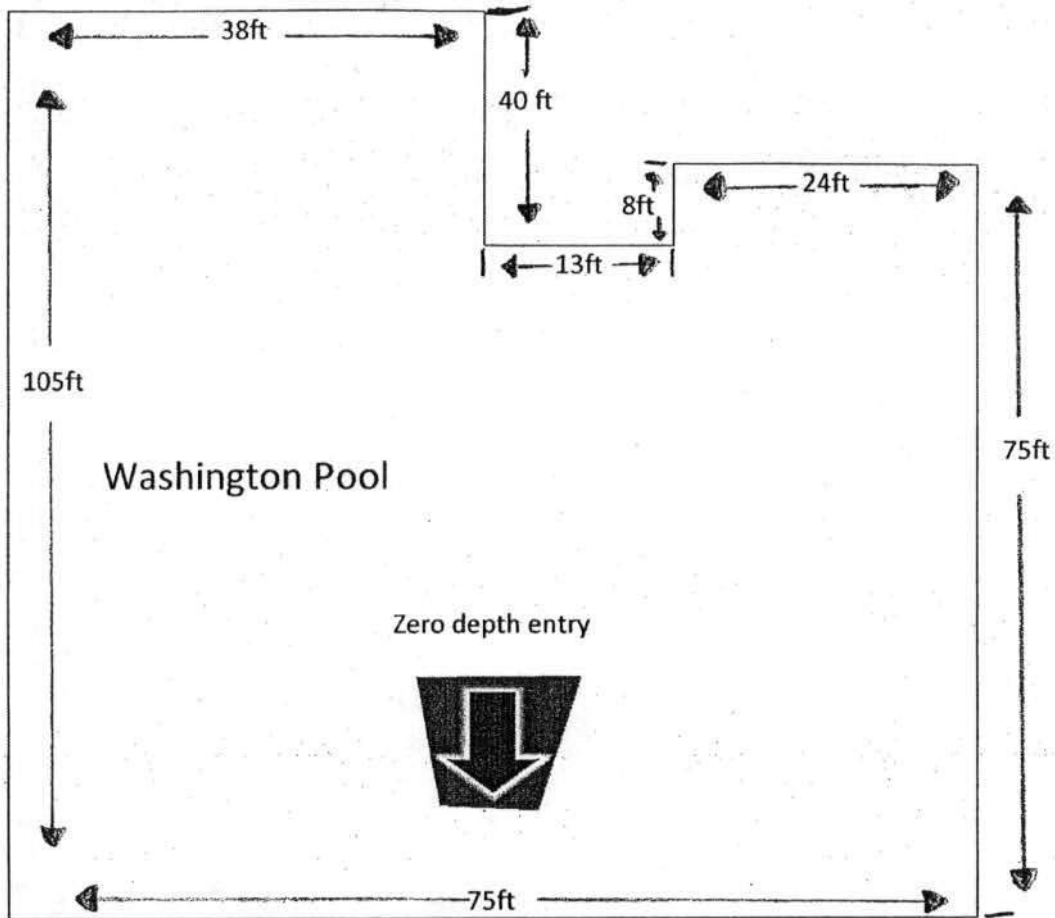


EXHIBIT C

Bonding Requirements

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

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

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

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

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

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

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

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

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

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas
IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20____.

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

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

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

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

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

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

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

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

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

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

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

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

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 Oblige), 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 Oblige,
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

EXHIBIT "D"

PREVAILING WAGE RATE SCHEDULE HEAVY CONSTRUCTION as of September 3, 2010 General Decision: TX100001

<u>Classification</u>	<u>Rate/hr</u>	<u>Fringes</u>
Air Tool Operator	9.05	
Asphalt Distributor Operator	10.46	
Asphalt Heater Operator	11.21	
Asphalt Paving Machine Operator	9.38	
Asphalt Raker	9.53	
Asphalt Shoveler	7.33	
Batching Plant Weigher	11.15	
Broom or Sweeper Operator	8.01	
Bulldozer Operator	10.88	
Carpenter	10.10	
Concrete Finisher-Paving	11.25	
Concrete Finisher Structures	10.03	
Concrete Paving Saw Operator	15.00	
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	11.94	
Crusher, Screen Plant Operator	9.00	
Electrician	19.00	
Flagger	7.29	
Form Builder/Setter-Structures	10.01	
Form Setter - Paving & Curb	9.43	
Foundation Drill Operator, Truck Mounted	18.00	
Front End Loader Operator	10.04	
Laborer - Common	8.25	
Laborer Utility	9.62	
Mechanic	14.05	
Milling Machine Operator, Fine Grade	12.20	
Motor Grader Operator Rough	14.36	

<u>Classification</u>	<u>Rate/hr</u>	<u>Fringes</u>
Motor Grader Operator, Fine Grade	13.24	
Oiler	10.67	
Painter, Structures	11.00	
Pavement Marking Machine Operator	9.26	
Planer Operator	17.50	
Reinforcing Steel Setter, Paving	9.50	
Reinforcing Steel Setter, Structure	11.85	
Roller Operator, Pneumatic, Self Propelled	7.55	
Roller Operator, Steel Wheel, Flat Wheel/Tamping	8.66	
Roller Operator, Steel Wheel, Plant Mix Pavement	9.81	
Scraper Operator	7.78	
Servicer	8.22	
Slip Form Machine Operator	13.64	
Spreader Box Operator	10.07	
Tractor Operator, Pneumatic	8.58	
Traveling Mixer Operator	9.71	
Truck driver, lowboy-Float	11.42	
Truck driver, Single Axle, Heavy	11.00	
Truck driver, Single Axle, Light	7.55	
Truck driver, Tandem Axle, Semi-Trailer	9.02	
Wagon Drill, Boring Machine, Post Hole Driller Operator	8.86	
Welder	9.75	
Work Zone Barricade Servicer	8.64	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

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

CERTIFICATE OF INSURANCE:

PRODUCER INSURANCE COMPANY PHONE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE APPROVED BY THE POLICIES BELOW.
INSURED	COMPANIES AFFORDING COVERAGE
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	50000*
					[ANY ONE FIRE]	
					MEL. EXPENSE	5000*
					[ANY ONE PERSON]	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY	ABC123456789	00/00/00	00/00/00	COM'S. SINGLE LIMIT	250000*
					BODILY INJURY	
					[EACH PERSON]	
					BODILY INJURY	
					[PER ACCIDENT]	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				PROPERTY DAMAGE	
					EACH OCCURRENCE	
					AGGREGATE	
A	WORKERS' COMP AND EMPLOYERS' LIAB	ABC123456789		00/00/00	{STATUTORY LIMITS}	
A		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.



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Interlocal Agreement with The Local Government Purchasing Cooperative operating as the BuyBoard

Purpose:

Approval of a resolution authorizing an interlocal agreement allowing the City of Midland to participate in The Local Government Purchasing Cooperative operating as the BuyBoard.

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

None at this time.

Discussion:

Please consider approval of a resolution authorizing the City of Midland to participate in The Local Government Purchasing Cooperative pursuant to the Act and Section 271.101, et seq of the Texas Local Government Code. The Local Government Purchasing Cooperative will facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings for Cooperative Members.

Therefore, please consider approval of a resolution authorizing the City of Midland's participation in The Local Government Purchasing Cooperative.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERLOCAL PARTICIPATION AGREEMENT
WITH THE LOCAL GOVERNMENT PURCHASING
COOPERATIVE FOR THE CITY'S PARTICIPATION IN
A PURCHASING PROGRAM; AND THE LOCAL
GOVERNMENT PURCHASING COOPERATIVE IS
OPERATING AS THE BUYBOARD**

WHEREAS, the City of Midland desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act"); and

WHEREAS, the City of Midland has elected to participate in The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the City of Midland is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of Midland, Texas, through the efficiencies and potential savings to be realized; and

WHEREAS, the City of Midland desires to participate and join with other local governments in an Interlocal Participation Agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and government purposes, needs, objectives, programs, functions and services;

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

SECTION ONE. That the City of Midland requests that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, in the Cooperative's purchasing program and select vendors for those items, whereby the City of Midland will be allowed to purchase those items from the Cooperative's contracts.

SECTION TWO. That the Cooperative is authorized to sign and deliver necessary

requests and other documents in connection therewith for and on behalf of the City of Midland.

SECTION THREE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, an Interlocal Participation Agreement with The Local Government Purchasing Cooperative regarding the City's participation in the herein referenced purchasing program, 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:

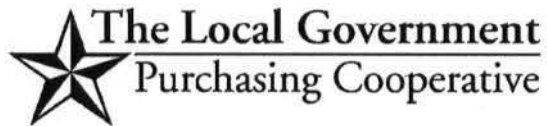
Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, General Services Director

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice,

which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. **Termination.**

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.**

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of

the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - a) It meets the definition of "Local Government" or "State Agency" under the Interlocal Cooperation Act ("Act"), Chapter 791 of the Texas Government Code.
 - b) The functions and services to be performed under the Agreement will be limited to "Administrative Functions" as defined in the Act, which includes purchasing.
 - c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - e) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including,

but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____

James B. Crow, Secretary

Date: _____

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

City of Midland, Texas

(Name of Local Government)

By: _____
Signature of authorized representative of Cooperative Member

Date: _____

Courtney B Sharp, City Manager

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Regina Stephenson

Name
Purchasing Manager

Title
P O Box 1152

Mailing Address
Midland

City
Texas, 79702

432-685-7233 (zip)

Telephone
432-685-0523

Fax
rstephenson@midlandtexas.gov

Email



BOARD RESOLUTION

of

City of Midland, Texas

(Name of Local Government)

Cooperative Member

WHEREAS, the City of Midland, Texas, (hereinafter "Cooperative Member") desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act");

WHEREAS, the City of Midland, Texas has elected to be a Cooperative Member in the The Local Government Purchasing Cooperative (hereinafter "Cooperative"), a local government purchasing cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in an Interlocal Participation Agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

NOW, THEREFORE, BE IT RESOLVED, that the Cooperative Member requests that the Cooperative include its stated needs for all categories, including but not limited to, instructional, maintenance, custodial, and food service goods and services, in the Cooperative's purchasing program and select vendors for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the Organizational Interlocal Agreement previously executed and adopted by two or more local governments.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by City of Midland, Texas, on the 20th day of March, in
(Name of Local Government)
the year 2012, and that the same now appears of record in its official minutes.

City of Midland, Texas, Cooperative Member
(Name of Local Government)

By: _____ Date: _____
Authorized Representative

City Manager
(Title)

ATTEST:

Secretary of the Board Date: _____



City Council Agenda

Approved For Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL, CITY MANAGER

FROM: Regina Stephenson, Purchasing Manager

SUBJECT: Resolution authorizing the City Manager to execute a Letter of Agreement with Oncor Electric Delivery Company LLC, and a Statement of Charges in the amount of \$54,276.00

Purpose:

To request City Council approval of a Letter of Agreement with Oncor Electric for Electrical power infrastructure to the Northwest Taxiway Extension Project (7038).

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$54,276.00 (funding previously appropriated) Airport Construction Fund

Discussion:

On July 12, 2011 City Council approved the execution of a contract with Jones Bros and RES Construction to install roadways, parking, water and sewer to the new hangar development area at Midland International Airport. In addition, funds were appropriated to provide electric based on Oncor estimates. In order for Oncor to provided service to the area it is necessary to execute the attached Letter of Agreement.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR ADDITIONAL ELECTRIC FACILITIES SUFFICIENT TO PROVIDE ELECTRIC SERVICE FOR UNITS AT MIDLAND AIRPORT HANGER PROJECT AT WINDECKER AND AIRWAYS; AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$54,276.00 WHICH WAS PREVIOUSLY APPROPRIATED

WHEREAS, the City Council previously approved the execution of a contract with Jones Bros and RES Construction to install roadways, parking, water and sewer to the new hangar development areas at Midland International Airport; and

WHEREAS, Oncor Electric Delivery Company LLC (“Oncor”) requires a Letter of Agreement in order to provide power infrastructure to the Northwest Taxiway Extension Project (7038); and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute a Letter of Agreement with Oncor Electric Delivery Company LLC, and to authorize payment therefor;

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 Letter of Agreement with Oncor Electric Delivery Company LLC in order to provide power infrastructure to the Northwest Taxiway Extension Project (7038). Said agreement is attached hereto, marked as Exhibit “A”, and incorporated herein for all purposes.

SECTION TWO. That the City Treasurer is hereby authorized and directed to pay Oncor Electric Delivery Company LLC pursuant to the terms of the agreement, in an amount not to exceed \$54,276.00, from funds previously appropriated from the Airport Construction Fund upon receipt of proper invoice or statement executed 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:

Marv Esterly, Director of Airport

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Oncor Electric Delivery Company LLC,
a Delaware limited liability company

Luis R. Aguilar
Project Designer Sr
2401 W Industrial Ave
Midland, Tx
432-620-6247 luis.aguilar@oncor.com

Statement of Charges

Date: 02-22-2012

WR #: 3151791

Transaction ID: 23325

City of Midland
Marvin Esterly-Director of Airports
P.O. Box 60305
Midland, Tx 79711

Services provided at:
Windecker & Airways
Midland
Midland

DESCRIPTION	AMOUNT
In accordance with Oncor Line Extension Policy and tariffs with PUC of Texas, underground distribution facilities will be installed at a total cost \$54,276.00 to the Retail Customer. Retail Customer to provide civil construction. This Contribution in Aid of Construction includes:	46,586.00
\$46,586 for Excess Facilities/Footage Associated with least Cost Design, \$5602 for CIAC Tax	5,602.00
Adjustment and \$2088 Franchise Fee Adjustment.	2,088.00
Total Amount Due Upon Receipt	\$54,276.00

* Price quoted is valid for sixty (60) days from the date of this document.

* Remit payment per instructions below.

* Project will be scheduled upon Project Manager's receipt of Executed Agreement(s).

* Payment is expected within 30 days from completion date of project.

* Please contact your Project Manager if you have any questions.

~~EFT / Electronic Funds Transfer~~
~~**JP Morgan Chase Bank**~~
~~ABA No. (Wire) 021000021~~
~~ABA No. (ACH) 111000614~~
~~For Credit To:~~
~~Oncor Electric Delivery~~
~~Acct #: 08806169791~~

~~Once EFT has been initiated please forward~~
~~confirmation number and transfer date to:~~
~~luis.aguilar@oncor.com~~

Please make all check(s) payable to
Oncor Electric Delivery
Remit to:
COVER LETTER ADDRESS
Vickie Coe 3M-005
Oncor Electric Delivery
1616 Woodall Rodgers Freeway
Dallas TX 75234-1202

*Please Include the WR # and Transaction ID (as listed above) on all
correspondence including your Check or EFT.*

Failure to do so will cause unnecessary delays with your project.





Oncor Electric Delivery LLC
a Delaware limited liability company

Luis R. Aguilar
2401 W Industrial Ave
Midland, Tx 79701
432-620-6247 luis.aguilar@oncor.com

WR #: 3151791

Transaction ID: 23325

City of Midland
Courtney Sharp
P.O. Box 60305
Midland, Tx 79711

RE: Midland Airport Hangers Project

Dear Mr. Sharp

City of Midland ('Customer') has requested that Oncor Electric Delivery Company LLC, a Delaware limited liability company ('Company'), provide additional electric facilities sufficient to provide electric service for 828 kW or 12 lots / units at Midland Airport Hanger Project @ Windecker and Airways.

Pursuant to company's Tariff for Retail Delivery Service, Customer is responsible for \$54,276.00 as payment for the Customer's portion of the cost of installation of Company's additional electric delivery facilities, such payment to be and remain the property of the Company. Customer's payment in full is due at the time this agreement is returned to Company.

Company at all times shall have title to and complete ownership and control over said facilities.

Customer is responsible for providing, without cost to the Company: (1) suitable space on customer's premises for the installation of the facilities; and (2) rough site grading to final grade along the route of the facilities and clearing the area of all obstructions.

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

This agreement supersedes all previous agreements or representation, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

This agreement, if not accepted within 30 days of the date of this letter, will be of no force and effect. Acceptance shall consist of delivery of an executed copy of this agreement to Company.

Please be aware that the start date of this project will be no earlier than three weeks following the execution of this agreement along with any payment that may be required pursuant to Company's Tariff for Retail Delivery Service. A more definitive installation schedule will be provided upon your delivery of this agreement to assist in your planning for this project.

Sincerely,

Luis R. Aguilar
Project Designer Sr

If City of Midland agrees to the conditions set forth in this agreement, please execute the agreement and return to me at the address above.

Signature

Printed Name

City Manager

Title

Date



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Marv Esterly, Director of Airports

SUBJECT: Airport Land Lease (Lease Tract #1)

Purpose:

Consider a resolution authorizing the execution of a Land Lease Agreement for Airport Hangar Facility between Absolute Investments, Inc. and the City of Midland, Texas in Lot 4B, Block 11, (Lease Tract #1) Midland International Airport, Industrial Park Addition, Section 6, Midland County, Texas.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Annual rental of \$9,506.25

Discussion:

Absolute Investments, Inc. is requesting a Land Lease Agreement of Lease Tract #1 in the new hangar development area for the construction of a private hangar. The Airport Land Lease Agreement is our standard agreement recently approved for a term of 40 years with CIP adjustments every 36 months. Once this agreement is executed, Absolute Investments, Inc. will submit building plans to both the Director of Airports and the City Building Official for approval. Once approved, a building permit will be issued and construction will begin. At the end of the 40-year term, all hangar improvements will revert to the City of Midland.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LAND LEASE AGREEMENT WITH ABSOLUTE
INVESTMENTS, INC. FOR HANGAR DEVELOPMENT
LOCATED ON A 0.46 ACRE TRACT OF LAND
LOCATED IN LOT 4B, BLOCK 11, MIDLAND
INTERNATIONAL AIRPORT, INDUSTRIAL PARK
ADDITION, SECTION 6, AN ADDITION TO THE CITY
OF MIDLAND, MIDLAND COUNTY, TEXAS**

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

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

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

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

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

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

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

STATE OF TEXAS

COUNTY OF MIDLAND

THIS LEASE AGREEMENT made and effective this 21st day of March, 2012, (the "Commencement Date") by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, (hereinafter referred to as City), and Absolute Investments, Inc., organized and existing under and by virtue of the laws of the State of Texas (hereinafter referred to as Lessee);

WITNESSETH:

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

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

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

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

**ARTICLE 1.
DEFINITIONS**

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

**ARTICLE 2.
GRANT OF LEASE**

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

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

**ARTICLE 3.
TEMPORARY CONSTRUCTION EASEMENT**

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

ARTICLE 4.
USE OF LEASED PREMISES

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

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

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

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

ARTICLE 5. TERM

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

ARTICLE 6. RENT

A. As rent for the Leased Premises, Lessee shall pay in lawful money of the United States of America the following amounts to City. Rent payments shall begin on the Rent Commencement Date as more fully described in Article 5.

- (1) (1) During the Lease Term, and subject to the provisions of paragraph B below, Lessee agrees to pay to City annual rent for the Leased Premises as follows: Forty Five Cents (\$0.45) per square foot (\$8,980.66 per year), payable monthly (\$748.39 per month), and due on the first day of each month. For purposes of calculating the amount of rent due under this Agreement, the amount of square footage for ground and facilities being rented is agreed by the parties to be 19,957 square feet.
- (2) Payments of rents shall be made to City monthly (in installments equal to 1/12 of the annual rent) in advance on the first (1st) day of each month without notice or demand. At its option, Lessee may pay the total annual rent due in advance on or before the anniversary of the Rent Commencement Date. Payment shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind. The rent for any partial month will be prorated.

- (3) A late charge of .5% per month shall be automatically added to any installment of rent not received by City by the close of business of the 15th day of the month in which it is due. The late charge shall become part of the rent due and owing to City. Additional late charges of .5% shall be imposed for each thirty (30) day period any payment remains due and owing. Such charges shall also become part of the rent which is due and owing to City. If these charges ever exceed any legally authorized maximum rate, then the charges shall automatically be reduced to the maximum legal rate.
- B. **Rental Adjustments:** It is agreed and understood that provision must be made herein for an adjustment of the rental rate every three years. Therefore, effective on the third (3rd) anniversary of the Rent Commencement Date, the monthly rent shall be increased only in the same proportion or percentage by which the cost of living has been increased as reflected by the Consumer Price Index for All Items, as maintained by the United States Government's Department of Labor, Bureau of Labor Statistics for the Dallas/Fort Worth SMA; such increase being measured by comparison with such cost-of-living indices at the end of the immediately preceding 36-month period of this lease, as compared with the indices at the commencement of the immediately preceding 36-month period of this lease; provided however, if such calculation results in a rental rate increase in excess of nine percent (9%) for the applicable time period, the rental adjustment shall be capped for such period at nine percent (9%). In no event shall the annual rent be less than \$0.45 per square foot (\$8,980.66). Any additional rent for applicable period shall be due within ten (10) days of Lessee's receipt from City of the calculation of the rental adjustment.
- C. All payments shall be made to City of Midland and sent to the attention of the Director of Airports, at City's address stated in Article 40. The failure to make any payment when due may result in a termination of the Agreement as provided in Article 13.

ARTICLE 7. FEES

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

ARTICLE 8. IMPROVEMENTS AND ALTERATIONS

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

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

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

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

ARTICLE 9. RIGHTS AND PRIVILEGES OF LESSEE

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

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

ARTICLE 10.
RIGHTS AND PRIVILEGES OF CITY

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

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

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

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

ARTICLE 11. **OBLIGATIONS OF LESSEE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

cleaning which Lessee is required to make or perform.

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

ARTICLE 12. **OBLIGATIONS OF CITY**

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

ARTICLE 13.
DEFAULTS AND REMEDIES

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

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

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

and Lessee liabilities under this Agreement shall continue.

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

ARTICLE 14. TERMINATION BY LESSEE

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

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

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

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

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

ARTICLE 15. REMEDIES CUMULATIVE

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

ARTICLE 16. NO WAIVER

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

ARTICLE 17.
COMPLIANCE WITH LAWS

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

ARTICLE 18.
LICENSES, CERTIFICATES, AND PERMITS

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

ARTICLE 19.
INSURANCE

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

or otherwise be approved in writing by City. This insurance shall remain in full force and effect until the term of this lease expires. The Director of Airports shall ensure that the proper insurance is acquired prior to the issuance of a building permit or any construction and is maintained during the term of this lease.

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

- G. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring or reconstructing said improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved by City, in writing.
- H. Insurance coverage and policy limits are subject to periodic review and modification at the sole discretion of City.

ARTICLE 20.
DAMAGE TO LEASED PREMISES AND PROPERTY

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

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

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

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

bond naming City and any Leasehold Mortgagee as a dual obligee and otherwise being in form and content reasonably satisfactory to City, or a letter of credit on behalf of Lessee being in form and content reasonably satisfactory to City.

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

ARTICLE 21. INDEMNIFICATION

LESSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT

FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF LESSEE, its agents or employees, or any subcontractor, arising out of, or resulting from, Lessee's use of, or activities on, the Leased Premises, and Lessee will be required to pay any judgment with costs which may be obtained against City or any of its officers, agents or employees, including reasonable attorney's fees.

ARTICLE 22.
SUBLEASE AND SUBCONTRACTS

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

ARTICLE 23.

ASSIGNMENT

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

ARTICLE 24.
ENCUMBRANCES

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

ARTICLE 25.

MORTGAGE

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

ARTICLE 26.

HOLDOVER POSSESSION

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

ARTICLE 27.

INDEPENDENT CONTRACTOR

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

**ARTICLE 28.
SECURITY DEPOSIT**

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

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

**ARTICLE 29.
BINDING EFFECT**

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

**ARTICLE 30.
SUBORDINATION**

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

**ARTICLE 31.
GOVERNING LAW**

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

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

**ARTICLE 32.
SEVERABILITY**

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

**ARTICLE 33.
COUNTERPARTS**

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

**ARTICLE 34.
MODIFICATION**

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

**ARTICLE 35.
ENTIRE AGREEMENT**

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

**ARTICLE 36.
ATTORNEY'S FEES**

BY EXECUTING THIS AGREEMENT, LESSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE LESSEE SPECIFICALLY AGREES THAT IF THE LESSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS

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

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

ARTICLE 37. SOVEREIGN IMMUNITY

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

ARTICLE 38. THIRD-PARTY BENEFICIARY

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

ARTICLE 39.
NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Lessee or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Lessee will settle, the physical and mailing addresses of Lessee at the time and date the claim was presented and the physical and mailing addresses of Lessee for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Lessee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Lessee that Lessee's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

ARTICLE 40.
NOTICES

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

City:

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

with a copy to:

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

Lessee:

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

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

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

**ARTICLE 41.
MISCELLANEOUS**

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

**ARTICLE 42.
EXHIBITS AND APPENDICES**

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

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

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

THE CITY OF MIDLAND, TEXAS

Absolute Investments, Inc.

BY: _____
Courtney Sharp, City Manager

BY: _____
Printed Name: Donald Hoffman
Title: President

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

STATE OF _____ §

COUNTY OF _____ §

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

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

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A
Definitions

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

EXHIBIT B
Leased Premises (legal description)

EXHIBIT C
Site Plan

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

A. ARCHITECTURAL RESTRICTIONS

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

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

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

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

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

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

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

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

1.14 Hangar Doors. Outrigger Hangar doors are not allowed.

B. STANDARDS FOR LANDSCAPE DESIGN

1.01 Plants having similar water needs shall be grouped together.

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

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

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

a. Plants that are threatened or endangered.

b. Specimen plants or exceptional examples of particular species.

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

C. STANDARDS FOR IRRIGATION DESIGN

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

D. STANDARDS FOR LANDSCAPE INSTALLATION

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

E. STANDARDS FOR LANDSCAPE MAINTENANCE

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

1.05 Natural plant form is encouraged.

1.06 To minimize mechanical damage to young trees and shrubs, planting areas shall be free of weeds and shall be mulched continually.

F. DESIRABLE PLANT SPECIES

1.01 Plants recommended by the local Texas Agricultural Extension offices and those listed in the following publications shall be considered desirable:

- a. "Landscape Water Conservation - Xeriscape", Texas Extension service
- b. "A directory of water saving plants - Trees for Texas", Texas Water Development Board
- c. "Outstanding Landscape Plants of Texas", Texas Association of Nurserymen
- d. Plants for Dry Climates, Mary Rose Duffield and Warren B. Jones; HP Books

1.02. These references are provided as guides and are not intended to be exclusive. Any plant that is hardy, long-lived, and will survive on normal rainfall or minimal irrigation, and that does not pose a risk to life, health, or property, is considered desirable.

G. STANDARDS FOR SELECTION AND INSTALLATION OF TURF

1.01 Turfgrass selection shall be determined by facility need and geographic location. Use of different types of turf for distinctive purposes is encouraged.

1.02 The use of turf that can be maintained on natural rainfall is encouraged.

1.03 Sections of turf of high visibility and limited area can be irrigated with automatic systems using latest technologies.

1.04 Turf shall be irrigated separately from other plantings.

H. USE RESTRICTIONS

1.01 SIGNS

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

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

1.02 STORAGE

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

1.03 REFUSE

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

1.04 NUISANCES

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

1.05 REPAIR OF BUILDINGS

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

1.06 PARKING

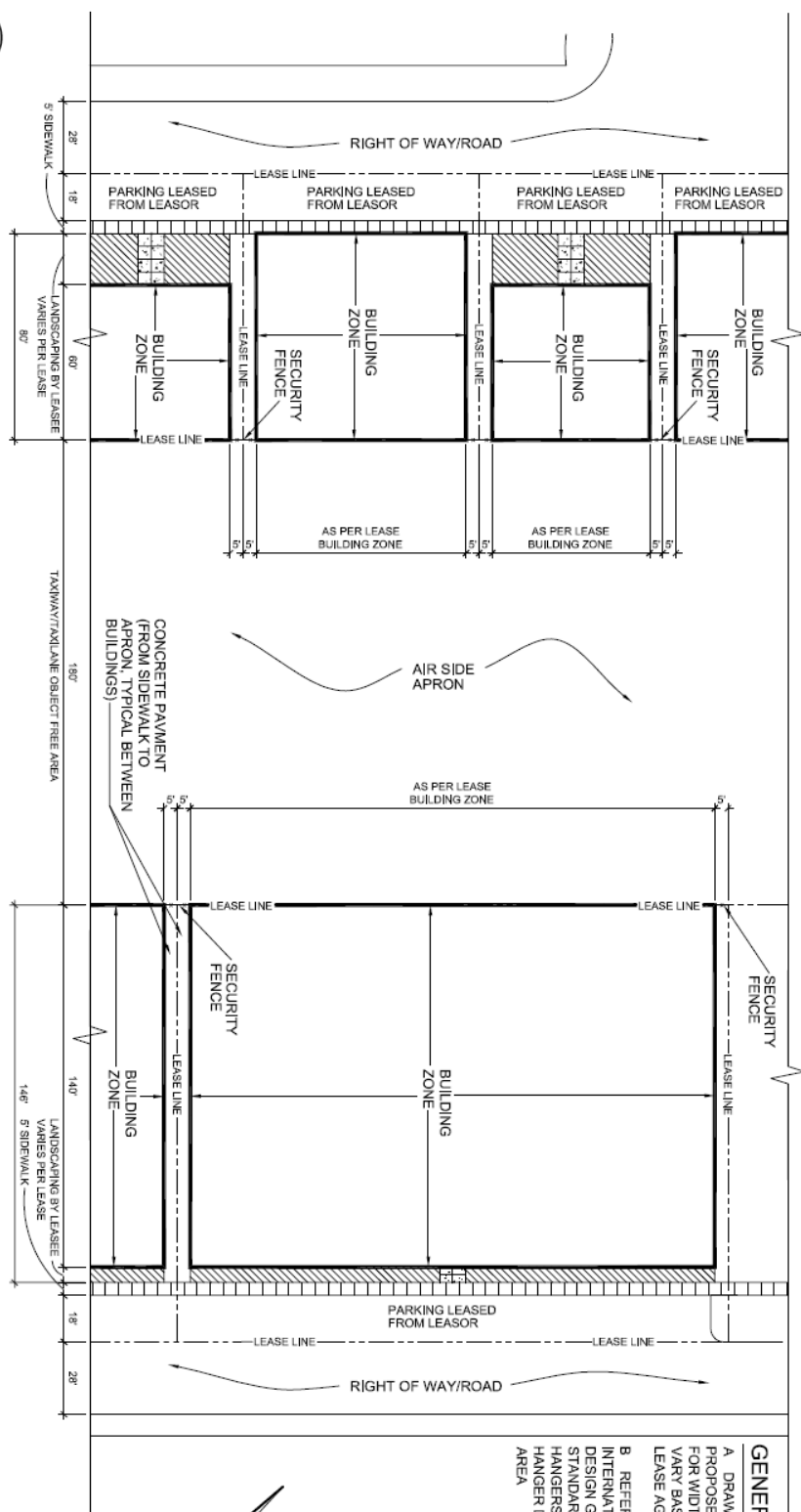
All pavement and parking areas will be installed by Lessor within the front setback of the building. No parking will be allowed on airside of building. No parking will be allowed in side setbacks unless approved by the Director of Airports. Markings and ADA marking signs ramps shall be installed. No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

1.07 VARIANCES

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

A1

SITE LAYOUT (EXHIBIT "D" - DRAWING 1)



GENERAL NOTES

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

MIDLAND INTERNATIONAL
AIRPORT
PROPERTY LEASING
SITE LAYOUT

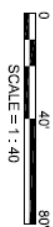
THE DRAWING IS BASED ON THE LATEST AVAILABLE INFORMATION AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



PARKHILL SMITH & COOPER

SHEET DESCRIPTION

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





City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Marv Esterly, Director of Airports

SUBJECT: Airport Land Lease

Purpose:

Consider a resolution authorizing the City Manager to execute a Consent Agreement between Security Bank and the City of Midland, Texas as required by Article 8(K) of the Good Luck Investment LLC's Lease Agreement to encumber its' leasehold interest in the lease by pledging said lease as collateral for a loan to construct a hangar on the premises.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Discussion:

Recently Good Luck Investments, LLC entered into a Land Lease Agreement with the City of Midland for the purpose of constructing a private hangar within the confines of the lease tract. In order to construct these improvements, Good Luck Investments will borrow from Security Bank a portion of the cost to construct this facility. Security Bank is requiring Good Luck Investments to pledge as collateral its' interest in the Lease. Article 8 (K) of the lease agreement requires City Council's approval, of which would not be unreasonably withheld to encumber the leasehold. Execution of this Consent Agreement will allow Good Luck Investments to secure necessary funding and to begin the construction of their hangar once plans have been approved by the City Building Official.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONSENT AGREEMENT BETWEEN
SECURITY BANK, THE CITY OF MIDLAND, TEXAS
AND GOOD LUCK INVESTMENTS, L.L.C., AS
AUTHORIZED BY ARTICLE 8(K) OF GOOD LUCK
INVESTMENTS L.L.C.'S LEASE AGREEMENT IN
ORDER TO ALLOW SECURITY BANK TO ENCUMBER
GOOD LUCK INVESTMENTS L.L.C.'S LEASEHOLD
INTEREST BY PLEDGING SAID LEASE AS
COLLATERAL FOR A LOAN TO CONSTRUCT A
HANGAR ON THE PREMISES AT THE MIDLAND
INTERNATIONAL AIRPORT**

WHEREAS, the City Council previously approved the execution of a land lease agreement with Good Luck Investments, L.L.C. for the purpose of constructing a private hangar; and

WHEREAS, the Security Bank as a condition of the loan for the construction of a private hangar is requiring Good Luck Investments, L.L.C. to pledge as collateral its' leasehold interest; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute a Consent Agreement between Security Bank, the City of Midland, Texas, and Good Luck Investments, L.L.C.;

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 a Consent Agreement with Security Bank and Good Luck Investments, L.L.C., authorizing Security Bank to encumber Good Luck Investments LLC's leasehold interest by pledging said lease as collateral for a loan to construct a hangar on the premises. Said agreement shall be on file in the office of the City Secretary referenced by the number and date 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 CONTENT
AND COMPLETENESS:

Marv Esterly, Director of Airports

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**CONSENT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS,
SECURITY BANK, AND GOOD LUCK INVESTMENTS, L.L.C.**

THIS AGREEMENT, effective the 21st day of March, 2012, by and between the City of Midland, Texas, a home rule municipal corporation of the State of Texas, hereinafter called the "City", Security Bank, hereafter referred to as "Bank", and Good Luck Investments, L.L.C., hereinafter called "Lessee".

W I T N E S S E T H :

WHEREAS, the City and Lessee entered into a Hangar Lease Agreement "the Lease", for the purpose of the construction of a hangar and the use of said hangar during the term of the Lease, located at Midland International Airport, hereafter referred to as "the Airport"; and

WHEREAS, the Lessee in order to construct the improvements on the property subject to this Lease, Lessee will borrow from the Bank a portion of the costs of said improvements; and

WHEREAS, the Bank is requiring Lessee to pledge as collateral its interest in the Lease; and

WHEREAS, the City Council must consent to the pledging of said Lease in writing which is the purpose of this Agreement;

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

ARTICLE 1.

The City hereby consents as required by Article 8(K) of the Lease for Lessee to encumber its leasehold interest in the Lease by the pledging of said Lease as collateral for a loan by Bank. Bank will after the City's consent require Lessee to execute a Deed of Trust, Mortgage, and Security Agreement covering the leasehold interest of Lessee.

ARTICLE 2.

Bank as a condition of this Agreement and the City agrees to use its best efforts to give Bank notice of any default by Lessee under the terms of the Lease in order that the Bank can protect its security interest in the leasehold. Said notice by the City would be given to Bank at least fifteen (15) days before the City would take action to terminate said Lease so the Bank would have the option to cure any default by Lessee and protect its security interest. The Director of Airports shall be responsible for giving the bank a notice of default by Lessee.

ARTICLE 3.

A copy of the Lease after it has been executed by all parties will be attached to this Consent Agreement for referenced purposes. The Director of Airports shall be responsible for attaching an executed copy of the Lease to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by persons duly authorized, on the day and year first written above.

CITY OF MIDLAND, TEXAS

SECURITY BANK

Courtney Sharp, City Manager

Trent Parham, Vice President

ATTEST:

APPROVED AS TO FORM:

Amy M. Turner, City Secretary

Fred M. "Mickey" Jones

APPROVED AS TO CONTENT
AND COMPLETENESS:

GOOD LUCK INVESTMENTS, LLC:

Marvin Esterly, Director of Airports

Dwayne Taylor

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

THE STATE OF TEXAS

,

,

COUNTY OF MIDLAND

,

BEFORE ME, the undersigned authority, on this day personally appeared TRENT PARHAM 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 SECURITY BANK.

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

Notary Public in and for the State of Texas



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: Sharlett Chowning, Chief Information Officer

SUBJECT: Authorization to release an RFP for an Uninterrupted Power System (UPS)

Purpose:

Requesting the authorization to release a Request for Proposal for an Uninterrupted Power System at the Police/CISD building.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no fiscal impact at this time.

Discussion:

A UPS resides between essential equipment and commercial power. It will keep equipment, i.e. servers, dispatch consoles, radios, from shutting down in a power outage until the generator can supplement power.

CISD needs to upgrade and replace the existing UPS used in the Police/CISD building. The current system was installed over 22 years ago and has a capacity of 50kva running at 95% capacity. UPS's should never run at over 85% capacity. The RFP will request a new UPS that will double the capacity to at least 100kva.

RESOLUTION NO.

**RESOLUTION AUTHORIZING ISSUANCE OF A
REQUEST FOR PROPOSALS FOR AN
UNINTERRUPTED POWER SYSTEM FOR THE PUBLIC
SAFETY COMMUNICATION CENTER; AND THIS
ITEM SHALL PREVENT EQUIPMENT FROM
SHUTTING DOWN IN A POWER OUTAGE**

WHEREAS, a request for proposals has been prepared for an Uninterrupted Power System for use at the Midland Police Department/CISD building; and

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

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

SECTION ONE. That the request for proposals for an Uninterrupted Power System is hereby approved, said request for proposals being on file with the office of the City Secretary, referenced by the date and number of this Resolution.

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

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Request for Proposals

RFP _____

for

Uninterrupted Power Supply System for Public Safety Communication Center and Information Technology

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

Proposals May be Mailed or Delivered to:

**City Secretary
City of Midland
Suite 340
P.O. BOX 1152
Midland, Texas 79702-1153
(300 N. Loraine, Suite 340 Midland, TX 79701)**

No Late Proposals Will Be Accepted

See Section 1.9 for Pre-proposal Meeting Information

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SCHEDULE OF EVENTS

RFP _____
For

Uninterrupted Power Supply System For Public Safety Communication Center And Information Technology

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

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

NOTE:

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any City staff or officials regarding this procurement, other than during interviews and demonstrations, and site visits, except at the direction of Regina Stephenson, the designated representative of the City Purchasing Office.

SPECIAL TERMS AND CONDITIONS

Proposal Requirements /Terms

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP number, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offeror's. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the City.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offeror. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number _____ or Sole owner should enter SSN _____-____-____.
6. Purchases made for City use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the City upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

Conditions

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

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The City is not liable for any costs incurred by an offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from purchasing.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the City from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the City Purchasing Agent. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, The City of Midland, Texas, P.O. Box 1152, Midland Texas 79702. Each copy of the invoice shall reference the P.O. and the RFP numbers.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Midland County, Texas. The parties agree that all performance under this contract shall take place in Midland, County, Texas. The Contractor and City agree that all payments made under this contract shall take place in Midland County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Midland County, Texas.

1. GENERAL INFORMATION

1.1. INTRODUCTION

The City of Midland (Communication and Information Systems Department) (hereinafter referred to as "the City") is pleased to invite you to submit a proposal for a Uninterrupted Power System as specified herein. Proposals submitted in response to the specifications contained herein shall comply with the following instructions and procedures.

Request for Proposal Standard Information

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

1.2. INITIAL EVALUATION

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

1.3. DISCUSSION/NEGOTIATION

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

1.4. BEST AND FINAL OFFER

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

1.5. AWARD

1.5.1. The City may award a contract or purchase order to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.

1.5.2. The City will be solely responsible for the determination of what constitutes best value in accordance with the applicable Section 252.043 of the Local Government Code.

1.6. TRADE SECRETS

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

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

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

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

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

1.6.2.2. An affidavit from the offeror's legal counsel attesting to and explaining the validity of

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

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

1.7. LATE PROPOSALS

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

1.8. PREPARING A RESPONSE

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

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

1.9. PRE-PROPOSAL CONFERENCE:

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

1.10. CLARIFICATION/ INTERPRETATION

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

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

FAX: (432) 685-0523

e-mail: purchasing@midlandtexas.gov

1.11. FORMAT FOR INQUIRIES:

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

1.12. INTERPRETATION:

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

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

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

1.13. PROPOSAL ORGANIZATION AND SUBMISSION

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

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

1.14. OFFER PRICING

Offerors must respond to this RFP by utilizing the RFP Cost Summary. The cost summary will be used as the primary representation of each offeror’s cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror’s cost.

Proposals should be complete to the degree that all of the information sought by this RFP is supplied in the order requested.

1.15. ALTERNATE PROPOSALS

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

1.16. SUBMITTING A SEALED PROPOSAL

1.16.1. Number of copies and Location:

1.16.1.1. Offerors must submit one original, 3 hard copies and one (1) soft copy (PDF or Word) to the City Secretary. Sealed Proposals must be received by the date before the time stated on the face of the Request for Proposal Cover Page, local time. Sealed Proposals received after this time will not be accepted for consideration. Facsimile copies are not acceptable.

1.16.1.2. A mailing label is included in the RFP. Please be sure to use it on the outermost package of the RFP whether it is an envelope, box or overnight package, so that it is visible when received by the City.

1.16.2. Each Offeror who submits a proposal represents that:

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

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

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

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

1.16.4. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission, or receipt of best and final offer, if required, as defined in the Schedule of Events, and offeror so agrees in submitting the proposal.

1.17. RIGHTS RESERVED

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

- A) waive any formality;
- b) cancel or terminate this RFP;
- c) reject any or all proposals received in response to this document;
- d) waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal; not award, or if awarded, terminate any contract if the City determines adequate City funds are not available.

1.18. BONDING REQUIREMENTS

See Exhibit C

1.19. OFFEROR INTERVIEW / PRODUCT DEMONSTRATION

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

1.20. SUBCONTRACTING

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

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

1.21. INSURANCE REQUIREMENTS

See Exhibit B

1.22. CONTRACTOR'S RESPONSIBILITIES

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

1.23. OFFEROR COMPETITION

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

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

1.24. CONTRACT PROVISIONS AND TERMS

1.24.1. Contract Execution

1.24.1.1. The City will execute a contract with the successful offeror(s). The City requires that the RFP and the terms and conditions attached to it, the offeror's response, the best

and final offer (if required), and any formal addenda to the RFP be included as part of any contract documents.

1.24.2. Terms and Conditions

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

1.24.3. Exceptions to Contract Terms & Conditions

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

1.24.4. Contract Extension

The offeror agrees that, through the term of the initial contract and any agreed-upon extension, the City will be entitled to any price reductions at least equal to any lower prices made available to any other customer of comparable volume.

1.24.5. Escalation

Annual pricing adjustments to contract extensions following the initial contract term, if applicable, shall not exceed seventy-five percent (75%) of the rate of increase in the cost of living as reflected in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers (1982-84=100; through November 1991 = 137.8) or any other index which may be substituted in the future. The CPI for the latest twelve (12) month period of the contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

2. PROPOSAL WAIVER AND RELEASE:

2.1. WAIVER OF ATTORNEY FEES:

BY SUBMITTING A PROPOSAL, THE OFFEROR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM THE OFFEROR HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S RESPECTIVE EMPLOYEES AND REPRESENTATIVES, REGARDING THE AWARD OF ATTORNEY'S FEES WHICH ARE IN ANY WAY RELATED TO THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL, THE WAIVER OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS, ACCEPTANCE OR REJECTION OF ANY PROPOSALS, AWARD OF THE CONTRACT OR BREACH OF THE CONTRACT. BY SUBMITTING A PROPOSAL, THE OFFEROR SPECIFICALLY AGREES THAT IF THE OFFEROR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THE PROPOSAL OR THE RELATED CONTRACT, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF EITHER, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGEMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 37.001 ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE OFFEROR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH THE OFFEROR MIGHT OTHERWISE BE ENTITLED.

THE OFFEROR AGREES THAT THIS IS THE VOLUNTARILY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE OFFEROR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE PROPOSAL DOCUMENTS. THE OFFEROR FURTHER

ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE OFFEROR. THIS REQUEST FOR PROPOSALS OR ANY PART HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE OFFEROR AND THE CITY OF MIDLAND, TEXAS, ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THESE PROPOSAL DOCUMENTS WITH LEGAL COUNSEL PRIOR TO EXECUTION.

2.2. RELEASE:

NOTWITHSTANDING ANY OTHER PROVISIONS, BY SUBMITTING A PROPOSAL, THE OFFEROR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES THE CITY OF MIDLAND, TEXAS, THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH THE OFFEROR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS OR TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CLAIMS FOR THE CITY OF MIDLAND'S NEGLIGENCE, OR CLAIMS REGARDING THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY PROPOSAL, THE WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS, THE ACCEPTANCE OR REJECTION OF ANY PROPOSALS, OR THE AWARD OF THE CONTRACT RELATED TO THIS REQUEST FOR PROPOSALS.

2.3 ACKNOWLEDGEMENT:

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

3. SCOPE OF PROJECT

3.1 Scope of Project

The replacement of the current Uninterruptible Power System (UPS) located in the Police and Communications Building at 601 N. Loraine Midland, TX 79701. The UPS provides and automatic transition of power in the occurrence of a power outage, short circuit or overload. The current system provides 50kVa of power and is currently running at 95 percent. The replacement UPS must double the current load capacity.

3.2 Implementation and System Description

The UPS that is being replaced supports equipment on two separate floors, the basement and the first floor. The basement houses the Public Safety Communication Center (PSCC) and the first floor houses the Information Technology Division (IT). There is currently one power distribution unit (PDU) that supports both floors. The current PDU will be replaced with two new PDU's. One PDU will remain in the basement to support the PSCC and the other will replace the legacy PDU that supports the IT division.

This project must be a total turnkey solution, and because these two divisions are critical to the City of Midland, The new UPS and PDU's must be in place before any of the legacy equipment

is removed. The installation of the new equipment will include but not limited to the following:

- Pouring of concrete beside the Legacy UPS to support the weight of the proposed UPS.
- Run new electrical cables that will support the additional current load from the transfer switch to the proposed UPS
- Complete setup of the proposed UPS on cured concrete foundation.
- Removal of all legacy equipment after the proposed equipment is operational.
- Complete install of both PDU's
- Run new electrical cables that will support the additional current load from the UPS to the PDU's
- Run new flexible distribution cables from the PDU's with red receptacles for easy identification of receptacle being on UPS.
- Install of emergency remote power off switch for both PDU's
- Networking of UPS and PDU's
- Provide training of the proposed system for at least 10 individuals.
- Provide a cutover plan with minimal downtime, a weekend cutover is preferred.

3.3 Proposed System Description

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

3.4 Implementation Plan

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

- Procurement of hardware and software
- Installation and configuration of hardware and software
- Removal of antiquated hardware and wiring
- Training of Staff and Administrator
- Training of IT staff that use the alerting application
- Train the Trainer
- Testing and acceptance

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

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

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

3.5 Acceptance and Testing

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

4. REQUIREMENTS

NOTE: Where the term “required Field” appears in the requirements, the intent is that the user may not leave that field blank and leave the current record. The blank required fields shall be flagged for easy identification of the fields left blank.

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

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

Feature	Included In Package*	Will Add or Modify* *	Exception Detail
4.1. <u>REQUIRED FEATURES</u>			
4.1.2. The proposed UPS must be 100kVa or better.	☐	☐	
4.1.3. The proposed UPS must have automatic bypass in case of commercial power failure and manual bypass switch for maintenance purposes.	☐	☐	
4.1.4. Provide uninterrupted power during transfer from commercial power to generator power. With at least 30 minutes of run time.	☐	☐	
4.1.5. Provide software and connections hardware for remote monitoring and alerting.	☐	☐	
4.1.6. Provide warranty information.	☐	☐	
4.1.7. Provide maintenance information and cost of contracted maintenance after warranty. Local support with a two-hour response time.	☐	☐	
4.1.8. Batteries must be self-maintenance and easily obtained thru a local dealer.	☐	☐	
4.1.9 Front panel display with complete system read out.	☐	☐	
4.1.10 Removal and disposal of all legacy equipment.	☐	☐	
4.1.11. Training for 10 city personnel on new equipment.	☐	☐	
4.1.12. Cut over plan with minimal downtime. A weekend cut over is preferred.	☐	☐	
4.2. PDU's	☐	☐	
4.2.1 50KVA OR BETTER ON THE PDU'S	☐	☐	
4.2.2. Remote emergency power off switch close to the exit doors.	☐	☐	
4.2.3 A safety ground connector.	☐	☐	

- | | | |
|---|--------------------------|--------------------------|
| 4.2.4 Software and connections for remote monitoring and alerting. The PSCC requires an audio and visual panel that can be seen and hear for all dispatch consoles. | ☐ | ☐ |
| 4.2.5 3 distribution panels per PDU with 42 circuit breaker slots per panel | ☐ | ☐ |
| 4.2.5.1 Each panel must provide one 120/100 amp circuit breaker for a total of three 100 amp breakers | ☐ | ☐ |
| 4.2.5.2 Each panel must provide one 120/50-amp circuit breaker for a total of three 50-amp breakers. | ☐ | ☐ |
| 4.2.5.3 The rest of the circuits breakers can be 120/20 amp circuit breakers. | ☐ | ☐ |
| | ☐ | ☐ |

5. VENDOR QUALIFICATIONS

5.1. INFORMATION VERIFICATION

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

5.2. RIGHT TO REJECT

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

5.3. VENDOR CAPABILITIES

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

5.3.1. References

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

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

5.3.1.3. These references should include (any other desired information) _____

5.3.2. Vendor Stability

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

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

5.3.2.3. Provide copies of any quarterly financial statements that have been prepared since the

end of the period reported by your most recent annual report.

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

6. EVALUATION PROCESS

6.1. EVALUATION PROCEDURE

6.1.1. Committee Actions

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

6.2. EVALUATION CRITERIA

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

- 6.2.1. Company References and Qualifications
- 6.2.2. Implementation Plan
- 6.2.3. Cost Analysis
- 6.2.4. Technical Abilities

7. PROPOSAL CONTENTS

7.1. THE RFP

7.2. THE COST SUMMARY OR PROPOSAL FORM

7.3. REQUESTED ATTACHMENTS

- 7.3.1. References
- 7.3.2. Resumes
- 7.3.3. Business Plan
- 7.3.4. Financial Information
- 7.3.5. Signed Execution of Offer

EXECUTION OF OFFER

Date: _____

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

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

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

This offer consists of pages number 1 through _____.

Offeror/ COMPANY: _____

SIGNATURE (INK): _____

NAME: (TYPED/PRINTED) _____

TITLE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____



City Council Agenda

Approved for Agenda:
THudson
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL / CITY MANAGER

FROM: Sharlett Chowning, Chief Information Officer

SUBJECT: Consider a resolution authorizing the purchase of up to 200 computers from Dell and appropriating funds.

Purpose:

Requesting the authorization to purchase up to 200 computers from Dell through the State of Texas Department of Information Resources (DIR) contract.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

\$601,250 from Information Technology Bond Fund

Discussion:

The City of Midland has over 700 computers. Many of these are old and are no longer capable of using current software or supporting current business needs of the employees. In the Technology Plan, there are 200 computers scheduled to be replaced within the next eight months. This purchase will be made in increments as they are installed.

RESOLUTION NO.

RESOLUTION APPROVING THE PURCHASE OF UP TO TWO HUNDRED (200) COMPUTERS THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES AT A TOTAL COST OF \$601,250.00; AND THIS ITEM WAS NOT BID BUT PURCHASED THROUGH A STATE OF TEXAS COOPERATIVE PROGRAM

WHEREAS, the Texas Department of Information Resources (DIR) is a cooperative program in which the City participates on purchases; and

WHEREAS, the Director of the Information Systems Department has arranged for the purchase of up to Two Hundred (200) Dell Computers, at a total proposed cost to the City of \$601,250.00 through the DIR, as shown on the spreadsheet attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the Council finds the price proposed for said computers through the DIR to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to purchase said computers through the DIR;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said computers referred to above through the DIR, at a total estimated cost of \$601,250.00.

SECTION TWO. That the sum of \$601,250.00 is hereby appropriated from the Information Technology Bond Fund (776) Unappropriated Fund Balance (5650) to the Computer and Accessories Upgrade Project (8983).

SECTION THREE. That the City Treasurer is hereby authorized and directed to pay for said computers from funds appropriated herein 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

APPROVED AS TO CONTENT
AND COMPLETENESS:

Sharlett Chowning,
Information Services Director

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Purchases To Be Made From Dell for Tech Replacement

		2012	
		Quantity	Cost
79 Total Servers		20	179,700
296 Gateway Computers		180	421,550
187 PCs older than 2009			
91 PCs that may go to windows			
			601,250



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Sylvester Cantu Community Development Administrator

SUBJECT: Donate Real Property to Midland Habitat for Humanity (CDBG)

Purpose:

Consider a resolution authorizing the transfer of Lot 2, Block 3, Glenn Frances Addition, City and County of Midland; Lots 9A, 10A, 11A, 12A, 13A, 14A and 14B, Block 1, Glenn Frances Addition Section 2, City and County of Midland; Lots 3A, 4A, 5A, 6A, 7A, 8A and 8B, Block 3, Glenn Frances Addition Section 2, City and County of Midland; Lots 3, 4 and 5, Block 6, Glenn Frances Addition Section 2, City and County of Midland to Midland Habitat for Humanity, Incorporated, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager and the City Attorney to execute all documents necessary to transfer ownership; the transfer of this property is not subject to the notice, bidding, and obtaining of fair market value requirements of state law.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Property valuation will increase due to new homes.

Discussion:

The subject property is located in the CDBG Sparks Park Target Area and was purchased with CDBG funds. The purpose of the land purchase is for low income affordable housing. Midland Habitat has requested the subject property so they can accomplish the objective. Now that a re-platting process has been completed, a total of 18 lots can be transferred to Midland Habitat. Each lot will have to be developed with affordable single family homes to be occupied by CDBG income eligible households. A term of three years will be allowed for completion.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE TRANSFER OF LOT 2, BLOCK 3, GLEN FRANCES ADDITION, CITY AND COUNTY OF MIDLAND; LOTS 9A, 10A, 11A, 12A, 13A, 14A AND 14B, BLOCK 1, GLENN FRANCES ADDITION SECTION 2, CITY AND COUNTY OF MIDLAND; LOTS 3A, 4A, 5A, 6A, 7A, 8A AND 8B, BLOCK 3 GLEN FRANCES ADDITION SECTION 2, CITY AND COUNTY OF MIDLAND; LOTS 3, 4, AND 5, BLOCK 6, GLENN FRANCES ADDITION SECTION 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, TO MIDLAND HABITAT FOR HUMANITY, INCORPORATED, IN ACCORDANCE WITH SECTION 253.011 AND SECTION 272.001 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP; THE TRANSFER OF THIS PROPERTY IS NOT SUBJECT TO THE NOTICE, BIDDING, AND OBTAINING FAIR MARKET VALUE REQUIREMENTS OF STATE LAW; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND HABITAT FOR HUMANITY, INCORPORATED

WHEREAS, the City of Midland is the owner of Lots 2, Block 3, Glenn Frances Addition, City and County of Midland; Lots 9A, 10A, 11A, 12A, 13A, 14A and 14B, Block 1, Glenn Frances Addition Section 2, City and County of Midland; Lots 3A, 4A, 5A, 6A, 7A, 8A and 8B, Block 3, Glenn Frances Addition Section 2, City and County of Midland; Lots 3, 4 and 5, Block 6, Glenn Frances Addition Section 2, an addition of the City of Midland, Midland County, Texas, as shown on the map attached hereto as Exhibit “A” and made a part hereof for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to transfer said property to Midland Habitat for Humanity, Incorporated, which will primarily use the property to construct affordable single-family housing as provided by Texas Local Government Code Section 253.011;

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

THAT the City Manager in accordance with Section 253.011 of the Texas Local

Government Code, is hereby authorized and directed to execute and attest, respectively, and deliver, on behalf of the City of Midland an Agreement with Midland Habitat for Humanity, Incorporated, and a Quitclaim Deed and all releases, closing statements and other documentation necessary to convey the City-owned property described above to Midland Habitat for Humanity, Incorporated. The Quitclaim Deed is to be in the form attached hereto as Exhibit "B", and made a part hereof for all legal purposes. Said agreement between the City of Midland and Midland Habitat for Humanity, Incorporated is also to be in the form attached hereto as Exhibit "C", and made a part hereof for all legal purposes.

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Rick Crownover, Director of
Development Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

LAND TRANSFER TO MIDLAND HABITAT FOR HUMANITY



Legend

- Habitat
- Parcel



MARCH 7, 2012
STEVE BAKER

© THE CITY OF MIDLAND - 2012
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR
ANY DECISIONS BASED UPON THE USE OF THIS DATA.
WHILE THIS INFORMATION IS MADE AVAILABLE TO THE
PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY
OF MIDLAND, AND, WHILE WE MAKE EVERY ATTEMPT TO
KEEP IT UPDATED, WE MAKE NO CLAIM AS TO ITS
ACCURACY OR COMPLETENESS. THAT DATA IS NOT
DESIGNED TO BE USED AS A P.P.
PERMITTING CITING, OR IN OTHER
SOLELY ON THIS MAP

QUIT CLAIM DEED

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

I.

That the undersigned, **CITY OF MIDLAND, TEXAS, A Texas Home Rule Municipal Corporation**, P.O. Box 1152, Midland, Texas 79702 of the County of Midland, State of Texas, hereinafter referred to as “Grantor”, whether one or more, for and in consideration of Grantee herein named to use the property in a manner that primarily promotes a public purpose of the City of Midland in accordance with Section 253.011 of the Texas Local Government Code.. The public purpose being to construct affordable single-family housing, the receipt and sufficiency of which is hereby acknowledged, has QUIT CLAIMED, and by these presents does QUIT CLAIM unto **Midland Habitat for Humanity, Incorporated**, P.O. Box 2555, Midland, Texas 79702, herein referred to as “Grantee”, whether one or more, the real property described as follows:

ALL OF LOT TWO (2), BLOCK THREE (3), GLENN FRANCES ADDITION, LOTS NINE A (9A), TEN A (10A), ELEVEN A (11A), TWELVE A (12A), THIRTEEN A (13A), FOURTEEN A (14A), AND FOURTEEN B (14B), BLOCK ONE (1) GLENN FRANCES ADDITION SECTION TWO (2), CITY AND COUNTY OF MIDLAND; LOTS THREE A (3A), FOUR A (4A), FIVE A (5A), SIX A (6A), SEVEN A (7A), EIGHT A (8A) AND EIGHT B (8B), BLOCK THREE (3) GLEN FRANCES ADDITION SECTION TWO (2), CITY AND COUNTY OF MIDLAND; LOTS THREE (3), 4 (FOUR), AND 5 (FIVE), BLOCK 6 (SIX), GLENN FRANCES ADDITION SECTION TWO (2), an addition to the City of Midland, Midland County, Texas.

Said Agreement stating the terms and conditions by which the City shall convey real property purchased with Community Development Block Grant Funds to Midland Habitat

for Humanity, Incorporated for the purpose of developing single family housing affordable to low income households is to be in the form attached hereto as Exhibit “A” and made a part hereof for all legal purposes.

II.

BY EXECUTING THIS QUITCLAIM DEED, THE GRANTOR AND THE GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY **“AS IS” WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY OF MIDLAND, TEXAS THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE.** THE GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY THE CITY OF MIDLAND WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING UPON GRANTEE’S EXAMINATION OF THE PROPERTY. GRANTEE ALSO RECOGNIZES BY AGREEING TO PURCHASE THE PROPERTY **“AS IS”** THAT GRANTEE AGREES TO MAKE GRANTEE’S OWN APPRAISAL OF THE PROPERTY AND TO ACCEPT THE RISK THAT GRANTEE MAY BE WRONG. THE GRANTOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE PROPERTY SOLD. IN NO EVENT SHALL A GRANTEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE GRANTEE WILL TAKE THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THE PROPERTY

IS ACCEPTED “AS IS” AND “WITH ALL FAULTS,” EXCLUDING EXPRESS OR IMPLIED WARRANTIES. PROVISIONS OF THIS PARAGRAPH SURVIVE THE CLOSING.

III.

In accordance with Section 253.011 of the Texas Local Government Code, the ownership of the above-referenced property automatically reverts back to the Grantor in the event the Grantee at any time fails to use the property to promote the public purpose of constructing affordable single-family housing. Further, the ownership of any undeveloped lots from the above-referenced property automatically reverts back to the Grantor two years from the execution date of this instrument.

IV. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, GRANTEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES GRANTOR, GRANTOR’S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH GRANTEE 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 GRANTOR’S NEGLIGENCE.

V. INDEMNITY

GRANTEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND GRANTOR AND ALL OF GRANTOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF GRANTEE, its agents or employees, or any contractor or subcontractor, arising out of, or resulting from, Grantee's use of, or activities on, the Agreement Premises, and Grantee will be required to pay any judgment with costs which may be obtained against Grantor or any of its officers, agents or employees, including reasonable attorney's fees.

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND GRANTOR AND ALL OF GRANTOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF

ANY NEGLIGENT ACT OF GRANTOR, GRANTOR'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 GRANTEE OR GRANTEE'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY AND GRANTEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST GRANTOR OR ANY OF GRANTOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

VI.

PROVIDED, HOWEVER, that all the oil, gas, and other minerals in and under said land are hereby expressly excepted from this conveyance, and this conveyance is also subject to any existing easements of record and/or on the ground for pipelines, utilities or other purposes, and all stipulations, conditions and terms of this instrument including but not limited to those listed in (II) above.

VII.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the Grantee, and Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs,

administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2012.

GRANTOR:

CITY OF MIDLAND

By: _____
Courtney Sharp, City Manager

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the _____ day of _____, 2012, by COURTNEY SHARP, City Manager, City of Midland, Texas.

Notary Public, State of Texas

Printed Name of Notary:

My Commission Expires: _____

ACCEPTED BY GRANTEE

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

 This instrument was acknowledged before me on the _____ day of _____,
2012, by _____.

Notary Public, State of Texas

Printed Name of Notary:

My Commission Expires: _____

AGREEMENT BETWEEN CITY OF MIDLAND, TEXAS AND MIDLAND HABITAT FOR HUMANITY, INCORPORATED

This Agreement made by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation, herein called "CITY", and **MIDLAND HABITAT FOR HUMANITY, INCORPORATED**, hereinafter called "HABITAT";

W I T N E S S T H:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which the CITY shall convey real property purchased with Community Development Block Grant ("CDBG") funds to HABITAT for the purpose of developing single family housing affordable to low income households.

II. CONVEYANCE OF REAL PROPERTY

The CITY agrees to convey specific real property within the City of Midland, Midland County, Texas, for the purpose of improving the lots conveyed and increasing the conditions and value of the surrounding subdivision. The specific property to be conveyed by the CITY is described as follows:

ALL OF LOT TWO (2), BLOCK THREE (3), GLENN FRANCES ADDITION, LOTS NINE A (9A), TEN A (10A), ELEVEN A (11A), TWELVE A (12A), THIRTEEN A (13A), FOURTEEN A (14A), AND FOURTEEN B (14B), BLOCK ONE (1) GLENN FRANCES ADDITION SECTION TWO (2), CITY AND COUNTY OF MIDLAND; LOTS THREE A (3A), FOUR A (4A), FIVE A (5A), SIX A (6A), SEVEN A (7A), EIGHT A (8A) AND EIGHT B (8B), BLOCK THREE (3) GLENN FRANCES ADDITION SECTION TWO (2), CITY AND COUNTY OF MIDLAND; LOTS THREE (3), 4 (FOUR), AND 5 (FIVE), BLOCK 6 (SIX), GLENN FRANCES ADDITION SECTION TWO (2), an addition to the City of Midland, Midland County, Texas.

This conveyance of property is executed under the explicit authorization of the CITY Council of the City of Midland, Texas, and pursuant to authority granted by Texas Local Government Code, Section 253.011 and Section 272.001.

III. TERM OF CONTRACT

The term of this Agreement shall begin March 21, 2012, and end March 20, 2015

unless an extension of time is granted by the City Council.

IV. INDEMNITY

HABITAT SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY AN PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF HABITAT OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT. HABITAT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

HABITAT agrees that it will 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 Agreement. When CITY so desires, HABITAT shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that HABITAT 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 HABITAT 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 HABITAT, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and HABITAT. No person performing any work hereunder 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. HABITAT shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of HABITAT's work. HABITAT shall assume exclusive responsibility for the work. HABITAT is entirely free to do the work in its own way.

VI. APPLICABLE LAWS, ORDINANCES

HABITAT shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the CITY. HABITAT hereby agrees as follows:

- A. HABITAT will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.
- B. HABITAT will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of

race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds.

- C. HABITAT will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.
- D. HABITAT shall obtain and maintain documentation evidencing that program beneficiaries meet CDBG program income eligibility criteria, specifically as required by 24 CFR 570.208. HABITAT shall further comply with the retention of records provisions of 24 CFR 570.502.
- E. No officer, employee or board member of HABITAT shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to HABITAT of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of HABITAT as an officer, employee, member, or program participant. HABITAT shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84.
- F. HABITAT will construct housing that is valued at no more than 95% of Midland's median purchase price as specified in Section 203(b) of HUD's FHA single family mortgage insurance program. Housing must also pass HUD's Housing Quality Standards and the CITY's Homebuyer Assistance Program construction requirements.
- G. HABITAT shall make available to the CITY, as determined by the CITY, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through N. HABITAT shall fully cooperate with CITY when CITY monitors the services and work performed under this Agreement, which the CITY may do at any time during the term of this Agreement. HABITAT shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. These records will be made available to the CITY for Federal audit purposes and will be retained for four (4) years after the expiration of this Agreement unless permission to destroy them is granted by the CITY.

VII. PROGRAM INCOME

It is agreed and understood that except in the disposition of CDBG acquired assets that there will be no program income generated as a result of this Agreement which requires compliance with 24 CFR 570.504.

VIII. RECOGNITION OF FUNDING

HABITAT shall provide recognition of CDBG funding in its procurement announcements. HABITAT shall post, in a publicly visible location where CDBG assisted activity is provided, an acknowledgment that the City of Midland Community Development Block Grant Program is contributing to the project. The CITY's Community Development Office will determine if posting is adequate given the scale of the CDBG assisted activity.

IX. PROJECT REPORTS

Yearly status reports are to be prepared by HABITAT and submitted in a timely fashion to the CITY. A final performance report shall be prepared and submitted promptly after project completion. An inventory of CDBG acquired assets shall be submitted to the CITY, in a form suitable to the CITY, on an annual basis and at the end of the Agreement.

X. 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.

XI. ATTORNEY FEES

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.), the parties hereto agree to waive any and all rights to recovery of attorney fees to which the prevailing party might otherwise be entitled.

XII. DEFAULT PROVISION

In the event that either HABITAT or the CITY fails to perform or is unable to perform

substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, HABITAT and CITY shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the CITY and HABITAT have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of HABITAT and CITY in writing.

XIII. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, HABITAT 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 HABITAT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIV. THIRD-PARTY BENEFICIARY

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

XV. AUTOMATIC REVERSION

HABITAT and CITY explicitly agree that this conveyance complies with the conditions of Texas Local Government Code, Section 253.011 and Section 272.001. If, for any reason, HABITAT at any time fails to use the property for the public purpose in the manner for which it was conveyed, the property shall automatically revert to the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2012.

CITY OF MIDLAND, TEXAS

By:_____

Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Rick Crownover, Director of
Development Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

MIDLAND HABITAT FOR HUMANITY,
INCORPORATED

By:_____

Name:_____

Title :_____

THE STATE OF TEXAS

§
§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of MIDLAND HABITAT FOR HUMANITY, INCORPORATED, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said 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



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Sylvester Cantu Community Development Administrator

SUBJECT: Donate Real Property to Midland Community Development Corporation (CDBG)

Purpose:

Consider a resolution authorizing the transfer of Lots 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 10B, 10C and 10D, Block 4 Glenn Frances Addition Section 2, City and County of Midland; Lots 6 through 18, Block 6, Glenn Frances Addition Section 2, City and County of Midland to Midland Community Development Corporation, Incorporated, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager and the City Attorney to execute all documents necessary to transfer ownership; the transfer of this property is not subject to the notice, bidding, and obtaining of fair market value requirements of state law.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Property valuation will increase due to new homes.

Discussion:

The subject property is located in the CDBG Sparks Park Target Area and was purchased with CDBG funds. The purpose of the land purchase is for low income affordable housing. Midland CDC has requested the subject property so they can accomplish the objective. Now that a re-platting process has been completed, a total of 24 lots can be transferred to Midland CDC. Each lot will have to be developed with affordable single family homes to be occupied by CDBG income eligible households. A term of three years will be allowed for completion.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE TRANSFER OF LOTS 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 10B, 10C AND 10D, BLOCK 4, GLENN FRANCES ADDITION SECTION 2, CITY AND COUNTY OF MIDLAND; LOTS 6 THROUGH 18, BLOCK 6, GLENN FRANCES ADDITION SECTION 2, CITY AND COUNTY OF MIDLAND AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, TO MIDLAND COMMUNITY DEVELOPMENT CORPORATION, INCORPORATED, IN ACCORDANCE WITH SECTION 253.011 AND SECTION 272.001 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP; THE TRANSFER OF THIS PROPERTY IS NOT SUBJECT TO THE NOTICE, BIDDING, AND OBTAINING FAIR MARKET VALUE REQUIREMENTS OF STATE LAW; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIDLAND AND MIDLAND COMMUNITY DEVELOPMENT CORPORATION, INCORPORATED

WHEREAS, the City of Midland is the owner of Lots 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 10B, 10C and 10D, Block 4, Glenn Frances Addition Section 2, City and County of Midland; Lots 6 through 18, Block 6, Glenn Frances Addition Section 2, an addition of the City of Midland, Midland County, Texas, as shown on the map attached hereto as Exhibit “A” and made a part hereof for all legal purposes; and

WHEREAS, the City Council finds it to be in the public interest to transfer said property to Midland Community Development Corporation, Incorporated, which will primarily use the property to construct affordable single-family housing as provided by Texas Local Government Code Section 253.011;

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

THAT the City Manager in accordance with Section 253.011 of the Texas Local Government Code, is hereby authorized and directed to execute and attest, respectively, and deliver, on behalf of the City of Midland an Agreement with Midland Community Development Corporation, and a Quitclaim Deed and all releases, closing statements and

other documentation necessary to convey the City-owned property described above to Midland Community Development Corporation, Incorporated. The Quitclaim Deed is to be in the form attached hereto as Exhibit “B”, and made a part hereof for all legal purposes. Said agreement between the City of Midland and Midland Community Development Corporation, Incorporated is also to be in the form attached hereto as Exhibit “C”, and made a part hereof for all legal purposes.

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

Council members voting “AYE”:

Council members voting “NAY”:

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Rick Crownover, Director of
Development Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

LAND TRANSFER TO M.C.D.C.



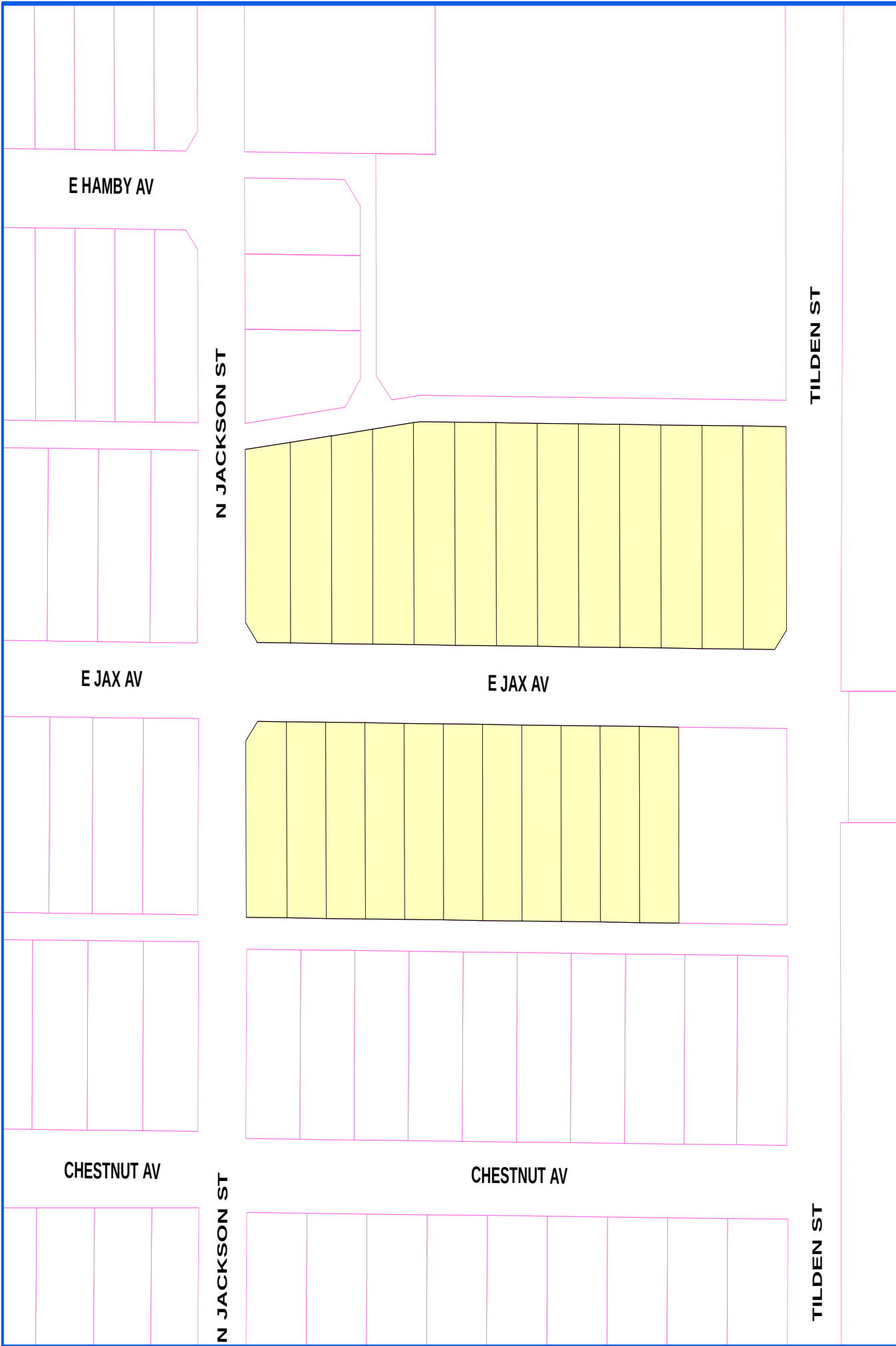
Legend

- MCDC
- Parcel



MARCH 7, 2012
STEVE BAKER

© THE CITY OF MIDLAND - 2012
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR
ANY DECISIONS BASED UPON THE USE OF THIS DATA.
WHILE THIS INFORMATION IS MADE AVAILABLE TO THE
PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY
OF MIDLAND, AND, WHILE WE MAKE EVERY ATTEMPT TO
KEEP IT UPDATED, WE MAKE NO CLAIM AS TO ITS
ACCURACY OR COMPLETENESS. THIS DATA IS NOT
DESIGNED TO BE USED AS A P.P.
PERMITTING CITING OR IN OTHER
SOLLY ON THIS MAP





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Gary Saunders, Transportation Manager

SUBJECT: Resolution – Right-of-Way License Agreement

Purpose:

To approve a resolution authorizing a Right-of-Way License Agreement between the City of Midland and Centurion Pipeline, L.P.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

The City of Midland shall receive payment of \$581.82 per annum for year's one (1) through ten (10) and \$1,454.55 per annum for years eleven (11) through twenty-five (25) of the Right-of-Way License Agreement duration.

Discussion:

The Legal Department has prepared a resolution authorizing the execution of a Right-of-Way License Agreement between the City of Midland and Centurion Pipeline, L.P., for the purpose of placement, operation and maintenance of 12 inch and 16 inch crude oil pipelines within a portion of Todd Drive, Section 32, Block 39, T-1-S, T&P RR CO., Midland County, Texas and a portion of Cynthia Drive, Sections 30 and 31, Block 38, T-1-S, T&P RR. CO., Midland County, Texas.

This Agreement shall be for a term of twenty-five (25) years and shall renew at the end of the initial Agreement term for one (1) additional twenty-five (25) year term.

Attached are maps indicating location of the crude oil pipeline crossings.

Staff recommends approval of this resolution.

RESOLUTION NO.

RESOLUTION AUTHORIZING A RIGHT OF WAY LICENSE WITH THE CITY OF MIDLAND, TEXAS AND CENTURION PIPELINE, L.P.; SAID RIGHT OF WAY LICENSE IS FOR THE PURPOSE OF PLACING, OPERATING, AND MAINTAINING A 12 INCH AND 16 INCH CRUDE OIL PIPELINE; THE PIPELINE IS LOCATED WITHIN THE CITY OF MIDLAND RIGHT OF WAY WITHIN A PORTION OF TODD ROAD, SECTION 32, BLOCK 39, T-1-S, T&P RR CO., MIDLAND COUNTY, TEXAS, AND A PORTION OF CYNTHIA ROAD, SECTION 30 AND 31, BLOCK 38, T-1-S, T&P RR. CO., MIDLAND COUNTY, TEXAS; THE LICENSE TERM IS FOR TWENTY-FIVE (25) YEARS, COMMENCING WITH THE DATE OF THIS LICENSE AND SHALL AUTOMATICALLY RENEW AT THE END OF THE TERM FOR ONE ADDITIONAL TWENTY-FIVE (25) YEAR TERM UPON 90 DAYS WRITTEN REQUEST PRIOR TO EXPIRATION

WHEREAS the City Council finds it to be in the public interest to authorize a right of way license with Centurion Pipeline, L.P., located within the City of Midland Right of Way within a portion of Todd Drive, Section 32, Block 39, T-1-S, T&P RR Co., Midland County, Texas and a portion of Cynthia Drive, Sections 30 and 31, Block 38, T-I-S, T&P RR. Co., Midland County, Texas;

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

THAT the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a right of way license with Centurion Pipeline, L.P., said license being substantially in the form attached hereto as Exhibit "A" 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 M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

APPROVED AS TO CONTENT
AND COMPLETENESS:

Gary Saunders, Transportation Manager

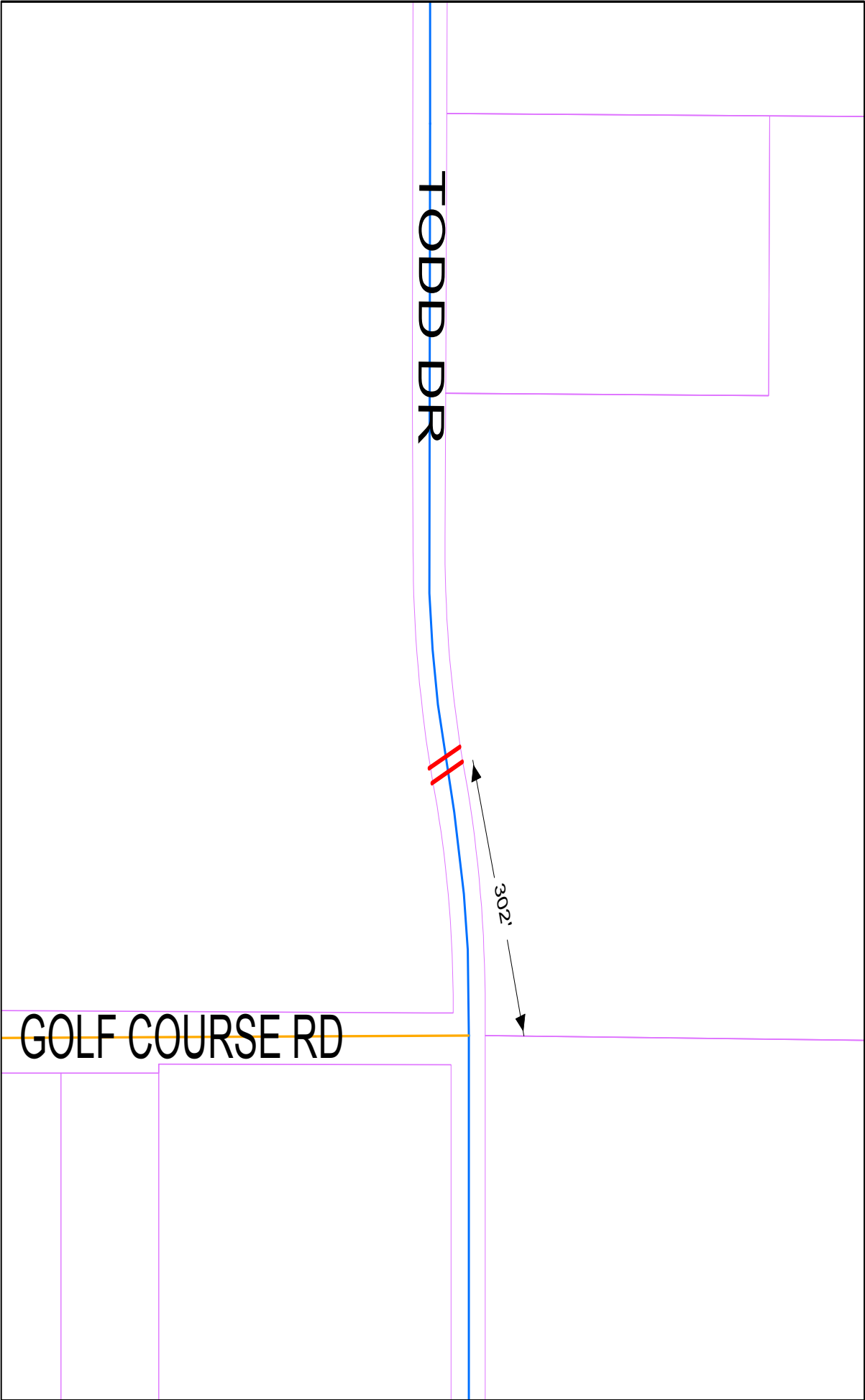
TRANSPORTATION
DIVISION

Centurion Pipeline L.P.

Proposed pipeline
easement



Map by TC 2/16/12



TRANSPORTATION
DIVISION

Centurion Pipeline L.P.

 Proposed pipeline
easement

David Alldredge

CYNTHIA DR

CYNTHIA DR

Siew Luan Chan

Montevallo Inc.



Map by TC 2/16/12

RIGHT-OF-WAY CROSSING LICENSE

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

THIS RIGHT-OF-WAY CROSSING LICENSE (“AGREEMENT”), effective this 21st day of March, 2012, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called “Licensor”, and CENTURION PIPELINE, L.P., hereinafter called “Licensee”.

Licensee desires use of property owned by the Licensor in Midland County, Texas within the City of Midland, Texas, for the purposes of crossing Licensor’s right-of-way with an underground pipeline.

It is the position of the Licensor that Licensee must obtain a license in order to use the public lands of the City. The parties agree the grant herein may be referred to as the “License”.

W I T N E S S E T H:

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

I. Term

This Agreement shall be for a term of twenty-five (25) years (the “Initial Term”), commencing with the date of this Agreement, the “Commencement Date,” unless terminated earlier as provided hereafter. This Agreement shall automatically renew at the

end of the Initial Term for one (1) additional term of twenty-five (25) years, upon the written request of Licensee received by Licenser on or before ninety (90) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of the Licenser. The granting of consent for renewal of this Agreement is in the sole and absolute discretion of Licenser. Licenser shall have the option to terminate this license at any time, for any or no reason, without penalty, upon giving the other party written notice at least one hundred and eighty (180) days in advance of such termination. The parties to this Agreement understand and agree that it is in the Licenser's sole discretion to cancel this Agreement during the term of the Agreement without penalty to the Licenser. The Licensee has no expectation and has received no assurance that this license will not be terminated before the end of the term of this license. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of this license. All work under this Agreement shall be suspended immediately upon termination of the Agreement becoming effective.

Upon termination of this Agreement, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of the Licensee to its original condition, as close thereto as may be practical, subject to the approval of the Licenser

upon inspection by Licensor's Director of Development Services, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this license.

II. Financial Considerations

1. In further consideration for the rights herein granted to Licensee, Licensee shall pay to the Licensor a license fee as follows:

Years 1-10 \$ 581.82

Years 11-25 \$1,454.55

payable annually on or before the anniversary of the commencement date of this Agreement except for the first year of the Agreement. The first year's license fee of \$581.82 shall be due and payable in advance on the commencement date of this license ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay the Licensor a late charge of five percent (5%).

2. At the same time the first year License Fee is due, Licensee shall deposit a non-refundable onetime inspection fee of \$500.00 with the Licensor's Director of Development Services.

3. Prior to commencement of any renewal term, the Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If the Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee,

then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed one hundred fifty percent (150%) of the License Fee paid for the last year of the Initial Term.

4. The License Fee payment shall be made to the Licensor at the office of the Director of Development Services, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

1. Licensor does hereby grant unto Licensee, the right to enter upon certain property of the City of Midland shown on “Exhibit A” and “Exhibit B” attached hereto and incorporated herein for all purposes, at the location identified on “Exhibit A” and being part of Centurion Pipeline, L.P. Underground Pipeline, L.P. Pipeline Crossing, Section 32, Block 39, T-1-S, T&P RR. CO., Midland County, Texas for the purpose of installing and repairing two lines (5’ Separation) Gas Pipeline; and at the location identified on “Exhibit B” and being part of Centurion Pipeline, L.P. Underground Pipeline, L.P. Pipeline Crossing, Sections 30 and 31, Block 38, T-1-S, T&P RR. CO., Midland County, Texas for the purpose of installing and repairing two lines (10’ Separation) Gas Pipeline.

2. Licensee covenants and agrees that it will repair any of Licensor’s roads that

Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

3. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by the Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of the Licensor's Standard Specifications.

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

5. Before the Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by the Licensor's Director of Development Services.

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

Licensors reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of the Licensor, in, across, along, over or under any public property occupied by Licensee. In permitting such work to be done, the Licensor shall not be liable to the Licensee for any damage so caused to the Licensee's system, **NOR SHALL THE LICENSOR BE LIABLE TO THE LICENSEE FOR ANY DAMAGES TO THE LICENSEE'S PIPELINE, ARISING OUT OF THE NEGLIGENCE BY THE LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If the Licensor requires the Licensee to remove, alter, change, adapt, or conform its facilities because of the construction, repair, or grade of a street or in the location or manner of constructing a water pipe, sewer pipe, or other underground or aboveground structure owned by the Licensor, the Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by the Licensor, without claim for reimbursement for the cost of the relocation or for damages against the Licensor. If these requirements impose a financial hardship upon the Licensee, the Licensee shall have the right to present alternative proposals for the Licensor's consideration.

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

8. It is especially provided, however, that as an express condition of this Agreement, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the premises covered hereby cease to be used for the purposes enumerated herein for any period of twenty four (24) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty days (120) notice, then and in that event, this license shall automatically revert to the Licensor, its successors or assigns, free and clear of any right, title, or interest in the Licensee, or any re-entry by the Licensor.

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

10. The Licensor reserves the right to use the surface or subsurface or airspace above the land covered by this Agreement for any public purpose allowed by law and deemed necessary by the Licensor and to do and permit to be done, any work in connection

therewith which may be deemed necessary or proper by the Licensor on, across, along, under or over said right of way occupied by the Licensee. Licensor agrees to exercise the reserved rights in a manner that does not compromise the safety of Licensees pipeline. In the event of such work in connection with said public purposes it shall be deemed necessary by the Licensor to alter, change, adapt, conform or relocate any pipeline of Licensee, such alteration or change or relocation shall be commenced and completed by the Licensee within one hundred eighty (180) days after being ordered in writing by the Licensor pursuant to directions from the Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against the Licensor. The relocation shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding the Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable Federal or State laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

- Personal Injury: \$2,000,000.00 per person
\$2,000,000.00 per occurrence
- Property Damage: \$500,000.00 per occurrence

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

Worker's Compensation: Statutory limits

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

The Commercial General Liability shall be on a per project or policy aggregate, including completed operations, and shall be on a claims made basis. This insurance shall name the Licensor as an additional insured and waive subrogation in favor of the Licensor. Said insurance deductible shall be limited to the amount of FIFTY THOUSAND DOLLARS (\$50,000.00).

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

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

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

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

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

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement

to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured.

2. **INDEMNITY** - THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE LICENSOR AND ALL OF LICENSOR'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, LOSSES, ATTORNEY'S FEES AND EXPENSES OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF THE LICENSEE, Licensee's contractor or subcontractor, their agents or employees, arising directly or indirectly or in any way connected with the placement, construction, operations, repair, maintenance, replacement or removal of any part of the Licensee's pipeline system in the Licensor's rights of way. The Licensee will be required to pay any judgment with costs which may be obtained against the Licensor or any of its officers, agents, or employees including attorney's fees.

THE LICENSEE AGREES THAT LICENSEE WILL INDEMNIFY AND SAVE THE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES,

INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE SYSTEM DESCRIBED HEREIN.

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

4. **Independent Contractor** - It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise

between Licenser and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the Licenser. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licenser does not have the power to direct the order in which the work is done. Licenser shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

5. **WAIVER OF ATTORNEY'S FEES - BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE LICENSOR, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, OR INTERPRETATION OF THE AGREEMENT. THE LICENSEE SPECIFICALLY AGREES THAT IF THE LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS**

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

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

THE LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS

AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

6. **Governing Law & Venue** - All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have been performed in Midland County, Texas.

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

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

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

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

Any notice or communication required in the administration of this Agreement shall be sent by certified mail, return receipt requested, to the Licensee as follows: CENTURION PIPELINE L.P., JASON P. MIERS, MANAGER LAND AND ROW, P.O. BOX 51791, MIDLAND, TEXAS 79710.

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

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for

damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire Agreement are reasonable.

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

LICENSOR:

CITY OF MIDLAND, TEXAS

Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Gary Saunders, Transportation Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

LICENSEE

CENTURION PIPELINE, L.P.

Jason P. Miers, Manager Land & ROW

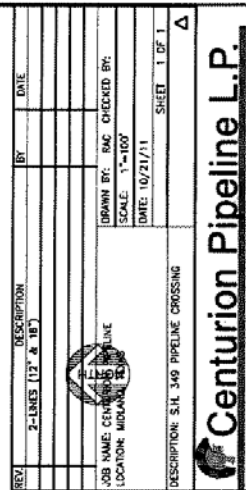
THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

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

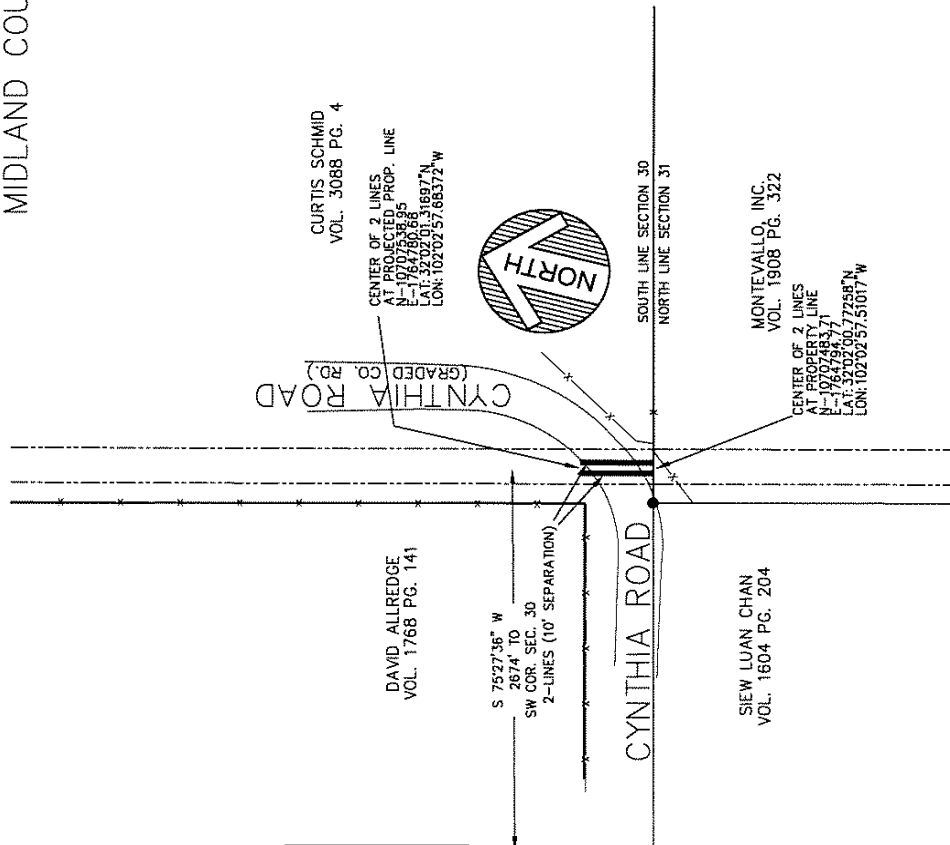
Notary Public, State of Texas

COMPANION PLAT "CENTURION MIDLAND PIPELINE
OBTIRACI.DWG" IS FILED IN THE OFFICE OF THIS SURVEYOR
AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS
SURVEY.
BEARINGS ARE RELATIVE TO TEXAS
COORDINATE SYSTEM OF 1983
CENTRAL ZONE, CORSS96 (2002.0)

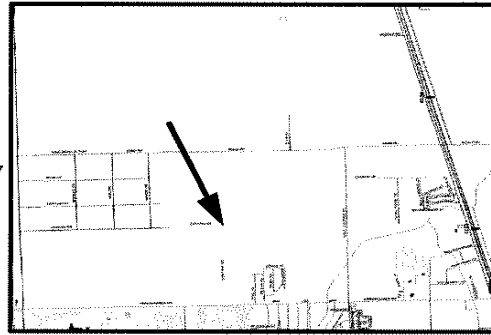
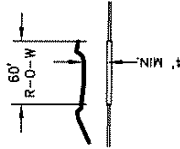


19.25

CENTURION PIPELINE, L.P.
 PROPOSED UNDERGROUND
 PIPELINE CROSSING
 SECTIONS 30 AND 31, BLOCK 38, T-1-S, T&P RR. CO.
 MIDLAND COUNTY, TEXAS



PROFILE VIEW OF CYNTHIA ROAD
 LOOKING WEST



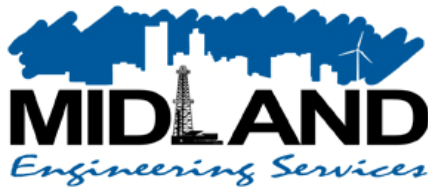
COMPANION PLAT "CENTURION MIDLAND PIPELINE
 OBJECT.DWG" IS FILED IN THE OFFICE OF THIS SURVEYOR
 AND FURTHER DESCRIBES THE RECONSTRUCTION OF THIS
 SURVEY.
 BEARINGS ARE RELATIVE TO TEXAS
 COORDINATE SYSTEM OF 1983
 CENTRAL ZONE, CORSSB6 (2002.0)

REV.	DESCRIPTION	BY	DATE
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JOB NAME: CENTURION PIPELINE
 LOCATION: MIDLAND, TEXAS
 DRAWN BY: RAC
 CHECKED BY:
 SCALE: 1"=100'
 DATE: 10/21/11
 SHEET 1 OF 1
 DESCRIPTION: CYNTHIA ROAD PIPELINE CROSSING
 Δ

Centurion Pipeline L.P.

"Exhibit B"



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

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

SUBJECT: Consider a resolution authorizing the execution of a Professional Service Agreement with Parkhill Smith & Cooper for surveying, design, and construction administration services in connection with development of the Market Street Paving and Water Utility Extension project (\$55,800). The project site is generally located approximately 4,000 feet east of the Loop 250 West and I-20 Interchange. (District #2 - Hailey)

Purpose:

Authorize execution of a Professional Service Agreement with Parkhill, Smith & Cooper to provide surveying, design, and construction administration services in connection with the development of the Market Street paving and utility extension project.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Total fee for Professional Services is anticipated to not exceed \$55,800

\$34,400	Civil Engineering Design
\$11,500	Surveying Consultant
\$8,900	Engineering Construction Phase Services and Closeout Documents
	• Hourly on an as requested basis
\$1,000	Other Reimbursables

That the sum of \$55,800 is hereby appropriated from the following sources in the following amounts to the Market Street Paving and Water Utility Extension Project (8992):

General Fund (001) Unappropriated Fund Balance (5650)	\$50,800
Water and Sewer Fund (300) Unappropriated Fund Balance (5650)	\$ 5,000

Discussion:

The Market Street Paving and Utility Extension project is located approximately 4,000 feet east of the Loop 250 West and I-20 Interchange. The project consists of extending Market Street approximately ¼ mile to the I-20 right-of-way along with construction of an 8" water main parallel to the new paving.

This project is being constructed at the request of Midland Development Corporation (MDC). The MDC has requested that the City of Midland manage the engineering and construction phases of this project. Further, the MDC has agreed to reimburse the City for all engineering costs associated with this project.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
PARKHILL, SMITH & COOPER, INC. FOR
ENGINEERING SERVICES IN CONNECTION WITH
THE MARKET STREET PAVING AND WATER
UTILITY EXTENSION PROJECT ; AND
APPROPRIATING FUNDS THEREFOR**

WHEREAS, the City of Midland advertised a Request for Qualifications for professional services for engineering services in connection with the Market Street Paving and Water Utility Extension Project; and

WHEREAS, Parkhill, Smith & Cooper, Inc. has agreed to perform said professional services for an estimated \$55,800.00; and

WHEREAS, the City Council finds that Parkhill, Smith & Cooper, Inc. is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Parkhill, Smith & Cooper, 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 City Council finds that Parkhill, Smith & Cooper, Inc. provides professional services for a fair and reasonable price; and

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

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Parkhill, Smith & Cooper, Inc. for said professional

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

SECTION TWO. That the sum of \$55,800.00 is hereby appropriated from the following sources in the following amounts to the Market Street Paving and Water Utility Extension Project (8992):

General Fund (001) Unappropriated Fund Balance (5650) \$50,800.00

Water and Sewer Fund (300) Unappropriated Fund Balance (5650) \$5,000.00

SECTION THREE. That the City Treasurer is hereby authorized and directed to make payment to Parkhill, Smith & Cooper, Inc., pursuant to the terms of said agreement, in an amount not to exceed \$55,800.00, from funds appropriated herein upon receipt of proper invoice or statement approved by the City Manager.

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

THIS AGREEMENT is made and effective the 21st day of March, 2012, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called “City,” and PARKHILL SMITH & COOPER, INC., hereinafter referred to as “Company.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which Company shall provide engineering services (also referred to as the “services”) in connection with the Market Street Paving and Water Utility Extension Project.

ARTICLE II. SERVICES TO BE PERFORMED

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

ARTICLE III. FINANCIAL CONSIDERATIONS

City agrees to pay Company in an amount not to exceed **\$55,800.00** for the professional services described in Exhibit “A.” City agrees to pay Company in accordance with the Hourly Rate Schedule set forth in Exhibit “B”, which is attached hereto and incorporated herein for all legal purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all fees and costs. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of receipt of the monthly invoice, City shall pay the full amount of such invoice; provided, however, that if City objects to any portion of an invoice, City shall notify Company of City’s objection and the grounds therefor within 30 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. The City in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

**ARTICLE IV.
TERM**

The term of this Agreement shall be from March 21, 2012, until the project is completed, unless the Agreement is terminated earlier as provided in Article V below.

**ARTICLE V.
TERMINATION**

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

**ARTICLE VI.
CONTRACT PERSONAL**

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

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

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

ARTICLE VIII. INDEPENDENT CONTRACTOR

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

ARTICLE IX. INSURANCE

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

Comprehensive General Liability (including Contractual liability):

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

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

Worker's Compensation: Statutory limits

Employers' Liability:

\$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

**ARTICLE X.
ATTORNEY FEES**

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

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

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

**ARTICLE XI.
SOVEREIGN IMMUNITY**

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

**ARTICLE XII.
NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE XIII.
RELEASE**

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

**ARTICLE XIV.
GENERAL PROVISIONS**

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

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

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

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

If to Company: Parkhill Smith & Cooper, Inc.
1700 W. Wall Street, Ste. 100
Midland, Texas 79701

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

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

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

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

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

ARTICLE XV.
NOTICE OF ALLEGED BREACH:
STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Company or his legal representative, shall give the City Manager, or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Company will settle, the

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

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

ARTICLE XVI. ASSIGNMENT

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney Sharp, City Manager

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Company :
PARKHILL SMITH & COOPER, INC.

By: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

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

EXHIBIT A ARCHITECT/ENGINEER'S SERVICES

EXHIBIT A - PART 1 -- BASIC SERVICES

Work Authorization No. 1 – Market Street Extension

Work Authorization No. 1 involves the 0.25 mile extension of Market Street in southwest Midland. The road and water line will be extended from their terminus, south of Basin Street to the North Frontage Road of Interstate 20. Proposed line extensions and facilities are as follows:

- Approximately 1,300 linear feet of a 41' wide street section.
- Approximately 1,300 linear feet of a 8" diameter water line.

For completion of Work Authorization No. 1, the following subtasks have been identified.

Task	
100	Civil Engineering Design
200	Surveying Consultants
300	Civil Engineering Construction Phase Services and Closeout Documents
400	Other Reimbursables

100.00 CIVIL ENGINEERING DESIGN

- 100.01 Coordinate with MDC and City of Midland for project kickoff
- 100.02 Coordinate with the City of Midland for existing facilities
- 100.03 Drainage analysis
- 100.04 Preparation of construction documents to include:
 - A. Existing conditions/Demolition
 - B. Roadway plan and profile
 - C. Marking and signage
 - D. Traffic control
 - E. Erosion control
 - F. Paving details
 - G. Water plan and profile
 - H. Utility details
 - I. Specifications
- 100.05 Interim design review and revisions (x1)
- 100.06 Bid phase services including issuing plans, answering questions, and pre-bid meeting
- 100.07 Monthly project schedule and budget review/update

200.00 SURVEYING CONSULTANTS

- 200.01 Coordinate with the surveyor
- 200.02 Topographical survey of design area
- 200.03 Verification of existing boundaries

Excludes:

- Acquisition of additional right-of-way.
- Construction staking

300.00 CIVIL ENGINEERING CONSTRUCTION PHASE SERVICES AND CLOSEOUT DOCUMENTS

- 300.01 Coordination with the City of Midland for construction issues
- 300.02 Periodic site visits
- 300.03 Attendance of progress meetings
- 300.04 Review of submittals
- 300.05 Responding to contractor questions during construction
- 300.06 Assisting the City of Midland with project closeout documents
- 300.07 Preparation of record drawings from City inspector and contractor supplied markups.

400.00 OTHER REIMBURSABLES

- 400.01 Reproduction costs, postage/shipping fees, other needed consultants, mileage for travel, telephone expenses, job specific fees, insurance, permits, or licenses applicable to the work services.
- 400.02 Other charges not specifically outlined in the scope of work

EXHIBIT B – APPENDIX 1
Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2012

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII	\$178.00	PROFESSIONAL LEVEL I	\$79.00
Engineer VII		Intern (Architect) I	
Architect VII		Intern (Interiors) I	
Landscape Architect VII		Intern (Landscape Architect) I	
Interior Designer VII		Technologist I	
		Resident Project Representative I	
		Clerical Supervisor I	
PROFESSIONAL LEVEL VI	\$151.00	SUPPORT STAFF III	\$76.00
Engineer VI		Engineering Technician III, IV	
Architect VI		CADD III, IV	
Landscape Architect VI		Administrative Secretary III	
Interior Designer VI		Architect Technician III, IV	
		Project Assistant I/II	
PROFESSIONAL LEVEL V	\$134.00	SUPPORT STAFF II	\$70.00
Engineer V		Architect Technician I, II	
Architect V		Engineering Technician I, II	
Landscape Architect V		CADD I, II	
Interior Designer V		Accounting Clerk I, II	
		Administrative Secretary I, II	
PROFESSIONAL LEVEL IV	\$116.00	Project Assistant EL	
Engineer III, IV		Word Processor I, II	
Architect IV, Intern (Architect) IV		Receptionist I, II	
Landscape Architect IV		File Clerk I	
Interior Designer IV			
Technologist IV			
Resident Project Representative IV			
PROFESSIONAL LEVEL III	\$98.00	SUPPORT STAFF I	\$40.00
Engineer I/II		Architectural Student EL	
Architect III, Intern (Architect) III		Engineering Student EL	
Landscape Architect III		Landscape Architecture Student EL	
Intern (Landscape Architect) III		Interiors Student EL	
Interior Designer III		CADD EL	
Technologist III		Accounting Clerk EL	
Resident Project Representative III		Word Processor EL	
		Receptionist EL	
PROFESSIONAL LEVEL II	\$87.00	File Clerk EL	
Intern (Architect) II			
Interior Designer II, Intern (Interiors) II			
Landscape Architect II			
Technologist II			
Resident Project Representative II			
Clerical Supervisor II			

Expenses

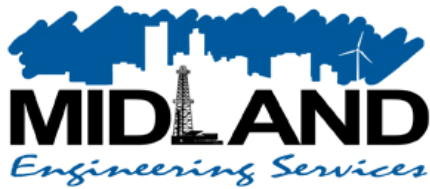
Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2012 through December 31, 2012. After December 31, 2012, invoices will reflect the Schedule of Charges currently in effect.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

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

SUBJECT: Consider a motion on a request by Landgraf, Crutcher & Associates (LCA) for Mayfield Place (Midland Bible Church), to approve items requested for deferral in the amount of \$77,347, and to waive the associated public improvement guarantee. This subdivision is positioned in the City Limits, generally located on the east side of Whitman Dr. approximately 1,600 feet north of Mockingbird Ln. (District #1 - Sparks)

Purpose:

To recommend approval for deferral of the following items:

Street/Paving Improvements	\$37,369.00
Water Main Improvements	\$12,229.00
Wastewater Main Improvements	\$19,749.00
Sidewalk Improvements	<u>\$ 8,000.00</u>

Total \$77,347.00

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

Total value of deferral (recommended items) **\$77,347.00**

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 Midland Bible Church is located on the east side of Whitman Dr. approximately 1,600 feet north of Mockingbird Ln.

LCA is proposing to plat the property and defer the construction of water and wastewater mains along with paving and sidewalk improvements in the Whitman Dr. right-of-way along the west side of the Midland Bible Church property. 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. Water Distribution:
2. Wastewater Collection:
3. Paving Improvements:
4. Sidewalks:
 - The applicant has an agreement with Israel Bernal of Bernal Homes where Mr. Bernal has taken responsibility for construction of the required public improvements. According to the agreement, Mr. Bernal will construct the required improvements and handle all reimbursements without any action on the part of the City when the adjacent property is developed.

Staff supports this deferral request.

Public Improvements

1. Drainage: A storm water conveyance channel/swale across the Midland Bible Church property has been provided as part of the site improvement drawings.

Attached is a location map, along with a deferral justification including a cost estimate from Joseph Tucker, P.E. with LCA. In addition, an agreement from Israel Bernal accepting financial responsibility for the deferred public improvements is attached.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

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

SUBJECT: Consider a resolution authorizing staff to advertise for bids the CDBG Sidewalk Improvement Project. The project is located in the vicinity of the Midland Freshman School along Hicks Ave. and Gist Ave. (District #2 – Hailey)

Purpose:

Authorize staff to advertise for bids for the CDBG Sidewalk Improvement Project 2011.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Funds are available in the CDBG Sidewalk Improvement 2011 Project (7075) though no funds will be expended until a contract is approved for award by Council.

Discussion:

The CDBG Sidewalk Improvement 2011 project consists of constructing new sidewalks along Hicks Ave. between Terrell St. and Baird St. and along Gist Ave. between Harrison St. and Terrell St. The improvements are intended to provide a safe pedestrian route including sidewalks and ADA accessible ramps at the intersections.

Attached is a location map.

RESOLUTION NO.

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT SIDEWALK IMPROVEMENT PROJECT; SAID PROJECT IMPROVEMENTS WILL CONSIST OF CONSTRUCTING NEW SIDEWALKS AND ADA ACCESSIBLE RAMPS IN ORDER TO PROVIDE A SAFE PEDESTRIAN ROUTE AT INTERSECTIONS

WHEREAS, plans and specifications have been prepared by the City of Midland for the Community Development Block Grant (CDBG) Sidewalk Improvement Project; and

WHEREAS, the City Council finds it to be in the public interest to approve such plans and specifications for said project and to authorize 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 as prepared by the City of Midland for the CDBG Sidewalk Improvement Project are hereby approved, those plans and specifications to 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 to advertise for competitive bids for said project 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



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Robert Isbell / Fire Chief

SUBJECT: MDA "Fill the Boot" 2012

Purpose:

Approval of the 2012 "Fill the Boot" campaign benefiting the Muscular Dystrophy Association (MDA).

Recommended City Council Action:

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No impact.

Discussion:

The Midland Professional Firefighters Association historically participates in the campaign of collecting donations in fire boots on behalf of the MDA. This drive is conducted across the nation by firefighters, who have become one of the largest sponsors for the MDA. Last year Midland Firefighters raised \$126,000 dollars, ranking them among the highest fundraisers in the nation. This year's drive is scheduled for April 11, 12 and 13 at four strategic locations in the City with 15 firefighters per location.

The intersections are;
Midriff & Wadley
Midland Dr & Loop 250
Midland Dr & Andrews Hwy
Garfield & Golf Course Rd
Alternate dates will be; May 2, 3, and 4.

Each year the National MDA buys insurance coverage for the event. The policy renews on April 1st each year and a copy of the policy will be forwarded to the city upon receipt. This has been a past practice on the national level for many years and our event has always been covered by this policy.

RESOLUTION NO.

RESOLUTION APPROVING THE CITY OF MIDLAND FIRE DEPARTMENT'S APPLICATION TO SOLICIT CHARITABLE CONTRIBUTIONS IN ROADWAYS ON BEHALF OF THE MUSCULAR DYSTROPHY ASSOCIATION BY PARTICIPATING IN THE "FILL-THE-BOOT" FUNDRAISER; THIS IS AUTHORIZED BY SECTION 552.0071 OF THE TEXAS TRANSPORTATION CODE; THE DATES AND TIMES OF THE SOLICITATION ARE APRIL 11TH, 12TH, AND 13TH, 2012 FROM 8:00A.M. TO 6:00 P.M., ALTERNATE DATES DUE TO INCLEMENT WEATHER ARE MAY 2ND, 3RD AND 4TH FROM 8:00A.M. TO 6:00 P.M.; THE INTERSECTION LOCATIONS AT WHICH THE SOLICITATIONS SHALL OCCUR ARE MIDKIFF ROAD AND WADLEY AVENUE, MIDLAND DRIVE AND LOOP 250, MIDLAND DRIVE AND ANDREWS HIGHWAY, AND GARFIELD STREET AND GOLF COURSE ROAD; THERE WILL BE FIFTEEN (15) SOLICITORS INVOLVED IN SOLICITATIONS AT EACH LOCATION; AND THE MUSCULAR DYSTROPHY ASSOCIATION, INCORPORATED IS REQUIRED TO PROVIDE GENERAL LIABILITY INSURANCE PRIOR TO THE EVENT AND THE FIRE CHIEF SHALL ENSURE THAT THE INSURANCE IS RECEIVED AND APPROVED PRIOR TO THE "FILL THE BOOT" FUNDRAISER

WHEREAS, the Midland Fire Department has submitted an application to the City Council to solicit charitable contributions in roadways on behalf of the Muscular Dystrophy Association; and

WHEREAS, the City Council finds it to be in the public interest to approve said application and to authorize the Midland Fire Department to solicit charitable contributions in roadways on behalf of the Muscular Dystrophy Association;

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

SECTION ONE. That the Midland Fire Department's application to solicit charitable contributions in roadways on behalf of the Muscular Dystrophy Association is hereby approved, a copy of said application is attached hereto as Exhibit "A", and incorporated herein for all purposes. The Fire Chief is responsible for ensuring that a

Certificate of Insurance is received on or before April 1, 2012 for the event. Said Certificate of Insurance shall be provided to the City Attorney's office for approval on or before April 1, 2012, along with a copy to the City Secretary's office which will be on file referenced by the number and date of this resolution. The insurance shall name the City of Midland, Texas as an additional insured.

SECTION TWO. That the Midland City Council hereby allows the City of Midland Fire Department to solicit charitable contributions in roadways on behalf of the Muscular Dystrophy Association. The City of Midland Fire Department will strictly adhere to the application. All individuals are authorized to participate if authorized by Section 552.0071 of the Texas Transportation Code.

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 Isbell, Fire Chief

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

**CITY OF MIDLAND
SPECIAL EVENT AND STREET CLOSURE APPLICATION**

Before any Special Event (where public right-of-way or public grounds will be used) or Street Closure Request can be considered for approval, the applicant must:

1. Verify with Planning Division (685-7400) if Temporary Land Use Permit is required. (y)___ (n)___ Planning Div. Signature: _____ Date: _____
2. Secure clearances and have authorized signatures in all designated areas of this application **prior** to advertising any event.
3. Complete an event map indicating the location or route of the event and other event logistics, as listed below.
4. Submit the completed application and event map to the Traffic Coordinator's Office **at least 30 DAYS prior to the event**. Please mail the completed form to the Traffic Coordinator, P.O. Box 1152, Midland, Texas 79702 or return to the Room 510, City Hall, 300 N. Lorraine Street.

Contact the Traffic Coordinator at 685-7280 with any questions.

EVENT NAME: Fill the Boot Est. # of Participants: 60 per day
SPONSORING ORGANIZATION: Midland Fire Dept. / MDA
CONTACT Person: Chief Isler Address: 500 W. Wall
Phone No.: (h) 685-1332 (m) Angel Billingsley - 349-8147
EVENT Date(s): April 11, 12, 13 Hours: 8:00 am - 6:00 pm
LOCATION: Midland + Wadley Golf Course + Golf Course, Midland + Loop 250, Midland + Andrews Hwy
(Attach map of event area showing parking-dumpsters-tents-booths-stages-fences-barricades, etc.)
Will the Event be held on Midland County grounds? (y) ___ (n) ___
If Yes, please be aware that the use of Midland County property requires written permission from the County Commissioner's Court, the use of Sheriff deputies for security on County property, and may require additional clean-up and damage deposit fees.

DESCRIPTION OF ANY TENT, TEMPORARY STRUCTURES OR FENCING:

NO. OF RESTROOMS OR PORTABLE TOILETS PROVIDED: None

CLEAN-UP DEPOSIT: A \$500 clean-up deposit is required; the total amount or a portion may be refunded following City inspection of the site. Also see above note regarding use of Midland County property. Rec'd? ___ (y) ___ (n) or ___ N/A (if Temp. Land Use Permit is Req'd)

DAMAGE DEPOSIT: \$500 deposit against damage to public property is required; total amount or portion may be refunded following City inspection of the site. See above re: use of Midland County property. Rec'd? ___ (y) ___ (n) or ___ N/A (if Temp. Land Use Permit is Req'd)

SECURITY PLAN (No. of City and/or County Officers): _____

PARKING PLAN: _____

(Attach written approval from the landowners, as needed)

THE FOLLOWING SECTIONS MUST BE SIGNED BY AUTHORIZED STAFF

- I. **CITY ATTORNEY'S OFFICE** - Call 685-7254, ask for Keith Stretcher.

The City of Midland requires that special event and street closure applications include a **Certificate of Insurance** from an insurance carrier licensed to conduct business in the State of Texas. The Certificate of Insurance must state General Liability Coverage for a minimum amount of \$1,000,000.00 and must name the event sponsor as the insured. **The Certificate of Insurance must name the City of Midland as an Additional Insured.**

ADDITIONAL REQUIREMENTS: _____

COMMENTS: _____

DATE: _____

Authorized Signature

Title

II. **DEPT. OF DEVELOPMENT SERVICES** - Call 685-7280, ask for Gary Saunders

REQUESTED STREET CLOSING: _____

REQUIRED BARRICADES, CONES, OR OTHER CONTROLS: _____

COMMENTS or RECOMMENDATIONS: _____

DATE: _____

Authorized Signature

Title

III. **POLICE DEPARTMENT** - Call 685-7117, ask for Lt. Brian Bogart

ARE OFF-DUTY POLICE OFFICERS NEEDED? (y) ___ (n) ☒

If Yes, How Many? _____ Location? _____

COMMENTS or RECOMMENDATIONS: _____

DATE: _____

Authorized Signature

Title

IF A CITY PARK WILL BE USED DURING THE EVENT, PLEASE COMPLETE THIS SECTION:

IV. **PARKS AND RECREATION** - Call 685-7370 or 413-2076, ask for Scott Swigert

PARK PROPERTY LOCATION: N/A

FENCING IS AVAILABLE FOR RENT TO USE IN PUBLIC PARKS. REQUESTED? (y) ___ (n) ___

COMMENTS or RECOMMENDATIONS: _____

DATE: _____

Authorized Signature

Title

V. **HEALTH DEPARTMENT** - Call 681-7645, ask for Sal Garcia

WILL FOOD BE SERVED? (y) ___ (n) ☒ WILL PUBLIC RESTROOMS BE AVAILABLE? (y) ☒

(n) ___ AMOUNT? ___ WILL PORT-A-POTTIES BE PROVIDED? (y) ___ (n) ☒ AMOUNT? ___

COMMENTS or RECOMMENDATIONS: _____

DATE: _____

Authorized Signature

Title

VI. **FIRE DEPARTMENT** - Call 685-7334, ask for Jeff Meiner

IS AN OPEN FLAME, A TENT OR OTHER FLAMMABLE ITEMS PLANNED: (y) ___ (n) ___

COMMENTS or RECOMMENDATIONS: _____

DATE: 2-8-12

[Signature]
Authorized Signature

Fire Chief
Title

VII. **SOLID WASTE SERVICES** - Call 685-7275, ask for Morris Williams

HAS CITY PICK-UP OF REFUSE BEEN SCHEDULED: (y) ___ (n) ☒

COMMENTS or RECOMMENDATIONS: N/A

DATE: _____

Authorized Signature

Title

**SUMMARY OF THE
SPECIAL EVENTS AND STREET CLOSURE APPLICATION
REQUIREMENTS**

- () Have you attached a map of the event, particularly relating to closing of streets for a race or assembly of a crowd in the street?
- () Have you verified with the Planning Division whether or not a Temporary Land Use Permit is required?
- () Have you contacted the City of Midland Traffic, Police, and Legal representatives to determine proper barricade, security, and insurance requirements? **Such representatives of the City must sign this application.**
- () Have you contacted a private barricade company to determine when and where the barricades will be set, along with necessary traffic marking?
- () If alcoholic beverages are to be sold, have you gotten a temporary permit as required from the Texas Alcoholic Beverages Commission (TABC)? *The local Odessa office number is 367-0760.*
- () Have you received and included Midland County approval as needed if any portion of your event will take place on County property? *Office of the County Judge: 688-4310*
- () Have you mailed or returned this application - **completed and including a map** - to the Traffic Coordinator, PO Box 1152, Midland, Texas 79702 **at least 30 days prior to the event?**

RIGHT OF WAY USE PERMIT - SPECIAL EVENT

Permittee: Midland Fire Dept / MDA
Sponsoring Organization
By: Robert Isbell or Angela Billingsley
Title
TYPE OF SPECIAL EVENT: Fill the Boat

Does the Special Event include the consumption of alcoholic beverages: yes no

The City of Midland hereby extends this permit to the above named permittee to hold the special event described above on City of Midland Right of Way at the location as shown on the site plan, attached hereto as Exhibit "A" and on the following dates and times:

April 11, 12, 13 / Mickie + Wadley Garfield Golf Course,
Midland + Andrews Hwy, Midland Dr. + Loop 250

Permittee acknowledges that the City of Midland may unilaterally revoke this permit at any time.

In consideration herefor, the permittee agrees to the following conditions:

1) It 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 attorney's fees, brought for or on account of any negligent act of Permittee, its agents or employees, in the execution, supervision and operations growing out of or in any way connected with the special event described above, and Permittee 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.

Permittee 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, 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 PERMITTEE OR PERMITTEES EMPLOYEES, OR AGENTS NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE SPECIAL EVENT DESCRIBED ABOVE AND PERMITTEE 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.**

2) To carry a general liability insurance policy that provides public liability coverage in the minimum amount of \$1,000,000.00 for bodily injury to or death of one or more persons and \$250,000.00 for property damage, which policy shall be in effect on the day of operation of the special event. A Certificate of Insurance from an insurance carrier licensed to conduct business in the State of Texas setting forth the amounts and types of insurance shall be submitted to the City prior to the issuance of this permit. The Certificate of Insurance shall name the event sponsor as the insured and shall further name the City of Midland, Texas, as

an additional insured.

3) To abide by all federal, state and local laws during the time of operation of the special event.

4) To properly barricade the right of way described in Exhibit "A" in accordance with the requirements set forth in the Texas Manual on Uniform Traffic Control Devices and any instructions issued by the City's Traffic Engineer.

5) To provide _____ number of certified peace officers at the special event during all hours the special event is being held.

6) In the event that alcoholic beverages will be consumed in the right of way set forth in Exhibit "A" during said special event, the permittee shall carry legal liquor liability insurance from an insurance carrier licensed to do business in the State of Texas in the amount of \$500,000.00 which shall be in effect on the day of operation of the special event. A Certificate of Insurance setting forth the amount and type of such insurance shall be submitted to the City prior to the issuance of this permit. The Certificate of Insurance shall name the event sponsor as the insured and shall further name the City of Midland, Texas, as an additional insured.

7) **NOTWITHSTANDING ANY OTHER PROVISION, PERMITTEE 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 PERMITTEE 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.**

8) The permittee and the City of Midland acknowledge that this permit is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

9) Other provisions:

This permit does not relieve the permittee from the obligation of observing all applicable ordinances of the City of Midland, Texas.

SIGNED AND ISSUED this _____ day of _____, 20____.

CITY OF MIDLAND, TEXAS

By: _____

City Manager or Designee

PERMITTEE: _____

Angie Bellingsley

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

NOTARY AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, personally appeared _____, known to me, and on oath stated that he executed the foregoing document for the purposes and considerations therein expressed and an act and deed of the City of Midland, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20 ____.

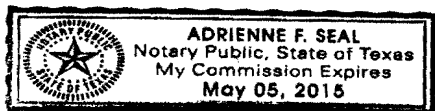
Notary Public, State of Texas

NOTARY AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, personally appeared Angela Billingsley, Permittee, known to me, and on oath stated that he executed the foregoing document for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of February, 20 12.



Adrienne F. Seal
Notary Public, State of Texas

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER California Resident License #0757776 HUB International Insurance Services Inc. 1750 East Glendale Avenue Phoenix, AZ 85020-5505 Phone: 602-395-9111 Fax: 602-395-0222	CONTACT NAME : Dana G. Moeller PHONE (A/C, No, Ext): 602 - 749-4111 FAX (A/C, No): 866-671-6898 E-MAIL ADDRESS: Dana.moeller@hubinternational.com PRODUCER CUSTOMER ID #																					
INSURED Muscular Dystrophy Association, Inc. 3300 East Sunrise Drive Tucson, AZ 85718	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Philadelphia Indemnity Insurance Company	18058	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS	
A	GENERAL LIABILITY			PHPK695065	04/01/2011	04/01/2012	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COMP/OPS AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	☐ POLICY ☐ PROJECT ☒ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY Injury (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS							\$
	☐ NON-OWNED AUTOS							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STAT-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured - State or Political Subdivisions - Permits Endorsement CG 2012 (07/98) The Certificate Holder is added as additional insured as respects to their interest in the Midland Fill-the-Boot to take place on various street corners in Midland, Texas on April 11, 12, 13, 2012.

CERTIFICATE HOLDER

CANCELLATION

City of Midland
 300 N. Loraine, Midland, TX 79701
 432-685-7332

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A. Muehlebach

City of Midland
CITY ATTORNEY'S OFFICE
Office Memorandum

DATE: March 12, 2012

TO: The Honorable Mayor and City Council Members

FROM: Keith Stretcher, City Attorney

SUBJECT: Fill-the-Boot; Senate Bill 245 Passed in the 2005 Regular Legislative Session
of the Texas Legislature

Now that the application for the fill-the-boot activity has been filed I thought I would review the City's participation in drafting legislation that authorized this activity. Prior to 2005, many cities in Texas were not allowing firefighters to participate in the fill-the-boot campaign. The liability issues facing cities from possible injuries to firefighters and the traveling public prevented cities from allowing the solicitation of funds in city streets. There was no statute that expressly authorized this activity.

During the 2005 Texas Legislative Session a bill was introduced to allow individuals to solicit funds in a street. The legislation that was introduced is shown on Exhibit "A". The proposed legislation is underlined and only consisted of one sentence. The legislation was designated as Senate Bill No. 245.

After Senate Bill No. 245 was introduced, the Texas Municipal League, the Texas Trial Lawyers Association, the Texas Fire Chief's Association, the Texas Association of Fire Fighters and the Texas Muscular Dystrophy Association agreed to try and come up with comprehensive legislation that would allow the fill-the-boot activity. The Texas Municipal League asked the City of Midland to take the lead on this bill on behalf of Texas cities. After numerous discussions and meetings a compromise bill was adopted by the Texas Legislature. The bill was codified as Section 552.0071 of the Texas Transportation Code. The final legislation is attached to this memorandum, is underlined, and marked as Exhibit "B". The law is outlined as follows:

1. Only a charitable organization may apply for a permit;
2. The permit can only be granted by the City Council. Several fire personnel and many cities wanted only the Council to have the authority to grant the permit and not the City staff;

3. The permit may allow individuals to stand in the street to solicit funds;

4. The entity seeking authorization must file a written application with the City Council at least eleven (11) days prior to the date the solicitation is to begin. The application must include:

A. The date or dates and times when the solicitation is to occur;

B. Each location at which solicitation is to occur; and

C. The number of solicitors to be involved in solicitation at each location.

This provision was the result of much discussion and compromise. The larger cities wanted a much longer period of time to consider the application. All parties compromised on eleven (11) days and the absolute necessity that a written application was required.

5. A City may charge a fee for allowing solicitation in the streets. The City of Midland has never charged a fee.

6. The solicitors are considered agents of the municipality that approves the permit. The Texas Trial Lawyer's Association wanted this language in the legislation. The Texas Association of Fire Fighters required this language so the firefighters would be covered by worker's compensation. Several groups wanted only City employees to be able to solicit contributions so then only firefighters could participate. Municipalities and the City of Midland wanted the term "agent" used so more people could solicit contributions. This proved to be important as Mayor Perry was able to participate last year.

7. The Muscular Dystrophy Association must provide a liability policy in the amount of \$1,000,000 and name the City granting the permit as an additional insured. The Cities required this condition and the trial lawyers wanted an insurance policy they could file against in case of an injury. The Muscular Dystrophy Association had no problem with this requirement because they already had the insurance.

8. The Cities retained any existing immunity from liability. The statute also states that the granting of the permit and the solicitations are governmental functions. The municipalities required this language to limit any potential liability from third parties who may be injured. This was the most contentious section as the trial lawyers and the Texas Association of Fire Fighters were very concerned about the immunity issue. After many re-writes and much discussion, the immunity language and governmental function language remained in the statute.

9. In a final act of consensus, the bill was named the Sean McKinnis Charitable

Solicitation Act. Sean McKinnis was the son of an Odessa firefighter who had muscular dystrophy. Sean McKinnis passed away on April 19, 2005.

This legislation, like all legislation, was the result of compromise and keeping in mind that the main goal was to raise money for the Texas Muscular Dystrophy Association. The City of Midland has been very active in the Texas Legislature and this is but one example where the City assisted in making good public policy for the state. The City of Midland was the only City to testify for the legislation. (See Exhibit "C" Witness List before the Intergovernmental Relations Committee).

If you have any questions or if I may be of any assistance do not hesitate to contact me.

KS/lo

79R3311 DWS-F

By: Gallegos

S.B. No. 245

A BILL TO BE ENTITLED

AN ACT

relating to local government authorization of charitable solicitation by a pedestrian.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 552.007(a), Transportation Code, is amended to read as follows:

(a) A person may not stand in a roadway to solicit a ride, contribution, employment, or business from an occupant of a vehicle, except that a person may stand in a roadway to solicit a charitable contribution if authorized to do so by the local authority having jurisdiction over the roadway. The local authority shall grant this authorization if the organization for which the solicitation is to be made provides to the local authority advance proof of liability insurance in the amount of at least \$1 million to cover damages that may arise from the solicitation.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2005.

Exhibit "A"

S.B. No. 245

AN ACT

relating to local government authorization of charitable solicitation by a pedestrian.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. NAME OF ACT. This Act may be cited as the Sean McKinnis Charitable Solicitation Act.

SECTION 2. AMENDMENT. Chapter 552, Transportation Code, is amended by adding Section 552.0071 to read as follows:

Sec. 552.0071. LOCAL AUTHORIZATION FOR SOLICITATION BY PEDESTRIAN. (a) A local authority shall grant authorization for a person to stand in a roadway to solicit a charitable contribution as provided by Section 552.007(a) if the persons to be engaged in the solicitation are employees or agents of the local authority and the other requirements of this section are met.

(b) A person seeking authorization under this section shall file a written application with the local authority not later than the 11th day before the date the solicitation is to begin. The application must include:

(1) the date or dates and times when the solicitation is to occur;

(2) each location at which solicitation is to occur;
and

(3) the number of solicitors to be involved in solicitation at each location.

(c) This section does not prohibit a local authority from requiring a permit or the payment of reasonable fees to the local authority.

(d) The applicant shall also furnish to the local authority advance proof of liability insurance in the amount of at least \$1 million to cover damages that may arise from the solicitation. The insurance must provide coverage against claims against the applicant and claims against the local authority.

(e) A local authority, by acting under this section or Section 552.007, does not waive or limit any immunity from liability applicable under law to the local authority. The issuance of an authorization under this section and the conducting of the solicitation authorized is a governmental function of the local authority.

(f) Notwithstanding any provision of this section, the existing rights of individuals or organizations under Section 552.007 are not impaired.

SECTION 3. EFFECTIVE DATE. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2005.

Exhibit "B"

WITNESS LIST

SB 245

SENATE COMMITTEE REPORT

Intergovernmental Relations Committee

March 9, 2005 - 9:00A

FOR: Bennett, Scott (Muscular Dystrophy Association),
Round Rock, TX
Higgins, Mike Chief of Staff (Texas State
Association of Fire Fighters), Austin, TX
Stretcher, Keith (City of Midland), Midland, TX
ON: Denham, Norma (Muscular Dystrophy Association), San
Antonio, TX

Registering, but not testifying:

For: Bresnen, Steve (Texas Association of Fire Fighters),
Austin, TX
Kerr, Scott (Plano Fire Fighters Association),
Plano, TX
Turner, Guy (Texas State Association of Fire
Fighters), Abilene, TX
On: Baker, Ed Divisional Field Representative (Muscular
Dystrophy Association), Dallas, TX

Exhibit "C"



City Council Agenda

Approved for Agenda:
Csharp
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Price Robinson, Chief of Police

SUBJECT: Appropriation of unclaimed or abandoned funds

Purpose:

To appropriate \$11,054 in unclaimed or abandoned funds to the Police Equipment and Technology Project

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

Discussion:

The Property/Evidence section accumulates cash through a number of ways. Funds are sometimes seized but may not be subject to the forfeiture statutes, are no longer needed for prosecutorial reasons, or have gone unclaimed for a period of 30 days or longer. The department has followed the procedure for the Disposition of Abandoned or Unclaimed Property as outlined Article 18.17 (a) and (b) of the Texas Code of Criminal Procedure. Each case associated with any funds is researched to see if it meets the criteria listed above. Certified letters are sent to the last known address of the owner or person in last possession of the funds. A notice is also published in the newspaper for amounts over \$500. The letter states that if the owner does not claim the money within 90 days from the date of the notice that it will be disposed of by placing it in the treasury of the City of Midland. Of the original amount, over \$57,400 was returned to persons who have answered letters and ads, or to the District Clerk's Office. The District Attorney was consulted and verified that the proper procedures for disposition of these funds has been followed.

RESOLUTION NO.

**RESOLUTION APPROPRIATING UNCLAIMED OR
ABANDONED FUNDS IN THE AMOUNT OF \$11,054.00
TO THE MIDLAND POLICE DEPARTMENT; THE
PROCEEDS WILL BE USED TO PURCHASE
EQUIPMENT AND TECHNOLOGY ESSENTIAL TO
THE LAW ENFORCEMENT FUNCTION FOR THE
MIDLAND POLICE DEPARTMENT**

WHEREAS, the City of Midland Police Department Property/Evidence section accumulates funds from abandoned or unclaimed property from items seized, items which are no longer needed for prosecutorial reasons, or items that have gone unclaimed for a period of 30 days or longer; and

WHEREAS, the City has followed the procedure for the Disposition of Abandoned or Unclaimed Property as outlined by Article 18.17 (a) and (b) of the Texas Code of Criminal Procedure; and

WHEREAS, the City Council finds it to be in the public interest to appropriate said funds to provide funding for the purchase of needed equipment and technology for the Midland Police Department;

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

THAT the sum of \$11,054 is hereby appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Police Equipment and Technology Project (8922).

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 CONTENT
AND COMPLETENESS:

Price Robinson, Police Chief

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Price Robinson, Chief of Police

SUBJECT: Additional HIDTA Funds

Purpose:

Accept additional grant funding in the amount of \$3,068 from the High Intensity Drug Trafficking Areas (HIDTA) Program and appropriating funds.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

No cost to the City of Midland

Discussion:

The Midland Police Department was recently awarded an additional \$3,068 by the Southwest Border HIDTA. This amount will be directed to the FY 2010 HIDTA Project 7037.

RESOLUTION NO.

RESOLUTION ACCEPTING ADDITIONAL GRANT FUNDING FROM THE SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM IN THE AMOUNT OF \$3,068.00; THESE FUNDS WILL BE DIRECTED TO THE FISCAL YEAR 2010 HIGH INTENSITY DRUG TRAFFICKING AREAS PROJECT 7037; AND APPROPRIATING FUNDS

WHEREAS, the City of Midland, Texas, has received additional grant funds from the Southwest Border High Intensity Drug Trafficking Areas (HIDTA) program to enhance and coordinate drug control efforts among federal, state, and local law enforcement agencies; and

WHEREAS, the Southwest Border HIDTA program provides agencies with resources in the way of technology, equipment, and funding in order to better combat drug trafficking; and

WHEREAS, the City of Midland, Texas, has been awarded an additional \$3,068.00 from the Southwest Border HIDTA program which will be directed to the FY 2010 HIDTA Project 7037; and

WHEREAS, the City Council finds it to be in the public interest to accept said grant award;

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

SECTION ONE. That the City of Midland, Texas, acting through its Mayor and City Council, hereby accepts the additional Southwest Border HIDTA grant funds in the amount of \$3,068.00 to be used for the purpose of enhancing and coordinating drug control efforts among federal, state, and local law enforcement agencies to better combat drug trafficking.

SECTION TWO. That the Mayor, Director of Finance and Chief of Police of the City of Midland, Texas, are hereby authorized and directed to evidence the City of Midland's acceptance by executing all necessary documents in order to accept said grant funds.

SECTION THREE. That additional funds for the Fiscal Year 2010 H.I.D.T.A. grant

in the amount of \$3,068 is hereby accepted and directed to be deposited into the General Fund (001) of the City, and; That the sum of \$3,068 is hereby allocated from the General Fund (001) Nondepartmental (150) Interfund Transfer to (0199) General Construction Fund (6299) budget account to the FY' 2010 H.I.D.T.A. Grant Project (7037).

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 CONTENT
AND COMPLETENESS:

Price Robinson, Police Chief

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Morris Williams Jr., Director of Solid Waste

SUBJECT: Approve a task order to the Existing Professional Services Agreement with Parkhill Smith & Cooper and Appropriating Funds

Purpose:

Consider a resolution approving a task order for the existing professional services agreement with Parkhill Smith & Cooper and appropriating funds for the design, engineering, and construction services for Landfill Cell 7.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

That the sum of \$453,400 is hereby appropriated from the Sanitation Fund (430) Unappropriated Fund Balance (5650) to the Landfill Cell 7 Project (8991)

Discussion:

This task order is for the design, engineering and construction services for the next Landfill Cell 7. The construction of the new cell is a scheduled task and is necessary for the expansion of the Landfill. All costs associated with this task order encompass all facets of the design, regulatory reporting, and engineering support throughout the life of the Cell 7 development.

The fiscal impact is more expensive by comparison to the latest landfill cell that was constructed at the City of Midland Landfill. This is primarily due to the additional engineering associated with the excavation of the pipeline that is currently occupying the future Landfill Cell 7 and the merging of the current Landfill Cell 2 with the new cell.

Parkhill Smith & Cooper has been a very responsive throughout their service at the landfill and we therefore request the approval of this task order.

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INCORPORATED, OF MIDLAND, TEXAS, FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES AT THE CITY LANDFILL; IT IS ESTIMATED THAT THE DESIGN AND ENGINEERING WORK SHALL COST \$453,400.00; AND APPROPRIATING FUNDS

WHEREAS, the City Manager advertised a Request for Qualifications for professional design and engineering services (“Professional Services”); and

WHEREAS, Parkhill, Smith & Cooper, Inc., of Midland, Texas, has agreed to perform said Professional Services for an estimated \$453,400.00; and

WHEREAS, the Council finds that Parkhill, Smith & Cooper, Inc., of Midland, Texas, is qualified to perform said Professional Services; and

WHEREAS, the Council finds that the professional fees proposed by Parkhill, Smith & Cooper, Inc., of Midland, Texas, 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 Parkhill, Smith & Cooper, Inc., of Midland, Texas, 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 Parkhill, Smith & Cooper, Inc., of Midland, Texas, 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 is hereby authorized and directed to execute, on behalf of the City of Midland, a professional services agreement task order with Parkhill, Smith & Cooper, Inc., of Midland, Texas, for said Professional Services, said agreement being attached hereto as Exhibit “1” and incorporated herein for all legal purposes.

SECTION TWO. That the sum of \$453,400.00 is hereby appropriated from the Sanitation Fund (430) Unappropriated Fund Balance (5650) to the Landfill Cell 7 Project (8991).

SECTION THREE. That the City Treasurer is hereby authorized and directed to make payments to Parkhill, Smith & Cooper, Inc., of Midland, Texas, for professional services pursuant to the terms of said Agreement from funds appropriated herein upon receipt of proper invoices or statements approved by the City Manager.

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

Council members voting "AYE":

Council members voting "NAY":

W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Morris Williams Jr., Director of Solid Waste

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

PROFESSIONAL SERVICES AGREEMENT
TASK ORDER CELL 7 DESIGN AND ENGINEERING

THIS AGREEMENT is made and effective the 21st day of March, 2012, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called “City,” and PARKHILL, SMITH & COOPER, 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 Design and Engineering Services for Cell 7 at City’s Municipal Landfill as enumerated on the Professional Services Fee & Project Schedule 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 \$453,400.00 for the professional services described in Exhibit “A.” City agrees to pay Company for Labor, Incidental Direct Costs and SubCompany 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 SubCompany Costs described in Exhibit “A” incurred during the previous month. The City Manager or Interim 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 March 21, 2012, until March 20, 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: Parkhill, Smith & Cooper, Inc.
Attn: Robert Holder, PE
4222 85th Street
Lubbock, Texas 79423

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 :
PARKHILL, SMITH & COOPER, INC.

By: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF MIDLAND §

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



March 7, 2012
IN DUPLICATE

Mr. Morris Williams, Jr.
Director of Solid Waste
City of Midland
P. O. Box 1152
Midland, Texas 79707

Re: Midland Landfill
Cell 7 Excavation & Lining
Professional Services Fee & Project Schedule

Dear Mr. Williams:

As you requested, I have prepared a fee scope letter and construction schedule for construction of Cell 7. I understand that our goal will be to complete the design this current fiscal year (FY) and to bid the construction project after October 1, 2012 and completed by September 30, 2013. Alternates have also been included for extending Cell 7 and Cell 2 to their permitted limits. The project will include the same type liner system as on previous waste cells at the landfill. I have also included the costs for incidental items including mobilization, storm water controls and other items for your review and approval, as well as PSC's professional basic service fees including reimbursable costs such as surveying and construction materials testing.

The total engineer design phase costs are shown in the following break out of costs. Note that these costs are a combination of lump sum and reimbursable expenses. These costs will occur in FY 2012.

□ FY 2012 Costs (Design Phase)	\$164,500
□ Professional Services (lump sum)	\$147,000
▪ Preliminary Design	\$92,000
▪ Final Design	\$55,000
□ Professional Reimbursable Services (estimated Not-to-Exceed)	\$17,500
▪ Design Phase Surveying	\$17,500

Amarillo
El Paso
Las Cruces
Lubbock
Midland

4222 85th Street Lubbock, Texas 79423 806.473.2200 Fax 806.473.3500

There will also be professional services for bidding phase services and construction administration as well as 3rd Party CQA services. These costs are shown below. Note that these costs are a combination of lump sum and reimbursable expenses. These costs will occur in FY 2013. Estimated construction costs are shown below. Note that these costs combine the base bid and all additive alternates. These costs will occur in FY 2013. Detailed construction cost estimates are included with this letter.

□ FY 2013 Costs (Bid and Construction Phases).....	\$288,900
□ Professional Services (lump sum).....	\$106,000
▪ Bidding Phase Services.....	\$6,000
▪ Construction Phase Services.....	\$36,000
▪ GC/ER & GMLER report to TCEQ.....	\$64,000
□ Professional Reimbursable Services (estimated Not-to-Exceed).....	\$182,900
▪ On Site CQA Resident Project Representative.....	\$106,400
▪ Construction Testing.....	\$39,000
▪ Construction Phase CQA Surveying.....	\$34,000
▪ Printing and Reproduction.....	\$3,500
□ Construction Costs (FY 2013).....	\$6,899,800
▪ Mobilization.....	\$207,000
▪ Excavation.....	\$3,647,900
▪ Berm Construction.....	\$20,700
▪ Liner System.....	\$1,477,100
▪ Leachate Collection System.....	\$624,100
▪ Miscellaneous Construction.....	\$295,700
▪ Construction Contingency.....	\$627,300
□ Grand Total of all Categories.....	\$7,353,200

Below is the preliminary timeline for construction of Cell 7. This information is made available for planning purposes.

• Topographic Survey.....	6 weeks from City's NTP
• Preliminary Design Phase.....	6 weeks from receipt of survey
• Internal QC and City Review.....	2 weeks
• Final Design Phase.....	6 weeks
• Bidding Phase.....	4 weeks
• Contract Phase.....	4 weeks
• Construction Phase.....	40 weeks

Mr. Morris Williams, Jr.
City of Midland

Page 3

March 7, 2012

26.16

We propose to provide all engineering services in accordance with our current landfill services contract with the City of Midland dated December 8, 2009; therefore, all that is required is a signature on each of the two copies of this letter. Return one signed copy to me. Receipt of the signed copy will serve as our notice to proceed. If you need any additional information, please call me at (806) 473-3526.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By



Robert H. (Holly) Holder, P.E.
Sector Director - Public Works

Accepted,

CITY MIDLAND

By _____

cc: Ms. Jill Reed, P.E., City of Midland

X:\2012\2870\2\CORRESP\LTR\Cell 7 Agr Ltr.docx



PARK HILL SMITH & COOPER

City of Midland
Municipal Solid Waste Landfill
Cell 7 Construction &
Leachate Collection System

Opinion of Probable Cost

3/7/2012

ITEM	UNITS	QUANTITY	UNIT COST	TOTAL COST
Base Bid				
Mobilization	LS	1		
Excavation	CY	1,122,600	207,000.00	207,000.00
Berm	CY	2,300	2.38	2,675,600.00
Subgrade Floor	SF	523,100	2.48	5,700.00
GCL Floor	SF	58,300	0.13	66,300.00
GCL Slopes	SF	523,100	0.16	9,600.00
Geomembrane Smooth	SF	58,300	0.53	279,000.00
Geomembrane Textured	SF	523,100	0.57	33,100.00
Geocomposite Drainage Layer	SF	58,300	0.52	272,100.00
Soil Cover Floor	SF	581,400	0.63	37,000.00
Soil Cover Slopes	SF	523,100	0.51	294,600.00
Geotextile Fabric (8 oz)	SF	58,300	0.22	113,400.00
Gravel Drainage Material	SF	19,300	0.30	17,500.00
Leachate Pipe	CY	900	0.30	5,800.00
Sump Access Structure	LF	1,200	42.67	38,400.00
Sump Pump, Controls, and Wiring	EA	1	23.33	28,000.00
Electrical Power to Sumps	EA	1	19,700.00	19,700.00
Paved Access Road	EA	1	22,400.00	22,400.00
Site Signage	LS	1	16,700.00	16,700.00
	SY	6,600	35.00	231,000.00
	LS	1	5,900.00	5,900.00
Total Base Bid				
				\$ 4,378,800.00
Additive Alternate #1 (East Cell 7)				
Excavation	CY	137,600		
Berm	CY	2,000	2.38	328,000.00
Subgrade Floor	SF	210,400	2.48	5,000.00
GCL Floor	SF	23,800	0.13	26,700.00
GCL Slopes	SF	210,400	0.16	3,900.00
Geomembrane Smooth	SF	23,800	0.53	112,300.00
Geomembrane Textured	SF	210,400	0.57	13,500.00
Geocomposite Drainage Layer	SF	23,800	0.52	109,500.00
Soil Cover Floor	SF	234,200	0.63	15,100.00
Soil Cover Slopes	SF	210,400	0.51	118,700.00
	SF	23,800	0.22	45,600.00
	SF	23,800	0.30	7,200.00
Total Add. Alt. #1				\$ 785,500.00

Additive Alternate #2 (North Cell 7)						
Excavation	CY	207,000	\$	2.38	\$	493,400.00
Berm	CY	2,000	\$	2.48	\$	5,000.00
Subgrade Floor	SF	137,400	\$	0.13	\$	17,500.00
GCL Floor	SF	137,400	\$	0.53	\$	73,300.00
Geomembrane Smooth	SF	137,400	\$	0.52	\$	71,500.00
Geocomposite Drainage Layer	SF	137,400	\$	0.51	\$	69,700.00
Soil Cover Floor	SF	137,400	\$	0.22	\$	29,800.00
Geotextile Fabric (8 oz)	SF	3,300	\$	0.30	\$	1,000.00
Gravel Drainage Material	CY	150	\$	42.67	\$	6,400.00
Leachate Pipe	LF	200	\$	23.33	\$	4,700.00
Total Add. Alt. #2			\$			772,300.00
Additive Alternate #3 (North Cell 2)						
Excavation	CY	63,300	\$	2.38	\$	150,900.00
Berm	CY	2,000	\$	2.48	\$	5,000.00
Subgrade Floor	SF	88,100	\$	0.13	\$	11,200.00
GCL Floor	SF	88,100	\$	0.53	\$	47,000.00
Geomembrane Smooth	SF	88,100	\$	0.52	\$	45,900.00
Geocomposite Drainage Layer	SF	88,100	\$	0.51	\$	44,700.00
Soil Cover Floor	SF	88,100	\$	0.22	\$	19,100.00
Geotextile Fabric (8 oz)	SF	3,300	\$	0.30	\$	1,000.00
Gravel Drainage Material	CY	150	\$	42.67	\$	6,400.00
Leachate Pipe	LF	200	\$	23.33	\$	4,700.00
Total Add. Alt. #3			\$			335,900.00
Construction Subtotal						6,272,500.00
Construction Contingency						627,300.00
Construction Grand Total						6,899,800.00



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Stuart T. Purvis, Director of Utilities

SUBJECT: Approval of Plans and Specifications for the MBR Satellite Reclaimed Water Production Facility Project and Authorizing Advertisement for Bids

Purpose:

Consider a resolution approving Plans and Specifications for the MBR Satellite Reclaimed Water Production Facility Project and Authorizing Advertisement for Bids.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

No fiscal impact until project is awarded.

Discussion:

This project is for the construction of a 200,000 gallon per day water reclamation facility to provide irrigation water to Midland College. This water will meet all TCEQ standards for water to come into human contact. It should provide all the irrigation demands for Midland College and could have additional water available for Windlands Park. Midland College's irrigation demands are approximately equal to the indoor use of 125 homes.

It is anticipated the project will be awarded in May, 2012 with water available to Midland College in June of 2013.

RESOLUTION NO.

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR COMPETITIVE BIDS FOR THE MEMBRANE BIOLOGICAL REACTOR SATELLITE RECLAIMED WATER PRODUCTION FACILITY PROJECT; AND THE PROJECT WILL INCLUDE THE CONSTRUCTION OF A WATER RECLAMATION FACILITY TO PROVIDE IRRIGATION WATER TO MIDLAND COLLEGE

WHEREAS, the Director of Utilities has reviewed the plans and specifications for the Membrane Biological Reactor (“MBR”) Satellite Reclaimed Water Production Facility Project; and

WHEREAS, the City Council finds it to be in the public interest to approve such plans and specifications for said project and to authorize 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 MBR Satellite Reclaimed Water Production Facility Project are hereby approved, said plans and specifications to 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 to advertise for competitive bids for said project 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



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Proposed annexation of Schlumberger and MDC property.

Purpose:

To bring additional land into the city limit upon request by the landowners.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

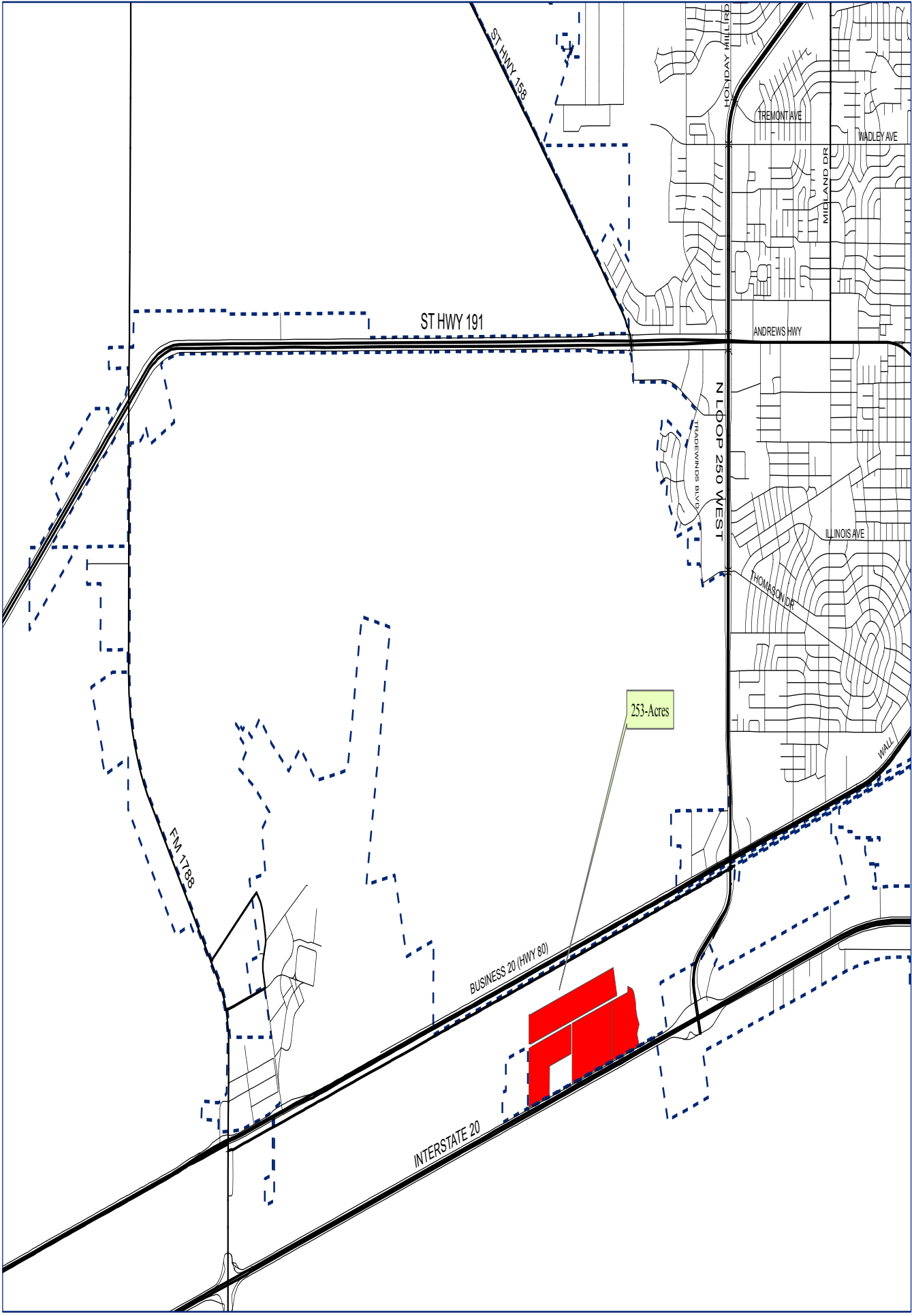
Fiscal Impact:

There is no cost to the city to begin the annexation process.

Discussion:

Schlumberger owns multiple land parcels that are currently outside of the city limit. Their land is approximately 145 acres and is generally located west of Loop 250 and north of Interstate 20. Midland Development Corporation owns approximately 78 acres to the east of the Schlumberger land and the City owns 30 acres adjacent to the MDC land to the east. Staff believes it is important for these parcels to be annexed in the near future; at this time staff is seeking Council direction to commence the process.

Attachment: Map of proposed area for annexation



Proposed Annexations

March 20, 2012

LEGEND

- Streets
- City Limits
- Annexation Tracts



PLANNING DIVISION
Map by MH

©THE CITY OF MIDLAND - 2012
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.
WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, ZONING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

City of Midland
CITY ATTORNEY'S OFFICE
Office Memorandum

DATE: March 13, 2012

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, First Assistant City Attorney

SUBJECT: Economic Development Agreement between the Midland Development Corporation (MDC) and the City of Midland for infrastructure improvements to Market Street

At the February 24 meeting of the MDC, the Board of Directors authorized the execution of an economic development agreement with the City of Midland for the extension of both Market Street and an adjacent water line to Interstate 20. Under the agreement, the MDC will provide the City \$450,000 in exchange for the City's completion of the project.

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

JO/lo

RESOLUTION NO.

RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE CITY OF MIDLAND FOR THE MARKET STREET PAVING PROJECT AND THE MARKET STREET WATER LINE PROJECT, AS AUTHORIZED BY CHAPTER 501 OF THE TEXAS LOCAL GOVERNMENT CODE; AND APPROPRIATING FUNDS THEREFOR

WHEREAS, on February 24, 2012, the Midland Development Corporation authorized the execution of an economic development agreement with the City of Midland for the extension of Market Street and the extension of a water line along Market Street; and

WHEREAS, the City Council must consider and approve all economic development agreements approved by the Midland Development Corporation before the agreements can become effective; and

WHEREAS, the City Council finds it to be in the public interest to approve an economic development agreement between the Midland Development Corporation and the City of Midland for said improvements;

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

SECTION ONE. That the economic development agreement between the Midland Development Corporation and the City of Midland, which is attached hereto, marked as Exhibit "A", and incorporated herein for all purposes, is hereby approved.

SECTION TWO. That upon the City of Midland's receipt of \$450,000.00 from the Midland Development Corporation pursuant to the terms of said agreement, \$325,000.00 shall be deposited into the General Fund (001) of the City of Midland and \$125,000.00 shall be deposited into the Water and Sewer Fund (300) of the City of Midland; and that upon said deposits, the sum of \$325,000.00 shall be appropriated from the General Fund (001) Unappropriated Fund Balance (5650) to the Market Street Paving Project (8989) and the sum of \$125,000.00 shall be appropriated from the Water and Sewer Fund (300) Unappropriated

Fund Balance (5650) to the Market Street Water Line Project (8988).

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

ECONOMIC DEVELOPMENT 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 CITY OF MIDLAND, TEXAS (“City”), a home-rule municipal corporation.

I. Recitals

- A. The MDC and the City desire to set forth the terms and conditions upon which \$450,000 in incentive funds will be provided to the City as consideration for the City extending both Market Street and a water line to the Interstate 20 service road (the “Project”).
- B. The Project is expected to facilitate commercial and industrial development in the City of Midland.
- C. The MDC Board of Directors (the “Board”) and the City Council of the City of Midland, Texas (the “Council”) find that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code, and is therefore eligible for MDC funding.
- D. The Board and the Council find that the Project and expenditures therefor are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.
- E. The Board and the Council find that this Agreement does not constitute a direct incentive to or expenditure on behalf of a business enterprise as described in Section 501.158 of the Texas Local Government Code.

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 are hereby acknowledged, MDC and the City hereby agree as follows:

II. Obligations of the MDC

- A. On or before April 1, 2012, MDC shall provide to the City an interest-free forgivable loan in the amount of \$450,000.00 which shall be disbursed in one lump sum and repaid as provided in Section III of this Agreement (the “Loan”). MDC agrees to

forgive repayment of the Loan if the conditions contained in Section III of this Agreement are met.

III. Obligations of the City

- A. **The Project.** The City agrees to use the Loan for costs associated with the pavement extension of Market Street and the water utility extension along Market Street. The paving extension shall include paving improvements from the current end of pavement at the Basin Street right-of-way to the Interstate 20 service road. The water main extension shall include the work necessary to connect to the existing end of the water main located approximately 160 linear feet north of the Basin Street right-of-way and to extend the water main to the Interstate 20 service road. The Project shall include all necessary excavation, embedment, water main installation, backfill, grading, sub-grade preparation, crushed aggregate base, HMAC/concrete pavement, cross drainage, curb and gutter, and necessary appurtenances or other such features as determined to be necessary by the City. Associated costs shall include but not be limited to engineering costs, surveying costs, right-of-way acquisition costs, bidding costs, construction costs, and inspection costs for the Project.
- B. **Completion.** Upon completion of the Project, the City shall certify such to the MDC in accordance with Section VII(B)(1) hereof. Within thirty (30) days of the City's certification that the Project has been completed, the City agrees to repay to the MDC any remaining Loan funds in the possession of the City that were not expended for the Project.
- C. **Repayment.** If the City fails to complete the above-describe Project by December 31, 2012, then the City agrees to repay the Loan to the MDC. The amount repayable from the Loan provided herein, shall be repaid, without interest, to the MDC on or before thirty (30) days after the MDC gives written notice to the City. Notwithstanding anything to the contrary contained anywhere in this Agreement, under no circumstances shall the City be obligated to repay the MDC an amount in excess of the total dollar amount of the Loan actually received by the City from the MDC under this Agreement.

IV. Term

Upon execution by all of the parties, this Agreement becomes effective on March 21, 2012 (the "effective date"), and shall terminate when the requirements set forth in Sections

II and III of this Agreement are completed, or when terminated by mutual agreement of the parties, or when terminated as hereinafter provided.

**V.
Law**

The parties are aware of statutory limitations on the Loan and the use of funds 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 MDC, the City shall deliver to MDC an executed copy of this Agreement.

**VII.
Special Conditions**

- A. **Financial Commitment.** The following provisions shall apply:
1. Notwithstanding any provision hereof which might be interpreted otherwise, the MDC's total financial commitment during a fiscal year of the MDC, October 1 to September 30, shall not exceed the Loan amount it is obligated to pay to the City during that fiscal year.
 2. Notwithstanding any provision hereof which might be interpreted otherwise, the MDC's total financial commitment during the term of this Agreement shall not exceed \$450,000.00 in the aggregate.
- B. **Certification.** As to any certification required under this Agreement, the City shall provide a letter from the City Manager. E-mail shall not be an acceptable form of certification under this Agreement.
- C. **Payments.** Payments to be made to the City under Section II hereof shall be made upon a written request from the City 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 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.
- 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 the City without the prior written consent of the MDC.
- J. **Notices.** All notices to either party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:

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

with copy to:

MDC President
109 N. Main
Midland, Texas 79701

If to City:

City Manager
City of Midland
P.O. Box 1152
Midland, Texas 79702

- 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 City:

City Manager
City of Midland
P.O. Box 1152
Midland, Texas 79702

- M. MDC and the City 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 the Company have executed this Agreement on the _____ day of _____, 2012.

**MIDLAND DEVELOPMENT
CORPORATION**

Laura Roman, Chairman

ATTEST:

Robert Rendall, Secretary

CITY OF MIDLAND, TEXAS

By: _____
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Agenda

Approved for Agenda: JNichols City Manager's Office
--

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Z-11-056, Panda Express

Purpose:

This is the second reading to 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. No changes have been made to this item since its first reading on February 28, 2012.

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 is comprised of an exterior of stucco and stone trim and is 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



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.

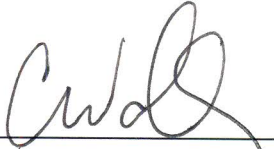
STAFF RECOMMENDATION:

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

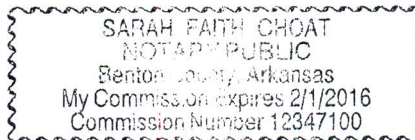
Nathan Hamblen who, being by me duly sworn, upon oath says: That (s)he is authorized by Wal-Mart Stores Texas LP, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Nathan Hamblen
Authorized Agent (signature)

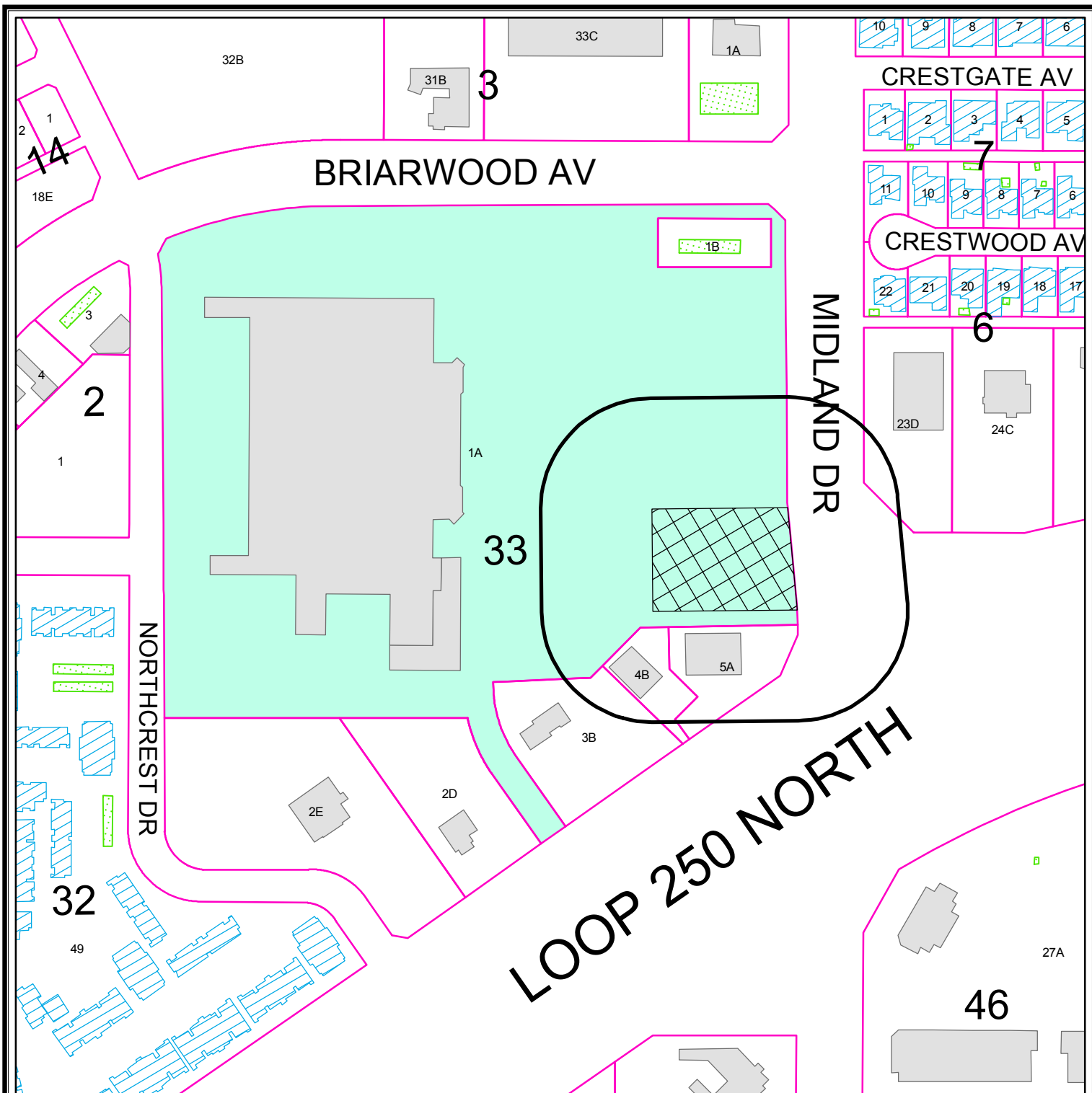
Subscribed and sworn to before me, this 11th day of November, 20 11, to certify which witness my hand and seal of office.

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'

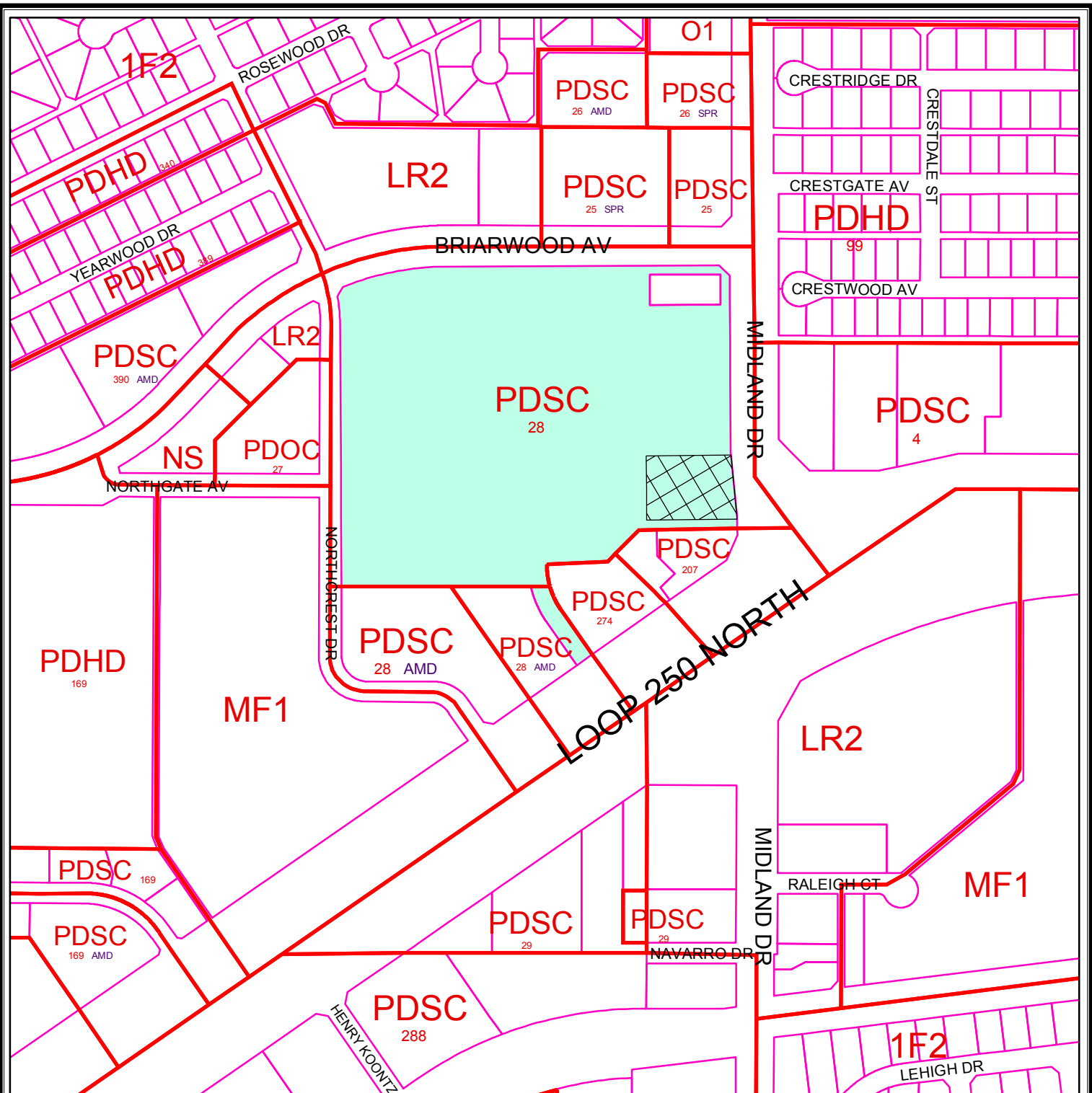
Consider a request for a zone change from PD, Planned District for a Shopping Center, to an Amended Planned District on 1.075-acres out of Lot 1A, Block 33, Northgate Addition, Section 24, City and County of Midland, Texas.

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

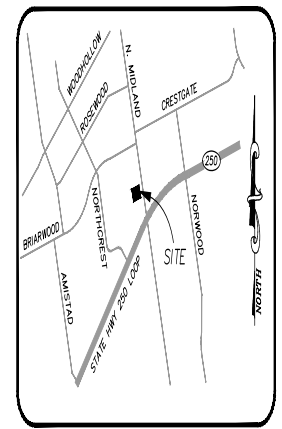
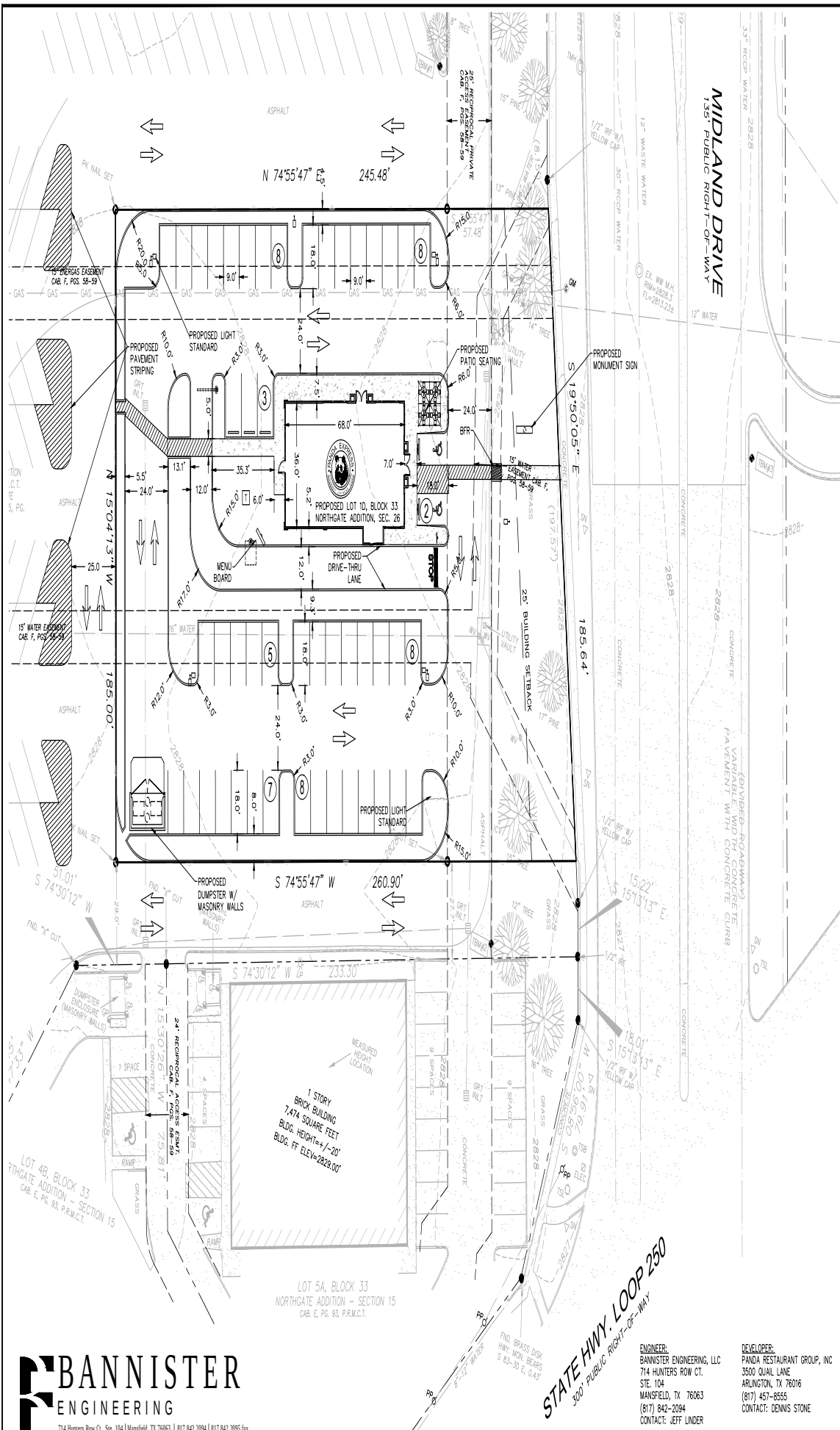
ZONING PARCELS

ZONING DISTRICTS:

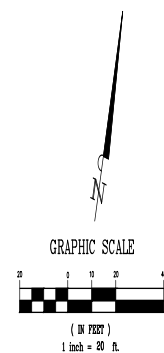
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL 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.



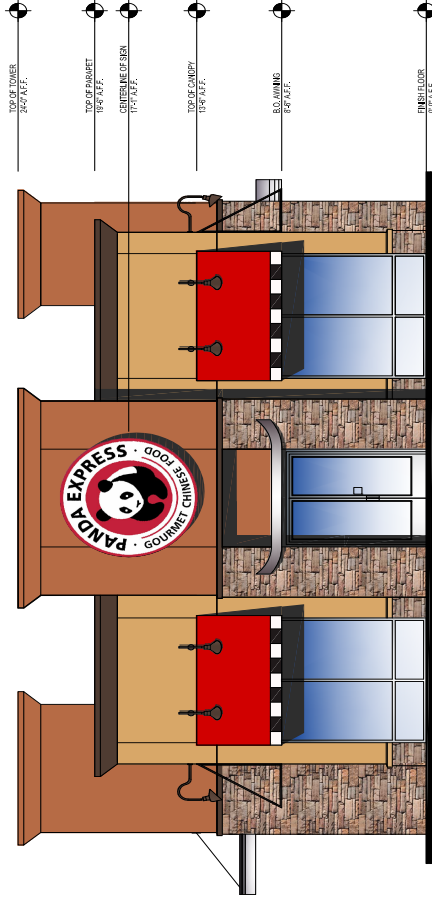
SITE SUMMARY TABLE

General Site Data	
Zoning	Planned Development - POSC
Land Use	Restaurant w/ Drive Through
Lot Area	46,639 sf (1.075 ac)
Total Building Area (square feet)	2,530 sf
Building Height (stories)	1 story
Lot Coverage	5%
Floor Area Ratio	0.054
Parking	
Parking Ratio Required	1 space / 4 seats
Required Parking	50 seats / 4 = 13 spaces
Provided Parking	49
Accessible Parking Required	3
Accessible Parking Provided	3

SITE PLAN
for
Panda Express
N. Midland Drive
Proposed Lot 1D, Block 33
City of Midland
Midland County, Texas

STANDARD FSdT COLOR SCHEME

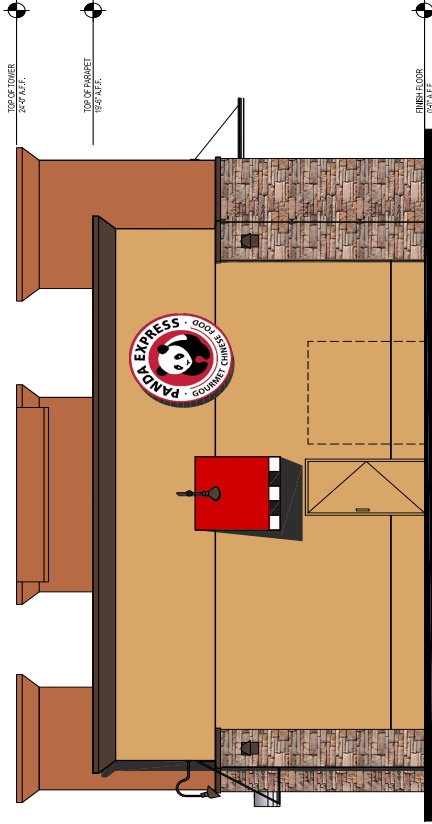
- P110 Sherwin-Williams SW 6348 Reynard
- P131 Sherwin-Williams SW 6076 Turkish Coffee
- P124 Sherwin-Williams SW 6360 Harvest Gold



EAST ELEVATION 1

Scale = 1/8" = 1'-0"

A-2.0



WEST ELEVATION 2

Scale = 1/8" = 1'-0"

A-2.0



PANDA RESTAURANT GROUP INC.
1883 Midway Court, Suite 100
Riverside, California 92506
Telephone: (951) 798-8888
Fax: (951) 798-8888

All ideas, designs, arrangements and plans released 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 disclosed to any person, firm, or corporation without the written permission of Panda Restaurant Group, Inc.

REVISIONS:

ISSUE DATE:

DRAWN BY:

PANDA PROJECT #: SB-14-0067
ARCH PROJECT #: 281-08



STAMP:

SUPER WALMART

LOOP 260 & MIDLAND DR.
MIDLAND, TX

A-2.0

EXTERIOR
ELEVATIONS



PANDA RESTAURANT GROUP INC.
1833 Walnut Grove Ave.
Rosedale, California
91770
Telephone: 626.795.8888
Facsimile: 626.372.2888

All bases, 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 #: 281438



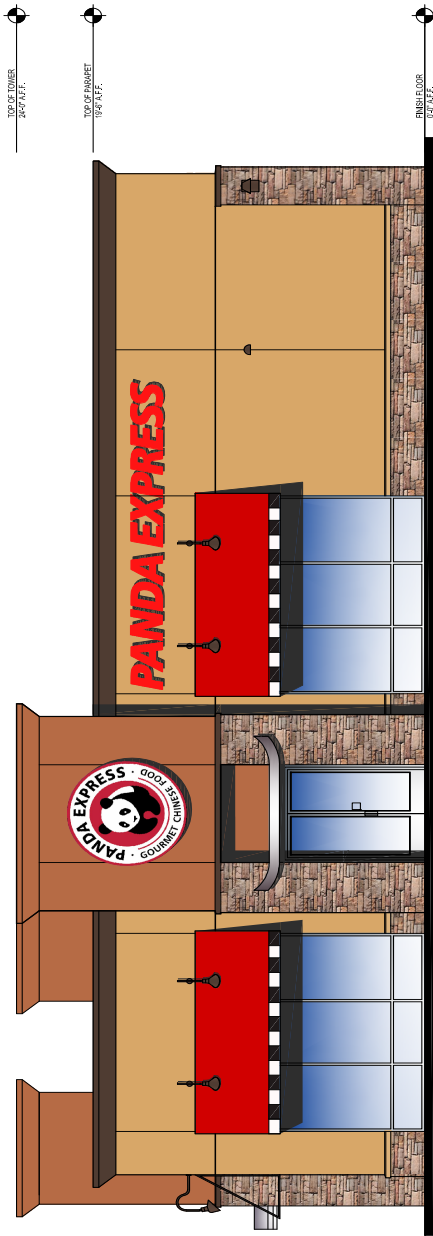
STAMP:

SUPER WALMART

LOOP 262 & MIDLAND DR.
MIDLAND, TX

A-2.1

EXTERIOR
ELEVATIONS



NORTH ELEVATION 1

Scale = 1/4" = 1'-0"

A-2.1



SOUTH ELEVATION 2

Scale = 1/4" = 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;

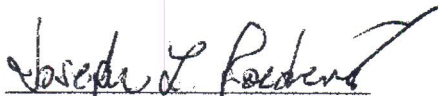
THENCE, CONTINUING ALONG SAID EASTERLY LINE OF LOT 1A AND SAID WESTERLY RIGHT OF WAY LINE, SOUTH 19 DEGREES 50 MINUTES 05 SECONDS EAST, A DISTANCE OF 8.15 FEET TO A 1/2 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "1ST AMER 4053785800" SET AT THE **POINT OF BEGINNING**, SAID POINT BEING THE NORTHEAST 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:
THudson
City Manager's Office

MEETING DATE: MARCH 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: TINA JAUZ/COMMUNITY SERVICES DIRECTOR

SUBJECT: FEES FOR PARKS & RECREATION AND GOLF COURSE

Purpose:

Approve an ordinance on second reading 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.



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.

<u>Comparison</u>	<u>Weekday</u>	<u>Weekend</u>	<u>Cart Fee per Rider (tax included)</u>
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
--------	--------

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: March 20, 2012
TO: CITY COUNCIL/CITY MANAGER
FROM: Stuart T. Purvis, Director of Utilities
SUBJECT: Water Rates

Purpose:

Consider an ordinance on second 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.



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
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Water usage above 25,000 gallons/month	\$4.50 per thousand gallons

Apartments:

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--	------------------

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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
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Apartments:

Charge per unit for first 2,000 gallons/month pursuant to criteria for calculating apartments	\$11.50 per unit
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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

TYPE	ADDRESS	LOC_ID	JAN	FEB
Apartment	2911 W LOUISIANA AV	30392	22	21
Apartment	3531 SINCLAIR AV	30152	11	10
Apartment	605 WATSON ST	21452	33	24
Apartment	509 DELMAR ST	101688	14	2
Apartment	701 W OHIO AV	40554	16	12
Apartment	1900 E GOLF COURSE RD	113496	11	7
Apartment	1300 N PECOS ST	20398	11	6
Apartment	405 HUMBLE AV	19954	35	20
Apartment	1411 N MARIENFELD ST	20328	12	4
Apartment	3510 SINCLAIR AV	30138	10	6
Apartment	2901 W LOUISIANA AV	30398	20	21
Apartment	3200 BROMLEY PL	125604	19	18
Apartment	710 S BIG SPRING ST	75568	40	23
Apartment	401 HUMBLE AV	19944	23	22
Apartment	606 WATSON ST	21458	45	14
Apartment	403 HUMBLE AV	19952	34	23
Apartment	409 HUMBLE AV	19958	31	23
Apartment	3100 CALDERA BLVD	14828	21	22
Apartment	1907 TARLETON ST	103630	4	11
Apartment	3321 NEELY AV	103468	9	12
Apartment	4534 SINCLAIR AV	103242	2	15
Apartment	601 WATSON ST	21450	25	18
Commercial	5100 LAMESA	59076	11	8
Commercial	1304 W TEXAS AV	86378	9	10
Commercial	2000 W OHIO AV	99874	12	10
Commercial	201 S MINEOLA ST	56890	11	5
Commercial	2311 ELIZABETH AV	11904	10	2
Commercial	1010 W TEXAS AV	86332	3	16
Commercial	2200 W WALL ST	87396	10	8
Commercial	120 N MAIN ST	56636	10	24
Commercial	1502 W MONTGOMERY AV	71340	40	25
Commercial	1805 RANKIN HWY	14710	5	15
Commercial	2726 W FRONT ST	19038	10	1
Commercial	3213 FRANKLIN AV	65638	22	17
Commercial	2907 N BIG SPRING ST	42914	16	12
Commercial	505 W PARKER AV	20330	10	21
Commercial	1304 N BIG SPRING ST	38576	10	7
Commercial	1015 N MIDKIFF RD	44172	16	17
Commercial	3417 THOMASON DR	62954	12	12
Commercial	3512 N MIDKIFF RD	125374	20	15
Commercial	407 ANDREWS HWY	30614	17	9
Commercial	101 N LEE ST	51642	25	13
Commercial	4230 N MIDLAND DR	72688	23	23
Commercial	800 S TERRELL ST	75826	14	17
Commercial	1900 GARDEN CITY HW	64064	10	13

Commercial	703 S TERRELL ST	75750	12	11
Commercial	701 S MARIENFELD ST	75580	13	6
Commercial	100 W WADLEY AV	16136	21	15
Commercial	3222 COMMERCIAL DR	48862	17	5
Commercial	1200 GARDEN CITY HWY	16736	10	11
Commercial	1303 W ILLINOIS AV	86368	15	1
Commercial	610 E INDUSTRIAL AV	56608	18	19
Commercial	3704 W WALL ST	59786	14	17
Commercial	1604 N BIG SPRING ST	20224	30	20
Commercial	1001 S MAIN ST	104634	23	27
Commercial	3537 ANDREWS HWY	78438	7	10
Commercial	1802 W WALL ST	87446	14	16
Commercial	4404 W WADLEY AV	26686	11	22
Commercial	2311 W WADLEY AV	29376	21	22
Commercial	4608 W WALL ST	5202	14	13
Commercial	303 CORPORATE DR	19650	0	21
Commercial	107 MOCKINGBIRD LN	123260	10	7
Commercial	1809 W TEXAS AV	99962	39	13
Commercial	305 SUNSET ST	30750	22	22
Commercial	2406 W WALL ST	30970	18	18
Commercial	3201 W FRONT ST	101082	12	19
Commercial	2602 W KANSAS AV	42420	16	2
Commercial	5000 N LAMESA RD	300	15	6
Commercial	14 META DR	82592	40	23
Commercial	1007 AUSTIN ST	44206	20	25
Commercial	319 N COLORADO ST	105338	11	6
Commercial	1114 N BIG SPRING ST	38468	14	1
Commercial	507 N MARIENFELD ST	40444	25	21
Commercial	2214 W NEW JERSEY AV	39622	20	14
Commercial	500 S MIDLAND DR	110504	11	11
Commercial	3400 THOMASON DR	59792	9	10
Commercial	4324 ANDREWS HWY	11282	16	12
Commercial	601 N MARIENFELD ST	40356	15	14
Commercial	1101 E SCHARBAUER DR	22488	3	11
Commercial	2901 N BIG SPRING ST	42918	12	0
Commercial	2705 N BIG SPRING ST	43028	29	20
Commercial	4511 N MIDKIFF RD	102896	11	11
Commercial	1001 ANDREWS HWY	42556	129	23
Commercial	3303 N MIDKIFF RD	64828	18	19
Commercial	718 W LOUISIANA AV	19720	11	31
Commercial	1007 N FAIRGROUNDS RD	24666	11	22
Commercial	103 S A ST	56708	17	23
Commercial	3416 W WALL ST	65640	42	13
Commercial	210 S LEE ST	51826	13	12
Commercial	804 S WEATHERFORD ST	75886	10	8
Commercial	609 W FLORIDA AV	49340	18	9
Commercial	3111 W FRONT ST	101072	10	10

Commercial	2616 W WALL ST	4716	10	8
Commercial	5110 W ILLINOIS AV	91694	12	9
Commercial	5301 W WADLEY AV	110984	14	11
Commercial	1201 S MIDLAND DR	124148	11	12
Commercial	3211 W WADLEY AV	97326	31	24
Commercial	3331 MAXWELL DR	101506	10	13
Commercial	1822 E PECAN AV	66310	13	12
Commercial	1002 W FRONT ST	87292	7	12
Commercial	1200 S MIDLAND DR	30222	7	12
Commercial	500 S LEE ST	52170	20	12
Commercial	3700 N BIG SPRING ST	122072	19	17
Commercial	3918 W WALL ST	62998	9	10
Commercial	2400 E NEW YORK AV	36586	2	10
Commercial	801 S BENTWOOD DR	89394	15	47
Commercial	2304 N BIG SPRING ST	98546	14	11
Commercial	1933 E FRONT ST	24690	29	13
Commercial	506 E FLORIDA AV	76102	14	8
Commercial	900 S FT WORTH ST	76070	17	20
Commercial	1600 GARDEN CITY HW	16786	5	11
Commercial	405 N TERRELL ST	56196	5	10
Commercial	4320 W ILLINOIS AV	101872	24	31
Commercial	3620 N BIG SPRING ST	19638	14	8
Commercial	300 E TEXAS AV	56630	11	2
Commercial	200 N LEE ST	51608	16	7
Commercial	427 ANDREWS HWY	30602	20	25
Commercial	405 N MARIENFELD ST	99352	52	22
Commercial	2000 RANKIN HWY	44926	17	14
Commercial	1515 IDLEWILDE DR	89970	12	10
Commercial	1905 N BIG SPRING ST	20510	58	25
Commercial	808 W WALL ST	86486	22	18
Commercial	1011 W WALL ST	86514	31	14
Commercial	3001 W ILLINOIS AV	58696	45	22
Commercial	700 ANDREWS HWY	30358	13	3
Commercial	1701 N LAMESA RD	12154	10	63
Commercial	1309 N BIG SPRING ST	38594	9	19
Commercial	3504 W WALL ST	65642	42	22
Commercial	1801 HERITAGE BL	32768	23	13
Commercial	2700 LA FORCE BL	9192	24	2
Commercial	800 N MARIENFELD ST	25648	14	12
Commercial	1605 N BIG SPRING ST	20240	10	10
Commercial	221 N COLORADO ST	56408	16	16
Commercial	2001 N BIG SPRING ST	20524	39	16
Commercial	606 W TENNESSEE AV	99838	9	10
Commercial	711 W WADLEY AV	12708	27	16
Commercial	2300 W WADLEY AV	83056	19	21
Commercial	1411 N LAMESA RD	16616	14	10
Commercial	310 SECOR ST	63418	10	8

Commercial	1205 N LAMESA RD	68256	23	0
Commercial	401 N TERRELL ST	56192	14	1
Commercial	900 S BIG SPRING ST	75978	18	19
Commercial	2605 W LOOP 250 N	90294	5	10
Commercial	2200 W WADLEY AV	97896	23	23
Commercial	1201 GARDEN CITY HW	18004	9	10
Commercial	213 N MAIN ST	56452	3	10
Commercial	410 N MAIN ST	56134	15	14
Commercial	901 W MISSOURI AV	86694	12	9
Commercial	4311 W ILLINOIS AV	61782	15	12
Commercial	3204 W WALL ST	65606	12	11
Commercial	3002 N BIG SPRING ST	98536	24	0
Commercial	2100 W TENNESSEE AV	38766	22	12
Commercial	202 N MIDKIFF RD	22390	22	20
Commercial	809 S MIDKIFF RD	65674	23	18
Commercial	1004 W FRONT ST	87290	7	12
Commercial	2501 W WALL ST	30880	22	19
Commercial	5000 N MIDKIFF RD	14830	13	12
Commercial	3413 ANDREWS HWY	44444	10	5
Commercial	600 S MARIENFELD ST	75542	15	1
Commercial	2211 CARTER AV	76774	10	6
Commercial	1207 TRADEWINDS BL	109118	23	4
Commercial	1603 IDLEWILDE DR	89968	16	10
Commercial	1008 E FLORIDA AV	4930	8	16
Commercial	904 S TERRELL ST	76104	14	2
Commercial	1009 S TERRELL ST	73322	10	9
Commercial	3111 W CUTHBERT AV	97770	17	11
Commercial	401 E ILLINOIS AV	103024	19	20
Commercial	602 N BAIRD ST	40310	15	18
Commercial	418 ANDREWS HWY	100232	13	14
Commercial	4100 W LOOP 250 N	20608	16	13
Commercial	2303 W WADLEY AV	29370	23	22
Commercial	5215 TECHNOLOGY CIR	128104	14	9
Commercial	1303 S MIDLAND DR	42166	11	18
Commercial	5214 W WADLEY AV	123374	25	0
Commercial	801 E FLORIDA AV	75812	59	12
Commercial	1822 N MIDLAND DR	11288	28	22
Commercial	4928 N LAMESA RD	59068	14	11
Commercial	717 W WADLEY AV	12706	59	11
Commercial	2107 W LOUISIANA AV	38714	7	15
Commercial	2200 W FRONT ST	19118	10	7
Commercial	3406 THOMASON DR	59794	9	10
Commercial	1409 RANKIN HWY	14382	5	11
Commercial	1210 E PENNSYLVANIA AV	57858	16	15
Commercial	4214 ANDREWS HWY	11292	22	48
Commercial	906 W FLORIDA AV	49232	0	23
Commercial	1004 ANDREWS HWY	58112	10	21

Commercial	2000 W CUTHBERT AV	100158	8	10
Commercial	901 W DENGAR AV	4570	45	22
Commercial	1106 N BIG SPRING ST	38476	14	14
Commercial	1301 GARDEN LN	31402	10	8
Commercial	3207 W INDUSTRIAL AV	48938	30	15
Commercial	710 N COLORADO ST	40150	19	5
Commercial	1309 W WALL ST	86562	26	17
Commercial	200 W FRONT ST	105388	6	19
Commercial	105 N FT WORTH ST	103034	5	16
Commercial	2302 GARDEN CITY HW	16840	19	19
Commercial	1109 S BIG SPRING ST	76308	11	12
Commercial	3316 W ILLINOIS AV	23578	6	20
Commercial	2401 W INDUSTRIAL AV	73212	11	24
Commercial	2302 CAMARIE AV	29390	47	11
Commercial	612 VETERANS AIRPARK LN	18046	13	11
Commercial	3300 #7 N A ST	98328	14	29
Commercial	1200 ANDREWS HWY	71816	10	12
Commercial	1017 N MIDKIFF RD	44174	6	23
Commercial	610 N MADISON ST	24434	12	10
Commercial	4406 W ILLINOIS AV	94232	27	20
Commercial	1002 W LOOP 250 N	68802	16	14
Commercial	3000 W GOLF COURSE RD	32684	22	23
Commercial	1305 N BIG SPRING ST	38600	20	20
Commercial	600 N LORAIN ST	102228	12	12
Commercial	801 MORAN ST	49168	13	15
Commercial	115 W WADLEY AV	12420	37	25
Commercial	611 S ADAMS ST	52208	24	14
Commercial	1200 W MISSOURI AV	86556	11	5
Commercial	3106 N BIG SPRING ST	12400	11	14
Commercial	3915 W WALL ST	44696	23	11
Commercial	1400 N BIG SPRING ST	38624	23	19
Commercial	1203 N LAMESA RD	68300	10	8
Commercial	4410 N MIDKIFF RD	101440	7	10
Commercial	5312 W WADLEY AV	108450	10	3
Commercial	409 W PINE AV	42996	5	12
Commercial	1030 ANDREWS HWY	58118	82	20
Commercial	3302 BEDFORD AV	48828	9	10
Commercial	1100 WHITNEY DR	71818	14	4
Commercial	1601 W FLORIDA AV	76848	27	12
Commercial	104 S PECOS ST	56712	20	17
Commercial	900 ANDREWS HWY	42424	21	22
Commercial	1500 W I20	4960	9	19
Commercial	1600 RANKIN HWY	44852	10	11
Commercial	4519 N GARFIELD ST	96710	17	17
Commercial	2308 W MICHIGAN AV	30480	11	12
Commercial	1908 W WALL ST	87432	16	10
Commercial	4701 SEMINOLE DR	17344	10	7

Commercial	2800 WINDECKER ST	42018	9	11
Commercial	3603 DOUGLAS AV	44622	13	6
Commercial	2203 W FLORIDA AV	39604	14	6
Commercial	509 N LORAIN ST	102220	30	21
Commercial	2011 W INDUSTRIAL AV	39578	25	32
Commercial	2201 W WALL ST	87548	18	18
Commercial	2800 W LOUISIANA AV	30368	16	18
Commercial	3300 HAYNES AV	72168	16	11
Commercial	3011 W KANSAS AV	30238	17	21
Commercial	1801 W TEXAS AV	87438	26	23
Commercial	808 W INDIANA AV	102104	13	13
Commercial	307 E TEXAS AV	56496	2	11
Commercial	4009 N MIDLAND DR	28048	24	26
Commercial	1311 W ILLINOIS AV	86372	0	11
Commercial	2 META DR	102064	23	1
Commercial	216 N MAIN ST	56472	12	9
Commercial	925 W WADLEY AV	10986	29	13
Commercial	3312 BANKHEAD HW	19608	20	18
Commercial	4320 ANDREWS HWY	11278	18	27
Commercial	921 N FAIRGROUNDS RD	24672	8	10
Commercial	3328 N MIDKIFF RD	101496	11	9
Commercial	4101 N MIDLAND DR	28042	14	17
Commercial	4107 W ILLINOIS AV	61722	18	12
Commercial	3408 W LOOP 250 N	422	10	9
Commercial	4306 NEELY AV	84780	12	11
Commercial	600 W LOUISIANA AV	112718	12	8
Commercial	3800 W WALL ST	62948	17	33
Commercial	1806 W DAKOTA AV	76860	3	21
Commercial	3606 BANKHEAD HW	109312	10	14
Commercial	2207 W INDUSTRIAL AV	39594	37	15
Commercial	3415 W ILLINOIS AV	60300	11	10
Commercial	1601 RANKIN HWY	14590	29	14
Commercial	1000 GOODE ST	76888	17	7
Commercial	710 CAMP ST	49140	6	13
Commercial	4401 CARDINAL LN	48732	15	9
Commercial	610 ANDREWS HWY	30450	19	14
Commercial	808 S BIG SPRING ST	105088	11	10
Commercial	1012 AUSTIN ST	44186	9	17
Commercial	504 S TERRELL ST	104942	14	12
Commercial	2910 LA FORCE BL	42012	22	15
Commercial	2309 S FORT WORTH ST	15228	18	11
Commercial	508 E GIST AV	15164	10	9
Commercial	2706 W CUTHBERT AV	58114	36	14
Commercial	810 W KENTUCKY AV	104170	11	17
Commercial	106 W DAKOTA AV	76030	12	9
Commercial	903 ANDREWS HWY	42574	15	20
Commercial	1500 GARDEN CITY HW	104906	10	12

Commercial	1109 SOUTH ST	24490	17	43
Commercial	2508 N BIG SPRING ST	45606	21	7
Commercial	211 N COLORADO ST	56410	20	18
Commercial	1010 W WALL ST	86458	21	12
Commercial	1902 W ILLINOIS AV	38854	26	13
Commercial	106 S A ST	101952	6	14
Commercial	4601 N A ST	68798	14	13
Commercial	2324 W WALL ST	82570	13	0
Commercial	206 N MAIN ST	105434	6	10
Commercial	1913 HERITAGE BL	32896	19	18
Commercial	1102 E GOLF COURSE RD	24632	23	22
Commercial	1007 S BIG SPRING ST	76274	13	5
Commercial	2111 N BIG SPRING ST	20526	20	16
Commercial	409 E SCHARBAUER DR	45288	14	8
Commercial	3901 MOCKINGBIRD LN	55440	4	19
Commercial	412 ANDREWS HWY	30580	7	17
Commercial	105 N MAIN ST	105420	7	17
Commercial	2608 LOMA DR	43038	50	10
Commercial	1406 COTTON FLAT RD	73180	20	9
Commercial	3709 W WALL ST	101092	13	15
Commercial	2811 LA FORCE BL	42000	21	28
Commercial	3314 W LOOP 250 N	101352	23	20
Commercial	4631 ANDREWS HWY	39558	17	15
Commercial	2300 W LOOP 250 N	64036	11	25
Commercial	3 META DR	82576	22	23
Commercial	2100 W WALL ST	101972	11	10
Commercial	300 E ILLINOIS AV	56502	11	11
Commercial	4308 NEELY AV	96940	18	19
Commercial	1407 GARDEN CITY HW	18010	11	11
Commercial	2813 LA FORCE BLVD	41996	19	16
Commercial	410 N LORAIN ST	56124	12	7
Commercial	1900 W FRONT ST	88000	13	15
Commercial	3317 ANDREWS HWY	44258	16	9
Commercial	4401 W ILLINOIS AV	93094	12	11
Commercial	802 S GARFIELD ST	19106	19	10
Commercial	1106 JOHNSTON ST	76906	15	6
Commercial	1403 N BIG SPRING ST	38614	15	1
Commercial	4521 W LOOP 250 N	28036	23	17
Commercial	1506 W FRONT ST	87220	10	6
Commercial	2500 DELANO AV	58806	24	8
Commercial	1409 CONNELL ST	37886	20	25
Commercial	706 S MAIN ST	75620	14	10
Commercial	2404 COMMERCE DR	49662	36	14
Commercial	4715 BILLINGSLEY BL	54464	16	15
Commercial	1308 W DAKOTA AV	49260	18	15
Commercial	3708 W WALL ST	59788	9	13
Commercial	5003 ANDREWS HWY	89978	12	2

Commercial	907 S DALLAS ST	76112	8	12
Commercial	610 E FLORIDA AV	76118	20	13
Commercial	112 S LORAIN ST	105382	18	16
Commercial	4400 W WADLEY AV	26684	19	21
Commercial	3313 ANDREWS HWY	44254	12	10
Commercial	201 E TEXAS AV	56478	15	25
Commercial	3001 N BIG SPRING ST	42806	31	25
Commercial	1406 W I20	121260	1	11
Commercial	1100 W WALL ST	113176	39	10
Commercial	2103 RANKIN HWY	14818	12	6
Commercial	1301 W ILLINOIS AV	86366	12	14
Commercial	700 N BIG SPRING ST	40144	11	10
Commercial	2407 W LOUISIANA AV	100210	7	12
Commercial	1500 W FRANCIS AV	38018	12	8
Commercial	2300 W MICHIGAN AV	100258	13	0
Commercial	1700 N BIG SPRING ST	20202	12	12
Commercial	3400 N BIG SPRING ST	16052	15	16
Commercial	1207 S BIG SPRING ST	14202	13	30
Commercial	4805 GATEWAY ST	20974	5	15
Commercial	2326 W LOOP 250 N	64040	30	25
Commercial	1401 N LAMESA RD	98912	14	0
Commercial	1705 W MISSOURI AV	87590	12	21
Commercial	3303 ANDREWS HWY	48848	16	19
Commercial	1601 W TEXAS AV	87450	4	12
Commercial	500 W WALL ST	56680	24	23
Commercial	1811 W INDUSTRIAL AV	76822	32	21
Commercial	3402 N BIG SPRING ST	98044	27	13
Commercial	4305 W ILLINOIS AV	61786	6	10
Commercial	500 S TERRELL ST	75016	10	8
Commercial	1301 W LOUISIANA AV	54518	21	57
Commercial	4712 N MIDKIFF RD	54472	10	2
Commercial	3301 SINCLAIR AV	77782	12	13
Commercial	200 E FLORIDA AV	76068	34	22
Commercial	805 W WADLEY AV	10970	9	11
Commercial	712 W DENGAR AV	12702	21	17
Commercial	1000 ANDREWS HWY	42568	21	34
Commercial	2301 W WADLEY AV	29368	10	11
Commercial	3316 N MIDLAND DR	118752	17	16
Commercial	1005 AUSTIN ST	44204	9	14
Commercial	1201 W TEXAS AV	86428	17	18
Commercial	1221 W HICKS AV	52240	15	11
Commercial	2205 W INDUSTRIAL AV	39590	27	25
Commercial	1211 W TEXAS AV	86434	24	0
Commercial	407 N BIG SPRING ST	40508	40	20
Commercial	3108 LOMA DR	42800	12	10
Commercial	3813 N MIDLAND DR	26922	57	25
County	5405 W INDUSTRIAL AV	10992	10	13

County	5601 W INDUSTRIAL AV	10996	20	2
County	1201 S WEBSTER ST	17830	16	15
County	2110 CITY VIEW RD	17918	7	14
County	3000 S HWY 349	74888	16	12
County	2201 CITY VIEW RD	17910	11	7
County	2064 MARKET ST	49702	20	15
County	3113 W INDUSTRIAL AV	49758	18	28
County	29 W INDUSTRIAL LOOP	49752	3	13
County	5002 BASIN ST	49700	26	21
County	8535 W HWY 158	8996	44	25
County	1204 S FAIRGROUNDS RD	17814	26	17
County	2312 CLOVERDALE RD	17818	27	19
County	3901 F M 307	3380	38	12
County	2514 W HICKS AV	73226	10	7
County	2001 COMMERCE DR	100814	11	6
County	2204 FAIRPARK RD	17816	16	1
County	1300 S FAIRGROUNDS RD	17928	11	8
County	21 W INDUSTRIAL LOOP	49738	11	11
County	2900 W FRANCIS AV	49768	10	6
County	9915 W INDUSTRIAL AV	109400	15	12
County	2817 W INDUSTRIAL AV	4760	21	5
County	2805 W FRANCIS AV	73218	2	14
County	2222 COMMERCE DR	49646	13	10
County	2131 MARKET ST	49678	10	9
Park	2000 E CUTHBERT AV	28392	24	25
Park	5514 CHAMPIONS DR	99126	110	16
Park	5500 LEAGUE DR	98582	44	23
Park	600 E GIST AV	98894	1	11
Park	1301 W CUTHBERT AV	98718	16	18
Park	1100 WARD ST	98600	19	11
Park	3900 ST ANDREWS DR	101510	10	2
Park	5800 CROWLEY BL	33066	22	14
Park	1000 W DENGAR AV	4544	12	0
Residential	219 WINDRIDGE CR	107782	15	4
Residential	4719 BISHOPS CASTLE DR	64228	10	9
Residential	4012 EDGEBROOK DR	51082	9	10
Residential	5008 STONELEIGH DR	64604	16	21
Residential	2313 HAYNES DR	32018	14	13
Residential	2903 NORTHTOWN PL	25854	10	6
Residential	2502 STUTZ PL	31842	18	17
Residential	2606 INWOOD CT	65162	16	19
Residential	800 CANONERO	68760	33	24
Residential	2101 OAKLAWN DR	55342	25	35
Residential	6509 KANAWHA	79494	12	8
Residential	4000 CRESTGATE AV	20916	12	10
Residential	4409 ROSEWOOD DR	15724	14	18
Residential	4413 ROSEWOOD DR	15726	7	11

Residential	4808 ROSEWOOD DR	16002	10	16
Residential	2412 FLARE CT	55134	11	10
Residential	2520 SHELL AV	44720	10	8
Residential	5004 TEAKWOOD TRCE	34872	5	15
Residential	5301 BRAZOS CT	54026	14	9
Residential	4513 BREEZEWAY CT	35872	21	34
Residential	5206 WIDENER STRIP	34150	9	12
Residential	2 CHATHAM CT	28082	24	17
Residential	25 SUFFOLK DR	68580	10	9
Residential	24 HIALEAH DR	68516	27	20
Residential	732 AUGUSTA DR	68392	14	10
Residential	4400 TEAKWOOD TRCE	34678	22	20
Residential	6407 SEQUOIA DR	35000	13	16
Residential	1701 MAPLE AV	66230	11	8
Residential	2309 STUTZ PL	31908	14	7
Residential	423 MAPLE AV	45482	10	12
Residential	5520 CYPRESS CT	34866	12	11
Residential	3403 SALISBURY PL	80696	9	19
Residential	1300 W WASHINGTON AV	87124	7	13
Residential	1909 BRUNSON AV	87680	32	18
Residential	710 S JEFFERSON ST	75766	12	8
Residential	5811 GREENRIDGE	32734	11	14
Residential	2809 W LOUISIANA AV	30408	15	19
Residential	510 S ADAMS ST	52134	10	5
Residential	1600 W TENNESSEE AV	32212	14	4
Residential	1801 W OHIO AV	88052	10	9
Residential	5716 GREENRIDGE	32810	4	18
Residential	3401 W LOUISIANA AV	23320	11	9
Residential	227 E CIRCLE DR	58480	14	15
Residential	406 S L ST	87686	19	33
Residential	1401 DELMAR ST	13572	10	7
Residential	4610 ANETTA DR	88958	14	10
Residential	4603 ERIE DR	90764	13	6
Residential	223 E CIRCLE DR	58476	5	11
Residential	704 MCDONALD ST	57346	12	16
Residential	3215 W LOUISIANA AV	13134	16	8
Residential	2613 WARD ST	77670	7	11
Residential	2107 OAKLAWN DR	55336	47	12
Residential	3604 STANOLIND AV	84250	46	17
Residential	301 W ESTES AV	38440	18	14
Residential	2304 BOYD AV	77134	10	5
Residential	5800 SUNDANCE PL	33800	10	16
Residential	2617 SPARTAN DR	41948	10	9
Residential	2612 SPARTAN DR	41942	14	4
Residential	4218 GREENBRIAR DR	84824	15	6
Residential	2009 SHELL AV	83622	25	19
Residential	3104 ELMA DR	95394	19	9

Residential	1803 WARD ST	88812	17	6
Residential	3204 SHELL AV	47800	19	9
Residential	3312 CRESTMONT DR	27346	13	11
Residential	704 BOYD AV	52908	4	15
Residential	3624 IMPERIAL AV	84466	12	3
Residential	4313 W DENGAR AV	84794	22	25
Residential	3501 SEABOARD AV	18196	11	9
Residential	3319 CIMMARON AV	40802	11	9
Residential	2609 TERRACE AV	29630	16	0
Residential	5712 RIDGEMONT PL	33526	12	13
Residential	2106 WYDEWOOD DR	96084	14	27
Residential	3604 IMPERIAL AV	84446	6	14
Residential	708 SINCLAIR AV	52950	20	8
Residential	2313 NEELY AV	16694	18	14
Residential	1118 CHESTNUT AV	16546	10	8
Residential	1401 E NOBLES AV	17776	12	9
Residential	1607 EDWARDS ST	12082	10	4
Residential	5618 FENWAY	32562	11	9
Residential	2001 NORTHRUP DR	47756	8	10
Residential	1500 W INDIANA AV	102092	11	12
Residential	4318 GREENBRIAR DR	84848	10	5
Residential	942 N DALLAS ST	39794	10	6
Residential	3403 DOUGLAS AV	44298	13	14
Residential	508 GARDEN LN	102144	12	9
Residential	2812 SENTINEL DR	48202	15	9
Residential	904 W CUTHBERT AV	18278	10	0
Residential	2010 HARVARD AV	82102	17	4
Residential	3402 SINCLAIR AV	77848	15	36
Residential	5501 GRASSLAND BL	33246	19	17
Residential	5620 GRASSLAND BL	33252	10	22
Residential	5711 DEVLIN PL	33572	3	24
Residential	3604 JORDAN AV	84512	20	11
Residential	2818 FRONTIER AV	79064	24	6
Residential	1305 E PARKER AV	17668	10	6
Residential	902 COUNTRY CLUB DR	18312	25	20
Residential	708 W KANSAS AV	19754	11	7
Residential	2805 DOUGLAS DR	48282	11	4
Residential	2807 HAYNES DR	88342	7	10
Residential	2822 HAYNES DR	88382	26	24
Residential	1714 E PECAN AV	66158	19	18
Residential	5109 BRIGHTON PL	68914	12	10
Residential	1802 KENSINGTON LN	64504	11	22
Residential	4828 TIMBER LN	21130	11	9
Residential	3705 BERMUDA CT	21158	11	9
Residential	4517 CHERRYWOOD DR	15780	19	15
Residential	5104 WIDENER STRIP	34232	22	8
Residential	3929 EDGEBROOK CT	51132	12	12

Residential	2000 CENTERVIEW	32920	10	5
Residential	902 CITATION	68722	13	9
Residential	5010 LOS ALAMITOS DR	69082	15	12
Residential	401 SKYWOOD CR	48336	11	8
Residential	5008 CASTLEFORD RD	68966	10	4
Residential	315 E CLOUD AV	78850	12	12
Residential	2405 METZ PL	32086	21	20
Residential	3406 WOODHAVEN DR	80912	35	25
Residential	3507 NORTHFIELD DR	80886	13	12
Residential	4106 ANGELINA DR	102848	10	10
Residential	415 E GOLF COURSE RD	46092	17	10
Residential	5004 LEISURE DR	91402	10	7
Residential	4708 WILSHIRE DR	91020	10	5
Residential	4619 VERSAILLES DR	90518	11	7
Residential	515 PARKWOOD DR	16270	10	8
Residential	2101 BELMONT ST	14802	18	9
Residential	3305 MARIANA AV	59396	11	9
Residential	4013 AVONDALE DR	61462	13	4
Residential	5102 THOMASON DR	91760	22	14
Residential	4504 MERCEDES DR	92892	12	8
Residential	3405 TANNER DR	60054	13	12
Residential	4624 THOMASON DR	92560	11	13
Residential	905 W TAYLOR AV	38002	6	10
Residential	1521 S JEFFERSON ST	74108	10	7
Residential	1513 S TERRELL ST	73984	11	9
Residential	310 TANGLEWOOD DR	91494	11	6
Residential	3915 ANETTA DR	63350	10	9
Residential	4613 LEISURE DR	91038	20	1
Residential	115 S BENTWOOD DR	92144	12	9
Residential	119 S BENTWOOD DR	92140	6	10
Residential	1508 S COLORADO ST	14532	10	6
Residential	4600 WOODBAR CT	116676	21	23
Residential	5002 THOMASON DR	91750	18	7
Residential	4609 LEISURE DR	91034	15	9
Residential	505 SPRABERRY DR	61316	12	8
Residential	719 RUBY DR	62434	17	14
Residential	4609 THOMASON DR	91062	14	13
Residential	1217 MORAN ST	37734	13	7
Residential	5021 JOY DR	89588	19	12
Residential	708 DEVONIAN DR	62186	17	13
Residential	1905 S MAIN ST	14744	11	6
Residential	4714 LEISURE DR	91204	14	7
Residential	2020 FRINGEWOOD DR	116046	14	13
Residential	2017 FRINGEWOOD DR	114588	46	22
Residential	5502 LOS PATIOS DR	119216	11	8
Residential	1217 BURCHILL DR	17334	12	10
Residential	4414 VERSAILLES DR	90644	12	9

Residential	4905 BROWNWOOD DR	16286	11	5
Residential	4605 VERSAILLES DR	90504	11	6
Residential	4208 EDGEBROOK PL	110474	10	5
Residential	315 S BENTWOOD DR	91246	14	4
Residential	3604 AMELIA DR	62730	10	6
Residential	4703 WILSHIRE DR	90812	10	14
Residential	1612 HODGES ST	82528	11	10
Residential	902 PRINCETON AV	18408	11	5
Residential	2510 CONCORD AV	40560	21	10
Residential	608 W COWDEN AV	21510	12	10
Residential	13 BRISTOL CT	47606	21	24
Residential	3211 SHELL AV	47722	12	7
Residential	905 HARVARD AV	18320	38	25
Residential	3701 STANOLIND AV	84170	12	16
Residential	1800 W MICHIGAN AV	88086	16	4
Residential	1406 COLLEGE AV	86802	10	13
Residential	2801 SENTINEL DR	48260	26	15
Residential	608 W NOBLES AV	21536	12	10
Residential	710 W NOBLES AV	67932	12	4
Residential	3529 SEABOARD AV	18122	10	7
Residential	810 N LORAIN ST	66902	21	17
Residential	900 N BAIRD ST	16900	10	8
Residential	1401 HARVARD AV	13688	14	6
Residential	108 E LOUISIANA AV	40318	12	10
Residential	2402 WYDEWOOD DR	96060	7	12
Residential	5705 DEVLIN PL	33578	10	10
Residential	5808 DEVLIN PL	33688	11	10
Residential	4724 LAURA DR	14100	13	6
Residential	507 LIDDON AV	20072	15	12
Residential	3108 STANOLIND AV	47936	22	16
Residential	3304 TERRACE AV	40682	12	9
Residential	1110 E PARKER AV	90158	11	15
Residential	1511 N B ST	18494	14	14
Residential	1405 N MAIN ST	38664	13	11
Residential	1201 LAWSON AV	100084	31	21
Residential	2002 BOYD AV	83606	25	25
Residential	1302 LAWSON AV	90446	10	4
Residential	208 W JAX AV	20230	18	15
Residential	1512 N MAIN ST	12052	19	10
Residential	2106 N N ST	126512	11	8
Residential	3325 FANNIN AV	40724	20	14
Residential	3107 SEABOARD AV	47944	11	8
Residential	1309 E ESTES AV	23888	12	11
Residential	1003 W GOLF COURSE RD	32120	11	1
Residential	2903 AURORA LN	84634	11	10
Residential	4707 ELMA DR	95438	7	12
Residential	5607 CAMDEN	32588	23	5

Residential	2406 GULF AV	94880	14	32
Residential	2505 STANOLIND AV	88516	40	22
Residential	1117 E NOBLES AV	90186	11	7
Residential	3329 CIMMARON AV	40792	16	9
Residential	5604 FENWAY	32548	13	9
Residential	4309 TANNER DR	61996	11	8
Residential	3631 HYDE PARK AV	84410	12	7
Residential	2513 SEABOARD AV	37634	12	14
Residential	1315 E ESTES AV	23894	12	7
Residential	2308 HUMBLE AV	94832	18	6
Residential	3225 SYCAMORE AV	21734	15	11
Residential	410 N BENTWOOD DR	93538	15	9
Residential	1801 MULBERRY LN	24342	10	6
Residential	4213 EDGEBROOK PL	110466	10	13
Residential	1206 E ESTES AV	31348	16	12
Residential	2211 HOLLOWAY AV	18680	12	8
Residential	3911 ROOSEVELT DR	60624	21	11
Residential	2001 WARD ST	88710	26	19
Residential	2516 SHELL AV	44724	11	9
Residential	4703 PRESTON DR	95634	24	37
Residential	3307 STANOLIND AV	48030	14	25
Residential	3628 IMPERIAL AV	84470	11	4
Residential	3227 WHITTLE WAY	95272	10	6
Residential	3332 FANNIN AV	40782	11	6
Residential	3314 TERRACE AV	40692	20	15
Residential	1 MARINOR CT	29824	10	4
Residential	418 IDLEWILDE DR	93588	9	11
Residential	4604 W ILLINOIS AV	92382	13	9
Residential	4302 LANHAM ST	90346	19	17
Residential	1700 CIMMARON DR	19456	20	11
Residential	1603 W DENGAR AV	19460	23	24
Residential	600 N TERRELL ST	40274	10	6
Residential	3511 WOODHAVEN DR	80970	19	15
Residential	414 W PECAN AV	43008	10	9
Residential	717 W PINE AV	80030	19	12
Residential	3400 SALISBURY PL	80692	35	10
Residential	4518 FAIRBANKS DR	26950	10	7
Residential	4108 RADCLIFF CT	81122	17	20
Residential	3714 MARK LN	26962	11	11
Residential	5302 RIO GRANDE AV	54076	10	8
Residential	2612 N GARFIELD ST	25388	15	15
Residential	1602 SEABOARD AV	11884	24	25
Residential	4403 WOODHOLLOW DR	15858	33	10
Residential	1809 MAPLE AV	66328	13	9
Residential	1817 MAGNOLIA AV	66368	30	25
Residential	1620 MAGNOLIA AV	65972	29	11
Residential	3905 ARROYO DR	81000	12	10

Residential	1825 E SCHARBAUER DR	66412	11	9
Residential	13 CHATHAM CT	28104	15	8
Residential	3500 CLAREMONT DR	27236	11	5
Residential	4800 CLAYTON CT	27706	10	9
Residential	1103 E JAX AV	16390	25	13
Residential	906 N DALLAS ST	40018	14	6
Residential	2303 REGAL PL	96268	11	5
Residential	2304 LINDORA WAY	96288	10	13
Residential	5604 HEARTLAND AV	33142	18	16
Residential	5406 HEARTLAND CT	33004	6	10
Residential	3505 PRINCETON AV	44480	8	11
Residential	2002 W MISSOURI AV	87530	11	9
Residential	4622 W CUTHBERT AV	39526	14	9
Residential	2608 RACQUET CLUB DR	25460	16	25
Residential	10 BELFIELD CT	43240	16	8
Residential	1703 BUTTERNUT LN	81836	10	11
Residential	1 AMHURST CT	43230	23	18
Residential	5 CAMBRIDGE CT	43266	16	9
Residential	1701 BUTTERNUT LN	81834	10	5
Residential	408 HICKORY AV	45302	10	7
Residential	1506 DOUGLAS AV	82276	12	13
Residential	1201 E HAMBY AV	24588	13	9
Residential	3706 HUMBLE AV	84082	11	8
Residential	1909 ENGLISH DR	81632	18	14
Residential	2417 APPERSON DR	82980	12	8
Residential	2816 DURANT DR	43328	12	13
Residential	3605 NORTHFIELD DR	81054	13	11
Residential	1502 W PINE AV	89792	13	8
Residential	4519 FAIRBANKS DR	26874	10	10
Residential	2700 N GARFIELD ST	65254	13	10
Residential	401 E PECAN AV	45750	10	7
Residential	3208 MAXWELL DR	43586	28	24
Residential	3201 RACQUET CLUB DR	31074	30	24
Residential	1819 MAGNOLIA AV	66366	13	7
Residential	4300 ARROYO DR	71990	19	16
Residential	2819 METZ DR	88278	9	10
Residential	2503 DARTMOUTH DR	28170	13	6
Residential	8 FAIRFAX CT	28066	10	10
Residential	2816 MARMON DR	43386	10	27
Residential	1621 E PECAN AV	65786	13	7
Residential	3302 PINEMONT DR	27748	13	5
Residential	2819 HAYNES DR	88330	8	13
Residential	114 E PARKER AV	64704	8	13
Residential	2201 SINCLAIR AV	98016	14	16
Residential	1600 WINFIELD RD	11780	10	5
Residential	2403 STANOLIND AV	94898	10	15
Residential	2209 WARD ST	88668	18	10

Residential	3303 STEWART AV	40942	10	5
Residential	201 E OAK AV	45616	18	16
Residential	714 W DORMARD AV	12688	17	17
Residential	903 HARVARD AV	18318	11	9
Residential	1709 DOUGLAS AV	82240	14	11
Residential	9 BRISTOL CT	47598	20	7
Residential	2105 WYDEWOOD DR	96376	17	7
Residential	2822 DURANT DR	43334	11	5
Residential	2815 W DENGAR AV	78988	10	6
Residential	3228 CAMARIE AV	41574	8	12
Residential	3313 WEDGWOOD ST	80634	12	16
Residential	4425 FAIRGATE DR	104744	11	7
Residential	1509 BUTTERNUT LN	81820	9	10
Residential	3703 GODFREY ST	80586	26	11
Residential	1505 MANOR CT	78078	9	10
Residential	2504 CAMARIE AV	29746	24	13
Residential	2405 CAMARIE AV	29424	18	12
Residential	1 CHATHAM CT	28080	11	9
Residential	4102 ANGELINA DR	102852	24	16
Residential	1610 E PINE AV	65772	11	5
Residential	3305 DURANT DR	43574	12	5
Residential	2505 CANDLE TREE CV	63878	12	11
Residential	4404 DALTON DR	15512	25	33
Residential	2911 SAND HILL CR	82754	28	23
Residential	3902 TRINITY DR	114948	17	18
Residential	10 CAMBRIDGE CT	43260	13	12
Residential	1703 N H ST	23752	14	12
Residential	1603 N I ST	82404	14	11
Residential	2600 WHITNEY DR	77764	10	6
Residential	4315 CRENSHAW DR	28918	12	11
Residential	4104 ARROYO DR	72016	12	10
Residential	4302 DAWN CR	71834	27	19
Residential	4007 WESTMINISTER DR	72346	10	9
Residential	4011 WESTMINISTER DR	72342	16	14
Residential	4013 WESTMINISTER DR	72340	11	7
Residential	717 W DORMARD AV	79932	10	8
Residential	2820 MAXWELL DR	88118	11	11
Residential	2812 PURPLE SAGE TR	82824	29	10
Residential	4900 FIELDS PL	63852	10	5
Residential	5100 ASHDOWN PL	68806	18	8
Residential	3806 CRESTRIDGE DR	20772	12	7
Residential	4714 GATEWAY ST	21004	11	7
Residential	4508 CHERRYWOOD DR	15818	17	18
Residential	2907 MARANATHA PL	96018	13	10
Residential	1202 DOUGLAS AV	13778	21	11
Residential	2407 HAYNES DR	32030	10	9
Residential	2411 HAYNES DR	32034	16	16

Residential	4402 STILLMEADOW DR	72320	11	8
Residential	4402 WESTMINISTER DR	72366	13	13
Residential	1121 E PINE AV	77426	18	11
Residential	2304 AUBURN PL	31954	41	24
Residential	202 E SHANDON AV	12284	16	6
Residential	2411 MAXWELL DR	28142	17	11
Residential	2805 STUTZ DR	88144	19	13
Residential	5002 CANADIAN AV	53278	21	22
Residential	4003 DYER CR	72622	12	11
Residential	3107 AUBURN DR	43632	30	23
Residential	1612 WINFIELD RD	11792	22	21
Residential	3305 PINEMONT DR	27834	21	22
Residential	1507 N LAMESA RD	12172	11	8
Residential	2100 HUGHES ST	88648	11	13
Residential	2508 HUMBLE AV	88586	14	9
Residential	811 LAWSON AV	18430	15	7
Residential	4406 W DENGAR AV	70456	13	6
Residential	5808 SUNDANCE PL	33792	14	4
Residential	3516 GULF AV	18166	10	8
Residential	1804 HUGHES ST	88794	11	6
Residential	909 PRINCETON AV	18356	39	18
Residential	804 HARVARD AV	18382	27	25
Residential	406 S TILDEN ST	36332	11	10
Residential	401 S JACKSON ST	36370	11	6
Residential	704 SANDELWOOD DR	23068	13	8
Residential	706 HARMONY DR	23092	13	13
Residential	3519 W OHIO AV	43186	16	12
Residential	609 S WEATHERFORD ST	75416	16	15
Residential	102 E NOBLES AV	64752	5	16
Residential	5201 STOREY AV	91632	12	9
Residential	1706 N H ST	23734	19	21
Residential	1404 DOUGLAS AV	13770	52	16
Residential	1203 DOUGLAS AV	13736	25	15
Residential	411 W COWDEN AV	20430	18	5
Residential	2702 MARANATHA PL	96002	7	11
Residential	3804 GULF AV	31056	7	12
Residential	4733 W DENGAR AV	95960	14	5
Residential	5605 HIGHLAND BL	33316	11	13
Residential	1406 PRINCETON AV	13762	25	12
Residential	2604 RAINBOW CR	11374	10	10
Residential	1704 MABERRY ST	40650	18	16
Residential	1510 DOUGLAS AV	82280	64	15
Residential	1406 MURRAY ST	52724	13	9
Residential	2901 SENTINEL DR	71658	14	7
Residential	1109 N CARRIZO ST	21556	14	14
Residential	3605 STANOLIND AV	84132	11	8
Residential	3511 GULF AV	23704	11	4

Residential	3809 STANOLIND AV	31042	15	12
Residential	4711 CHEROKEE DR	17138	10	6
Residential	5307 ANETTA DR	116326	17	18
Residential	2209 BOYD AV	14840	15	18
Residential	1506 COLLEGE AV	103774	18	7
Residential	1304 S COLORADO ST	14324	21	15
Residential	3616 SPRINGMONT DR	27658	6	10
Residential	4501 FAIRBANKS DR	26856	14	12
Residential	4206 GLENEAGLES DR	55628	14	14
Residential	5213 SAN ANTONIO AV	53732	6	13
Residential	803 NEELY AV	22984	7	10
Residential	3704 TRINITY DR	80542	25	16
Residential	3201 APPERSON DR	43528	12	9
Residential	4124 FOX HOLLOW CT	81164	13	6
Residential	5600 HATHAWAY CT	33288	18	10
Residential	5810 CRANSTON PL	104982	8	17
Residential	3517 WEDGWOOD ST	80604	6	11
Residential	4122 RADCLIFF CT	81130	17	14
Residential	3905 NASWORTHY PL	54158	13	13
Residential	5702 DEVLIN PL	33586	10	9
Residential	910 PRINCETON AV	18400	22	11
Residential	1119 N CARRIZO ST	21566	12	8
Residential	912 PRINCETON AV	18418	16	27
Residential	1109 E CUTHBERT AV	31176	10	8
Residential	602 E ESTES AV	68308	12	9
Residential	900 PRINCETON AV	18410	27	21
Residential	1902 MORGAN WAY	81512	9	10
Residential	908 SHIRLEY CT	39150	10	5
Residential	2757 RACQUET CLUB DR	65314	19	12
Residential	1605 COUNTRY CLUB DR	32386	19	13
Residential	5511 HILLCREST	33162	11	7
Residential	5800 DEVLIN PL	33696	19	21
Residential	5605 HATHAWAY CT	33266	11	12
Residential	3102 PRINCETON AV	71762	12	3
Residential	3902 MONTY DR	60638	15	35
Residential	2608 BRUNSON AV	18558	10	6
Residential	2401 SINCLAIR AV	77102	23	19
Residential	2904 WYDEWOOD DR	95914	8	12
Residential	1606 N I ST	82390	17	9
Residential	1802 SPARKS ST	33824	16	12
Residential	3407 CLAREMONT DR	27120	14	23
Residential	3413 MARK LN	27258	7	13
Residential	3508 IMPERIAL AV	41234	22	16
Residential	4508 PASADENA DR	89350	14	10
Residential	2602 MARIANA AV	58862	12	10
Residential	3005 VIRGINIA AV	126956	11	10
Residential	1902 E PINE AV	19318	12	9

Residential	1917 E PINE AV	19344	10	6
Residential	1914 E PINE AV	19306	14	11
Residential	2908 CALDERA BL	126260	14	12
Residential	3008 VIRGINIA AV	125364	9	15
Residential	904 GOLIAD DR	11198	9	12
Residential	6507 LOS CONCHOS LN	129554	0	14
Residential	1110 PUEBLO	79364	14	5
Residential	10 STUTZ CT	31696	12	3
Residential	1206 PUEBLO	79372	12	4
Residential	2606 MAXWELL DR	31656	11	7
Residential	3907 PLACID CT	78218	15	13
Residential	3910 NASWORTHY PL	54174	5	10
Residential	1011 GODFREY ST	78518	14	7
Residential	4300 LEDDY DR	61792	17	14
Residential	3801 BEDFORD AV	78264	9	10
Residential	1303 MCDONALD ST	97254	14	7
Residential	1 AUBURN CT	31708	14	9
Residential	5701 SABINE DR	128032	16	19
Residential	2801 PRINCETON AV	58074	11	1
Residential	3411 W LOUISIANA AV	23330	9	14
Residential	1209 W INDIANA AV	86760	15	5
Residential	5732 GRASSLAND BL	33568	18	21
Residential	5605 HILLCREST	33158	11	9
Residential	5200 THOMASON DR	91768	10	7
Residential	511 RUBY DR	61192	11	6
Residential	303 ROCKYLANE DR	91516	16	12
Residential	1607 BEDFORD DR	32416	27	14
Residential	4403 BROOKDALE DR	89068	9	16
Residential	2112 W MICHIGAN AV	38722	13	8
Residential	501 S CLAY ST	36506	25	20
Residential	5411 HILLCREST CT	33014	18	22
Residential	3212 W ILLINOIS AV	79240	11	10
Residential	1103 W KENTUCKY AV	87060	13	11
Residential	3608 W LOUISIANA AV	57414	22	13
Residential	2303 COLLEGE AV	18820	10	8
Residential	2210 HOLLOWAY AV	101912	10	8
Residential	400 SWEETBRIAR DR	93664	15	13
Residential	2201 HARVARD AV	82090	11	7
Residential	1402 MURRAY ST	23818	17	9
Residential	5604 RIDGEMONT	33218	17	17
Residential	5403 HILLCREST CT	33022	20	13
Residential	2407 STOREY AV	42278	12	4
Residential	3803 MONTY DR	60434	10	10
Residential	4621 RIC DR	93268	11	6
Residential	4307 HARLOWE DR	61958	18	21
Residential	4306 VERSAILLES DR	62230	25	7
Residential	5115 W ILLINOIS AV	91726	18	12

Residential	4418 THOMASON DR	100858	14	3
Residential	4702 RIC DR	93396	10	4
Residential	3710 TANNER DR	60520	10	9
Residential	1311 S MAIN ST	14280	15	3
Residential	1307 CARTER AV	37760	19	17
Residential	2810 FRANKLIN AV	58332	12	10
Residential	4817 RIC DR	93694	12	8
Residential	4017 ROOSEVELT DR	61674	7	14
Residential	4311 MONTY DR	61912	6	20
Residential	6000 GREEN HILL CT	34064	12	14
Residential	403 HOLLY DR	59514	10	10
Residential	2503 W KENTUCKY AV	18932	12	9
Residential	118 N GLENWOOD DR	92258	15	10
Residential	4922 BROWNWOOD DR	16332	13	20
Residential	5207 GREATHOUSE AV	115618	20	19
Residential	5111 RIC DR	93910	10	6
Residential	4315 LEDDY DR	61820	7	11
Residential	2301 W KENTUCKY AV	18884	10	8
Residential	4203 MONTY DR	61618	11	12
Residential	605 BROOKS DR	61118	11	12
Residential	4502 THOMASON DR	92804	15	12
Residential	117 N EISENHOWER DR	92468	18	7
Residential	5101 SUNNYSIDE DR	93762	11	7
Residential	3915 TANNER DR	60740	13	11
Residential	5205 SUNNYSIDE DR	93728	15	10
Residential	4205 HARLOWE DR	61584	3	10
Residential	120 N EISENHOWER DR	92626	31	21
Residential	3203 SYCAMORE AV	21756	11	10
Residential	803 S WEATHERFORD ST	75878	13	10
Residential	302 S EISENHOWER DR	91178	26	19
Residential	407 EDGEWOOD DR	93414	11	6
Residential	3103 MARIANA AV	22126	11	9
Residential	413 WOODCREST DR	93462	15	14
Residential	3410 THOMAS AV	59280	11	8
Residential	4607 W ILLINOIS AV	92300	10	8
Residential	1913 GLADEWOOD DR	115086	14	21
Residential	2001 GLADEWOOD DR	114472	25	18
Residential	2009 GLADEWOOD DR	114860	20	10
Residential	1501 S ATLANTA ST	74150	10	7
Residential	110 N DEWBERRY DR	92448	18	8
Residential	108 N DEWBERRY DR	92446	10	6
Residential	4809 SHADYLANE DR	91818	11	4
Residential	500 CANYON DR	61084	13	9
Residential	2700 W WASHINGTON AV	19000	12	12
Residential	1505 S BAIRD ST	73818	13	12
Residential	4916 ISLAND DR	35542	11	10
Residential	11 HAWTHORNE DR	68622	17	18

Residential	5003 TEAKWOOD TRCE	35070	20	18
Residential	6202 SEQUOIA DR	34790	32	22
Residential	5503 BEECHWOOD CT	35076	19	26
Residential	1313 BRIGHTON PL	69234	10	9
Residential	5011 WHITMAN DR	63978	13	5
Residential	308 E SPRUCE AV	45964	21	12
Residential	1119 E OAK AV	68106	5	12
Residential	3402 NORTHFIELD DR	80856	13	8
Residential	2412 DARTMOUTH DR	28238	16	13
Residential	4805 LOS ALAMITOS DR	69218	12	6
Residential	5006 CANDLE TREE CV	63890	19	12
Residential	2318 W KANSAS AV	42238	7	10
Residential	5463 JUNIPER CT	35034	3	10
Residential	3102 AUBURN DR	43740	22	9
Residential	4314 ARROYO DR	71976	22	14
Residential	4721 W DENGAR AV	95948	23	21
Residential	2515 SHELL AV	44752	22	20
Residential	2811 FRONTIER AV	79094	11	9
Residential	3302 W SHANDON AV	40986	10	8
Residential	3605 JORDAN AV	84494	29	24
Residential	5003 CONCHO DR	53248	10	10
Residential	3207 REO DR	43656	10	11
Residential	203 E SPRUCE AV	46064	10	7
Residential	4918 ISLAND DR	35544	11	13
Residential	6502 DRIFTWOOD DR	34984	23	32
Residential	5306 SHADY BEND CT	35760	37	21
Residential	6820 ISLAND CR	35576	9	18
Residential	4525 CORSAIR CT	35674	26	22
Residential	5305 SHADY BEND CT	35740	21	29
Residential	5309 SHADY BEND CT	35742	14	21
Residential	6814 ISLAND CR	35570	8	11
Residential	4013 BAYBROOK DR	51102	21	21
Residential	1816 E OAK AV	66354	10	8
Residential	4504 WATSON CT	28696	15	7
Residential	1829 DUKES DR	64468	16	12
Residential	1329 TERRA CT	69262	15	16
Residential	1808 DUKES DR	64322	9	11
Residential	4905 SUNDOWN CR	82850	18	2
Residential	2700 CALDERA DR	82930	22	14
Residential	23 LAKES DR	68688	30	24
Residential	125 BAYBERRY PARKWAY	50964	27	16
Residential	6403 DRIFTWOOD DR	34704	17	12
Residential	4505 CORSAIR CT	35664	18	17
Residential	4479 HACKBERRY CT	34638	0	10
Residential	8 LAKES DR	68658	13	1
Residential	5011 CASTLEFORD RD	69032	7	15
Residential	3111 HAYNES DR	43686	11	4

Residential	4000 RADCLIFF CT	81218	10	9
Residential	2800 W SHANDON AV	29762	27	15
Residential	1610 N H ST	90436	28	10
Residential	2508 SHELL AV	44730	10	7
Residential	2201 WELLINGTON CT	64154	11	9
Residential	1403 DAVENTRY PL	69204	19	14
Residential	5002 CANDLE TREE CV	63886	25	13
Residential	4807 BISHOPS CASTLE DR	64224	5	10
Residential	3301 STANOLIND AV	48036	11	10
Residential	3201 N I ST	19520	14	8
Residential	1611 MAGNOLIA AV	65940	18	13
Residential	3 CHATHAM CT	28084	16	6
Residential	4604 GRAHAM DR	28440	13	11
Residential	4808 BISHOPS CASTLE DR	64182	19	6
Residential	1106 COTTONWOOD AV	47378	16	9
Residential	2608 MCCLINTIC ST	25456	25	16
Residential	5604 CAMDEN	32522	21	20
Residential	4949 RUSTIC TR	35438	11	17
Residential	4113 FAIRWOOD DR	51054	49	20
Residential	3810 CRESTGATE AV	20790	13	11
Residential	2311 STUTZ PL	31906	12	5
Residential	2824 MARMON DR	43394	22	7
Residential	1208 MAPLE AV	22672	10	9
Residential	2609 W WADLEY AV	29714	18	4
Residential	3806 WEDGWOOD CT	80518	23	24
Residential	3212 APPERSON DR	43492	20	9
Residential	1106 HICKORY AV	22496	15	13
Residential	1 FAIRFAX CT	28052	13	6
Residential	2606 KESWICK CV	82952	4	24
Residential	4702 KNIGHTS PL	64310	18	15
Residential	4301 CRESTRIDGE DR	20858	14	10
Residential	2904 NORTHTOWN PL	25826	11	10
Residential	1610 VENTURA AV	89824	13	4
Residential	3319 CAMARIE AV	41032	23	19
Residential	3405 CRESTMONT DR	27470	11	7
Residential	6920 SUNRISE CT	35724	16	21
Residential	7011 COURTNEY CT	35820	19	13
Residential	7004 CALEN CT	100868	30	22
Residential	116 WINDRIDGE CR	107578	19	10
Residential	4601 BREEZEWAY CT	35944	9	10
Residential	5304 CHESLEY CT	35320	12	6
Residential	5113 TEAKWOOD TRCE	35052	12	10
Residential	1808 CASTLEFORD RD	64386	11	2
Residential	4808 KNIGHTS PL	64668	7	12
Residential	4611 CHERRYWOOD DR	15920	12	5
Residential	4604 ROSEWOOD DR	15938	20	19
Residential	4700 BISHOPS CASTLE DR	64196	19	15

Residential	4406 WOODHOLLOW DR	15864	18	11
Residential	1606 SEABOARD AV	11888	24	12
Residential	1400 W PECAN AV	38858	25	2
Residential	1800 N H ST	23726	12	12
Residential	2610 SENTINEL DR	48224	11	4
Residential	4109 RADCLIFF CT	81144	15	10
Residential	3909 CONROE ST	54128	11	14
Residential	808 N LORAIN ST	66900	12	9
Residential	3205 SEABOARD AV	47922	17	7
Residential	2601 NORTHRUP DR	77762	11	9
Residential	2002 N N ST	15000	12	8
Residential	706 BOYD AV	52906	24	4
Residential	2205 GERALDINE ST	85184	10	10
Residential	3526 HYDE PARK AV	41328	9	10
Residential	3619 W WADLEY AV	84536	10	9
Residential	1600 N TERRELL ST	12192	20	13
Residential	2607 LOCKHEED DR	48220	10	9
Residential	805 STANOLIND AV	22892	14	12
Residential	2601 N N ST	25398	16	15
Residential	3403 SINCLAIR AV	77842	13	14
Residential	3609 GASTON DR	60122	11	9
Residential	5121 BELAIRE DR	93820	14	6
Residential	1804 W MICHIGAN AV	88088	10	8
Residential	1808 W KENTUCKY AV	87832	11	5
Residential	3121 THOMAS AV	22156	11	10
Residential	3807 AVONDALE DR	60774	10	8
Residential	3603 TANNER DR	60096	29	18
Residential	4305 MONTY DR	61918	18	9
Residential	4605 PASADENA DR	89266	16	11
Residential	5103 PLEASANT CT	89534	12	6
Residential	3214 W ILLINOIS AV	79238	13	11
Residential	4709 LAURA DR	14066	16	5
Residential	2602 FRANKLIN AV	58400	16	11
Residential	3700 W MICHIGAN AV	57496	10	9
Residential	4615 BOWIE DR	13956	10	6
Residential	4608 CROCKETT AV	13924	12	10
Residential	1607 HOLLOWAY AV	86826	14	10
Residential	4612 LAURA DR	14150	10	4
Residential	1703 W KENTUCKY AV	87856	10	8
Residential	2102 W WASHINGTON AV	87944	12	8
Residential	402 STONYBROOK DR	93720	13	9
Residential	3512 TRAVIS AV	59978	16	18
Residential	3110 BARKLEY AV	82642	17	8
Residential	4702 ANETTA DR	88930	12	9
Residential	4604 COMANCHE DR	16966	17	12
Residential	4718 KIOWA DR	17108	11	9
Residential	4615 W CUTHBERT AV	14182	19	16

Residential	511 S CARVER ST	52136	13	3
Residential	1205 W KENTUCKY AV	87086	21	17
Residential	1401 COLLEGE AV	86868	17	14
Residential	1603 HOLLOWAY AV	86824	36	10
Residential	4427 LEDDY DR	93056	8	18
Residential	2304 COLLEGE AV	18710	15	25
Residential	4021 MONTY DR	61638	10	7
Residential	304 E PENNSYLVANIA AV	75686	11	6
Residential	705 S MARSHALL ST	75774	8	10
Residential	702 S LORAIN ST	75606	18	8
Residential	4513 STOREY AV	93156	22	10
Residential	3209 THOMAS AV	22216	10	9
Residential	1701 COLLEGE AV	87842	10	7
Residential	711 S BENTON ST	36916	11	6
Residential	606 S COLORADO ST	75520	17	13
Residential	3120 W ILLINOIS AV	52506	11	6
Residential	2704 FRANKLIN AV	58362	11	11
Residential	4408 BROOKDALE DR	89080	19	3
Residential	707 S ATLANTA ST	75792	4	10
Residential	4204 FAIRWOOD PL	110408	18	16
Residential	4208 PASADENA DR	63136	13	12
Residential	4307 PASADENA DR	63172	10	10
Residential	4619 CHEROKEE DR	17104	11	2
Residential	7900 EDINBURGH DR	59166	17	13
Residential	8201 DUNBLANE DR	59180	29	12
Residential	4613 WOODBAR CT	120900	14	10
Residential	4624 HILLTOP DR	118930	15	11
Residential	1704 KEITH ST	20122	16	11
Residential	7911 DUNBLANE DR	59170	7	18
Residential	4200 BAYBROOK PL	110420	14	16
Residential	208 E SUMMIT AV	15318	16	14
Residential	400 E SUMMIT AV	15210	10	11
Residential	5210 GREATHOUSE AV	115620	16	11
Residential	5018 TROBAUGH BLVD	120444	23	26
Residential	506 E PECK AV	15248	13	10
Residential	503 E WOLCOTT AV	15180	14	15
Residential	4402 CRENSHAW DR	28656	22	11
Residential	1204 MANOR ST	78394	12	2
Residential	4816 WOODHOLLOW DR	111594	11	13
Residential	1408 NAVAJO	79570	10	9
Residential	5005 GATEWAY CT	129964	10	7
Residential	4513 ROBIN LN	48760	13	13
Residential	6306 HOMESTEAD BLVD	126634	21	8
Residential	6307 HOMESTEAD BLVD	126650	9	10
Residential	2602 KESWICK CV	82956	10	8
Residential	6303 DRIFTWOOD DR	34692	11	8
Residential	4807 TIMBER LN	21044	14	9

Residential	3613 APOLLO CT	21094	12	10
Residential	4517 HILLTOP DR	15884	13	10
Residential	2809 MOSS AV	88358	15	13
Residential	4002 WESTMINISTER DR	72308	16	9
Residential	4004 WESTMINISTER DR	72306	11	5
Residential	3346 PROVIDENCE DR	64944	10	9
Residential	2005 N H ST	79192	11	10
Residential	2501 NEELY AV	37582	20	12
Residential	2600 NEELY AV	29616	14	7
Residential	5004 BRUNSWICK CR	63468	13	3
Residential	4605 MEADOWWOOD CT	99410	16	9
Residential	4901 HEATHER RD	69056	21	15
Residential	4411 CARDINAL LN	48724	22	21
Residential	2105 BRADFORD CT	64530	17	19
Residential	2610 EMERSON DR	54918	11	9
Residential	1405 E OAK AV	43824	14	10
Residential	4101 DAWN CR	71904	25	11
Residential	3301 FELDSPAR LN	118580	11	1
Residential	3303 FELDSPAR LN	119242	13	12
Residential	901 VENTURA AV	39134	19	9
Residential	1700 NORMANDY LN	64568	16	13
Residential	3312 CIMMARON AV	40834	16	10
Residential	1510 COMMUNITY LN	82406	14	14
Residential	5803 SUNDANCE PL	33780	11	10
Residential	1107 DELMAR ST	13386	9	11
Residential	1005 AINSLEE ST	70240	3	14
Residential	4803 WHITMAN DR	82882	10	10
Residential	6010 QUEENS CT	34182	4	11
Residential	4817 RICHMOND DR	64348	16	14
Residential	4708 MELVILLE DR	90400	10	7
Residential	5205 N MIDLAND DR	48736	15	18
Residential	712 AINSLEE ST	90066	13	1
Residential	5504 HEARTLAND CT	33010	38	18
Residential	1013 WARD ST	58088	11	8
Residential	5713 HEARTLAND AV	33136	15	19
Residential	3103 TRAVIS AV	21666	11	10
Residential	4509 ROOSEVELT DR	92744	20	5
Residential	722 W KANSAS AV	19742	11	6
Residential	1200 STOREY AV	54668	37	19
Residential	608 N TYLER ST	24458	10	10
Residential	3104 DOUGLAS DR	71698	9	11
Residential	2512 HARVARD AV	57990	23	22
Residential	2002 REGAL PL	96336	4	22
Residential	4612 BOWIE DR	13976	14	14
Residential	2623 DELANO AV	58566	17	17
Residential	1306 W TENNESSEE AV	88504	24	25
Residential	5122 SUNNYSIDE DR	93864	14	8

Residential	4500 W CUTHBERT AV	39490	10	7
Residential	201 S H ST	86622	27	22
Residential	409 S MARSHALL ST	75134	18	3
Residential	3805 STOREY AV	23616	11	12
Residential	4817 STOREY AV	91928	11	9
Residential	1611 W KANSAS AV	32282	17	14
Residential	5404 DREXEL CT	32974	13	5
Residential	5707 PEDERNALES DR	125160	15	15
Residential	3318 BAUMANN AV	23038	6	25
Residential	1307 LAWSON AV	90456	14	6
Residential	1716 HARRISON ST	74212	22	21
Residential	1720 S ATLANTA ST	74266	11	8
Residential	1701 S MARSHALL ST	74338	19	12
Residential	1701 S MINEOLA ST	74382	16	11
Residential	1708 S MARSHALL ST	74348	1	15
Residential	4956 RUSTIC TR	35282	13	14
Residential	1013 WHITAKER ST	26094	10	8
Residential	1309 S MARSHALL ST	73628	10	3
Residential	1403 S MINEOLA ST	73584	12	10
Residential	1401 S ATLANTA ST	73680	10	6
Residential	1008 S MINEOLA ST	73320	11	12
Residential	1010 S DALLAS ST	73336	18	13
Residential	1005 S JEFFERSON ST	73268	18	14
Residential	1008 S BAIRD ST	76250	12	5
Residential	1000 S WEATHERFORD ST	76220	10	4
Residential	1308 S TERRELL ST	73480	12	11
Residential	1108 MORAN ST	49464	11	10
Residential	1208 W NEW JERSEY AV	49402	0	13
Residential	3 SANTA ANITA LN	68500	116	21
Residential	4104 RADCLIFF CT	81120	22	6
Residential	4304 DAWN CR	102954	16	8
Residential	4009 WESTMINISTER DR	72344	12	8
Residential	6302 DRIFTWOOD DR	34964	12	13
Residential	2504 DARTMOUTH DR	28184	10	4
Residential	3200 STUTZ DR	43608	15	9
Residential	2802 MAXWELL DR	88136	15	5
Residential	4906 ISLAND DR	35554	29	14
Residential	2802 MARMON DR	43372	10	8
Residential	1900 ENGLISH DR	81546	13	5
Residential	1703 HUNTINGTON ST	40618	18	17
Residential	1510 WALNUT LN	24270	17	23
Residential	3213 SHELL AV	47720	20	16
Residential	2521 GULF AV	88574	11	15
Residential	1323 E ESTES AV	23902	10	10
Residential	609 E CUTHBERT AV	68346	12	8
Residential	1704 GARDEN LN	24014	14	3
Residential	1303 E OAK AV	43806	45	22

Residential	4902 FIELDS PL	63850	22	104
Residential	4303 FERNCLIFF AV	84874	10	8
Residential	804 SINCLAIR AV	39940	8	12
Residential	2303 SEABOARD AV	94954	18	13
Residential	2200 COUNTRY CLUB DR	82022	10	10
Residential	1101 N GARFIELD ST	70058	53	10
Residential	2204 COUNTRY CLUB DR	82026	23	9
Residential	205 S MADISON ST	51896	12	5
Residential	5114 BELAIRE DR	93936	14	11
Residential	4117 RADCLIFF CT	81140	11	10
Residential	2809 RACQUET CLUB DR	65324	12	7
Residential	2111 BUTTERNUT LN	81880	14	10
Residential	310 HICKORY AV	45282	13	10
Residential	418 ELM AV	45232	10	16
Residential	901 W KANSAS AV	38294	13	4
Residential	407 S ADAMS ST	36388	11	8
Residential	4707 NEELY AV	96042	17	12
Residential	1602 W WASHINGTON AV	87184	12	9
Residential	6 BRISTOL CT	47592	10	6
Residential	1605 E GOLF COURSE RD	81410	17	15
Residential	2700 RACQUET CLUB DR	65272	12	9
Residential	2609 W DENGAR AV	29998	5	18
Residential	3406 WEDGWOOD ST	80720	11	9
Residential	3305 WEDGWOOD ST	80642	11	11
Residential	4210 FERNCLIFF AV	84906	20	16
Residential	2603 WARD ST	77680	29	22
Residential	1000 W KENTUCKY AV	86974	14	15
Residential	2908 GODDARD PL	25866	18	14
Residential	3 REO CT	43724	14	5
Residential	4602 TEAKWOOD TRCE	34612	13	9
Residential	3110 AUBURN DR	43732	12	8
Residential	1905 CRESCENT PL	20538	25	16
Residential	2828 MAXWELL DR	88110	13	4
Residential	4116 BAYBROOK DR	51034	11	29
Residential	2309 NEELY AV	16698	10	2
Residential	2002 HARVARD AV	82094	13	4
Residential	218 WINDRIDGE CR	107564	20	11
Residential	4013 EDGEBROOK DR	51122	10	6
Residential	5134 ASHDOWN PL	68840	10	5
Residential	4906 LANCASHIRE RD	69100	10	9
Residential	3307 W SHANDON AV	40956	21	9
Residential	710 PINEHURST DR	68472	11	9
Residential	5433 BASSWOOD CR	35102	11	9
Residential	5514 CYPRESS CT	34860	23	10
Residential	5008 KING RICHARDS ROW	34314	11	11
Residential	1500 CASTLEFORD RD	64252	10	6
Residential	20 LAKES DR	68682	8	25

Residential	4109 FAIRWOOD DR	51056	12	11
Residential	4506 PALMER DR	28580	13	7
Residential	1319 TERRA CT	69272	18	17
Residential	1711 NORMANDY LN	64582	35	21
Residential	2309 W SHANDON AV	29484	10	9
Residential	4703 GREEN TREE BL	34740	12	3
Residential	4964 RUSTIC TR	35274	4	11
Residential	1101 CASTLEFORD RD	68950	19	18
Residential	7010 ALMEY CT	35802	10	12
Residential	2100 FREEPORT LN	85086	7	13
Residential	4503 GREEN TREE BL	34720	15	15
Residential	3302 OAKMONT DR	27574	12	15
Residential	1004 SHELL AV	11606	4	13
Residential	4317 VALLEY DR	72008	10	14
Residential	4503 LANHAM ST	11080	11	10
Residential	19 WINCHESTER	28334	10	9
Residential	411 HICKORY AV	45330	12	9
Residential	2311 W DENGAR AV	29570	18	14
Residential	3701 CASSADY CT	80564	9	10
Residential	3607 CRESTMONT DR	27492	12	14
Residential	310 ELM AV	45190	6	11
Residential	4413 VERDE GLEN CT	35916	16	8
Residential	3302 WHITNEY DR	43274	11	7
Residential	3711 STANOLIND AV	84160	15	6
Residential	7002 CALEN CT	35858	22	33
Residential	4307 BOULDER DR	71946	21	15
Residential	5309 SCOTTSBORO LN	35294	12	11
Residential	3604 MEADOWRIDGE LN	80980	20	5
Residential	3606 MEADOWRIDGE LN	80978	13	28
Residential	4008 GODFREY ST	72508	12	7
Residential	4703 CRISTA LN	21312	14	6
Residential	3502 CALDERA BL	21116	10	12
Residential	4500 CHERRYWOOD DR	15822	9	10
Residential	2414 NORTHTOWN CT	55078	15	7
Residential	4101 CRESTWOOD AV	20610	13	13
Residential	4209 CRESTWOOD AV	20628	12	15
Residential	2509 GODDARD DR	54812	22	22
Residential	2820 EMERSON PL	25700	14	11
Residential	2513 GODDARD DR	54808	11	10
Residential	5807 CRANSTON PL	33704	15	1
Residential	1203 E HAMBY AV	24590	50	10
Residential	2008 KEITH ST	20016	21	6
Residential	2206 WARD ST	37670	12	12
Residential	803 BOYD AV	39980	11	5
Residential	3204 HIGHSKY DR	84564	11	7
Residential	3334 CIMMARON AV	40856	11	7
Residential	2915 MCDONALD ST	84684	9	13

Residential	1706 CESSNA DR	47622	11	23
Residential	500 WATSON ST	20464	12	9
Residential	1702 NORTHRUP DR	88850	10	5
Residential	2601 IDLEWILDE DR	11416	10	5
Residential	900 PINE CT	39110	13	8
Residential	2604 INWOOD CT	65164	17	12
Residential	2802 STUTZ DR	88196	22	6
Residential	3510 MEADOWRIDGE LN	80746	12	8
Residential	3214 W SHANDON AV	41660	28	23
Residential	3308 HAYNES AV	71854	18	14
Residential	4200 DAWN CR	71866	14	12
Residential	3313 HAYNES AV	71872	16	12
Residential	4200 ARROYO DR	72018	10	8
Residential	3104 AUBURN DR	43738	10	8
Residential	1916 CRESCENT PL	20554	29	18
Residential	112 W DORMARD AV	12372	12	11
Residential	1726 E OAK AV	66202	18	3
Residential	2603 FANNIN AV	29664	12	9
Residential	2610 HUGHES ST	77694	23	19
Residential	206 E PINE AV	45842	12	8
Residential	2806 MAXWELL DR	88132	11	11
Residential	3202 SEABOARD AV	48000	19	16
Residential	3210 SEABOARD AV	48008	29	19
Residential	2401 DARTMOUTH DR	28240	9	10
Residential	5511 SAN SABA AV	123042	17	17
Residential	3109 GULF AV	47828	25	14
Residential	3112 HUMBLE AV	47816	12	8
Residential	3102 SHELL AV	47762	15	12
Residential	6020 HOMESTEAD BL	116296	21	17
Residential	4225 TIMBERGLEN PL	119822	16	10
Residential	2503 TEXLAND CIR	116918	12	7
Residential	2500 TEXLAND CIR	116928	16	12
Residential	2307 TEXLAND CIR	116906	16	17
Residential	4901 HILLTOP DR	119042	9	11
Residential	4904 HILLTOP DR	119030	11	7
Residential	4700 WOODBAR CT	117476	14	11
Residential	1912 PAGEWOOD DR	120146	33	24
Residential	808 ALMONT PL	120860	10	8
Residential	6112 HOMESTEAD BL	120322	17	45
Residential	4213 TIMBERGLEN PL	120840	17	18
Residential	5003 ANETTA DR	116380	13	13
Residential	5204 MATHIS ST	122808	19	27
Residential	5208 WIMBERLEY SPRING CT	124180	11	14
Residential	902 ARTHUR CT	120244	10	5
Residential	4305 TREVINO ST	28778	11	6
Residential	1110 TELLURIDE CT	122636	17	12
Residential	1110 BRECKENRIDGE DR	122356	11	6

Residential	3408 CARDINAL LN	20978	23	18
Residential	1411 W TENNESSEE AV	88442	15	7
Residential	2006 W MICHIGAN AV	38700	10	9
Residential	200 S CARVER ST	51878	12	10
Residential	4729 PRINCETON AV	85460	12	7
Residential	1411 FISHER ST	104010	13	9
Residential	4301 PARKDALE DR	62184	1	13
Residential	2522 FAULKNER DR	90376	10	11
Residential	4312 BROOKDALE DR	63276	20	11
Residential	2705 W KENTUCKY AV	18978	12	10
Residential	5001 PLEASANT DR	89566	9	22
Residential	209 E WOLCOTT AV	104450	12	1
Residential	4601 PARKDALE DR	90876	17	9
Residential	3217 SYCAMORE AV	21742	13	8
Residential	3904 ANETTA DR	62706	16	10
Residential	4610 PASADENA DR	89370	11	7
Residential	4618 ANETTA DR	88966	21	16
Residential	2311 BRUNSON AV	18638	17	11
Residential	1220 S FT WORTH ST	73414	3	10
Residential	3501 W LOUISIANA AV	23362	12	0
Residential	3501 APACHE DR	59808	10	14
Residential	1516 PUEBLO	79458	10	8
Residential	704 W SPRUCE AV	79970	15	6
Residential	406 W PINE AV	42988	8	10
Residential	2503 LEARMONT DR	63572	13	12
Residential	2807 MAXWELL DR	43430	13	13
Residential	3609 MEADOWRIDGE LN	81012	11	5
Residential	4002 BLAKEMORE CT	80992	18	13
Residential	5003 LOS ALAMITOS DR	69140	24	16
Residential	2403 APPERSON DR	82994	12	6
Residential	402 PINWOOD CT	48350	10	9
Residential	3906 EDGEBROOK CT	51152	15	10
Residential	1411 DAVENTRY PL	69212	14	8
Residential	2518 KESWICK RD	63870	11	11
Residential	1710 COVENTRY LN	64644	10	30
Residential	2216 SOUTHHAMPTON LN	64142	10	10
Residential	5114 DAVENTRY PL	68922	23	3
Residential	4906 STONELEIGH DR	64296	13	11
Residential	5115 BRIGHTON PL	68920	10	10
Residential	5111 DAVENTRY PL	68860	9	11
Residential	4907 LOS ALAMITOS DR	69146	10	6
Residential	4813 #4 SPRING MEADOW LN	48492	6	11
Residential	400 E SPRUCE AV	45996	18	12
Residential	4002 LEHIGH DR	72392	10	12
Residential	4609 FLOYD CT	28456	10	9
Residential	5101 ASHDOWN PL	68872	11	7
Residential	3409 CARDINAL LN	484	17	20

Residential	2501 W CUTHBERT AV	42352	19	4
Residential	5714 CROWLEY BL	33088	19	19
Residential	506 S CALHOUN ST	36444	11	2
Residential	112 RIDGLEA DR	67902	7	11
Residential	502 S FT WORTH ST	74984	17	57
Residential	601 W BROADWAY	32268	21	22
Residential	2210 PRINCETON AV	82164	11	9
Residential	713 N LINCOLN ST	55722	13	13
Residential	709 N TILDEN ST	55752	22	10
Residential	2808 PRINCETON AV	48286	24	27
Residential	1801 COLLEGE AV	87824	1	11
Residential	2502 BEDFORD AV	42500	12	11
Residential	4603 BROOKDALE DR	88996	13	3
Residential	5721 GRASSLAND BL	33544	11	11
Residential	1808 W TENNESSEE AV	88076	23	9
Residential	4614 GULF AV	70744	16	22
Residential	2308 REGAL PL	96256	14	10
Residential	2613 W GOLF COURSE RD	48142	10	8
Residential	5804 CRANSTON PL	33720	10	11
Residential	810 N LEE ST	24380	12	9
Residential	3303 THOMAS AV	59362	7	18
Residential	2002 BEDFORD DR	82044	19	9
Residential	910 W CUTHBERT AV	18272	16	14
Residential	1206 BEDFORD DR	13680	32	19
Residential	305 S CLAY ST	36126	8	10
Residential	4711 WILSHIRE DR	90804	10	4
Residential	1200 STANOLIND AV	55182	11	9
Residential	817 NEELY AV	22970	16	3
Residential	2201 WINFIELD RD	83706	35	25
Residential	4220 GREENBRIAR DR	84826	11	9
Residential	5709 RIDGEMONT PL	33506	17	18
Residential	5411 RIDGEMONT CT	33040	13	18
Residential	2000 SANDS ST	52782	19	14
Residential	3203 WEDGWOOD ST	84544	11	6
Residential	3311 CLAREMONT DR	27176	0	10
Residential	2810 W DENGAR AV	78962	17	6
Residential	2610 FRONTIER AV	29320	13	11
Residential	304 CEDAR AV	45122	11	16
Residential	3407 THOMAS AV	59382	8	10
Residential	1917 N MAIN ST	52588	11	9
Residential	2600 N L ST	89656	10	10
Residential	1609 NEELY AV	89626	19	11
Residential	802 STOREY AV	38400	11	4
Residential	2205 HARVARD AV	100134	13	11
Residential	2804 DOUGLAS DR	48272	24	24
Residential	2504 SHELL AV	44734	32	24
Residential	3300 W SHANDON AV	40984	26	16

Residential	3405 CLAREMONT DR	27118	13	14
Residential	4109 FOX HOLLOW CT	81176	11	9
Residential	4113 FOX HOLLOW CT	81174	12	2
Residential	3709 CRESTMONT DR	27454	10	12
Residential	700 RIVIERA CT	68382	10	8
Residential	2208 SHELL AV	14950	10	21
Residential	5106 RIO GRANDE DR	53692	10	10
Residential	4 WILLOW CT	31084	43	12
Residential	1401 W PINE AV	38886	11	3
Residential	2709 N L ST	89814	9	11
Residential	4404 GLENEAGLES DR	26836	8	13
Residential	3712 MARK LN	26960	12	9
Residential	5308 RIO GRANDE AV	54070	7	10
Residential	3207 DURANT DR	43468	14	14
Residential	3205 DURANT DR	43466	15	8
Residential	4508 BELTON PL	53138	7	12
Residential	2400 MAXWELL DR	31934	17	25
Residential	1101 E SPRUCE AV	77358	10	8
Residential	4102 DYER CR	72468	12	9
Residential	5430 BASSWOOD CR	34778	14	10
Residential	320 E CLOUD AV	78814	11	16
Residential	417 E GOLF COURSE RD	46090	12	8
Residential	1702 PRINCETON AV	82224	12	10
Residential	2615 W GOLF COURSE RD	48144	18	10
Residential	2508 DARTMOUTH DR	28180	17	4
Residential	4713 #2 SPRING MEADOW LN	48448	13	6
Residential	2505 NOEL AV	15556	10	3
Residential	2814 EXETER AV	11062	14	17
Residential	3700 BERMUDA CT	21172	18	19
Residential	2605 EMERSON DR	54866	12	14
Residential	4201 CRESTGATE AV	20680	21	20
Residential	3404 MEADOWRIDGE LN	80766	13	17
Residential	200 BAYBERRY PARKWAY	99588	20	3
Residential	2804 ARROWHEAD TR	82702	10	10
Residential	2915 NORTHTOWN PL	25842	13	11
Residential	302 E DORMARD AV	12588	12	6
Residential	4105 ANGELINA DR	102844	14	6
Residential	3204 DURANT DR	43442	23	2
Residential	1425 VENTURA AV	38950	6	11
Residential	402 SPRING MEADOW CT	48392	10	6
Residential	5112 BRIGHTON PL	68892	16	19
Residential	5105 DAVENTRY PL	68866	17	20
Residential	4981 RUSTIC TR	35408	19	9
Residential	6113 HOMESTEAD BL	119550	15	12
Residential	6109 HOMESTEAD BL	119566	26	16
Residential	3807 CRESTGATE AV	20574	8	10
Residential	4510 ROSEWOOD DR	15792	14	3

Residential	1323 TERRA CT	69268	7	15
Residential	4701 RICHMOND CT	64330	25	13
Residential	4505 PALMER DR	28630	12	10
Residential	3111 MA-MAR AV	47854	26	16
Residential	6102 ORIOLE DR	34882	10	8
Residential	4117 EDGEBROOK DR	51110	20	22
Residential	4805 #8 SPRING MEADOW LN	48484	11	7
Residential	1602 CIMMARON DR	19482	6	20
Residential	3306 MAXWELL DR	64876	17	8
Residential	5104 CASTLEFORD RD	68980	31	22
Residential	5102 CASTLEFORD RD	68978	12	15
Residential	403 SPRINGWOOD CT	48376	20	18
Residential	3512 HUMBLE AV	23708	27	23
Residential	2606 LOCKHEED DR	48150	32	18
Residential	5013 MIRA VISTA CR	49868	22	12
Residential	5478 CYPRESS CT	34824	19	17
Residential	1201 W WASHINGTON AV	87256	12	9
Residential	310 W CALIFORNIA AV	75594	9	19
Residential	1910 COLLEGE AV	87736	14	2
Residential	217 N EISENHOWER DR	92420	17	14
Residential	4321 LEDDY DR	61814	5	11
Residential	3406 STOREY AV	80356	11	11
Residential	4320 HARVARD AV	13472	10	9
Residential	4315 HARVARD AV	13400	10	16
Residential	1700 W ILLINOIS AV	32164	13	9
Residential	1310 W OHIO AV	88480	11	8
Residential	1400 DELMAR ST	13522	20	20
Residential	3604 BEDFORD AV	44612	10	6
Residential	3302 W MICHIGAN AV	23316	10	10
Residential	210 S CARVER ST	51888	12	5
Residential	2804 W MICHIGAN AV	30420	16	6
Residential	4501 ANETTA DR	88870	10	6
Residential	4608 ANETTA DR	88956	12	5
Residential	4411 ERIE DR	90650	8	15
Residential	4736 COUNTRY CLUB DR	85300	10	65
Residential	5801 STONECREST	32826	30	19
Residential	3500 OAKMONT DR	27614	11	10
Residential	502 GEORGE AV	99498	21	15
Residential	9 RIDGMAR CT	68072	19	22
Residential	3519 STANOLIND AV	18146	20	20
Residential	3508 GULF AV	18210	7	10
Residential	2409 SINCLAIR AV	77110	10	28
Residential	2512 SINCLAIR AV	44768	15	7
Residential	2502 SEABOARD AV	37618	32	19
Residential	3237 PRESTON DR	95122	14	14
Residential	1901 WESTERN DR	55192	15	13
Residential	2001 HUMBLE AV	83670	23	23

Residential	1606 WINFIELD RD	11786	16	15
Residential	2901 REBEL DR	84320	12	8
Residential	3312 NEELY AV	40696	11	6
Residential	5807 STERLING PL	33760	10	7
Residential	3616 GULF AV	84154	10	9
Residential	1316 CHESTNUT AV	17652	14	8
Residential	2000 GULF AV	83714	31	22
Residential	3614 W SHANDON AV	84366	26	20
Residential	3204 ELMA DR	95080	11	2
Residential	101 W NOBLES AV	38536	18	13
Residential	1806 SPARKS ST	33820	28	20
Residential	3312 FANNIN AV	40762	10	3
Residential	2613 TERRACE AV	29626	38	13
Residential	2400 SEABOARD AV	16708	16	6
Residential	3318 CAMARIE AV	97310	6	14
Residential	2310 SEABOARD AV	16690	11	8
Residential	502 N LAMESA RD	51408	10	7
Residential	1602 W KANSAS AV	32334	14	10
Residential	5505 RIDGEMONT	33202	11	8
Residential	3328 NEELY AV	40712	4	10
Residential	1106 E HAMBY AV	16356	28	17
Residential	1403 CHESTNUT AV	31532	12	4
Residential	1110 E NOBLES AV	90194	24	19
Residential	3415 W LOUISIANA AV	23334	17	10
Residential	719 N CLAY ST	55864	18	14
Residential	1405 SPARKS ST	23774	23	17
Residential	1703 STOREY AV	32340	20	26
Residential	4603 BOWIE DR	13932	11	6
Residential	2401 BRUNSON AV	18608	5	10
Residential	2717 FRANKLIN AV	58266	10	9
Residential	810 STOREY AV	38398	14	10
Residential	1207 W CUTHBERT AV	54656	17	16
Residential	2708 KESSLER AV	59008	6	12
Residential	4004 BLAKEMORE CT	80990	3	13
Residential	4406 MOCKINGBIRD LN	532	8	10
Residential	3609 BERMUDA CT	21212	14	14
Residential	3703 BERMUDA CT	21156	36	15
Residential	6005 QUEENS CT	34200	12	12
Residential	5012 WIDENER STRIP	116232	21	8
Residential	6303 SEQUOIA DR	35008	14	17
Residential	4000 BAYBROOK DR	51052	12	7
Residential	3901 EDGEBROOK CT	51146	11	20
Residential	5907 NOTTINGHAM LN	34162	14	14
Residential	3006 GODDARD PL	25970	20	12
Residential	314 E CLOUD AV	78820	14	11
Residential	3101 TEALWOOD PL	49052	16	12
Residential	2825 NORTHTOWN PL	25744	15	10

Residential	717 AUGUSTA DR	68446	27	19
Residential	4501 HACKBERRY CT	34616	13	10
Residential	2806 DURANT DR	43318	4	10
Residential	4004 WHITNEY DR	88322	16	9
Residential	1109 MAPLE AV	99704	22	23
Residential	4100 RADCLIFF CT	81118	18	17
Residential	3705 CASSADY CT	80560	21	21
Residential	3801 WEDGWOOD CT	80526	18	19
Residential	2412 CAMARIE AV	29406	19	20
Residential	405 W PARKER AV	20348	10	6
Residential	4318 ERIE DR	62204	33	24
Residential	4207 PASADENA DR	63186	11	6
Residential	518 S BENTWOOD DR	16240	10	10
Residential	3901 PLEASANT DR	62690	13	10
Residential	3509 COQUINA LN	129326	16	10
Residential	1210 S BAIRD ST	73348	18	32
Residential	1401 S FT WORTH ST	73730	11	8
Residential	1211 S COLORADO ST	14244	14	11
Residential	4308 LEDDY DR	61800	12	12
Residential	4724 STOREY AV	93494	12	9
Residential	4421 HARLOWE DR	92886	12	10
Residential	4405 MERCEDES DR	92840	10	7
Residential	1207 JOHNSTON ST	49620	12	10
Residential	512 E MONTGOMERY AV	15140	15	10
Residential	5306 ANETTA DR	116304	12	9
Residential	313 ROCKYLANE DR	91526	14	6
Residential	305 THORN RIDGE DR	91324	13	7
Residential	3505 APACHE DR	59812	12	4
Residential	307 S GLENWOOD DR	91194	10	7
Residential	4525 LEDDY DR	92672	7	10
Residential	1513 S BAIRD ST	73810	12	10
Residential	502 ABERDEEN DR	61396	11	7
Residential	3505 CUNNINGHAM DR	59938	4	21
Residential	1307 MORAN ST	37830	10	6
Residential	4608 WOODBAR CT	118200	5	10
Residential	2703 W KENTUCKY AV	18976	13	9
Residential	1304 MORAN ST	37806	10	15
Residential	1311 MCKENZIE ST	37852	10	8
Residential	109 S GLENWOOD DR	92208	10	12
Residential	4317 CEDAR SPRING DR	62088	4	10
Residential	1609 S LORAIN ST	14644	11	11
Residential	4317 ERIE DR	62206	12	13
Residential	1600 CAMP ST	44862	11	8
Residential	301 S EISENHOWER DR	91080	11	8
Residential	4601 PLEASANT DR	89180	11	8
Residential	605 SPRABERRY DR	61322	8	18
Residential	4401 WILSHIRE DR	90942	20	15

Residential	4407 ANETTA DR	88858	19	6
Residential	4803 PLEASANT DR	89426	5	13
Residential	319 TANGLEWOOD DR	91392	13	11
Residential	6013 PRAIRIE RIDGE DR	114056	15	11
Residential	1211 CENTURY DR	17300	7	11
Residential	327 WILLOWOOD DR	91466	12	9
Residential	1801 S LORAIN ST	14738	11	7
Residential	4907 BROWNWOOD DR	16288	19	15
Residential	4719 ERIE DR	16138	12	11
Residential	4610 VERSAILLES DR	90540	10	9
Residential	4403 PASADENA DR	89326	10	3
Residential	5 HANOVER DR	31136	24	0
Residential	4620 ERIE DR	90836	13	6
Residential	2008 FRINGEWOOD DR	115454	22	9
Residential	913 DOUGLAS AV	18414	5	20
Residential	1903 HUGHES ST	88758	10	8
Residential	3815 GULF AV	85022	13	8
Residential	2906 WHITTLE WAY	96852	12	10
Residential	2000 W TENNESSEE AV	38782	17	10
Residential	5611 DREXEL CT	33098	22	14
Residential	606 W ESTES AV	21480	11	5
Residential	727 N CLAY ST	55856	10	9
Residential	711 LANHAM ST	90098	11	11
Residential	4607 WILSHIRE DR	90864	15	4
Residential	3603 HUMBLE AV	83998	19	17
Residential	4713 THOMASON DR	91184	11	8
Residential	1402 COUNTRY CLUB DR	54720	19	14
Residential	515 STOREY AV	25602	10	7
Residential	5717 HIGHLAND BL	33626	17	8
Residential	1001 W CUTHBERT AV	38416	17	6
Residential	1605 N I ST	82402	22	6
Residential	2512 CONCORD AV	40572	21	19
Residential	1604 N L ST	82456	13	20
Residential	3209 SINCLAIR AV	47692	10	10
Residential	2311 ABBEY PL	96224	7	14
Residential	1705 PRINCETON AV	82216	10	18
Residential	1410 MOGFORD ST	52660	14	10
Residential	2609 BEDFORD AV	58020	10	10
Residential	708 W CUTHBERT AV	67944	13	12
Residential	5804 DEVLIN PL	33692	6	11
Residential	3513 W MICHIGAN AV	23418	10	11
Residential	2215 CULVER DR	32600	12	6
Residential	1114 E COWDEN AV	31200	13	2
Residential	1603 N B ST	18498	14	8
Residential	5504 SUNDANCE CT	33460	9	10
Residential	1613 N H ST	82374	11	5
Residential	2203 HUMBLE AV	14934	10	10

Residential	3 ASHLIN DR	11668	26	17
Residential	3029 FREDNA PL	95734	15	8
Residential	2001 SHELL AV	83630	46	18
Residential	4608 ASPEN DR	95176	18	15
Residential	803 W GOLF COURSE RD	18446	10	13
Residential	3308 MA-MAR CT	68044	19	6
Residential	5613 CAMDEN	32582	11	11
Residential	3400 TANNER DR	60042	13	4
Residential	4805 PLEASANT DR	89424	11	5
Residential	5109 PLEASANT CT	89530	10	7
Residential	1511 N LAMESA RD	12170	14	11
Residential	2200 HUMBLE AV	14984	10	9
Residential	2309 STANOLIND AV	94920	16	9
Residential	201 W HAMBY AV	20214	12	30
Residential	800 LAWSON AV	18516	24	14
Residential	2003 WINFIELD RD	83652	32	20
Residential	2521 STANOLIND AV	88530	13	6
Residential	205 W JAX AV	20248	10	8
Residential	2407 GULF AV	94866	15	8
Residential	4401 TANNER DR	92848	10	9
Residential	416 IDLEWILDE DR	93590	10	7
Residential	4615 BROOKDALE DR	88984	12	7
Residential	4607 ANETTA DR	88898	11	12
Residential	2015 SINCLAIR AV	14864	29	17
Residential	1506 W GOLF COURSE RD	4540	42	20
Residential	1600 N C ST	18472	17	10
Residential	2500 SHELL AV	44738	21	4
Residential	3108 MA-MAR AV	47860	30	11
Residential	4714 PRESTON DR	95460	10	9
Residential	4701 PRESTON DR	95636	14	13
Residential	1204 E PARKER AV	99754	17	14
Residential	1114 E PARKER AV	90154	11	15
Residential	1707 WESTERN DR	23748	9	13
Residential	1907 MORGAN WAY	81616	10	0
Residential	1001 W PECAN AV	39056	15	11
Residential	2518 SEABOARD AV	37602	18	13
Residential	2412 STANOLIND AV	94970	24	19
Residential	724 BOYD AV	52888	11	18
Residential	2612 CAMARIE AV	29724	24	8
Residential	4401 ST ANDREWS DR	26766	7	13
Residential	5217 LAVACA AV	53806	9	11
Residential	4509 CHERRYWOOD DR	15784	13	14
Residential	4705 AZALEA CT	100652	11	11
Residential	2404 NORTHTOWN CT	55068	11	7
Residential	2103 N BENTON ST	81732	25	3
Residential	2526 QUAIL POINT	65184	10	9
Residential	2827 DURANT DR	43308	16	10

Residential	5114 RIO GRANDE DR	53684	12	79
Residential	3601 IMPERIAL AV	84350	14	6
Residential	5616 DREXEL CT	33108	25	9
Residential	3807 ST ANDREWS CT	80516	17	21
Residential	2506 W SHANDON AV	29916	8	15
Residential	3405 CHOATE PL	80708	24	14
Residential	312 COTTONWOOD AV	45162	15	1
Residential	2601 RACQUET CLUB DR	25444	15	15
Residential	1602 STANOLIND AV	11860	53	23
Residential	713 S WEBSTER ST	36932	13	9
Residential	1212 E PECAN AV	43760	15	8
Residential	1307 E OAK AV	43802	22	12
Residential	2502 DARTMOUTH DR	28186	22	8
Residential	1922 CRESCENT PL	20548	17	7
Residential	3312 PINEMONT DR	27738	9	11
Residential	2309 SEABOARD AV	94948	18	51
Residential	1303 N COLORADO ST	38584	12	7
Residential	1905 W MICHIGAN AV	38786	15	7
Residential	2513 CIMMARON AV	29352	11	11
Residential	5607 HIGHLAND BL	33318	14	63
Residential	106 RIDGLEA DR	67896	13	12
Residential	3 HANOVER DR	31140	10	8
Residential	1510 E SCHARBAUER DR	81796	15	9
Residential	3225 CAMARIE AV	41628	10	4
Residential	926 N WEATHERFORD ST	38084	8	24
Residential	3708 HUMBLE AV	84084	11	6
Residential	420 MAGNOLIA AV	45362	14	7
Residential	5110 LAVACA AV	53828	12	5
Residential	105 E OAK AV	45622	11	9
Residential	3502 WOODHAVEN DR	80920	20	8
Residential	3213 FRONTIER AV	41908	15	10
Residential	3210 DURANT DR	43448	7	14
Residential	3603 NORTHFIELD DR	81056	17	10
Residential	706 OSAGE	79950	18	6
Residential	811 W MICHIGAN AV	38164	16	15
Residential	1603 W KANSAS AV	32290	45	13
Residential	2804 MAXWELL DR	88134	21	22
Residential	208 E PINE AV	45844	11	8
Residential	3506 NORTHFIELD DR	80872	10	4
Residential	3805 NORTHFIELD DR	80500	23	1
Residential	101 W SPRUCE AV	45898	12	8
Residential	4100 ANGELINA DR	102854	18	12
Residential	3410 TRINITY MEADOWS DR	80816	17	11
Residential	4003 GODFREY ST	72584	11	6
Residential	2403 CULPEPER DR	28282	20	14
Residential	3302 NORTHFIELD DR	80780	9	12
Residential	3117 AUBURN DR	43642	13	10

Residential	5104 BRAZOS AV	53390	9	10
Residential	2803 MARMON DR	43366	10	11
Residential	2802 METZ DR	88296	9	10
Residential	106 E DENGAR AV	12326	24	6
Residential	1213 E OAK AV	43776	8	17
Residential	3617 W WADLEY AV	84534	13	11
Residential	3602 JORDAN AV	84514	6	13
Residential	2413 NEELY AV	16722	14	7
Residential	107 W PECAN AV	45600	9	11
Residential	2804 DURANT DR	43316	10	12
Residential	4304 RUSSELL CT	55466	12	4
Residential	1107 N CARRIZO ST	21554	17	14
Residential	5803 HIGHLAND BL	33728	18	13
Residential	5202 SAN ANTONIO AV	53752	37	24
Residential	1115 HICKORY AV	22512	11	7
Residential	4300 MERRILL CT	55490	15	12
Residential	3203 N I ST	19522	1	11
Residential	1601 HICKORY AV	66004	10	3
Residential	3506 WOODHAVEN DR	80924	12	12
Residential	1311 W MICHIGAN AV	88498	10	9
Residential	2811 W LOUISIANA AV	30410	7	14
Residential	2403 CAMARIE AV	29422	3	13
Residential	2302 HERMITAGE CT	63648	3	13
Residential	301 FIESTA AV	78884	11	8
Residential	3802 CRESTLINE AV	20588	15	11
Residential	4308 CRESTRIDGE DR	20802	25	14
Residential	4701 E CHERRYWOOD CT	109014	22	9
Residential	2608 CALDERA DR	82932	10	8
Residential	4901 WHITMAN DR	82880	15	7
Residential	4700 E CHERRYWOOD CT	16036	12	9
Residential	2316 W CUTHBERT AV	70184	15	5
Residential	2603 TERRACE AV	29636	13	10
Residential	1306 E JAX AV	31484	16	10
Residential	2004 STANOLIND AV	83738	18	14
Residential	3210 MAXWELL DR	43588	15	16
Residential	3207 N I ST	19526	5	12
Residential	1210 MAPLE AV	22674	10	9
Residential	1315 MAGNOLIA AV	22724	10	3
Residential	416 HICKORY AV	45310	10	6
Residential	1600 N I ST	82384	11	8
Residential	2613 BOEING DR	17630	20	7
Residential	4705 MELVILLE DR	90416	12	7
Residential	2 LAFAYETTE PL	98186	11	7
Residential	2313 AUBURN PL	31992	10	9
Residential	3005 GODDARD PL	25978	10	8
Residential	4508 AMISTAD DR	53214	10	6
Residential	701 W SPRUCE AV	80032	15	11

Residential	4903 MELVILLE DR	82942	12	6
Residential	4609 GRAHAM DR	28432	10	4
Residential	4515 WOODHOLLOW DR	15802	17	11
Residential	2909 NORTHTOWN PL	25848	12	12
Residential	2907 GODDARD PL	25886	3	16
Residential	3002 GODDARD PL	25966	26	18
Residential	3004 GODDARD PL	25968	17	6
Residential	206 E SHANDON AV	12280	12	5
Residential	4506 ST ANDREWS DR	26898	8	16
Residential	3805 MARK LN	27054	18	14
Residential	3200 W WADLEY AV	43504	10	7
Residential	3404 CHOATE PL	80698	15	6
Residential	4203 BOULDER DR	72094	9	12
Residential	1503 WINFIELD RD	94752	13	12
Residential	1703 N I ST	11718	12	14
Residential	2511 HUMBLE AV	44710	10	9
Residential	2006 SINCLAIR AV	83614	31	10
Residential	4706 ELMA DR	95352	13	9
Residential	406 E PARKER AV	52324	14	8
Residential	4409 W DENGAR AV	70442	12	8
Residential	803 W CUTHBERT AV	38392	18	17
Residential	2513 GERALDINE ST	30990	8	11
Residential	808 HARVARD AV	18378	16	4
Residential	505 S I ST	88036	11	8
Residential	2505 SHELL AV	44744	11	9
Residential	612 W NOBLES AV	21540	10	7
Residential	1206 PRATT ST	49618	13	10
Residential	2701 W WASHINGTON AV	19024	21	8
Residential	1004 N WEATHERFORD ST	90240	12	11
Residential	1515 DOUGLAS AV	82260	14	16
Residential	2507 GERALDINE ST	30996	10	10
Residential	5603 HIGHLAND BL	33314	13	4
Residential	5514 ASHWOOD CT	105028	19	8
Residential	5505 HIGHLAND CT	33400	16	21
Residential	1502 PRINCETON AV	82250	20	41
Residential	312 W CUTHBERT AV	99574	28	17
Residential	1424 LANHAM ST	42690	16	12
Residential	2609 W GOLF COURSE RD	48138	17	10
Residential	2703 WHITTLE WAY	95502	14	13
Residential	1117 N CARRIZO ST	21564	13	11
Residential	503 W CUTHBERT AV	25566	22	7
Residential	1801 WARD ST	88810	10	19
Residential	5813 CRANSTON PL	104986	9	10
Residential	5715 HIGHLAND BL	33628	6	14
Residential	5800 GRASSLAND BL	33670	11	7
Residential	1611 BEDFORD DR	32420	18	18
Residential	1003 W KENTUCKY AV	87038	11	9

Residential	3800 TRINITY DR	80540	24	19
Residential	1611 W PINE AV	89730	24	26
Residential	3402 MEADOWRIDGE LN	102996	30	23
Residential	2512 W SHANDON AV	29912	11	8
Residential	2103 BUTTERNUT LN	81888	12	9
Residential	1909 N BENTON ST	81374	10	8
Residential	3334 PROVIDENCE DR	64932	10	10
Residential	2306 CIMMARON AV	29580	3	11
Residential	2402 CIMMARON AV	29556	12	10
Residential	2807 W DENGAR AV	78980	10	7
Residential	2813 W DENGAR AV	78986	11	10
Residential	4524 GLENEAGLES DR	26812	14	8
Residential	3813 STANOLIND AV	31038	11	9
Residential	3803 STANOLIND AV	31048	13	11
Residential	5506 STERLING CT	33436	12	13
Residential	1205 DOUGLAS AV	13738	20	16
Residential	1904 ENGLISH DR	81550	12	5
Residential	401 E CUTHBERT AV	52466	10	7
Residential	504 W COWDEN AV	20402	13	10
Residential	5810 STERLING PL	33766	5	10
Residential	4104 FOX HOLLOW CT	81152	14	12
Residential	1627 ENGLISH DR	81322	13	3
Residential	2704 N L ST	89772	13	9
Residential	2804 RACQUET CLUB DR	65264	17	17
Residential	2800 RACQUET CLUB DR	65266	20	23
Residential	1506 PRINCETON AV	82254	18	8
Residential	1204 BEDFORD DR	13682	17	17
Residential	2810 LOCKHEED DR	48174	21	6
Residential	1811 W WASHINGTON AV	88012	14	3
Residential	1220 E CUTHBERT AV	31380	10	1
Residential	306 E COWDEN AV	52408	10	9
Residential	406 W NOBLES AV	20360	12	8
Residential	1001 N GARFIELD ST	70174	19	8
Residential	2104 BUTTERNUT LN	81854	8	10
Residential	2603 HODGES ST	25370	16	24
Residential	3221 W SHANDON AV	41696	0	13
Residential	5001 WIDENER STRIP	117874	14	15
Residential	3102 SEABOARD AV	47988	17	19
Residential	1 STUTZ CT	31678	14	12
Residential	1905 E PINE AV	19354	11	7
Residential	3800 BEDFORD AV	78234	9	14
Residential	3 METZ CT	31774	11	5
Residential	1404 MANOR ST	78396	12	9
Residential	1000 MCDONALD ST	78338	17	14
Residential	4708 E CHERRYWOOD CT	16028	14	15
Residential	13 AUBURN CT	101568	18	13
Residential	12 AUBURN CT	101570	17	15

Residential	11 STUTZ CT	31698	14	6
Residential	2601 HARVARD AV	58044	11	8
Residential	5707 LOS PATIOS DR	125870	10	12
Residential	4304 COYOTE TR	124774	13	3
Residential	3517 BAUMANN AV	23162	16	5
Residential	1410 W INDIANA AV	86624	19	16
Residential	2306 W KENTUCKY AV	18834	12	5
Residential	609 N MADISON ST	24438	11	8
Residential	3206 DOUGLAS DR	71712	13	18
Residential	5603 GREENRIDGE	32764	16	12
Residential	802 S LORAIN ST	75910	7	22
Residential	1608 W WASHINGTON AV	87180	8	10
Residential	5729 GRASSLAND BL	33548	13	18
Residential	4109 ANETTA DR	63380	10	3
Residential	5808 GRASSLAND BL	105076	11	11
Residential	2515 STOREY AV	42338	13	10
Residential	3802 DOUGLAS AV	78084	23	11
Residential	1808 BATES ST	83154	12	2
Residential	901 N G ST	54650	13	8
Residential	3316 W OHIO AV	23522	6	10
Residential	3506 ROOSEVELT DR	59414	9	10
Residential	5120 STOREY AV	93784	14	12
Residential	4509 BROOKDALE DR	89036	16	14
Residential	4802 HARVARD AV	97102	12	13
Residential	313 WILLOWOOD DR	91452	12	10
Residential	3216 LOCKHEED DR	71570	22	18
Residential	5725 GRASSLAND BL	33546	17	4
Residential	1900 W OHIO AV	38812	105	22
Residential	4423 STOREY AV	93170	12	10
Residential	2811 FRANKLIN AV	58244	10	7
Residential	3610 ROOSEVELT DR	59324	3	18
Residential	519 W HICKS AV	103986	14	8
Residential	4716 CHEROKEE DR	16986	11	10
Residential	3518 THOMAS AV	59318	13	5
Residential	2808 MARIANA AV	58944	1	14
Residential	2010 W KENTUCKY AV	87800	15	11
Residential	2400 HOLLOWAY AV	18626	13	9
Residential	3116 DELANO AV	22096	17	15
Residential	1200 S COLORADO ST	14210	11	8
Residential	3301 HILL AV	59542	20	15
Residential	3604 ROOSEVELT DR	59330	6	16
Residential	5103 STOREY AV	91682	14	6
Residential	4823 STOREY AV	91922	17	11
Residential	808 DEVONIAN DR	63120	19	9
Residential	4601 BROOKDALE DR	88998	20	9
Residential	5110 SUNNYSIDE DR	93852	14	8
Residential	4601 WOODHOLLOW DR	111640	14	16

Residential	4609 WOODHOLLOW DR	111664	25	20
Residential	4621 WOODHOLLOW DR	111670	15	16
Residential	4705 WOODHOLLOW DR	111672	4	10
Residential	4805 WOODHOLLOW DR	111680	13	14
Residential	4812 WOODHOLLOW DR	111626	11	10
Residential	4808 WOODHOLLOW DR	111688	14	14
Residential	1403 S COLORADO ST	14430	11	6
Residential	605 CANYON DR	61012	16	7
Residential	2606 HOLLOWAY AV	18578	13	1
Residential	5211 BELAIRE DR	93802	12	8
Residential	8001 EDINBURGH DR	59132	25	29
Residential	1216 S DALLAS ST	73454	10	9
Residential	3505 TANNER DR	60102	12	8
Residential	3917 W ILLINOIS AV	60580	24	3
Residential	221 N EISENHOWER DR	92416	6	14
Residential	411 IDLEWILDE DR	93626	22	10
Residential	3600 ROOSEVELT DR	59334	12	6
Residential	1217 S FT WORTH ST	73458	12	7
Residential	1214 S WEATHERFORD ST	73368	34	11
Residential	4825 W ILLINOIS AV	91864	40	20
Residential	5213 STOREY AV	91620	11	9
Residential	1516 S DALLAS ST	73884	15	12
Residential	5000 TEAKWOOD TRCE	34876	10	7
Residential	5 SADDLE CLUB DR	68596	10	11
Residential	6204 SEQUOIA DR	34788	10	7
Residential	3301 NORTHFIELD DR	80934	13	8
Residential	4206 DOWNING AV	72810	10	4
Residential	409 MAGNOLIA AV	45446	18	13
Residential	4805 KNIGHTS PL	64528	12	11
Residential	2826 NORTHTOWN PL	25722	17	11
Residential	4503 STILLMEADOW DR	72200	13	7
Residential	5003 CANADIAN AV	53348	10	8
Residential	4902 RIO GRANDE DR	128426	12	9
Residential	3209 N I ST	19528	14	10
Residential	414 W SHANDON AV	42736	16	13
Residential	6927 SUNRISE CT	35702	14	11
Residential	5000 STONELEIGH DR	64600	13	12
Residential	1405 CASTLEFORD RD	69168	12	7
Residential	1608 CASTLEFORD RD	64264	4	13
Residential	5013 MELVILLE DR	63922	17	8
Residential	906 PRINCETON AV	18404	25	50
Residential	1604 HODGES ST	82524	15	14
Residential	5010 SHERWOOD DR	34438	14	15
Residential	5906 YORKSHIRE DR	34132	10	11
Residential	3307 EAGLE COVE	20986	16	7
Residential	1324 E DORMARD AV	77578	14	13
Residential	2409 EMERSON CT	55022	16	7

Residential	3503 WOODHAVEN DR	80962	13	14
Residential	3310 PROVIDENCE DR	65012	13	19
Residential	910 DOUGLAS AV	32116	19	20
Residential	3524 STANOLIND AV	18128	11	6
Residential	5501 STERLING CT	33428	13	12
Residential	19 HIALEAH DR	68564	23	19
Residential	20 HIALEAH DR	68514	17	17
Residential	3235 W SHANDON AV	41710	16	14
Residential	3224 CIMMARON AV	41794	11	8
Residential	1908 N PECOS ST	52916	5	18
Residential	2102 N I ST	79164	21	15
Residential	2413 MAXWELL DR	28140	12	8
Residential	2509 AUBURN PL	31830	11	10
Residential	4905 STONELEIGH DR	64634	3	14
Residential	2206 STRATFORD CT	64132	13	16
Residential	4955 RUSTIC TR	35432	15	14
Residential	4512 BENT TREE TR	35970	16	28
Residential	4510 PALMER DR	28576	14	12
Residential	5017 SHERWOOD DR	34364	16	18
Residential	5110 TEAKWOOD TRCE	34808	20	33
Residential	4802 MELVILLE DR	82970	11	7
Residential	1817 E OAK AV	66290	12	12
Residential	3301 OAKMONT DR	27678	13	13
Residential	3311 W DENGAR AV	40880	6	10
Residential	7000 RIDGEBORO CT	35828	14	3
Residential	4601 ISLAND DR	35654	14	6
Residential	6837 ISLAND CR	35504	12	15
Residential	4509 CORSAIR CT	35666	20	9
Residential	4903 ISLAND DR	35608	20	7
Residential	4545 SHADY OAK CT	34572	11	6
Residential	4547 SHADY OAK CT	34570	19	15
Residential	5203 GREEN TREE BL	35128	16	14
Residential	1600 MAPLE AV	65902	22	12
Residential	108 E PINE AV	45834	12	12
Residential	303 E PECAN AV	45788	23	19
Residential	6708 PEBBLE CT	35990	25	24
Residential	4445 VERDE GLEN CT	35900	19	11
Residential	117 BLACKBERRY CT	50950	5	12
Residential	17 HIALEAH DR	68566	9	10
Residential	15 LAKES DR	68672	23	3
Residential	909 CITATION	68738	12	11
Residential	2608 INWOOD CT	65160	20	13
Residential	2755 RACQUET CLUB DR	65312	31	20
Residential	3803 FAIRCIRCLE	26972	8	11
Residential	1300 LAWSON AV	90448	23	17
Residential	3103 WHITTLE WAY	95310	12	12
Residential	3612 OAKRIDGE DR	21206	12	7

Residential	209 E PECAN AV	45808	19	20
Residential	4511 MOCKINGBIRD LN	48640	26	21
Residential	1305 BRIGHTON PL	69226	17	8
Residential	3317 MAXWELL DR	64806	12	6
Residential	4311 ST ANDREWS DR	55604	16	8
Residential	4313 ST ANDREWS DR	55602	12	4
Residential	5210 RIO GRANDE DR	53668	14	15
Residential	4306 GLENEAGLES DR	101394	18	16
Residential	3201 W SHANDON AV	41676	17	5
Residential	3300 WEDGWOOD ST	80742	10	3
Residential	804 PALOMINO	68784	24	24
Residential	406 HOGAN CT	28528	14	11
Residential	4911 FIELDS PL	63864	16	21
Residential	100 E PECAN AV	45628	10	9
Residential	3801 FAIRGREEN CT	26936	7	10
Residential	8 HANOVER DR	31130	31	17
Residential	2413 FLARE CT	55108	10	6
Residential	3000 MEADOWBROOK DR	26018	18	7
Residential	4502 PARKHURST DR	72224	11	7
Residential	2912 N I ST	19498	10	7
Residential	3500 WOODHAVEN DR	80918	6	10
Residential	2306 W DENGAR AV	29496	4	12
Residential	3313 DENTCREST DR	27344	10	9
Residential	5215 QUICKSAND DR	115626	18	23
Residential	4609 ISLAND DR	35628	23	6
Residential	4600 ISLAND DR	35394	19	15
Residential	7002 CHADWICK CT	35846	13	12
Residential	4001 TANFORAN AV	51018	22	6
Residential	4801 LEMONWOOD CT	15732	14	6
Residential	4906 FIELDS PL	63846	10	3
Residential	4709 KNIGHTS PL	64458	20	30
Residential	2901 ARROWHEAD TR	82740	12	9
Residential	3605 OAKRIDGE DR	21060	10	8
Residential	4600 CHERRYWOOD DR	15912	11	14
Residential	3802 WEDGWOOD CT	80522	14	8
Residential	3504 WOODHAVEN DR	80922	11	8
Residential	4201 RUSSELL DR	55492	11	6
Residential	2305 NEELY AV	16702	28	20
Residential	4602 ASPEN DR	95182	9	22
Residential	4101 RADCLIFF CT	81148	16	6
Residential	4608 GULF AV	70738	10	9
Residential	5004 SUNSHINE PARKWAY	11302	13	13
Residential	9 MARINOR CT	29816	11	5
Residential	3516 SEABOARD AV	18090	12	8
Residential	1310 W ILLINOIS AV	88470	13	5
Residential	1301 E OAK AV	43808	10	8
Residential	2817 FRONTIER AV	79100	18	11

Residential	1906 SPARKS ST	33810	34	24
Residential	3615 W WADLEY AV	84532	10	9
Residential	3200 SENTINEL DR	71614	10	26
Residential	1100 S COLORADO ST	76296	11	9
Residential	3500 CUNNINGHAM DR	60024	13	7
Residential	208 N TYLER ST	51596	8	11
Residential	1406 W TENNESSEE AV	88424	16	10
Residential	2810 W MICHIGAN AV	30414	10	9
Residential	603 S CARVER ST	52192	10	10
Residential	3510 W MICHIGAN AV	23394	12	12
Residential	4409 ERIE DR	90652	11	3
Residential	2407 ELIZABETH AV	30946	11	11
Residential	2719 DELANO AV	58610	21	9
Residential	2700 FRANKLIN AV	58358	25	23
Residential	600 RAYMOND RD	61226	5	11
Residential	5024 PLEASANT DR	89594	10	4
Residential	3101 BARKLEY AV	82656	11	6
Residential	3713 W LOUISIANA AV	57480	15	13
Residential	3416 W OHIO AV	23474	10	6
Residential	110 S GLENWOOD DR	92170	11	8
Residential	513 RUBY DR	61194	10	9
Residential	4723 BEDFORD AV	85320	10	10
Residential	607 S BENTON ST	36622	10	61
Residential	3214 THOMAS AV	22240	19	19
Residential	410 STONYBROOK DR	93712	12	9
Residential	201 MITCHELL ST	101200	10	9
Residential	4701 ERIE DR	90790	17	8
Residential	5023 PLEASANT DR	89544	14	8
Residential	4619 ANETTA DR	88910	11	6
Residential	3420 W LOUISIANA AV	23210	19	2
Residential	1208 COLLEGE AV	86766	11	8
Residential	1516 S WEATHERFORD ST	73796	27	22
Residential	3600 TANNER DR	60150	20	13
Residential	4811 W ILLINOIS AV	91878	16	12
Residential	4811 PLEASANT DR	110642	17	5
Residential	2805 MARIANA AV	58744	16	12
Residential	2810 MARIANA AV	58946	12	10
Residential	2807 MARIANA AV	58742	19	17
Residential	2812 MARIANA AV	58948	14	13
Residential	2800 DELANO AV	58698	10	8
Residential	2111 BRUNSON AV	87650	15	4
Residential	1301 W WASHINGTON AV	87240	10	8
Residential	2308 BRUNSON AV	18528	10	7
Residential	3101 MARIANA AV	22128	21	11
Residential	3120 MARIANA AV	22150	10	4
Residential	2612 FRANKLIN AV	58410	16	11
Residential	3502 W MICHIGAN AV	23402	8	13

Residential	300 OXFORD ST	57586	12	10
Residential	4413 STOREY AV	93180	15	12
Residential	710 S FT WORTH ST	75672	10	9
Residential	106 HOLLY DR	60164	11	8
Residential	5117 REEVES CR	89434	11	19
Residential	4702 CROCKETT AV	13858	10	9
Residential	3001 PRINCETON AV	58060	19	8
Residential	1210 BURCHILL DR	17278	12	6
Residential	4204 PASADENA DR	63132	13	10
Residential	3301 ROSEMONT DR	27864	13	14
Residential	1219 MEADOW DR	17260	7	10
Residential	4713 KIOWA DR	17180	10	5
Residential	8100 DUNBLANE DR	59198	20	19
Residential	5400 LOS PATIOS DR	114714	8	10
Residential	2305 TEXLAND CIR	116904	17	16
Residential	5106 BLUE HAVEN DR	124952	10	7
Residential	405 HART AV	20134	13	11
Residential	5305 SHERWOOD DR	34116	8	13
Residential	5214 GREATHOUSE AV	118476	18	12
Residential	205 E LONGVIEW AV	15292	18	10
Residential	4501 IRWIN CT	28684	13	10
Residential	1400 MANOR ST	78400	10	9
Residential	4708 WOODHOLLOW DR	111658	12	11
Residential	4821 RANGEWOOD CT	111576	13	15
Residential	5005 OPAL CT	129972	36	21
Residential	4511 ROBIN LN	48762	4	10
Residential	300 E CLOUD AV	78834	10	8
Residential	3504 CARDINAL LN	476	20	11
Residential	5001 HILLTOP DR	119004	18	23
Residential	4512 HILLTOP DR	15872	15	18
Residential	2711 RACQUET CLUB DR	65280	42	17
Residential	3302 LANHAM ST	82976	10	7
Residential	1703 COMMUNITY LN	82328	10	8
Residential	410 W DORMARD AV	42856	15	9
Residential	4308 NELSON RD	84982	16	11
Residential	605 W NOBLES AV	21524	10	12
Residential	1213 BEDFORD DR	54738	21	7
Residential	1402 SPARKS ST	23770	11	5
Residential	5003 BLUEBIRD BRANCH CT	64004	12	6
Residential	4901 SUNDOWN CR	82854	13	7
Residential	4712 MELVILLE DR	90404	15	15
Residential	101 S TYLER ST	51782	12	0
Residential	5100 CASTLEFORD RD	68976	31	11
Residential	5102 LOS ALAMITOS CT	68986	16	20
Residential	3910 EDGEBROOK CT	51154	27	14
Residential	5509 STERLING CT	33420	27	21
Residential	513 S BENTWOOD DR	16224	13	9

Residential	1205 W TENNESSEE AV	57932	11	3
Residential	2605 STOREY AV	42406	29	14
Residential	5502 HEARTLAND CT	33008	16	6
Residential	1206 WHITNEY DR	58056	25	16
Residential	2301 COUNTRY CLUB DR	70198	19	15
Residential	3216 FRANKLIN AV	21616	14	12
Residential	116 S BENTWOOD DR	91852	10	7
Residential	1502 W CUTHBERT AV	32380	45	13
Residential	3205 SENTINEL DR	71708	18	30
Residential	900 W KANSAS AV	38370	6	10
Residential	1105 MOGFORD ST	70130	25	17
Residential	2000 WYDEWOOD DR	96094	17	8
Residential	5725 RIDGEMONT PL	33514	11	14
Residential	1002 AINSLEE ST	70220	16	10
Residential	708 MOGFORD ST	90034	11	6
Residential	5800 STONECREST	32828	18	20
Residential	2510 W KANSAS AV	42344	11	10
Residential	504 E BROADWAY	32232	10	10
Residential	1907 W WASHINGTON AV	87986	10	9
Residential	3304 W MICHIGAN AV	23314	19	13
Residential	310 S TERRELL ST	57092	20	16
Residential	4711 SHADYLANE DR	92114	11	8
Residential	1504 S TERRELL ST	73914	12	9
Residential	4904 LEISURE DR	91344	0	10
Residential	1207 W KANSAS AV	54576	11	9
Residential	1603 ALCOVE CT	78102	16	14
Residential	911 W MICHIGAN AV	38180	9	11
Residential	506 N TERRELL ST	56070	11	6
Residential	1701 STOREY AV	32338	35	11
Residential	5700 SAN SABA AV	126562	8	10
Residential	3403 ROOSEVELT DR	59494	10	9
Residential	6225 PRAIRIE RIDGE DR	126674	9	14
Residential	1305 LAWSON AV	90454	18	14
Residential	1202 COMMUNITY LN	26272	20	15
Residential	1611 S TERRELL ST	74416	13	21
Residential	1710 HARRISON ST	74206	10	12
Residential	7000 DESERT WIND	119484	43	12
Residential	1506 WALNUT LN	24274	11	8
Residential	1301 S JEFFERSON ST	73668	10	6
Residential	1403 S MARSHALL ST	73622	19	16
Residential	1303 S ATLANTA ST	73686	21	17
Residential	1006 S FT WORTH ST	76202	13	11
Residential	1003 S JEFFERSON ST	73270	14	13
Residential	1005 S MINEOLA ST	73308	13	12
Residential	1002 S MINEOLA ST	73314	11	9
Residential	4313 LEHIGH DR	72790	11	12
Residential	1606 S TERRELL ST	15120	12	9

Residential	1003 S BAIRD ST	76240	21	21
Residential	4304 LEHIGH DR	72732	10	9
Residential	5202 PINION CT	11462	10	15
Residential	4019 LIVINGSTON ST	53652	13	8
Residential	4539 SHADY OAK CT	34578	23	18
Residential	6503 SEQUOIA DR	34990	11	15
Residential	4906 WHITMAN DR	82906	11	8
Residential	305 MAPLE AV	45540	14	10
Residential	5506 CYPRESS CT	34852	24	26
Residential	121 WINDRIDGE CR	107780	17	12
Residential	4415 HUMBLE AV	70282	13	8
Residential	5209 SAN ANTONIO AV	53728	15	3
Residential	4507 SPENCE DR	53966	22	12
Residential	106 W PINE AV	45880	14	11
Residential	4810 RUSTIC TR	35642	9	13
Residential	100 WINDRIDGE CR	107562	26	12
Residential	4516 BENT TREE TR	35968	16	9
Residential	5103 LOS ALAMITOS CT	68998	31	15
Residential	4903 FOXBORO CT	48574	16	16
Residential	2906 GODDARD PL	25864	13	10
Residential	1209 MAPLE AV	22628	10	6
Residential	1304 MAPLE AV	22742	26	12
Residential	3507 TRINITY MEADOWS DR	80834	20	15
Residential	2511 MAXWELL DR	28118	33	25
Residential	1926 ENGLISH DR	81570	14	11
Residential	3304 CORD DR	43518	24	15
Residential	2307 AUBURN PL	31998	14	7
Residential	721 N CALHOUN ST	55798	17	12
Residential	1712 DOUGLAS AV	82312	24	14
Residential	2303 WEDGWOOD ST	84200	11	9
Residential	3502 NORTHFIELD DR	80868	15	14
Residential	3930 FAIRWOOD CT	51228	10	14
Residential	4609 BISHOPS CASTLE DR	64244	14	16
Residential	3305 CRESTMONT DR	27526	10	6
Residential	2303 STANOLIND AV	94926	12	7
Residential	1500 HUMBLE AV	79196	37	20
Residential	2409 BOYD AV	77086	10	9
Residential	5116 BELAIRE DR	93938	14	9
Residential	2607 W SHANDON AV	29944	17	7
Residential	3217 W DENGAR AV	41764	11	8
Residential	3507 IMPERIAL AV	41218	13	6
Residential	5603 CAMDEN	32592	25	26
Residential	2808 RACQUET CLUB DR	65262	10	7
Residential	1219 E ESTES AV	31326	13	9
Residential	703 SANDELWOOD DR	23080	11	10
Residential	3213 W LOUISIANA AV	13136	7	10
Residential	2204 NORTHRUP DR	32618	11	10

Residential	5402 HEARTLAND CT	33000	8	11
Residential	1001 WARD ST	58100	19	9
Residential	2306 BRUNSON AV	18526	11	9
Residential	1922 MORGAN WAY	81492	10	9
Residential	2826 W SHANDON AV	29788	20	12
Residential	2802 W DENGAR AV	78970	7	16
Residential	4523 ST ANDREWS DR	104712	10	9
Residential	5406 SAN SABA CT	114240	13	15
Residential	3231 W DENGAR AV	41778	17	6
Residential	3603 STANOLIND AV	84134	18	17
Residential	2100 COMMUNITY LN	82518	13	11
Residential	3306 CAMARIE AV	41058	13	9
Residential	3228 W SHANDON AV	41646	8	16
Residential	2401 CULPEPER DR	28280	10	6
Residential	413 W DORMARD AV	42880	14	18
Residential	415 MAGNOLIA AV	45440	12	8
Residential	6831 ISLAND CR	35510	14	13
Residential	2808 MOSS AV	25792	12	13
Residential	1724 E PINE AV	66092	11	10
Residential	4004 NORWOOD ST	72592	10	7
Residential	4013 NORWOOD ST	72856	11	10
Residential	2402 STUTZ PL	31878	18	14
Residential	2414 APPERSON DR	83020	22	11
Residential	3926 EDGEBROOK CT	51162	11	16
Residential	3519 JORDAN AV	41340	9	10
Residential	2410 NEELY AV	29180	15	17
Residential	3413 PINEMONT DR	27812	6	12
Residential	908 EDWARDS ST	25310	10	6
Residential	613 W CUTHBERT AV	25524	11	8
Residential	911 EDWARDS ST	38100	3	10
Residential	1 LAZYWOOD LN	38022	23	19
Residential	5008 POLO PARKWAY	64576	23	17
Residential	5136 ASHDOWN PL	68842	17	5
Residential	4807 PINE MEADOW DR	48550	19	3
Residential	2018 COLEMAN CT	30866	18	8
Residential	2205 NEELY AV	15056	14	14
Residential	2411 TERRACE AV	29186	13	12
Residential	2611 FANNIN AV	29656	12	12
Residential	4701 TEAKWOOD TRCE	34910	12	6
Residential	4808 TEAKWOOD TRCE	34534	22	12
Residential	5480 CYPRESS CT	34826	24	10
Residential	4707 TEAKWOOD TRCE	34904	13	9
Residential	5518 CYPRESS CT	34864	20	21
Residential	6301 SEQUOIA DR	100954	12	11
Residential	5306 SHERWOOD DR	34384	18	14
Residential	5004 KING RICHARDS ROW	34316	17	14
Residential	1706 COVENTRY LN	64640	16	18

Residential	5501 NEWCASTLE DR	64094	17	14
Residential	2104 WELLINGTON CT	64172	18	12
Residential	6304 DRIFTWOOD DR	34966	12	7
Residential	811 CANONERO	68748	15	12
Residential	1100 CASTLEFORD RD	69016	15	14
Residential	4911 HEATHER RD	69066	11	8
Residential	4800 BISHOPS CASTLE DR	64186	6	11
Residential	5012 MT VERNON CT	63966	8	21
Residential	4904 RUSTIC TR	35788	11	12
Residential	3305 OAKMONT DR	27682	12	11
Residential	1703 N FT WORTH ST	11966	10	30
Residential	1901 N D ST	17346	60	19
Residential	4010 LEHIGH DR	72384	7	11
Residential	1913 NASH AV	19246	10	10
Residential	6501 DRIFTWOOD DR	34710	10	13
Residential	4607 GREEN TREE BL	34734	19	22
Residential	4909 LOS ALAMITOS DR	69144	20	15
Residential	306 E CLOUD AV	78828	12	7
Residential	3301 EDWARDS ST	16124	13	11
Residential	2309 HAYNES DR	32014	18	18
Residential	4404 STILLMEADOW DR	72318	12	11
Residential	3713 NORTHFIELD DR	81046	45	25
Residential	2609 MCCLINTIC ST	25414	13	5
Residential	1605 BUTTERNUT LN	81826	16	5
Residential	3917 TANFORAN CT	116010	14	14
Residential	1708 E PECAN AV	66164	10	4
Residential	3402 TRINITY MEADOWS DR	80808	21	23
Residential	4500 SPENCE DR	53090	10	13
Residential	5113 CONCHO DR	53292	12	12
Residential	4402 SPENCE DR	53092	12	9
Residential	313 FIESTA AV	78896	10	0
Residential	4922 LEMONWOOD DR	15854	10	10
Residential	4501 WOODHOLLOW DR	15810	12	10
Residential	4505 WOODHOLLOW DR	15808	18	7
Residential	1621 E PINE AV	65758	10	8
Residential	4500 WESTMINISTER DR	72174	26	19
Residential	3211 TEALWOOD PL	49028	13	9
Residential	2813 EMERSON LN	25680	10	9
Residential	2814 NORTHTOWN PL	25734	11	14
Residential	4503 WESTMINISTER DR	72184	17	16
Residential	205 E GOLF COURSE RD	94790	7	11
Residential	3504 W SHANDON AV	41136	11	6
Residential	3308 DENTCREST DR	27184	10	7
Residential	4907 CANADIAN AV	53354	13	14
Residential	4000 DYER CR	72628	22	12
Residential	17 WINCHESTER	28330	12	5
Residential	6 BENTLEY CT	43664	12	6

Residential	3900 WESTMONT CT	26992	5	11
Residential	412 W DENGAR AV	42780	16	13
Residential	4206 VALLEY DR	71920	11	9
Residential	2303 CULPEPER DR	28268	10	4
Residential	1825 MAPLE AV	66312	10	8
Residential	2405 MAXWELL DR	28148	12	9
Residential	2103 N H ST	79182	15	8
Residential	2821 STUTZ DR	88160	19	15
Residential	4519 SPENCE DR	53978	12	12
Residential	3907 ROOSEVELT DR	60628	11	10
Residential	5616 SAN SABA AV	122394	11	11
Residential	2208 WHITNEY DR	47954	14	7
Residential	2002 WHITNEY DR	47744	14	11
Residential	3104 HUMBLE AV	47808	26	14
Residential	3104 SHELL AV	47764	13	13
Residential	3609 GODFREY CT	84236	2	23
Residential	3111 HUMBLE AV	47786	19	14
Residential	3105 SHELL AV	47736	14	11
Residential	3215 PALO VERDE GLEN	119180	24	28
Residential	1325 E COWDEN AV	23836	12	7
Residential	4241 TIMBERGLEN PL	123774	11	17
Residential	5200 HILLTOP DR	122500	15	10
Residential	4502 PASADENA DR	89344	22	2
Residential	5506 LA JOLLA CV	119222	7	10
Residential	1207 MORAN ST	49588	18	11
Residential	4901 CHON CV	96146	13	2
Residential	5008 HILLTOP DR	119016	5	17
Residential	5204 CASTLE PINE RD	122616	14	20
Residential	4902 CHON CV	96134	10	13
Residential	5008 OAK VALLEY DR	119014	28	18
Residential	4926 KEENLAND DR	34496	11	15
Residential	4201 SIESTA LN	54982	10	7
Residential	201 N LAMESA RD	56542	21	23
Residential	705 GODFREY ST	57374	12	9
Residential	3506 BAUMANN AV	23132	11	2
Residential	307 TANGLEWOOD DR	91380	23	15
Residential	2528 FAULKNER DR	90370	6	10
Residential	301 E WOLCOTT AV	15388	17	7
Residential	711 SPRABERRY DR	62392	12	4
Residential	321 THORNRIDGE DR	91340	10	10
Residential	3711 MONTY DR	60424	10	7
Residential	3318 W LOUISIANA AV	23256	11	11
Residential	4008 CRESTWOOD AV	20768	10	9
Residential	14 CHATHAM CT	28106	24	15
Residential	3508 TRINITY MEADOWS DR	80826	21	15
Residential	2807 ARROWHEAD TR	82714	17	25
Residential	6006 QUEENS CT	34188	10	9

Residential	2218 SOUTHAMPTON LN	64144	4	11
Residential	2800 ARROWHEAD TR	82706	16	7
Residential	4917 RUSTIC TR	35468	18	7
Residential	7000 CHADWICK CT	35844	13	7
Residential	606 S DALLAS ST	75402	20	14
Residential	5112 ASHDOWN PL	68818	12	7
Residential	5000 POLO PARKWAY	64570	13	16
Residential	4911 LANCASHIRE RD	69116	14	10
Residential	5512 NEWCASTLE DR	64078	11	7
Residential	2011 COLEMAN CT	30838	29	21
Residential	3902 NORTHFIELD CT	80460	23	13
Residential	5619 FENWAY	32478	11	12
Residential	2400 EMERSON CT	55032	10	7
Residential	1204 E OAK AV	22642	9	12
Residential	600 S H ST	87208	19	9
Residential	711 RUBY DR	62442	9	16
Residential	1603 DELMAR ST	13660	11	11
Residential	4812 SUNSHINE PARKWAY	96106	15	19
Residential	912 N FT WORTH ST	25196	9	11
Residential	1304 E PENNSYLVANIA AV	57794	11	5
Residential	1017 TARLETON ST	44386	11	5
Residential	4306 PRINCETON AV	13566	13	12
Residential	4323 DOUGLAS AV	13544	15	13
Residential	4706 BOWIE DR	14026	12	8
Residential	2902 LOCKHEED DR	71494	18	5
Residential	2303 WYDEWOOD DR	96196	12	14
Residential	2305 ABBEY PL	96230	8	11
Residential	1615 HARVARD AV	65702	17	11
Residential	707 S FT WORTH ST	75704	14	10
Residential	5013 JOY DR	89580	14	9
Residential	4521 BROOKDALE DR	89024	13	10
Residential	810 W KANSAS AV	38380	19	0
Residential	2004 COUNTRY CLUB DR	82002	10	8
Residential	809 N TYLER ST	24358	10	6
Residential	910 BEDFORD DR	18336	12	9
Residential	2606 SENTINEL DR	48228	13	6
Residential	1605 HARVARD AV	65692	14	6
Residential	1410 LANHAM ST	52706	22	23
Residential	2309 REGAL PL	96262	10	7
Residential	505 W CUTHBERT AV	25568	11	5
Residential	904 COUNTRY CLUB DR	18310	17	21
Residential	1003 STOREY AV	38352	15	14
Residential	4713 WILSHIRE DR	16160	10	6
Residential	4116 SPRINGFIELD CT	81190	11	9
Residential	2608 HODGES ST	25412	26	21
Residential	300 COTTONWOOD AV	45150	11	7
Residential	1303 LYNN AV	81278	12	10

Residential	1204 CHESTNUT AV	16572	12	9
Residential	3602 W SHANDON AV	84354	8	14
Residential	1202 E HAMBY AV	16396	23	7
Residential	1419 CHESTNUT AV	31548	11	3
Residential	811 SHELL AV	39924	20	22
Residential	2002 WESTERN DR	55380	9	11
Residential	1807 N MAIN ST	52602	22	64
Residential	2611 W DENGAR AV	30000	11	10
Residential	2821 W SHANDON AV	78938	13	6
Residential	1307 E HAMBY AV	31598	16	13
Residential	3619 W SHANDON AV	84286	16	17
Residential	3503 JORDAN AV	41356	14	6
Residential	3307 WEDGWOOD ST	80640	15	4
Residential	117 CEDAR AV	98972	7	19
Residential	3415 MARK LN	27260	12	10
Residential	3604 OAKMONT DR	27602	10	7
Residential	1605 SEABOARD AV	11876	7	21
Residential	421 CEDAR AV	46132	3	14
Residential	2210 N H ST	55314	12	13
Residential	2303 FANNIN AV	29222	11	6
Residential	1502 SEABOARD AV	79200	21	18
Residential	3215 W SHANDON AV	41690	14	0
Residential	2825 W DENGAR AV	78998	16	25
Residential	3217 CAMARIE AV	41620	12	10
Residential	2822 FRONTIER AV	79060	14	11
Residential	2506 TERRACE AV	29674	13	6
Residential	409 PINWOOD CT	48362	12	7
Residential	2509 GULF AV	88562	29	14
Residential	4336 W DENGAR AV	84620	12	6
Residential	3031 FREDNA PL	95732	11	11
Residential	3312 WINDSOR DR	64918	11	12
Residential	4207 MERRILL DR	55526	7	20
Residential	4304 CRESTRIDGE DR	20806	12	13
Residential	4003 CRESTWOOD AV	20756	19	17
Residential	101 E DENGAR AV	12298	16	11
Residential	1118 E DORMARD AV	77338	0	10
Residential	3220 TEALWOOD PL	48970	22	8
Residential	4405 PALMER DR	28636	11	9
Residential	900 BEDFORD DR	18346	18	10
Residential	1703 CULVER DR	88818	11	12
Residential	3 HIALEAH DR	68522	12	12
Residential	300 SOLOMON LN	50974	12	10
Residential	4912 QUARTZ LN	116692	16	15
Residential	4508 IRWIN CT	28668	26	10
Residential	3603 BERMUDA CT	21218	30	21
Residential	323 E CLOUD AV	78858	19	14
Residential	3905 CRESTLINE AV	20744	12	18

Residential	4489 HACKBERRY CT	34628	19	14
Residential	5004 LOS ALAMITOS DR	69088	22	12
Residential	5003 HEATHER RD	69070	10	11
Residential	420 E SHANDON AV	12488	22	18
Residential	202 E WADLEY AV	12248	11	0
Residential	2312 METZ PL	32054	15	5
Residential	2819 GODDARD PL	25756	20	19
Residential	1701 NORMANDY LN	64586	12	7
Residential	4901 KEENLAND DR	34048	10	10
Residential	4602 TANFORAN AV	34040	10	11
Residential	5106 DAVENTRY PL	68930	10	6
Residential	4903 STONELEIGH DR	64636	10	8
Residential	421 E SPRUCE AV	46020	10	7
Residential	6201 PRAIRIE RIDGE DR	119908	20	24
Residential	2021 BRENTWOOD DR	120290	19	15
Residential	6504 WAURIKA PL	124654	10	5
Residential	4749 BOULDER DR	72136	13	14
Residential	2827 EMERSON PL	25720	10	12
Residential	4510 ROBIN LN	48748	15	11
Residential	1308 LAWSON AV	90440	12	8
Residential	921 N FT WORTH ST	25342	11	9
Residential	905 BEDFORD DR	18288	14	11
Residential	1703 PRINCETON AV	82218	18	14
Residential	4807 TEAKWOOD TRCE	34894	15	6
Residential	6208 SEQUOIA DR	34784	25	18
Residential	5002 CASTLEFORD RD	68960	11	9
Residential	4004 EDGEBROOK DR	51086	8	10
Residential	405 SPRINGWOOD CT	48378	19	16
Residential	23 HIALEAH DR	68560	11	7
Residential	5494 CYPRESS CT	34840	16	10
Residential	5707 HIGHLAND BL	33636	14	10
Residential	1612 E PINE AV	65774	14	16
Residential	3102 KESSLER AV	22330	10	9
Residential	4623 CROCKETT AV	13810	11	11
Residential	2511 HOLLOWAY AV	18750	14	6
Residential	4026 MONTY DR	61718	11	10
Residential	4715 W ILLINOIS AV	92046	10	8
Residential	3319 STOREY AV	80430	9	18
Residential	600 S TILDEN ST	36700	21	26
Residential	1708 W TEXAS AV	87344	2	10
Residential	4516 MONTY DR	92770	11	4
Residential	115 S DEWBERRY DR	92500	12	8
Residential	4520 CORSAIR CT	35684	12	12
Residential	1407 E PENNSYLVANIA AV	57768	9	10
Residential	4303 HARVARD AV	13388	11	8
Residential	3302 STOREY AV	80338	16	9
Residential	3612 MISSION CT	44592	7	13

Residential	1605 MCDONALD ST	78032	23	20
Residential	5615 GREENRIDGE	32754	15	18
Residential	909 W KENTUCKY AV	87022	12	7
Residential	2101 DEEANNA LN	111590	19	15
Residential	1209 W TEXAS AV	86432	7	22
Residential	208 S MADISON ST	51862	12	12
Residential	410 S BENTON ST	36266	12	8
Residential	401 S TILDEN ST	36326	6	16
Residential	2901 W MICHIGAN AV	30686	20	19
Residential	4708 W CUTHBERT AV	85194	10	6
Residential	205 N MADISON ST	51584	12	5
Residential	311 N F ST	88460	5	10
Residential	1600 W OHIO AV	32194	115	18
Residential	1008 ALPINE ST	44360	15	5
Residential	1220 E JAX AV	16502	10	6
Residential	3531 W WADLEY AV	41390	6	11
Residential	3509 CRESTMONT DR	27484	8	10
Residential	2601 FREDNA PL	95930	12	4
Residential	912 BEDFORD DR	18334	11	10
Residential	2514 SINCLAIR AV	44766	25	6
Residential	3303 MA-MAR CT	68052	10	7
Residential	3506 STANOLIND AV	18176	20	19
Residential	3507 DENTCREST DR	27374	13	13
Residential	2312 STANOLIND AV	94942	19	6
Residential	1304 E PARKER AV	17714	10	4
Residential	1605 EDWARDS ST	12084	11	9
Residential	2007 SHELL AV	83624	27	25
Residential	3523 SEABOARD AV	18116	10	8
Residential	1315 E PARKER AV	17658	31	10
Residential	411 W PARKER AV	20354	10	7
Residential	3609 W SHANDON AV	84296	10	23
Residential	3329 W SHANDON AV	40978	22	19
Residential	2609 CULVER DR	77726	10	7
Residential	3302 CLAREMONT DR	27218	8	10
Residential	5718 CROWLEY BL	33090	8	10
Residential	2828 FANNIN AV	79112	11	6
Residential	2611 CULVER DR	77724	13	9
Residential	2405 NEELY AV	16730	11	7
Residential	2605 TERRACE AV	29634	15	8
Residential	700 W KANSAS AV	100028	9	11
Residential	4811 DENTCREST DR	95314	13	12
Residential	5700 CAMDEN	32514	10	10
Residential	4606 COMANCHE DR	16964	10	7
Residential	1504 N C ST	18478	10	7
Residential	1012 N LORAIN ST	66952	16	12
Residential	4316 HARVARD AV	13476	10	9
Residential	1711 PRINCETON AV	82212	14	15

Residential	2406 ARBOR CR	103204	9	10
Residential	2809 ROOSEVELT AV	58348	11	8
Residential	1706 CHERRY LN	24502	13	11
Residential	405 E ESTES AV	52430	10	7
Residential	200 W COWDEN AV	38570	12	10
Residential	5805 STERLING PL	33758	11	12
Residential	3627 SHELL AV	83928	6	10
Residential	5106 STOREY AV	93770	16	8
Residential	2409 W KENTUCKY AV	18914	12	11
Residential	3001 LOCKHEED DR	71632	19	9
Residential	706 N LEE ST	24402	10	10
Residential	2005 BEDFORD DR	82018	9	14
Residential	2507 PRINCETON AV	42510	6	12
Residential	2904 EMERSON PL	25798	23	20
Residential	4401 ROSEWOOD DR	15718	17	13
Residential	4305 CRESTRIDGE DR	20854	16	9
Residential	4100 CRESTGATE AV	20928	10	6
Residential	1200 W TENNESSEE AV	57982	10	6
Residential	5429 BASSWOOD CR	35098	10	11
Residential	900 CITATION	68720	11	7
Residential	5116 KING RICHARDS ROW	34298	17	20
Residential	5101 CASTLEFORD RD	69078	10	13
Residential	2902 MOSS AV	25896	28	23
Residential	2801 EMERSON LN	25692	22	21
Residential	4507 STILLMEADOW DR	72204	11	9
Residential	4501 LENNOX DR	72214	11	10
Residential	706 W PINE AV	80084	10	4
Residential	1906 MORGAN WAY	81508	10	5
Residential	716 AUGUSTA DR	68400	17	1
Residential	700 DORAL CT	68450	11	7
Residential	4521 SHADY OAK CT	34596	13	1
Residential	4600 TEAKWOOD TRCE	34614	11	8
Residential	5508 CYPRESS CT	34854	17	9
Residential	2900 RACQUET CLUB DR	19446	20	15
Residential	4 HANOVER DR	31138	24	13
Residential	3603 WOODHAVEN CT	81072	13	5
Residential	3301 WOODHAVEN DR	80940	7	12
Residential	1607 SEABOARD AV	11874	14	3
Residential	303 WAVERLY DR	60088	19	22
Residential	4702 THOMASON DR	92488	10	9
Residential	1609 BELMONT ST	14606	15	14
Residential	4501 PASADENA DR	89308	12	2
Residential	4901 BROWNWOOD DR	16254	15	7
Residential	1503 S WEATHERFORD ST	73864	12	6
Residential	306 S GLENWOOD DR	91266	11	5
Residential	4514 WILSHIRE DR	90974	21	3
Residential	5112 SHADYLANE DR	105236	9	11

Residential	5004 THOMASON DR	91752	14	9
Residential	8300 GLASGOW DR	59110	24	22
Residential	1518 S DALLAS ST	73886	13	11
Residential	1517 S WEATHERFORD ST	73850	14	13
Residential	1202 BURCHILL DR	17286	10	7
Residential	803 W GRIFFIN AV	37922	21	12
Residential	608 SPRABERRY DR	61372	13	10
Residential	4514 ANETTA DR	89014	10	4
Residential	1917 FRINGEWOOD DR	114168	23	4
Residential	4606 WILSHIRE DR	90988	12	9
Residential	6009 PRAIRIE RIDGE DR	114058	7	23
Residential	2016 GLADEWOOD DR	114862	10	22
Residential	5401 LOS PATIOS DR	114716	17	11
Residential	5508 LOS PATIOS DR	119218	10	11
Residential	5501 LOS PATIOS DR	119220	14	11
Residential	4707 COMANCHE DR	17010	9	10
Residential	4604 ERIE DR	90820	3	12
Residential	508 S BENTWOOD DR	16250	13	8
Residential	4920 BROWNWOOD DR	16330	12	9
Residential	6500 GLADIOLA AV	45088	16	6
Residential	3803 PLEASANT DR	62698	10	7
Residential	4216 BAYBROOK PL	110438	12	12
Residential	313 S BENTWOOD DR	91244	13	10
Residential	707 SPRABERRY DR	62396	3	14
Residential	4404 PARKDALE DR	90916	11	9
Residential	4508 ERIE DR	90702	4	12
Residential	1920 FRINGEWOOD DR	116426	12	6
Residential	1806 MCDONALD ST	83922	11	12
Residential	2906 MARANATHA PL	95990	9	10
Residential	3500 SHELL AV	15088	13	12
Residential	5802 HIGHLAND BL	33746	12	8
Residential	1201 DELMAR ST	13436	10	13
Residential	5502 HIGHLAND CT	33408	20	35
Residential	616 RUBY DR	61294	11	8
Residential	715 RUBY DR	62438	10	10
Residential	929 N FT WORTH ST	25350	18	14
Residential	1020 N LORAIN ST	66960	10	10
Residential	1205 COUNTRY CLUB DR	54672	14	15
Residential	2904 SENTINEL DR	71652	28	23
Residential	2204 REGAL PL	96246	8	10
Residential	2300 LINDORA WAY	96284	17	15
Residential	1209 W KANSAS AV	54578	11	8
Residential	1505 STOREY AV	32322	13	7
Residential	1017 EDWARDS ST	90226	10	5
Residential	2 RIDGMAR CT	68056	10	4
Residential	2907 FREDNA PL	95946	10	6
Residential	309 E CUTHBERT AV	52464	13	8

Residential	1409 COMMUNITY LN	26298	26	25
Residential	1204 GARDEN LN	24126	10	8
Residential	4409 STANOLIND AV	70366	12	13
Residential	921 N DALLAS ST	25230	20	17
Residential	801 W CUTHBERT AV	38390	24	15
Residential	5625 HATHAWAY CT	33276	18	4
Residential	2408 WYDEWOOD DR	96056	15	10
Residential	1011 AINSLEE ST	70246	12	12
Residential	1203 BEDFORD DR	54728	11	9
Residential	914 COUNTRY CLUB DR	18300	17	11
Residential	3704 W LOUISIANA AV	57308	10	8
Residential	4308 FERNCLIFF AV	84922	10	10
Residential	2205 WARD ST	88664	21	22
Residential	4810 STOREY AV	93614	11	6
Residential	2403 SHELL AV	77158	13	10
Residential	3309 STANOLIND AV	48028	16	19
Residential	1403 WHITAKER ST	38628	20	15
Residential	2206 CULVER DR	32644	11	11
Residential	1318 E COWDEN AV	23860	14	13
Residential	409 E NOBLES AV	52356	11	10
Residential	2209 HUMBLE AV	14940	10	15
Residential	2604 MARIANA AV	58864	10	9
Residential	1511 EDWARDS ST	12022	11	12
Residential	2408 STANOLIND AV	94966	10	11
Residential	1902 N H ST	55196	11	5
Residential	815 W GOLF COURSE RD	18458	10	7
Residential	1313 E ESTES AV	23892	10	7
Residential	2600 N MIDKIFF RD	17614	23	21
Residential	4510 LEDDY DR	92640	10	2
Residential	506 RUBY DR	61286	10	8
Residential	1513 CARTER AV	103930	18	16
Residential	2710 W WASHINGTON AV	18990	19	4
Residential	5108 SHADYLANE DR	91704	13	13
Residential	4916 BROWNWOOD DR	16326	12	7
Residential	4209 EDGEBROOK PL	110464	16	25
Residential	3504 PRINCETON AV	44470	14	11
Residential	1610 W GOLF COURSE RD	11726	13	3
Residential	2512 SHELL AV	44726	11	4
Residential	2202 BOYD AV	14892	10	5
Residential	3303 STANOLIND AV	48034	10	9
Residential	3024 FREDNA PL	95828	11	9
Residential	910 W TENNESSEE AV	38182	10	3
Residential	1308 E NOBLES AV	17786	11	8
Residential	1202 E PARKER AV	90130	14	11
Residential	3103 SEABOARD AV	47948	17	18
Residential	1005 W PECAN AV	39050	11	9
Residential	1409 W GOLF COURSE RD	90432	16	12

Residential	304 E NOBLES AV	52370	14	12
Residential	5603 RIDGEMONT	33192	22	14
Residential	4307 CRESTRIDGE DR	20852	9	10
Residential	2312 W DENGAR AV	29490	24	10
Residential	4004 RADCLIFF CT	81216	6	10
Residential	4501 ST ANDREWS DR	26780	7	10
Residential	3804 FAIRHAVEN CT	27064	10	4
Residential	4001 RADCLIFF CT	81220	11	10
Residential	4006 GLENEAGLES CT	55652	18	13
Residential	2510 EMERSON DR	54900	16	13
Residential	4206 CRESTWOOD AV	20706	12	8
Residential	4307 CRESTGATE AV	20654	19	19
Residential	4701 AZALEA CT	100654	16	10
Residential	3307 STEWART AV	40938	11	14
Residential	5402 DREXEL CT	32972	10	9
Residential	5400 DREXEL CT	32970	6	16
Residential	2105 N JACKSON ST	81860	17	7
Residential	1601 W DENGAR AV	19458	11	4
Residential	3805 W KANSAS AV	57280	22	5
Residential	3607 MEADOWRIDGE LN	81010	11	10
Residential	3300 NORTHFIELD DR	80778	16	8
Residential	3505 CRESTMONT DR	27480	9	14
Residential	3502 CRESTMONT DR	27412	16	16
Residential	806 SINCLAIR AV	39938	20	47
Residential	2305 SEABOARD AV	94952	40	20
Residential	506 LIDDON AV	20058	21	61
Residential	1503 N C ST	32136	14	12
Residential	1609 N L ST	82466	14	3
Residential	1402 MOGFORD ST	23782	17	19
Residential	2207 PRINCETON AV	82138	14	12
Residential	3403 SENTINEL AV	44282	8	10
Residential	903 ALAMO DR	11228	18	15
Residential	1405 W PINE AV	38882	12	10
Residential	5513 HIGHLAND CT	33392	11	8
Residential	5507 HIGHLAND CT	33398	12	10
Residential	713 N CLAY ST	55870	11	8
Residential	708 W PINE AV	80082	15	6
Residential	2400 CAMARIE AV	29418	15	18
Residential	2510 CAMARIE AV	29740	15	9
Residential	3 BELFIELD CT	43248	13	10
Residential	3302 MAXWELL DR	64872	11	8
Residential	1704 BUTTERNUT LN	81750	14	12
Residential	2602 N L ST	89658	10	7
Residential	3601 DENTCREST DR	27378	17	10
Residential	2503 FANNIN AV	29692	23	16
Residential	1300 E HAMBY AV	31464	17	11
Residential	909 N DALLAS ST	25212	15	10

Residential	919 N MAIN ST	66892	9	10
Residential	4609 GULF AV	70818	10	9
Residential	3803 ST ANDREWS CT	80512	18	12
Residential	4 FAIRFAX CT	28058	23	14
Residential	2 DEERFIELD DR	31092	34	14
Residential	1 DEERFIELD DR	31090	31	22
Residential	3307 W DENGAR AV	40884	13	6
Residential	2606 CULVER DR	77716	10	6
Residential	3312 DENTCREST DR	27180	7	11
Residential	1409 W PINE AV	38878	11	7
Residential	2307 W DENGAR AV	29566	14	10
Residential	3310 STEWART AV	40974	12	2
Residential	3508 NORTHFIELD DR	80874	19	10
Residential	3903 NORTHFIELD CT	80488	8	10
Residential	4008 ANGELINA DR	102812	15	5
Residential	3116 AUBURN DR	43646	10	10
Residential	3500 TRINITY MEADOWS DR	80818	20	7
Residential	1810 MAGNOLIA AV	66448	12	6
Residential	1808 MAGNOLIA AV	66446	10	7
Residential	412 E DORMARD AV	12598	13	10
Residential	3001 MOSS AV	25932	10	8
Residential	3320 HAYNES AV	71842	11	8
Residential	4308 BOULDER DR	72066	10	8
Residential	6 MARCHELLE CT	29830	12	5
Residential	2608 N GARFIELD ST	25384	13	11
Residential	2401 FANNIN AV	29252	10	6
Residential	1009 W CUTHBERT AV	38422	12	9
Residential	1300 SPARKS ST	70040	10	0
Residential	3219 CIMMARON AV	41840	10	7
Residential	2603 MCCLINTIC ST	25420	15	13
Residential	1605 HICKORY AV	66000	11	12
Residential	3409 WOODHAVEN DR	80956	11	7
Residential	1805 MORGAN WAY	81476	11	10
Residential	4513 ST ANDREWS DR	26792	11	9
Residential	2109 BUTTERNUT LN	81882	12	5
Residential	3902 DOUGLAS AV	78116	13	13
Residential	2502 CAMARIE AV	29748	20	8
Residential	4400 AMISTAD DR	53228	14	7
Residential	4507 BELTON PL	53132	5	11
Residential	3505 TRINITY MEADOWS DR	80836	20	18
Residential	2601 TERRACE AV	29638	11	12
Residential	3305 CANEMONT DR	27198	7	10
Residential	3311 CRESTMONT DR	27532	11	8
Residential	3909 NORTHFIELD CT	80482	14	10
Residential	407 W JAX AV	20306	11	6
Residential	1904 SPARKS ST	33812	11	3
Residential	2521 CASTLEFORD RD	90358	10	8

Residential	4703 MELVILLE DR	96660	13	9
Residential	419 E PINE AV	45976	11	6
Residential	2912 MOSS AV	25906	12	6
Residential	3902 LEHIGH DR	72400	14	9
Residential	4000 NORWOOD ST	72588	22	20
Residential	4302 MILLER DR	28766	10	10
Residential	404 PLAYER CT	28838	14	15
Residential	2607 KESWICK CV	82948	10	6
Residential	2509 FAIRVIEW LN	63672	7	12
Residential	2814 PURPLE SAGE TR	82822	17	9
Residential	4906 SUNDOWN CR	82862	8	10
Residential	4809 RICHMOND DR	64356	14	14
Residential	5011 MELVILLE DR	63924	13	7
Residential	3801 CRESTRIDGE DR	20780	22	4
Residential	4512 CHERRYWOOD DR	15816	10	9
Residential	4519 WOODHOLLOW DR	15800	16	13
Residential	2310 METZ PL	32056	19	15
Residential	4405 LENNOX DR	72298	31	21
Residential	2802 HAYNES DR	88402	2	10
Residential	3806 TRINITY DR	80534	43	14
Residential	4101 WESTMINISTER DR	72336	13	8
Residential	4011 NORWOOD ST	72854	18	14
Residential	2213 SHELL AV	14908	18	16
Residential	2005 HUNTINGTON ST	88608	13	10
Residential	4708 ELMA DR	95354	10	13
Residential	3115 STANOLIND AV	47866	12	6
Residential	3208 STANOLIND AV	47912	13	15
Residential	3805 CIMMARON AV	84742	16	12
Residential	3604 PRINCETON AV	44634	10	9
Residential	2309 W GOLF COURSE RD	69518	6	10
Residential	1700 DOUGLAS AV	82302	19	17
Residential	205 CLUB DR	67998	30	18
Residential	3805 STANOLIND AV	31046	15	12
Residential	1916 CENTERVIEW	32912	18	9
Residential	600 E BROADWAY	32234	16	7
Residential	2404 SINCLAIR AV	77172	16	2
Residential	5201 RAINBOW RD	11466	13	17
Residential	1500 DOUGLAS AV	82272	40	11
Residential	1609 HODGES ST	82530	12	9
Residential	4603 TAMMY CV	95880	4	21
Residential	1710 NORTHRUP DR	88842	19	4
Residential	5506 ASHWOOD CT	105032	14	10
Residential	2404 LOCKHEED DR	69528	6	22
Residential	3803 GULF AV	85034	14	11
Residential	4613 NEELY AV	96050	14	5
Residential	710 N TILDEN ST	55770	15	13
Residential	1605 N N ST	82514	21	9

Residential	1607 HODGES ST	82532	10	8
Residential	1511 BEDFORD DR	32432	28	16
Residential	1704 DOUGLAS AV	82306	22	4
Residential	3403 ALICIA CT	77926	7	24
Residential	5305 ANETTA DR	116328	10	6
Residential	208 W COWDEN AV	38562	15	7
Residential	3409 SYCAMORE AV	59612	6	14
Residential	5708 RIDGEMONT PL	33528	11	12
Residential	4628 LAURA DR	14166	11	8
Residential	2213 CULVER DR	32602	17	5
Residential	2407 STANOLIND AV	94894	16	8
Residential	5300 LAVACA AV	54024	10	12
Residential	4208 GLENEAGLES DR	55626	11	3
Residential	2408 CIMMARON AV	29550	12	10
Residential	5202 RIO GRANDE DR	53676	13	12
Residential	3909 BUCHANAN PL	54130	12	9
Residential	2625 W WADLEY AV	29722	13	13
Residential	3805 WEDGWOOD CT	80530	16	8
Residential	2511 PRINCETON AV	57984	8	10
Residential	1424 W PINE AV	38920	11	9
Residential	1621 ENGLISH DR	81328	16	0
Residential	2404 W DENGAR AV	29526	7	13
Residential	1603 W PINE AV	89738	14	10
Residential	1605 W PINE AV	89736	18	4
Residential	3505 WEDGWOOD ST	80616	10	9
Residential	3705 MARK LN	27012	12	11
Residential	3705 DENTCREST DR	27430	10	11
Residential	1308 LYNN AV	11522	10	5
Residential	1000 N WEATHERFORD ST	90236	11	9
Residential	1113 N COLORADO ST	38496	10	10
Residential	3806 FAIRGREEN CT	26930	18	10
Residential	1802 HUNTINGTON ST	40630	38	22
Residential	1606 N L ST	82458	8	11
Residential	3504 WEDGWOOD ST	80666	10	9
Residential	4501 GLENEAGLES DR	26702	10	13
Residential	1931 MORGAN WAY	81592	10	5
Residential	2749 RACQUET CLUB DR	65308	17	11
Residential	2103 ABBEY PL	96346	10	6
Residential	5703 FENWAY	32482	15	7
Residential	300 S MADISON ST	51948	13	11
Residential	3301 DAWN CR	71914	14	14
Residential	2409 HUMBLE AV	77186	11	9
Residential	1907 HUNTINGTON ST	44804	18	10
Residential	5509 SUNDANCE CT	33446	28	11
Residential	1807 MORGAN WAY	81478	11	10
Residential	2604 RACQUET CLUB DR	25464	19	6
Residential	3206 W DENGAR AV	41740	11	6

Residential	2813 CIMMARON AV	79040	11	4
Residential	2310 TERRACE AV	29208	16	15
Residential	3232 W SHANDON AV	41642	12	7
Residential	1708 BEDFORD DR	65728	12	7
Residential	1703 BEDFORD DR	32404	24	4
Residential	1114 E ESTES AV	31152	15	10
Residential	5107 BLUE HAVEN DR	124750	8	15
Residential	5205 BLUE HAVEN DR	125658	1	16
Residential	2015 E PINE AV	19326	11	7
Residential	3617 ANETTA DR	62932	17	12
Residential	4109 KINGWOOD CT	130162	7	17
Residential	808 S CARVER ST	57914	18	11
Residential	14 METZ CT	31796	11	6
Residential	2601 HAYNES DR	31756	11	8
Residential	1001 BONHAM ST	78360	10	7
Residential	3205 MAXWELL DR	43402	36	21
Residential	3904 WILLINGHAM DR	78332	13	12
Residential	3908 WILLINGHAM DR	78336	18	12
Residential	3901 BEDFORD AV	78256	9	10
Residential	3800 PERMIAN CT	78266	5	12
Residential	1905 E PECAN AV	19258	10	13
Residential	4 AUBURN CT	31714	15	4
Residential	12 STUTZ CT	31700	16	14
Residential	7 STUTZ CT	31690	24	21
Residential	5707 RIO GRANDE AV	126386	20	14
Residential	2607 HARVARD AV	58108	4	19
Residential	6329 HAYWOOD DR	126708	14	9
Residential	6336 PRAIRIE RIDGE DR	126740	20	21
Residential	6301 HAYWOOD DR	125884	20	15
Residential	3400 W LOUISIANA AV	23230	10	5
Residential	2106 W WASHINGTON AV	87940	10	6
Residential	3225 DELANO AV	22002	19	6
Residential	5100 SUNNYSIDE DR	93842	10	6
Residential	100 MCDONALD ST	61548	15	13
Residential	3500 LOCKHEED AV	44650	11	4
Residential	1012 ALPINE ST	44356	14	11
Residential	2900 ROOSEVELT AV	58662	11	9
Residential	2800 PRINCETON AV	48294	10	7
Residential	4414 WILSHIRE DR	90958	10	7
Residential	705 N DALLAS ST	40208	10	7
Residential	2110 WYDEWOOD DR	96080	4	10
Residential	5501 ASHWOOD CT	33378	11	3
Residential	5701 GREENRIDGE	32752	5	20
Residential	403 S BENTON ST	36252	11	7
Residential	3416 BEDFORD AV	44400	51	17
Residential	2004 WINDDRIFT	32838	10	12
Residential	2313 STOREY AV	42230	14	6

Residential	5409 HILLCREST CT	33016	17	13
Residential	2911 W MICHIGAN AV	30696	15	4
Residential	3423 STOREY AV	80386	12	9
Residential	1901 W TEXAS AV	87420	12	3
Residential	407 S CARVER ST	52096	15	13
Residential	1008 W INDIANA AV	86688	16	11
Residential	4719 W CUTHBERT AV	14118	16	12
Residential	2903 FRANKLIN AV	58224	10	9
Residential	5210 STOREY AV	93882	10	6
Residential	705 ALPINE ST	23122	10	8
Residential	2715 FRANKLIN AV	58268	12	11
Residential	3100 SENTINEL DR	71630	15	7
Residential	402 N BENTWOOD DR	93546	24	21
Residential	2009 HOLLOWAY AV	87746	7	10
Residential	101 MCDONALD ST	60700	11	11
Residential	4504 ROOSEVELT DR	92702	0	14
Residential	3805 PLEASANT DR	62696	10	6
Residential	3815 MONTY DR	60446	17	13
Residential	2111 W WASHINGTON AV	87958	17	13
Residential	304 PYLANT ST	23658	15	14
Residential	3103 KESSLER AV	22324	20	18
Residential	4620 RIC DR	93344	13	14
Residential	3411 THOMAS AV	59386	10	5
Residential	3816 MONTY DR	60396	14	10
Residential	3200 SYCAMORE AV	21760	17	6
Residential	4315 ROOSEVELT DR	61862	14	14
Residential	4204 MONTY DR	124758	10	5
Residential	4200 HARLOWE DR	61622	18	20
Residential	4826 STOREY AV	93666	10	6
Residential	5204 BELAIRE DR	93952	10	8
Residential	1217 S WEATHERFORD ST	73420	13	12
Residential	5204 GREATHOUSE AV	118676	16	19
Residential	4007 CEDAR SPRING DR	61344	17	20
Residential	3810 TANNER DR	60508	8	11
Residential	4208 PLEASANT DR	63202	11	16
Residential	4622 WOODHOLLOW DR	111646	22	12
Residential	413 SWEETBRIAR DR	93686	13	14
Residential	207 HOLLY DR	60230	3	20
Residential	4809 W ILLINOIS AV	91880	11	9
Residential	4422 ROOSEVELT DR	93070	10	6
Residential	4413 LEDDY DR	93042	10	4
Residential	3208 HILL AV	21824	12	8
Residential	2510 W WASHINGTON AV	18942	11	6
Residential	4801 SHADYLANE DR	91826	11	8
Residential	1610 W WASHINGTON AV	87178	20	16
Residential	300 S GLENWOOD DR	91272	11	7
Residential	4511 PASADENA DR	89298	10	3

Residential	3804 ROOSEVELT DR	60356	57	12
Residential	2910 DELANO AV	58724	11	10
Residential	2013 GLADEWOOD DR	115300	31	16
Residential	4504 LEDDY DR	92634	10	8
Residential	2707 W KENTUCKY AV	18980	10	11
Residential	116 S EISENHOWER DR	92532	11	7
Residential	5107 W ILLINOIS AV	91720	14	14
Residential	107 CANYON DR	61060	14	9
Residential	4509 BENT TREE TR	35894	14	15
Residential	3509 TRINITY MEADOWS DR	80832	20	16
Residential	3403 MEADOWRIDGE LN	80804	10	6
Residential	4212 MERRILL DR	55506	10	8
Residential	111 W DORMARD AV	12634	15	5
Residential	1105 E PECAN AV	77458	11	8
Residential	3115 AUBURN DR	43640	18	16
Residential	301 E PECAN AV	45790	10	10
Residential	4013 ANGELINA DR	102818	15	19
Residential	1622 E PINE AV	65784	15	12
Residential	2312 STUTZ PL	31874	8	11
Residential	2400 STUTZ PL	31876	14	8
Residential	3411 MEADOWRIDGE LN	80796	20	10
Residential	3605 HYDE PARK AV	84436	10	6
Residential	4842 RUSTIC TR	35368	20	7
Residential	5003 THAMES CT	64596	12	12
Residential	4901 POLO PARKWAY	64446	20	22
Residential	4905 OAKWOOD CT	35258	16	19
Residential	4607 TEAKWOOD TRCE	34912	11	4
Residential	5012 SHERWOOD DR	34436	12	3
Residential	1 REO CT	43728	44	11
Residential	3410 MEADOWRIDGE LN	80760	12	12
Residential	3302 DAWN CR	71870	15	2
Residential	1702 SPARKS ST	33852	19	9
Residential	10 RIDGMAR CT	68064	14	13
Residential	111 E COWDEN AV	64766	11	11
Residential	2517 SHELL AV	44754	10	7
Residential	3300 MOSS CT	102994	12	9
Residential	2824 FRONTIER AV	79058	13	5
Residential	3532 HYDE PARK AV	41334	7	15
Residential	413 E PINE AV	45982	17	14
Residential	1726 E PINE AV	66090	11	9
Residential	2505 AUBURN PL	31834	23	22
Residential	6811 ISLAND CR	35530	18	6
Residential	5304 SHADY BEND CT	35762	22	27
Residential	5324 SHADY BEND CT	35750	18	26
Residential	4812 RUSTIC TR	35640	10	37
Residential	6011 QUEENS CT	34206	15	18
Residential	3922 EDGEBROOK CT	51160	16	25

Residential	4702 RICHMOND CT	64334	10	5
Residential	4318 TREVINO ST	28792	12	8
Residential	4507 IRWIN CT	28678	10	7
Residential	4311 NICKLAUS ST	28642	12	9
Residential	4104 FAIRWOOD DR	51008	17	11
Residential	5101 SHERWOOD DR	34368	13	9
Residential	904 SORREL LANE EAST	68794	24	14
Residential	3931 TANFORAN CT	51230	4	21
Residential	4908 FIELDS PL	63844	12	10
Residential	4800 W WADLEY AV	27722	10	13
Residential	1909 N D ST	17354	10	7
Residential	217 BAYBERRY PARKWAY	50992	14	11
Residential	4970 RUSTIC TR	35360	10	9
Residential	6826 ISLAND CR	35548	12	8
Residential	5207 GREEN TREE BL	35124	13	11
Residential	4802 OAKWOOD CT	35220	13	8
Residential	4101 BOULDER DR	72104	14	10
Residential	6706 WEST WIND CT	35982	14	16
Residential	6404 SEQUOIA DR	34758	45	22
Residential	11 HIALEAH DR	68572	20	6
Residential	203 SKYWOOD CR	48314	11	9
Residential	3315 HAYNES AV	71874	16	12
Residential	3607 NORTHFIELD DR	81052	9	11
Residential	2519 STANOLIND AV	88528	21	4
Residential	3504 SEABOARD AV	18102	9	14
Residential	3045 FREDNA PL	95718	10	11
Residential	4812 KNIGHTS PL	64666	16	11
Residential	1306 TERRA CT	69224	29	21
Residential	4104 WESTMINISTER DR	72276	14	10
Residential	1602 E PINE AV	65764	10	9
Residential	1707 NORMANDY LN	64584	20	12
Residential	5311 SAN ANTONIO CT	54090	9	10
Residential	2507 CAMARIE AV	29876	13	3
Residential	1 LINDA CT	29868	9	10
Residential	2731 RACQUET CLUB DR	65294	37	15
Residential	3203 W SHANDON AV	41678	11	8
Residential	2211 NEELY AV	15062	22	4
Residential	2003 N D ST	52830	17	7
Residential	104 W JAX AV	20498	11	12
Residential	2009 WINFIELD RD	83648	27	24
Residential	117 WINDRIDGE CR	105892	16	8
Residential	2504 FAIRVIEW LN	63660	10	9
Residential	414 E DENGAR AV	12570	4	12
Residential	1919 ENGLISH DR	81642	10	8
Residential	4105 ST ANDREWS DR	55572	13	11
Residential	2405 FAIRVIEW LN	63720	15	25
Residential	4800 MELVILLE DR	82972	14	14

Residential	4016 BAYBROOK DR	51044	22	18
Residential	3612 JORDAN AV	84504	15	15
Residential	6939 SUNRISE CT	35708	13	10
Residential	4502 ISLAND DR	35402	19	17
Residential	4408 GREEN TREE BL	34506	34	19
Residential	5106 SHERWOOD DR	34422	6	20
Residential	4008 FAIRWOOD DR	51014	19	27
Residential	3917 FAIRWOOD CT	51206	8	10
Residential	5014 WHITMAN DR	64008	7	11
Residential	5014 BLUEBIRD BRANCH CT	63996	12	4
Residential	1822 DUKES DR	64314	9	10
Residential	102 E SHANDON AV	12294	12	10
Residential	2820 FANNIN AV	79120	13	7
Residential	2822 FANNIN AV	79118	8	12
Residential	1704 N D ST	11540	15	22
Residential	4604 ASPEN DR	95180	10	12
Residential	3610 CRESTMONT DR	27394	10	8
Residential	1607 N C ST	32122	10	8
Residential	4315 W DENGAR AV	84796	9	10
Residential	1905 W TENNESSEE AV	38802	14	11
Residential	2014 W GOLF COURSE RD	14862	12	8
Residential	2001 COMMUNITY LN	82358	12	5
Residential	2506 HOYA DR	11432	22	11
Residential	1504 HUMBLE AV	79154	15	13
Residential	1608 N D ST	32096	12	14
Residential	1703 WESTERN DR	23744	10	8
Residential	2010 SINCLAIR AV	83618	13	12
Residential	1411 SPARKS ST	52650	18	10
Residential	2008 PRINCETON AV	82150	14	5
Residential	105 W DENGAR AV	12356	9	10
Residential	3502 EDMONT DR	27510	8	10
Residential	3604 PINEMONT DR	27784	11	31
Residential	3410 SINCLAIR AV	77856	3	13
Residential	2806 LOCKHEED DR	48178	18	52
Residential	5703 DEVLIN PL	33580	20	10
Residential	5806 DEVLIN PL	33690	17	17
Residential	601 N TERRELL ST	40286	11	11
Residential	311 N ADAMS ST	51526	8	11
Residential	2311 STOREY AV	42228	19	17
Residential	4727 W ILLINOIS AV	92034	14	10
Residential	3302 HAYNES AV	102962	11	0
Residential	1612 E PECAN AV	65820	7	13
Residential	4207 ARROYO DR	72060	14	8
Residential	3113 W LOUISIANA AV	30292	13	11
Residential	3512 W MICHIGAN AV	23392	18	4
Residential	601 S JEFFERSON ST	75298	10	22
Residential	2703 KESSLER AV	58934	11	7

Residential	336 ROCKYLANE DR	91590	11	9
Residential	4618 RIC DR	93346	12	9
Residential	1202 S BAIRD ST	73340	12	6
Residential	3309 TRAVIS AV	59746	10	7
Residential	603 RUBY DR	61200	13	19
Residential	1107 MCKENZIE ST	49518	10	7
Residential	4309 PLEASANT DR	63228	14	14
Residential	4614 BOWIE DR	13978	11	7
Residential	3412 W OHIO AV	23478	7	16
Residential	4409 CROCKETT AV	105278	11	7
Residential	2703 MARIANA AV	58778	13	10
Residential	307 ALPINE ST	23670	16	6
Residential	1501 BELMONT ST	14548	15	9
Residential	1604 S LORAIN ST	14620	4	14
Residential	1308 BELMONT ST	14352	16	6
Residential	5205 STOREY AV	91628	10	6
Residential	4725 BEDFORD AV	85318	8	11
Residential	1605 W WASHINGTON AV	87192	7	10
Residential	3312 DELANO AV	59426	11	5
Residential	4727 STOREY AV	91976	11	8
Residential	304 E NEW YORK AV	75408	10	7
Residential	406 S TYLER ST	52022	4	10
Residential	4613 ANETTA DR	88904	14	12
Residential	4522 COMANCHE DR	16916	13	5
Residential	4613 W CUTHBERT AV	14184	10	9
Residential	3100 BARKLEY AV	82652	11	12
Residential	2615 DELANO AV	58574	14	15
Residential	503 CANYON DR	61024	11	7
Residential	4514 PLEASANT DR	89286	10	9
Residential	3310 DELANO AV	59428	16	13
Residential	3204 PARK LN	21718	10	9
Residential	3501 TANNER DR	60106	21	2
Residential	706 S BIG SPRING ST	75566	13	12
Residential	707 S BIG SPRING ST	75596	9	19
Residential	4512 STOREY AV	93258	10	8
Residential	218 MITCHELL ST	58490	12	2
Residential	3619 BAUMANN AV	57398	15	12
Residential	4615 LAURA DR	14008	15	6
Residential	3901 ROOSEVELT DR	60634	11	11
Residential	2007 COLLEGE AV	87796	22	3
Residential	5115 REEVES CR	89432	11	11
Residential	5000 ANETTA DR	89488	10	9
Residential	3402 LIMESTONE LN	120902	26	14
Residential	4310 PASADENA DR	63154	11	9
Residential	505 BROWNWOOD DR	16296	20	20
Residential	4821 WOODHOLLOW DR	111628	22	18
Residential	3303 ROSEMONT DR	27866	22	9

Residential	4615 CHEROKEE DR	17100	10	1
Residential	4720 CHEROKEE DR	16982	13	7
Residential	4216 EDGEBROOK PL	110470	19	15
Residential	5219 GREATHOUSE DR	117554	7	12
Residential	4810 ANETTA DR	112738	22	10
Residential	4605 CHEROKEE DR	17090	17	16
Residential	1707 BRYANT ST	20110	10	7
Residential	3214 WHITTLE WAY	95252	8	10
Residential	5815 GRASSLAND BL	112268	10	8
Residential	4204 BAYBROOK PL	110450	8	10
Residential	3502 MOCKINGBIRD LN	56012	6	10
Residential	4909 WOODHOLLOW DR	119068	13	15
Residential	1610 HOLLOWAY AV	87704	12	12
Residential	4506 TREVINO ST	28446	15	4
Residential	4605 GRAHAM DR	28428	23	12
Residential	309 E SUMMIT AV	15352	11	7
Residential	2010 S TERRELL ST	104420	3	17
Residential	505 E STOKES AV	15158	14	15
Residential	2101 S BAIRD ST	15344	11	11
Residential	1402 MANOR ST	78398	11	14
Residential	6516 FERN AV	119352	12	14
Residential	4804 RANGEWOOD CT	111588	11	8
Residential	1826 DUKES DR	64312	17	2
Residential	4705 ROSEWOOD DR	15968	7	10
Residential	4520 HILLTOP DR	15876	11	12
Residential	3609 APOLLO CT	21090	18	11
Residential	4010 TRINITY CT	81086	12	11
Residential	4417 FAIRGATE DR	104740	20	11
Residential	4301 DOWNING AV	72722	21	18
Residential	1800 HUNTINGTON ST	40628	25	12
Residential	1401 DOUGLAS AV	13754	13	6
Residential	1403 DOUGLAS AV	13756	38	11
Residential	4614 FLOYD CT	28458	13	10
Residential	2003 COLEMAN CT	30830	11	20
Residential	5008 CHAPEL HILL DR	63502	20	9
Residential	4713 #4 SPRING MEADOW LN	48460	13	7
Residential	2212 SOUTHAMPTON LN	64140	14	18
Residential	5004 POLO PARKWAY	64572	12	9
Residential	1318 TERRA CT	69248	12	12
Residential	2802 EMERSON LN	25668	12	11
Residential	4705 E CHERRYWOOD CT	16022	10	10
Residential	3302 FELDSPAR LN	120280	13	11
Residential	6006 YORKSHIRE DR	34122	13	13
Residential	1900 W WALL ST	129994	36	21
Residential	2403 SEABOARD AV	94982	31	23
Residential	1108 E CUTHBERT AV	31420	11	11
Residential	2004 UPLAND ST	68066	14	9

Residential	2906 WYDEWOOD DR	95912	11	7
Residential	2605 SENTINEL DR	48238	11	9
Residential	4005 CARDINAL LN	21436	18	19
Residential	1003 MOGFORD ST	70202	13	9
Residential	4305 NICKLAUS ST	28648	16	7
Residential	2701 CALDERA DR	82892	9	12
Residential	911 CITATION	68736	17	10
Residential	5000 CASTLEFORD RD	68958	12	10
Residential	5503 STERLING CT	33426	6	12
Residential	4403 VERSAILLES DR	90464	10	10
Residential	3310 DOUGLAS AV	97758	11	9
Residential	2203 COUNTRY CLUB DR	81994	11	7
Residential	400 EDGEWOOD DR	93318	6	12
Residential	2708 W WASHINGTON AV	18992	19	4
Residential	3205 PARK LN	21696	12	12
Residential	1110 LANHAM ST	70154	11	14
Residential	1110 MOGFORD ST	70082	6	10
Residential	3207 SENTINEL DR	71710	17	11
Residential	2010 COUNTRY CLUB DR	82008	18	11
Residential	2207 BEDFORD DR	82034	16	5
Residential	3305 PRINCETON AV	44216	10	6
Residential	1801 W TENNESSEE AV	88068	20	21
Residential	1605 W MICHIGAN AV	32206	41	10
Residential	2000 HEREFORD BL	32860	12	10
Residential	1905 CENTERVIEW	32794	19	12
Residential	5704 GREENRIDGE	32802	26	18
Residential	508 S CARVER ST	57652	4	13
Residential	3410 W LOUISIANA AV	23220	0	10
Residential	3809 TANNER DR	60550	13	12
Residential	5502 DREXEL CT	32980	17	9
Residential	4628 WILSHIRE DR	91010	6	11
Residential	401 NEELY AV	43080	6	10
Residential	2301 ORCHARD LN	24678	16	11
Residential	3408 ROOSEVELT DR	59456	10	9
Residential	5010 WHITMAN DR	64012	22	20
Residential	3409 ROOSEVELT DR	59500	7	13
Residential	3301 W MICHIGAN AV	23492	7	10
Residential	3221 W MICHIGAN AV	13172	10	8
Residential	1204 COMMUNITY LN	26274	26	21
Residential	1717 S MARSHALL ST	74322	12	8
Residential	1704 S MARSHALL ST	74344	11	10
Residential	4954 RUSTIC TR	35284	12	16
Residential	4962 RUSTIC TR	35276	11	6
Residential	407 HART AV	20136	14	5
Residential	2100 WOODLAWN DR	55362	14	6
Residential	511 W NEW JERSEY AV	49546	10	8
Residential	1308 S JEFFERSON ST	73608	13	8

Residential	1310 S MARSHALL ST	73566	10	7
Residential	201 DONALD ST	102340	16	14
Residential	1307 S TERRELL ST	73548	16	13
Residential	1002 S TERRELL ST	76166	17	12
Residential	4310 LEHIGH DR	72728	10	7
Residential	1308 W NEW JERSEY AV	49422	13	3
Residential	1106 W NEW JERSEY AV	49382	14	11
Residential	4400B FAIRGATE DR	104732	3	13
Residential	4416 FAIRGATE DR	26756	8	15
Residential	1415 VENTURA AV	38940	10	9
Residential	4485 HACKBERRY CT	34632	17	17
Residential	4007 ANGELINA DR	102826	14	8
Residential	4503 MEADOWLARK LN	48692	14	13
Residential	5414 BASSWOOD CR	34762	15	6
Residential	5013 CASTLEFORD RD	69034	16	15
Residential	201 SKYWOOD CR	48312	22	19
Residential	4903 HILLSBORO CT	48612	11	8
Residential	5013 LOS ALAMITOS DR	69004	16	3
Residential	1613 HARVARD AV	65700	14	7
Residential	3 BAY MEADOWS LN	68492	52	16
Residential	4204 DAWN CR	71862	10	7
Residential	1811 MAGNOLIA AV	66374	12	5
Residential	3507 MEADOWRIDGE LN	80788	12	8
Residential	5301 SCOTTSBORO LN	35298	25	20
Residential	22 SADDLE CLUB DR	68536	16	20
Residential	4410 WARD ST	15438	11	11
Residential	3804 CRESTLINE AV	20586	20	3
Residential	3900 WESTMINISTER DR	72324	17	22
Residential	3411 WOODHAVEN DR	80958	10	8
Residential	418 HICKORY AV	45312	10	3
Residential	104 W SPRUCE AV	46078	12	12
Residential	2607 FANNIN AV	29660	19	17
Residential	1503 N MAIN ST	20486	12	11
Residential	2403 HUMBLE AV	77180	44	16
Residential	1602 N J ST	82410	21	17
Residential	4703 KNIGHTS PL	64462	15	6
Residential	1904 N D ST	11618	18	14
Residential	2406 SEABOARD AV	16714	17	12
Residential	3526 W SHANDON AV	41186	15	14
Residential	3622 HYDE PARK AV	84604	11	10
Residential	1105 AINSLEE ST	70162	10	11
Residential	3006 PRINCETON AV	71774	11	10
Residential	3002 FRANKLIN AV	101188	15	2
Residential	4108 FOX HOLLOW CT	81154	13	6
Residential	709 N CALHOUN ST	55790	17	39
Residential	3231 W SHANDON AV	41706	20	6
Residential	3105 SEABOARD AV	47946	10	1

Residential	2200 NEELY AV	25400	8	10
Residential	2509 HUMBLE AV	44708	19	11
Residential	104 S G ST	101962	8	13
Residential	3119 ROOSEVELT AV	21888	11	10
Residential	2412 W DENGAR AV	29518	21	21
Residential	3303 CANEMONT DR	27196	13	11
Residential	2209 HEREFORD BL	33476	24	0
Residential	501 S CALHOUN ST	36484	6	10
Residential	2205 PRINCETON AV	82140	10	10
Residential	5801 HIGHLAND BL	33726	6	14
Residential	2315 COUNTRY CLUB DR	70186	21	12
Residential	3107 PRINCETON AV	97470	12	16
Residential	5607 HEARTLAND AV	33122	20	19
Residential	3509 WEDGWOOD ST	80612	15	2
Residential	3215 SINCLAIR AV	47686	4	11
Residential	2717 RACQUET CLUB DR	65286	33	11
Residential	3202 W SHANDON AV	41672	11	2
Residential	3610 DENTCREST DR	27108	13	11
Residential	4112 SPRINGFIELD CT	81188	10	8
Residential	1905 BRYANT ST	20026	11	9
Residential	4212 GREENBRIAR DR	84820	13	6
Residential	5704 CROWLEY BL	33082	19	12
Residential	4724 W DENGAR AV	95700	10	9
Residential	4502 CIMMARON AV	70484	8	10
Residential	1310 E CUTHBERT AV	39962	18	7
Residential	2210 BOYD AV	14884	1	10
Residential	2408 SINCLAIR AV	77168	21	19
Residential	1411 E PARKER AV	17698	19	8
Residential	310 MAPLE AV	45424	17	13
Residential	2607 INWOOD CT	65172	44	16
Residential	6833 ISLAND CR	35508	11	9
Residential	4925 RUSTIC TR	35462	24	13
Residential	2503 HAYNES DR	31766	16	10
Residential	5113 CANADIAN AV	53324	10	5
Residential	112 W SPRUCE AV	46086	13	8
Residential	2303 ABBEY PL	96232	11	17
Residential	4100 FAIRWOOD DR	51010	19	22
Residential	4809 PINE MEADOW DR	48548	17	10
Residential	801 CANONERO	68758	17	14
Residential	5013 POLO PARKWAY	64488	13	12
Residential	1307 E JAX AV	31470	12	7
Residential	2100 SEABOARD AV	15078	57	17
Residential	5428 BASSWOOD CR	34776	20	16
Residential	1708 COVENTRY LN	64642	18	10
Residential	1303 CASTLEFORD RD	69156	28	25
Residential	5206 TEAKWOOD TRCE	34798	13	6
Residential	913 SORREL LANE WEST	68706	10	6

Residential	6505 SEQUOIA DR	34988	10	9
Residential	4406 TREVINO ST	28514	10	7
Residential	401 PINWOOD CT	48354	6	12
Residential	607 MEADOWPARK DR	48532	16	10
Residential	809 CANONERO	68750	24	21
Residential	1304 DAVENTRY PL	69184	21	12
Residential	3921 EDGEBROOK CT	51136	8	12
Residential	5108 WIDENER STRIP	34230	12	8
Residential	4701 GREEN TREE BL	34738	17	17
Residential	4900 RUSTIC TR	35786	8	12
Residential	4845 RUSTIC TR	35486	22	18
Residential	124 BAYBERRY PARKWAY	50998	10	12
Residential	4700 GREEN TREE BL	34526	14	8
Residential	1809 BRYANT ST	20092	16	7
Residential	1918 CRESCENT PL	20552	39	18
Residential	1908 E PECAN AV	19226	11	9
Residential	4605 GREEN TREE BL	34732	5	14
Residential	2823 EMERSON PL	25716	13	6
Residential	2601 EMERSON DR	54870	24	6
Residential	3307 PERRY ST	16066	10	7
Residential	4406 KERI CT	15498	10	10
Residential	4602 LANHAM ST	49066	10	9
Residential	1610 MAGNOLIA AV	65962	34	14
Residential	411 COTTONWOOD AV	45202	12	9
Residential	4409 VERDE GLEN CT	35918	13	14
Residential	4600 BREEZEWAY CT	35962	23	12
Residential	3606 JORDAN AV	84510	25	26
Residential	3406 CRESTMONT DR	27418	11	7
Residential	2109 N PECOS ST	52932	12	11
Residential	2504 SEABOARD AV	37616	14	4
Residential	529 SOLOMON LN	338	19	19
Residential	2305 STUTZ PL	31912	16	11
Residential	5305 SCOTTSBORO LN	35296	12	9
Residential	6808 ISLAND CR	35564	27	15
Residential	4106 STRATTON DR	72794	10	6
Residential	5 BENTLEY CT	43666	18	18
Residential	3715 NORTHFIELD DR	81044	67	17
Residential	1614 MAGNOLIA AV	65966	19	24
Residential	2503 MAXWELL DR	28110	10	6
Residential	420 W DORMARD AV	42846	22	18
Residential	4101 VALLEY DR	72040	9	12
Residential	4506 WOODHOLLOW DR	15892	16	26
Residential	4716 GATEWAY ST	21002	10	6
Residential	4103 CRESTWOOD AV	20612	17	14
Residential	1721 E PINE AV	66068	10	5
Residential	1717 E PINE AV	66072	13	12
Residential	4801 W CHERRYWOOD CT	15984	18	18

Residential	2822 NORTHTOWN PL	25726	16	3
Residential	2413 STANOLIND AV	94888	20	10
Residential	1206 HARVARD AV	13728	10	3
Residential	4004 GLENEAGLES CT	55654	5	14
Residential	4300 ST ANDREWS DR	55566	12	8
Residential	2500 CAMARIE AV	29750	20	20
Residential	302 E OAK AV	45548	10	10
Residential	2811 W DENGAR AV	78984	7	17
Residential	1600 GULF AV	11834	18	10
Residential	1203 E PECAN AV	77500	6	10
Residential	1403 E OAK AV	43826	10	5
Residential	4102 NORWOOD ST	72422	22	15
Residential	2407 MAXWELL DR	28146	7	10
Residential	2815 FRONTIER AV	79098	12	8
Residential	1926 CRESCENT PL	20544	22	19
Residential	3210 MARIANA AV	22188	12	9
Residential	3200 SEABOARD AV	47998	10	14
Residential	4310 NICKLAUS ST	28732	10	7
Residential	1107 COTTONWOOD AV	47366	16	13
Residential	1201 COTTONWOOD AV	117910	13	5
Residential	5604 SAN SABA AV	123288	7	11
Residential	5516 RIO GRANDE AV	122110	10	9
Residential	5518 RIO GRANDE AV	122112	20	4
Residential	2202 WHITNEY DR	47960	13	10
Residential	3114 HUMBLE AV	47818	12	6
Residential	2100 WHITNEY DR	47972	10	9
Residential	3112 SHELL AV	47772	11	6
Residential	3208 PALO VERDE GLEN	119184	11	12
Residential	5919 SHADYVIEW PL	120830	14	16
Residential	5203 HILLTOP DR	124416	10	10
Residential	4900 OAK VALLEY DR	119044	17	10
Residential	4905 HILLTOP DR	119038	20	23
Residential	5009 MIRA VISTA CR	49870	13	9
Residential	6000 MEADOWVIEW LN	34068	9	10
Residential	303 SKYWOOD CIR	48326	24	41
Residential	4705 ANETTA DR	88922	13	9
Residential	4709 ANETTA DR	88926	9	10
Residential	4721 WOODBAR CT	118678	23	14
Residential	5007 ANETTA DR	116376	24	12
Residential	5003 WOODHOLLOW DR	119076	13	13
Residential	5210 CASTLE PINE RD	122402	9	10
Residential	2006 W WASHINGTON AV	87916	15	9
Residential	3103 BAYBRIDGE CT	122950	14	11
Residential	3208 SOUTHRIDGE CT	122880	12	2
Residential	4521 ERIE DR	90608	12	8
Residential	505 S JEFFERSON ST	75098	16	12
Residential	1009 N WEATHERFORD ST	90252	13	9

Residential	2002 W MICHIGAN AV	38704	14	12
Residential	3115 W LOUISIANA AV	30294	13	11
Residential	5700 GREENRIDGE	32798	18	12
Residential	5605 GREENRIDGE	32762	15	15
Residential	1006 W INDIANA AV	86690	11	11
Residential	809 BROOKS DR	62478	13	10
Residential	2516 FAULKNER DR	113178	12	13
Residential	601 S CLAY ST	36652	12	7
Residential	2106 HOLLOWAY AV	87654	10	7
Residential	3109 THOMAS AV	22168	10	8
Residential	308 THOMAS ST	65034	13	9
Residential	305 E WOLCOTT AV	15384	12	6
Residential	4303 HARLOWE DR	61962	10	6
Residential	3708 AVONDALE DR	60564	13	6
Residential	2509 W KENTUCKY AV	18938	13	4
Residential	1907 S MAIN ST	14746	11	4
Residential	331 ROCKYLANE DR	91544	10	10
Residential	5106 W ILLINOIS AV	91692	10	9
Residential	1605 W KENTUCKY AV	87172	12	8
Residential	209 N EISENHOWER DR	92428	12	8
Residential	8000 GLASGOW DR	59122	18	20
Residential	510 S WEBSTER ST	36518	22	0
Residential	4508 COMANCHE DR	16930	10	11
Residential	4801 BROOKDALE DR	89408	12	10
Residential	3111 W MICHIGAN AV	30330	27	21
Residential	400 S LEE ST	52010	13	12
Residential	4009 W ILLINOIS AV	61736	17	20
Residential	4008 AVONDALE DR	61514	14	1
Residential	6300 CHICKASAW	79316	13	1
Residential	1512 PUEBLO	79456	14	6
Residential	3501 NORTHFIELD DR	80892	15	11
Residential	4405 TREVINO ST	28554	10	7
Residential	3510 TRINITY MEADOWS DR	80828	19	8
Residential	5012 STONELEIGH DR	64606	15	12
Residential	4801 LOS ALAMITOS DR	69214	11	3
Residential	5009 MELVILLE DR	63926	12	10
Residential	2301 KESWICK RD	63622	11	9
Residential	2806 ARROWHEAD TR	82700	17	21
Residential	4902 POLO PARKWAY	64614	11	9
Residential	1301 CASTLEFORD RD	69154	28	21
Residential	4543 SHADY OAK CT	34574	10	7
Residential	4803 PINE MEADOW DR	48554	10	9
Residential	1904 COLEMAN CT	30852	11	6
Residential	4907 STONELEIGH DR	64632	21	7
Residential	4004 LEHIGH DR	72390	10	12
Residential	5607 DREXEL CT	33096	19	7
Residential	4103 CRESTGATE AV	20686	13	16

Residential	4000 CRESTWOOD AV	20760	13	8
Residential	4513 CRENSHAW DR	28880	14	10
Residential	3111 THOMAS AV	22166	8	21
Residential	1701 W OHIO AV	32162	17	14
Residential	2204 W CUTHBERT AV	81980	10	8
Residential	1904 W MICHIGAN AV	38684	22	11
Residential	5708 CROWLEY BL	33084	13	9
Residential	4509 MERCEDES DR	92824	12	9
Residential	2307 REGAL PL	96264	8	10
Residential	2811 LOCKHEED DR	48196	16	9
Residential	4 BRISTOL CT	47588	15	11
Residential	3202 DOUGLAS DR	71716	10	5
Residential	3614 ANDREWS HWY	83812	10	6
Residential	915 EDWARDS ST	38096	55	24
Residential	3412 SENTINEL AV	44450	11	9
Residential	5708 HEARTLAND AV	33152	12	11
Residential	2005 COUNTRY CLUB DR	81970	17	17
Residential	5015 JOY DR	89582	20	20
Residential	5811 DEVLIN PL	104978	5	19
Residential	4308 DOUGLAS AV	13618	13	20
Residential	1011 TARLETON ST	44380	13	3
Residential	2604 SENTINEL DR	48230	11	7
Residential	3200 W GOLF COURSE RD	47630	8	13
Residential	5515 HATHAWAY CT	33346	34	19
Residential	1507 MULBERRY LN	24286	12	11
Residential	915 HARVARD AV	18330	20	19
Residential	923 N BAIRD ST	66876	17	7
Residential	2608 SENTINEL DR	48226	12	10
Residential	1411 LANHAM ST	52718	20	20
Residential	701 W CUTHBERT AV	19762	14	11
Residential	407 WOODCREST DR	93456	31	18
Residential	2803 ROOSEVELT AV	58354	1	23
Residential	1305 SPARKS ST	70064	13	6
Residential	1305 MULBERRY LN	24238	20	14
Residential	906 COUNTRY CLUB DR	18308	22	18
Residential	4722 WILSHIRE DR	16200	11	10
Residential	3618 HYDE PARK AV	84608	11	9
Residential	1103 CHESTNUT AV	16478	9	11
Residential	3535 W SHANDON AV	41128	15	5
Residential	1902 N I ST	79146	14	10
Residential	3312 ROSEMONT DR	27850	15	9
Residential	5717 RIDGEMONT PL	33510	8	25
Residential	2002 N D ST	52816	12	18
Residential	2715 RACQUET CLUB DR	65284	17	12
Residential	2602 CIMMARON AV	30012	27	23
Residential	1403 E GOLF COURSE RD	81272	29	24
Residential	1804 MCDONALD ST	83920	12	12

Residential	3316 TERRACE AV	40694	20	6
Residential	2608 FRONTIER AV	29318	25	20
Residential	4101 SPRINGFIELD CT	81212	20	12
Residential	1500 SEABOARD AV	79202	11	10
Residential	1210 DOUGLAS AV	13786	16	30
Residential	1006 STANOLIND AV	22946	19	21
Residential	2700 QUAIL RIDGE RD	58196	18	16
Residential	3211 WEDGWOOD ST	84552	11	9
Residential	2605 FANNIN AV	29662	10	6
Residential	2807 W SHANDON AV	78924	19	5
Residential	3702 CRESTMONT DR	27442	14	15
Residential	3111 SEABOARD AV	47940	9	10
Residential	304 W JAX AV	20188	10	4
Residential	1433 VENTURA AV	38958	2	10
Residential	1901 CRESCENT PL	20534	11	8
Residential	3307 WARD ST	43204	13	10
Residential	4411 DALTON DR	15462	14	17
Residential	1200 E SPRUCE AV	77526	16	13
Residential	103 E DORMARD AV	12336	14	10
Residential	1814 MAPLE AV	66400	10	9
Residential	2814 AUBURN DR	88244	6	15
Residential	2833 METZ DR	88292	20	6
Residential	2405 AUBURN PL	31986	10	4
Residential	2407 GODDARD CT	55086	10	8
Residential	2000 SEABOARD AV	83758	17	4
Residential	3404 PINEMONT DR	27800	16	6
Residential	2602 LOCKHEED DR	48154	10	4
Residential	4502 TEAKWOOD TRCE	34674	7	12
Residential	419 E OAK AV	45684	10	6
Residential	7 SADDLE CLUB DR	68598	12	4
Residential	4711 MELVILLE DR	90410	20	20
Residential	3702 BERMUDA CT	21170	13	7
Residential	3704 BERMUDA CT	21168	17	13
Residential	4902 SUNDOWN CR	82858	16	22
Residential	1206 E DORMARD AV	77560	13	10
Residential	4557 SHADY OAK CT	34560	17	4
Residential	4491 HACKBERRY CT	34626	22	22
Residential	6408 SEQUOIA DR	34754	13	9
Residential	201 BLACKBERRY CR	50980	11	10
Residential	6502 SHAWNEE	79470	11	10
Residential	601 MEADOWPARK DR	48538	13	8
Residential	2818 GODDARD PL	25764	13	8
Residential	1923 HUDSON AV	19202	7	10
Residential	1324 E PINE AV	77642	12	11
Residential	2412 W SHANDON AV	29434	9	10
Residential	4101 EDGEBROOK DR	51118	24	6
Residential	3 TATTENHAM CN	552	11	11

Residential	400 SPRING MEADOW CT	48394	12	9
Residential	1711 CHECOTAH	99632	12	10
Residential	4900 KINGSBORO CT	48608	13	11
Residential	1803 ENGLISH DR	81302	11	10
Residential	4211 DOWNING AV	72700	14	14
Residential	6221 PRAIRIE RIDGE DR	123060	15	3
Residential	2017 BRENTWOOD DR	119938	6	10
Residential	1804 NAVAJO	79760	10	10
Residential	4206 CRESTRIDGE DR	20812	12	3
Residential	2303 HERMITAGE CT	63736	14	10
Residential	4521 ST ANDREWS DR	26800	11	10
Residential	2404 CAMARIE AV	29414	10	7
Residential	900 PECAN CT	39142	11	12
Residential	5313 SHERWOOD DR	34076	12	10
Residential	4404 MOCKINGBIRD LN	48776	14	11
Residential	4906 THAMES CT	64630	8	17
Residential	108 SOLOMON LN	50942	14	10
Residential	4459 HACKBERRY CT	34658	12	7
Residential	4531 SHADY OAK CT	34586	13	7
Residential	3612 HUMBLE AV	84118	10	4
Residential	3217 KESSLER AV	22258	15	12
Residential	1510 W WASHINGTON AV	87158	25	14
Residential	1711 W OHIO AV	32156	13	12
Residential	1804 HEREFORD BL	32708	11	13
Residential	603 S TILDEN ST	36696	10	8
Residential	3504 CUNNINGHAM DR	60020	23	21
Residential	4524 CORSAIR CT	35682	11	14
Residential	1311 W MISSOURI AV	86634	17	1
Residential	5600 DREXEL CT	33116	25	8
Residential	1910 WINDDRIFT	32818	12	11
Residential	3313 W LOUISIANA AV	23288	15	7
Residential	2705 W ILLINOIS AV	58900	18	18
Residential	3418 W MICHIGAN AV	23342	11	15
Residential	1705 W CUTHBERT AV	32352	17	26
Residential	503 W BROADWAY	32178	11	8
Residential	3401 DENTCREST DR	27360	15	13
Residential	3509 PINEMONT DR	27818	8	13
Residential	2300 N L ST	83754	21	17
Residential	3605 EDGEMONT DR	27598	9	10
Residential	3500 SEABOARD AV	18106	0	14
Residential	2000 STANOLIND AV	83734	20	9
Residential	2001 GULF AV	83696	22	33
Residential	2209 STANOLIND AV	15012	10	7
Residential	2602 SPARTAN DR	41932	12	5
Residential	1321 E ESTES AV	23900	14	11
Residential	2203 SHELL AV	14898	9	12
Residential	3311 STEWART AV	40934	14	7

Residential	2607 HUGHES ST	77702	24	0
Residential	1119 CHESTNUT AV	16462	8	12
Residential	1006 SHELL AV	11604	9	17
Residential	2209 HUGHES ST	32646	10	6
Residential	2005 BOYD AV	83600	33	25
Residential	3326 CIMMARON AV	40848	10	7
Residential	3512 W SHANDON AV	41172	10	8
Residential	3501 PINEMONT DR	27814	16	17
Residential	3309 CRESTMONT DR	27530	14	13
Residential	2208 SEABOARD AV	15066	14	2
Residential	1312 E ESTES AV	23950	12	10
Residential	3209 SEABOARD AV	47918	16	4
Residential	1504 EDWARDS ST	12012	6	11
Residential	1211 W INDIANA AV	86762	24	69
Residential	3710 GULF AV	84182	14	12
Residential	4623 ANETTA DR	88914	20	7
Residential	1008 N A ST	67982	12	6
Residential	903 COUNTRY CLUB DR	18248	27	11
Residential	3309 W CUTHBERT AV	80306	13	12
Residential	1501 N GARFIELD ST	4644	23	17
Residential	5710 CRANSTON PL	33622	15	13
Residential	2609 LOCKHEED DR	48222	19	11
Residential	3903 ROOSEVELT DR	60632	20	16
Residential	3409 BOYD AV	77808	12	12
Residential	203 W NOBLES AV	38554	15	12
Residential	1507 CHERRY LN	102570	11	8
Residential	604 E ESTES AV	68306	12	9
Residential	3100 FRANKLIN AV	21650	13	11
Residential	4717 SHADYLANE DR	92108	12	10
Residential	3610 W SHANDON AV	84362	25	23
Residential	1610 HUMBLE AV	11818	10	9
Residential	1212 COUNTRY CLUB DR	54742	13	12
Residential	3003 SENTINEL DR	71674	10	10
Residential	405 E DORMARD AV	12550	16	18
Residential	1103 MAPLE AV	22602	10	7
Residential	5200 WIDENER STRIP	34156	14	16
Residential	3504 TRINITY MEADOWS DR	80822	12	10
Residential	2602 BLUEBIRD LN	63936	60	23
Residential	4616 CHERRYWOOD DR	15904	10	8
Residential	4900 TIMBER CT	21174	17	7
Residential	3701 BERMUDA CT	21154	11	9
Residential	4501 ROBIN LN	48766	18	18
Residential	4432 LANHAM ST	90308	7	13
Residential	4005 CRESTGATE AV	20714	20	17
Residential	4304 LANHAM ST	90344	10	8
Residential	4911 KING RICHARDS ROW	34482	11	13
Residential	4101 BAYBROOK DR	51098	9	11

Residential	2803 EMERSON LN	25690	10	6
Residential	5306 SAN ANTONIO CT	54046	10	8
Residential	7 MARCHELLE CT	29840	6	15
Residential	1903 JACOTTE CR	81528	12	10
Residential	10 SADDLE CLUB DR	68496	22	36
Residential	5510 CYPRESS CT	34856	13	6
Residential	1102 MAGNOLIA AV	22530	20	19
Residential	801 W SPRUCE AV	80050	16	9
Residential	405 W JAX AV	20304	15	11
Residential	709 PINEHURST DR	68414	11	12
Residential	4313 PASADENA DR	63166	11	9
Residential	4204 PLEASANT DR	63198	11	8
Residential	510 BROWNWOOD DR	16344	11	5
Residential	3513 COQUINA LN	129322	16	10
Residential	1504 S ATLANTA ST	74090	13	10
Residential	3607 COQUINA LN	129658	24	20
Residential	2504 HOLLOWAY AV	18602	14	8
Residential	4530 LEDDY DR	92658	13	10
Residential	121 THORNRIDGE DR	91796	7	12
Residential	122 S GLENWOOD DR	92182	17	13
Residential	4316 CEDAR SPRING DR	62066	10	8
Residential	4907 THOMASON DR	91318	10	12
Residential	3617 APACHE DR	59840	15	10
Residential	4610 LEISURE DR	91102	11	9
Residential	1103 SPRABERRY DR	63032	10	6
Residential	316 TANGLEWOOD DR	91488	12	3
Residential	4302 CEDAR SPRING DR	62052	12	14
Residential	4705 WOODBAR CT	114042	15	10
Residential	4709 WOODBAR CT	117058	14	14
Residential	1512 S WEATHERFORD ST	73792	15	10
Residential	5003 GATEWAY CT	129962	10	7
Residential	1203 CENTURY DR	17292	12	10
Residential	4616 COMANCHE DR	16954	15	12
Residential	4708 THOMASON DR	92186	15	11
Residential	5007 LEISURE DR	91288	13	9
Residential	3608 ANETTA DR	62814	17	15
Residential	1906 S COLORADO ST	14760	17	4
Residential	4312 THOMASON DR	62126	18	14
Residential	612 WAVERLY DR	60944	8	13
Residential	4307 BROOKDALE DR	63296	14	13
Residential	4614 PLEASANT DR	89236	16	13
Residential	104 S DEWBERRY DR	92222	12	13
Residential	402 WAVERLY DR	60888	15	10
Residential	609 RUBY DR	61206	14	19
Residential	4801 PLEASANT DR	89428	10	8
Residential	5905 PRAIRIE RIDGE DR	114148	14	10
Residential	2005 FRINGEWOOD DR	114960	29	18

Residential	5500 LOS PATIOS DR	119214	16	16
Residential	4703 COMANCHE DR	17006	13	10
Residential	4506 PARKDALE DR	90884	15	12
Residential	3602 FAIRMOUNT DR	62892	17	14
Residential	4606 ERIE DR	90822	21	14
Residential	4905 LEISURE DR	91278	32	21
Residential	4704 PLEASANT DR	89206	17	2
Residential	4732 WILSHIRE DR	16190	12	10
Residential	4609 VERSAILLES DR	90508	6	11
Residential	4204 EDGEBROOK PL	112714	20	23
Residential	314 S BENTWOOD DR	91354	11	4
Residential	4512 ERIE DR	90706	11	8
Residential	2802 DOUGLAS DR	48274	26	15
Residential	1809 MCDONALD ST	83844	11	10
Residential	1804 HUNTINGTON ST	40632	42	17
Residential	2508 CONCORD AV	40562	14	13
Residential	606 W COWDEN AV	21508	22	15
Residential	1704 WARD ST	40600	12	11
Residential	3409 HUMBLE AV	77892	11	10
Residential	3527 GULF AV	11696	13	5
Residential	800 N F ST	54604	15	4
Residential	5802 STERLING PL	33774	20	10
Residential	5700 CRANSTON PL	33612	10	7
Residential	5702 CRANSTON PL	33614	14	11
Residential	5102 LEISURE DR	91474	12	9
Residential	3517 BOYD AV	46184	14	14
Residential	8 BRISTOL CT	47596	15	8
Residential	1503 N GARFIELD ST	69572	22	19
Residential	2204 HARVARD AV	82122	16	19
Residential	2200 WYDEWOOD DR	96078	6	10
Residential	2003 HARVARD AV	82066	23	16
Residential	1501 N C ST	32140	11	26
Residential	1606 MCCLINTIC ST	82482	25	8
Residential	3009 WHITTLE WAY	95480	6	16
Residential	1403 PRINCETON AV	13704	15	11
Residential	1004 N TERRELL ST	39866	20	7
Residential	921 EDWARDS ST	38074	4	14
Residential	1006 N A ST	67980	11	3
Residential	5809 CRANSTON PL	33706	11	6
Residential	1600 HARVARD AV	82174	10	3
Residential	607 STOREY AV	25490	12	9
Residential	3410 W OHIO AV	23480	11	10
Residential	1609 WINFIELD RD	11770	12	5
Residential	1327 E CUTHBERT AV	23936	18	14
Residential	1505 N MARIENFELD ST	19942	16	13
Residential	111 E NOBLES AV	64728	10	5
Residential	802 ELK AV	18440	19	11

Residential	2515 STANOLIND AV	88524	18	12
Residential	3317 FANNIN AV	40732	10	6
Residential	1612 SHELL AV	11762	5	10
Residential	4507 LA SALLE CR	70654	14	17
Residential	1902 N L ST	83658	6	10
Residential	5706 FENWAY	32570	21	8
Residential	1205 E NOBLES AV	90138	14	13
Residential	1605 HUMBLE AV	11802	10	6
Residential	3307 ROSEMONT DR	27870	12	12
Residential	2307 STANOLIND AV	94922	56	17
Residential	2211 HUNTINGTON ST	37688	23	13
Residential	2207 NORTHRUP DR	32664	12	11
Residential	3626 IMPERIAL AV	84468	13	11
Residential	306 W JAX AV	20186	15	12
Residential	502 RUBY DR	61290	16	13
Residential	114 E NOBLES AV	64740	13	6
Residential	2813 ROOSEVELT AV	58344	12	12
Residential	3305 THOMAS AV	59364	10	8
Residential	4008 ROOSEVELT DR	61750	9	10
Residential	4321 W DENGAR AV	84802	7	12
Residential	3204 MA-MAR AV	47890	24	3
Residential	3506 SEABOARD AV	18100	19	13
Residential	3305 EBBETS	32490	10	10
Residential	4501 W DENGAR AV	70504	25	12
Residential	3305 STANOLIND AV	48032	17	8
Residential	4708 DENTCREST DR	95204	11	11
Residential	1300 E NOBLES AV	17778	12	9
Residential	2901 GODFREY ST	84284	11	4
Residential	2102 WARD ST	88616	29	11
Residential	2107 HUGHES ST	88792	12	8
Residential	7 CAMBRIDGE CT	43264	20	20
Residential	1709 BUTTERNUT LN	81842	10	5
Residential	1617 VENTURA AV	89774	14	13
Residential	3212 W DENGAR AV	41734	10	6
Residential	4313 NELSON RD	84936	11	13
Residential	2205 SINCLAIR AV	14872	11	13
Residential	2521 HUMBLE AV	44718	20	4
Residential	2002 HUGHES ST	88678	5	13
Residential	2413 SEABOARD AV	94972	15	11
Residential	5701 RIDGEMONT PL	33502	11	9
Residential	3803 CRESTLINE AV	20594	11	10
Residential	3605 APOLLO CT	21086	12	11
Residential	9 HANOVER DR	31128	16	15
Residential	803 W SPRUCE AV	80052	14	7
Residential	2501 PRINCETON AV	42504	24	10
Residential	3909 NASWORTHY PL	54154	13	7
Residential	1417 VENTURA AV	38942	18	12

Residential	4100 CRESTRIDGE DR	20828	12	9
Residential	4513 CHERRYWOOD DR	15782	12	20
Residential	3208 APPERSON DR	43488	17	11
Residential	1 QUAIL RUN	64982	10	9
Residential	2511 CAMARIE AV	29880	20	3
Residential	1801 N MAIN ST	52604	12	7
Residential	3225 CIMMARON AV	41846	8	10
Residential	1206 DOUGLAS AV	13782	23	9
Residential	2605 BEDFORD AV	58016	10	0
Residential	2310 W DENGAR AV	29492	16	8
Residential	3510 HYDE PARK AV	41312	10	5
Residential	2502 TERRACE AV	29670	11	13
Residential	4201 FERNCLIFF AV	84894	25	20
Residential	12 CHATHAM CT	28102	10	10
Residential	2805 MAXWELL DR	43432	13	7
Residential	2003 N H ST	79194	22	10
Residential	1607 GULF AV	11826	27	20
Residential	1021 EDWARDS ST	64786	15	8
Residential	409 W NOBLES AV	20374	14	9
Residential	709 W CUTHBERT AV	19768	11	7
Residential	8 CAMBRIDGE CT	43258	13	9
Residential	5803 STERLING PL	33756	7	10
Residential	2605 INWOOD CT	65170	17	8
Residential	4503 FANNIN AV	70550	8	10
Residential	1911 ENGLISH DR	81634	10	5
Residential	2819 MARMON DR	43350	17	10
Residential	3331 PROVIDENCE DR	64840	12	8
Residential	2405 APPERSON DR	82992	10	11
Residential	51 LAFAYETTE PL	98174	19	10
Residential	3220 W DENGAR AV	41726	15	12
Residential	3210 HAYNES DR	25944	23	25
Residential	4007 LEHIGH DR	72450	11	10
Residential	2823 STUTZ DR	88162	20	18
Residential	4001 COMPTON DR	72530	19	16
Residential	4102 STRATTON DR	72798	10	7
Residential	2408 CULPEPER DR	28256	25	17
Residential	4006 DUNKIRK ST	72840	39	14
Residential	2806 METZ DR	88300	10	3
Residential	1114 AINSLEE ST	70112	17	18
Residential	3325 W SHANDON AV	40982	11	10
Residential	408 E OAK AV	45514	10	6
Residential	1317 MAGNOLIA AV	22722	4	10
Residential	1115 MAPLE AV	22592	12	9
Residential	937 N WEATHERFORD ST	16874	19	8
Residential	1508 PRINCETON AV	82256	10	6
Residential	2008 DOUGLAS AV	82340	15	6
Residential	4711 NEELY AV	96038	15	13

Residential	3704 OAKMONT DR	27640	14	9
Residential	2504 CIMMARON AV	30024	17	19
Residential	1505 ALCOVE CT	78108	10	9
Residential	4300 RUSSELL CT	55462	6	10
Residential	509 N D ST	38214	12	14
Residential	2106 N JACKSON ST	81808	11	9
Residential	1610 BUTTERNUT LN	81758	24	16
Residential	2121 BUTTERNUT LN	81870	10	5
Residential	3504 NORTHFIELD DR	80870	22	21
Residential	4503 MATHIS ST	53150	9	11
Residential	1326 E PINE AV	77640	13	9
Residential	1313 TERRA CT	69278	7	10
Residential	2504 CULPEPER DR	28206	13	9
Residential	2813 MAXWELL DR	43424	12	13
Residential	2608 CIMMARON AV	30006	25	10
Residential	2518 HUMBLE AV	88576	14	4
Residential	2004 WESTERN DR	55382	4	11
Residential	3717 NORTHFIELD DR	81042	27	18
Residential	3606 NORTHFIELD DR	81030	14	8
Residential	201 E PECAN AV	45814	8	12
Residential	2503 CULPEPER DR	28298	10	5
Residential	3707 CASSADY CT	80558	12	16
Residential	2402 SHELL AV	77196	20	17
Residential	700 W NOBLES AV	67924	15	8
Residential	2005 STANOLIND AV	83724	24	24
Residential	406 CRENSHAW DR	28848	4	10
Residential	1805 DUKES DR	64482	15	10
Residential	1819 DUKES DR	64474	11	10
Residential	2403 BELLECHASSE CT	63772	19	20
Residential	2506 BELLECHASSE CT	63688	14	15
Residential	1308 DAVENTRY PL	69180	21	15
Residential	2204 WELLINGTON CT	64126	23	18
Residential	1706 CASTLEFORD RD	64272	15	14
Residential	2109 WELLINGTON CT	64150	11	6
Residential	2505 TAMARIND DR	63906	17	3
Residential	5016 BLUEBIRD BRANCH CT	63994	17	24
Residential	4510 WATSON CT	28702	8	11
Residential	3904 CRESTRIDGE DR	20844	11	6
Residential	1703 N GARFIELD ST	23824	13	9
Residential	2824 GODDARD PL	25770	31	23
Residential	203 E SHANDON AV	12272	11	4
Residential	4007 GODFREY ST	72580	12	5
Residential	4002 DYER CR	72626	11	10
Residential	1906 N H ST	55200	10	8
Residential	2007 GULF AV	83690	18	19
Residential	2205 HUNTINGTON ST	37682	10	7
Residential	1902 SPARKS ST	33814	21	16

Residential	2305 SHELL AV	77144	14	11
Residential	2002 WARD ST	88600	6	24
Residential	1605 N B ST	18500	12	3
Residential	4803B DENTCREST DR	95324	8	12
Residential	3035 FREDNA PL	95728	10	7
Residential	4411 W DENGAR AV	70444	12	8
Residential	3408 W GOLF COURSE RD	77798	6	10
Residential	206 CLUB DR	68010	22	15
Residential	810 HARVARD AV	18376	10	21
Residential	1301 W INDIANA AV	86772	12	9
Residential	1902 W MISSOURI AV	87512	1	17
Residential	4322 W CUTHBERT AV	13302	19	13
Residential	100 E NOBLES AV	64754	18	11
Residential	1911 HUNTINGTON ST	44808	8	12
Residential	3108 GULF AV	47846	12	3
Residential	1005 N TERRELL ST	39888	10	5
Residential	4711 CINDY PL	95664	13	13
Residential	5110 SHADYLANE DR	91702	7	10
Residential	4505 ROOSEVELT DR	92748	11	8
Residential	4604 LAURA DR	14142	10	12
Residential	2005 SHELL AV	83626	13	11
Residential	1701 COMMUNITY LN	82330	43	17
Residential	4728 W DENGAR AV	95704	18	21
Residential	3802 GULF AV	31054	14	9
Residential	2505 GERALDINE ST	30998	8	11
Residential	5801 STERLING PL	33754	9	11
Residential	1701 HUNTINGTON ST	40620	34	13
Residential	1700 WARD ST	40596	10	8
Residential	5108 RAINBOW RD	103154	17	18
Residential	1510 PRINCETON AV	82258	17	15
Residential	1310 WALNUT LN	24224	13	19
Residential	3406 SHELL AV	77880	10	8
Residential	942 EDWARDS ST	25276	11	7
Residential	2408 WHITTLE WAY	11306	12	6
Residential	2901 LOCKHEED DR	71646	22	16
Residential	2200 ABBEY PL	96206	10	7
Residential	1200 GARDEN LN	24122	11	5
Residential	1802 HUGHES ST	88796	12	9
Residential	3524 GULF AV	18158	19	13
Residential	4729 W DENGAR AV	95956	6	10
Residential	4410 HUMBLE AV	70336	12	3
Residential	3525 HUMBLE AV	30042	30	22
Residential	5701 GRASSLAND BL	33534	10	9
Residential	1222 CENTURY DR	17218	10	9
Residential	1005 CARTER AV	103974	11	10
Residential	5119 W ILLINOIS AV	91728	10	8
Residential	1202 W CUTHBERT AV	54686	12	5

Residential	2203 GULF AV	14962	12	5
Residential	4311 FERNCLIFF AV	84866	30	24
Residential	2 HANOVER DR	31142	25	15
Residential	3607 WEDGWOOD ST	80596	22	5
Residential	2605 LOCKHEED DR	48218	10	14
Residential	2815 W GOLF COURSE RD	48172	10	8
Residential	4120 RADCLIFF CT	81128	13	11
Residential	2604 CAMARIE AV	29732	10	10
Residential	3313 MAXWELL DR	64810	14	9
Residential	4519 ST ANDREWS DR	26798	27	19
Residential	2513 PRINCETON AV	57986	12	14
Residential	2706 RACQUET CLUB DR	65268	11	11
Residential	1910 MORGAN WAY	81504	14	18
Residential	3502 WEDGWOOD ST	80668	10	9
Residential	417 COTTONWOOD AV	45196	11	8
Residential	15 BRISTOL CT	47612	24	32
Residential	4910 SUNSHINE PARKWAY	11304	10	6
Residential	5801 CRANSTON PL	33698	11	11
Residential	5700 DEVLIN PL	33584	15	15
Residential	943 N DALLAS ST	25234	10	6
Residential	5802 SUNDANCE PL	33798	11	18
Residential	1904 HUGHES ST	88690	18	15
Residential	1121 N CARRIZO ST	21568	9	11
Residential	911 DOUGLAS AV	18412	13	7
Residential	302 HICKORY AV	45274	12	18
Residential	1907 JACOTTE CR	81532	19	5
Residential	1615 VENTURA AV	89776	18	14
Residential	1106 LANHAM ST	70158	3	11
Residential	1705 DOUGLAS AV	82242	15	13
Residential	2803 DOUGLAS DR	48280	10	8
Residential	2001 ABBEY PL	96340	22	41
Residential	5108 RIC DR	93988	11	7
Residential	5511 SUNDANCE CT	33444	2	15
Residential	901 HARVARD AV	18316	10	7
Residential	414 COTTONWOOD AV	46166	10	7
Residential	1610 SEABOARD AV	11892	16	12
Residential	2510 FANNIN AV	29264	10	6
Residential	4504 BREEZEWAY CT	35886	10	11
Residential	3303 DENTCREST DR	27334	13	14
Residential	1703 HARVARD AV	65722	32	15
Residential	705 W KANSAS AV	19702	5	10
Residential	5007 BLUE HAVEN DR	124042	12	11
Residential	1807 PUEBLO	79874	10	3
Residential	2018 E PINE AV	19284	14	11
Residential	2910 CALDERA BL	126258	15	12
Residential	810 S PECOS ST	49214	18	15
Residential	4521 VERSAILLES DR	90498	12	14

Residential	3802 BEDFORD AV	78236	20	22
Residential	7 METZ CT	31782	9	11
Residential	11 METZ CT	31790	34	16
Residential	2602 MAXWELL DR	31660	13	11
Residential	4304 ROOSEVELT DR	61840	5	10
Residential	3803 BEDFORD AV	78262	11	10
Residential	1311 GODFREY ST	78422	10	6
Residential	9 STUTZ CT	31694	10	10
Residential	6300 HAYWOOD DR	126666	16	9
Residential	5608 CARMEL CT	126160	11	13
Residential	5518 CARMEL CT	126102	12	12
Residential	5515 LOS PATIOS DR	127002	17	10
Residential	5603 CARMEL CT	126110	10	11
Residential	5300 GREEN TREE BL	35174	5	11
Residential	4912 GREEN TREE BL	110274	14	12
Residential	5302 GREEN TREE BL	35172	11	11
Residential	3504 W LOUISIANA AV	23182	12	9
Residential	1106 W DAKOTA AV	49300	13	11
Residential	5802 DEVLIN PL	104990	4	13
Residential	2410 W LOUISIANA AV	90080	25	19
Residential	1701 W ILLINOIS AV	87334	57	21
Residential	3509 W ILLINOIS AV	60338	12	13
Residential	1410 S LORAIN ST	14422	15	3
Residential	1002 UPLAND ST	44198	11	8
Residential	2210 W KENTUCKY AV	18850	12	9
Residential	212 N DEWBERRY DR	92408	19	12
Residential	808 S DALLAS ST	75852	5	14
Residential	2709 FRANKLIN AV	58274	12	7
Residential	1900 W KENTUCKY AV	87822	12	16
Residential	1700 S COLORADO ST	104520	11	10
Residential	3916 ROOSEVELT DR	60614	10	8
Residential	2800 DOUGLAS DR	48276	15	8
Residential	2903 SENTINEL DR	71660	12	14
Residential	4605 PRINCETON AV	39510	10	10
Residential	3507 W OHIO AV	23672	16	5
Residential	1800 COLLEGE AV	87730	12	7
Residential	3111 DELANO AV	21964	11	7
Residential	3209 KESSLER AV	22266	12	13
Residential	4004 PLEASANT DR	63066	11	19
Residential	5117 RIC DR	93904	13	8
Residential	4516 LEDDY DR	92646	12	13
Residential	4712 CHEROKEE DR	16990	10	8
Residential	1508 W KENTUCKY AV	86858	10	25
Residential	1407 W KENTUCKY AV	87132	25	18
Residential	301 ALPINE ST	23664	32	25
Residential	5120 RIC DR	93976	10	8
Residential	3117 DELANO AV	21958	11	12

Residential	405 HOLLY DR	59516	11	11
Residential	119 N DEWBERRY DR	92276	12	9
Residential	5208 BELAIRE DR	93956	10	7
Residential	4403 ROOSEVELT DR	92990	10	8
Residential	5205 GREATHOUSE AV	115502	8	11
Residential	3800 TANNER DR	60518	8	10
Residential	4703 SHADYLANE DR	92122	14	18
Residential	4512 BROOKDALE DR	89104	16	13
Residential	4618 WOODHOLLOW DR	111654	11	6
Residential	214 N DEWBERRY DR	92410	9	11
Residential	303 THORN RIDGE DR	91322	10	7
Residential	3801 TANNER DR	60542	11	8
Residential	4400 HARLOWE DR	92986	10	14
Residential	2401 W WASHINGTON AV	19078	13	8
Residential	3504 TANNER DR	60144	12	11
Residential	5102 SHADYLANE DR	91710	48	23
Residential	4710 K IOWA DR	17116	8	10
Residential	4314 LEDDY DR	61806	15	11
Residential	2005 GLADEWOOD DR	117396	19	3
Residential	3213 SYCAMORE AV	21746	23	21
Residential	3601 CUNNINGHAM DR	59948	11	6
Residential	1508 S FT WORTH ST	73832	15	10
Residential	5304 CARRINGTON CT	35304	31	12
Residential	714 PINEHURST DR	68474	21	17
Residential	6015 GREEN HILL CT	600	17	20
Residential	1 WILLOW CT	31078	95	15
Residential	3010 MEADOWBROOK DR	26008	13	12
Residential	2913 EMERSON PL	25808	19	9
Residential	4503 LENNOX DR	72216	10	6
Residential	1910 CRESCENT PL	20560	21	12
Residential	3403 TRINITY MEADOWS DR	80850	10	9
Residential	2410 DARTMOUTH DR	28236	10	9
Residential	1102 CASTLEFORD RD	69014	19	16
Residential	1307 DAVENTRY PL	69196	21	21
Residential	1801 DEVONSHIRE CT	64404	22	34
Residential	2303 CHRETIEN PL	63614	9	12
Residential	4004 CRESTGATE AV	20920	12	11
Residential	4800 TEAKWOOD TRCE	34542	35	14
Residential	3913 FAIRWOOD CT	51208	10	7
Residential	5113 BRIGHTON PL	68918	12	13
Residential	2402 AUBURN PL	31966	12	7
Residential	1326 E DORMARD AV	77576	23	15
Residential	4001 CRESTWOOD AV	20758	15	14
Residential	4101 LEHIGH DR	72430	18	16
Residential	1609 E PECAN AV	65798	24	48
Residential	2510 DARTMOUTH DR	28178	20	23
Residential	3202 DURANT DR	43440	7	13

Residential	3604 WOODHAVEN CT	81064	16	12
Residential	4204 MERRILL DR	55514	11	5
Residential	1304 E CUTHBERT AV	23982	10	8
Residential	1 LAKES DR	68644	18	14
Residential	806 PALOMINO	68786	16	14
Residential	2313 TERRACE AV	29156	11	9
Residential	1316 E JAX AV	31476	11	8
Residential	3607 HYDE PARK AV	84434	37	12
Residential	1112 E SPRUCE AV	77392	18	3
Residential	2400 DARTMOUTH DR	101634	10	7
Residential	312 E SPRUCE AV	45968	17	13
Residential	105 W DORMARD AV	12640	16	12
Residential	4907 CANTERBURY DR	64372	24	10
Residential	4900 ISLAND DR	35546	17	13
Residential	5310 SHADY BEND CT	35758	24	19
Residential	4521 CORSAIR CT	35672	22	5
Residential	4405 VERDE GLEN CT	35920	10	13
Residential	27 SADDLE CLUB DR	68636	12	10
Residential	3914 EDGEBROOK CT	51156	14	9
Residential	204 E DORMARD AV	12624	13	16
Residential	3906 BAYBROOK CT	51186	14	6
Residential	4009 FAIRWOOD DR	51064	23	11
Residential	9 HAWTHORNE DR	68620	13	7
Residential	3921 TANFORAN CT	51234	40	16
Residential	2400 CASTLEFORD RD	63792	8	12
Residential	2902 PURPLE SAGE TR	82768	11	9
Residential	2904 PURPLE SAGE TR	82770	11	13
Residential	3309 ROSEMONT DR	27872	5	16
Residential	24 LAKES DR	68690	11	10
Residential	6701 PEBBLE CT	35986	10	20
Residential	6309 DRIFTWOOD DR	34698	11	13
Residential	5309 RIDGEFIELD CT	35770	12	8
Residential	5209 GREEN TREE BL	35122	16	11
Residential	6704 PEBBLE CT	35992	11	3
Residential	6206 ORIOLE CT	35230	23	19
Residential	16 LAKES DR	68674	20	17
Residential	7 LAKES DR	68656	17	11
Residential	6 LAKES DR	68654	21	19
Residential	4902 CASTLEFORD RD	68954	8	10
Residential	2812 DURANT DR	43324	9	13
Residential	2823 MARMON DR	43346	13	14
Residential	3513 NORTHFIELD DR	80880	19	3
Residential	5301 CANADIAN AV	53998	8	10
Residential	4121 RADCLIFF CT	81138	19	15
Residential	2403 W DENGAR AV	29534	15	9
Residential	3401 CHOATE PL	80704	16	14
Residential	2206 CIMMARON DR	19440	16	14

Residential	810 ELK AV	18432	5	13
Residential	1608 W GOLF COURSE RD	11724	17	12
Residential	2205 WELLINGTON CT	64156	12	9
Residential	1804 CASTLEFORD RD	64382	19	20
Residential	1511 WALNUT LN	24074	13	8
Residential	204 CLUB DR	68008	16	6
Residential	4505 PATMAN PL	53172	2	16
Residential	2818 HAYNES DR	88386	20	23
Residential	3009 GODDARD PL	25974	10	4
Residential	1719 E PECAN AV	66136	10	8
Residential	3202 N I ST	19536	17	8
Residential	1206 MAPLE AV	22670	4	15
Residential	4033 ANGELINA DR	102786	10	9
Residential	405 CASPER CT	28484	29	19
Residential	3501 W WADLEY AV	41376	14	12
Residential	4105 SPRINGFIELD CT	81210	15	9
Residential	2604 HODGES ST	25408	14	8
Residential	2205 N D ST	22918	25	7
Residential	2805 W DENGAR AV	78978	11	3
Residential	4508 GREEN TREE BL	34516	10	10
Residential	5301 CHESLEY CT	35332	8	10
Residential	4008 BAYBROOK DR	51048	11	11
Residential	1101 MAPLE AV	22604	7	14
Residential	2521 W WADLEY AV	29706	7	15
Residential	4405 KERI CT	15502	19	14
Residential	1807 E SCHARBAUER DR	66430	8	11
Residential	412 E OAK AV	45518	12	6
Residential	2500 W SHANDON AV	29922	24	10
Residential	400 W PINE AV	115718	16	3
Residential	2206 NEELY AV	25374	20	19
Residential	2500 TERRACE AV	29668	16	9
Residential	1910 N PECOS ST	52914	11	4
Residential	2200 SEABOARD AV	15074	10	8
Residential	4836 RUSTIC TR	35372	30	14
Residential	7008 COURTNEY CT	35816	13	11
Residential	4607 ISLAND DR	35626	7	10
Residential	108 WINDRIDGE CR	107574	2	16
Residential	5459 JUNIPER CT	35030	17	16
Residential	31 SADDLE CLUB DR	68640	14	9
Residential	5000 SHERWOOD DR	34452	14	11
Residential	4708 MIMOSA CT	15750	8	14
Residential	3311 HAYNES AV	71916	12	8
Residential	4213 MERRILL DR	55532	17	7
Residential	2803 DURANT DR	43284	11	10
Residential	3401 WOODHAVEN DR	80948	15	15
Residential	2505 TERRACE AV	29610	12	5
Residential	2911 MCDONALD ST	84680	11	9

Residential	1601 W PINE AV	89740	12	10
Residential	1611 ENGLISH DR	81338	18	9
Residential	2519 W GOLF COURSE RD	42662	19	4
Residential	3105 SENTINEL DR	71692	15	14
Residential	3521 LONOKE AV	46236	15	14
Residential	1000 TARLETON ST	44344	13	13
Residential	2313 SEABOARD AV	94944	15	10
Residential	405 E NOBLES AV	52352	13	8
Residential	1602 HARVARD AV	82176	17	9
Residential	3208 W SHANDON AV	41666	10	13
Residential	5502 ASHWOOD CT	33382	13	14
Residential	3505 HYDE PARK AV	41296	13	9
Residential	3516 HYDE PARK AV	41318	10	5
Residential	1009 EDWARDS ST	90228	11	5
Residential	5724 HILLCREST PL	33488	22	2
Residential	120 S BENTWOOD DR	91856	10	8
Residential	4100 DAWN CR	71868	25	3
Residential	4211 BOULDER DR	72086	20	15
Residential	902 HARVARD AV	18372	2	10
Residential	2307 COLLEGE AV	18824	12	5
Residential	1306 W WASHINGTON AV	87118	12	9
Residential	3713 W MICHIGAN AV	57510	13	8
Residential	611 S CARVER ST	52184	21	19
Residential	104 N EISENHOWER DR	92610	10	9
Residential	1409 COLLEGE AV	86876	10	1
Residential	2001 W INDIANA AV	87612	10	7
Residential	1204 E NEW YORK AV	57708	13	11
Residential	713 S LINCOLN ST	36796	12	9
Residential	1509 S LORAIN ST	14490	18	14
Residential	1400 CAMP ST	37900	13	8
Residential	121 S DEWBERRY DR	92494	10	6
Residential	4001 CEDAR SPRING DR	61338	8	13
Residential	4727 RIC DR	93526	22	14
Residential	1201 S COLORADO ST	14254	11	11
Residential	1510 S LORAIN ST	14508	6	11
Residential	4516 ERIE DR	90710	12	4
Residential	4602 LAURA DR	14140	14	7
Residential	908 W WASHINGTON AV	87028	7	16
Residential	2901 W ILLINOIS AV	59032	22	18
Residential	3215 W OHIO AV	79224	10	7
Residential	3314 W MICHIGAN AV	23304	18	5
Residential	2000 W INDIANA AV	87566	20	16
Residential	1209 W KENTUCKY AV	87090	18	12
Residential	1508 S LORAIN ST	14506	11	10
Residential	507 BROOKS DR	61130	10	6
Residential	4512 ANETTA DR	89012	16	11
Residential	3521 W LOUISIANA AV	97256	19	14

Residential	5115 RIC DR	93906	10	7
Residential	4316 MONTY DR	61898	4	11
Residential	2909 ROOSEVELT AV	58312	10	4
Residential	4604 SEMINOLE DR	17194	15	10
Residential	709 S FT WORTH ST	75702	11	9
Residential	3707 W MICHIGAN AV	57504	15	17
Residential	3604 W LOUISIANA AV	57418	14	15
Residential	2713 ROOSEVELT AV	58384	13	14
Residential	414 N BENTWOOD DR	93534	10	8
Residential	1207 BURCHILL DR	17316	10	8
Residential	4603 COMANCHE DR	17048	11	11
Residential	4609 COMANCHE DR	17054	14	10
Residential	5002 ANETTA DR	89486	11	6
Residential	3702 ANETTA DR	62800	12	12
Residential	4600 KIOWA DR	17084	11	6
Residential	8212 DUNBLANE DR	59192	10	9
Residential	8112 EDINBURGH DR	59156	19	8
Residential	5216 QUICKSAND DR	116736	11	12
Residential	4804 HILLTOP DR	118710	11	11
Residential	4617 HILLTOP DR	114038	11	9
Residential	4601 HILLTOP DR	118348	18	10
Residential	28 SADDLE CLUB DR	68546	23	10
Residential	1201 LYNN AV	47464	11	10
Residential	4610 PLEASANT DR	89232	7	20
Residential	4708 PASADENA DR	89392	24	10
Residential	4600 BROOKDALE DR	89128	10	6
Residential	4602 BROOKDALE DR	89130	11	5
Residential	4500 WATSON CT	28692	10	7
Residential	4601 FLOYD CT	28448	0	17
Residential	4813 RANGEWOOD CT	111584	11	10
Residential	2304 CHRETIEN PL	63478	18	14
Residential	2219 BRADFORD CT	64548	11	3
Residential	6300 HOMESTEAD BLVD	126632	16	15
Residential	4717 ROSEWOOD DR	15962	19	9
Residential	4400 TREVINO ST	28540	14	15
Residential	4513 HILLTOP DR	15886	4	10
Residential	4501 HILLTOP DR	15890	5	13
Residential	2916 GODDARD PL	25874	9	11
Residential	3609 DENTCREST DR	27386	7	12
Residential	1603 W PECAN AV	89672	11	15
Residential	2812 W DENGAR AV	78960	15	5
Residential	2825 W SHANDON AV	78942	10	3
Residential	4904 TIMBER CT	21178	17	16
Residential	2511 EMERSON DR	54878	12	9
Residential	4410 TANFORAN AV	100928	7	10
Residential	2002 TARLETON ST	77916	10	6
Residential	1803 KENSINGTON LN	64436	15	11

Residential	5011 CHAPEL HILL DR	63528	10	8
Residential	2007 COLEMAN CT	30834	16	31
Residential	5014 STONELEIGH DR	64608	10	5
Residential	3511 STANOLIND AV	18202	14	11
Residential	3526 STANOLIND AV	18126	27	14
Residential	4601 DEBBIE CV	95900	5	16
Residential	2203 PRINCETON AV	82142	13	14
Residential	5016 CASTLEFORD RD	68974	12	15
Residential	5005 KING RICHARDS ROW	34254	9	10
Residential	5101 KING RICHARDS ROW	34258	10	8
Residential	909 W LOUISIANA AV	38250	15	13
Residential	4309 CRENSHAW DR	28924	14	13
Residential	1202 PRATT ST	49614	14	10
Residential	711 MOGFORD ST	90044	10	4
Residential	2001 W MISSOURI AV	87554	17	15
Residential	3618 W LOUISIANA AV	57404	13	9
Residential	104 HOWARD DR	61032	10	4
Residential	1518 S MARSHALL ST	74016	14	7
Residential	1103 N GARFIELD ST	70056	10	9
Residential	2510 COUNTRY CLUB DR	58010	9	10
Residential	501 S WEATHERFORD ST	74996	11	7
Residential	1401 MCDONALD ST	78052	13	13
Residential	705 KENT ST	90020	7	13
Residential	4307 PRINCETON AV	13448	10	9
Residential	5702 GREENRIDGE	32800	18	13
Residential	1307 W TENNESSEE AV	88476	15	10
Residential	1001 W TENNESSEE AV	38154	15	20
Residential	3804 AVONDALE DR	60558	18	14
Residential	3408 W LOUISIANA AV	23222	16	12
Residential	3503 W OHIO AV	23652	10	11
Residential	3122 DELANO AV	22102	10	13
Residential	4806 W ILLINOIS AV	91952	10	7
Residential	4626 WILSHIRE DR	91008	10	6
Residential	5506 CROWLEY BL	32954	10	6
Residential	1509 MANOR CT	78074	12	6
Residential	205 E WOLCOTT AV	15396	10	11
Residential	3201 HAYNES DR	43692	14	13
Residential	1404 COMMUNITY LN	26282	17	14
Residential	1200 COMMUNITY LN	26270	16	10
Residential	1720 S LAMESA RD	74172	5	13
Residential	1719 HARRISON ST	74176	16	8
Residential	1721 S ATLANTA ST	74224	12	8
Residential	1721 HARRISON ST	74174	13	11
Residential	4958 RUSTIC TR	35280	11	10
Residential	3301 ROOSEVELT DR	59478	21	6
Residential	1400 S MARSHALL ST	73568	11	8
Residential	1004 S TERRELL ST	76168	17	12

Residential	1404 S TERRELL ST	73696	11	10
Residential	1001 S BAIRD ST	76242	12	10
Residential	4411 TREVINO ST	28560	15	11
Residential	901 W DAKOTA AV	49350	11	19
Residential	5 SANTA ANITA LN	68502	22	18
Residential	4202 ST ANDREWS DR	55544	16	16
Residential	3101 HAYNES DR	43676	15	6
Residential	3202 HAYNES DR	25936	11	4
Residential	2405 DARTMOUTH DR	28244	22	30
Residential	4000 COMPTON DR	72598	12	8
Residential	4935 RUSTIC TR	35452	12	17
Residential	908 CITATION	68728	22	10
Residential	1714 NORMANDY LN	64560	7	11
Residential	4900 FOXBORO CT	48588	27	11
Residential	108 E WADLEY AV	12252	16	11
Residential	3600 WOODHAVEN CT	81060	14	11
Residential	5308 BRAZOS CT	53988	10	11
Residential	300 MAGNOLIA AV	45384	10	12
Residential	1205 E PECAN AV	77502	19	16
Residential	3615 W SHANDON AV	84290	8	10
Residential	1712 CESSNA DR	47616	29	10
Residential	1422 LANHAM ST	42692	17	12
Residential	1701 BELMONT ST	14676	10	4
Residential	1203 E COWDEN AV	31262	11	9
Residential	2519 GULF AV	88572	26	15
Residential	4610 BISHOPS CASTLE DR	64202	15	12
Residential	1904 WESTERN DR	55388	10	10
Residential	1603 HUMBLE AV	11804	17	7
Residential	1714 COMMUNITY LN	82454	29	15
Residential	4505 GLENEAGLES DR	26704	14	12
Residential	3708 FAIRHAVEN CT	27028	9	13
Residential	3328 CAMARIE AV	41080	10	10
Residential	3512 PINEMONT DR	27790	12	9
Residential	800 W GOLF COURSE RD	100102	11	11
Residential	1803 MORGAN WAY	81474	11	9
Residential	705 HARMONY DR	23100	20	29
Residential	3615 STOREY AV	15704	2	25
Residential	1403 LYNN AV	81288	11	13
Residential	2702 RACQUET CLUB DR	65270	31	21
Residential	3230 CIMMARON AV	41788	11	6
Residential	310 KESSLER AV	30724	17	10
Residential	503 N D ST	38212	13	8
Residential	2903 MARIANA AV	58730	11	10
Residential	3208 SINCLAIR AV	47710	7	11
Residential	2806 W DENGAR AV	78968	12	10
Residential	4603 ST ANDREWS DR	27142	14	4
Residential	2006 STANOLIND AV	83740	13	10

Residential	814 SINCLAIR AV	39930	6	11
Residential	3304 DENTCREST DR	27188	10	12
Residential	3200 SHELL AV	47796	14	8
Residential	1508 N D ST	32108	14	12
Residential	2509 FANNIN AV	29686	14	21
Residential	3510 JORDAN AV	41388	16	12
Residential	2000 WARD ST	88602	21	16
Residential	1603 N C ST	32126	10	7
Residential	2501 HAYNES DR	31768	16	14
Residential	2827 GODDARD PL	25748	15	7
Residential	1120 E SPRUCE AV	77384	11	7
Residential	4105 DAWN CR	71900	13	8
Residential	4104 SKYLINE DR	71884	12	7
Residential	414 SOLOMON LN	350	16	7
Residential	1907 CRESCENT PL	20540	13	5
Residential	3302 DURANT DR	101474	18	6
Residential	3 WINCHESTER	28304	13	11
Residential	3233 W DENGAR AV	41780	10	3
Residential	1607 STANOLIND AV	11850	15	8
Residential	2611 HUGHES ST	77698	15	8
Residential	5305 CARRINGTON CT	35314	23	25
Residential	728 SHELL AV	53002	9	16
Residential	4012 FAIRWOOD DR	51012	33	25
Residential	701 MEADOWPARK DR	48522	4	10
Residential	2812 FANNIN AV	79128	10	26
Residential	17 SADDLE CLUB DR	68626	19	26
Residential	4704 TEAKWOOD TRCE	34602	18	13
Residential	4805 #4 SPRING MEADOW LN	48476	10	9
Residential	4909 ISLAND DR	35614	15	7
Residential	21 LAKES DR	68684	17	15
Residential	1715 NORMANDY LN	64580	14	14
Residential	2102 WELLINGTON CT	64174	13	6
Residential	4013 FAIRWOOD DR	51062	5	11
Residential	4909 LEARMONT DR	63554	12	6
Residential	4843 RUSTIC TR	35488	11	2
Residential	2104 N N ST	14992	12	7
Residential	4407 KERI CT	15500	12	11
Residential	14 FAIRFAX CT	101624	9	14
Residential	5006 SAN ANTONIO AV	53486	7	10
Residential	3205 APPERSON DR	43524	25	21
Residential	1508 BUTTERNUT LN	81772	14	10
Residential	1211 NEELY AV	55252	10	8
Residential	2408 TEXLAND CIR	63942	12	13
Residential	4429 VERDE GLEN CT	35908	40	15
Residential	4437 VERDE GLEN CT	35904	1	19
Residential	3600 PINEMONT DR	27786	10	9
Residential	2402 TERRACE AV	29228	21	11

Residential	3320 CAMARIE AV	41072	13	9
Residential	4200 GLENEAGLES DR	55634	13	13
Residential	203 RIDGLEA DR	68030	14	8
Residential	1500 DELMAR ST	13514	16	9
Residential	6200 SEQUOIA DR	34792	11	7
Residential	4304 ARROYO DR	71986	18	7
Residential	2307 STUTZ PL	31910	13	11
Residential	4809 RUSTIC TR	35588	15	19
Residential	3503 MEADOWRIDGE LN	80792	23	16
Residential	3505 MEADOWRIDGE LN	80790	14	4
Residential	4012 DUNKIRK ST	72834	10	9
Residential	4501 FALCON PL	53096	19	19
Residential	4501 SPENCE DR	53960	9	10
Residential	4009 GODFREY ST	72578	16	6
Residential	319 FIESTA AV	78902	12	3
Residential	3802 CRESTRIDGE DR	20776	13	11
Residential	316 FIESTA AV	78866	11	7
Residential	2803 ANDOVER AV	11020	11	10
Residential	4227 SIESTA LN	54998	9	10
Residential	1725 E PINE AV	66064	24	2
Residential	4625 ROSEWOOD DR	15774	10	7
Residential	4709 E CHERRYWOOD CT	16026	10	14
Residential	4800 W CHERRYWOOD CT	15982	9	11
Residential	3208 TEALWOOD PL	48976	10	6
Residential	4751 BOULDER DR	72134	11	10
Residential	4811 W CHERRYWOOD CT	15994	5	12
Residential	2401 FLARE CT	55120	26	22
Residential	2818 NORTHTOWN PL	25730	17	24
Residential	2100 OAKLAWN DR	55350	15	6
Residential	2003 HUMBLE AV	83668	29	25
Residential	1203 E PARKER AV	16608	20	5
Residential	3600 IMPERIAL AV	84442	16	9
Residential	3300 TERRACE AV	40678	15	3
Residential	1725 E OAK AV	66198	13	6
Residential	3604 TRINITY DR	80548	12	6
Residential	2302 W SHANDON AV	29472	11	8
Residential	3210 APPERSON DR	43490	13	11
Residential	3307 DAWN CR	71908	11	10
Residential	2824 HAYNES DR	88380	17	9
Residential	2502 AUBURN PL	31822	25	26
Residential	3006 MOSS AV	25956	16	15
Residential	4009 LEHIGH DR	72448	21	14
Residential	2303 MAXWELL DR	28164	14	12
Residential	4203 ARROYO DR	72056	6	16
Residential	2810 STUTZ DR	88188	28	23
Residential	1603 E OAK AV	65850	10	10
Residential	1724 E OAK AV	66204	10	8

Residential	2403 TERRACE AV	29194	12	9
Residential	4504 AMISTAD DR	53218	9	10
Residential	2401 STUTZ PL	31902	21	15
Residential	3301 THOMAS AV	59360	11	5
Residential	3206 SEABOARD AV	48004	14	8
Residential	4312 NICKLAUS ST	28734	10	9
Residential	1103 COTTONWOOD AV	47370	12	11
Residential	2306 CAMARIE AV	29386	1	10
Residential	2308 CAMARIE AV	29384	12	9
Residential	2204 WHITNEY DR	47958	20	1
Residential	3106 HUMBLE AV	47810	11	11
Residential	3113 HUMBLE AV	47784	59	18
Residential	3101 HUMBLE AV	47746	13	13
Residential	1615 PUEBLO	79632	14	9
Residential	2401 TEXLAND CIR	116908	17	38
Residential	4807 ANETTA DR	114820	11	5
Residential	1200 MCKENZIE ST	49580	17	7
Residential	6105 PRAIRIE RIDGE DR	119156	13	10
Residential	3201 SHELL AV	47732	16	18
Residential	4904 CHON CV	96136	12	4
Residential	901 Arthur Ct	118538	14	10
Residential	2100 W WASHINGTON AV	87946	12	4
Residential	807 ALMONT PL	121596	13	9
Residential	3201 BAYBRIDGE CT	122874	11	8
Residential	701 N BAIRD ST	40170	15	12
Residential	2405 W GOLF COURSE RD	69526	11	18
Residential	4519 ERIE DR	90610	22	4
Residential	4500 VERSAILLES DR	90584	13	10
Residential	800 E WASHINGTON AV	75088	17	14
Residential	709 DELLWOOD ST	23030	10	6
Residential	3303 W CUTHBERT AV	80300	8	13
Residential	3218 W OHIO AV	13168	12	8
Residential	507 BROWNWOOD DR	16298	10	4
Residential	1300 W INDIANA AV	86642	11	9
Residential	1706 W MISSOURI AV	87480	18	14
Residential	3619 W KANSAS AV	57340	14	10
Residential	2001 BRUNSON AV	87662	12	12
Residential	1805 HOLLOWAY AV	87722	6	24
Residential	5103 W ILLINOIS AV	91716	11	5
Residential	5219 STOREY AV	91614	11	9
Residential	322 TANGLEWOOD DR	91482	10	6
Residential	4707 LEISURE DR	91122	12	7
Residential	4729 LEISURE DR	91144	12	8
Residential	415 IDLEWILDE DR	93630	12	10
Residential	1215 S FT WORTH ST	73460	15	4
Residential	1204 MORAN ST	49600	10	9
Residential	1203 PRATT ST	49608	15	14

Residential	304 S F ST	86892	15	9
Residential	2404 ELIZABETH AV	30960	10	8
Residential	4005 PLEASANT DR	63010	17	9
Residential	611 W FLORIDA AV	49342	18	9
Residential	2800 FRANKLIN AV	58322	6	11
Residential	3915 AVONDALE DR	60792	10	7
Residential	4718 BOWIE DR	14038	15	12
Residential	3605 BAUMANN AV	57384	10	8
Residential	4101 DYER CR	72478	12	13
Residential	3000 GODDARD PL	25964	15	5
Residential	4500 CRENSHAW DR	28598	11	9
Residential	707 OSAGE	80096	21	20
Residential	2507 DARTMOUTH DR	28174	14	8
Residential	7 CHATHAM CT	28092	19	13
Residential	3902 GODFREY ST	80494	18	10
Residential	705 W DORMARD AV	79922	14	10
Residential	2402 FAIRVIEW LN	63638	14	4
Residential	4508 HILLTOP DR	15870	11	11
Residential	4916 KEENLAND DR	34492	9	11
Residential	3929 BAYBROOK CT	51166	19	23
Residential	1407 DAVENTRY PL	69208	18	12
Residential	2200 BRADFORD CT	64654	14	10
Residential	2213 BRADFORD CT	64544	6	10
Residential	2503 KESWICK RD	63654	12	12
Residential	4902 VISTA WEST PARKWAY	82832	10	10
Residential	1704 COVENTRY LN	64638	14	11
Residential	4607 MEADOWWOOD CT	99408	16	9
Residential	5500 NEWCASTLE DR	64084	15	10
Residential	4800 ISLAND DR	35602	23	65
Residential	7003 CHADWICK CT	35852	11	9
Residential	4603 ISLAND DR	35622	11	14
Residential	5101 BRIGHTON PL	68906	10	10
Residential	4823 #6 SPRING MEADOW LN	48514	11	12
Residential	5515 NEWCASTLE DR	64086	10	7
Residential	4909 LANCASHIRE RD	69114	27	16
Residential	4901 THAMES CT	64624	16	6
Residential	5003 BRUNSWICK CR	63496	18	3
Residential	5102 DAVENTRY PL	68934	18	9
Residential	2400 BELLECHASSE CT	63732	12	9
Residential	2802 PURPLE SAGE TR	82868	11	9
Residential	4105 WESTMINISTER DR	72332	30	22
Residential	3400 NORTHFIELD DR	80854	19	5
Residential	3301 CANEMONT DR	27194	10	5
Residential	1306 DAVENTRY PL	69182	15	12
Residential	1305 DAVENTRY PL	69194	18	4
Residential	4607 TATTENHAM CN	33936	21	11
Residential	5008 PIMLICO DR	114258	22	28

Residential	2810 EXETER AV	11066	6	13
Residential	4002 CRESTWOOD AV	20762	16	15
Residential	1715 COVENTRY LN	64274	12	17
Residential	4609 ROSEWOOD DR	15748	18	8
Residential	3406 PARK LN	59620	5	10
Residential	2900 LOCKHEED DR	71496	19	7
Residential	407 S WEATHERFORD ST	75222	20	10
Residential	2504 COUNTRY CLUB DR	42482	14	13
Residential	4722 LAURA DR	14098	11	5
Residential	4602 HUMBLE AV	70834	10	6
Residential	4414 HUMBLE AV	70332	14	5
Residential	4420 HUMBLE AV	70326	13	8
Residential	703 N CLAY ST	55880	11	12
Residential	2008 COUNTRY CLUB DR	82006	13	10
Residential	2001 WYDEWOOD DR	96368	13	18
Residential	2703 BARKLEY AV	59030	12	4
Residential	3511 W ILLINOIS AV	60336	13	8
Residential	4614 BROOKDALE DR	89142	12	11
Residential	4504 ANETTA DR	89004	23	11
Residential	2203 BEDFORD DR	82038	10	7
Residential	4600 HUMBLE AV	70836	10	8
Residential	3005 W GOLF COURSE RD	71500	26	15
Residential	1408 MURRAY ST	52726	16	3
Residential	2513 LOCKHEED DR	42686	11	25
Residential	1416 AINSLEE ST	52688	8	16
Residential	109 CLUB DR	67986	16	19
Residential	3203 THOMAS AV	22222	10	8
Residential	916 N FT WORTH ST	25192	11	7
Residential	106 WALCOTT AV	66940	21	1
Residential	1004 N A ST	67978	25	16
Residential	1000 WHITAKER ST	26058	10	7
Residential	2001 PRINCETON AV	82116	13	14
Residential	3205 W LOUISIANA AV	13144	12	9
Residential	1004 CANYON DR	62428	18	10
Residential	505 S BENTWOOD DR	16216	10	10
Residential	3704 EDMONT DR	27460	14	15
Residential	1501 SEABOARD AV	79178	17	9
Residential	307 ELM AV	45264	20	14
Residential	3503 CRESTMONT DR	27478	17	17
Residential	3530 IMPERIAL AV	41256	10	7
Residential	4204 FERNCLIFF AV	84900	17	12
Residential	2600 CIMMARON AV	30014	25	11
Residential	2823 W SHANDON AV	78940	10	9
Residential	3404 WEDGWOOD ST	80722	14	22
Residential	410 COTTONWOOD AV	46162	28	24
Residential	3515 MARK LN	27272	9	10
Residential	2609 HODGES ST	25364	2	12

Residential	2602 MCCLINTIC ST	25450	12	10
Residential	3508 HYDE PARK AV	41310	11	8
Residential	3500 JORDAN AV	41378	1	12
Residential	2519 HUMBLE AV	44716	13	11
Residential	1301 E GOLF COURSE RD	11532	16	3
Residential	700 SHELL AV	52988	10	8
Residential	2201 NEELY AV	15052	11	5
Residential	2001 SEABOARD AV	83748	20	16
Residential	2308 NEELY AV	29150	12	9
Residential	2002 OAKLAWN DR	55376	23	17
Residential	2806 FANNIN AV	79134	25	17
Residential	809 SHELL AV	39922	20	19
Residential	2104 HUGHES ST	88646	11	6
Residential	1004 W GOLF COURSE RD	11556	10	12
Residential	5209 LAVACA AV	53798	6	17
Residential	307 MAPLE AV	45538	10	6
Residential	1318 E PINE AV	77648	10	11
Residential	3316 PROVIDENCE DR	65006	102	10
Residential	4107 CRESTRIDGE DR	20878	25	11
Residential	4306 CRESTRIDGE DR	20804	29	11
Residential	4305 BOULDER DR	71948	12	2
Residential	4805 NEELY AV	96028	9	11
Residential	4525 SHADY OAK CT	34592	21	23
Residential	2308 STUTZ PL	31870	13	4
Residential	4816 ROSEWOOD DR	15998	9	10
Residential	1301 DAVENTRY PL	69190	14	10
Residential	2801 EXETER AV	11048	10	10
Residential	4005 CRESTRIDGE DR	20890	16	7
Residential	4702 E CHERRYWOOD CT	110514	5	10
Residential	302 FIESTA AV	78880	10	3
Residential	300 FIESTA AV	78882	12	8
Residential	2 REO CT	43726	22	9
Residential	1802 CHECOTAH	79778	11	10
Residential	6409 SHAWNEE	79284	15	12
Residential	4505 GREEN TREE BL	34722	11	12
Residential	2504 STUTZ PL	31844	14	7
Residential	4905 CANTERBURY DR	64370	13	7
Residential	1806 KENSINGTON LN	64508	8	14
Residential	5504 NEWCASTLE DR	64082	10	10
Residential	2829 METZ DR	88288	10	7
Residential	6505 WEWOKA PL	79480	3	13
Residential	6505 SHAWNEE	120940	12	5
Residential	2009 BRENTWOOD DR	120294	21	8
Residential	2613 GODDARD DR	54790	17	11
Residential	2515 FAIRVIEW LN	63666	23	18
Residential	5803 CRANSTON PL	33700	13	11
Residential	4904 THAMES CT	64628	10	9

Residential	5015 LOS ALAMITOS DR	69002	10	7
Residential	4801 PINE MEADOW DR	48556	21	18
Residential	5001 POLO PARKWAY	64500	19	21
Residential	5513 NEWCASTLE DR	64088	12	11
Residential	701 RIVIERA CT	68386	12	13
Residential	5502 CYPRESS CT	34848	9	12
Residential	4529 SHADY OAK CT	34588	11	6
Residential	3812 GULF AV	31064	11	8
Residential	3602 HUMBLE AV	84108	10	11
Residential	200 E DENGAR AV	12322	18	13
Residential	4805 TEAKWOOD TRCE	34896	17	15
Residential	1805 W TENNESSEE AV	88066	12	8
Residential	3521 W ILLINOIS AV	60326	69	18
Residential	3224 DELANO AV	22052	10	9
Residential	4722 W ILLINOIS AV	92026	11	7
Residential	1001 DENTON ST	44546	10	12
Residential	705 S BENTON ST	36922	11	8
Residential	107 N G ST	86402	14	12
Residential	3119 W LOUISIANA AV	30298	11	6
Residential	302 KESSLER AV	30716	21	48
Residential	303 KESSLER AV	30734	10	9
Residential	2613 STOREY AV	42414	22	13
Residential	1615 W MICHIGAN AV	100044	15	5
Residential	4616 PRINCETON AV	39446	5	13
Residential	1503 MCDONALD ST	78044	13	6
Residential	911 COLLEGE AV	104174	11	17
Residential	3303 W MICHIGAN AV	23494	13	19
Residential	3500 W LOUISIANA AV	23186	10	8
Residential	1806 W OHIO AV	88060	11	10
Residential	1002 DENTON ST	44512	27	21
Residential	4303 ANETTA DR	63332	11	9
Residential	4404 ANETTA DR	89050	3	11
Residential	1801 HOLLOWAY AV	87720	24	9
Residential	2803 KESSLER AV	58968	15	15
Residential	2705 BARKLEY AV	59028	20	21
Residential	4103 PLEASANT DR	63022	10	5
Residential	4619 BROOKDALE DR	88980	0	14
Residential	4600 LAURA DR	14138	10	8
Residential	1303 HOLLOWAY AV	86774	14	11
Residential	1210 W KENTUCKY AV	86920	10	8
Residential	1802 W TENNESSEE AV	88072	16	8
Residential	4305 PRINCETON AV	13446	15	10
Residential	4202 GREENBRIAR DR	84810	16	8
Residential	5806 HIGHLAND BL	33748	8	14
Residential	2002 N L ST	83678	9	12
Residential	2514 SEABOARD AV	37606	10	3
Residential	1416 E PARKER AV	17758	22	33

Residential	2516 STANOLIND AV	37644	21	5
Residential	1912 HUGHES ST	88682	12	8
Residential	2205 SEABOARD AV	15032	7	10
Residential	3311 EDMONT DR	27560	12	10
Residential	5416 RIDGEMONT CT	33056	2	16
Residential	5619 DREXEL CT	33102	13	7
Residential	2001 OAKLAWN DR	55370	15	12
Residential	3401 PINEMONT DR	27806	12	13
Residential	5612 FENWAY	32556	11	4
Residential	2504 HUMBLE AV	88590	31	23
Residential	3206 PRESTON DR	95174	11	12
Residential	1419 AINSLEE ST	42698	16	15
Residential	110 CLUB DR	67958	5	19
Residential	702 N LINCOLN ST	55748	13	10
Residential	1211 BEDFORD DR	54736	9	10
Residential	1607 HARVARD AV	65694	11	9
Residential	2013 PRINCETON AV	82104	2	11
Residential	3216 W GOLF COURSE RD	47646	10	12
Residential	2608 LOCKHEED DR	48148	13	4
Residential	2307 W CUTHBERT AV	42190	4	11
Residential	3206 MARIANA AV	22184	17	14
Residential	1800 W WASHINGTON AV	87884	15	14
Residential	5709 DEVLIN PL	33574	14	17
Residential	910 COUNTRY CLUB DR	18304	12	4
Residential	3528 LONOKE AV	46218	55	15
Residential	600 W KANSAS AV	25510	38	13
Residential	1303 SPARKS ST	70072	14	11
Residential	4306 BOULDER DR	72068	22	5
Residential	4803 LEMONWOOD CT	15734	18	20
Residential	2010 COLEMAN CT	30858	21	9
Residential	4902 THAMES CT	64626	24	19
Residential	3602 OAKRIDGE DR	21196	14	14
Residential	3606 OAKRIDGE DR	21200	12	10
Residential	4409 ROBIN LN	48768	11	12
Residential	3709 BERMUDA CT	21162	14	6
Residential	3902 CRESTGATE AV	20908	15	10
Residential	4604 LANHAM ST	49064	10	10
Residential	5904 NOTTINGHAM LN	34226	8	11
Residential	5100 WIDENER STRIP	34234	8	10
Residential	5301 LOCKSLEY CT	34092	23	2
Residential	4513 ROSEWOOD DR	15742	10	8
Residential	3808 CRESTLINE AV	20582	10	10
Residential	5422 BASSWOOD CR	34770	11	9
Residential	6209 ORIOLE CT	35240	15	16
Residential	1300 W TENNESSEE AV	88510	10	10
Residential	5112 KING RICHARDS ROW	34300	7	10
Residential	2911 GODDARD PL	25882	15	14

Residential	2817 MOSS AV	88366	7	12
Residential	3611 WEDGWOOD ST	80592	10	6
Residential	720 AUGUSTA DR	99392	12	9
Residential	2517 W WADLEY AV	29704	12	8
Residential	3209 MARMON DR	43452	27	15
Residential	3404 WOODHAVEN DR	80910	10	9
Residential	2807 METZ DR	88266	10	9
Residential	3205 N I ST	19524	17	20
Residential	2104 N JACKSON ST	81810	23	6
Residential	3321 WHITTLE WAY	27734	10	10
Residential	1903 WESTERN DR	55190	12	7
Residential	3311 STANOLIND AV	48026	19	20
Residential	2001 SINCLAIR AV	83604	41	15
Residential	705 PINEHURST DR	68412	23	5
Residential	3905 BAYBROOK CT	51178	9	15
Residential	1305 CAMP ST	37864	19	16
Residential	3601 COQUINA LN	129318	16	10
Residential	3307 MARIANA AV	59398	15	7
Residential	3209 HILL AV	21806	23	13
Residential	106 E FRANCIS AV	74438	14	12
Residential	400 SPRABERRY DR	61362	17	15
Residential	4508 MONTY DR	92762	12	10
Residential	604 WAVERLY DR	60936	17	1
Residential	1704 W GRIFFIN AV	71240	9	10
Residential	707 BECKLEY DR	62340	10	11
Residential	503 BROOKS DR	61134	14	9
Residential	506 HOWARD DR	60984	14	12
Residential	4616 WOODBAR CT	116448	27	13
Residential	4326 CEDAR SPRING DR	62076	7	10
Residential	602 WAVERLY DR	60934	14	11
Residential	303 TANGLEWOOD DR	91376	19	12
Residential	4416 HARLOWE DR	92970	10	8
Residential	5023 JOY DR	89590	19	12
Residential	317 S BENTWOOD DR	91248	10	6
Residential	6005 PRAIRIE RIDGE DR	115256	10	7
Residential	2013 FRINGEWOOD DR	116438	14	6
Residential	5410 LA JOLLA CV	119198	5	12
Residential	4620 WILSHIRE DR	91002	12	7
Residential	813 CANYON DR	62560	14	10
Residential	1218 W MONTGOMERY AV	52244	8	11
Residential	4600 ERIE DR	90816	14	8
Residential	1800 S MAIN ST	14724	38	23
Residential	4213 BAYBROOK PL	110454	20	20
Residential	706 RAYMOND RD	62410	11	8
Residential	5106 LEISURE DR	91470	10	2
Residential	910 WAVERLY DR	62680	10	10
Residential	1505 GARDEN LN	24526	15	13

Residential	1400 DOUGLAS AV	13768	29	11
Residential	5806 SUNDANCE PL	33794	6	10
Residential	3602 STANOLIND AV	84248	14	9
Residential	1201 W ILLINOIS AV	86354	11	11
Residential	1505 DOUGLAS AV	82266	19	12
Residential	5401 DREXEL CT	32968	8	13
Residential	4605 BOWIE DR	13930	15	7
Residential	3600 FAIRMOUNT DR	62890	18	14
Residential	3609 APACHE DR	59832	32	20
Residential	3805 GULF AV	85032	12	6
Residential	4703 NEELY AV	96046	16	16
Residential	601 W ESTES AV	21472	17	8
Residential	3115 W GOLF COURSE RD	71526	9	10
Residential	4715 NEELY AV	96034	11	12
Residential	5612 GRASSLAND BL	33256	13	10
Residential	1403 COUNTRY CLUB DR	54692	24	14
Residential	1400 MURRAY ST	23816	20	20
Residential	1805 HUNTINGTON ST	40610	20	15
Residential	5 RIDGMAR CT	68076	20	11
Residential	3514 STANOLIND AV	18138	10	6
Residential	1006 N LORAIN ST	66946	4	17
Residential	1416 MOGFORD ST	69542	6	10
Residential	3405 SINCLAIR AV	77840	13	12
Residential	5710 DEVLIN PL	33594	8	15
Residential	907 BEDFORD DR	18290	17	8
Residential	603 W CUTHBERT AV	25514	16	16
Residential	1205 BEDFORD DR	54730	19	10
Residential	1209 COUNTRY CLUB DR	54676	26	14
Residential	601 S TYLER ST	57740	6	11
Residential	3314 WRIGLEY	32528	23	21
Residential	3300 PINEMONT DR	27750	10	4
Residential	2011 WINFIELD RD	83646	33	16
Residential	2000 SHELL AV	83632	29	11
Residential	1005 BOYD AV	11546	12	9
Residential	1314 E COWDEN AV	23864	10	8
Residential	2001 WINFIELD RD	83654	18	25
Residential	205 W HAMBY AV	20218	14	12
Residential	810 SINCLAIR AV	39934	8	10
Residential	2402 HUMBLE AV	94854	12	10
Residential	2202 SHELL AV	14956	3	13
Residential	3406 STANOLIND AV	48044	60	18
Residential	306 SPRABERRY DR	61364	10	7
Residential	3612 W SHANDON AV	84364	10	8
Residential	3618 IMPERIAL AV	84460	20	15
Residential	3629 HYDE PARK AV	84412	15	14
Residential	2207 HUMBLE AV	14938	14	11
Residential	4819 RIC DR	93696	28	15

Residential	1513 S MARSHALL ST	74072	7	13
Residential	1507 S TERRELL ST	73990	15	15
Residential	4503 AMIGO DR	93242	10	7
Residential	2211 SINCLAIR AV	14878	16	17
Residential	4510 W DENGAR AV	70478	21	0
Residential	4713 PRESTON DR	95624	12	13
Residential	5600 CAMDEN	32526	18	12
Residential	4607 ASPEN DR	95798	12	12
Residential	3111 PRESTON DR	95404	12	12
Residential	2 AMHURST CT	43212	25	21
Residential	2105 N BENTON ST	81734	10	7
Residential	709 BOYD AV	52852	14	27
Residential	2405 SHELL AV	77160	16	12
Residential	5513 RIDGEMONT	33196	17	7
Residential	3508 PRINCETON AV	44466	10	5
Residential	4601 ROSEWOOD DR	15744	23	20
Residential	4608 ROSEWOOD DR	15936	4	14
Residential	4407 WOODHOLLOW DR	15856	13	4
Residential	3402 MILLBROOK PL	80682	30	15
Residential	4112 RADCLIFF CT	81124	12	8
Residential	5304 RIO GRANDE AV	54074	9	12
Residential	905 PECAN CT	39148	12	7
Residential	2109 WYDEWOOD DR	96380	10	8
Residential	2904 DOUGLAS DR	71666	11	9
Residential	4718 W CUTHBERT AV	85204	12	14
Residential	4406 ROSEWOOD DR	15828	10	5
Residential	4621 ROSEWOOD DR	15772	23	40
Residential	1604 E SCHARBAUER DR	81790	15	2
Residential	4103 ST ANDREWS DR	55570	15	11
Residential	3600 TRINITY DR	80552	23	22
Residential	3518 IMPERIAL AV	41244	19	14
Residential	3406 OAKMONT DR	27616	12	9
Residential	2611 KESSLER AV	58890	11	11
Residential	3707 OAKRIDGE CT	21140	11	9
Residential	1219 E OAK AV	43770	10	4
Residential	2509 DARTMOUTH DR	28176	26	19
Residential	3601 EDGEMONT DR	27594	12	10
Residential	3528 W SHANDON AV	41188	21	18
Residential	4302 NELSON RD	84976	15	6
Residential	2609 NORTHRUP DR	77754	13	3
Residential	1605 N K ST	82448	15	6
Residential	1604 N J ST	82412	22	17
Residential	5723 HILLCREST PL	33486	10	11
Residential	2911 PRINCETON AV	58062	3	15
Residential	1005 UPLAND ST	44348	10	6
Residential	502 S MINEOLA ST	75038	13	11
Residential	4100 FOX HOLLOW CT	81150	12	8

Residential	2200 N D ST	22954	18	25
Residential	1402 HARVARD AV	13714	13	12
Residential	2702 WYDEWOOD DR	95922	10	8
Residential	916 N LORAIN ST	66914	11	11
Residential	3204 RACQUET CLUB DR	31114	47	24
Residential	1925 ENGLISH DR	81648	18	6
Residential	1623 E SCHARBAUER DR	66040	14	22
Residential	3008 RACQUET CLUB DR	31088	35	14
Residential	3302B MOSS CT	102990	12	10
Residential	1307 CHESTNUT AV	31498	10	2
Residential	2404 SEABOARD AV	16712	26	18
Residential	3610 JORDAN AV	84506	10	5
Residential	2406 W DENGAR AV	29524	10	7
Residential	2229 WESTERN DR	55174	14	10
Residential	4607 CROCKETT AV	13794	19	20
Residential	1803 MAPLE AV	66334	11	10
Residential	2605 MAXWELL DR	28126	21	19
Residential	103 E PINE AV	45916	17	4
Residential	2819 STUTZ DR	88158	11	10
Residential	3405 NORTHFIELD DR	80900	10	12
Residential	3510 NORTHFIELD DR	80876	16	3
Residential	1802 MAPLE AV	66388	18	9
Residential	1122 E SPRUCE AV	77382	16	11
Residential	2817 METZ DR	88276	7	15
Residential	6 WINCHESTER	28310	13	18
Residential	1911 CRESCENT PL	20542	14	9
Residential	3511 MEADOWRIDGE LN	80784	10	8
Residential	3304 NORTHFIELD DR	80782	18	14
Residential	2826 MAXWELL DR	88112	19	5
Residential	3411 TRINITY MEADOWS DR	80842	13	25
Residential	712 W DORMARD AV	12686	19	18
Residential	4908 SAN ANTONIO AV	53474	10	16
Residential	2408 APPERSON DR	83026	11	12
Residential	11 FAIRFAX CT	28072	13	9
Residential	1705 E PECAN AV	66122	8	13
Residential	3325 WHITTLE WAY	27736	10	9
Residential	4303 SKYLINE DR	71970	15	8
Residential	4700 PRESTON DR	95446	10	7
Residential	2003 SINCLAIR AV	83610	14	20
Residential	1405 COUNTRY CLUB DR	54694	16	7
Residential	2401 STANOLIND AV	94900	19	6
Residential	3527 IMPERIAL AV	41198	13	10
Residential	2702A N PECOS ST	98376	28	16
Residential	3809 CIMMARON AV	84746	10	8
Residential	609 W ESTES AV	21464	12	7
Residential	2405 MCDONALD ST	85038	10	11
Residential	1115 MOGFORD ST	70116	11	6

Residential	3502 HYDE PARK AV	41304	10	8
Residential	3701 EDMONT DR	27624	4	13
Residential	2600 INWOOD CT	65166	19	13
Residential	3405 WOODHAVEN DR	80952	7	13
Residential	3705 GODFREY ST	80584	14	6
Residential	3602 NORTHFIELD DR	81034	16	8
Residential	1815 E SCHARBAUER DR	66422	10	4
Residential	4716 BISHOPS CASTLE DR	64188	20	17
Residential	2117 BRADFORD CT	64536	22	22
Residential	3606 TRINITY MEADOWS DR	81022	17	16
Residential	1609 HUMBLE AV	11798	10	9
Residential	2818 PURPLE SAGE TR	82818	16	8
Residential	4619 CHERRYWOOD DR	15916	12	13
Residential	1110 COTTONWOOD AV	47382	14	10
Residential	2609 HUGHES ST	77700	7	10
Residential	3506 W SHANDON AV	41138	12	10
Residential	421 W SPRUCE AV	42964	24	16
Residential	109 W COWDEN AV	38524	16	12
Residential	2301 WEDGWOOD ST	84202	10	5
Residential	2313 STANOLIND AV	94916	9	13
Residential	4306 SKYLINE DR	71860	10	6
Residential	3602 APOLLO CT	21078	10	10
Residential	4321 CRENSHAW DR	28912	11	9
Residential	1810 DEVONSHIRE CT	64416	19	31
Residential	5007 MONTICELLO CT	63564	10	8
Residential	5012 MELVILLE DR	63898	18	13
Residential	4811 RICHMOND DR	64354	14	14
Residential	4712 GATEWAY ST	102872	11	11
Residential	3015 FREDNA PL	95748	5	20
Residential	4408 PARKHURST DR	72280	14	10
Residential	4006 CRESTWOOD AV	20766	14	16
Residential	2826 GODDARD PL	25772	17	15
Residential	1617 E OAK AV	65836	11	5
Residential	204 E SHANDON AV	12282	12	9
Residential	2306 AUBURN PL	31956	11	8
Residential	2800 HAYNES DR	88404	12	3
Residential	4002 ANGELINA DR	102832	11	12
Residential	4207 LEHIGH DR	72828	17	8
Residential	1905 FRINGEWOOD DR	114150	15	17
Residential	1406 N LORAIN ST	38654	13	9
Residential	2303 SHELL AV	77142	18	13
Residential	1308 E COWDEN AV	23870	11	7
Residential	2403 W GOLF COURSE RD	69524	16	17
Residential	4509 CIMMARON AV	70490	13	12
Residential	308 E COWDEN AV	52406	11	9
Residential	4521 CROCKETT AV	11150	12	11
Residential	1509 S JEFFERSON ST	74120	14	13

Residential	2208 HARVARD AV	82126	42	14
Residential	1404 MURRAY ST	23820	13	12
Residential	401 N DALLAS ST	56180	2	14
Residential	1502 MCDONALD ST	78150	10	9
Residential	1208 E COWDEN AV	31298	12	12
Residential	1910 SPARKS ST	33806	11	4
Residential	3106 STANOLIND AV	47934	19	9
Residential	908 PRINCETON AV	18402	2	14
Residential	1408 DOUGLAS AV	13774	25	17
Residential	301 E CUTHBERT AV	52456	13	10
Residential	1714 DOUGLAS AV	82314	20	12
Residential	3207 SHELL AV	47726	20	17
Residential	3502 HUMBLE AV	23718	14	14
Residential	2304 LOCKHEED DR	69536	45	21
Residential	3608 GULF AV	84146	11	12
Residential	1504 PRINCETON AV	82252	25	6
Residential	1401 PRINCETON AV	13702	16	13
Residential	1703 WARD ST	88806	14	11
Residential	713 LOMA VISTA ST	55826	10	7
Residential	3404 SHELL AV	77878	16	4
Residential	5811 STERLING PL	33764	22	17
Residential	5617 HIGHLAND BL	33328	13	15
Residential	1705 LEXINGTON ST	40586	10	3
Residential	1707 COMMUNITY LN	82324	26	24
Residential	1400 AINSLEE ST	23792	13	9
Residential	1803 HUGHES ST	88728	12	15
Residential	1714 CESSNA DR	47614	25	15
Residential	3820 NASSAU DR	85058	10	6
Residential	2509 COLLEGE AV	18778	10	7
Residential	5106 SHADYLANE DR	91706	10	10
Residential	2207 HUNTINGTON ST	37684	13	8
Residential	1601 E SCHARBAUER DR	66062	0	14
Residential	4411 FAIRBANKS DR	26850	11	11
Residential	3804 WESTMONT CT	26982	9	10
Residential	4406 ST ANDREWS DR	26912	5	10
Residential	7 LINDA CT	29862	12	4
Residential	1 BELFIELD CT	43250	8	10
Residential	3209 APPERSON DR	43520	15	13
Residential	5410 SAN SABA CT	113032	13	12
Residential	1713 MORGAN WAY	81466	16	2
Residential	2211 CIMMARON DR	19398	5	18
Residential	1205 W PECAN AV	38990	10	10
Residential	2751 RACQUET CLUB DR	65310	30	12
Residential	1114 N WEATHERFORD ST	64782	11	7
Residential	805 W SPRUCE AV	80054	29	20
Residential	1605 MCCLINTIC ST	82492	8	11
Residential	1604 W PINE AV	89754	21	17

Residential	2223 CIMMARON DR	19410	10	8
Residential	2407 W DENGAR AV	29538	11	10
Residential	3801 CIMMARON AV	84738	12	5
Residential	3001 W GOLF COURSE RD	71498	10	5
Residential	1203 W CUTHBERT AV	54654	11	9
Residential	2313 MAXWELL DR	28154	19	13
Residential	3600 GODFREY CT	84226	16	14
Residential	701 SHELL AV	52986	20	6
Residential	3203 HIGHSKY DR	84572	12	10
Residential	3901 TANFORAN CT	51240	38	16
Residential	3906 TANFORAN CT	51244	22	10
Residential	2007 E PINE AV	19334	13	26
Residential	3601 BERMUDA CT	21220	12	14
Residential	1100 E ILLINOIS AV	102502	25	15
Residential	906 GOLIAD DR	11200	24	4
Residential	7 AUBURN CT	31720	11	2
Residential	1911 E PINE AV	19348	10	7
Residential	2613 HAYNES DR	31740	11	10
Residential	1007 MCDONALD ST	78004	12	7
Residential	1002 BONHAM ST	78364	8	13
Residential	1005 DAVIS AV	51454	10	17
Residential	4300 MONTY DR	61882	11	7
Residential	4306 ROOSEVELT DR	61842	11	5
Residential	4301 LEDDY DR	61834	13	9
Residential	1204 MCDONALD ST	78292	18	14
Residential	3801 PERMIAN CT	78318	11	12
Residential	1307 MCDONALD ST	78012	12	14
Residential	14 STUTZ CT	31704	22	23
Residential	6324 HAYWOOD DR	126654	15	8
Residential	6320 HAYWOOD DR	126656	6	20
Residential	3614 BAUMANN AV	57356	12	15
Residential	4621 W CUTHBERT AV	14176	12	8
Residential	2700 W OHIO AV	30660	14	9
Residential	5613 GRASSLAND BL	33232	15	13
Residential	5601 HILLCREST	33160	11	13
Residential	1911 WINDDRIFT	32722	10	6
Residential	606 WAVERLY DR	60938	10	8
Residential	3503 APACHE DR	59810	12	4
Residential	1607 W KANSAS AV	32286	15	14
Residential	901 W CUTHBERT AV	38404	34	22
Residential	720 STOREY AV	19784	13	13
Residential	1609 BEDFORD DR	32418	15	4
Residential	4304 ANETTA DR	63308	16	16
Residential	3611 SINCLAIR AV	83880	5	11
Residential	2404 W KANSAS AV	42284	10	7
Residential	2513 STOREY AV	42336	15	13
Residential	3507 PRINCETON AV	44482	16	20

Residential	3804 DOUGLAS AV	78086	12	11
Residential	2213 HEREFORD BL	33478	14	9
Residential	302 S CARVER ST	51926	12	7
Residential	909 GOLIAD DR	13966	14	13
Residential	4725 STOREY AV	91978	10	9
Residential	3303 HILL AV	59544	19	16
Residential	4414 HARLOWE DR	92972	18	15
Residential	1505 S MAIN ST	14474	22	15
Residential	4711 W ILLINOIS AV	92050	12	9
Residential	3615 SINCLAIR AV	83876	10	10
Residential	3303 W GOLF COURSE RD	4666	4	10
Residential	2704 ROOSEVELT AV	58594	12	2
Residential	3920 MONTY DR	60656	13	12
Residential	2907 FRANKLIN AV	58220	13	15
Residential	3227 SYCAMORE AV	21732	18	14
Residential	3604 ANETTA DR	62818	0	10
Residential	916 HOLLY DR	59872	10	4
Residential	4718 CROCKETT AV	13874	10	8
Residential	4422 HARLOWE DR	92964	10	6
Residential	4319 HARLOWE DR	61946	11	5
Residential	1908 FRINGEWOOD DR	116168	13	10
Residential	4000 MONTY DR	61692	10	10
Residential	215 N EISENHOWER DR	92422	11	7
Residential	1211 S WEATHERFORD ST	73426	14	11
Residential	4725 WILSHIRE DR	16172	10	8
Residential	602 BROOKS DR	61150	7	10
Residential	301 ROCKYLANE DR	91514	13	11
Residential	4618 PLEASANT DR	89240	11	5
Residential	4701 WOODHOLLOW DR	117572	23	8
Residential	4713 WOODHOLLOW DR	111676	12	22
Residential	410 SWEETBRIAR DR	93654	11	4
Residential	5111 SUNNYSIDE DR	93752	11	9
Residential	3212 HILL AV	21828	12	13
Residential	4815 STOREY AV	91930	15	4
Residential	1511 S ATLANTA ST	74140	24	19
Residential	5211 STOREY AV	91622	13	4
Residential	1901 GLADEWOOD DR	118070	19	19
Residential	4022 ROOSEVELT DR	61764	12	9
Residential	2017 GLADEWOOD DR	115304	30	17
Residential	3812 CEDAR SPRING DR	60794	13	6
Residential	500 RUBY DR	61292	10	8
Residential	114 S GLENWOOD DR	92174	18	6
Residential	124 S BENTWOOD DR	91860	16	11
Residential	1513 S WEATHERFORD ST	73854	13	8
Residential	4 CHATHAM CT	28086	16	14
Residential	3508 MEADOWRIDGE LN	80748	16	12
Residential	2500 QUAIL POINT	65210	13	11

Residential	3805 FAIRGREEN CT	26932	8	12
Residential	5005 MELVILLE DR	63930	19	13
Residential	305 E WADLEY AV	78794	13	7
Residential	4512 NORWOOD ST	72234	16	14
Residential	2404 DARTMOUTH DR	28230	14	3
Residential	1309 MAPLE AV	22760	11	11
Residential	2501 DARTMOUTH DR	28168	27	17
Residential	1613 MAGNOLIA AV	65938	10	3
Residential	102 E PINE AV	45828	10	6
Residential	4001 GODFREY ST	72586	12	11
Residential	1200 E DORMARD AV	77566	13	9
Residential	6923 SUNRISE CT	35700	25	13
Residential	4237 SIESTA LN	55004	15	13
Residential	4901 WIDENER STRIP	33990	11	11
Residential	2201 PRINCETON AV	82144	12	7
Residential	1908 HUGHES ST	88686	12	3
Residential	3517 SEABOARD AV	18110	10	8
Residential	3602 GODFREY CT	84228	16	14
Residential	1604 N K ST	82436	12	7
Residential	3802 NEELY AV	84758	16	13
Residential	1609 N J ST	82422	15	8
Residential	5806 STERLING PL	33770	14	18
Residential	3601 GULF AV	84104	10	10
Residential	5016 SHERWOOD DR	34432	22	27
Residential	5114 SHERWOOD DR	34414	14	16
Residential	405 E DENGAR AV	12514	12	12
Residential	2307 BOYD AV	77064	9	10
Residential	1804 MABERRY ST	40656	11	6
Residential	2300 WEDGWOOD ST	84262	14	14
Residential	14 LAKES DR	68670	19	7
Residential	9 HIALEAH DR	68574	24	15
Residential	701 W PINE ST	80014	10	7
Residential	3301B MOSS CT	102968	5	10
Residential	2208 NEELY AV	25376	42	21
Residential	3516 IMPERIAL AV	41242	9	14
Residential	3211 HIGHISKY DR	84580	16	12
Residential	5516 CYPRESS CT	34862	11	9
Residential	2812 STUTZ DR	88186	22	18
Residential	1618 E PINE AV	65780	11	10
Residential	5107 DAVENTRY PL	68864	13	4
Residential	3111 TEALWOOD PL	49042	11	7
Residential	6816 ISLAND CR	35572	16	16
Residential	5211 TEAKWOOD TRCE	35040	12	9
Residential	6007 QUEENS CT	34202	7	10
Residential	315 E SPRUCE AV	46042	18	15
Residential	2524 KESWICK RD	82960	14	14
Residential	5107 SHERWOOD DR	34372	6	10

Residential	5300 SHERWOOD DR	34390	13	13
Residential	7 HAWTHORNE DR	68618	76	20
Residential	5101 TEAKWOOD TRCE	35064	8	12
Residential	5302 TEAKWOOD TRCE	34794	6	10
Residential	5300 TEAKWOOD TRCE	34796	13	18
Residential	1333 TERRA CT	69258	14	9
Residential	3304 PINEMONT DR	27746	21	18
Residential	4465 HACKBERRY CT	34652	19	18
Residential	116 BLACKBERRY CT	50960	18	4
Residential	5313 RIDGEFIELD CT	35772	12	14
Residential	5001 LAVACA CT	53502	14	5
Residential	1102 E PECAN AV	68084	11	7
Residential	4927 RUSTIC TR	35460	9	13
Residential	6707 WEST WIND CT	35980	10	1
Residential	5003 CASTLEFORD RD	69024	24	15
Residential	3704 DENTCREST DR	27084	11	11
Residential	2805 RACQUET CLUB DR	65322	30	19
Residential	1602 N D ST	32104	17	7
Residential	1609 CASTLEFORD RD	64218	14	9
Residential	1401 DAVENTRY PL	69202	10	6
Residential	2209 WELLINGTON CT	64158	17	5
Residential	4810 SUNSHINE PARKWAY	96108	12	13
Residential	3700 OAKRIDGE CT	21152	23	10
Residential	3702 OAKRIDGE CT	21150	11	19
Residential	4506 BELTON PL	53140	11	12
Residential	2309 AUBURN PL	31996	21	12
Residential	2413 CULPEPER DR	28292	15	17
Residential	4401 MEADOWLARK LN	48674	12	9
Residential	5208 RIO GRANDE DR	53670	10	9
Residential	1600 SEABOARD AV	11882	18	9
Residential	2513 FRONTIER AV	29268	11	7
Residential	2612 CULVER DR	77722	16	7
Residential	4207 FERNCLIFF AV	84888	10	10
Residential	4313 GREENBRIAR DR	84660	17	10
Residential	206 WINDRIDGE CR	107584	20	9
Residential	2907 ARROWHEAD TR	82734	7	13
Residential	4107 ANGELINA DR	102846	11	6
Residential	4011 LEHIGH DR	72446	15	9
Residential	1800 MAGNOLIA AV	66438	10	8
Residential	1814 DUKES DR	64318	2	15
Residential	3401 EDMONT DR	27578	13	18
Residential	2005 SEABOARD AV	83744	17	12
Residential	3401 CLAREMONT DR	27114	17	13
Residential	7007 ALMEY CT	35806	14	16
Residential	4500 ISLAND DR	35404	16	14
Residential	4807 ISLAND DR	35498	15	17
Residential	112 WINDRIDGE CR	107576	9	19

Residential	101 WINDRIDGE CR	105890	26	22
Residential	4803 RUSTIC TR	35582	11	7
Residential	4600 GREEN TREE BL	34518	10	12
Residential	29 SADDLE CLUB DR	68638	18	1
Residential	5109 TEAKWOOD TRCE	35056	18	3
Residential	2211 WELLINGTON CT	64160	14	12
Residential	2108 BRADFORD CT	64650	25	19
Residential	2504 CANDLE TREE CV	63916	18	16
Residential	410 E WADLEY AV	12456	11	7
Residential	2608 KESWICK CV	82950	16	16
Residential	4910 FIELDS PL	63842	16	9
Residential	4701 BISHOPS CASTLE DR	64238	17	11
Residential	3211 HAYNES DR	43702	10	8
Residential	2303 NEELY AV	16704	10	5
Residential	2606 TERRACE AV	29646	13	3
Residential	2 LIVE OAK DR	11678	22	26
Residential	2012 SHELL AV	83644	24	16
Residential	2509 W SHANDON AV	29932	12	6
Residential	4124 RADCLIFF CT	81132	26	10
Residential	1405 N GARFIELD ST	23762	16	43
Residential	2413 W DENGAR AV	29544	13	4
Residential	2609 W SHANDON AV	29946	11	4
Residential	3629 IMPERIAL AV	84322	10	9
Residential	1610 N K ST	82442	10	8
Residential	1318 CHESTNUT AV	17654	11	9
Residential	719 SINCLAIR AV	52880	13	13
Residential	2513 NEELY AV	37594	10	6
Residential	2603 HUGHES ST	77706	26	13
Residential	409 E COWDEN AV	52394	12	10
Residential	4704 W DENGAR AV	95680	9	12
Residential	3500 EDMONT DR	27512	1	15
Residential	3214 BOYD AV	47680	14	7
Residential	2607 FRONTIER AV	29302	10	7
Residential	3202 CIMMARON AV	41818	11	7
Residential	4804 ANDREWS HWY	83174	15	14
Residential	2509 W CUTHBERT AV	42316	17	11
Residential	3204 DELANO AV	22032	11	11
Residential	3905 TANNER DR	60730	15	15
Residential	2603 STOREY AV	42404	13	14
Residential	2713 W MICHIGAN AV	30658	11	15
Residential	704 AUSTIN ST	23004	31	14
Residential	1303 BELMONT ST	14340	11	6
Residential	2202 HOLLOWAY AV	18668	10	11
Residential	5103 THOMASON DR	91434	9	10
Residential	3805 ANETTA DR	62978	15	10
Residential	3120 BARKLEY AV	82632	10	4
Residential	706 S TILDEN ST	36784	15	17

Residential	4713 LAURA DR	14062	11	10
Residential	306 KERTH ST	23678	11	3
Residential	1102 W WASHINGTON AV	104160	13	1
Residential	1502 S COLORADO ST	14526	12	8
Residential	118 S EISENHOWER DR	92534	20	11
Residential	3303 PARK LN	59642	10	8
Residential	4411 HARLOWE DR	92876	14	6
Residential	3411 TRAVIS AV	59762	17	5
Residential	507 S LINCOLN ST	36430	12	9
Residential	909 COLLEGE AV	104172	11	17
Residential	802 S COLORADO ST	75932	11	9
Residential	4806 STOREY AV	93552	20	17
Residential	906 WAVERLY DR	62678	12	9
Residential	2006 W MISSOURI AV	87526	10	12
Residential	4516 COMANCHE DR	16922	12	11
Residential	4520 COMANCHE DR	16918	8	10
Residential	11 HANOVER DR	31122	24	8
Residential	1511 W MISSOURI AV	86614	27	21
Residential	208 S I ST	87602	10	15
Residential	221 E CIRCLE DR	58474	10	6
Residential	4617 W CUTHBERT AV	14180	10	8
Residential	4734 COUNTRY CLUB DR	85298	10	6
Residential	602 S JACKSON ST	52198	6	11
Residential	205 E PECK AV	15326	22	17
Residential	503 SPRABERRY DR	61314	7	10
Residential	4500 ANETTA DR	89000	12	7
Residential	2207 COLLEGE AV	18846	12	10
Residential	700 S FT WORTH ST	75664	12	19
Residential	3100 MARIANA AV	22130	12	5
Residential	404 EDGEWOOD DR	93322	19	2
Residential	3910 ROOSEVELT DR	60608	9	11
Residential	307 PYLANT ST	23692	16	12
Residential	3705 W MICHIGAN AV	57502	10	5
Residential	4501 AMIGO DR	93244	15	12
Residential	906 S BENTWOOD DR	89490	10	7
Residential	4620 COMANCHE DR	16950	10	6
Residential	102 W ESTES AV	111740	11	9
Residential	4221 EDGEBROOK PL	110446	15	14
Residential	8301 GLASGOW DR	59104	14	18
Residential	4605 HILLTOP DR	118364	17	16
Residential	2109 DEEANNA LN	111630	25	27
Residential	2704 CALLAWAY DR	110120	13	15
Residential	7901 GLASGOW DR	59088	14	21
Residential	5208 GREATHOUSE AV	116400	11	12
Residential	412 CASPER CT	122702	18	15
Residential	2100 S TERRELL ST	104414	32	20
Residential	1910 S FORT WORTH ST	15432	10	10

Residential	200 E LONGVIEW AV	15274	13	7
Residential	4308 ANETTA DR	63312	11	8
Residential	1304 E DORMARD AV	77596	26	21
Residential	1202 MANOR ST	78392	14	5
Residential	3805 DOUGLAS AV	78192	8	17
Residential	5706 SARATOGA DR	34030	9	10
Residential	3 CHURCHILL WAY	68550	19	5
Residential	2216 BRADFORD CT	64662	24	25
Residential	4725 ROSEWOOD DR	15958	18	15
Residential	5000 OAK VALLEY DR	119006	24	22
Residential	5003 HILLTOP DR	119002	12	14
Residential	3611 APOLLO CT	21092	28	24
Residential	2311 METZ PL	32078	14	15
Residential	3707 CRESTMONT DR	27452	6	10
Residential	1708 NORMANDY LN	64564	13	14
Residential	6008 QUEENS CT	34186	11	11
Residential	1400 CASTLEFORD RD	69134	2	10
Residential	5110 ASHDOWN PL	68816	11	5
Residential	2515 EMERSON DR	54874	17	12
Residential	3408 MEADOWRIDGE LN	80762	12	7
Residential	3300 FELDSPAR LN	120814	11	7
Residential	12 FAIRFAX CT	28074	22	14
Residential	4001 DYER CR	72620	21	21
Residential	309 E ESTES AV	52424	10	7
Residential	3706 STANOLIND AV	84210	21	20
Residential	905 COUNTRY CLUB DR	18250	16	19
Residential	709 N LINCOLN ST	55718	13	3
Residential	4900 SUNDOWN CR	82856	14	9
Residential	4903 SPY GLASS CR	82838	14	12
Residential	5115 POLO CLUB RD	368	41	12
Residential	802 PALOMINO	68782	32	16
Residential	4515 MERCEDES DR	92818	14	6
Residential	3902 EDGEBROOK CT	51150	10	5
Residential	5103 KING RICHARDS ROW	34260	11	9
Residential	4904 FOXBORO CT	48584	16	7
Residential	2903 WYDEWOOD DR	95984	15	10
Residential	2201 SOUTHAMPTON LN	64106	43	12
Residential	4903 PURPLE SAGE CV	82780	11	11
Residential	401 W BROADWAY	32172	64	14
Residential	1008 AINSLEE ST	70214	2	13
Residential	4700 SHADYLANE DR	92052	13	6
Residential	1405 STOREY AV	54622	8	15
Residential	3215 THOMAS AV	22210	13	9
Residential	2405 BRUNSON AV	18612	22	11
Residential	3308 CUNNINGHAM DR	59678	26	17
Residential	5133 W ILLINOIS AV	91742	13	8
Residential	1521 S MARSHALL ST	74064	12	10

Residential	2903 DOUGLAS DR	71784	17	16
Residential	5720 HILLCREST PL	33490	18	16
Residential	2806 PRINCETON AV	48288	12	12
Residential	2205 BEDFORD DR	82036	12	7
Residential	5708 HILLCREST PL	33496	21	19
Residential	1407 W KANSAS AV	54546	11	10
Residential	1507 CASCADE CT	78140	10	13
Residential	2113 WINDDRIFT	32842	25	28
Residential	5609 HEARTLAND AV	33124	9	10
Residential	607 N D ST	38224	15	34
Residential	1921 CENTERVIEW	32784	1	10
Residential	1919 CENTERVIEW	32786	16	15
Residential	2401 W KANSAS AV	90068	9	10
Residential	2400 COLLEGE AV	18738	17	12
Residential	3906 AVONDALE DR	60754	10	9
Residential	3218 HILL AV	21834	11	8
Residential	4707 SHADYLANE DR	92118	31	14
Residential	2610 COUNTRY CLUB DR	58024	11	6
Residential	907 W MICHIGAN AV	38178	11	13
Residential	5307 OAK VALLEY DR	128348	13	18
Residential	403 NEELY AV	98422	11	9
Residential	5308 CASTLE PINE RD	127476	12	8
Residential	3300 TRINITY MEADOWS DR	80772	24	11
Residential	1723 S ATLANTA ST	74222	12	8
Residential	1711 S ATLANTA ST	74234	7	12
Residential	6207 CHICKASAW	79306	8	10
Residential	2102 WOODLAWN DR	55360	13	3
Residential	6800 DESERT WIND	122724	19	7
Residential	1013 N LORAIN ST	66966	15	12
Residential	3300 ROOSEVELT DR	59476	21	13
Residential	3306 ROOSEVELT DR	59470	11	8
Residential	1302 S ATLANTA ST	73640	11	7
Residential	1301 S MINEOLA ST	73598	9	11
Residential	1201 S DALLAS ST	73504	14	8
Residential	1011 S WEATHERFORD ST	76208	11	10
Residential	1000 S MINEOLA ST	76158	16	4
Residential	1110 MCKENZIE ST	49490	11	6
Residential	3801 WESTMONT CT	26988	10	2
Residential	4985 RUSTIC TR	35406	16	19
Residential	3007 GODDARD PL	25976	12	6
Residential	3800 FAIRCIRCLE	26968	11	11
Residential	5018 STONELEIGH DR	64610	10	7
Residential	14 WINCHESTER	28324	10	9
Residential	5413 WHITMAN DR	55172	12	5
Residential	5014 CASTLEFORD RD	68972	11	9
Residential	5006 CASTLEFORD RD	68964	21	19
Residential	5003 MELVILLE DR	63932	14	14

Residential	2914 GODDARD PL	25872	13	8
Residential	2814 MOSS AV	25786	5	18
Residential	3901 ARROYO DR	80996	14	8
Residential	8 BELFIELD CT	43238	21	13
Residential	4212 RUSSELL DR	55460	24	25
Residential	1203 SHIRLEY LN	38968	12	13
Residential	313 E PINE AV	45942	10	6
Residential	1713 MAPLE AV	66242	9	10
Residential	507 GEORGE AV	99492	37	19
Residential	2506 HUMBLE AV	88588	10	10
Residential	2303 BELLECHASSE CT	63752	11	19
Residential	2000 HUMBLE AV	83682	18	6
Residential	1602 N WEATHERFORD ST	12092	19	12
Residential	2922 MCDONALD ST	84400	10	8
Residential	2605 HUGHES ST	77704	14	9
Residential	3313 W DENGAR AV	40878	25	16
Residential	3524 W SHANDON AV	41184	10	7
Residential	2404 SHELL AV	77194	28	16
Residential	1409 W MICHIGAN AV	88414	10	11
Residential	2012 CENTERVIEW	32928	10	7
Residential	106 S JEFFERSON ST	56838	23	13
Residential	4516 ST ANDREWS DR	26890	10	9
Residential	4405 GLENEAGLES DR	26690	11	12
Residential	2804 W SHANDON AV	29766	13	8
Residential	3101 ELMA DR	95388	10	16
Residential	4509 CLOUDCROFT CT	70616	10	5
Residential	5610 FENWAY	32554	12	13
Residential	2502 FRONTIER AV	29340	10	4
Residential	1609 SEABOARD AV	11872	26	20
Residential	2602 N GARFIELD ST	25378	14	11
Residential	2606 FANNIN AV	29288	35	11
Residential	3201 STANOLIND AV	47902	50	17
Residential	1801 MORGAN WAY	81472	14	5
Residential	3307 WINDSOR DR	64952	10	7
Residential	4206 NELSON RD	84970	10	2
Residential	5700 HEARTLAND AV	33148	17	20
Residential	1411 W CUTHBERT AV	54642	49	14
Residential	2905 LOCKHEED DR	71650	8	20
Residential	5805 DEVLIN PL	33676	20	27
Residential	1501 STOREY AV	32318	19	19
Residential	1204 WHITNEY DR	58054	15	3
Residential	2009 WINDDRIFT	32852	32	17
Residential	2312 W KANSAS AV	42244	16	8
Residential	811 NEELY AV	22976	15	5
Residential	2713 RACQUET CLUB DR	65282	12	10
Residential	4122 FOX HOLLOW CT	81162	10	8
Residential	2701 RACQUET CLUB DR	65274	20	55

Residential	2735 RACQUET CLUB DR	65298	20	10
Residential	5503 RIO GRANDE AV	113062	11	10
Residential	2815 W SHANDON AV	78932	13	12
Residential	2205 WINFIELD RD	83710	24	11
Residential	1300 E JAX AV	31490	17	20
Residential	1401 CHESTNUT AV	31530	24	8
Residential	3315 W SHANDON AV	40948	11	4
Residential	3603 NEELY AV	84222	10	10
Residential	8 RIDGMAR CT	68062	14	14
Residential	3607 SPRINGMONT DR	27772	19	19
Residential	2306 TERRACE AV	29204	5	10
Residential	3509 JORDAN AV	41350	11	6
Residential	3113 AUBURN DR	43638	17	12
Residential	2507 STUTZ PL	31854	14	14
Residential	3103 METZ DR	43746	10	7
Residential	4101 ANGELINA DR	102840	10	8
Residential	5029 MIRA VISTA CR	49860	10	7
Residential	704 DORAL CT	68452	14	11
Residential	4205 BOULDER DR	72092	10	9
Residential	5006 BRAZOS AV	53380	12	12
Residential	2500 CULPEPER DR	28210	17	19
Residential	4821 RUSTIC TR	35600	10	12
Residential	1311 CHESTNUT AV	31502	11	3
Residential	2305 REGAL PL	96266	16	8
Residential	4112 FAIRWOOD DR	105870	18	14
Residential	5005 STONELEIGH DR	64588	11	12
Residential	1901 COLEMAN CT	30816	22	23
Residential	4905 HEATHER RD	69060	11	9
Residential	4805 PINE MEADOW DR	48552	15	11
Residential	4606 MEADOWWOOD CT	48396	12	6
Residential	1311 E JAX AV	31628	12	8
Residential	2008 SEABOARD AV	83766	17	11
Residential	2823 FRONTIER AV	79106	20	11
Residential	3324 W SHANDON AV	41008	3	13
Residential	706 PINEHURST DR	68470	13	5
Residential	4705 TEAKWOOD TRCE	34906	12	11
Residential	4905 LOS ALAMITOS DR	69148	12	8
Residential	5106 BRIGHTON PL	68898	16	13
Residential	4901 CANTERBURY DR	64366	7	10
Residential	4905 POLO PARKWAY	64442	22	20
Residential	1711 COVENTRY LN	64278	10	6
Residential	4933 RUSTIC TR	35454	13	9
Residential	18 LAKES DR	68678	11	8
Residential	5142 ASHDOWN PL	68848	38	12
Residential	1707 COVENTRY LN	64282	8	11
Residential	3925 EDGEBROOK CT	51134	12	6
Residential	6407 DRIFTWOOD DR	34708	24	14

Residential	4846 RUSTIC TR	35364	9	13
Residential	2902 MCDONALD ST	84380	18	6
Residential	208 E SPRUCE AV	45938	11	7
Residential	4601 GREEN TREE BL	34728	10	6
Residential	1909 COLEMAN CT	30824	17	18
Residential	2317 SIESTA LN	54972	23	25
Residential	2906 EMERSON PL	25800	23	20
Residential	1304 BRIGHTON PL	69296	16	9
Residential	2309 SIESTA LN	54968	11	7
Residential	1310 MAPLE AV	22748	25	12
Residential	1204 E GOLF COURSE RD	24582	19	12
Residential	2602 CULVER DR	77712	17	12
Residential	2615 CESSNA DR	17586	14	8
Residential	2310 NEELY AV	29152	29	23
Residential	3508 CAMARIE AV	41160	9	10
Residential	4201 NELSON RD	84962	12	12
Residential	1600 W PINE AV	89750	10	6
Residential	3203 W WADLEY AV	41560	11	10
Residential	1704 E PECAN AV	66168	10	9
Residential	2404 STUTZ PL	31880	2	11
Residential	4009 NORWOOD ST	72852	27	21
Residential	4105 BOULDER DR	72100	22	23
Residential	5000 CANADIAN AV	53276	10	9
Residential	4914 LEMONWOOD DR	15850	9	10
Residential	4229 SIESTA LN	55000	10	19
Residential	2410 NORTHTOWN CT	55074	10	7
Residential	3004 MEADOWBROOK DR	26014	10	4
Residential	303 E CLOUD AV	78838	8	16
Residential	4802 W CHERRYWOOD CT	15980	7	10
Residential	2809 EMERSON LN	25684	10	10
Residential	2811 EMERSON LN	25682	21	19
Residential	3207 TEALWOOD PL	49032	11	12
Residential	2308 METZ PL	32058	11	13
Residential	4511 ST ANDREWS DR	26790	10	8
Residential	2808 W SHANDON AV	29770	2	12
Residential	1908 CRESCENT PL	20562	24	16
Residential	400 E DENGAR AV	12556	22	10
Residential	2826 HAYNES DR	88378	8	11
Residential	4302 SKYLINE DR	71824	18	1
Residential	2826 W DENGAR AV	78946	12	7
Residential	4105 GODFREY ST	72498	12	13
Residential	309 E PINE AV	45946	16	12
Residential	103 W DORMARD AV	12642	19	15
Residential	207 E SPRUCE AV	46060	11	11
Residential	2809 AUBURN DR	88208	11	10
Residential	109 W DORMARD AV	12636	14	9
Residential	2826 AUBURN DR	88232	15	14

Residential	101 E SPRUCE AV	46072	11	12
Residential	3207 FRONTIER AV	41902	23	13
Residential	2609 MAXWELL DR	28130	12	4
Residential	2302 STUTZ PL	31864	10	9
Residential	2106 WHITNEY DR	47966	12	7
Residential	3109 HUMBLE AV	47788	18	15
Residential	3707 COQUINA LN	129654	14	0
Residential	5002 GATEWAY CT	129968	36	21
Residential	8 WEEPING WILLOW LN	38034	13	16
Residential	2000 JADEWOOD DR	125836	25	23
Residential	6100 HOMESTEAD BL	124254	13	9
Residential	5008 MIRA VISTA CR	49876	47	14
Residential	5101 OAK VALLEY DR	118368	14	15
Residential	4707 ANETTA DR	88924	18	12
Residential	4501 VERSAILLES DR	90478	7	10
Residential	5509 LA JOLLA CV	119226	11	11
Residential	1307 BELMONT ST	14336	25	12
Residential	4700 HILLTOP DR	115450	6	11
Residential	2025 BRENTWOOD DR	120556	12	14
Residential	4205 TANFORAN AV	116266	15	10
Residential	2001 BRENTWOOD DR	120926	23	13
Residential	5000 APPLE CREEK RD	120908	12	12
Residential	5007 HILLTOP DR	118998	0	25
Residential	4903 ANETTA DR	116390	11	6
Residential	5208 MATHIS ST	124470	13	13
Residential	811 ALMONT PL	122998	11	8
Residential	3117 HUMBLE AV	47780	29	23
Residential	3119 HUMBLE AV	47778	12	12
Residential	4205 TUMBLEWEED TR	70926	20	22
Residential	3101 BLUEBIRD LN	122932	6	12
Residential	4515 ERIE DR	90614	10	9
Residential	4522 GRACELAND DR	90606	13	9
Residential	1107 TELLURIDE CT	121174	5	11
Residential	1106 N MAIN ST	90268	12	9
Residential	109 N MARSHALL ST	103048	11	5
Residential	4308 HARVARD AV	13484	9	11
Residential	2001 W TEXAS AV	87406	15	14
Residential	1104 W INDIANA AV	86674	14	7
Residential	4503 ROOSEVELT DR	92750	8	11
Residential	3907 ANETTA DR	62992	8	10
Residential	4406B THOMASON DR	100316	20	13
Residential	200 S H ST	86612	14	12
Residential	200 POWELL ST	101134	18	14
Residential	2616 FRANKLIN AV	58414	10	6
Residential	5217 STOREY AV	91616	15	95
Residential	4212 TANNER DR	61602	11	11
Residential	2410 W WASHINGTON AV	18918	22	15

Residential	1503 W GRIFFIN AV	71298	17	14
Residential	4614 W ILLINOIS AV	92392	7	10
Residential	1008 S COLORADO ST	76266	1	18
Residential	5118 BELAIRE DR	93940	10	8
Residential	3108 ROOSEVELT AV	21930	10	8
Residential	309 SUNSET ST	30752	9	10
Residential	3801 ANETTA DR	62974	11	8
Residential	4629 VERSAILLES DR	90528	15	12
Residential	4502 PLEASANT DR	89274	10	6
Residential	2005 COLLEGE AV	87794	16	11
Residential	4106 GODFREY ST	72412	22	6
Residential	1811 E OAK AV	66296	14	12
Residential	405 NICKLAUS ST	28546	11	9
Residential	2820 MOSS AV	25780	13	10
Residential	4307 NICKLAUS ST	28646	12	9
Residential	3407 TRINITY MEADOWS DR	80846	7	11
Residential	5117 CONCHO DR	53288	27	10
Residential	2016 COLEMAN CT	30864	7	11
Residential	3611 OAKRIDGE DR	21066	13	16
Residential	313 E OAK AV	45650	12	7
Residential	1100 COTTONWOOD AV	47372	0	11
Residential	5007 MELVILLE DR	63928	14	16
Residential	2112 BRADFORD CT	64652	12	10
Residential	4512 PALMER DR	28422	16	16
Residential	4713 MELVILLE DR	90408	14	13
Residential	5011 BELLE GROVE CT	63520	2	10
Residential	4900 STONELEIGH DR	64290	6	11
Residential	1908 HUDSON AV	19156	11	5
Residential	3602 TRINITY MEADOWS DR	81026	12	8
Residential	3611 SPRINGMONT DR	27776	11	6
Residential	4612 FLOYD CT	28460	11	9
Residential	4512 IRWIN CT	28672	10	12
Residential	3603 TRINITY MEADOWS DR	81040	15	10
Residential	5109 BRAZOS AV	53434	12	6
Residential	5410 GRASSLAND BL	33334	11	9
Residential	708 W CALIFORNIA AV	49190	10	6
Residential	2307 STOREY AV	42224	15	2
Residential	3406 PRINCETON AV	44304	28	16
Residential	805 N G ST	54618	5	12
Residential	701 S TILDEN ST	36840	11	8
Residential	605 S JEFFERSON ST	75296	8	10
Residential	722 N LINCOLN ST	55732	10	5
Residential	3505 SENTINEL AV	44688	16	8
Residential	5605 DREXEL CT	33094	24	24
Residential	3610 W MICHIGAN AV	57456	15	9
Residential	1501 HOLLOWAY AV	86808	11	9
Residential	510 S FT WORTH ST	74988	15	13

Residential	5624 HATHAWAY CT	33278	11	11
Residential	904 N FT WORTH ST	25204	16	12
Residential	4900 CHON CV	96132	14	14
Residential	2903 LOCKHEED DR	71648	23	25
Residential	3005 DOUGLAS DR	71770	10	0
Residential	706 S CLAY ST	36848	5	10
Residential	2709 SENTINEL DR	48258	11	11
Residential	1206 STOREY AV	54662	10	4
Residential	2201 ABBEY PL	96240	16	14
Residential	5605 CROWLEY BL	32894	14	8
Residential	505 STOREY AV	25594	10	8
Residential	7 BRISTOL CT	47594	13	7
Residential	2007 PRINCETON AV	82110	10	9
Residential	2805 LOCKHEED DR	48190	24	17
Residential	1414 COUNTRY CLUB DR	54714	26	19
Residential	1408 MOGFORD ST	52658	17	42
Residential	3202 LOCKHEED DR	71548	9	13
Residential	4603 HUMBLE AV	70798	11	12
Residential	4613 ERIE DR	90754	13	3
Residential	1216 W MONTGOMERY AV	52246	11	5
Residential	303 WILLOWOOD DR	91442	10	2
Residential	400 COTTONWOOD AV	46152	10	11
Residential	2725 RACQUET CLUB DR	65290	36	18
Residential	2702 N GARFIELD ST	65252	12	8
Residential	2600 HODGES ST	25404	11	10
Residential	3600 EDMONT DR	27504	11	11
Residential	2825 CIMMARON AV	79052	14	12
Residential	5413 SAN SABA CT	113018	11	9
Residential	2604 MCCLINTIC ST	25452	11	8
Residential	2604 N N ST	25432	13	5
Residential	2102 WYDEWOOD DR	96088	12	13
Residential	2106 REGAL PL	96328	15	15
Residential	1204 W CUTHBERT AV	54684	21	11
Residential	702 OSAGE	79954	10	3
Residential	3200 DURANT DR	43438	10	3
Residential	2707 RACQUET CLUB DR	65278	29	14
Residential	3609 NEELY AV	84216	10	4
Residential	1301 N COLORADO ST	38582	10	6
Residential	108 E OAK AV	45572	10	8
Residential	1 WINCHESTER	28300	17	13
Residential	3601 WOODHAVEN CT	81074	15	9
Residential	4207 CRESTGATE AV	20674	25	16
Residential	4700 AZALEA CT	100656	5	10
Residential	4303 CRESTGATE AV	20658	7	11
Residential	4615 ROSEWOOD DR	15768	12	11
Residential	4612 TATTENHAM CN	34020	8	11
Residential	3204 HAYNES DR	25938	14	10

Residential	1607 E PINE AV	65744	8	17
Residential	2405 GODDARD CT	55088	12	10
Residential	2002 STANOLIND AV	83736	15	10
Residential	1609 STANOLIND AV	11848	51	13
Residential	111 CEDAR AV	98958	14	11
Residential	4527 SHADY OAK CT	34590	16	13
Residential	4565 SHADY OAK CT	34552	39	22
Residential	6212 ORIOLE CT	35236	30	22
Residential	2821 HAYNES DR	88328	13	8
Residential	3308 MARBLE LN	120548	17	16
Residential	5002 QUARTZ LN	116434	21	15
Residential	3407 LIMESTONE LN	118974	12	13
Residential	4902 TIMBER CT	21176	13	13
Residential	3807 CRESTRIDGE DR	20786	17	16
Residential	4501 CHERRYWOOD DR	15788	18	17
Residential	2611 EMERSON DR	54860	11	17
Residential	4905 SPY GLASS CR	82836	10	9
Residential	4463 HACKBERRY CT	34654	18	13
Residential	211 WINDRIDGE CR	105860	35	10
Residential	215 WINDRIDGE CR	107766	8	12
Residential	6503 DRIFTWOOD DR	34712	11	11
Residential	2507 CANDLE TREE CV	63876	21	7
Residential	2315 HAYNES DR	32020	10	10
Residential	3009 MEADOWBROOK DR	26028	18	10
Residential	2916 NORTHTOWN PL	25838	13	3
Residential	2902 GODDARD PL	25860	10	5
Residential	1902 HUDSON AV	19162	18	10
Residential	2610 CAMARIE AV	29726	21	12
Residential	4109 EDGEBROOK DR	51114	11	3
Residential	5109 WIDENER STRIP	33966	24	24
Residential	1804 KENSINGTON LN	64506	7	14
Residential	4202 SKYLINE DR	71888	3	19
Residential	4203 SKYLINE DR	71934	13	9
Residential	6506 WEWOKA PL	79482	13	13
Residential	2000 BRENTWOOD DR	118668	7	11
Residential	2016 BRENTWOOD DR	119516	8	10
Residential	2020 BRENTWOOD DR	119654	11	5
Residential	5100 LOS ALAMITOS CT	68984	14	13
Residential	5110 SHERWOOD DR	34418	4	13
Residential	4407 TREVINO ST	28556	10	7
Residential	3703 MARK LN	27010	15	7
Residential	2503 SHELL AV	44742	16	11
Residential	7004 RIDGEBORO CT	35830	8	15
Residential	5308 WIDENER STRIP	34106	25	28
Residential	2305 CAMARIE AV	29452	20	3
Residential	23 SUFFOLK DR	68582	10	5
Residential	6406 SEQUOIA DR	34756	10	9

Residential	1120 E DORMARD AV	77336	13	10
Residential	4803 TEAKWOOD TRCE	34898	11	9
Residential	4307 BEDFORD AV	13336	9	10
Residential	4309 BEDFORD AV	13338	9	18
Residential	3119 W KANSAS AV	97664	14	13
Residential	4622 LAURA DR	14160	11	7
Residential	2707 BARKLEY AV	59026	14	12
Residential	3319 W CUTHBERT AV	80316	11	13
Residential	1011 UPLAND ST	44354	12	6
Residential	2008 WINDDRIFT	32840	11	11
Residential	2316 W KANSAS AV	42240	12	4
Residential	1608 W TENNESSEE AV	32218	14	13
Residential	5604 DREXEL CT	33114	19	16
Residential	907 W KENTUCKY AV	87020	15	8
Residential	3113 W OHIO AV	52488	14	14
Residential	5014 PLEASANT DR	89604	10	6
Residential	3403 W LOUISIANA AV	23322	11	9
Residential	1008 W KENTUCKY AV	86966	58	20
Residential	1303 DELMAR ST	13494	15	15
Residential	3403 CRESTMONT DR	27468	10	14
Residential	3505 CAMARIE AV	41146	11	8
Residential	4501 FANNIN AV	70552	3	20
Residential	3305 MA-MAR CT	68050	18	11
Residential	1008 SHELL AV	11602	12	9
Residential	2612 CESSNA DR	41978	12	9
Residential	2508 SEABOARD AV	37612	8	12
Residential	3537 W SHANDON AV	41130	12	5
Residential	3306 ROSEMONT DR	27856	24	26
Residential	3309 FANNIN AV	40740	12	6
Residential	1001 SINCLAIR AV	11570	42	22
Residential	2401 HUMBLE AV	77178	24	16
Residential	5503 HIGHLAND CT	33402	8	18
Residential	3316 CAMARIE AV	41068	17	9
Residential	1907 OAKLAWN DR	55392	10	8
Residential	3610 STANOLIND AV	84256	22	12
Residential	701 STOREY AV	19726	16	10
Residential	4209 FERNCLIFF AV	84886	43	25
Residential	3221 CIMMARON AV	41842	11	9
Residential	3206 SENTINEL DR	71608	6	13
Residential	705 N TYLER ST	24388	10	10
Residential	1204 SPARKS ST	70042	11	14
Residential	4319 FERNCLIFF AV	84858	13	9
Residential	3203 WHITTLE WAY	95296	4	10
Residential	4514 COMANCHE DR	16924	14	9
Residential	5017 PLEASANT DR	89550	21	15
Residential	4913 BROOKDALE DR	89398	8	11
Residential	2207 MARCIE LN	70748	9	10

Residential	2005 HARVARD AV	82064	9	11
Residential	3406 W GOLF COURSE RD	77796	24	2
Residential	5804 GRASSLAND BL	33666	14	11
Residential	3207 THOMAS AV	22218	10	7
Residential	2113 MARCIE CT	70764	19	23
Residential	3207 HILL AV	21808	12	7
Residential	1403 E NOBLES AV	17774	13	5
Residential	713 W CUTHBERT AV	19772	13	11
Residential	906 W CUTHBERT AV	18276	10	8
Residential	801 STOREY AV	38372	7	10
Residential	5805 GRASSLAND BL	33648	16	22
Residential	3000 MOSS AV	25962	17	11
Residential	3223 APPERSON DR	43550	13	5
Residential	3900 CRESTGATE AV	20906	13	11
Residential	4102 CRESTGATE AV	20930	21	8
Residential	4105 FAIRWOOD DR	51058	10	21
Residential	4105 BAYBROOK DR	51096	12	8
Residential	6002 YORKSHIRE DR	34124	10	11
Residential	2900 MOSS AV	25894	12	11
Residential	4503 PARKHURST DR	72230	12	10
Residential	4202 GLENEAGLES DR	55632	20	10
Residential	4508 FAIRBANKS DR	26940	16	20
Residential	2503 W DENGAR AV	29978	10	6
Residential	2406 CIMMARON AV	29552	12	10
Residential	16 SUFFOLK DR	68528	25	9
Residential	5488 CYPRESS CT	34834	25	17
Residential	13 SADDLE CLUB DR	68604	12	11
Residential	18 SADDLE CLUB DR	68534	35	10
Residential	4449 HACKBERRY CT	34668	32	19
Residential	1609 W DENGAR AV	19466	10	10
Residential	1004 W PINE AV	39026	10	9
Residential	2817 MARMON DR	43352	18	9
Residential	5018 MT VERNON CT	63970	11	9
Residential	1934 ENGLISH DR	81578	21	17
Residential	5512 SUNDANCE CT	33468	4	10
Residential	4413 HARLOWE DR	92878	15	13
Residential	4202 PLEASANT DR	63196	16	7
Residential	4102 PLEASANT DR	63078	16	11
Residential	4106 PLEASANT DR	63082	12	13
Residential	3503 COQUINA LN	129332	16	10
Residential	3511 COQUINA LN	129324	16	10
Residential	3406 HILL AV	59520	10	7
Residential	3913 AVONDALE DR	60790	16	101
Residential	3309 MARIANA AV	59400	15	7
Residential	4600 HILLTOP DR	118002	18	12
Residential	110 S EISENHOWER DR	92526	15	12
Residential	900 W MONTGOMERY AV	44824	21	8

Residential	501 DEVONIAN DR	61440	19	11
Residential	1208 MORAN ST	37740	10	9
Residential	505 WAVERLY DR	59964	14	9
Residential	3309 TANNER DR	60062	10	8
Residential	507 S BENTWOOD DR	16218	13	10
Residential	506 S BENTWOOD DR	16252	11	9
Residential	1212 MORAN ST	37742	12	7
Residential	5104 SHADYLANE DR	91708	16	11
Residential	4415 WILSHIRE DR	90928	10	8
Residential	704 RUBY DR	62352	12	10
Residential	1308 MCKENZIE ST	37832	10	9
Residential	3404 CUNNINGHAM DR	59670	9	11
Residential	507 SPRABERRY DR	61318	17	12
Residential	4716 WOODBAR CT	117054	23	15
Residential	3410 SYCAMORE AV	59568	11	8
Residential	4303 MERCEDES DR	62046	10	8
Residential	312 THORNRIDGE DR	91418	19	13
Residential	4302 PARKDALE DR	62158	11	10
Residential	3504 TRAVIS AV	59986	19	2
Residential	4519 MERCEDES DR	92814	6	11
Residential	1507 BELMONT ST	14540	11	11
Residential	4613 THOMASON DR	91066	12	4
Residential	4200 ANETTA DR	63256	14	19
Residential	4505 MONTY DR	92936	10	5
Residential	4601 LEISURE DR	91026	20	9
Residential	4616 THOMASON DR	92552	14	10
Residential	702 DEVONIAN DR	62150	12	12
Residential	324 ROCKYLANE DR	91592	11	9
Residential	5913 PRAIRIE RIDGE DR	114444	7	11
Residential	4709 LEISURE DR	91124	10	9
Residential	511 W HICKS AV	44840	15	14
Residential	1804 S MAIN ST	14726	11	6
Residential	1211 BURCHILL DR	17340	10	8
Residential	4604 GRACELAND DR	90734	10	5
Residential	900 HOWARD DR	62538	18	19
Residential	4715 WILSHIRE DR	16162	10	5
Residential	4908 BROWNWOOD DR	16318	10	2
Residential	2004 FRINGEWOOD DR	114712	16	10
Residential	2401 BOYD AV	77078	18	11
Residential	2403 BOYD AV	77080	12	4
Residential	2300 W GOLF COURSE RD	77076	13	8
Residential	1121 E CUTHBERT AV	31188	11	6
Residential	1800 HUGHES ST	88798	12	8
Residential	1102 N A ST	67996	13	12
Residential	2901 FREDNA PL	95940	17	16
Residential	4607 DEBBIE CV	95894	4	10
Residential	5507 STERLING CT	33422	10	16

Residential	5715 GREENRIDGE	32744	22	16
Residential	1405 E CALIFORNIA AV	57820	2	11
Residential	2009 COMMUNITY LN	82352	21	18
Residential	609 HOWARD DR	60956	13	11
Residential	5609 ASHWOOD CT	105002	23	10
Residential	5605 ASHWOOD CT	105000	16	4
Residential	5807 HIGHLAND BL	33732	17	19
Residential	602 BECKLEY DR	61426	11	24
Residential	3609 GULF AV	84096	10	9
Residential	5404 RIDGEMONT CT	33050	11	9
Residential	1008 W LOUISIANA AV	38320	23	19
Residential	5505 HEARTLAND CT	32984	14	14
Residential	1 RIDGMAR CT	68080	13	13
Residential	4715 CINDY PL	95660	9	11
Residential	2518 LOCKHEED DR	42664	12	2
Residential	911 BEDFORD DR	18294	13	8
Residential	1400 BEDFORD DR	13700	27	15
Residential	2003 PRINCETON AV	82114	10	2
Residential	901 COUNTRY CLUB DR	18246	11	8
Residential	203 W HAMBY AV	20216	11	5
Residential	3312 WRIGLEY	32530	9	16
Residential	3325 CIMMARON AV	40796	11	7
Residential	3236 WHITTLE WAY	95230	9	13
Residential	3308 STANOLIND AV	48018	10	11
Residential	306 E NOBLES AV	52368	13	10
Residential	3107 STANOLIND AV	47874	19	9
Residential	2600 BOEING DR	17602	5	24
Residential	1603 N WEATHERFORD ST	12062	18	16
Residential	2104 WARD ST	88614	12	4
Residential	811 W GOLF COURSE RD	18454	10	8
Residential	5605 CAMDEN	32590	21	22
Residential	2507 STANOLIND AV	88518	10	6
Residential	1701 N MARIENFELD ST	19922	11	8
Residential	1802 N I ST	94744	7	16
Residential	4716 W DENGAR AV	95692	15	17
Residential	3408 PARK LN	59618	5	10
Residential	205 SPRABERRY DR	61248	14	2
Residential	106 S DEWBERRY DR	92224	26	15
Residential	4520 ANETTA DR	89020	27	12
Residential	2507 IDLEWILDE DR	11418	11	15
Residential	2501 STANOLIND AV	88512	11	9
Residential	2500 STANOLIND AV	37660	19	15
Residential	4217 GREENBRIAR DR	84402	26	22
Residential	2014 HUMBLE AV	15002	11	14
Residential	2306 HUMBLE AV	94830	16	5
Residential	1402 S DALLAS ST	73714	10	8
Residential	4310 VERSAILLES DR	62234	20	19

Residential	118 E NOBLES AV	64736	14	12
Residential	3104 DELANO AV	22084	27	21
Residential	2405 GULF AV	94868	25	19
Residential	2507 GULF AV	88560	5	17
Residential	1705 MORGAN WAY	81458	11	6
Residential	4802 W WADLEY AV	27720	10	13
Residential	4615 CHERRYWOOD DR	15918	19	25
Residential	2812 W SHANDON AV	29774	1	11
Residential	4125 RADCLIFF CT	81134	10	11
Residential	409 S ADAMS ST	36386	11	10
Residential	2308 HOLLOWAY AV	18642	14	10
Residential	2402 NORTHTOWN CT	55066	7	10
Residential	5508 STERLING CT	33438	11	10
Residential	1005 MOGFORD ST	70204	12	7
Residential	1806 ENGLISH DR	81436	21	19
Residential	303 MAPLE AV	45542	15	1
Residential	1616 VENTURA AV	89818	12	7
Residential	2601 FANNIN AV	29666	12	11
Residential	304 E PINE AV	45796	14	13
Residential	2818 MAXWELL DR	88120	9	10
Residential	3617 HYDE PARK AV	84424	12	2
Residential	3233 CIMMARON AV	41854	33	13
Residential	4216 GREENBRIAR DR	84822	23	12
Residential	2002 GULF AV	83716	12	16
Residential	2204 STANOLIND AV	15046	19	10
Residential	602 W NOBLES AV	21532	9	10
Residential	1408 COMMUNITY LN	26286	39	25
Residential	1102 E CUTHBERT AV	31424	11	21
Residential	1605 N J ST	82426	20	11
Residential	2503 SINCLAIR AV	59054	17	4
Residential	707 W CUTHBERT AV	19766	10	2
Residential	5708 GREENRIDGE	32806	14	3
Residential	2611 CIMMARON AV	29326	11	8
Residential	3501 MARK LN	27264	13	12
Residential	1705 COMMUNITY LN	82326	10	8
Residential	2604 FANNIN AV	29286	10	4
Residential	2816 FRONTIER AV	79066	15	7
Residential	1208 GARDEN LN	24130	10	8
Residential	4416 HUMBLE AV	70330	3	12
Residential	5103 LAVACA AV	53776	10	7
Residential	2400 W WADLEY AV	83000	12	6
Residential	1600 W DENGAR AV	19518	12	9
Residential	2600 TERRACE AV	29640	22	14
Residential	3208 DURANT DR	43446	13	10
Residential	2503 W SHANDON AV	29926	14	16
Residential	3403 CHOATE PL	80706	25	24
Residential	3209 W WADLEY AV	41566	18	13

Residential	1807 N WEBSTER ST	81584	9	13
Residential	1805 MAPLE AV	66332	14	11
Residential	2800 MAXWELL DR	88138	10	6
Residential	1924 CRESCENT PL	20546	13	13
Residential	45 LAFAYETTE PL	98226	11	8
Residential	2813 METZ DR	88272	8	11
Residential	4503 PATMAN PL	53170	15	16
Residential	3202 RACQUET CLUB DR	31102	22	10
Residential	416 E OAK AV	98552	29	11
Residential	2501 CULPEPER DR	28296	16	19
Residential	204 E PECAN AV	45642	12	10
Residential	3200 RACQUET CLUB DR	31100	24	24
Residential	3302 DENTCREST DR	27190	19	19
Residential	1609 EDWARDS ST	12080	11	9
Residential	2508 AUBURN PL	31828	17	6
Residential	4305 VALLEY DR	71996	8	12
Residential	1104 E PECAN AV	68086	11	18
Residential	1407 W GOLF COURSE RD	90430	14	10
Residential	2307 FANNIN AV	29218	20	7
Residential	2517 SEABOARD AV	37638	18	16
Residential	2208 WARD ST	37668	13	16
Residential	411 MAPLE AV	45494	13	11
Residential	200 CLUB DR	68004	19	9
Residential	3813 GULF AV	85024	13	8
Residential	3700 CRESTMONT DR	27444	22	13
Residential	401 HICKORY AV	45340	17	7
Residential	5215 LAVACA AV	53804	9	11
Residential	4203 ST ANDREWS DR	55578	11	7
Residential	3709 GODFREY ST	80580	11	7
Residential	4206 ARROYO DR	72024	17	21
Residential	4513 FALCON PL	53108	7	11
Residential	414 E DORMARD AV	12596	12	6
Residential	1917 HUDSON AV	19198	15	9
Residential	1326 TERRA CT	69240	10	18
Residential	1500 WINFIELD RD	97962	11	3
Residential	4608 CHERRYWOOD DR	15908	13	7
Residential	4605 CHERRYWOOD DR	15924	28	24
Residential	4701 MIMOSA CT	15756	18	31
Residential	2816 PURPLE SAGE TR	82820	7	19
Residential	2909 SAND HILL CR	82756	12	1
Residential	3408 ROSEMONT DR	27824	8	11
Residential	315 HICKORY AV	45368	13	8
Residential	2204 SINCLAIR AV	14918	21	8
Residential	2103 WINFIELD RD	83700	16	11
Residential	1601 GULF AV	11832	18	11
Residential	4313 CRENSHAW DR	28920	13	14
Residential	3400 MEADOWRIDGE LN	80770	17	17

Residential	2404 AUBURN PL	31968	18	11
Residential	2509 METZ PL	31810	21	20
Residential	3701 OAKRIDGE CT	21134	10	9
Residential	1823 DUKES DR	64472	20	25
Residential	1831 DUKES DR	64466	43	22
Residential	4605 FLOYD CT	28452	13	12
Residential	1406 DAVENTRY PL	69172	4	11
Residential	1601 CASTLEFORD RD	64222	16	15
Residential	2101 WELLINGTON CT	64146	11	13
Residential	5004 CANDLE TREE CV	63888	20	15
Residential	4605 TATTENHAM CN	33938	21	11
Residential	3004 NORTHTOWN PL	25988	10	8
Residential	2500 METZ PL	31800	22	13
Residential	3804 ST ANDREWS CT	80504	27	17
Residential	4516 FAIRBANKS DR	26948	14	7
Residential	3407 MEADOWRIDGE LN	80800	20	17
Residential	2105 NORTHRUP DR	47978	6	10
Residential	1211 E ESTES AV	31318	12	6
Residential	3101 STANOLIND AV	47880	25	13
Residential	3109 STANOLIND AV	47872	26	23
Residential	802 HARVARD AV	18384	27	25
Residential	934 N FT WORTH ST	25242	11	9
Residential	401 N MARSHALL ST	56232	12	8
Residential	1007 W TENNESSEE AV	38148	11	8
Residential	3419 W LOUISIANA AV	23338	27	22
Residential	4311 W DENGAR AV	84792	22	25
Residential	1406 S DALLAS ST	73718	13	8
Residential	5712 GREENRIDGE	32808	14	12
Residential	3304 STANOLIND AV	48014	9	10
Residential	2205 SHELL AV	14900	6	21
Residential	1115 N COLORADO ST	38498	11	7
Residential	914 PRINCETON AV	18416	52	18
Residential	1123 N CARRIZO ST	99802	9	24
Residential	3204 SINCLAIR AV	47706	7	13
Residential	5601 HIGHLAND BL	33312	18	16
Residential	4732 W DENGAR AV	95708	7	12
Residential	5000 RAINBOW RD	11370	16	12
Residential	5510 ASHWOOD CT	105030	14	7
Residential	1416 SPARKS ST	69580	16	14
Residential	11 BRISTOL CT	47602	27	18
Residential	2606 RAINBOW CR	11372	17	10
Residential	1802 WARD ST	40606	14	6
Residential	2306 ABBEY PL	96218	11	11
Residential	5621 HATHAWAY CT	33274	14	6
Residential	4601 TAMMY CV	95882	13	10
Residential	906 HARVARD AV	18368	24	8
Residential	5309 ANETTA DR	116324	20	11

Residential	2300 BOYD AV	77138	15	3
Residential	305 E ESTES AV	52420	12	8
Residential	3616 W MICHIGAN AV	57450	5	10
Residential	2510 STANOLIND AV	37650	17	12
Residential	3622 IMPERIAL AV	84464	21	5
Residential	4305 GREENBRIAR DR	84652	11	4
Residential	3804 FAIRGREEN CT	26928	18	15
Residential	1706 CIMMARON DR	19450	11	8
Residential	4007 GLENEAGLES CT	55666	30	19
Residential	2507 W DENGAR AV	29982	12	10
Residential	3804 MARK LN	27004	17	8
Residential	4016 LIVINGSTON ST	53616	8	12
Residential	3201 BOYD AV	47664	8	18
Residential	2209 CIMMARON DR	19396	17	12
Residential	3701 GODFREY ST	80588	13	12
Residential	2501 W SHANDON AV	29924	28	22
Residential	3 MARINOR CT	29822	16	15
Residential	3807 FAIRHAVEN CT	27076	9	12
Residential	4014 TRINITY CT	81082	12	9
Residential	3708 GULF AV	84180	14	10
Residential	2708 WHITTLE WAY	95576	9	11
Residential	3005 WHITTLE WAY	95484	12	10
Residential	5504 STERLING CT	33434	7	11
Residential	4301 W DENGAR AV	84782	12	11
Residential	1704 CHERRY LN	24500	31	12
Residential	1607 BUTTERNUT LN	81828	13	12
Residential	314 MAGNOLIA AV	45396	11	7
Residential	2408 BOYD AV	77112	13	8
Residential	1511 GARDEN LN	24532	7	10
Residential	1901 HUNTINGTON ST	44798	10	5
Residential	403 E CUTHBERT AV	52468	27	18
Residential	4801 ELMA DR	95426	10	10
Residential	3323 MAXWELL DR	64800	11	3
Residential	2509 COUNTRY CLUB DR	42460	14	6
Residential	2101 WYDEWOOD DR	96372	11	9
Residential	1803 COUNTRY CLUB DR	81946	10	7
Residential	4501 RUIDOSO CT	70588	3	13
Residential	4416 W DENGAR AV	70466	10	8
Residential	3203 MARIANA AV	22076	18	11
Residential	3313 THOMAS AV	59372	10	2
Residential	605 W BROADWAY	32270	15	14
Residential	2806 FRONTIER AV	79076	10	4
Residential	4622 MERCEDES DR	92596	14	2
Residential	2607 NORTHRUP DR	77756	9	10
Residential	5001 KING RICHARDS ROW	34252	18	16
Residential	310 S I ST	87708	18	5
Residential	3910 TANFORAN CT	51246	25	3

Residential	10 METZ CT	31788	12	5
Residential	3905 DOUGLAS AV	78184	6	12
Residential	2614 MAXWELL DR	31648	11	10
Residential	3804 BEDFORD AV	78238	10	10
Residential	6 METZ CT	31780	7	13
Residential	4 METZ CT	31776	18	12
Residential	2510 MAXWELL DR	31666	11	9
Residential	3900 BEDFORD AV	78242	14	10
Residential	1101 MCDONALD ST	78002	11	9
Residential	1313 GODFREY ST	78424	11	11
Residential	1004 MCDONALD ST	78342	12	8
Residential	108 W CUTHBERT AV	4624	10	8
Residential	4207 ROOSEVELT DR	61878	12	5
Residential	942 N WEATHERFORD ST	121342	1	11
Residential	2413 ARBOR CR	103224	15	13
Residential	3900 WILLINGHAM DR	78328	19	18
Residential	3805 BEDFORD AV	78260	9	10
Residential	2500 BLUEBIRD LN	414	35	15
Residential	5613 CARMEL CT	126120	8	13
Residential	5216 GREEN TREE BL	35176	10	7
Residential	4606 LAURA DR	14144	14	13
Residential	3123 ROOSEVELT AV	21892	11	9
Residential	104 HOLLY DR	60162	20	16
Residential	5617 GRASSLAND BL	33230	16	19
Residential	706 SANDELWOOD DR	23070	18	10
Residential	4312 CEDAR SPRING DR	62062	5	10
Residential	1509 S FT WORTH ST	73900	13	6
Residential	4400B THOMASON DR	100328	21	33
Residential	1902 W TENNESSEE AV	38794	13	6
Residential	5508 RIDGEMONT	33212	4	22
Residential	2012 HEREFORD BL	32872	13	12
Residential	2001 CENTERVIEW	32780	17	12
Residential	1806 S LORAIN ST	104444	11	5
Residential	2000 LINDORA WAY	96310	15	18
Residential	4318 W CUTHBERT AV	13306	10	10
Residential	3215 DELANO AV	22012	12	10
Residential	1215 S WEATHERFORD ST	73422	11	7
Residential	1204 S LORAIN ST	14236	11	6
Residential	2200 REGAL PL	96242	13	19
Residential	5600 RIDGEMONT	33216	25	36
Residential	3611 W MICHIGAN AV	57538	5	11
Residential	1810 W WASHINGTON AV	87876	11	10
Residential	4632 RIC DR	93332	14	19
Residential	2410 COLLEGE AV	18728	9	10
Residential	3202 ROOSEVELT AV	21978	9	18
Residential	4723 STOREY AV	91980	17	7
Residential	4823 RIC DR	93700	10	14

Residential	4205 ROOSEVELT DR	124766	13	3
Residential	1404 FISHER ST	71252	16	13
Residential	411 S M ST	103740	19	11
Residential	1700 S K ST	71358	21	10
Residential	1816 RANGER ST	123472	10	6
Residential	1602 W KENTUCKY AV	86848	6	10
Residential	5115 BELAIRE DR	93826	13	11
Residential	3713 MONTY DR	60426	10	9
Residential	2501 W KENTUCKY AV	101932	12	12
Residential	3221 HILL AV	21794	14	10
Residential	122 N DEWBERRY DR	92460	22	16
Residential	117 N GLENWOOD DR	100290	10	9
Residential	4713 SHADYLANE DR	92112	10	2
Residential	601 SPRABERRY DR	61320	14	6
Residential	4805 STOREY AV	91940	11	9
Residential	4410 LEDDY DR	93144	13	12
Residential	2412 STUTZ PL	31888	23	20
Residential	721 SPRABERRY DR	62382	14	10
Residential	602 RAYMOND RD	61224	15	15
Residential	4400 MONTY DR	93028	11	8
Residential	200 N DEWBERRY DR	92396	11	3
Residential	4705 SHADYLANE DR	92120	25	19
Residential	7912 GLASGOW DR	59124	33	19
Residential	2403 W WASHINGTON AV	19080	0	17
Residential	103 WAVERLY DR	60118	10	8
Residential	1705 GARDEN LN	115334	9	10
Residential	3815 ROOSEVELT DR	60388	14	11
Residential	5916 HOMESTEAD BL	118646	10	5
Residential	4412 MONTY DR	93016	11	10
Residential	5203 SUNNYSIDE DR	93730	11	4
Residential	502 BECKLEY DR	61436	10	9
Residential	1404 S FT WORTH ST	73736	11	6
Residential	1500 S LORAIN ST	14500	16	5
Residential	1405 BELMONT ST	14408	13	11
Residential	4807 RUSTIC TR	35586	9	11
Residential	6803 ISLAND CR	35538	24	26
Residential	604 SOLOMON LN	68440	14	11
Residential	5499 BEECHWOOD CT	35072	27	14
Residential	4208 FAIRWOOD PL	110406	13	13
Residential	2817 MAXWELL DR	43420	19	5
Residential	405 W PECAN AV	43050	13	11
Residential	3222 APPERSON DR	43502	11	16
Residential	307 E WADLEY AV	78796	15	13
Residential	2812 NORTHTOWN PL	25736	14	14
Residential	306 E SPRUCE AV	45962	10	7
Residential	308 E PINE AV	45800	1	14
Residential	4904 BRAZOS AV	53366	5	13

Residential	2402 CULPEPER DR	28262	11	6
Residential	1115 E OAK AV	68110	20	16
Residential	3605 MEADOWRIDGE LN	81008	12	5
Residential	100 W DENGAR AV	98532	10	7
Residential	2824 STUTZ DR	88174	16	10
Residential	5002 THAMES CT	64594	11	11
Residential	5006 POLO PARKWAY	64574	15	21
Residential	5003 CHAPEL HILL DR	63536	10	7
Residential	2302 BOYD AV	77136	14	8
Residential	1611 N K ST	82444	9	11
Residential	4901 OAKWOOD CT	35262	12	3
Residential	4903 OAKWOOD CT	35260	13	9
Residential	4603 TEAKWOOD TRCE	34916	13	8
Residential	4802 TEAKWOOD TRCE	34540	18	10
Residential	5209 TEAKWOOD TRCE	35042	10	6
Residential	5904 YORKSHIRE DR	34134	10	11
Residential	2808 HAYNES DR	88396	14	14
Residential	2810 HAYNES DR	88394	10	7
Residential	2400 AUBURN PL	101588	10	5
Residential	4316 ARROYO DR	71974	11	21
Residential	4310 ARROYO DR	71980	10	10
Residential	106 W PECAN AV	45852	13	9
Residential	3602 WOODHAVEN CT	81062	10	6
Residential	1908 WARD ST	44788	27	23
Residential	2500 SINCLAIR AV	44780	11	12
Residential	13 LAKES DR	68668	21	13
Residential	21 HIALEAH DR	68562	11	13
Residential	7 HIALEAH DR	68576	11	8
Residential	4 LAKES DR	68650	28	13
Residential	12 SADDLE CLUB DR	68498	16	26
Residential	4444 DOGWOOD CT	34944	4	15
Residential	3523 IMPERIAL AV	41202	19	13
Residential	3208 REO DR	43710	11	9
Residential	5333 RIDGEFIELD CT	35782	10	6
Residential	4816 RUSTIC TR	35636	13	20
Residential	4400 VERDE GLEN CT	35924	27	16
Residential	4505 BENT TREE TR	35896	23	31
Residential	4001 BAYBROOK DR	51108	12	9
Residential	4009 BAYBROOK DR	51104	20	15
Residential	2505 KESWICK RD	63656	11	8
Residential	4931 RUSTIC TR	35456	18	19
Residential	4001 FAIRWOOD DR	51068	17	14
Residential	5 HAWTHORNE DR	68616	57	25
Residential	5007 TEAKWOOD TRCE	35066	17	18
Residential	3927 TANFORAN CT	51232	22	42
Residential	2310 CASTLEFORD RD	63758	13	11
Residential	4901 FIELDS PL	63854	12	3

Residential	119 BAYBERRY PARKWAY	50966	11	9
Residential	4483 HACKBERRY CT	34634	9	10
Residential	2810 DURANT DR	43322	16	11
Residential	3806 ST ANDREWS CT	80502	17	16
Residential	1608 W PINE AV	89758	49	10
Residential	1606 VENTURA AV	89828	11	5
Residential	5506 RIO GRANDE AV	113070	9	13
Residential	4507 CROCKETT AV	11158	3	12
Residential	808 ELK AV	18434	34	23
Residential	1711 CASTLEFORD RD	64210	12	12
Residential	2100 BRADFORD CT	64646	13	14
Residential	608 W ESTES AV	21482	10	4
Residential	3601 OAKRIDGE DR	21056	13	12
Residential	6932 SUNRISE CT	35718	8	12
Residential	4210 DOWNING AV	72806	10	17
Residential	405 W SPRUCE AV	117394	12	7
Residential	5001 PIMLICO DR	33916	20	11
Residential	1417 W PINE AV	38888	11	1
Residential	3700 EDMONT DR	27464	19	21
Residential	810 GULF AV	52760	24	15
Residential	3512 CAMARIE AV	41164	15	3
Residential	2302 BELLECHASSE CT	63746	15	9
Residential	5003 MT VERNON CT	63954	19	15
Residential	5217 QUICKSAND DR	115506	1	10
Residential	1204 E HAMBY AV	16398	16	5
Residential	2101 WESTERN DR	55220	10	9
Residential	1306 E HAMBY AV	31602	10	6
Residential	4913 RUSTIC TR	35472	10	10
Residential	4617 BREEZEWAY CT	35952	14	11
Residential	4621 BREEZEWAY CT	35954	16	14
Residential	5004 SHERWOOD DR	34448	41	12
Residential	3914 FAIRWOOD CT	51222	37	10
Residential	3926 FAIRWOOD CT	51226	19	23
Residential	2404 KESWICK RD	63606	11	15
Residential	4512 SPENCE DR	53078	14	16
Residential	1401 LYNN AV	81286	13	9
Residential	3331 CIMMARON AV	40790	19	17
Residential	2909 AURORA LN	84640	10	9
Residential	3400 CHOATE PL	80702	17	9
Residential	2401 WYDEWOOD DR	96190	8	11
Residential	3002 DOUGLAS DR	71684	8	11
Residential	1116 E COWDEN AV	31198	13	2
Residential	3300 MA-MAR CT	68036	18	15
Residential	1913 HUGHES ST	88768	10	8
Residential	1409 E PARKER AV	17700	7	13
Residential	2004 GULF AV	83718	25	32
Residential	1007 N TERRELL ST	39886	10	6

Residential	1006 WHITAKER ST	26062	12	8
Residential	1204 PRINCETON AV	13748	10	7
Residential	1703 MABERRY ST	40642	12	9
Residential	704 N LEE ST	24396	10	10
Residential	3501 IMPERIAL AV	41224	17	9
Residential	1709 EDWARDS ST	12104	10	7
Residential	1403 HARVARD AV	13690	20	18
Residential	1602 NEELY AV	89644	10	6
Residential	3504 IMPERIAL AV	41230	10	9
Residential	1301 N PECOS ST	21502	5	13
Residential	1207 S WEATHERFORD ST	73430	20	17
Residential	4104 DYER CR	72470	28	17
Residential	2410 MAXWELL DR	31944	12	15
Residential	3400 W KANSAS AV	80410	10	8
Residential	4312 COUNTRY CLUB DR	13368	8	12
Residential	311 S GLENWOOD DR	91198	10	7
Residential	4611 ERIE DR	90756	10	7
Residential	2506 ELIZABETH AV	30892	9	10
Residential	4704 CROCKETT AV	13860	11	9
Residential	1219 S WEATHERFORD ST	73418	20	7
Residential	4701 W CUTHBERT AV	14136	16	9
Residential	603 BROOKS DR	61120	13	9
Residential	4616 ANETTA DR	88964	11	7
Residential	1211 W KENTUCKY AV	87092	36	17
Residential	4716 LAURA DR	14092	23	4
Residential	4703 BOWIE DR	13912	12	10
Residential	511 S MINEOLA ST	75066	14	11
Residential	4003 CEDAR SPRING DR	61340	11	10
Residential	4506 MONTY DR	92760	71	17
Residential	4727 COUNTRY CLUB DR	85236	11	11
Residential	3818 ROOSEVELT DR	60370	6	13
Residential	801 S WEATHERFORD ST	75880	10	5
Residential	601 S WEATHERFORD ST	75412	11	8
Residential	4609 ANETTA DR	88900	11	6
Residential	3001 RACQUET CLUB DR	31120	20	19
Residential	5027 PLEASANT DR	89540	15	11
Residential	1710 W MISSOURI AV	87478	31	19
Residential	3413 W LOUISIANA AV	23332	7	10
Residential	2611 MARIANA AV	58840	13	13
Residential	509 BECKLEY DR	61408	7	12
Residential	3224 FRANKLIN AV	21580	12	12
Residential	4319 MERCEDES DR	62030	15	4
Residential	806 DEVONIAN DR	63118	12	10
Residential	4317 VERSAILLES DR	63094	22	18
Residential	114 N GLENWOOD DR	92254	10	7
Residential	4000 ANETTA DR	63060	19	7
Residential	1909 HOLLOWAY AV	87734	35	22

Residential	1610 W KENTUCKY AV	86842	10	5
Residential	4715 RIC DR	93470	16	10
Residential	207 ACKLEN DR	60348	10	8
Residential	1209 BURCHILL DR	17314	14	8
Residential	4200 FAIRWOOD PL	110416	28	23
Residential	3304 LIMESTONE LN	120812	18	13
Residential	3704 AMELIA DR	62746	11	3
Residential	1009 WAVERLY DR	62770	11	10
Residential	5005 BRIARPATH DR	111610	15	4
Residential	7912 DUNBLANE DR	59204	6	12
Residential	8000 EDINBURGH DR	59162	11	10
Residential	5201 QUICKSAND DR	119452	11	9
Residential	4620 HILLTOP DR	117720	40	19
Residential	4902 ANETTA DR	114844	10	7
Residential	701 N DALLAS ST	40212	11	17
Residential	4515 PLEASANT DR	89118	9	10
Residential	4404 BROOKDALE DR	89076	19	7
Residential	4300 NICKLAUS ST	28722	16	14
Residential	1104 MANOR ST	78386	10	9
Residential	4820 RANGEWOOD CT	111592	10	9
Residential	4824 RANGEWOOD CT	111574	18	16
Residential	5004 GATEWAY CT	129966	36	21
Residential	4224 BAYBROOK PL	110404	26	20
Residential	5214 GREEN TREE BL	35178	13	10
Residential	2500 BELLECHASSE CT	63682	7	13
Residential	4516 HILLTOP DR	15874	25	25
Residential	4522 HILLTOP DR	15878	16	13
Residential	4507 HILLTOP DR	15888	12	7
Residential	1901 JACOTTE CR	81526	15	7
Residential	2113 DEEANNA LN	111614	16	14
Residential	5003 LAVACA CT	53500	12	12
Residential	4906 RIO GRANDE DR	53546	10	8
Residential	1704 NORMANDY LN	64566	8	14
Residential	3516 CAMARIE AV	41168	23	6
Residential	3525 IMPERIAL AV	41200	11	9
Residential	1300 DAVENTRY PL	69188	13	10
Residential	5013 BELLE GROVE CT	63522	12	2
Residential	5010 MONTICELLO CT	63550	13	10
Residential	2019 COLEMAN CT	30846	16	13
Residential	5013 WHITMAN DR	63976	21	13
Residential	4703 E CHERRYWOOD CT	16020	25	19
Residential	4308 CRESTWOOD AV	20670	10	8
Residential	1312 CHESTNUT AV	17648	10	8
Residential	1405 COMMUNITY LN	26294	20	16
Residential	1409 LANHAM ST	52720	13	11
Residential	4013 CARDINAL LN	21434	19	21
Residential	4104 BAYBROOK DR	100062	5	14

Residential	4900 HILLSBORO CT	99418	11	12
Residential	812 CANONERO	68772	16	14
Residential	4411 CRENSHAW DR	28900	136	10
Residential	1608 W MICHIGAN AV	32264	30	13
Residential	2205 HEREFORD BL	33474	21	17
Residential	2209 COUNTRY CLUB DR	81988	9	14
Residential	3107 MARIANA AV	22122	17	11
Residential	403 EDGEWOOD DR	93410	12	8
Residential	1306 S COLORADO ST	14326	13	9
Residential	4814 W ILLINOIS AV	91960	11	9
Residential	3306 CUNNINGHAM DR	59680	10	9
Residential	3202 FRANKLIN AV	21602	15	11
Residential	2802 PRINCETON AV	48292	9	10
Residential	710 N DALLAS ST	40218	11	9
Residential	512 W KANSAS AV	25630	18	13
Residential	5607 HILLCREST	33156	4	12
Residential	3209 SENTINEL DR	71720	20	16
Residential	2003 WYDEWOOD DR	96370	11	12
Residential	5504 HILLCREST	33174	16	13
Residential	5500 HILLCREST	33172	34	23
Residential	5729 RIDGEMONT PL	33516	10	16
Residential	1700 W KANSAS AV	32346	19	13
Residential	1509 MCDONALD ST	78038	12	31
Residential	2109 WINDDRIFT	32844	18	11
Residential	3200 BAUMANN AV	13068	14	7
Residential	5709 GREENRIDGE	32748	10	6
Residential	1308 W MISSOURI AV	102096	15	6
Residential	1604 COLLEGE AV	86832	12	6
Residential	4303 PRINCETON AV	13444	10	0
Residential	4313 SENTINEL AV	13588	10	10
Residential	3611 W KANSAS AV	57332	9	10
Residential	3209 W OHIO AV	79218	4	12
Residential	3412 W MICHIGAN AV	23348	14	9
Residential	2611 COUNTRY CLUB DR	42540	20	21
Residential	2510 W CUTHBERT AV	42526	17	14
Residential	1500 MANOR CT	78054	13	12
Residential	5301 MATHIS ST	127596	11	13
Residential	220 E CIRCLE DR	122680	10	8
Residential	3005 N PECOS ST	12668	16	8
Residential	3001 N PECOS ST	12672	3	12
Residential	811 N LORAIN ST	26040	12	7
Residential	1303 LAWSON AV	90452	14	9
Residential	1301 LAWSON AV	90450	12	7
Residential	3301 TRINITY MEADOWS DR	80774	13	4
Residential	1402 COMMUNITY LN	26280	18	11
Residential	1707 HARRISON ST	74188	11	9
Residential	1706 S JEFFERSON ST	74302	10	7

Residential	1705 S MINEOLA ST	74378	11	7
Residential	1706 S MARSHALL ST	74346	13	15
Residential	2104 WOODLAWN DR	55358	18	12
Residential	205 EDGEWOOD DR	92068	35	20
Residential	703 N LINCOLN ST	55714	17	15
Residential	1310 S TERRELL ST	73482	13	10
Residential	1009 S MINEOLA ST	73304	15	10
Residential	1001 S MARSHALL ST	73292	10	8
Residential	907 W DAKOTA AV	49356	15	7
Residential	600 W NEW JERSEY AV	49364	12	10
Residential	4513 FAIRBANKS DR	26868	5	11
Residential	3501 MEADOWRIDGE LN	80794	20	15
Residential	3400 TRINITY MEADOWS DR	80806	21	11
Residential	6403 SEQUOIA DR	35004	15	13
Residential	6202 ORIOLE CT	35226	13	12
Residential	708 DORAL CT	68454	21	9
Residential	3608 MEADOWRIDGE LN	80976	11	8
Residential	4011 DUNKIRK ST	72818	10	8
Residential	108 W PINE AV	45882	11	8
Residential	5316 SCOTTSBORO LN	35728	24	7
Residential	104 WINDRIDGE CR	107588	13	8
Residential	2503 CASTLEFORD RD	63796	17	11
Residential	2403 KESWICK RD	63632	9	11
Residential	3902 WESTMINISTER DR	72322	10	4
Residential	4406 LENNOX DR	72300	21	11
Residential	5 CHATHAM CT	28088	10	9
Residential	2804 MARMON DR	43374	14	9
Residential	2815 MAXWELL DR	43422	14	12
Residential	3209 STUTZ DR	43598	22	19
Residential	1915 MORGAN WAY	81608	11	8
Residential	2608 CAMARIE AV	29728	6	16
Residential	47 LAFAYETTE PL	98166	15	11
Residential	3319 FANNIN AV	40730	11	8
Residential	1105 N CARRIZO ST	21552	13	16
Residential	6109 PRAIRIE RIDGE DR	119518	18	16
Residential	3529 HYDE PARK AV	41272	23	19
Residential	3331 FANNIN AV	40718	10	7
Residential	1300 E COWDEN AV	23878	14	6
Residential	1209 TEJAS	79266	18	7
Residential	6308 CHICKASAW	79310	12	9
Residential	5101 CONCHO DR	53304	13	12
Residential	2200 GULF AV	15026	12	11
Residential	2402 STANOLIND AV	94960	12	9
Residential	2401 SEABOARD AV	94984	127	10
Residential	1606 N D ST	32100	30	21
Residential	2505 HUMBLE AV	44704	17	10
Residential	2745 RACQUET CLUB DR	65306	18	8

Residential	3330 MAXWELL DR	64900	11	14
Residential	5612 HEARTLAND AV	33146	11	12
Residential	3401 CANEMONT DR	27222	15	17
Residential	2410 GULF AV	94884	40	25
Residential	2707 N L ST	89812	12	4
Residential	1300 E GOLF COURSE RD	31452	16	12
Residential	1217 E ESTES AV	31324	10	7
Residential	2507 HUMBLE AV	44706	16	7
Residential	2208 SINCLAIR AV	14914	4	14
Residential	707 ALPINE ST	23120	20	11
Residential	2308 SEABOARD AV	16688	17	6
Residential	5704 HEARTLAND AV	33150	23	23
Residential	2001 COUNTRY CLUB DR	81974	14	3
Residential	2208 COUNTRY CLUB DR	82030	14	16
Residential	1007 MOGFORD ST	70206	10	10
Residential	5407 HEARTLAND CT	32990	10	8
Residential	4604 ANDREWS HWY	83226	15	7
Residential	3706 EDMONT DR	27458	15	10
Residential	1608 W PECAN AV	89710	16	12
Residential	1503 W PECAN AV	89682	11	4
Residential	1610 W PECAN AV	89712	11	6
Residential	1614 W PECAN AV	89716	10	8
Residential	4421 FAIRGATE DR	104742	7	17
Residential	3608 DENTCREST DR	27106	14	4
Residential	3207 HIGHSKY DR	84576	13	9
Residential	1609 GULF AV	11824	20	15
Residential	602 S TILDEN ST	36702	15	14
Residential	900 HARVARD AV	18374	30	23
Residential	2509 SHELL AV	44748	28	14
Residential	5810 SUNDANCE PL	33790	5	16
Residential	705 W SPRUCE AV	80036	10	8
Residential	1900 SPARKS ST	33816	18	13
Residential	2825 GODDARD PL	25750	11	8
Residential	4506 PATMAN PL	53180	9	10
Residential	713 DORAL CT	68460	12	14
Residential	3503 TRINITY MEADOWS DR	80838	25	22
Residential	4200 DOWNING AV	72846	13	6
Residential	4201 ARROYO DR	72054	12	7
Residential	2807 MARMON DR	43362	30	25
Residential	1320 E JAX AV	31472	14	10
Residential	1710 N DALLAS ST	11924	10	5
Residential	1113 E JAX AV	16380	16	11
Residential	2824 FANNIN AV	79116	11	7
Residential	3409 WHITTLE WAY	27756	8	15
Residential	6807 ISLAND CR	35534	28	24
Residential	4941 RUSTIC TR	35446	21	30
Residential	5005 LOS ALAMITOS DR	69012	17	16

Residential	5114 ASHDOWN PL	68820	10	14
Residential	1610 STANOLIND AV	11866	25	27
Residential	2810 FANNIN AV	79130	18	9
Residential	5512 CYPRESS CT	34858	16	16
Residential	4703 TEAKWOOD TRCE	34908	19	19
Residential	4800 OAKWOOD CT	35218	21	27
Residential	4511 TEAKWOOD TRCE	34922	13	13
Residential	4601 TEAKWOOD TRCE	34918	12	9
Residential	5204 TEAKWOOD TRCE	34800	19	18
Residential	2213 SOUTHHAMPTON LN	64112	16	3
Residential	1337 TERRA CT	69254	11	6
Residential	1315 TERRA CT	69276	15	8
Residential	4108 EDGEBROOK DR	51074	17	11
Residential	4508 BENT TREE TR	35972	14	13
Residential	6502 SEQUOIA DR	34748	20	9
Residential	5011 GREEN TREE BL	35150	16	12
Residential	101 BLACKBERRY CT	50954	12	5
Residential	5103 GREEN TREE BL	35144	18	16
Residential	1307 CASTLEFORD RD	69160	11	11
Residential	2208 BRADFORD CT	64658	12	12
Residential	4608 ISLAND DR	35386	24	7
Residential	1207 HARVARD AV	13676	17	9
Residential	2206 STANOLIND AV	15044	26	14
Residential	5509 NEWCASTLE DR	64090	10	7
Residential	2305 CHRETIEN PL	63616	7	12
Residential	4502 WESTMINISTER DR	72176	16	10
Residential	422 E OAK AV	45528	20	15
Residential	5003 SAN ANTONIO AV	53524	18	17
Residential	4309 ST ANDREWS DR	55600	15	12
Residential	2307 W SHANDON AV	29482	26	20
Residential	2505 CAMARIE AV	29874	17	10
Residential	4502 BREEZEWAY CT	35884	20	13
Residential	4421 VERDE GLEN CT	100876	12	2
Residential	4425 VERDE GLEN CT	35910	12	14
Residential	2102 NEELY AV	25426	24	14
Residential	2814 FRONTIER AV	79068	15	7
Residential	3404 OAKMONT DR	27618	18	10
Residential	4105 RADCLIFF CT	81146	11	4
Residential	5108 SHERWOOD DR	34420	17	12
Residential	6203 SEQUOIA DR	35024	14	10
Residential	6008 MEADOWVIEW LN	48630	16	15
Residential	5300 CARRINGTON CT	35302	11	12
Residential	2505 MAXWELL DR	28112	11	10
Residential	311 FIESTA AV	78894	14	7
Residential	4715 TIMBER LN	21034	4	11
Residential	4504 LENNOX DR	72208	14	7
Residential	401 E PINE AV	45994	10	8

Residential	4301 CRESTWOOD AV	20630	11	9
Residential	4808 W CHERRYWOOD CT	15974	14	15
Residential	2761 RACQUET CLUB DR	65318	20	14
Residential	3611 JORDAN AV	84500	11	7
Residential	2411 STANOLIND AV	94890	3	10
Residential	4208 GREENBRIAR DR	84816	14	11
Residential	904 BEDFORD DR	18342	19	7
Residential	2816 ROOSEVELT AV	58646	11	9
Residential	1612 CIMMARON DR	19472	11	11
Residential	4102 COMPTON DR	72440	11	29
Residential	3801 FAIRCIRCLE	26970	10	8
Residential	1912 CRESCENT PL	20558	11	4
Residential	2304 CULPEPER DR	28216	19	17
Residential	107 E SPRUCE AV	46068	10	6
Residential	3103 DENTCREST DR	96792	10	10
Residential	2011 KEITH ST	19976	31	23
Residential	2804 FANNIN AV	79136	10	5
Residential	3323 CAMARIE AV	41028	7	11
Residential	113 W SHANDON AV	12398	12	23
Residential	1707 E PECAN AV	66124	15	7
Residential	3100 DELANO AV	22080	13	10
Residential	5612 SAN SABA AV	122392	9	16
Residential	3108 HUMBLE AV	47812	21	15
Residential	3100 SHELL AV	47748	19	19
Residential	3101 GULF AV	47836	21	12
Residential	3201 PALO VERDE GLEN	119178	24	28
Residential	4236 TIMBERGLEN PL	119824	17	19
Residential	4902 HILLTOP DR	119032	8	12
Residential	5401 LA JOLLA CV	114262	12	11
Residential	5105 MATHIS ST	123330	18	20
Residential	4208 TANFORAN AV	118164	27	12
Residential	4221 TANFORAN AV	120680	22	45
Residential	4509 ANDREWS HWY	39422	32	20
Residential	5001 APPLE CREEK RD	121878	10	4
Residential	5005 APPLE CREEK RD	125060	17	2
Residential	3807 STOREY AV	23618	8	10
Residential	5206 MATHIS ST	124340	12	14
Residential	5102 OAK VALLEY DR	123162	23	25
Residential	5005 WOODHOLLOW DR	119078	10	7
Residential	1414 E TEXAS AV	24710	13	0
Residential	1608 E TEXAS AV	24826	0	12
Residential	5017 MIRA VISTA CR	49866	11	22
Residential	1211 W MONTGOMERY AV	52268	10	9
Residential	809 N WEATHERFORD ST	40098	10	9
Residential	710 N MAIN ST	40166	3	14
Residential	1111 TELLURIDE CT	122362	12	10
Residential	1608 W TEXAS AV	87324	10	10

Residential	5805 STONECREST	32824	30	11
Residential	5607 GREENRIDGE	32760	16	8
Residential	3311 BAUMANN AV	23242	13	7
Residential	4609 PASADENA DR	89262	11	8
Residential	1206 W KENTUCKY AV	86924	7	16
Residential	711 S LORAIN ST	75624	11	5
Residential	4514 LEDDY DR	92644	12	10
Residential	4406 PLEASANT DR	89316	10	7
Residential	4608 PASADENA DR	89368	17	14
Residential	511 S LINCOLN ST	36428	13	6
Residential	2201 HOLLOWAY AV	18672	20	15
Residential	3105 MARIANA AV	22124	11	9
Residential	4616 CROCKETT AV	13942	12	11
Residential	2102 W MISSOURI AV	87546	25	21
Residential	213 S CARVER ST	51908	15	11
Residential	4203 CRESTGATE AV	20678	14	7
Residential	4504 MEREDITH PL	53200	9	10
Residential	4013 GODFREY ST	72574	4	11
Residential	1609 MAPLE AV	65892	8	10
Residential	4313 TREVINO ST	28740	11	6
Residential	3804 WEDGWOOD CT	80520	8	14
Residential	2803 MAXWELL DR	43434	7	11
Residential	5514 NEWCASTLE DR	64076	14	6
Residential	3602 CARDINAL LN	470	9	13
Residential	2404 FAIRVIEW LN	63636	8	11
Residential	5011 MONTICELLO CT	63568	22	21
Residential	1312 BRIGHTON PL	69304	13	14
Residential	1803 CASTLEFORD RD	64340	11	13
Residential	2705 CALDERA DR	82888	18	22
Residential	2205 STRATFORD CT	64136	14	14
Residential	5504 KINGSTON DR	64098	20	13
Residential	6311 DRIFTWOOD DR	34700	18	8
Residential	4703 BISHOPS CASTLE DR	64236	22	22
Residential	4706 KNIGHTS PL	64308	18	15
Residential	4604 MEADOWWOOD CT	48398	10	3
Residential	705 MEADOWPARK DR	48518	12	7
Residential	1200 CASTLEFORD RD	69054	17	8
Residential	2017 COLEMAN CT	30844	12	8
Residential	1201 CASTLEFORD RD	68942	19	7
Residential	2014 COLEMAN CT	30862	23	16
Residential	5107 BRIGHTON PL	68912	14	9
Residential	4601 MEADOWWOOD CT	48404	12	4
Residential	1300 BRIGHTON PL	69292	12	10
Residential	2812 EXETER AV	11064	7	10
Residential	3613 SINCLAIR AV	83878	13	8
Residential	2808 DELANO AV	58708	11	6
Residential	5407 DREXEL CT	32962	18	16

Residential	1011 MOGFORD ST	70210	18	6
Residential	4615 CROCKETT AV	13802	10	7
Residential	1100 N A ST	67994	20	13
Residential	1601 W KANSAS AV	100020	17	18
Residential	5809 STONECREST	32822	22	19
Residential	1902 W MICHIGAN AV	38686	15	7
Residential	2504 W CUTHBERT AV	42464	27	21
Residential	1602 ALCOVE CT	78098	7	15
Residential	2300 WYDEWOOD DR	96070	25	18
Residential	4601 GULF AV	70810	11	11
Residential	2302 WYDEWOOD DR	96068	14	9
Residential	701 N CLAY ST	55882	12	11
Residential	4802 SUNSHINE PARKWAY	96116	8	11
Residential	5600 HILLCREST	33180	7	14
Residential	5408 HILLCREST CT	33030	22	19
Residential	3407 W MICHIGAN AV	23458	13	13
Residential	928 N BAIRD ST	16892	10	8
Residential	5719 HILLCREST PL	33484	11	7
Residential	1800 W CUTHBERT AV	81936	16	12
Residential	2513 HARVARD AV	58000	20	70
Residential	5701 DEVLIN PL	33582	14	10
Residential	2412 IDLEWILDE DR	11350	7	12
Residential	1404 HARVARD AV	13712	13	10
Residential	1010 N TERRELL ST	39872	8	12
Residential	1700 PRINCETON AV	82222	24	18
Residential	1507 PRINCETON AV	82186	22	8
Residential	1200 COUNTRY CLUB DR	54724	27	21
Residential	4017A W ILLINOIS AV	100632	11	10
Residential	3112 MARIANA AV	22142	3	11
Residential	1402 MABERRY ST	48244	11	6
Residential	5609 HATHAWAY CT	33268	10	15
Residential	1106 WALNUT LN	24184	11	13
Residential	1109 W FLORIDA AV	49292	10	8
Residential	1501 NEELY AV	89640	19	7
Residential	2804 CIMMARON AV	79022	9	11
Residential	1913 N MAIN ST	52592	22	45
Residential	1504 SEABOARD AV	79198	12	5
Residential	1610 N WEATHERFORD ST	12100	11	9
Residential	2002 HUMBLE AV	83684	25	15
Residential	946 N BAIRD ST	16864	14	12
Residential	307 E GOLF COURSE RD	45110	11	9
Residential	303 E GOLF COURSE RD	45114	16	11
Residential	800 STANOLIND AV	22924	3	12
Residential	2604 CIMMARON AV	30010	14	14
Residential	3220 CAMARIE AV	41582	10	7
Residential	2505 FANNIN AV	29690	15	10
Residential	3105 DELANO AV	21970	10	9

Residential	2301 FANNIN AV	29224	10	8
Residential	2503 FRONTIER AV	29278	21	6
Residential	3220 W SHANDON AV	41654	13	9
Residential	3313 CANEMONT DR	27206	13	7
Residential	4537 SHADY OAK CT	34580	12	4
Residential	4555 SHADY OAK CT	34562	15	4
Residential	6205 DRIFTWOOD DR	34684	37	22
Residential	4000 SPRINGFIELD CT	81242	10	8
Residential	704 W PINE AV	80086	25	23
Residential	6 LINDA CT	29852	18	14
Residential	1501 BUTTERNUT LN	81812	14	3
Residential	53 LAFAYETTE PL	98178	14	9
Residential	2902 N I ST	19488	10	4
Residential	4005 CRESTWOOD AV	20754	22	11
Residential	2301 MAXWELL DR	28166	13	13
Residential	4524 LANHAM ST	11116	10	9
Residential	4201 CRESTRIDGE DR	20876	16	7
Residential	4303 ARROYO DR	72078	25	19
Residential	4419 WOOD DR	34466	8	11
Residential	4406 PARKHURST DR	72282	14	7
Residential	1407 PRINCETON AV	13708	40	20
Residential	5511 ASHWOOD CT	105036	16	13
Residential	728 AUGUSTA DR	68394	26	21
Residential	28 SUFFOLK DR	68532	23	24
Residential	4500 TEAKWOOD TRCE	34676	20	13
Residential	5418 BASSWOOD CR	34766	25	32
Residential	4452 DOGWOOD CT	34936	18	9
Residential	3303 TRINITY MEADOWS DR	80776	14	12
Residential	4007 NORWOOD ST	72850	7	11
Residential	5102 BRIGHTON PL	68902	13	6
Residential	412 E SPRUCE AV	46008	13	13
Residential	1921 NASH AV	19254	12	10
Residential	4810 CHERRYWOOD CT	107340	18	20
Residential	2813 AUBURN DR	88212	24	20
Residential	5500 CYPRESS CT	34846	11	12
Residential	5001 CASTLEFORD RD	69022	12	14
Residential	2901 NORTHTOWN PL	25856	10	7
Residential	4405 STILLMEADOW DR	72316	15	14
Residential	4403 WESTMINISTER DR	72328	29	18
Residential	4501 PARKHURST DR	72228	14	6
Residential	2917 NORTHTOWN PL	25840	10	8
Residential	2216 CIMMARON DR	19430	14	8
Residential	5015 POLO PARKWAY	64486	21	6
Residential	4906 LOS ALAMITOS DR	69124	13	10
Residential	1800 KENSINGTON LN	64502	35	12
Residential	724 SHELL AV	53006	7	12
Residential	904 CITATION	68724	17	20

Residential	4009 CRESTRIDGE DR	20886	10	4
Residential	4700 RICHMOND CT	64332	13	12
Residential	5402 SAN SABA CT	113024	12	9
Residential	3514 SEABOARD AV	18092	12	7
Residential	2 TATTENHAM CN	548	3	12
Residential	3708 CASSADY CT	80574	14	13
Residential	27 SUFFOLK DR	68578	24	23
Residential	4440 DOGWOOD CT	34948	15	15
Residential	3327 PROVIDENCE DR	64844	10	5
Residential	4727 BOWIE DR	13888	16	6
Residential	3203 W KANSAS AV	97686	10	7
Residential	5805 GREENRIDGE	32738	10	20
Residential	1200 W INDIANA AV	86656	19	12
Residential	1000 W WASHINGTON AV	87056	16	0
Residential	1313 W TENNESSEE AV	88478	15	10
Residential	1210 W OHIO AV	57944	16	9
Residential	4317 DOUGLAS AV	13538	8	10
Residential	700 MOGFORD ST	90028	12	6
Residential	502 S JACKSON ST	52104	12	3
Residential	3103 W KANSAS AV	30242	17	17
Residential	2104 W MISSOURI AV	87544	8	10
Residential	1903 W OHIO AV	38844	10	5
Residential	214 S L ST	87578	26	11
Residential	2816 FANNIN AV	79124	18	8
Residential	3504 PINEMONT DR	27794	11	13
Residential	3502 CLAREMONT DR	27234	6	15
Residential	2600 WYDEWOOD DR	95928	8	10
Residential	2211 BOYD AV	14842	17	14
Residential	3511 HYDE PARK AV	41290	17	16
Residential	2605 NORTHRUP DR	77758	12	8
Residential	2601 CULVER DR	77734	14	6
Residential	2310 GULF AV	94912	15	14
Residential	2003 STANOLIND AV	83726	27	18
Residential	1219 CHESTNUT AV	16506	11	9
Residential	2602 HUGHES ST	77686	13	104
Residential	505 GEORGE AV	99494	10	12
Residential	2409 NEELY AV	16726	10	2
Residential	3533 IMPERIAL AV	41192	11	7
Residential	4207 THORNBERRY DR	84994	27	12
Residential	3605 BOYD AV	83796	12	11
Residential	5507 RIDGEMONT	33200	23	23
Residential	2003 OAKLAWN DR	55372	18	22
Residential	1611 STANOLIND AV	11846	36	24
Residential	2010 SHELL AV	83642	12	10
Residential	509 S MINEOLA ST	75068	14	11
Residential	1908 W INDIANA AV	87574	20	10
Residential	1306 E COWDEN AV	23872	10	11

Residential	3306 WRIGLEY	32536	17	7
Residential	3401 DOUGLAS AV	44296	13	14
Residential	509 N MINEOLA ST	56058	18	13
Residential	5808 CRANSTON PL	33716	17	17
Residential	604 STOREY AV	25540	21	18
Residential	3410 BOYD AV	77828	14	4
Residential	1404 COUNTRY CLUB DR	54718	25	14
Residential	5716 RIDGEMONT PL	33524	30	13
Residential	116 N GLENWOOD DR	92256	10	6
Residential	4800 SHADYLANE DR	91890	9	11
Residential	2207 STANOLIND AV	15010	6	12
Residential	1903 N H ST	79150	12	6
Residential	1401 MURRAY ST	48300	16	4
Residential	1113 SPARKS ST	70076	12	13
Residential	5720 RIDGEMONT PL	33522	8	10
Residential	4915 KEENLAND DR	34052	11	12
Residential	2827 STUTZ DR	88166	14	16
Residential	4018 ANGELINA DR	102794	16	15
Residential	1808 KENSINGTON LN	64510	10	11
Residential	3604 OAKRIDGE DR	21198	18	16
Residential	5427 BASSWOOD CR	35096	12	9
Residential	6001 MEADOWVIEW LN	34070	10	11
Residential	2404 HAYNES DR	54934	12	12
Residential	2823 NORTHTOWN PL	25742	10	4
Residential	3003 MEADOWBROOK DR	26022	10	6
Residential	1615 ENGLISH DR	81334	10	8
Residential	1500 W PECAN AV	89742	17	16
Residential	1607 W PINE AV	89734	17	6
Residential	6200 ORIOLE CT	35224	12	10
Residential	19 SUFFOLK DR	68586	9	10
Residential	4451 HACKBERRY CT	34666	14	8
Residential	5311 BRAZOS CT	54036	11	13
Residential	3105 HAYNES DR	43680	14	14
Residential	4005 LEHIGH DR	72452	14	12
Residential	5104 LAVACA AV	53834	10	10
Residential	1402 WHITAKER ST	38634	11	1
Residential	713 PINEHURST DR	68416	17	16
Residential	1800 BELMONT ST	14700	19	6
Residential	5200 LEISURE DR	91554	15	9
Residential	715 BECKLEY DR	62332	31	20
Residential	3705 COQUINA LN	129652	14	1
Residential	3505 COQUINA LN	129330	16	10
Residential	3515 COQUINA LN	129320	16	10
Residential	4312 LEDDY DR	61804	10	22
Residential	4706 W ILLINOIS AV	92010	10	7
Residential	3701 COQUINA LN	129316	18	22
Residential	4900 THOMASON DR	91782	11	4

Residential	1300 S LORAIN ST	14302	20	14
Residential	1520 S ATLANTA ST	74106	16	13
Residential	4616 HILLTOP DR	115464	12	3
Residential	302 S DEWBERRY DR	91220	20	14
Residential	4509 PLEASANT DR	89124	41	23
Residential	4511 PLEASANT DR	89122	11	4
Residential	5207 LEISURE DR	91310	15	12
Residential	4310 TANNER DR	61976	9	10
Residential	4302 BROOKDALE DR	63266	15	11
Residential	4611 LEISURE DR	91036	18	3
Residential	1606 S BAIRD ST	74444	11	7
Residential	1405 MCKENZIE ST	37906	21	18
Residential	4712 WOODBAR CT	116284	30	12
Residential	3409 TANNER DR	60050	7	13
Residential	3703 COQUINA LN	129650	14	7
Residential	504 DEVONIAN DR	62106	13	13
Residential	3112 CALLAWAY DR	110126	7	15
Residential	3609 AMELIA DR	62836	15	14
Residential	1100 CANYON DR	62370	10	8
Residential	3410 PARK LN	59616	12	5
Residential	313 TANGLEWOOD DR	91386	16	3
Residential	4410 PARKDALE DR	90922	9	10
Residential	4623 ERIE DR	117026	12	6
Residential	5500 LA JOLLA CV	115078	10	9
Residential	1208 CENTURY DR	17232	15	9
Residential	4606 CHEROKEE DR	17038	3	12
Residential	4408 ERIE DR	90670	10	7
Residential	1702 BELMONT ST	14682	11	8
Residential	513 W HICKS AV	44842	11	6
Residential	509 PARKWOOD DR	16264	0	10
Residential	4002 PLEASANT DR	63064	10	9
Residential	2905 SENTINEL DR	71662	28	21
Residential	2506 CONCORD AV	40564	10	11
Residential	1802 MABERRY ST	40654	18	5
Residential	1611 HODGES ST	82550	13	10
Residential	5804 STERLING PL	33772	41	15
Residential	1802 CULVER DR	88722	11	7
Residential	3200 SINCLAIR AV	47702	31	25
Residential	310 W CUTHBERT AV	38484	46	11
Residential	3810 STANOLIND AV	31036	19	13
Residential	1403 E CALIFORNIA AV	57822	5	13
Residential	1600 WALNUT LN	24302	12	10
Residential	1715 BATES ST	83160	20	3
Residential	4400 WILSHIRE DR	90944	26	11
Residential	5601 ASHWOOD CT	104998	11	7
Residential	811 BROOKS DR	62476	11	10
Residential	1101 MOGFORD ST	70140	13	13

Residential	5810 HIGHLAND BL	109882	23	23
Residential	5505 GRASSLAND BL	33244	5	10
Residential	1010 W CUTHBERT AV	18260	17	12
Residential	1706 MABERRY ST	97420	30	20
Residential	712 W NOBLES AV	67934	12	55
Residential	5506 HIGHLAND CT	33412	19	20
Residential	2607 WHITTLE WAY	95506	16	16
Residential	514 HOLMSLEY AV	25608	11	7
Residential	1713 DOUGLAS AV	82236	10	7
Residential	901 N TERRELL ST	40010	13	12
Residential	1002 N LORAIN ST	66944	10	8
Residential	4426 STANOLIND AV	70430	7	17
Residential	3204 PRINCETON AV	71748	11	7
Residential	1201 BEDFORD DR	54726	17	11
Residential	1612 HARVARD AV	82196	16	9
Residential	2502 SHELL AV	44736	14	7
Residential	1809 N GARFIELD ST	33836	19	17
Residential	1805 N H ST	94758	17	28
Residential	3301 TERRACE AV	40676	15	3
Residential	3335 CIMMARON AV	40786	9	12
Residential	1115 E PARKER AV	16556	12	11
Residential	2604 CULVER DR	77714	14	8
Residential	3806 CIMMARON AV	84700	2	15
Residential	2510 HUMBLE AV	88584	16	8
Residential	3802 CIMMARON AV	84704	23	10
Residential	4309 GREENBRIAR DR	84656	10	6
Residential	1002 W GOLF COURSE RD	11554	7	10
Residential	2008 SHELL AV	83640	9	12
Residential	4309 W DENGAR AV	84790	20	10
Residential	5600 FENWAY	32544	16	17
Residential	1207 E NOBLES AV	90140	14	13
Residential	108 HOWARD DR	61036	13	13
Residential	4400 TANNER DR	92912	11	6
Residential	5025 JOY DR	89592	17	15
Residential	1906 N L ST	83672	35	18
Residential	1404 E NOBLES AV	17798	12	8
Residential	1611 HUMBLE AV	11796	14	15
Residential	4 LIVE OAK DR	11682	26	18
Residential	3618 W SHANDON AV	84370	14	5
Residential	2310 HUMBLE AV	94834	11	6
Residential	1408 S MAIN ST	14442	22	19
Residential	4702 LAURA DR	14078	17	13
Residential	408 N FT WORTH ST	56184	19	3
Residential	2005 SINCLAIR AV	83608	21	11
Residential	1400 N LORAIN ST	38660	10	7
Residential	4320 COUNTRY CLUB DR	13360	11	17
Residential	1801 W WASHINGTON AV	88002	10	5

Residential	1306 LAWSON AV	90442	10	6
Residential	2501 SHELL AV	44740	17	9
Residential	3006 FREDNA PL	95816	10	9
Residential	4512 W DENGAR AV	70480	10	18
Residential	1201 W MICHIGAN AV	57956	12	5
Residential	3110 ELMA DR	95400	10	7
Residential	1800 N I ST	94742	22	20
Residential	3800 SUNCREST AV	84678	19	16
Residential	3503 CLAREMONT DR	27124	7	11
Residential	3625 HYDE PARK AV	84418	102	10
Residential	806 ELK AV	18436	19	18
Residential	1104 E COWDEN AV	31210	10	9
Residential	5601 RIDGEMONT	33194	16	17
Residential	5701 CROWLEY BL	32882	15	13
Residential	3601 APOLLO CT	21082	10	7
Residential	4811 TIMBER LN	21046	10	8
Residential	1606 CIMMARON DR	19478	13	17
Residential	2309 CAMARIE AV	29456	18	5
Residential	3700 TRINITY DR	80546	24	9
Residential	3806 CRESTGATE AV	20794	15	13
Residential	3905 CRESTRIDGE DR	20900	19	3
Residential	4412 ROSEWOOD DR	15832	5	11
Residential	2802 EXETER AV	11074	11	11
Residential	4009 CRESTWOOD AV	20750	30	22
Residential	2603 NOEL AV	15534	10	3
Residential	416 MAGNOLIA AV	45358	10	8
Residential	1705 N DALLAS ST	11946	10	7
Residential	3615 HYDE PARK AV	84428	14	7
Residential	408 W COWDEN AV	20380	19	11
Residential	1007 AINSLEE ST	70242	12	3
Residential	2508 W WADLEY AV	65230	11	6
Residential	3211 DURANT DR	43472	11	5
Residential	2605 CAMARIE AV	29888	10	5
Residential	410 HICKORY AV	45304	11	8
Residential	1000 GULF AV	52792	13	9
Residential	2206 WESTERN DR	55270	9	10
Residential	3610 APOLLO CT	21070	10	8
Residential	1120 E PECAN AV	68102	11	0
Residential	3506 EDGEMONT DR	27506	11	10
Residential	2408 SEABOARD AV	16716	28	21
Residential	2509 NEELY AV	37590	20	13
Residential	2501 SINCLAIR AV	59056	12	7
Residential	1604 BEDFORD DR	65714	18	17
Residential	4601 BOWIE DR	13934	10	8
Residential	3619 W LOUISIANA AV	57442	18	23
Residential	314 HICKORY AV	45286	12	9
Residential	1101 E JAX AV	16392	15	19

Residential	7 BELFIELD CT	43244	9	11
Residential	401 W PECAN AV	43046	12	0
Residential	2411 CAMARIE AV	29430	7	17
Residential	3203 DURANT DR	43464	17	10
Residential	1939 ENGLISH DR	81662	10	10
Residential	1922 ENGLISH DR	81566	10	4
Residential	2000 N C ST	52768	15	9
Residential	5506 HATHAWAY CT	33360	14	5
Residential	3210 W GOLF COURSE RD	47640	12	7
Residential	5706 DEVLIN PL	33590	12	11
Residential	418 MAGNOLIA AV	45360	10	6
Residential	506 GEORGE AV	99490	25	20
Residential	2500 W DENGAR AV	29974	18	21
Residential	1804 N WEBSTER ST	81678	11	10
Residential	2506 DARTMOUTH DR	28182	13	8
Residential	105 E PINE AV	45914	10	6
Residential	3300 WOODHAVEN DR	80936	15	35
Residential	1823 MAGNOLIA AV	66362	16	11
Residential	2802 AUBURN DR	88256	15	15
Residential	2818 AUBURN DR	88240	12	22
Residential	3206 N I ST	19540	12	8
Residential	6 GREENWICH DR	31112	23	35
Residential	3501 TRINITY MEADOWS DR	80840	11	9
Residential	2824 METZ DR	88318	12	10
Residential	1600 E PINE AV	65762	9	10
Residential	4306 ARROYO DR	71984	10	12
Residential	404 E DORMARD AV	12606	11	6
Residential	1211 MAGNOLIA AV	22656	10	8
Residential	2803 CIMMARON AV	79030	0	10
Residential	806 N LORAIN ST	66898	14	13
Residential	412 W PINE AV	115710	4	13
Residential	4308 RUSSELL CT	55470	15	12
Residential	3107 MA-MAR AV	47858	8	11
Residential	114 RIDGLEA DR	67904	17	9
Residential	1706 NORTHRUP DR	88846	19	17
Residential	3528 HUMBLE AV	11700	12	5
Residential	1805 MCDONALD ST	83848	17	23
Residential	2211 HARVARD AV	82082	12	10
Residential	3201 MARMON DR	43460	21	9
Residential	2609 CIMMARON AV	29328	20	22
Residential	3300 PROVIDENCE DR	65022	17	21
Residential	2605 W CUTHBERT AV	42378	11	5
Residential	3301 WARD ST	43210	10	9
Residential	4204 SKYLINE DR	71890	11	6
Residential	2800 DURANT DR	43312	16	7
Residential	4703 RICHMOND CT	64328	22	26
Residential	3904 ARROYO DR	81014	17	2

Residential	4301 READING AV	72762	19	11
Residential	4202 DOWNING AV	72844	11	15
Residential	4211 RUSSELL DR	55502	11	8
Residential	4624 ROSEWOOD DR	15928	13	15
Residential	2907 SAND HILL CR	82758	8	12
Residential	4904 VISTA WEST PARKWAY	82834	15	11
Residential	3313 EDMONT DR	27562	9	10
Residential	2401 NEELY AV	16734	25	18
Residential	3402 PINEMONT DR	27802	12	8
Residential	3512 NORTHFIELD DR	80878	13	18
Residential	312 E PECAN AV	45676	5	13
Residential	2412 APPERSON DR	83022	17	12
Residential	5310 LAVACA AV	54014	1	16
Residential	5208 CANADIAN AV	53938	10	9
Residential	2814 DURANT DR	43326	9	13
Residential	1606 N C ST	18466	21	18
Residential	1607 N L ST	82468	14	17
Residential	2511 SEABOARD AV	37632	26	14
Residential	4317 CRENSHAW DR	28916	18	17
Residential	3209 REO DR	43658	15	15
Residential	4905 WHITMAN DR	82876	10	8
Residential	4812 BISHOPS CASTLE DR	64180	11	14
Residential	1309 DAVENTRY PL	69198	18	11
Residential	2105 WELLINGTON CT	64148	23	22
Residential	2501 TAMARIND DR	63910	32	12
Residential	3307 CARDINAL LN	482	13	12
Residential	3805 CRESTRIDGE DR	20784	22	8
Residential	3908 CRESTRIDGE DR	20840	10	11
Residential	4407 CHERRYWOOD DR	15838	17	11
Residential	4415 CHERRYWOOD DR	15834	7	25
Residential	3513 STANOLIND AV	18204	11	7
Residential	1610 N N ST	82508	13	19
Residential	2405 HAYNES DR	32028	11	6
Residential	4403 STILLMEADOW DR	72314	11	11
Residential	106 W DORMARD AV	12378	11	8
Residential	106 W SHANDON AV	12428	24	5
Residential	104 E SHANDON AV	12292	13	6
Residential	3103 AUBURN DR	43628	13	6
Residential	2101 HUNTINGTON ST	88620	14	13
Residential	3302 STANOLIND AV	48012	11	8
Residential	3103 STANOLIND AV	47878	19	10
Residential	2501 HUMBLE AV	44700	21	8
Residential	910 HARVARD AV	18364	2	12
Residential	1405 DOUGLAS AV	13758	17	10
Residential	1501 DOUGLAS AV	82270	30	22
Residential	1604 SPARKS ST	69586	16	7
Residential	1706 WARD ST	40602	14	10

Residential	4 RIDGMAR CT	68058	11	7
Residential	110 E NOBLES AV	64744	10	8
Residential	106 E NOBLES AV	64748	7	14
Residential	3026 FREDNA PL	95826	10	11
Residential	4507 W DENGAR AV	70498	10	16
Residential	1207 COMMUNITY LN	26306	17	24
Residential	1407 HARVARD AV	13694	22	9
Residential	5802 CRANSTON PL	104984	11	8
Residential	1001 COLLEGE AV	86954	20	17
Residential	1705 N H ST	23750	11	10
Residential	1404 PRINCETON AV	13764	25	18
Residential	1801 HUGHES ST	88726	10	5
Residential	5518 ASHWOOD CT	105026	20	12
Residential	2000 DOUGLAS AV	82332	12	3
Residential	2517 W GOLF COURSE RD	42660	22	1
Residential	1800 CULVER DR	88724	16	11
Residential	5001 RAINBOW RD	11394	15	15
Residential	2516 LOCKHEED DR	42666	18	20
Residential	3505 HUMBLE AV	15104	14	7
Residential	2701 DORA PL	95594	8	11
Residential	1107 N TERRELL ST	39808	21	25
Residential	509 STOREY AV	25598	10	12
Residential	5620 ASHWOOD CT	105010	18	23
Residential	1610 HARVARD AV	82194	19	10
Residential	2600 SENTINEL DR	48234	15	12
Residential	1708 DOUGLAS AV	82308	15	135
Residential	3401 HUMBLE AV	77900	10	8
Residential	5617 HATHAWAY CT	33272	5	10
Residential	814 N LORAIN ST	66906	14	7
Residential	5401 GRASSLAND BL	33064	8	12
Residential	500 S ADAMS ST	52124	13	11
Residential	314 S L ST	87606	21	7
Residential	3800 GULF AV	31052	11	8
Residential	1116 AINSLEE ST	70110	11	8
Residential	1604 WINFIELD RD	11784	27	18
Residential	2101 WINFIELD RD	83698	47	23
Residential	3332 CIMMARON AV	40854	10	8
Residential	3804 TRINITY DR	80536	43	11
Residential	2802 LOCKHEED DR	48182	25	14
Residential	3601 MEADOWRIDGE LN	81004	4	12
Residential	5618 HATHAWAY CT	33280	19	20
Residential	2517 LOCKHEED DR	42682	15	9
Residential	2600 W SHANDON AV	29908	11	4
Residential	2759 RACQUET CLUB DR	65316	13	39
Residential	3709 DENTCREST DR	27434	17	19
Residential	4120 FOX HOLLOW CT	81160	16	31
Residential	1203 HARVARD AV	13672	15	11

Residential	1502 HARVARD AV	82170	11	5
Residential	945 N FT WORTH ST	102164	17	9
Residential	944 N DALLAS ST	39792	10	9
Residential	4209 MERRILL DR	55528	11	9
Residential	2308 W GOLF COURSE RD	77068	11	10
Residential	1803 MABERRY ST	40636	13	12
Residential	5500 RIO GRANDE AV	113064	10	9
Residential	2703 N L ST	89808	12	3
Residential	3213 BOYD AV	47652	15	1
Residential	1002 N TERRELL ST	39864	15	14
Residential	3101 DOUGLAS DR	71754	12	3
Residential	2512 HUMBLE AV	88582	26	23
Residential	2007 W GOLF COURSE RD	82486	12	9
Residential	1800 ENGLISH DR	81442	11	9
Residential	1911 N MAIN ST	52594	22	64
Residential	2203 WESTERN DR	55292	10	5
Residential	2701 SAVOY PLACE	123182	12	12
Residential	1700 BEDFORD DR	65736	10	9
Residential	1711 BEDFORD DR	81926	37	18
Residential	1200 LYNN AV	47402	8	11
Residential	209 W ESTES AV	12226	16	1
Residential	1105 MCDONALD ST	77998	10	3
Residential	1402 PUEBLO	79434	7	13
Residential	3902 BEDFORD AV	78244	17	10
Residential	2609 HAYNES DR	31744	3	13
Residential	1 METZ CT	31770	28	21
Residential	1315 GODFREY ST	78426	11	8
Residential	1111 GODFREY ST	78536	10	8
Residential	112 W CUTHBERT AV	12216	14	8
Residential	4302 LEDDY DR	61794	8	11
Residential	13 STUTZ CT	31702	28	11
Residential	3 AUBURN CT	31712	12	16
Residential	5702 RIO GRANDE AV	128180	24	21
Residential	6312 HAYWOOD DR	126660	22	20
Residential	2005 BRENTWOOD DR	122824	10	3
Residential	5610 CARMEL CT	126162	13	10
Residential	5521 LOS PATIOS DR	126996	10	6
Residential	5304 GREEN TREE BL	35170	11	11
Residential	3121 W OHIO AV	52496	10	7
Residential	5728 GRASSLAND BL	33566	18	19
Residential	2306 PRINCETON AV	23780	15	6
Residential	1808 W TEXAS AV	87362	10	8
Residential	3512 THOMAS AV	59312	10	6
Residential	4522 ROOSEVELT DR	92720	10	9
Residential	1605 S COLORADO ST	14634	10	8
Residential	1301 MCKENZIE ST	37842	11	7
Residential	503 N MADISON ST	51362	10	6

Residential	604 N TYLER ST	24454	25	24
Residential	2412 WYDEWOOD DR	96052	11	6
Residential	1004 W KANSAS AV	38358	10	8
Residential	1505 W CUTHBERT AV	32366	18	12
Residential	3001 W MICHIGAN AV	30792	2	10
Residential	1904 HEREFORD BL	32716	24	24
Residential	709 ALPINE ST	23118	12	9
Residential	3817 W KANSAS AV	57292	12	8
Residential	1212 S WEATHERFORD ST	73366	10	9
Residential	4408 MONTY DR	93020	16	12
Residential	5208 SUNNYSIDE DR	93880	28	19
Residential	3103 W MICHIGAN AV	30322	28	10
Residential	4011B W ILLINOIS AV	100640	11	12
Residential	4601 WILSHIRE DR	90870	11	7
Residential	3006 SENTINEL DR	71638	12	5
Residential	3706 W MICHIGAN AV	57490	9	11
Residential	2907 DELANO AV	58688	10	9
Residential	2011 BRUNSON AV	87668	15	13
Residential	310 WOODCREST DR	93402	14	10
Residential	1400 S FT WORTH ST	73732	10	9
Residential	4428 HARLOWE DR	92958	24	20
Residential	1103 WAVERLY DR	62764	10	10
Residential	2707 DELANO AV	58622	8	11
Residential	4416 THOMASON DR	92796	13	12
Residential	4713 CROCKETT AV	13850	17	10
Residential	4721 CROCKETT AV	13838	10	6
Residential	123 N GLENWOOD DR	92072	33	21
Residential	103 S DEWBERRY DR	92512	14	12
Residential	900 WAVERLY DR	62672	10	8
Residential	4507 PARKDALE DR	90722	17	9
Residential	4619 WILSHIRE DR	90852	12	15
Residential	3108 FRANKLIN AV	21658	14	11
Residential	113 N EISENHOWER DR	92472	12	11
Residential	4400 LEDDY DR	93154	11	10
Residential	4714 W ILLINOIS AV	92018	17	14
Residential	2308 COLLEGE AV	18706	16	12
Residential	3301 MARIANA AV	59392	11	8
Residential	3102 ROOSEVELT AV	21924	10	10
Residential	1309 S LORAIN ST	14292	12	11
Residential	1202 MORAN ST	49598	12	7
Residential	121 N DEWBERRY DR	92274	11	9
Residential	4209 MONTY DR	61612	6	14
Residential	3305 PARK LN	59644	14	12
Residential	511 HOWARD DR	60966	15	10
Residential	1206 S WEATHERFORD ST	73360	13	13
Residential	4407 PASADENA DR	89322	10	7
Residential	4620 PLEASANT DR	89242	10	15

Residential	4613 WOODHOLLOW DR	111666	6	18
Residential	4617 WOODHOLLOW DR	111668	22	22
Residential	4709 WOODHOLLOW DR	111674	12	14
Residential	400 N BENTWOOD DR	93548	10	9
Residential	4206 HARLOWE DR	61628	10	11
Residential	4409 ROOSEVELT DR	92996	10	9
Residential	4802 SHADYLANE DR	91892	11	8
Residential	4721 SHADYLANE DR	92104	7	13
Residential	122 N GLENWOOD DR	92262	16	4
Residential	4400 PLEASANT DR	89310	10	6
Residential	3209 DELANO AV	22018	0	21
Residential	4616 STOREY AV	93306	11	9
Residential	6000 HOMESTEAD BL	117392	23	16
Residential	204 E WOLCOTT AV	15342	13	11
Residential	3609 CUNNINGHAM DR	59956	10	12
Residential	505 BECKLEY DR	61404	9	11
Residential	127 THORNRIDGE DR	91790	9	10
Residential	120 S DEWBERRY DR	92238	13	11
Residential	4510 MERCEDES DR	92954	10	7
Residential	112 S BENTWOOD DR	91848	12	10
Residential	4500 BREEZEWAY CT	35882	11	10
Residential	5308 CARRINGTON CT	35306	25	20
Residential	725 PINEHURST DR	68422	13	6
Residential	729 PINEHURST DR	68424	12	10
Residential	700 SOLOMON LN	68436	10	9
Residential	3920 TANFORAN CT	51250	18	28
Residential	2411 CULPEPER DR	28290	26	10
Residential	3309 WARD ST	43202	11	4
Residential	1311 TERRA CT	69280	26	17
Residential	4602 CRENSHAW DR	28416	12	9
Residential	5 WINCHESTER	28308	18	4
Residential	3506 TRINITY MEADOWS DR	80824	30	25
Residential	2 BENTLEY CT	43672	11	2
Residential	1604 MAPLE AV	65906	26	23
Residential	2509 MAXWELL DR	28116	10	5
Residential	4838 RUSTIC TR	35370	7	14
Residential	5005 BLUEBIRD BRANCH CT	64024	12	10
Residential	2405 SINCLAIR AV	77106	10	7
Residential	3905 FAIRWOOD CT	51212	9	10
Residential	2800 ANDOVER AV	11046	11	4
Residential	2306 CULPEPER DR	28218	22	8
Residential	4319 VALLEY DR	72010	10	4
Residential	1608 HICKORY AV	66014	13	12
Residential	3 LAKES DR	68648	17	7
Residential	2612 FANNIN AV	29294	10	5
Residential	3205 FRONTIER AV	41900	8	11
Residential	705 DORAL CT	68464	14	6

Residential	2415 MAXWELL DR	28138	13	7
Residential	1121 E PECAN AV	77474	25	14
Residential	415 E PINE AV	45980	13	6
Residential	1906 COLEMAN CT	30854	15	13
Residential	6809 ISLAND CR	35532	17	11
Residential	5704 GRASSLAND BL	33554	10	3
Residential	5300 SHADY BEND CT	35764	7	17
Residential	5301 SHADY BEND CT	35738	11	7
Residential	4408 TREVINO ST	28512	14	18
Residential	2911 ARROWHEAD TR	82730	12	12
Residential	6829 ISLAND CR	35512	25	25
Residential	6700 WEST WIND CT	35984	16	5
Residential	5001 SHERWOOD DR	34348	11	8
Residential	5210 SHERWOOD DR	34398	17	15
Residential	6010 LITTLE JOHN LN	34290	20	22
Residential	5112 TEAKWOOD TRCE	34806	17	16
Residential	5200 TEAKWOOD TRCE	34804	10	9
Residential	5451 JUNIPER CT	35026	13	15
Residential	4530 LANHAM ST	11120	19	18
Residential	3319 HAYNES AV	71878	11	13
Residential	2804 CALLAWAY DR	33740	2	10
Residential	6405 DRIFTWOOD DR	34706	22	14
Residential	6402 DRIFTWOOD DR	34974	14	12
Residential	1617 MAGNOLIA AV	65934	10	8
Residential	2815 METZ DR	88274	10	11
Residential	3410 WOODHAVEN DR	80916	21	9
Residential	3206 WHITNEY DR	29798	24	11
Residential	3702 TRINITY DR	80544	4	15
Residential	2401 GULF AV	94872	18	1
Residential	725 N CLAY ST	55858	12	10
Residential	4205 DAWN CR	71894	11	11
Residential	2408 MAXWELL DR	31942	14	8
Residential	2413 AUBURN PL	31978	10	15
Residential	2510 CULPEPER DR	28200	14	8
Residential	3204 MAXWELL DR	43582	15	12
Residential	3706 NORTHFIELD DR	81018	30	17
Residential	2506 CANDLE TREE CV	63918	10	6
Residential	3605 WEDGWOOD ST	80598	20	14
Residential	4004 FOX HOLLOW CT	81228	24	18
Residential	1308 E GOLF COURSE RD	31572	10	8
Residential	1104 COTTONWOOD AV	47376	10	7
Residential	2704 N GARFIELD ST	65250	10	12
Residential	3529 IMPERIAL AV	41196	11	1
Residential	806 W GOLF COURSE RD	39996	23	17
Residential	112 BAYBERRY PARKWAY	51000	12	8
Residential	4502 PALMER DR	28584	13	8
Residential	1335 TERRA CT	69256	10	7

Residential	1311 MAGNOLIA AV	22726	11	2
Residential	102 E PECAN AV	45630	52	14
Residential	2407 CAMARIE AV	29426	9	10
Residential	2310 W SHANDON AV	29464	14	9
Residential	4309 RUSSELL CT	55480	20	17
Residential	2402 EMERSON CT	55034	10	12
Residential	4500 LENNOX DR	72212	33	21
Residential	816 W SPRUCE AV	80114	13	12
Residential	3528 HYDE PARK AV	41330	16	15
Residential	3534 HYDE PARK AV	41336	15	6
Residential	6951 SUNRISE CT	35714	17	18
Residential	4502 GREEN TREE BL	34510	14	13
Residential	5312 CHESLEY CT	35324	11	10
Residential	5465 JUNIPER CT	124200	14	12
Residential	423 CAROL LN	53038	12	5
Residential	4904 SHERWOOD DR	34460	12	17
Residential	2306 BELLECHASSE CT	63742	18	13
Residential	3704 OAKRIDGE CT	21148	10	8
Residential	1301 LYNN AV	81276	14	10
Residential	1608 SEABOARD AV	11890	17	7
Residential	2210 STANOLIND AV	15040	25	9
Residential	2014 SHELL AV	14930	22	8
Residential	3205 W WADLEY AV	41562	17	14
Residential	1202 SHIRLEY LN	38996	13	13
Residential	1901 N BENTON ST	81366	13	9
Residential	903 BEDFORD DR	18286	22	11
Residential	4000 FOX HOLLOW CT	81230	13	12
Residential	2901 AURORA LN	84632	13	8
Residential	2004 W GOLF COURSE RD	83592	17	13
Residential	1200 BEDFORD DR	13686	11	10
Residential	1611 GULF AV	11822	20	20
Residential	1208 WALNUT LN	24200	10	6
Residential	3322 CAMARIE AV	41074	13	3
Residential	913 N FT WORTH ST	25334	21	15
Residential	2606 N L ST	89718	12	11
Residential	1402 BEDFORD DR	13698	15	19
Residential	1501 ALCOVE CT	78112	14	7
Residential	2211 W WASHINGTON AV	19112	11	8
Residential	121 N GLENWOOD DR	92074	16	13
Residential	1705 HUNTINGTON ST	40616	15	5
Residential	1603 W MICHIGAN AV	32208	14	10
Residential	2010 HEREFORD BL	32870	8	10
Residential	1203 E PENNSYLVANIA AV	57722	13	10
Residential	2104 E CALIFORNIA AV	36982	13	2
Residential	5125 SUNNYSIDE DR	93738	15	9
Residential	1303 PRATT ST	37810	24	20
Residential	507 CANYON DR	61020	10	12

Residential	1307 S K ST	71278	10	9
Residential	4606 THOMASON DR	92542	20	15
Residential	1200 W WASHINGTON AV	104134	12	6
Residential	3213 W ILLINOIS AV	22368	10	11
Residential	3117 BARKLEY AV	82672	11	11
Residential	1214 S FT WORTH ST	73408	17	12
Residential	1307 W MISSOURI AV	86632	20	4
Residential	3201 THOMAS AV	22224	11	14
Residential	2309 COLLEGE AV	18826	12	5
Residential	4710 BOWIE DR	14030	12	8
Residential	4613 KIOWA DR	17212	27	21
Residential	4617 KIOWA DR	17216	16	10
Residential	400 S JEFFERSON ST	75126	12	5
Residential	401 S MINEOLA ST	75160	12	10
Residential	702 S CLAY ST	36844	12	10
Residential	1100 W KENTUCKY AV	86952	10	5
Residential	700 S WEBSTER ST	36904	13	1
Residential	520 RUBY DR	61272	12	10
Residential	4515 PARKDALE DR	90714	10	6
Residential	5209 BELAIRE DR	93804	11	8
Residential	2105 BRUNSON AV	87646	18	4
Residential	1900 HOLLOWAY AV	87688	12	3
Residential	4600 STOREY AV	93290	14	10
Residential	709 S WEATHERFORD ST	75678	10	3
Residential	707 S CLAY ST	36896	9	11
Residential	1500 W KENTUCKY AV	86866	10	6
Residential	4612 RIC DR	93352	10	8
Residential	1204 BURCHILL DR	17284	11	9
Residential	2900 SENTINEL DR	71656	12	10
Residential	2712 FRANKLIN AV	58370	3	18
Residential	1008 WAVERLY DR	62622	7	12
Residential	4606 KIOWA DR	17078	4	14
Residential	4217 EDGEBROOK PL	110468	23	14
Residential	7900 DUNBLANE DR	59206	9	21
Residential	5007 GRANITE LN	120308	11	8
Residential	5300 ANETTA DR	116310	21	7
Residential	5108 BLUE HAVEN DR	124954	10	7
Residential	2700 CALLAWAY DR	110130	11	12
Residential	8101 GLASGOW DR	59096	10	7
Residential	8001 GLASGOW DR	59092	22	22
Residential	8311 EDINBURGH DR	59146	20	17
Residential	1608 HOLLOWAY AV	87706	12	12
Residential	4311 VALLEY DR	72002	19	11
Residential	4619 PASADENA DR	89252	12	6
Residential	4408 CRENSHAW DR	28688	14	11
Residential	1203 GODFREY ST	78542	10	4
Residential	4704 WOODHOLLOW DR	111690	15	12

Residential	1710 CAMP ST	44928	0	14
Residential	5206 GREEN TREE BL	35186	10	10
Residential	5002 OAK VALLEY DR	119008	9	13
Residential	4314 TREVINO ST	28796	18	11
Residential	5201 GREEN TREE BL	35130	8	18
Residential	3703 OAKRIDGE CT	21136	13	5
Residential	2500 CIMMARON AV	30028	15	15
Residential	3402 WOODHAVEN DR	80908	19	15
Residential	5304 LOCKSLEY CT	34086	10	9
Residential	903 PRINCETON AV	18350	24	22
Residential	3520 GULF AV	18162	21	20
Residential	1302 DAVENTRY PL	69186	13	10
Residential	3305 FELDSPAR LN	118184	7	12
Residential	5311 WIDENER STRIP	117550	9	12
Residential	2502 CONCORD AV	40568	8	10
Residential	404 MILLER CT	28810	16	12
Residential	4505 CRENSHAW DR	28888	17	8
Residential	2507 BELLECHASSE CT	63694	10	16
Residential	301 SKYWOOD CR	48324	17	7
Residential	808 CANONERO	68768	30	12
Residential	1402 S BAIRD ST	73774	20	7
Residential	1003 WAVERLY DR	100970	14	10
Residential	2601 STOREY AV	42402	23	19
Residential	701 N D ST	38326	17	15
Residential	904 W LOUISIANA AV	38306	16	14
Residential	3225 ROOSEVELT AV	21846	12	9
Residential	3907 TANNER DR	60732	15	18
Residential	3222 HILL AV	21838	32	11
Residential	4424 HARLOWE DR	92962	14	10
Residential	903 N D ST	38434	13	12
Residential	2905 DOUGLAS DR	71786	10	7
Residential	1703 COUNTRY CLUB DR	32396	13	21
Residential	2104 LINDORA WAY	96302	14	20
Residential	5704 HILLCREST PL	33498	10	9
Residential	5414 HILLCREST CT	33034	10	21
Residential	910 W MICHIGAN AV	38254	13	5
Residential	2606 W CUTHBERT AV	42548	10	8
Residential	5600 CROWLEY BL	33068	10	10
Residential	1501 COLLEGE AV	86852	10	1
Residential	3904 AVONDALE DR	60756	25	0
Residential	4401 ROOSEVELT DR	92988	10	38
Residential	301 KESSLER AV	30736	14	14
Residential	307 THOMAS ST	23648	14	13
Residential	2406 HOLLOWAY AV	18620	10	9
Residential	409 N BENTWOOD DR	93568	10	8
Residential	4421 LEDDY DR	93050	10	6
Residential	5504 DREXEL CT	32982	11	12

Residential	702 E BROADWAY	32312	12	8
Residential	5504 CROWLEY BL	32952	13	12
Residential	2500 COUNTRY CLUB DR	42486	31	19
Residential	1017 WARD ST	58084	13	12
Residential	1301 W KANSAS AV	54558	16	2
Residential	5310 GREATHOUSE AV	128774	20	26
Residential	204 W KANSAS AV	26032	9	16
Residential	1722 S ATLANTA ST	74268	10	6
Residential	1712 S JEFFERSON ST	74308	12	13
Residential	814 S CARVER ST	102380	13	14
Residential	4952 RUSTIC TR	35286	16	15
Residential	1306 S ATLANTA ST	73644	13	10
Residential	1306 S JEFFERSON ST	73606	10	8
Residential	1300 S ATLANTA ST	73638	14	4
Residential	1304 S MARSHALL ST	73560	19	16
Residential	1005 S DALLAS ST	76172	10	7
Residential	1003 S MINEOLA ST	73310	16	12
Residential	513 E MONTGOMERY AV	15130	23	19
Residential	515 E MONTGOMERY AV	15128	36	24
Residential	4112 LEHIGH DR	72746	17	6
Residential	6312 PRAIRIE RIDGE DR	126728	24	22
Residential	1111 MORAN ST	49492	9	11
Residential	1101 PRATT ST	49478	18	9
Residential	6301 HOPI CT	79534	12	10
Residential	2300 N MAIN ST	52612	11	10
Residential	4961 RUSTIC TR	35426	19	14
Residential	4553 SHADY OAK CT	34564	13	12
Residential	6500 SEQUOIA DR	34750	13	6
Residential	3408 TRINITY DR	80676	20	3
Residential	4567 SHADY OAK CT	34550	23	4
Residential	6214 ORIOLE CT	35238	10	1
Residential	5490 CYPRESS CT	34836	13	5
Residential	913 CITATION	68734	13	7
Residential	4455 HACKBERRY CT	34662	24	18
Residential	6210 ORIOLE CT	35234	17	5
Residential	701 DORAL CT	68466	38	20
Residential	2113 BRADFORD CT	64534	11	4
Residential	2822 GODDARD PL	25768	11	8
Residential	3000 NORTHTOWN PL	25984	9	10
Residential	3001 NORTHTOWN PL	26002	15	6
Residential	2410 METZ PL	32042	9	11
Residential	6 CHATHAM CT	28090	16	13
Residential	5105 BRAZOS AV	53438	20	6
Residential	4003 ST ANDREWS DR	55646	12	9
Residential	1407 E OAK AV	43822	10	8
Residential	1427 LANHAM ST	42676	17	20
Residential	4801 RUSTIC TR	111426	25	23

Residential	2103 HUGHES ST	88788	16	7
Residential	1205 TEJAS	79262	6	13
Residential	3601 TRINITY MEADOWS DR	81038	11	11
Residential	416 W DENGAR AV	42776	16	3
Residential	6 ASHLIN DR	11672	14	14
Residential	2202 GULF AV	15024	13	23
Residential	3313 ROSEMONT DR	27876	12	15
Residential	711 SINCLAIR AV	52872	10	4
Residential	1900 N MARIENFELD ST	20056	21	61
Residential	2505 NEELY AV	37586	17	11
Residential	1307 E PARKER AV	17666	11	8
Residential	1212 CHESTNUT AV	16580	11	9
Residential	2515 NEELY AV	37596	10	5
Residential	303 E NOBLES AV	52340	14	13
Residential	3201 ELMA DR	95012	13	2
Residential	1700 W CUTHBERT AV	32400	35	23
Residential	106 S MARSHALL ST	56816	10	6
Residential	3121 ROOSEVELT AV	21890	12	8
Residential	2408 TERRACE AV	29234	13	6
Residential	2820 FRONTIER AV	79062	10	5
Residential	3209 WEDGWOOD ST	84550	9	10
Residential	101 S LAMESA RD	51820	13	12
Residential	304 COTTONWOOD AV	45154	1	10
Residential	2105 N D ST	22914	12	19
Residential	2507 FANNIN AV	29688	10	6
Residential	2301 SHELL AV	77140	11	6
Residential	1211 SHIRLEY LN	38960	16	23
Residential	2007 COUNTRY CLUB DR	81968	23	26
Residential	405 S JACKSON ST	36366	19	12
Residential	3107 W MICHIGAN AV	30326	15	7
Residential	1204 COUNTRY CLUB DR	54746	21	11
Residential	1403 BEDFORD DR	54708	20	17
Residential	506 N TYLER ST	51370	23	19
Residential	1906 CENTERVIEW	32906	17	20
Residential	1402 W MICHIGAN AV	54536	13	11
Residential	3909 W ILLINOIS AV	60588	14	13
Residential	4508 GLENEAGLES DR	26820	13	4
Residential	5607 RIDGEMONT	33190	19	21
Residential	2817 W SHANDON AV	78934	22	16
Residential	3200 W SHANDON AV	41674	23	20
Residential	1401 WHITAKER ST	38626	17	2
Residential	1510 EDWARDS ST	12018	11	3
Residential	1107 E PARKER AV	16564	12	7
Residential	1606 N TERRELL ST	12198	12	7
Residential	3404 PRINCETON AV	44306	12	8
Residential	703 GODFREY ST	57372	3	10
Residential	1213 E CUTHBERT AV	31368	20	4

Residential	1310 W TEXAS AV	86374	13	14
Residential	412 MARIANA AV	30654	13	8
Residential	308 E NOBLES AV	52366	13	9
Residential	4400 WESTMINISTER DR	72364	14	6
Residential	2820 AUBURN DR	88238	17	16
Residential	1904 CRESCENT PL	20566	29	20
Residential	5 DEERFIELD DR	31096	21	13
Residential	510 EUGENE AV	99474	3	16
Residential	2204 SEABOARD AV	15068	17	3
Residential	7010 COURTNEY CT	35818	22	19
Residential	6815 ISLAND CR	35526	10	8
Residential	3921 FAIRWOOD CT	51204	15	13
Residential	3902 BAYBROOK CT	51184	15	12
Residential	4912 LANCASHIRE RD	69094	11	11
Residential	5000 THAMES CT	64592	24	16
Residential	5105 BRIGHTON PL	68910	35	20
Residential	2512 TERRACE AV	29680	14	4
Residential	2613 FANNIN AV	29654	12	12
Residential	4810 TEAKWOOD TRCE	34532	11	12
Residential	4910 TEAKWOOD TRCE	34878	12	9
Residential	4906 OAKWOOD CT	35256	11	1
Residential	701 PINEHURST DR	68410	18	13
Residential	9 SUFFOLK DR	68594	11	10
Residential	4904 OAKWOOD CT	35254	26	18
Residential	5484 CYPRESS CT	34830	13	9
Residential	1701 COVENTRY LN	64288	22	10
Residential	5107 TEAKWOOD TRCE	35058	10	5
Residential	1309 CASTLEFORD RD	69162	12	9
Residential	807 CANONERO	68752	12	13
Residential	5300 SCOTTSBORO LN	35736	38	17
Residential	6812 ISLAND CR	35568	15	18
Residential	5009 GREEN TREE BL	35152	10	0
Residential	19 LAKES DR	68680	18	10
Residential	3913 BAYBROOK CT	51174	12	10
Residential	4004 BAYBROOK DR	51050	9	13
Residential	4104 EDGEBROOK DR	51076	14	17
Residential	4801 ISLAND DR	35492	15	15
Residential	2 BRISTOL CT	47584	13	10
Residential	207 WINDRIDGE CR	107762	11	9
Residential	3300 EDMONT DR	27548	15	11
Residential	1906 WESTERN DR	55386	17	14
Residential	2411 NORTHTOWN CT	55052	11	10
Residential	4010 WESTMINISTER DR	72288	14	10
Residential	1817 E SCHARBAUER DR	66420	10	7
Residential	100 W PECAN AV	45846	13	9
Residential	4408 ST ANDREWS DR	26910	9	10
Residential	2313 W DENGAR AV	29572	11	4

Residential	3513 WEDGWOOD ST	80608	12	11
Residential	1602 VENTURA AV	89832	23	12
Residential	1902 N LAMESA RD	11508	10	13
Residential	500 GEORGE AV	99502	15	12
Residential	1601 SEABOARD AV	11880	24	20
Residential	2201 STANOLIND AV	15004	29	11
Residential	1400 SIOUX CT	79598	10	6
Residential	3809 FAIRHAVEN CT	27078	8	11
Residential	1607 W LOUISIANA AV	32248	10	5
Residential	3 HAWTHORNE DR	68614	12	13
Residential	2810 METZ DR	88304	15	11
Residential	4939 RUSTIC TR	35448	9	19
Residential	4103 BOULDER DR	72102	22	9
Residential	4006 ANGELINA DR	102824	30	24
Residential	4003 COMPTON DR	72528	13	12
Residential	2814 STUTZ DR	88184	12	18
Residential	4200 BOULDER DR	72052	12	2
Residential	4400 CHERRYWOOD DR	15842	9	14
Residential	4512 WOODHOLLOW DR	15894	10	11
Residential	4406 CHERRYWOOD DR	15844	6	12
Residential	2602 EMERSON DR	54910	10	8
Residential	1918 HUDSON AV	19148	14	10
Residential	1606 E PECAN AV	65814	9	10
Residential	2822 EMERSON PL	25698	14	12
Residential	3103 TEALWOOD PL	49050	13	6
Residential	2824 EMERSON PL	25696	12	2
Residential	2306 METZ PL	32060	15	15
Residential	911 HARVARD AV	18326	21	8
Residential	2513 QUAIL POINT	65218	11	11
Residential	402 W DORMARD AV	42864	14	9
Residential	2310 CULPEPER DR	28222	24	16
Residential	3100 AUBURN DR	43742	15	14
Residential	203 E DENGAR AV	12310	11	9
Residential	2403 AUBURN PL	31988	9	15
Residential	4103 VALLEY DR	72038	20	22
Residential	5117 SAN ANTONIO AV	53716	24	18
Residential	3608 EDMONT DR	27496	7	16
Residential	2009 N H ST	79188	40	23
Residential	1914 CRESCENT PL	20556	25	22
Residential	4011 GODFREY ST	72576	11	13
Residential	2827 AUBURN DR	88226	16	15
Residential	2300 CULPEPER DR	28212	12	7
Residential	415 W DENGAR AV	42832	13	8
Residential	3221 W DENGAR AV	41768	15	12
Residential	3202 STUTZ DR	43610	22	23
Residential	3114 AUBURN DR	43648	13	8
Residential	3509 MEADOWRIDGE LN	80786	25	19

Residential	1904 NASH AV	19184	15	3
Residential	1606 E PINE AV	65768	10	10
Residential	1903 HUDSON AV	19232	13	5
Residential	5613 LLANO CT	120568	14	11
Residential	2102 WHITNEY DR	47970	20	12
Residential	2108 WHITNEY DR	47964	10	14
Residential	3105 GULF AV	47832	7	12
Residential	5004 OPAL CT	129974	36	21
Residential	1912 JADEWOOD DR	120302	15	14
Residential	4508 PATMAN PL	53178	10	21
Residential	4506 MEREDITH PL	53198	7	10
Residential	4415 WOOD DR	34470	14	14
Residential	5005 MIRA VISTA CR	49872	13	12
Residential	5508 LA JOLLA CV	119224	11	10
Residential	4201 TANFORAN AV	116816	17	15
Residential	1616 PUEBLO	99644	45	13
Residential	5004 APPLE CREEK RD	122502	11	8
Residential	4909 KINGSBORO CT	48596	16	17
Residential	4508 RUIDOSO CT	70578	10	9
Residential	5202 CASTLE PINE RD	121058	13	9
Residential	7010 CACTUS TR	126568	8	13
Residential	400 CRENSHAW DR	99684	10	11
Residential	4303 CRENSHAW DR	28930	20	17
Residential	2000 W WASHINGTON AV	87922	14	6
Residential	1404 WILLEYS AV	24726	11	2
Residential	4213 TUMBLEWEED TR	70920	20	22
Residential	3105 SOUTHRIDGE CT	122200	12	10
Residential	3101 SHELL AV	47750	14	15
Residential	4510 VERSAILLES DR	90594	11	11
Residential	4511 ERIE DR	90618	15	10
Residential	1003 N WEATHERFORD ST	90258	15	13
Residential	4719 PRINCETON AV	85470	12	10
Residential	1803 W ILLINOIS AV	87352	19	20
Residential	3413 BAUMANN AV	23200	10	9
Residential	3302 W LOUISIANA AV	23272	17	14
Residential	4305 PARKDALE DR	62180	10	7
Residential	4701 PLEASANT DR	89200	15	3
Residential	3101 W OHIO AV	52476	18	15
Residential	3503 BAUMANN AV	23148	20	19
Residential	1800 W KENTUCKY AV	87840	14	5
Residential	119 THORNBRIDGE DR	91798	11	6
Residential	326 ROCKYLANE DR	91594	13	10
Residential	1910 W INDIANA AV	87572	22	15
Residential	4415 ROOSEVELT DR	93002	13	9
Residential	4802 BEDFORD AV	97070	12	3
Residential	408 S ADAMS ST	52090	10	12
Residential	1306 W MISSOURI AV	86566	23	41

Residential	5007 PLEASANT DR	89560	16	13
Residential	5009 PLEASANT DR	89558	10	6
Residential	3602 W KANSAS AV	57238	15	16
Residential	4608 LAURA DR	14146	11	8
Residential	4406A THOMASON DR	100318	12	8
Residential	2302 CULPEPER DR	28214	34	18
Residential	419 E DENGAR AV	12528	7	12
Residential	2826 MARMON DR	43396	11	2
Residential	2820 W DENGAR AV	78952	15	11
Residential	1311 BRIGHTON PL	69232	14	4
Residential	2509 LEARMONT DR	63578	21	15
Residential	4710 KNIGHTS PL	64306	8	13
Residential	4901 SPY GLASS CR	82840	10	13
Residential	1502 PUEBLO	79444	16	15
Residential	4919 RUSTIC TR	35466	8	11
Residential	6210 DRIFTWOOD DR	34960	6	19
Residential	4900 POLO PARKWAY	64612	21	18
Residential	1905 COLEMAN CT	30820	12	1
Residential	5514 KINGSTON DR	64104	11	3
Residential	5116 ASHDOWN PL	68822	10	7
Residential	4307 NORWOOD ST	72670	22	15
Residential	107 W DENGAR AV	12358	11	9
Residential	3600 TRINITY MEADOWS	81028	14	25
Residential	4021 ANGELINA DR	102806	9	11
Residential	3502 DENTCREST DR	27156	10	13
Residential	3300 CLAREMONT DR	27220	14	9
Residential	4505 MOCKINGBIRD LN	48648	10	5
Residential	4510 CARDINAL LN	48698	24	26
Residential	402 NICKLAUS ST	28788	13	6
Residential	2503 FAIRVIEW LN	63678	7	10
Residential	2809 SENTINEL DR	48268	14	14
Residential	4614 STOREY AV	93304	12	8
Residential	3503 DOUGLAS AV	44458	14	15
Residential	1504 ALCOVE CT	78090	10	8
Residential	3303 STOREY AV	80414	20	11
Residential	1301 WALNUT LN	24112	19	20
Residential	3616 ANDREWS HWY	83814	10	6
Residential	5410 HILLCREST CT	33032	15	9
Residential	3513 W LOUISIANA AV	23374	9	10
Residential	4617 LAURA DR	14006	18	10
Residential	707 S MARSHALL ST	75772	13	11
Residential	917 EDWARDS ST	38094	13	2
Residential	3529 HUMBLE AV	30046	16	11
Residential	4401 ANETTA DR	4692	16	13
Residential	4510 ANETTA DR	89010	20	5
Residential	5809 DEVLIN PL	33680	11	11
Residential	5608 RIDGEMONT	33222	6	12

Residential	5606 RIDGEMONT	33220	9	10
Residential	605 STOREY AV	25488	28	15
Residential	4323 SENTINEL AV	13598	7	19
Residential	704 LANHAM ST	90086	18	7
Residential	3217 BOYD AV	47648	10	9
Residential	2501 HOYA DR	11450	10	13
Residential	913 HARVARD AV	18328	12	16
Residential	2600 LOCKHEED DR	48156	22	5
Residential	609 W CUTHBERT AV	25520	13	10
Residential	1209 BEDFORD DR	54734	10	7
Residential	1302 SPARKS ST	70034	16	37
Residential	908 W CUTHBERT AV	18274	24	18
Residential	914 N DALLAS ST	39902	13	10
Residential	3213 W GOLF COURSE RD	71556	13	7
Residential	2902 SENTINEL DR	71654	15	12
Residential	900 N F ST	54660	31	16
Residential	3216 W SHANDON AV	41658	13	8
Residential	2602 RACQUET CLUB DR	25466	18	10
Residential	3703 EDGEMONT DR	27626	10	9
Residential	2200 WESTERN DR	55264	19	6
Residential	3203 W DENGAR AV	41750	11	9
Residential	2101 N A ST	52744	18	18
Residential	1607 E GOLF COURSE RD	81412	17	16
Residential	1219 COTTONWOOD AV	47532	10	6
Residential	3222 FANNIN AV	41862	10	9
Residential	1600 N FT WORTH ST	11998	16	13
Residential	3307 OAKMONT DR	27684	11	0
Residential	3225 PRESTON DR	95110	4	17
Residential	812 BOYD AV	39964	18	7
Residential	5501 RIDGEMONT	33204	19	22
Residential	508 EUGENE AV	19988	13	8
Residential	5809 GRASSLAND BL	33652	21	19
Residential	3222 W SHANDON AV	41652	16	8
Residential	1201 NEELY AV	55176	17	8
Residential	2611 N L ST	89696	8	11
Residential	3606 SPRINGMONT DR	27668	12	13
Residential	4403 PLEASANT DR	89090	19	10
Residential	4610 ST ANDREWS DR	27096	11	19
Residential	802 GULF AV	52752	13	12
Residential	1206 STANOLIND AV	55208	24	21
Residential	1401 COUNTRY CLUB DR	54690	19	11
Residential	3104 SENTINEL DR	71626	16	14
Residential	2816 W DENGAR AV	78956	24	4
Residential	1606 STANOLIND AV	11862	12	6
Residential	1617 W PINE AV	89724	21	17
Residential	1710 MORGAN WAY	81382	4	11
Residential	2509 W DENGAR AV	29984	11	7

Residential	2822 W SHANDON AV	29784	16	6
Residential	5019 BLUEBIRD BRANCH CT	64032	13	9
Residential	1912 SPARKS ST	33804	15	9
Residential	3201 SEABOARD AV	47926	11	9
Residential	2900 AURORA LN	84692	12	9
Residential	3801 SUNCREST AV	84708	16	13
Residential	3324 MAXWELL DR	64894	13	2
Residential	2400 CULPEPER DR	28264	17	5
Residential	5201 LAVACA AV	53790	10	6
Residential	4623 CHERRYWOOD DR	15914	10	11
Residential	4518 LANHAM ST	11114	14	9
Residential	4717 FIELDER ST	20956	13	6
Residential	4006 CRESTGATE AV	20922	11	11
Residential	3403 PERRY ST	16074	13	10
Residential	1613 SEABOARD AV	11868	19	18
Residential	5800 CRANSTON PL	104988	6	14
Residential	4497 HACKBERRY CT	34620	23	27
Residential	4453 HACKBERRY CT	34664	10	7
Residential	4111 GODFREY ST	72492	12	7
Residential	1111 E OAK AV	68114	11	10
Residential	4438 LANHAM ST	90302	12	13
Residential	3300 MARBLE LN	118788	14	11
Residential	3404 FELDSPAR LN	115500	1	11
Residential	1809 E OAK AV	66298	20	12
Residential	4700 MIMOSA CT	15754	20	12
Residential	2404 GODDARD CT	55096	11	6
Residential	2810 EMERSON LN	25676	12	10
Residential	4102 SKYLINE DR	71882	29	19
Residential	4209 BOULDER DR	72088	17	6
Residential	5498 CYPRESS CT	34844	35	25
Residential	1705 CHECOTAH	99636	10	9
Residential	4908 HEATHER RD	69042	13	14
Residential	4906 HEATHER RD	69044	20	7
Residential	2300 METZ PL	32066	17	17
Residential	2815 GODDARD PL	25760	2	13
Residential	2407 STUTZ PL	31896	10	11
Residential	1611 E PECAN AV	65796	11	7
Residential	2405 W SHANDON AV	29508	16	7
Residential	5211 WHITMAN DR	55152	23	10
Residential	5005 WIDENER STRIP	33960	14	10
Residential	400 PINWOOD CT	48352	18	11
Residential	1321 TERRA CT	69270	20	12
Residential	3704 FAIRHAVEN CT	27032	19	13
Residential	2001 HUGHES ST	88770	14	19
Residential	4811 SUNSHINE PARKWAY	96170	16	22
Residential	4905 TEAKWOOD TRCE	35082	16	11
Residential	4113 EDGEBROOK DR	51112	4	10

Residential	3300 EAGLE COVE	100070	23	8
Residential	1907 COLEMAN CT	30822	44	23
Residential	2505 W WADLEY AV	29698	13	11
Residential	4904 STONELEIGH DR	64294	13	11
Residential	2200 STRATFORD CT	64130	16	21
Residential	721 PINEHURST DR	68420	29	11
Residential	3701 W MICHIGAN AV	57498	2	15
Residential	3703 W MICHIGAN AV	57500	14	5
Residential	3600 W LOUISIANA AV	57422	14	9
Residential	111 N C ST	86450	25	22
Residential	4722 PRINCETON AV	85496	0	11
Residential	1404 BELMONT ST	14372	17	13
Residential	2512 W KANSAS AV	42342	8	10
Residential	707 LANHAM ST	100198	0	16
Residential	1605 W LOUISIANA AV	32250	6	10
Residential	4319 DOUGLAS AV	13540	12	13
Residential	1901 W OHIO AV	38842	10	8
Residential	1909 WINDDRIFT	32724	16	15
Residential	1406 W INDIANA AV	86626	14	12
Residential	401 S LEE ST	52036	28	16
Residential	4317 HARVARD AV	13402	17	4
Residential	911 W KENTUCKY AV	87024	7	16
Residential	4800 BROOKDALE DR	89410	11	10
Residential	5016 PLEASANT DR	89602	14	11
Residential	4809 W CUTHBERT AV	96982	16	18
Residential	1520 S MINEOLA ST	73974	12	7
Residential	1609 W TENNESSEE AV	32184	15	15
Residential	2209 NEELY AV	15060	16	13
Residential	1416 CHESTNUT AV	17690	11	6
Residential	2402 NEELY AV	29172	10	9
Residential	1319 CHESTNUT AV	31510	10	13
Residential	3213 HIGHSKY DR	84582	10	8
Residential	3700 OAKMONT DR	27644	10	9
Residential	3400 SHELL AV	77874	16	18
Residential	715 N CLAY ST	55868	14	10
Residential	2308 BOYD AV	77130	30	10
Residential	4709 CINDY PL	95666	19	17
Residential	2510 SEABOARD AV	37610	8	14
Residential	2614 BOEING DR	17578	11	7
Residential	3303 CRESTMONT DR	27524	11	10
Residential	3330 CIMMARON AV	40852	11	6
Residential	4803 CLAYTON CT	27710	10	11
Residential	2400 HUMBLE AV	94852	10	7
Residential	406 W JAX AV	20166	17	11
Residential	209 RIDGLEA DR	68024	11	6
Residential	905 PRINCETON AV	18352	18	7
Residential	1607 N GARFIELD ST	69562	15	17

Residential	3515 GULF AV	11684	12	12
Residential	3504 OAKMONT DR	27610	22	23
Residential	408 GEORGE AV	99504	36	12
Residential	1412 E PARKER AV	17754	18	22
Residential	2604 BOEING DR	17592	10	3
Residential	3212 ELMA DR	95072	12	9
Residential	1217 E CUTHBERT AV	31370	19	17
Residential	3516 W SHANDON AV	41176	18	14
Residential	1319 E JAX AV	31620	10	7
Residential	3303 W DENGAR AV	40888	4	15
Residential	5803 GRASSLAND BL	33646	8	11
Residential	2207 WINFIELD RD	83712	31	15
Residential	1906 N PECOS ST	52918	8	11
Residential	1114 CHESTNUT AV	16544	12	10
Residential	612 W KANSAS AV	25498	23	19
Residential	1501 COUNTRY CLUB DR	32378	22	7
Residential	3103 SENTINEL DR	71690	18	20
Residential	3210 DENTCREST DR	95002	12	14
Residential	1115 E NOBLES AV	90184	11	11
Residential	3613 W SHANDON AV	84292	11	9
Residential	3234 WHITTLE WAY	95232	11	11
Residential	1203 BURCHILL DR	17320	14	9
Residential	2804 SENTINEL DR	48210	13	11
Residential	3206 BOYD AV	47672	17	8
Residential	5809 HIGHLAND BL	33734	10	24
Residential	2907 W GOLF COURSE RD	71490	14	3
Residential	5604 GRASSLAND BL	33260	22	15
Residential	4611 W DENGAR AV	95836	9	11
Residential	1605 N H ST	82380	12	11
Residential	1700 HARVARD AV	82198	12	10
Residential	2104 WYDEWOOD DR	96086	13	10
Residential	2901 DOUGLAS DR	71782	18	7
Residential	5205 BELAIRE DR	93808	11	5
Residential	1611 EDWARDS ST	12078	20	21
Residential	5415 RIDGEMONT CT	33036	63	16
Residential	4008 DUNKIRK ST	72838	6	21
Residential	4607 CHERRYWOOD DR	15922	11	14
Residential	4902 STONELEIGH DR	64292	13	7
Residential	5103 DAVENTRY PL	68868	13	9
Residential	5424 BASSWOOD CR	34772	18	17
Residential	3930 BAYBROOK CT	51198	9	10
Residential	4906 KINGSBORO CT	48604	29	10
Residential	406 SKYWOOD CR	108294	44	12
Residential	4017 BAYBROOK DR	51100	10	11
Residential	3905 EDGEBROOK CT	51144	22	20
Residential	307 E CLOUD AV	78842	10	4
Residential	2600A N PECOS ST	80010	11	12

Residential	2602 W DENGAR AV	29958	20	5
Residential	1205 COTTONWOOD AV	47546	10	8
Residential	400 SOLOMON LN	128098	14	9
Residential	4504 TEAKWOOD TRCE	34672	13	8
Residential	4503 TEAKWOOD TRCE	34930	26	22
Residential	2400 W SHANDON AV	29446	13	7
Residential	5110 SAN ANTONIO AV	53762	3	10
Residential	711 W PINE AV	80024	10	13
Residential	1105 MAGNOLIA AV	22562	25	4
Residential	3206 HAYNES DR	25940	21	26
Residential	2119 BUTTERNUT LN	81872	13	9
Residential	109 CEDAR AV	98954	10	7
Residential	1221 E CUTHBERT AV	31374	13	2
Residential	309 S DEWBERRY DR	91162	17	14
Residential	4725 LEISURE DR	91140	19	6
Residential	329 WILLOWOOD DR	91468	9	18
Residential	3906 PLEASANT DR	62640	13	2
Residential	506 BROWNWOOD DR	16340	13	15
Residential	4010 PLEASANT DR	63072	12	10
Residential	522 S BENTWOOD DR	16236	13	8
Residential	3507 COQUINA LN	129328	16	10
Residential	1201 MCKENZIE ST	49578	11	7
Residential	4515 MONTY DR	100310	11	7
Residential	403 WAVERLY DR	60080	11	10
Residential	4506 THOMASON DR	92808	12	9
Residential	4608 LEISURE DR	91104	26	17
Residential	4712 ERIE DR	16158	16	6
Residential	4412 VERSAILLES DR	90642	8	18
Residential	1407 S LORAIN ST	14450	10	9
Residential	200 CANYON DR	61076	14	12
Residential	4402 MERCEDES DR	92862	11	6
Residential	4708 WOODBAR CT	115888	13	8
Residential	3901 THOMASON DR	62494	17	9
Residential	704 SPRABERRY DR	62318	13	14
Residential	601 WAVERLY DR	59900	12	10
Residential	1607 S COLORADO ST	14632	10	8
Residential	4622 ERIE DR	90838	12	4
Residential	913 CANYON DR	62524	14	10
Residential	305 ROCKYLANE DR	91518	10	5
Residential	805 HOWARD DR	62656	10	7
Residential	2008 GLADEWOOD DR	115288	9	14
Residential	4600 CHEROKEE DR	17044	18	16
Residential	1900 S COLORADO ST	14754	18	13
Residential	1510 GOODE ST	71306	17	14
Residential	804 DEVONIAN DR	63116	20	35
Residential	1207 CENTURY DR	17296	10	3
Residential	1011 WAVERLY DR	62768	4	12

Residential	4400 PARKDALE DR	90912	11	8
Residential	4604 WILSHIRE DR	90986	13	9
Residential	2900 WYDEWOOD DR	95918	18	18
Residential	3703 STANOLIND AV	84168	12	9
Residential	5510 HIGHLAND CT	33416	20	9
Residential	2600 ROOSEVELT AV	58538	10	9
Residential	4805 SUNSHINE PARKWAY	96176	17	6
Residential	4402 ERIE DR	90664	12	9
Residential	4901 LEISURE DR	91274	11	8
Residential	3800 NEELY AV	84760	7	21
Residential	1807 WARD ST	32690	11	9
Residential	706 N CLAY ST	55910	10	7
Residential	5406 DREXEL CT	32976	36	21
Residential	714 STOREY AV	19788	14	5
Residential	3615 IMPERIAL AV	84336	14	12
Residential	2518 STANOLIND AV	37642	0	12
Residential	1209 E ESTES AV	31316	13	9
Residential	113 E NOBLES AV	64730	10	16
Residential	2013 HUMBLE AV	14928	12	12
Residential	2412 GULF AV	94886	21	17
Residential	2208 NORTHRUP DR	32612	21	10
Residential	2201 HUGHES ST	32630	11	12
Residential	3109 SEABOARD AV	47942	11	4
Residential	4408 W DENGAR AV	70458	10	4
Residential	3025 FREDNA PL	95738	12	15
Residential	2008 SINCLAIR AV	83616	27	21
Residential	5609 CAMDEN	32586	13	14
Residential	1113 E NOBLES AV	90182	10	8
Residential	302 W JAX AV	20190	10	6
Residential	4718 CINDY PL	95656	17	17
Residential	3711 NEELY AV	84184	18	9
Residential	402 S TYLER ST	52018	11	6
Residential	4703 SUNSHINE PARKWAY	96182	14	6
Residential	2503 SEABOARD AV	37624	12	7
Residential	2204 GULF AV	15022	15	17
Residential	2505 SEABOARD AV	37626	10	4
Residential	1602 SHELL AV	11752	10	6
Residential	1215 E COWDEN AV	31274	11	7
Residential	1604 SHELL AV	11754	10	8
Residential	2903 GODFREY ST	84282	8	18
Residential	303 E PARKER AV	12010	10	9
Residential	2409 GULF AV	94864	10	9
Residential	2510 GULF AV	88542	12	8
Residential	3321 FANNIN AV	40728	11	8
Residential	1608 SHELL AV	11758	14	9
Residential	1505 S TERRELL ST	73992	11	6
Residential	1006 CANYON DR	62430	11	8

Residential	406 N BENTWOOD DR	93542	11	12
Residential	4717 W CUTHBERT AV	14120	16	12
Residential	8312 EDIN BURGH DR	59148	20	17
Residential	2004 GLADEWOOD DR	114380	63	21
Residential	1601 N C ST	32128	16	17
Residential	3214 MARIANA AV	22192	11	9
Residential	2200 BOYD AV	14894	12	8
Residential	2000 HUGHES ST	88680	13	8
Residential	4716 PRESTON DR	95462	10	9
Residential	3109 MA-MAR AV	47856	27	17
Residential	3303 EBBETS	32488	10	6
Residential	3808 FANNIN AV	84728	10	8
Residential	1116 E PARKER AV	90152	7	13
Residential	2002 SHELL AV	83634	11	9
Residential	3625 IMPERIAL AV	84326	10	7
Residential	2404 HUMBLE AV	94856	10	4
Residential	1202 W GOLF COURSE RD	24586	114	24
Residential	1905 JACOTTE CR	81530	11	10
Residential	4200 NELSON RD	84964	12	4
Residential	2500 FANNIN AV	29254	26	14
Residential	3509 HYDE PARK AV	41292	10	6
Residential	2600 CULVER DR	77710	10	6
Residential	3802 CRESTGATE AV	20798	15	12
Residential	2014 BEDFORD DR	82056	6	17
Residential	3315 WINDSOR DR	64960	17	12
Residential	1711 ENGLISH DR	81310	25	18
Residential	1005 W PINE AV	39036	11	6
Residential	2611 W SHANDON AV	29948	12	8
Residential	3217 LOCKHEED DR	71588	14	15
Residential	3418 BAUMANN AV	23106	16	13
Residential	1210 COLLEGE AV	86764	18	34
Residential	305 MARIANA AV	30708	19	18
Residential	3907 CRESTRIDGE DR	20898	11	7
Residential	427 NEELY AV	98462	4	10
Residential	1409 CHESTNUT AV	31538	11	7
Residential	2518 SINCLAIR AV	44762	12	11
Residential	3 RIDGMAR CT	68078	28	19
Residential	300 E ESTES AV	52454	13	8
Residential	1901 MORGAN WAY	81622	18	14
Residential	5108 SAN ANTONIO AV	53764	21	19
Residential	710 OSAGE	79946	41	23
Residential	425 NEELY AV	98458	14	7
Residential	2615 MARIANA AV	58836	13	13
Residential	4400A ST ANDREWS DR	104710	6	20
Residential	2822 MAXWELL DR	88116	7	15
Residential	3216 FANNIN AV	41868	13	4
Residential	1506 CLUB DR	43858	16	13

Residential	2302 PRINCETON AV	23768	9	11
Residential	1502 STOREY AV	32374	21	17
Residential	2000 W MICHIGAN AV	38706	17	15
Residential	2609 N L ST	89694	17	12
Residential	1407 W PINE AV	38880	11	8
Residential	404 NEELY AV	43078	13	9
Residential	406 MAGNOLIA AV	45348	15	12
Residential	2224 WESTERN DR	55288	11	6
Residential	3702 OAKMONT DR	27642	10	7
Residential	1702 N FT WORTH ST	11954	10	6
Residential	3506 CAMARIE AV	41158	10	7
Residential	4308 GULF AV	31010	10	7
Residential	1707 BUTTERNUT LN	81840	12	5
Residential	3606 WOODHAVEN CT	81066	8	15
Residential	4206 MERRILL DR	55512	16	7
Residential	3303 DURANT DR	43572	13	10
Residential	3516 PINEMONT DR	27788	12	8
Residential	3403 WOODHAVEN DR	80950	19	15
Residential	3715 MARK LN	27022	8	10
Residential	2006 N LAMESA RD	4582	18	17
Residential	111 W SPRUCE AV	45888	11	8
Residential	2817 STUTZ DR	88156	18	18
Residential	407 W DORMARD AV	42874	12	8
Residential	44 LAFAYETTE PL	98224	0	16
Residential	4 BENTLEY CT	43668	26	18
Residential	2818 MARMON DR	43388	11	6
Residential	1406 CHESTNUT AV	17680	16	14
Residential	804 ELK AV	18438	10	6
Residential	2300 GULF AV	94902	12	6
Residential	308 E OAK AV	45554	10	9
Residential	706 W DORMARD AV	12680	10	7
Residential	4107 AMISTAD DR	53592	8	11
Residential	3200 MA-MAR AV	47886	10	10
Residential	710 N LEE ST	24398	14	13
Residential	3601 NORTHFIELD DR	81058	11	7
Residential	3209 W SHANDON AV	41684	11	10
Residential	2511 FRONTIER AV	29270	10	6
Residential	803 STANOLIND AV	22890	12	6
Residential	1618 W DENGAR AV	19500	10	3
Residential	410 N LAMESA RD	51436	21	0
Residential	1620 HICKORY AV	66026	16	11
Residential	3508 WOODHAVEN DR	80926	6	22
Residential	4205 RUSSELL DR	55496	11	6
Residential	2506 STOREY AV	42354	6	10
Residential	9 FAIRFAX CT	28068	18	14
Residential	3704 NORTHFIELD DR	81020	14	17
Residential	1813 E SCHARBAUER DR	66424	13	9

Residential	4704 RICHMOND CT	64336	15	6
Residential	3902 ARROYO DR	81016	11	8
Residential	4006 STRATTON DR	72804	25	8
Residential	4000 BLAKEMORE CT	80994	27	19
Residential	1002 SINCLAIR AV	11600	11	4
Residential	4203 CRESTRIDGE DR	20874	11	10
Residential	4104 CRESTWOOD AV	20694	14	11
Residential	108 E PARKER AV	64710	12	11
Residential	3808 CIMMARON AV	84698	14	14
Residential	3304 DURANT DR	43594	23	25
Residential	5008 LAVACA CT	53512	7	10
Residential	3511 NORTHFIELD DR	80882	15	10
Residential	1610 GULF AV	11844	32	16
Residential	2203 WINFIELD RD	83708	24	26
Residential	2507 METZ PL	31812	5	10
Residential	4102 WESTMINISTER DR	72278	26	17
Residential	4308 ARROYO DR	71982	12	12
Residential	3203 MAXWELL DR	43404	20	12
Residential	4701 KNIGHTS PL	64464	19	16
Residential	1825 DUKES DR	64470	8	15
Residential	5002 CHAPEL HILL DR	63508	15	17
Residential	4608 GRAHAM DR	28436	11	10
Residential	1805 DEVONSHIRE CT	64400	22	14
Residential	2503 TAMARIND DR	63908	10	9
Residential	2111 WELLINGTON CT	64152	20	16
Residential	4404 PALMER DR	28592	7	23
Residential	4710 GATEWAY ST	21008	12	9
Residential	3902 CRESTRIDGE DR	20846	16	15
Residential	4700 GATEWAY ST	21016	13	12
Residential	2703 MARK LN	95854	4	13
Residential	3006 NORTHTOWN PL	25990	6	11
Residential	4505 NORWOOD ST	72638	13	15
Residential	2301 AUBURN PL	32004	13	8
Residential	4300 DAWN CR	71836	10	11
Residential	4004 ANGELINA DR	102830	13	4
Residential	2828 STUTZ DR	88170	31	10
Residential	4000 TRINITY CT	81096	13	8
Residential	1005 SHELL AV	11592	20	15
Residential	2209 GULF AV	14968	16	13
Residential	2600 NORTHRUP DR	77736	26	15
Residential	3202 STANOLIND AV	47906	10	8
Residential	1502 W GOLF COURSE RD	23756	16	25
Residential	5702 FENWAY	32566	9	10
Residential	5704 FENWAY	32568	11	14
Residential	2805 SENTINEL DR	48264	7	10
Residential	2807 SENTINEL DR	48266	25	26
Residential	806 HARVARD AV	18380	10	4

Residential	2007 WINDDRIFT	32854	6	24
Residential	707 S WEBSTER ST	36936	12	10
Residential	3417 W LOUISIANA AV	23336	6	17
Residential	303 E COWDEN AV	52378	9	11
Residential	406 E COWDEN AV	52398	8	10
Residential	5506 SUNDANCE CT	33462	8	10
Residential	5125 W ILLINOIS AV	91734	13	12
Residential	1924 CENTERVIEW	32916	10	7
Residential	1601 W TENNESSEE AV	32192	20	21
Residential	4303 SENTINEL AV	13578	11	7
Residential	1609 N C ST	32118	17	5
Residential	2701 WYDEWOOD DR	95976	15	13
Residential	2903 SUNBURST DR	108256	11	6
Residential	3523 GULF AV	11692	15	10
Residential	4602 NEELY AV	95866	21	17
Residential	1710 CESSNA DR	47618	14	13
Residential	3501 HUMBLE AV	15108	10	10
Residential	5200 RAINBOW RD	103150	10	18
Residential	2602 RAINBOW CR	11376	8	12
Residential	5102 RAINBOW RD	103170	10	10
Residential	1803 HUNTINGTON ST	40612	14	33
Residential	5712 DEVLIN PL	33596	14	16
Residential	1208 BEDFORD DR	13678	20	17
Residential	3105 LOCKHEED DR	71620	17	9
Residential	1304 SPARKS ST	70032	11	21
Residential	603 W ESTES AV	21470	25	18
Residential	1509 BEDFORD DR	32430	16	10
Residential	5613 HATHAWAY CT	33270	13	10
Residential	3411 SHELL AV	77862	8	12
Residential	5802 GRASSLAND BL	33668	20	13
Residential	1504 N D ST	32112	84	14
Residential	3407 W OHIO AV	65032	14	6
Residential	3321 CIMMARON AV	40800	10	5
Residential	2601 CESSNA DR	97306	8	10
Residential	806 W SPRUCE AV	80124	11	4
Residential	3807 FAIRCIRCLE	26976	14	13
Residential	3403 MILLBROOK PL	80688	37	20
Residential	2004 PRINCETON AV	82148	16	4
Residential	1101 AINSLEE ST	70172	10	10
Residential	3205 WARD ST	29758	12	21
Residential	4512 ST ANDREWS DR	26892	11	10
Residential	2305 W SHANDON AV	29480	19	26
Residential	4001 GLENEAGLES CT	55660	10	5
Residential	4104 GLENEAGLES DR	55638	18	4
Residential	5610 HATHAWAY CT	33284	38	16
Residential	5709 CRANSTON PL	33602	9	15
Residential	4902 SUNSHINE PARKWAY	96102	11	7

Residential	2802 W SHANDON AV	29764	10	13
Residential	3410 HUMBLE AV	77914	31	22
Residential	1701 PRINCETON AV	82220	34	12
Residential	2612 N A ST	80100	12	10
Residential	2310 CIMMARON AV	29576	15	6
Residential	3209 W LOUISIANA AV	13140	19	16
Residential	1203 E GOLF COURSE RD	47432	12	8
Residential	1604 SEABOARD AV	11886	31	18
Residential	1701 N WEATHERFORD ST	12136	10	7
Residential	2111 W KENTUCKY AV	87934	4	12
Residential	3930 TANFORAN CT	51254	10	19
Residential	2905 CALDERA BL	126212	13	10
Residential	2604 BLUEBIRD LN	63940	14	9
Residential	1912 E PINE AV	19308	14	18
Residential	3909 PERMIAN CT	78302	10	8
Residential	2 AUBURN CT	31710	10	4
Residential	8 STUTZ CT	31692	16	9
Residential	8 AUBURN CT	31722	24	9
Residential	5601 LOS PATIOS DR	126174	2	20
Residential	5518 LOS PATIOS DR	126076	21	7
Residential	5701 CARMEL CT	126122	11	12
Residential	1609 W MISSOURI AV	87596	10	15
Residential	2603 KESSLER AV	58898	12	8
Residential	5111 BELAIRE DR	93830	10	7
Residential	605 W KANSAS AV	25474	6	13
Residential	6016 HOMESTEAD BL	117578	8	10
Residential	707 N DALLAS ST	40198	13	11
Residential	402 E BROADWAY	32224	23	23
Residential	2412 W LOUISIANA AV	90082	11	5
Residential	5512 RIDGEMONT	33214	12	15
Residential	4407 BROOKDALE DR	89064	11	8
Residential	3606 PRINCETON AV	44632	18	4
Residential	5800 GREENRIDGE	32812	13	16
Residential	1403 MCDONALD ST	78050	16	14
Residential	310 S JACKSON ST	36004	17	10
Residential	5609 GREENRIDGE	32758	18	12
Residential	1907 WINDDRIFT	32726	10	9
Residential	4713 BEDFORD AV	85330	10	7
Residential	3202 W MICHIGAN AV	13112	10	8
Residential	409 SWEETBRIAR DR	93682	18	9
Residential	5212 STOREY AV	93884	11	8
Residential	4511 BROOKDALE DR	89034	12	7
Residential	4711A HARVARD AV	97158	14	10
Residential	4622 STOREY AV	93312	16	5
Residential	804 WAVERLY DR	62666	11	6
Residential	328 ROCKYLANE DR	91596	12	11
Residential	3625 SINCLAIR AV	83866	25	30

Residential	4605 RIC DR	93284	11	6
Residential	3705 GASTON DR	60484	18	14
Residential	3220 MARIANA AV	22198	6	13
Residential	2507 BRUNSON AV	18592	14	6
Residential	4013 ROOSEVELT DR	61678	12	6
Residential	4619 RIC DR	93270	15	9
Residential	2404 COLLEGE AV	18734	10	9
Residential	1206 CAMP ST	49570	10	7
Residential	502 S BENTWOOD DR	16310	11	7
Residential	4212 FAIRWOOD PL	110418	23	12
Residential	1204 S FT WORTH ST	73398	10	7
Residential	2710 DELANO AV	58760	8	14
Residential	310 OXFORD ST	57596	12	13
Residential	3113 KESSLER AV	22314	10	8
Residential	3715 MONTY DR	60428	12	6
Residential	4306 LEDDY DR	61798	14	6
Residential	5122 RIC DR	93974	12	12
Residential	4203 HARLOWE DR	61586	13	6
Residential	3203 HILL AV	21812	16	13
Residential	4419 LEDDY DR	93048	13	9
Residential	5211 GREATHOUSE AV	117626	7	11
Residential	5113 BELAIRE DR	93828	12	4
Residential	2305 W KENTUCKY AV	18888	21	3
Residential	4625 WOODHOLLOW DR	111642	8	10
Residential	4816 RANGEWOOD CT	111618	12	15
Residential	3118 ROOSEVELT AV	21940	15	0
Residential	4726 STOREY AV	93492	13	7
Residential	1909 S MAIN ST	14748	14	8
Residential	220 N EISENHOWER DR	93102	11	8
Residential	4824 W ILLINOIS AV	91970	10	7
Residential	1606 S COLORADO ST	14598	15	7
Residential	7900 GLASGOW DR	59126	17	9
Residential	3405 HILL AV	59560	19	18
Residential	4827 W ILLINOIS AV	91862	10	4
Residential	1205 S COLORADO ST	14250	11	8
Residential	108 N GLENWOOD DR	92250	12	10
Residential	3401 HILL AV	59556	10	10
Residential	5105 STOREY AV	91680	10	8
Residential	3226 SYCAMORE AV	21786	10	11
Residential	3902 ANETTA DR	62704	13	10
Residential	1912 GLADEWOOD DR	114706	10	0
Residential	4001 MONTY DR	61546	11	10
Residential	402 EDGEWOOD DR	93320	12	8
Residential	4401 MONTY DR	92914	6	14
Residential	104 N GLENWOOD DR	92246	11	8
Residential	5102 W ILLINOIS AV	91688	11	8
Residential	4818 SHADYLANE DR	91908	10	0

Residential	3409 PARK LN	59660	10	9
Residential	4405 TANNER DR	92852	11	5
Residential	101 N DEWBERRY DR	92294	15	11
Residential	5125 STOREY AV	91636	12	8
Residential	1513 S ATLANTA ST	74138	24	19
Residential	4515 ROOSEVELT DR	92738	11	10
Residential	4515 BENT TREE TR	35892	16	23
Residential	737 PINEHURST DR	68428	18	8
Residential	608 SOLOMON LN	68438	10	10
Residential	2829 AUBURN DR	88228	10	5
Residential	2821 DURANT DR	43302	14	11
Residential	2903 BLUEBIRD LN	82686	10	11
Residential	2909 EMERSON PL	25812	10	6
Residential	4505 LENNOX DR	72218	16	7
Residential	4500 STILLMEADOW DR	72196	13	10
Residential	401 E DORMARD AV	12554	10	7
Residential	2615 MAXWELL DR	28136	24	23
Residential	2829 STUTZ DR	88168	20	13
Residential	2807 STUTZ DR	88146	21	14
Residential	4832 RUSTIC TR	35376	22	21
Residential	6915 SUNRISE CT	35696	29	17
Residential	2407 EMERSON CT	55024	26	23
Residential	1302 BRIGHTON PL	69294	15	6
Residential	2409 STUTZ PL	31894	13	10
Residential	4915 BELLE GROVE CT	63594	6	15
Residential	4812 RICHMOND DR	64418	17	15
Residential	2216 WELLINGTON CT	64120	27	21
Residential	4113 TANFORAN AV	51032	24	31
Residential	5104 SHERWOOD DR	100944	8	11
Residential	2411 METZ PL	32092	11	9
Residential	2312 AUBURN PL	31962	10	19
Residential	4306 CRESTGATE AV	20866	11	10
Residential	4101 AMISTAD DR	53586	12	14
Residential	5223 BRAZOS AV	53862	8	10
Residential	1106 MAPLE AV	22574	13	8
Residential	206 E OAK AV	45564	12	7
Residential	402 W PECAN AV	98414	11	10
Residential	603 E ESTES AV	68290	10	7
Residential	1804 SPARKS ST	33822	23	11
Residential	14 HIALEAH DR	68512	23	20
Residential	808 PALOMINO	68788	11	10
Residential	2826 FRONTIER AV	79056	12	9
Residential	1102 E PINE AV	77450	19	13
Residential	2807 AUBURN DR	88206	8	11
Residential	4100 DYER CR	72466	37	25
Residential	5508 NEWCASTLE DR	64080	8	10
Residential	4508 WATSON CT	28700	11	10

Residential	5305 CHESLEY CT	35330	20	12
Residential	4905 ISLAND DR	35610	13	11
Residential	4817 RUSTIC TR	35596	14	25
Residential	4902 ISLAND DR	35550	12	8
Residential	4929 RUSTIC TR	35458	18	12
Residential	4811 RUSTIC TR	35590	38	22
Residential	4401 VERDE GLEN CT	35922	21	26
Residential	5308 SCOTTSBORO LN	35732	10	12
Residential	1328 TERRA CT	69238	16	4
Residential	2217 BRADFORD CT	64546	18	32
Residential	5001 MT VERNON CT	63956	18	19
Residential	407 MILLER CT	99676	8	21
Residential	2301 HERMITAGE CT	63734	9	12
Residential	5313 SHADY BEND CT	35744	22	12
Residential	4904 KING RICHARDS ROW	34330	12	5
Residential	4 CHURCHILL WAY	68542	32	21
Residential	33 SADDLE CLUB DR	68642	13	5
Residential	4006 TANFORAN AV	51268	13	14
Residential	1404 E PARKER AV	17746	10	5
Residential	3509 W SHANDON AV	41102	12	8
Residential	6404 DRIFTWOOD DR	34976	10	10
Residential	4473 HACKBERRY CT	34644	9	17
Residential	4 SUFFOLK DR	68610	16	10
Residential	3409 NORTHFIELD DR	80896	11	17
Residential	9 LAKES DR	68660	31	22
Residential	13 HIALEAH DR	68570	46	15
Residential	5009 HEATHER RD	69076	10	9
Residential	4902 KINGSBORO CT	48606	16	21
Residential	4904 CASTLEFORD RD	68956	19	7
Residential	3214 HAYNES DR	25948	14	11
Residential	3212 HAYNES DR	25946	13	9
Residential	3 FAIRFAX CT	28056	10	11
Residential	5313 LAVACA AV	54064	10	6
Residential	3700 CASSADY CT	80566	16	15
Residential	2201 HUMBLE AV	14932	15	6
Residential	1310 BRIGHTON PL	69302	20	15
Residential	2602 SUNBURST DR	11464	17	16
Residential	3707 BERMUDA CT	21160	12	9
Residential	3603 OAKRIDGE DR	21058	13	13
Residential	4313 BOULDER DR	71940	14	26
Residential	1604 E PINE AV	65766	10	9
Residential	4602 FLOYD CT	28470	9	11
Residential	4803 LOS ALAMITOS DR	69216	15	7
Residential	5218 RIO GRANDE DR	53660	14	11
Residential	1310 E GOLF COURSE RD	31574	19	12
Residential	1221 COTTONWOOD AV	47530	10	9
Residential	1902 N JACKSON ST	81352	10	6

Residential	2818 W DENGAR AV	78954	22	10
Residential	3616 PINEMONT DR	27778	11	14
Residential	804 W GOLF COURSE RD	39998	24	22
Residential	1903 ENGLISH DR	81626	10	8
Residential	906 PINE CT	39104	10	9
Residential	1331 TERRA CT	69260	15	11
Residential	4513 LANHAM ST	11090	11	3
Residential	4405 DALTON DR	15456	17	18
Residential	3900 CRESTLINE AV	20730	27	21
Residential	307 E OAK AV	45656	13	11
Residential	3400 MILLBROOK PL	80684	21	9
Residential	3702 FAIRHAVEN CT	27034	14	4
Residential	5504 SAN SABA CT	112534	11	9
Residential	3212 CIMMARON AV	41808	12	8
Residential	309 E GOLF COURSE RD	45108	13	10
Residential	3607 JORDAN AV	84496	19	6
Residential	1603 STANOLIND AV	11854	23	27
Residential	2503 TERRACE AV	29612	13	13
Residential	6947 SUNRISE CT	35712	15	15
Residential	6943 SUNRISE CT	35710	19	20
Residential	7001 ALMEY CT	35810	9	13
Residential	7000 COURTNEY CT	35812	13	10
Residential	4945 RUSTIC TR	35442	19	16
Residential	5002 SHERWOOD DR	34450	16	10
Residential	5006 SHERWOOD DR	34446	9	14
Residential	2215 WELLINGTON CT	64162	14	14
Residential	4300 LANHAM ST	90348	16	9
Residential	2511 FAIRVIEW LN	63670	4	14
Residential	2808 SAND HILL CR	82798	28	12
Residential	2307 HERMITAGE CT	63740	11	6
Residential	5000 WHITMAN DR	64022	14	3
Residential	4001 CRESTRIDGE DR	20894	30	23
Residential	4503 AMISTAD DR	53208	10	5
Residential	5 REO CT	43720	10	5
Residential	2312 HUMBLE AV	94836	21	15
Residential	900 NEELY AV	39096	10	9
Residential	3311 WINDSOR DR	64956	11	9
Residential	2743 RACQUET CLUB DR	65304	23	20
Residential	3610 SINCLAIR AV	83966	12	14
Residential	2204 ABBEY PL	96210	10	11
Residential	2103 WHITNEY DR	47884	22	19
Residential	2003 SHELL AV	83628	34	24
Residential	1909 HUNTINGTON ST	44806	21	12
Residential	3317 W CUTHBERT AV	80314	12	9
Residential	2913 REBEL DR	84308	10	7
Residential	2519 SEABOARD AV	37640	10	14
Residential	3519 SEABOARD AV	18112	1	10

Residential	1513 DOUGLAS AV	82262	36	18
Residential	1601 HODGES ST	82536	4	15
Residential	2611 MAXWELL DR	28132	12	7
Residential	2014 SINCLAIR AV	14926	18	16
Residential	2604 N L ST	89660	3	11
Residential	3623 W WADLEY AV	84540	21	3
Residential	3515 HYDE PARK AV	41286	42	11
Residential	5707 CROWLEY BL	32878	10	8
Residential	4117 HARLOWE DR	61522	11	11
Residential	4105 COMPTON DR	72432	16	13
Residential	1715 E PECAN AV	66132	21	14
Residential	1402 W TENNESSEE AV	88428	5	11
Residential	3200 W LOUISIANA AV	13070	17	19
Residential	3600 STOREY AV	15652	22	7
Residential	1406 S FT WORTH ST	73738	10	7
Residential	1107 E CALIFORNIA AV	57878	21	0
Residential	3106 FRANKLIN AV	21656	11	8
Residential	1506 BELMONT ST	14556	15	9
Residential	4703 LAURA DR	14072	10	7
Residential	4720 LAURA DR	14096	14	16
Residential	2800 KESSLER AV	58972	12	14
Residential	3516 W OHIO AV	23434	9	11
Residential	4321 STOREY AV	23606	8	12
Residential	4719 BOWIE DR	13896	10	8
Residential	2805 BARKLEY AV	58984	22	20
Residential	4404 STOREY AV	93228	17	7
Residential	3602 W MICHIGAN AV	57464	14	9
Residential	1907 W INDIANA AV	87608	10	4
Residential	3511 W MICHIGAN AV	23416	10	11
Residential	911 GOLIAD DR	13964	14	13
Residential	3411 CUNNINGHAM DR	59710	12	10
Residential	3306 TRAVIS AV	59730	11	11
Residential	1515 S MARSHALL ST	74070	12	10
Residential	100 HOWARD DR	61028	12	0
Residential	101 CANYON DR	61066	15	5
Residential	107 S GLENWOOD DR	92210	11	8
Residential	607 BROOKS DR	61116	12	8
Residential	2713 FRANKLIN AV	58270	9	10
Residential	1517 S BAIRD ST	73806	10	9
Residential	1105 W INDIANA AV	86748	10	9
Residential	1802 W MISSOURI AV	87498	27	20
Residential	1106 W WASHINGTON AV	87074	30	11
Residential	4601 MERCEDES DR	92588	11	8
Residential	4714 THOMASON DR	92192	9	11
Residential	1408 COLLEGE AV	86800	12	7
Residential	2510 W KENTUCKY AV	18782	13	2
Residential	1408 W WASHINGTON AV	87140	11	8

Residential	2715 DELANO AV	58614	12	11
Residential	1706 COLLEGE AV	87714	10	4
Residential	111 W PENNSYLVANIA AV	75630	14	11
Residential	702 S BAIRD ST	75638	16	7
Residential	303 OXFORD ST	57606	9	10
Residential	4716 RIC DR	93382	17	17
Residential	4604 STOREY AV	93294	9	12
Residential	4707 RIC DR	93426	12	7
Residential	1604 W KENTUCKY AV	86846	14	5
Residential	1401 HOLLOWAY AV	86790	0	24
Residential	3808 TANNER DR	60510	16	15
Residential	203 PEACH ST	22386	14	12
Residential	3400 LIMESTONE LN	118982	9	11
Residential	500 BROWNWOOD DR	16334	11	9
Residential	506 PARKWOOD DR	16280	12	10
Residential	108 W ESTES AV	111748	23	12
Residential	4606 WOODHOLLOW DR	111644	13	28
Residential	4812 RANGEWOOD CT	111598	4	16
Residential	1217 MEADOW DR	17258	12	10
Residential	8000 DUNBLANE DR	59202	18	10
Residential	8012 DUNBLANE DR	59200	82	25
Residential	8200 DUNBLANE DR	59194	10	10
Residential	7912 EDINBURGH DR	59164	10	10
Residential	5108 ANETTA DR	114574	10	2
Residential	4609 CHEROKEE DR	17094	4	12
Residential	204 DONALD ST	102342	16	14
Residential	5212 GREATHOUSE AV	117958	17	10
Residential	4310 ANETTA DR	63314	12	10
Residential	4503 IRWIN CT	28682	12	17
Residential	4505 IRWIN CT	28680	10	9
Residential	4804 WOODHOLLOW DR	111692	10	4
Residential	24 SADDLE CLUB DR	68538	19	13
Residential	1700 CAMP ST	44876	10	10
Residential	2302 CHRETIEN PL	63480	30	11
Residential	6213 HOMESTEAD BLVD	126644	17	9
Residential	6301 HOMESTEAD BLVD	126648	10	20
Residential	4801 ROSEWOOD DR	15956	11	9
Residential	2403 METZ PL	32084	12	8
Residential	401 NICKLAUS ST	28542	12	10
Residential	3604 APOLLO CT	21076	11	11
Residential	1608 NEELY AV	89650	15	9
Residential	2824 W SHANDON AV	29786	11	1
Residential	4008 SPRINGFIELD CT	81238	18	10
Residential	3900 EDGEBROOK CT	51148	30	18
Residential	4907 TIMBER CT	21186	11	11
Residential	3610 BERMUDA CT	21232	15	14
Residential	4905 PURPLE SAGE CV	82778	11	11

Residential	804 CANONERO	68764	11	11
Residential	2214 WARD ST	37662	11	12
Residential	3330 W DENGAR AV	40922	10	7
Residential	5500 KINGSTON DR	64096	12	10
Residential	5002 CANTERBURY DR	64518	19	15
Residential	1902 COLEMAN CT	30850	15	14
Residential	5001 THAMES CT	64598	12	16
Residential	2407 NORTHTOWN CT	55056	20	19
Residential	2800 EMERSON LN	25666	16	14
Residential	4700 ROSEWOOD DR	16016	17	15
Residential	3400 MARBLE LN	120550	10	12
Residential	705 W PINE AV	80018	15	20
Residential	5004 HEATHER RD	69036	22	16
Residential	603 W NOBLES AV	21526	16	10
Residential	5502 STERLING CT	33432	13	17
Residential	1603 N K ST	82450	28	17
Residential	2504 CONCORD AV	40566	23	9
Residential	611 W CUTHBERT AV	25522	12	8
Residential	5402 GRASSLAND BL	33330	9	12
Residential	5812 DEVLIN PL	33684	18	15
Residential	3402 STOREY AV	80360	14	8
Residential	2609 CALDERA DR	82894	13	11
Residential	2403 CASTLEFORD RD	63826	11	6
Residential	5012 KING RICHARDS ROW	34312	3	10
Residential	5105 KING RICHARDS ROW	34262	12	11
Residential	5111 KING RICHARDS ROW	34266	12	14
Residential	810 CANONERO	68770	16	10
Residential	4707 MELVILLE DR	90414	13	9
Residential	4709 ERIE DR	90782	14	11
Residential	1203 S FT WORTH ST	73470	10	6
Residential	1204 STOREY AV	54664	22	10
Residential	5404 HILLCREST CT	33028	10	15
Residential	801 W MICHIGAN AV	38156	19	7
Residential	500 S DALLAS ST	74998	2	11
Residential	600 S LORAIN ST	105138	11	5
Residential	1404 W KENTUCKY AV	86886	11	9
Residential	5701 HEARTLAND AV	33128	17	19
Residential	1925 CENTERVIEW	32782	13	13
Residential	1808 W MICHIGAN AV	88092	18	21
Residential	1907 CENTERVIEW	32792	10	7
Residential	4306 MONTY DR	61888	10	8
Residential	902 W KENTUCKY AV	86992	10	7
Residential	2605 W ILLINOIS AV	58854	17	16
Residential	408 S MINEOLA ST	75170	4	10
Residential	1204 W MICHIGAN AV	54512	11	6
Residential	1408 W KANSAS AV	54628	14	9
Residential	6206 HOMESTEAD BLVD	125760	11	1

Residential	701 AUSTIN ST	23016	14	13
Residential	701 N MIDKIFF RD	22998	17	6
Residential	3301 BAUMANN AV	23232	12	9
Residential	700 AUSTIN ST	23000	9	10
Residential	1400 COMMUNITY LN	26278	16	15
Residential	1705 S MARSHALL ST	74334	16	6
Residential	1703 HARRISON ST	74192	14	9
Residential	1204 LAWSON AV	44058	67	24
Residential	4301 LEHIGH DR	72782	27	24
Residential	4606 TANFORAN AV	34036	18	22
Residential	2304 SINCLAIR AV	77150	42	20
Residential	1107 CONNELL ST	49542	14	14
Residential	1311 S MARSHALL ST	73626	14	9
Residential	4708 ANETTA DR	88936	13	9
Residential	905 S DALLAS ST	76114	12	8
Residential	212 N LINCOLN ST	24820	14	12
Residential	1406 S MINEOLA ST	73526	26	18
Residential	1000 S DALLAS ST	76178	6	13
Residential	6 SANTA ANITA LN	68504	19	6
Residential	4300 GLENEAGLES DR	55618	12	7
Residential	3602 WEDGWOOD ST	80654	10	19
Residential	3806 FAIRHAVEN CT	27062	9	11
Residential	5420 BASSWOOD CR	34768	11	45
Residential	801 PALOMINO	68778	15	4
Residential	4903 RUSTIC TR	35482	12	9
Residential	3406 TRINITY MEADOWS DR	80812	18	12
Residential	204 E PINE AV	45840	10	8
Residential	4107 BOULDER DR	72098	40	10
Residential	2206 WYDEWOOD DR	96072	11	6
Residential	4901 PURPLE SAGE CV	82782	12	6
Residential	2907 BLUEBIRD LN	82682	10	7
Residential	4403 LENNOX DR	72296	23	13
Residential	2509 CULPEPER DR	28194	20	18
Residential	1610 N C ST	18462	14	10
Residential	1905 N GARFIELD ST	33844	11	11
Residential	1813 DUKES DR	64478	10	5
Residential	2809 SAND HILL CR	82816	29	16
Residential	1212 E HAMBY AV	16406	18	16
Residential	2000 N L ST	83676	23	19
Residential	4315 NELSON RD	84934	13	11
Residential	3515 W SHANDON AV	41108	10	10
Residential	1200 E COWDEN AV	31306	14	13
Residential	1010 W KANSAS AV	38356	2	12
Residential	2903 PRINCETON AV	58070	11	10
Residential	5504 RIO GRANDE AV	113068	13	11
Residential	5405 RIO GRANDE AV	113044	10	6
Residential	3501 EDGEMONT DR	27586	16	16

Residential	2002 WINFIELD RD	83664	24	15
Residential	1506 BUTTERNUT LN	81774	10	9
Residential	2408 W DENGAR AV	29522	14	6
Residential	2107 N PECOS ST	52934	16	7
Residential	3206 W MICHIGAN AV	13116	23	5
Residential	4210 GREENBRIAR DR	84818	18	10
Residential	2209 BEDFORD DR	82032	11	7
Residential	3502 LOCKHEED AV	44648	15	16
Residential	1210 W MISSOURI AV	86550	25	8
Residential	1202 COUNTRY CLUB DR	54748	11	9
Residential	1602 BEDFORD DR	65716	12	17
Residential	607 N MARIENFELD ST	40358	15	14
Residential	1702 STOREY AV	32360	25	4
Residential	5403 HEARTLAND CT	32994	10	8
Residential	3708 MARK LN	26956	9	10
Residential	1927 MORGAN WAY	81596	13	4
Residential	5403 SAN SABA CT	113020	23	24
Residential	4009 FOX HOLLOW CT	81236	10	3
Residential	4123 FOX HOLLOW CT	81168	4	16
Residential	503 EUGENE AV	20046	14	12
Residential	2001 STANOLIND AV	83728	12	7
Residential	710 SINCLAIR AV	52952	7	10
Residential	4806 CLAYTON CT	27700	11	12
Residential	2608 TERRACE AV	29648	15	6
Residential	1701 LEXINGTON ST	40582	15	11
Residential	107 W NOBLES AV	38542	11	7
Residential	2007 BOYD AV	83598	7	11
Residential	2915 W LOUISIANA AV	30388	16	15
Residential	2605 FRONTIER AV	29304	15	6
Residential	2003 WARD ST	88712	10	10
Residential	1602 N C ST	18470	12	8
Residential	5220 BRAZOS AV	53872	10	8
Residential	206 E DORMARD AV	12626	11	7
Residential	4 REO CT	43722	32	12
Residential	3206 REO DR	43712	12	7
Residential	5025 MIRA VISTA CR	49862	26	25
Residential	717 DORAL CT	68458	21	7
Residential	702 PINEHURST DR	68468	44	22
Residential	4025 ANGELINA DR	102798	11	4
Residential	3514 CAMARIE AV	41166	17	9
Residential	3532 IMPERIAL AV	41258	17	13
Residential	1404 MOGFORD ST	23784	15	19
Residential	201 WINDRIDGE CR	107776	4	11
Residential	116 CEDAR AV	94764	16	11
Residential	1105 CASTLEFORD RD	68946	17	15
Residential	4908 LANCASHIRE RD	69098	6	17
Residential	3503 CAMARIE AV	41148	12	10

Residential	4709 TEAKWOOD TRCE	34902	18	11
Residential	4606 TEAKWOOD TRCE	34608	14	2
Residential	4513 TEAKWOOD TRCE	34920	12	9
Residential	13 SUFFOLK DR	68590	11	12
Residential	6 SADDLE CLUB DR	68488	15	13
Residential	400 SPRINGWOOD CT	48372	23	14
Residential	4533 CORSAIR CT	35678	10	7
Residential	5317 SHADY BEND CT	35746	19	5
Residential	4551 SHADY OAK CT	34566	19	12
Residential	124 BLACKBERRY CT	50962	13	17
Residential	25 LAKES DR	68692	53	24
Residential	5105 GREEN TREE BL	35142	12	10
Residential	5002 LOS ALAMITOS DR	69090	14	4
Residential	4904 HEATHER RD	69046	17	10
Residential	609 MEADOWPARK DR	48530	22	11
Residential	4828 SPRING MEADOW LN	48526	2	10
Residential	5004 STONELEIGH DR	64602	18	15
Residential	1802 DEVONSHIRE CT	64408	18	15
Residential	4966 RUSTIC TR	35272	15	10
Residential	1205 HARVARD AV	13674	18	9
Residential	1110 E JAX AV	16448	16	7
Residential	4975 RUSTIC TR	35414	16	8
Residential	5002 MONTICELLO CT	63542	8	13
Residential	304 E CLOUD AV	78830	16	13
Residential	3005 MEADOWBROOK DR	26024	11	7
Residential	4500 PARKHURST DR	72226	12	9
Residential	5140 ASHDOWN PL	68846	10	10
Residential	4010 CRESTGATE AV	20926	12	11
Residential	2809 W DENGAR AV	78982	10	5
Residential	2824 W DENGAR AV	78948	16	13
Residential	3201 CIMMARON AV	41822	19	1
Residential	3317 STEWART AV	40928	10	7
Residential	3400 CRESTMONT DR	27424	16	8
Residential	415 NEELY AV	43094	5	10
Residential	4311 SENTINEL AV	13586	10	10
Residential	5106 TEAKWOOD TRCE	34812	12	6
Residential	312 E DORMARD AV	12578	25	16
Residential	2309 CULPEPER DR	28274	13	16
Residential	2507 MAXWELL DR	28114	13	9
Residential	4414 CHERRYWOOD DR	15848	23	8
Residential	4616 ROSEWOOD DR	15932	6	15
Residential	2604 EMERSON DR	54912	10	4
Residential	2305 MAXWELL DR	28162	15	7
Residential	416 E PINE AV	45768	14	8
Residential	305 E CLOUD AV	78840	15	12
Residential	2807 EMERSON LN	25686	19	16
Residential	2826 EMERSON PL	25694	15	9

Residential	2905 EMERSON PL	25816	10	6
Residential	4505 STILLMEADOW DR	72202	14	13
Residential	3006 MEADOWBROOK DR	26012	12	12
Residential	4501 WESTMINISTER DR	72182	18	9
Residential	403 E SHANDON AV	12470	10	5
Residential	1608 WINFIELD RD	11788	17	6
Residential	3406 TRINITY DR	80678	26	10
Residential	3000 RACQUET CLUB DR	31076	8	10
Residential	2409 MAXWELL DR	28144	12	11
Residential	1922 E PECAN AV	19212	30	24
Residential	412 E PINE AV	45764	11	10
Residential	4207 BOULDER DR	72090	16	13
Residential	307 E PINE AV	45948	13	11
Residential	2108 N I ST	79170	29	17
Residential	3504 CAMARIE AV	41156	3	20
Residential	1207 E OAK AV	43782	13	9
Residential	404 W SPRUCE AV	42906	13	13
Residential	1113 COTTONWOOD AV	47360	17	10
Residential	5519 SAN SABA AV	120286	17	12
Residential	2206 WHITNEY DR	47956	15	15
Residential	3106 SHELL AV	47766	11	8
Residential	3110 HUMBLE AV	47814	12	4
Residential	3103 HUMBLE AV	47794	27	17
Residential	4609 BREEZEWAY CT	35948	19	21
Residential	3101 PALO VERDE GLEN	117500	12	12
Residential	4232 TIMBERGLEN PL	119826	25	27
Residential	5104 HILLTOP DR	122618	11	12
Residential	4801 ANETTA DR	114814	13	10
Residential	4809 ANETTA DR	114822	10	7
Residential	707 S DALLAS ST	75726	9	20
Residential	5200 MATHIS ST	123038	15	8
Residential	5107 ANETTA DR	116362	18	11
Residential	802 ALMONT PL	123314	21	11
Residential	5001 WOODHOLLOW DR	119074	16	8
Residential	5207 WIMBERLEY SPRING CT	127182	6	11
Residential	5204 WIMBERLEY SPRING CT	123010	12	11
Residential	3103 SHELL AV	47734	14	11
Residential	5206 ANETTA DR	116320	10	7
Residential	4011 TANFORAN AV	51022	23	18
Residential	320 CAROL LN	53046	14	10
Residential	1200 N MAIN ST	4614	18	3
Residential	1606 W TENNESSEE AV	32216	12	7
Residential	709 LANHAM ST	90100	13	3
Residential	3117 W LOUISIANA AV	30296	6	13
Residential	3504 FAIRMOUNT DR	62880	12	11
Residential	100 S BENTWOOD DR	100286	10	6
Residential	3215 W MICHIGAN AV	13176	13	10

Residential	508 BECKLEY DR	61430	10	11
Residential	4614 ANETTA DR	88962	11	9
Residential	1704 COLLEGE AV	87716	10	7
Residential	307 E WOLCOTT AV	15382	10	7
Residential	115 S GLENWOOD DR	92202	11	8
Residential	101 THORNRIDGE DR	91816	14	13
Residential	4500 PARKDALE DR	90878	9	14
Residential	613 RUBY DR	61210	13	13
Residential	4007 ROOSEVELT DR	61684	10	6
Residential	305 E CALIFORNIA AV	75674	21	30
Residential	1704 W KENTUCKY AV	87848	15	11
Residential	4301 PLEASANT DR	63236	16	23
Residential	4500 PLEASANT DR	89272	18	16
Residential	4601 ANETTA DR	88892	11	12
Residential	3416 W LOUISIANA AV	23214	11	4
Residential	3206 W OHIO AV	13156	13	13
Residential	107 N GLENWOOD DR	92088	11	4
Residential	1511 S JEFFERSON ST	74118	11	8
Residential	4614 CROCKETT AV	13940	24	26
Residential	4716 BOWIE DR	14036	7	10
Residential	1808 W ILLINOIS AV	88044	11	5
Residential	3103 W LOUISIANA AV	30282	11	15
Residential	1518 PUEBLO	79460	11	8
Residential	4605 CRENSHAW DR	28402	10	8
Residential	1307 TERRA CT	69284	10	6
Residential	1307 BRIGHTON PL	69228	12	4
Residential	2902 ARROWHEAD TR	82720	23	16
Residential	2302 AUBURN PL	31952	20	19
Residential	1806 DEVONSHIRE CT	64412	13	13
Residential	2600 KESWICK CV	82958	12	4
Residential	5002 WHITMAN DR	64020	14	16
Residential	1314 BRIGHTON PL	69306	9	24
Residential	2308 HERMITAGE CT	63642	8	14
Residential	4902 SPY GLASS CR	82844	11	12
Residential	909 N LAMESA RD	102660	16	11
Residential	4549 SHADY OAK CT	34568	24	26
Residential	4821 RICHMOND DR	64344	11	13
Residential	4902 LANCASHIRE RD	69104	15	13
Residential	5005 POLO PARKWAY	64496	29	22
Residential	5101 DAVENTRY PL	68870	18	25
Residential	4903 CANTERBURY DR	64368	17	12
Residential	4105 CARDINAL LN	21432	10	7
Residential	4023 ANGELINA DR	102800	11	4
Residential	1713 COVENTRY LN	64276	15	14
Residential	4508 CRENSHAW DR	28606	14	7
Residential	2901 W GOLF COURSE RD	71484	3	10
Residential	1406 W KENTUCKY AV	86884	20	15

Residential	4110 HARLOWE DR	61662	14	14
Residential	113 RIDGLEA DR	67962	11	8
Residential	1008 W WASHINGTON AV	87050	16	0
Residential	2212 PRINCETON AV	82166	15	8
Residential	1418 LANHAM ST	42696	4	15
Residential	3213 SENTINEL DR	71724	11	14
Residential	5700 HILLCREST PL	33500	14	9
Residential	1001 N LORAIN ST	66978	22	19
Residential	927 N BAIRD ST	66872	10	6
Residential	507 W CUTHBERT AV	25570	10	8
Residential	1405 BOEING DR	71732	10	10
Residential	4605 BROOKDALE DR	88994	11	8
Residential	4607 BROOKDALE DR	88992	10	7
Residential	3316 BEDFORD AV	44226	11	13
Residential	3404 BEDFORD AV	44324	10	10
Residential	1802 HEREFORD BL	32706	8	18
Residential	2200 HARVARD AV	82118	16	8
Residential	3204 BOYD AV	47670	16	6
Residential	111 RIDGLEA DR	67964	23	1
Residential	1011 N LORAIN ST	66968	12	10
Residential	1208 HARVARD AV	13726	10	9
Residential	5806 CRANSTON PL	33718	14	16
Residential	4316 TANNER DR	61982	12	11
Residential	1910 W KENTUCKY AV	87816	14	12
Residential	3500 THOMAS AV	59300	10	7
Residential	503 MISSISSIPPI AV	25206	16	12
Residential	1000 N TERRELL ST	39862	13	11
Residential	1410 AINSLEE ST	52682	8	13
Residential	1111 AINSLEE ST	70150	24	25
Residential	1109 MOGFORD ST	70120	6	11
Residential	2500 HARVARD AV	42520	12	12
Residential	1001 STOREY AV	38350	17	9
Residential	707 UPLAND ST	23054	2	15
Residential	725 SPRABERRY DR	62378	10	10
Residential	3701 CRESTMONT DR	27446	10	10
Residential	1007 STANOLIND AV	22906	5	12
Residential	1314 E PARKER AV	17724	15	12
Residential	3313 STEWART AV	40932	10	8
Residential	3301 DENTCREST DR	27332	12	10
Residential	3245 PRESTON DR	95130	15	12
Residential	504 EUGENE AV	19992	15	2
Residential	2808 W DENGAR AV	78964	18	16
Residential	4017 TRINITY CT	81106	12	4
Residential	2818 CIMMARON AV	79008	15	15
Residential	3604 EDMONT DR	27500	10	7
Residential	2406 TERRACE AV	29232	21	3
Residential	1400 MABERRY ST	48302	34	13

Residential	2200 BEDFORD DR	82070	18	11
Residential	2801 CIMMARON AV	79028	11	10
Residential	801 STANOLIND AV	22888	13	4
Residential	3402 CANEMONT DR	27288	11	15
Residential	3214 CIMMARON AV	41806	10	7
Residential	4205 FERNCLIFF AV	84890	15	12
Residential	2500 CONCORD AV	40570	12	12
Residential	3100 STANOLIND AV	47928	10	9
Residential	5611 CAMDEN	32584	11	11
Residential	1316 E COWDEN AV	23862	10	8
Residential	2 WINCHESTER	28302	15	12
Residential	2411 W WADLEY AV	29402	9	10
Residential	1204 MAGNOLIA AV	22682	13	8
Residential	100 W SHANDON AV	12434	16	7
Residential	6215 SEQUOIA DR	35012	13	10
Residential	4801 OAKWOOD CT	35216	15	6
Residential	2901 SAND HILL CR	82764	15	9
Residential	2912 GODDARD PL	25870	14	11
Residential	3215 HIGHSKY DR	84584	10	10
Residential	3313 CRESTMONT DR	27534	11	23
Residential	1417 SPARKS ST	52644	24	7
Residential	6204 ORIOLE CT	35228	5	10
Residential	3204 STUTZ DR	43612	11	8
Residential	5006 QUARTZ LN	115814	24	30
Residential	4401 KERI CT	15506	10	9
Residential	3708 CARDINAL LN	466	22	12
Residential	3809 CRESTRIDGE DR	20788	25	18
Residential	2607 EMERSON DR	54864	4	13
Residential	2400 N PECOS ST	43106	10	4
School	805 ELK AV	18388	11	13
School	301 E DORMARD AV	99228	8	11
School	1011 AUSTIN ST	44210	11	9
School	3600 N GARFIELD ST	4460	45	11
School	909 BONHAM ST	99102	13	19
School	5306 WHITMAN DR	396	10	0
School	4200 CEDAR SPRING DR	99058	10	37
School	200 W DAKOTA AV	99300	6	10
School	2000 W LOUISIANA AV	99030	15	7
School	2500 HAYNES DR	99196	24	34
School	2800 MOSS AV	99192	18	11
School	3405 GODFREY ST	101406	11	0
School	1206 W ILLINOIS AV	99020	8	13
School	1009 AUSTIN ST	44208	8	11
School	1709 NORTHRUP DR	32682	18	11
School	2400 FANNIN AV	4532	10	9
School	2601 WEDGWOOD ST	99144	12	49
School	1400 N N ST	99214	42	20

School	5107 GREATHOUSE AV	99186	23	39
School	3001 N A ST	98348	25	9
School	1700 MAGNOLIA AV	66282	8	12
School	2115 HEREFORD BL	99132	0	21
School	900 RAYMOND RD	99066	66	17
School	3500 NEELY AV	99160	84	21
School	3201 HERITAGE BLVD	33170	28	25
School	1600 E GOLF COURSE RD	99252	12	21
School	900 E GIST AV	99282	10	16
School	401 E PARKER AV	99258	10	12
School	3200 W CUTHBERT AV	80158	5	13
School	3800 STOREY AV	99104	19	18
Vacant	200 S JEFFERSON ST	56864	16	6
Vacant	1901 S MAIN ST	14740	28	14
Vacant	5905 FRIAR TUCK CT	34240	8	10
Vacant	3003 VERMONT AV	125076	17	2
Vacant	3002 VERMONT AV	125082	17	2
Vacant	1402 GARDEN LN	24084	14	13
Vacant	6101 N HWY 349	99656	19	8
Vacant	1302 CONNELL ST	37856	10	0
Vacant	1707 CHECOTAH	79714	10	12
Vacant	1105 E CUTHBERT AV	31172	10	7
Vacant	208 S FT WORTH ST	56942	11	9
Vacant	104 E NOBLES AV	64750	7	14
Vacant	3009 VERMONT AV	125070	17	2
Vacant	901 ALMONT PL	125220	12	8
Vacant	6300 SHAWNEE	123352	8	13
Vacant	6308 HAYWOOD DR	126662	22	20
Vacant	5712 CARMEL CT	127008	17	10
Vacant	4708 KIOWA DR	17118	8	10
Vacant	1701 MAGNOLIA AV	112270	10	8
Vacant	1205 MCKENZIE ST	49574	12	6
Vacant	3007 VERMONT AV	125072	17	2
Vacant	2911 CALDERA BL	126206	2	20
Vacant	4508 COYOTE TR	125546	22	24
Vacant	6325 HAYWOOD DR	126710	14	9
Vacant	407 SPRINGWOOD CT	48380	19	16
Vacant	6229 PRAIRIE RIDGE DR	126676	9	14
Vacant	1719 S JEFFERSON ST	74278	11	9
Vacant	1101 W DAKOTA AV	49374	10	11
Vacant	1103 W DAKOTA AV	49376	10	11
Vacant	1314 E DORMARD AV	77588	19	17
Vacant	3214 SOUTHRIDGE CT	122886	11	7
Vacant	1301 CAMP ST	37860	10	0
Vacant	3011 VERMONT AV	125068	17	2
Vacant	3005 VERMONT AV	125074	17	2
Vacant	3006 VERMONT AV	125086	17	2

Vacant	3010 VERMONT AV	125090	17	0
Vacant	6321 HAYWOOD DR	126712	14	1
Vacant	5711 SAN SABA AV	129672	24	20
Vacant	1322 E DORMARD AV	77580	14	13
Vacant	1104 W NEW JERSEY AV	49384	14	11
Vacant	3204 BAYBRIDGE CT	122870	24	21
Vacant	3210 SOUTHRIDGE CT	122882	19	16
Vacant	3000 VERMONT AV	125080	17	2
Vacant	805 S WEATHERFORD ST	75876	12	11
Vacant	2 LAKES DR	68646	18	14
Vacant	3000 BAYBRIDGE CT	122914	11	8
Vacant	911 S MAIN ST	104674	5	10
Vacant	63 LAFAYETTE PL	98180	18	14
Vacant	3013 VERMONT AV	125066	17	2
Vacant	2903 SAVOY PL	128198	24	21
Vacant	203 S MADISON ST	51898	10	10
Vacant	5904 FRIAR TUCK CT	34244	8	10
Vacant	5906 FRIAR TUCK CT	34242	8	10
Vacant	1312 E DORMARD AV	77590	26	21
Vacant	3111 SOUTHRIDGE CT	122474	19	19
Vacant	1320 E DORMARD AV	77582	14	13
Vacant	1404 VENTNOR AV	126880	1	21
Vacant	3001 VERMONT AV	125078	17	2
Vacant	904 ALMONT PL	124716	11	10
Vacant	906 ALMONT PL	124830	11	4
Vacant	6316 HAYWOOD DR	126658	6	20
Vacant	3003 RACQUET CLUB DR	31118	21	20
Vacant	3912 COYOTE TR	125170	8	12
Vacant	5307 MATHIS ST	127478	12	8
Vacant	5033 MIRA VISTA CR	49858	15	18
Vacant	5601 CAMDEN	32594	10	5
Vacant	5600 LEAGUE DR	32438	24	27
Vacant	2100 MOCKINGBIRD LN	658	14	13
Vacant	3104 SOUTHRIDGE CT	122958	18	18
Vacant	1308 E DORMARD AV	77594	26	21
Vacant	2201 CIMMARON DR	19388	15	15
Vacant	302 S MARSHALL ST	75228	20	10
Vacant	3008 VERMONT AV	125088	17	0
Vacant	3012 VERMONT AV	125092	17	0
Vacant	1417 PACIFIC AV	126896	2	12
Vacant	913 ALMONT PL	124650	17	7
Vacant	911 ALMONT PL	124708	15	7
Vacant	6304 HAYWOOD DR	126664	22	20
Vacant	3209 BOARDWALK	126820	13	4
Vacant	5713 SAN SABA AV	129674	24	20
Vacant	1307 LYNN AV	81282	12	10
Vacant	1310 E DORMARD AV	77592	26	21

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TYPE	ADDRESS	LOC_ID	JAN	FEB
Apartment	4301 RALEIGH CT	72678	216	96
Apartment	4331 W DENGAR AV	84806	81	103
Apartment	4303 LOCKHEED AV	13632	80	79
Apartment	4201 N GARFIELD ST	54958	186	158
Apartment	605 WATSON ST	21452	33	24
Apartment	700 W SCHARBAUER DR	4574	360	299
Apartment	405 SUNSET ST	30656	49	74
Apartment	5010 W LOOP 250 N	100722	646	658
Apartment	4700 POLO PARKWAY	64250	957	875
Apartment	4201 ANDREWS HWY	13664	208	205
Apartment	4715 W WADLEY AV	95226	690	794
Apartment	2408 FAULKNER DR	63838	35	37
Apartment	2601 N A ST	39100	433	593
Apartment	2613 N MIDLAND DR	70720	347	390
Apartment	2910 W MICHIGAN AV	30784	122	61
Apartment	407 HUMBLE AV	19956	42	34
Apartment	1101 N CARRIZO ST	21548	88	57
Apartment	3600 N MIDLAND DR	55668	744	743
Apartment	405 N CARRIZO ST	40536	143	82
Apartment	712 W MICHIGAN AV	40414	58	39
Apartment	500 N COLORADO ST	40478	222	129
Apartment	3600 CALDERA BL	20946	242	256
Apartment	5216 TREMONT AV	27980	855	862
Apartment	2200 N PECOS ST	43168	240	221
Apartment	501 W ESTES AV	20456	308	209
Apartment	3329 W WADLEY AV	41086	1041	813
Apartment	5101 N A ST	68804	973	947
Apartment	600 WATSON ST	21456	48	32
Apartment	1902 N MIDLAND DR	11290	1135	1089
Apartment	3003 W LOUISIANA AV	30778	75	77
Apartment	2433 WHITMIRE BL	90280	187	292
Apartment	3012 W MICHIGAN AV	30790	67	51
Apartment	5100 N A ST	48626	162	161
Apartment	405 HUMBLE AV	19954	35	20
Apartment	508 E PARKER AV	16628	111	87
Apartment	2929 W KANSAS AV	30374	129	123
Apartment	1601 N MIDKIFF RD	4668	205	179
Apartment	4400 ANDREWS HWY	55694	253	294
Apartment	3609 CALDERA BL	102858	335	385
Apartment	415 W SCHARBAUER DR	43174	443	436
Apartment	1904 N MIDLAND DR	66862	245	242
Apartment	4405 N GARFIELD ST	42576	693	642
Apartment	2900 W ILLINOIS AV	79210	171	254
Apartment	2300 N A ST	53074	401	281
Apartment	2301 N PECOS ST	53072	257	222

Apartment	2600 W LOOP 250 N	90350	752	652
Apartment	1710 N A ST	52838	430	388
Apartment	5244 W LOOP 250 N	100698	414	340
Apartment	1801 N MIDLAND DR	55692	9149	165
Apartment	2208 N LOOP 250 WEST	81116	58	67
Apartment	3310 BEDFORD AV	48832	100	91
Apartment	501 W COWDEN AV	20408	201	83
Apartment	500 W TENNESSEE AV	99348	66	39
Apartment	710 S BIG SPRING ST	75568	40	23
Apartment	4000 W ILLINOIS AV	4656	428	464
Apartment	409 HUMBLE AV	19958	31	23
Apartment	516 N LOOP 250 W	105224	766	534
Apartment	403 HUMBLE AV	19952	34	23
Apartment	2700 N MIDLAND DR	84772	247	246
Apartment	3001 N MIDLAND DR	70554	424	383
Apartment	606 WATSON ST	21458	45	14
Apartment	2928 W LOUISIANA AV	30372	306	317
Apartment	3001 W OHIO AV	79206	32	36
Apartment	508 W COWDEN AV	20400	32	28
Apartment	501 W LOUISIANA AV	40354	101	38
Apartment	2100 CASTLEFORD RD	64522	364	368
Apartment	205 W GIST AV	104564	152	140
Apartment	2508 FAULKNER DR	63808	57	38
Apartment	2811 W LOOP 250 N	11122	487	508
Commercial	1301 N LAMESA RD	16634	40	39
Commercial	3108 W CUTHBERT AV	42560	35	30
Commercial	5205 W WADLEY AV	110978	53	62
Commercial	4714 W WALL ST	86310	354	257
Commercial	4200 W ILLINOIS AV	57640	232	261
Commercial	1800 HERITAGE BL	32930	201	128
Commercial	700 W LOUISIANA AV	19724	55	46
Commercial	516 VETERANS AIRPARK LN	18048	46	4
Commercial	3824 W WALL ST	62940	71	93
Commercial	4708 N MIDKIFF RD	54470	31	0
Commercial	3203 N MIDKIFF RD	41396	59	53
Commercial	1500 TRADEWINDS BL	85530	66	72
Commercial	1604 N BIG SPRING ST	20224	30	20
Commercial	1001 S MAIN ST	104634	23	27
Commercial	4711 BRIARWOOD AV	116650	112	114
Commercial	3200 SAGE ST	39764	95	184
Commercial	5311 W WADLEY AV	96386	85	92
Commercial	5200 W ILLINOIS AV	91664	63	34
Commercial	2215 N MIDLAND DR	96912	146	139
Commercial	601 N LORAIN ST	40338	78	67
Commercial	3701 W WALL ST	4704	206	193
Commercial	9 META DR	102054	31	38
Commercial	601 S MAIN ST	75454	102	1

Commercial	2900 PRINCETON AV	71790	47	56
Commercial	604 ANDREWS HWY	30458	125	229
Commercial	3209 COURTYARD DR	49072	99	83
Commercial	723 W WADLEY AV	12704	88	70
Commercial	2507 W LOOP 250 N	90290	122	137
Commercial	902 ANDREWS HWY	42428	87	68
Commercial	200 N LORAIN ST	56458	108	139
Commercial	2311 N BIG SPRING ST	43146	44	36
Commercial	100 E WALL ST	56764	42	43
Commercial	201 W WALL ST	56744	36	37
Commercial	1809 W TEXAS AV	99962	39	13
Commercial	2900 W WALL ST	58204	49	27
Commercial	815 S CARVER ST	52224	61	41
Commercial	400 S MAIN ST	57026	692	633
Commercial	1502 W MONTGOMERY AV	71340	40	25
Commercial	1216 S MIDLAND DR	30230	56	48
Commercial	3603 W WALL ST	11922	36	40
Commercial	4509 N MIDKIFF RD	71958	53	56
Commercial	3300 N MIDKIFF RD	43568	30	26
Commercial	2215 N BIG SPRING ST	43180	0	31
Commercial	1905 N BIG SPRING ST	20510	58	25
Commercial	4100 W WALL ST	19906	289	187
Commercial	801 S BENTWOOD DR	89394	15	47
Commercial	4401 ANDREWS HWY	39404	80	80
Commercial	3205 W CUTHBERT AV	80146	211	202
Commercial	4320 W ILLINOIS AV	101872	24	31
Commercial	3316 ANDREWS HWY	77944	41	43
Commercial	5300 W WADLEY AV	115190	32	37
Commercial	718 W LOUISIANA AV	19720	11	31
Commercial	1933 E FRONT ST	24690	29	13
Commercial	3300 W ILLINOIS AV	23568	28	8
Commercial	706 E FLORIDA AV	76134	65	55
Commercial	2001 W INDUSTRIAL AV	39572	31	1
Commercial	501 ANDREWS HWY	30440	35	37
Commercial	4400 N MIDLAND DR	72680	32	40
Commercial	4601 NEELY AV	70844	72	42
Commercial	3211 W WADLEY AV	41556	205	156
Commercial	3000 N GARFIELD ST	19544	67	28
Commercial	6 DESTA DR	18016	780	792
Commercial	1407 N LAMESA RD	16620	81	72
Commercial	1300 RANKIN HWY	37878	31	29
Commercial	1001 ANDREWS HWY	42556	129	23
Commercial	405 N MARIENFELD ST	99352	52	22
Commercial	1000 W WALL ST	4702	88	135
Commercial	615 W MISSOURI AV	99008	38	36
Commercial	3416 W WALL ST	65640	42	13
Commercial	500 N MARIENFELD ST	40456	28	2

Commercial	400 N MARIENFELD ST	40510	68	61
Commercial	14 META DR	82592	40	23
Commercial	3100 W LOOP 250 N	54466	27	43
Commercial	500 N MAIN ST	40486	85	73
Commercial	2705 N BIG SPRING ST	43028	29	20
Commercial	1001 W WALL ST	86508	8	30
Commercial	703 W WALL ST	56706	66	50
Commercial	611 S MAIN ST	75460	35	59
Commercial	3011 GARDEN CITY HW	17956	30	3
Commercial	902 W I20	11268	217	153
Commercial	806 S FT WORTH ST	75868	66	48
Commercial	807 S MIDKIFF RD	65676	151	353
Commercial	3614 W WALL ST	65664	27	26
Commercial	1700 CLOVERDALE RD	17868	29	29
Commercial	4505 W LOOP 250 N	28034	460	408
Commercial	803 W WADLEY AV	10972	75	74
Commercial	111 N BIG SPRING ST	56664	82	69
Commercial	508 W WALL ST	102126	141	128
Commercial	2000 N MAIN ST	94818	621	380
Commercial	405 N LORAIN ST	102222	79	56
Commercial	3224 TRAVIS AV	21684	95	83
Commercial	1701 N LAMESA RD	12154	10	63
Commercial	400 W KANSAS AV	25654	36	42
Commercial	717 W LOUISIANA AV	99784	45	8
Commercial	9914 SLOAN FIELD BL	42022	58	43
Commercial	5211 W WADLEY AV	110980	51	59
Commercial	4416 BRIARWOOD AV	121044	41	183
Commercial	1608 GARDEN CITY HW	64050	93	86
Commercial	2700 N BIG SPRING ST	45862	146	125
Commercial	4512 W LOOP 250 N	54452	202	230
Commercial	4108 N BIG SPRING ST	19644	163	137
Commercial	900 S BAIRD ST	76038	42	33
Commercial	212 E FLORIDA AV	76052	58	60
Commercial	2300 BUTTERNUT LN	22698	182	257
Commercial	4400 W LOOP 250 N	54460	33	38
Commercial	4218 W WADLEY AV	114692	78	60
Commercial	3002 N BIG SPRING ST	12366	39	40
Commercial	4309 N GARFIELD ST	54960	62	45
Commercial	2000 N MIDLAND DR	85014	40	42
Commercial	801 E FLORIDA AV	75812	59	12
Commercial	1822 N MIDLAND DR	11288	28	22
Commercial	110 W LOUISIANA AV	40158	56	52
Commercial	2301 W MISSOURI AV	19618	42	6
Commercial	2800 W ILLINOIS AV	79212	196	201
Commercial	2901 W OHIO AV	79208	32	36
Commercial	200 W FLORIDA AV	105142	57	65
Commercial	316 N BIG SPRING ST	56360	63	40

Commercial	1011 W WALL ST	86514	31	14
Commercial	2314 W LOOP 250 N	64038	36	34
Commercial	4408 W LOOP 250 N	54458	29	7
Commercial	2001 N BIG SPRING ST	20524	39	16
Commercial	4001 N MIDLAND DR	28040	62	69
Commercial	4711 W LOOP 250 N	108664	212	282
Commercial	711 W WADLEY AV	12708	27	16
Commercial	2503 W LOOP 250 N	96726	921	896
Commercial	3001 W ILLINOIS AV	58696	45	22
Commercial	710 ANDREWS HWY	30360	99	87
Commercial	1601 W WALL ST	87460	35	71
Commercial	1500 W FRONT ST	87222	31	30
Commercial	4200 W WALL ST	5158	198	163
Commercial	1507 W KENTUCKY AV	87156	47	3
Commercial	3504 W WALL ST	65642	42	22
Commercial	3302 W FRONT ST	4816	187	185
Commercial	3206 W FRONT ST	19614	41	40
Commercial	2501 COMMERCE DR	49714	26	35
Commercial	4705 BRIARWOOD AV	15714	272	330
Commercial	4607 N MIDKIFF RD	102878	59	42
Commercial	3310 W LOOP 250 N	20994	90	93
Commercial	306 W WALL ST	56650	75	53
Commercial	208 S MARIENFELD ST	56988	38	35
Commercial	5320 W LOOP 250 N	28018	28	27
Commercial	3317 N MIDLAND DR	26682	133	139
Commercial	2302 CAMARIE AV	29390	47	11
Commercial	308 N MIDLAND DR	57630	40	27
Commercial	4506 BRIARWOOD AV	15776	49	51
Commercial	5210 W WADLEY AV	28016	67	42
Commercial	600 N CARRIZO ST	40396	134	76
Commercial	3207 W INDUSTRIAL AV	48938	30	15
Commercial	3702 W WALL ST	59784	49	62
Commercial	4000 N BIG SPRING ST	19648	151	309
Commercial	810 E FLORIDA AV	104926	45	42
Commercial	801 ANDREWS HWY	42570	53	46
Commercial	717 W WADLEY AV	12706	59	11
Commercial	115 W WADLEY AV	12420	37	25
Commercial	105 W OAK AV	111880	471	434
Commercial	4214 ANDREWS HWY	11292	22	48
Commercial	3301 W ILLINOIS AV	63400	62	31
Commercial	1301 E FRONT ST	51466	56	6
Commercial	523 E ILLINOIS AV	56288	42	46
Commercial	3525 ANDREWS HWY	78436	54	92
Commercial	301 N MAIN ST	105440	44	44
Commercial	3300 THOMAS AV	59296	47	43
Commercial	1309 W WALL ST	86562	26	17
Commercial	1607 W TEXAS AV	87452	50	39

Commercial	200 W FRONT ST	57024	692	633
Commercial	125 N FT WORTH ST	56618	41	33
Commercial	4406 W ILLINOIS AV	94232	27	20
Commercial	1202 W TEXAS AV	86364	46	34
Commercial	500 W TEXAS AV	56400	137	129
Commercial	4609 W LOOP 250 N	102696	410	441
Commercial	3315 N LOOP 250 W	32444	39	43
Commercial	901 W DENGAR AV	4570	45	22
Commercial	1402 W OHIO AV	88452	28	29
Commercial	201 N C ST	86336	39	35
Commercial	1009 W MISSOURI AV	86684	38	37
Commercial	1205 BELMONT ST	104606	5	27
Commercial	210 N MIDKIFF RD	22396	51	7
Commercial	4300 W WADLEY AV	110836	391	383
Commercial	609 E FLORIDA AV	104960	70	52
Commercial	911 S BIG SPRING ST	76000	31	73
Commercial	4500 W ILLINOIS AV	100306	138	114
Commercial	3705 W WALL ST	4700	74	75
Commercial	3305 W FRONT ST	4824	203	228
Commercial	4803 ANDREWS HWY	113114	122	3
Commercial	3917 W WALL ST	11918	40	31
Commercial	4301 N MIDLAND DR	28038	153	158
Commercial	4202 N MIDLAND DR	72686	37	28
Commercial	3400 CALDERA BL	102876	66	103
Commercial	3300 #7 N A ST	98328	14	29
Commercial	1303 N BIG SPRING ST	38602	45	33
Commercial	1110 W TEXAS AV	86348	43	27
Commercial	125 W MISSOURI AV	56972	81	76
Commercial	1814 N MIDLAND DR	11284	74	71
Commercial	505 N BIG SPRING ST	40450	155	168
Commercial	4712 W LOOP 250 NORTH	123782	179	155
Commercial	4901 GREEN TREE BL	582	208	172
Commercial	2208 Rankin Hwy	119764	33	35
Commercial	2705 W LOOP 250 N	90282	324	302
Commercial	3309 N LAMESA RD	99700	107	96
Commercial	1601 W FLORIDA AV	76848	27	12
Commercial	3205 CALDERA BL	54474	41	40
Commercial	614 W WADLEY AV	18028	210	238
Commercial	2011 W INDUSTRIAL AV	39578	25	32
Commercial	4412 W LOOP 250 N	54456	67	61
Commercial	4519 N GARFIELD ST	38126	69	55
Commercial	4305 N GARFIELD ST	54962	43	38
Commercial	2801 N GARFIELD ST	29366	28	9
Commercial	4306 W LOOP 250 N	20646	185	227
Commercial	1111 ANDREWS HWY	80134	70	75
Commercial	1705 W ILLINOIS AV	87336	33	31
Commercial	1609 N MIDLAND DR	39392	33	26

Commercial	1115 ANDREWS HWY	80138	47	52
Commercial	509 N LORAIN ST	102220	30	21
Commercial	310 W WALL ST	56652	86	58
Commercial	1411 W ILLINOIS AV	86390	29	26
Commercial	800 ANDREWS HWY	42416	88	83
Commercial	1808 W LOOP 250 N	64452	213	217
Commercial	2910 N BIG SPRING ST	12630	33	27
Commercial	1200 N FAIRGROUNDS RD	28382	317	574
Commercial	1030 ANDREWS HWY	58118	82	20
Commercial	2407 N BIG SPRING ST	43136	57	48
Commercial	606 W MISSOURI AV	56718	108	106
Commercial	114 N BIG SPRING ST	56656	68	57
Commercial	117 W WALL ST	56762	392	329
Commercial	901 N MIDLAND DR	105310	31	31
Commercial	801 W WALL ST	86490	82	62
Commercial	1801 W TEXAS AV	87438	26	23
Commercial	3411 W WALL ST	4810	63	47
Commercial	806 S MAIN ST	75908	284	237
Commercial	107 W OAK AV	45588	42	38
Commercial	3300 #2 N A ST	98324	57	57
Commercial	500 W WADLEY AV	18032	80	57
Commercial	4009 N MIDLAND DR	28048	24	26
Commercial	1109 SOUTH ST	24490	17	43
Commercial	2201 N BIG SPRING ST	43178	82	80
Commercial	1101 S BIG SPRING ST	76316	37	30
Commercial	300 N MARIENFELD ST	56368	589	694
Commercial	4319 W ILLINOIS AV	61776	37	41
Commercial	1004 N BIG SPRING ST	99576	217	414
Commercial	5606 W WADLEY AV	32596	54	37
Commercial	303 VETERANS AIRPARK LN	83248	168	122
Commercial	703 E FRONT ST	56260	72	62
Commercial	3800 W WALL ST	62948	17	33
Commercial	1101 GARDEN LN	102640	35	33
Commercial	1003 S MIDKIFF RD	11916	139	175
Commercial	15 SMITH RD	18034	173	148
Commercial	5011 W LOOP 250 N	108454	151	177
Commercial	24 SMITH RD	18042	36	44
Commercial	4508 N BIG SPRING ST	28396	48	48
Commercial	2208 N BIG SPRING ST	52558	47	41
Commercial	925 W WADLEY AV	10986	29	13
Commercial	1501 N BIG SPRING ST	20280	55	34
Commercial	4320 ANDREWS HWY	11278	18	27
Commercial	1804 RANKIN HWY	44908	41	36
Commercial	509 E ILLINOIS AV	56290	42	46
Commercial	3100 W WALL ST	43834	179	107
Commercial	3116 W FRONT ST	19612	44	46
Commercial	1006 S MIDKIFF RD	11908	42	43

Commercial	2706 W CUTHBERT AV	58114	36	14
Commercial	403 N MARIENFELD ST	40530	36	30
Commercial	410 W OHIO AV	40514	87	70
Commercial	1001 N MIDKIFF RD	44642	29	29
Commercial	2320 W LOOP 250 N	64042	98	102
Commercial	4701 BRIARWOOD AV	15712	49	49
Commercial	2800 N MIDLAND DR	84770	489	473
Commercial	1902 W ILLINOIS AV	38854	26	13
Commercial	808 S TERRELL ST	75832	42	36
Commercial	4300 W WALL ST	19894	350	812
Commercial	1008 S BIG SPRING ST	76280	28	44
Commercial	2207 W INDUSTRIAL AV	39594	37	15
Commercial	1601 RANKIN HWY	14590	29	14
Commercial	3203 SAGE ST	39758	248	239
Commercial	3500 W GOLF COURSE RD	77936	107	104
Commercial	4612 BILLINGSLEY BL	54468	49	46
Commercial	2300 FAULKNER DR	63840	155	187
Commercial	4409 W WADLEY AV	70558	52	145
Commercial	3301 NEELY AV	48078	35	29
Commercial	800 N BIG SPRING ST	25658	415	243
Commercial	5609 DEAUVILLE BL	112704	103	333
Commercial	4715 N MIDLAND DR	115738	29	28
Commercial	5206 W WADLEY AV	109040	27	28
Commercial	2511 W LOOP 250 N	90286	26	26
Commercial	2622 RANKIN HWY	74912	71	73
Commercial	501 W INDUSTRIAL AV	75548	34	41
Commercial	4411 W ILLINOIS AV	93098	130	112
Commercial	1219 N MIDKIFF RD	48846	0	111
Commercial	3220 W ILLINOIS AV	79234	45	52
Commercial	4508 W LOOP 250 N	54454	92	85
Commercial	5021 W LOOP 250 N	102692	1	31
Commercial	4610 N GARFIELD ST	101544	105	131
Commercial	4703 W LOOP 250 N	105922	42	32
Commercial	4603 N MIDKIFF RD	20990	81	87
Commercial	2608 LOMA DR	43038	50	10
Commercial	301 W MISSOURI AV	56976	102	67
Commercial	908 ANDREWS HWY	42432	66	85
Commercial	212 W TEXAS AV	56434	72	58
Commercial	1810 W FRONT ST	88014	30	29
Commercial	2411 W WALL ST	101900	72	51
Commercial	3800 N LAMESA RD	4422	41	56
Commercial	3001 N BIG SPRING ST	42806	31	25
Commercial	600 N MARIENFELD ST	40352	200	366
Commercial	4130 W WALL ST	19900	347	375
Commercial	1100 W WALL ST	113176	39	10
Commercial	415 W WALL ST	56740	120	77
Commercial	3421 W WALL ST	4814	66	36

Commercial	802 S BIG SPRING ST	75950	77	45
Commercial	4403 W ILLINOIS AV	93096	90	66
Commercial	5214 THOMASON DR	91744	37	28
Commercial	1310 RANKIN HWY	37882	31	29
Commercial	2811 LA FORCE BL	42000	21	28
Commercial	2404 COMMERCE DR	49662	36	14
Commercial	4810 BILLINGSLEY BL	54490	33	39
Commercial	706 N BIG SPRING ST	40142	48	37
Commercial	3206 N MIDKIFF RD	41984	96	42
Commercial	407 N BIG SPRING ST	40508	40	20
Commercial	2503 RANKIN HWY	82568	64	50
Commercial	1000 ANDREWS HWY	42568	21	34
Commercial	3006 GARDEN CITY HW	104870	68	142
Commercial	2617 W LOOP 250 N	90296	34	32
Commercial	2000 W WADLEY AV	4462	29	37
Commercial	201 E ILLINOIS AV	56326	35	31
Commercial	920 W I20	127570	69	69
Commercial	200 E FLORIDA AV	76068	34	22
Commercial	3111 LOMA DR	42748	52	28
Commercial	402 W SCHARBAUER DR	43154	50	6
Commercial	1805 N MARIENFELD ST	19908	91	74
Commercial	605 S MARIENFELD ST	75538	98	109
Commercial	3701 ANDREWS HWY	97184	79	84
Commercial	3330 W ILLINOIS AV	23570	68	84
Commercial	1109 ANDREWS HWY	80136	70	68
Commercial	1111 N MIDKIFF RD	48854	27	30
Commercial	1301 W LOUISIANA AV	54518	21	57
Commercial	500 W ILLINOIS AV	56376	265	201
Commercial	2308 W LOOP 250 N	64034	61	29
Commercial	2326 W LOOP 250 N	64040	30	25
Commercial	501 VETERANS AIRPARK LN	44062	36	43
Commercial	2810 N BIG SPRING ST	45886	46	43
Commercial	303 W WALL ST	56742	42	65
Commercial	715 W SCHARBAUER DR	53000	44	61
Commercial	221 W WALL ST	105378	83	78
Commercial	501 W WALL ST	102120	196	252
Commercial	2110 W WALL ST	87402	44	37
Commercial	2205 W INDUSTRIAL AV	39590	27	25
Commercial	2000 W ILLINOIS AV	38838	65	59
Commercial	2500 COMMERCE DR	49658	136	109
Commercial	3207 COMMERCIAL DR	48880	33	28
Commercial	2111 W WALL ST	87536	59	70
Commercial	2301 W INDIANA AV	11900	6	38
Commercial	1811 W INDUSTRIAL AV	76822	32	21
Commercial	1207 S BIG SPRING ST	14202	13	30
Commercial	1505 TRADEWINDS BL	117706	66	77
Commercial	3312 W WALL ST	65620	0	27

Commercial	5509 DEAUVILLE BL	109112	272	313
Commercial	4206 W LOOP 250 N	20648	54	46
Commercial	2100 W LOOP 250 N	64450	205	217
Commercial	2800 W DORMARD AV	12694	79	104
Commercial	3813 N MIDLAND DR	26922	57	25
County	2080 COMMERCE DR	100810	85	75
County	2065 MARKET ST	49670	39	43
County	24 W INDUSTRIAL LOOP	49742	182	165
County	5002 BASIN ST	49700	26	21
County	3113 W INDUSTRIAL AV	49758	18	28
County	8535 W HWY 158	8996	44	25
County	1204 S FAIRGROUNDS RD	17814	26	17
County	2312 CLOVERDALE RD	17818	27	19
County	3901 F M 307	3380	38	12
County	2001 COMMERCE DR	49684	56	35
County	3601 W INDUSTRIAL AV	5166	55	53
County	2047 COMMERCE DR	100812	56	7
County	4001 S F M 1788	22410	31	32
Park	1600 E WADLEY AV	4596	87	76
Park	5514 CHAMPIONS DR	99122	54	8
Park	5500 LEAGUE DR	32436	49	31
Park	1901 E GOLF COURSE RD	98774	58	8
Park	3900 ST ANDREWS DR	98622	91	0
Park	2900 HAYNES DR	98620	155	0
Park	2800 MCDONALD ST	98634	207	86
Residential	1616 W PINE AV	89766	61	29
Residential	2200 PRINCETON AV	82154	36	28
Residential	3618 STOREY AV	15680	7	116
Residential	3902 MONTY DR	60638	15	35
Residential	2506 SINCLAIR AV	44774	45	32
Residential	1101 N GARFIELD ST	70058	53	10
Residential	2808 SENTINEL DR	48206	78	76
Residential	1001 W SCHARBAUER DR	71394	4	31
Residential	2603 WARD ST	77680	29	22
Residential	911 PRINCETON AV	18358	67	33
Residential	2011 COUNTRY CLUB DR	81964	40	26
Residential	4621 THOMASON DR	91074	32	28
Residential	2201 WINFIELD RD	83706	35	25
Residential	2504 SHELL AV	44734	32	24
Residential	3300 W SHANDON AV	40984	26	16
Residential	2107 OAKLAWN DR	55336	47	12
Residential	3604 STANOLIND AV	84250	46	17
Residential	1702 MABERRY ST	40648	35	31
Residential	2106 WYDEWOOD DR	96084	14	27
Residential	1004 W KENTUCKY AV	86970	36	2
Residential	1509 PRINCETON AV	82184	28	6
Residential	1606 BEDFORD DR	65712	27	9

Residential	3402 SINCLAIR AV	77848	15	36
Residential	8201 DUNBLANE DR	59180	29	12
Residential	4113 MOCKINGBIRD LN	444	166	252
Residential	5018 TROBAUGH BLVD	120444	23	26
Residential	3210 SEABOARD AV	48008	29	19
Residential	4217 TIMBERGLEN PL	120472	29	36
Residential	1912 PAGEWOOD DR	120146	33	24
Residential	6112 HOMESTEAD BL	120322	17	45
Residential	5204 MATHIS ST	122808	19	27
Residential	3006 BALTIC AV	126940	3	43
Residential	1301 LATTA ST	128638	107	4
Residential	1406 COMMUNITY LN	26284	68	48
Residential	3 SANTA ANITA LN	68500	116	21
Residential	800 CANONERO	68760	33	24
Residential	2101 OAKLAWN DR	55342	25	35
Residential	2609 INWOOD CT	65174	33	32
Residential	4513 BREEZEWAY CT	35872	21	34
Residential	24 HIALEAH DR	68516	27	20
Residential	5496 CYPRESS CT	34842	43	40
Residential	4906 ISLAND DR	35554	29	14
Residential	3223 W DENGAR AV	41770	82	44
Residential	1303 E OAK AV	43806	45	22
Residential	4902 FIELDS PL	63850	22	104
Residential	2800 W SHANDON AV	29762	27	15
Residential	404 W PINE AV	115714	46	32
Residential	1610 N H ST	90436	28	10
Residential	1308 BRIGHTON PL	69300	32	8
Residential	2313 FANNIN AV	29212	28	26
Residential	4113 FAIRWOOD DR	51054	49	20
Residential	3505 GODFREY ST	114954	32	8
Residential	7004 CALEN CT	100868	30	22
Residential	2822 HAYNES DR	88382	26	24
Residential	5000 PIMLICO DR	113818	26	5
Residential	1704 STOREY AV	32358	80	42
Residential	3406 WOODHAVEN DR	80912	35	25
Residential	1711 NORMANDY LN	64582	35	21
Residential	4912 RUSTIC TR	35796	29	42
Residential	407 E DENGAR AV	12516	28	4
Residential	2412 HAYNES DR	54926	9	53
Residential	2006 GULF AV	83720	87	70
Residential	7002 CALEN CT	35858	22	33
Residential	4403 SPENCE DR	53954	29	40
Residential	2707 SENTINEL DR	48256	30	32
Residential	1602 COUNTRY CLUB DR	32426	40	35
Residential	1201 LAWSON AV	100084	31	21
Residential	2406 GULF AV	94880	14	32
Residential	2505 STANOLIND AV	88516	40	22

Residential	3608 AMELIA DR	62734	6	35
Residential	2001 WARD ST	88710	26	19
Residential	4703 PRESTON DR	95634	24	37
Residential	2005 GULF AV	83692	34	32
Residential	909 PRINCETON AV	18356	39	18
Residential	804 HARVARD AV	18382	27	25
Residential	1404 DOUGLAS AV	13770	52	16
Residential	1510 DOUGLAS AV	82280	64	15
Residential	2801 BARKLEY AV	58988	34	27
Residential	905 HARVARD AV	18320	38	25
Residential	2801 SENTINEL DR	48260	26	15
Residential	2505 SINCLAIR AV	59052	44	33
Residential	1000 N A ST	67974	27	5
Residential	2011 HARVARD AV	82058	67	72
Residential	502 S FT WORTH ST	74984	17	57
Residential	1202 WALNUT LN	24212	35	9
Residential	2808 PRINCETON AV	48286	24	27
Residential	913 BEDFORD DR	18296	33	29
Residential	1206 BEDFORD DR	13680	32	19
Residential	1607 COUNTRY CLUB DR	32388	59	52
Residential	1607 BEDFORD DR	32416	27	14
Residential	5504 HEARTLAND CT	33010	38	18
Residential	1200 STOREY AV	54668	37	19
Residential	2501 HARVARD AV	42488	69	62
Residential	201 S H ST	86622	27	22
Residential	1909 BRUNSON AV	87680	32	18
Residential	1508 W ILLINOIS AV	32154	45	33
Residential	2001 WINDDRIFT	32858	29	8
Residential	406 S L ST	87686	19	33
Residential	1801 CASTLEFORD RD	64342	29	7
Residential	4404 DALTON DR	15512	25	33
Residential	2911 SAND HILL CR	82754	28	23
Residential	501 W NOBLES AV	20390	7	59
Residential	4302 DAWN CR	71834	27	19
Residential	2812 PURPLE SAGE TR	82824	29	10
Residential	2304 AUBURN PL	31954	41	24
Residential	2403 DARTMOUTH DR	28242	36	9
Residential	3107 AUBURN DR	43632	30	23
Residential	3606 MEADOWRIDGE LN	80978	13	28
Residential	1203 E HAMBY AV	24590	50	10
Residential	3214 W SHANDON AV	41660	28	23
Residential	1916 CRESCENT PL	20554	29	18
Residential	2301 N L ST	83756	31	31
Residential	3208 MAXWELL DR	43586	28	24
Residential	3201 RACQUET CLUB DR	31074	30	24
Residential	1103 E OAK AV	68122	27	30
Residential	2816 MARMON DR	43386	10	27

Residential	7 ASHLIN DR	11674	58	42
Residential	3703 GODFREY ST	80586	26	11
Residential	3400 SALISBURY PL	80692	35	10
Residential	1811 W MISSOURI AV	87582	87	39
Residential	4403 WOODHOLLOW DR	15858	33	10
Residential	1817 MAGNOLIA AV	66368	30	25
Residential	1620 MAGNOLIA AV	65972	29	11
Residential	5800 STERLING PL	33776	30	8
Residential	912 PRINCETON AV	18418	16	27
Residential	3400 ALICIA CT	48072	30	6
Residential	900 PRINCETON AV	18410	27	21
Residential	910 W LOUISIANA AV	38304	74	64
Residential	4413 ANETTA DR	88864	125	4
Residential	2624 DELANO AV	58782	37	4
Residential	4616 LEISURE DR	91098	30	29
Residential	3603 TANNER DR	60096	29	18
Residential	1603 HOLLOWAY AV	86824	36	10
Residential	4703 W ILLINOIS AV	92064	34	26
Residential	4023 MONTY DR	61636	44	52
Residential	7911 EDINBURGH DR	59130	76	35
Residential	120 N EISENHOWER DR	92626	31	21
Residential	302 S EISENHOWER DR	91178	26	19
Residential	3211 PARK LN	21690	9	40
Residential	3602 TRAVIS AV	59974	4	31
Residential	4500 ERIE DR	90694	32	29
Residential	2017 FRINGEWOOD DR	114588	46	22
Residential	1214 BURCHILL DR	17274	2	347
Residential	6202 SEQUOIA DR	34790	32	22
Residential	5503 BEECHWOOD CT	35076	19	26
Residential	4201 FAIRWOOD PL	110414	38	37
Residential	4510 FAIRGATE DR	26738	2	30
Residential	4 WILLOW CT	31084	43	12
Residential	10 WINCHESTER	28316	28	28
Residential	21 SUFFOLK DR	68584	108	45
Residential	3306 MARBLE LN	120546	6	26
Residential	4514 CHERRYWOOD DR	15814	31	35
Residential	6410 SEQUOIA DR	34752	27	28
Residential	3605 JORDAN AV	84494	29	24
Residential	6502 DRIFTWOOD DR	34984	23	32
Residential	4517 CORSAIR CT	35670	37	40
Residential	5306 SHADY BEND CT	35760	37	21
Residential	4525 CORSAIR CT	35674	26	22
Residential	5305 SHADY BEND CT	35740	21	29
Residential	3900 FAIRWOOD CT	51216	44	45
Residential	23 LAKES DR	68688	30	24
Residential	125 BAYBERRY PARKWAY	50964	27	16
Residential	6701 WEST WIND CT	35976	0	54

Residential	4116 BAYBROOK DR	51034	11	29
Residential	1508 BEDFORD DR	65684	37	7
Residential	2806 SENTINEL DR	48208	27	26
Residential	6210 SEQUOIA DR	34782	36	50
Residential	5426 BASSWOOD CR	34774	27	35
Residential	2005 COLEMAN CT	30832	39	42
Residential	5500 N MIDLAND DR	450	9	29
Residential	1710 COVENTRY LN	64644	10	30
Residential	1603 CASCADE CT	78134	27	45
Residential	3312 CAMARIE AV	41064	30	9
Residential	2516 SEABOARD AV	37604	37	32
Residential	1500 HUMBLE AV	79196	37	20
Residential	1105 SPARKS ST	70098	58	66
Residential	5603 CAMDEN	32592	25	26
Residential	3207 DOUGLAS DR	71744	44	77
Residential	2300 SEABOARD AV	16680	29	5
Residential	119 E COWDEN AV	64774	0	35
Residential	2305 NEELY AV	16702	28	20
Residential	2005 PRINCETON AV	82112	33	26
Residential	1906 SPARKS ST	33810	34	24
Residential	3200 SENTINEL DR	71614	10	26
Residential	2608 HODGES ST	25412	26	21
Residential	810 STANOLIND AV	22934	28	4
Residential	1807 N MAIN ST	52602	22	64
Residential	2409 SINCLAIR AV	77110	10	28
Residential	2502 SEABOARD AV	37618	32	19
Residential	2000 GULF AV	83714	31	22
Residential	3614 W SHANDON AV	84366	26	20
Residential	2914 MCDONALD ST	84392	72	31
Residential	1806 SPARKS ST	33820	28	20
Residential	2613 TERRACE AV	29626	38	13
Residential	1106 E HAMBY AV	16356	28	17
Residential	1703 STOREY AV	32340	20	26
Residential	8101 EDINBURGH DR	59136	59	55
Residential	7711 TRENTON DR	120316	46	32
Residential	6515 CARNATION AV	119278	33	37
Residential	5005 OPAL CT	129972	36	21
Residential	4107 TANFORAN AV	51028	118	132
Residential	3104 HUMBLE AV	47808	26	14
Residential	3215 PALO VERDE GLEN	119180	24	28
Residential	5113 REEVES CR	89430	31	4
Residential	5008 OAK VALLEY DR	119014	28	18
Residential	7000 DESERT WIND	119484	43	12
Residential	6109 HOMESTEAD BL	119566	26	16
Residential	3111 MA-MAR AV	47854	26	16
Residential	4811 TEAKWOOD TRCE	34890	30	26
Residential	5104 CASTLEFORD RD	68980	31	22

Residential	4813 #7 SPRING MEADOW LN	48500	38	7
Residential	3512 HUMBLE AV	23708	27	23
Residential	2606 LOCKHEED DR	48150	32	18
Residential	5506 CYPRESS CT	34852	24	26
Residential	5412 BASSWOOD CR	34760	30	7
Residential	100 WINDRIDGE CR	107562	26	12
Residential	5103 LOS ALAMITOS CT	68998	31	15
Residential	1304 MAPLE AV	22742	26	12
Residential	2511 MAXWELL DR	28118	33	25
Residential	4507 TEAKWOOD TRCE	34926	56	56
Residential	5486 CYPRESS CT	34832	32	33
Residential	2755 RACQUET CLUB DR	65312	31	20
Residential	4511 MOCKINGBIRD LN	48640	26	21
Residential	8 HANOVER DR	31130	31	17
Residential	7009 COURTNEY CT	35822	54	51
Residential	4709 KNIGHTS PL	64458	20	30
Residential	3703 BERMUDA CT	21156	36	15
Residential	717 AUGUSTA DR	68446	27	19
Residential	3 WILLOW CT	31082	75	83
Residential	1703 N FT WORTH ST	11966	10	30
Residential	1901 N D ST	17346	60	19
Residential	6 DEERFIELD DR	31098	56	55
Residential	3713 NORTHFIELD DR	81046	45	25
Residential	5 ASHLIN DR	11670	40	35
Residential	1007 BOYD AV	11544	38	29
Residential	3 ASHLIN DR	11668	26	17
Residential	2006 WINFIELD RD	83666	37	45
Residential	2001 SHELL AV	83630	46	18
Residential	201 W HAMBY AV	20214	12	30
Residential	2003 WINFIELD RD	83652	32	20
Residential	2015 SINCLAIR AV	14864	29	17
Residential	1506 W GOLF COURSE RD	4540	42	20
Residential	3108 MA-MAR AV	47860	30	11
Residential	3100 GULF AV	47838	54	67
Residential	2400 SINCLAIR AV	77176	40	34
Residential	2006 SINCLAIR AV	83614	31	10
Residential	202 CLUB DR	68006	36	38
Residential	1705 MABERRY ST	40640	48	41
Residential	1600 GARDEN LN	24042	34	6
Residential	912 HARVARD AV	18362	44	34
Residential	1502 PRINCETON AV	82250	20	41
Residential	312 W CUTHBERT AV	99572	46	32
Residential	1111 N CARRIZO ST	21558	148	114
Residential	1711 DOUGLAS AV	82238	49	43
Residential	4408 STANOLIND AV	70412	49	7
Residential	513 STOREY AV	25600	53	42
Residential	1601 N H ST	82382	29	29

Residential	1407 COMMUNITY LN	26296	34	32
Residential	2501 BEDFORD AV	42470	44	9
Residential	912 COUNTRY CLUB DR	18302	50	30
Residential	5502 HATHAWAY CT	33358	26	44
Residential	2206 COUNTRY CLUB DR	82028	32	8
Residential	1404 BEDFORD DR	13696	56	49
Residential	1214 COUNTRY CLUB DR	54740	39	39
Residential	3112 THOMAS AV	22288	48	3
Residential	1900 W OHIO AV	38812	105	22
Residential	4716 STOREY AV	93442	28	2
Residential	2605 STOREY AV	42406	29	14
Residential	1502 W CUTHBERT AV	32380	45	13
Residential	3205 SENTINEL DR	71708	18	30
Residential	3621 BOYD AV	83780	1	35
Residential	1604 W KANSAS AV	32332	77	55
Residential	1701 STOREY AV	32338	35	11
Residential	2309 CLOVERDALE RD	4900	73	71
Residential	2102 N L ST	83732	38	48
Residential	3 GREENWICH DR	31106	72	58
Residential	1108 E HAMBY AV	16358	43	26
Residential	3906 CRESTRIDGE DR	20842	38	37
Residential	3002 GODDARD PL	25966	26	18
Residential	4500 WESTMINISTER DR	72174	26	19
Residential	1505 PRINCETON AV	82188	47	43
Residential	1603 W KANSAS AV	32290	45	13
Residential	3203 RACQUET CLUB DR	31072	60	54
Residential	5202 SAN ANTONIO AV	53752	37	24
Residential	5114 RIO GRANDE DR	53684	12	79
Residential	1602 STANOLIND AV	11860	53	23
Residential	2309 SEABOARD AV	94948	18	51
Residential	5607 HIGHLAND BL	33318	14	63
Residential	1611 W PINE AV	89730	24	26
Residential	6 RIDGMAR CT	68060	48	45
Residential	1504 STOREY AV	32372	26	4
Residential	4736 COUNTRY CLUB DR	85300	10	65
Residential	5801 STONECREST	32826	30	19
Residential	1600 W WASHINGTON AV	87186	48	3
Residential	4317 HARLOWE DR	61948	27	4
Residential	607 S BENTON ST	36622	10	61
Residential	1516 S WEATHERFORD ST	73796	27	22
Residential	4507 STOREY AV	93162	30	2
Residential	3206 TRAVIS AV	21712	5	30
Residential	4706 CHEROKEE DR	16996	37	34
Residential	8001 EDINBURGH DR	59132	25	29
Residential	1214 S WEATHERFORD ST	73368	34	11
Residential	4825 W ILLINOIS AV	91864	40	20
Residential	4318 ERIE DR	62204	33	24

Residential	1210 S BAIRD ST	73348	18	32
Residential	1506 S LORAIN ST	14504	30	4
Residential	3300 LIMESTONE LN	120624	41	33
Residential	4220 BAYBROOK PL	110436	52	35
Residential	906 PRINCETON AV	18404	25	50
Residential	2509 GULF AV	88562	29	14
Residential	5000 QUARTZ LN	115244	31	27
Residential	4508 IRWIN CT	28668	26	10
Residential	3603 BERMUDA CT	21218	30	21
Residential	4461 HACKBERRY CT	34656	30	29
Residential	10 LAKES DR	68662	52	28
Residential	221 SOLOMON LN	53056	27	46
Residential	4512 BENT TREE TR	35970	16	28
Residential	5110 TEAKWOOD TRCE	34808	20	33
Residential	5007 GREEN TREE BL	35154	60	26
Residential	5109 LOS ALAMITOS CT	68992	30	9
Residential	5005 HEATHER RD	69072	47	38
Residential	2711 RACQUET CLUB DR	65280	42	17
Residential	2500 VALLEY FORGE	40592	9	40
Residential	5100 CASTLEFORD RD	68976	31	11
Residential	3910 EDGEBROOK CT	51154	27	14
Residential	5509 STERLING CT	33420	27	21
Residential	2011 COLEMAN CT	30838	29	21
Residential	5509 SUNDANCE CT	33446	28	11
Residential	709 N CALHOUN ST	55790	17	39
Residential	3601 JORDAN AV	84490	0	40
Residential	104 S G ST	86582	60	50
Residential	4008 FOX HOLLOW CT	81226	43	38
Residential	1501 W CUTHBERT AV	32364	71	54
Residential	2717 RACQUET CLUB DR	65286	33	11
Residential	4108 SPRINGFIELD CT	81186	37	33
Residential	2607 INWOOD CT	65172	44	16
Residential	2007 SEABOARD AV	83742	9	34
Residential	2301 NEELY AV	16706	41	54
Residential	3604 PINEMONT DR	27784	11	31
Residential	2806 LOCKHEED DR	48178	18	52
Residential	1101 S LORAIN ST	76352	28	29
Residential	3501 CLAREMONT DR	27122	7	33
Residential	2602 CIMMARON AV	30012	27	23
Residential	1403 E GOLF COURSE RD	81272	29	24
Residential	1210 DOUGLAS AV	13786	16	30
Residential	2310 STANOLIND AV	94940	36	27
Residential	1319 E ESTES AV	23898	28	27
Residential	2007 SHELL AV	83624	27	25
Residential	1315 E PARKER AV	17658	31	10
Residential	1314 E JAX AV	31478	91	5
Residential	1400 W CUTHBERT AV	54704	75	31

Residential	1500 MURRAY ST	4650	42	41
Residential	8200 EDINBURGH DR	59154	52	7
Residential	8011 DUNBLANE DR	59174	5	27
Residential	4603 GRAHAM DR	28426	65	3
Residential	6217 HOMESTEAD BLVD	126646	33	36
Residential	303 SKYWOOD CIR	48326	24	41
Residential	2615 HAYNES DR	31738	0	40
Residential	3205 MAXWELL DR	43402	36	21
Residential	1204 COMMUNITY LN	26274	26	21
Residential	3006 RACQUET CLUB DR	31086	68	41
Residential	6000 QUEENS CT	34194	34	37
Residential	4101 TANFORAN AV	51026	30	28
Residential	3 BAY MEADOWS LN	68492	52	16
Residential	2403 HUMBLE AV	77180	44	16
Residential	703 W DORMARD AV	79920	45	32
Residential	6404 SEQUOIA DR	34758	45	22
Residential	1306 TERRA CT	69224	29	21
Residential	2731 RACQUET CLUB DR	65294	37	15
Residential	2009 WINFIELD RD	83648	27	24
Residential	3602 TRINITY DR	80550	6	30
Residential	4911 RUSTIC TR	35474	37	38
Residential	4408 GREEN TREE BL	34506	34	19
Residential	4008 FAIRWOOD DR	51014	19	27
Residential	800 PALOMINO	68780	41	38
Residential	5010 CASTLEFORD RD	68968	9	29
Residential	2902 MOSS AV	25896	28	23
Residential	1918 CRESCENT PL	20552	39	18
Residential	4967 RUSTIC TR	35422	32	6
Residential	1610 MAGNOLIA AV	65962	34	14
Residential	3402 SALISBURY PL	80690	9	34
Residential	4414 VERDE GLEN CT	35926	26	27
Residential	3606 JORDAN AV	84510	25	26
Residential	6808 ISLAND CR	35564	27	15
Residential	2209 SINCLAIR AV	14876	45	32
Residential	1009 BOYD AV	11542	6	26
Residential	1102 E NOBLES AV	90202	37	32
Residential	2000 WINFIELD RD	83662	43	41
Residential	2305 GULF AV	94846	28	4
Residential	1502 N D ST	32114	34	33
Residential	2200 SHELL AV	14958	61	42
Residential	402 E NOBLES AV	52364	4	31
Residential	205 CLUB DR	67998	30	18
Residential	1500 DOUGLAS AV	82272	40	11
Residential	1511 BEDFORD DR	32432	28	16
Residential	411 W ESTES AV	20450	53	34
Residential	5502 HIGHLAND CT	33408	20	35
Residential	2904 SENTINEL DR	71652	28	23

Residential	1707 LEXINGTON ST	40588	34	38
Residential	3608 GODFREY CT	84234	33	5
Residential	1409 COMMUNITY LN	26298	26	25
Residential	1505 HARVARD AV	65682	44	31
Residential	915 EDWARDS ST	38096	55	24
Residential	1600 W CUTHBERT AV	32392	96	37
Residential	1701 COUNTRY CLUB DR	32394	27	6
Residential	5515 HATHAWAY CT	33346	34	19
Residential	407 WOODCREST DR	93456	31	18
Residential	1500 COUNTRY CLUB DR	32434	60	31
Residential	3007 LOCKHEED DR	71636	49	30
Residential	2011 BEDFORD DR	82012	134	61
Residential	3416 BEDFORD AV	44400	51	17
Residential	3502 SENTINEL AV	44680	32	5
Residential	1500 W CUTHBERT AV	32382	42	38
Residential	1605 W MICHIGAN AV	32206	41	10
Residential	5704 GREENRIDGE	32802	26	18
Residential	2004 W MISSOURI AV	87528	54	27
Residential	1606 W OHIO AV	32198	54	49
Residential	4701 W ILLINOIS AV	92066	34	1
Residential	600 S TILDEN ST	36700	21	26
Residential	5623 DREXEL CT	33104	55	27
Residential	3400 WOODHAVEN DR	80906	31	26
Residential	2000 SINCLAIR AV	83612	78	54
Residential	4907 WHITMAN DR	82874	7	33
Residential	1311 DAVENTRY PL	69200	37	3
Residential	4405 LENNOX DR	72298	31	21
Residential	2504 METZ PL	31804	29	27
Residential	3905 WESTMINISTER DR	72358	47	35
Residential	2912 EMERSON PL	25806	26	26
Residential	3806 TRINITY DR	80534	43	14
Residential	3715 NORTHFIELD DR	81044	67	17
Residential	4506 WOODHOLLOW DR	15892	16	26
Residential	4201 VALLEY DR	72032	40	27
Residential	7 HANOVER DR	31132	93	88
Residential	2828 AUBURN DR	88230	26	26
Residential	2504 AUBURN PL	31824	35	26
Residential	2 DEERFIELD DR	31092	34	14
Residential	1 DEERFIELD DR	31090	31	22
Residential	1213 NEELY AV	55258	27	26
Residential	6 HANOVER DR	31134	81	56
Residential	4009 CRESTGATE AV	20710	47	9
Residential	2601 N L ST	89686	34	34
Residential	2003 SEABOARD AV	83746	28	38
Residential	806 SINCLAIR AV	39938	20	47
Residential	2305 SEABOARD AV	94952	40	20
Residential	506 LIDDON AV	20058	21	61

Residential	3800 WEDGWOOD CT	80524	32	33
Residential	3803 WEDGWOOD CT	80528	62	57
Residential	2509 SINCLAIR AV	59048	43	29
Residential	1802 HUNTINGTON ST	40630	38	22
Residential	1600 W OHIO AV	32194	115	18
Residential	3111 W MICHIGAN AV	30330	27	21
Residential	4401 CROCKETT AV	105268	87	60
Residential	10 HANOVER DR	31126	32	34
Residential	1510 W INDIANA AV	86616	42	95
Residential	3323 W OHIO AV	23562	9	33
Residential	4807 BROOKDALE DR	114476	36	4
Residential	2900 DOUGLAS DR	71670	39	35
Residential	3804 ROOSEVELT DR	60356	57	12
Residential	2013 GLADEWOOD DR	115300	31	16
Residential	5010 JOY DR	89508	63	3
Residential	4200 EDGEBROOK PL	110448	35	38
Residential	3402 LIMESTONE LN	120902	26	14
Residential	4100 STRATTON DR	72800	28	8
Residential	1 REO CT	43728	44	11
Residential	11 LAKES DR	68664	34	33
Residential	1 HIALEAH DR	68524	96	58
Residential	5416 BASSWOOD CR	34764	28	28
Residential	2823 HAYNES DR	88326	28	9
Residential	2517 GODDARD DR	54804	27	26
Residential	4533 SHADY OAK CT	34584	9	26
Residential	1600 E OAK AV	65854	63	8
Residential	5304 SHADY BEND CT	35762	22	27
Residential	5324 SHADY BEND CT	35750	18	26
Residential	4812 RUSTIC TR	35640	10	37
Residential	3910 BAYBROOK CT	51188	45	57
Residential	3929 FAIRWOOD CT	51200	48	51
Residential	6835 ISLAND CR	35506	54	32
Residential	5329 RIDGEFIELD CT	35780	35	36
Residential	30 SADDLE CLUB DR	68554	120	26
Residential	2100 SEABOARD AV	15078	57	17
Residential	1303 CASTLEFORD RD	69156	28	25
Residential	4116 EDGEBROOK DR	51070	29	26
Residential	1403 DOUGLAS AV	13756	38	11
Residential	1900 W WALL ST	129994	36	21
Residential	2403 SEABOARD AV	94982	31	23
Residential	3528 STANOLIND AV	18124	33	33
Residential	1401 BEDFORD DR	54706	41	31
Residential	3909 CRESTLINE AV	20740	39	34
Residential	2108 WELLINGTON CT	64170	33	35
Residential	2813 MARMON DR	43356	92	56
Residential	1301 CASTLEFORD RD	69154	28	21
Residential	5203 N MIDLAND DR	48734	45	48

Residential	5301 GREEN TREE BL	35112	26	26
Residential	2001 ABBEY PL	96340	22	41
Residential	1714 COMMUNITY LN	82454	29	15
Residential	705 HARMONY DR	23100	20	29
Residential	2702 RACQUET CLUB DR	65270	31	21
Residential	1102 N CARRIZO ST	21486	34	38
Residential	2004 W TENNESSEE AV	38778	36	31
Residential	709 SANDELWOOD DR	23074	42	42
Residential	2304 TERRACE AV	29202	26	5
Residential	3410 WEDGWOOD ST	80716	33	4
Residential	410 COTTONWOOD AV	46162	28	24
Residential	2001 GULF AV	83696	22	33
Residential	2005 BOYD AV	83600	33	25
Residential	5705 RIDGEMONT PL	105050	34	36
Residential	1211 W INDIANA AV	86762	24	69
Residential	2203 BOYD AV	14834	34	8
Residential	903 COUNTRY CLUB DR	18248	27	11
Residential	810 W MICHIGAN AV	38272	35	30
Residential	4700 WOODHOLLOW DR	111660	29	44
Residential	3113 HUMBLE AV	47784	59	18
Residential	3105 HUMBLE AV	47792	29	26
Residential	4620 GRACELAND DR	117018	27	7
Residential	2401 TEXLAND CIR	116908	17	38
Residential	6108 HOMESTEAD BL	119348	27	28
Residential	5007 APPLE CREEK RD	125058	36	0
Residential	1703 HARVARD AV	65722	32	15
Residential	1707 BEDFORD DR	81928	66	59
Residential	11 METZ CT	31790	34	16
Residential	2310 BLUEBIRD LN	418	37	30
Residential	2823 METZ DR	88282	32	3
Residential	5012 LOS ALAMITOS DR	69080	46	5
Residential	3609 OAKRIDGE DR	21064	53	39
Residential	2809 STUTZ DR	88148	6	27
Residential	2405 DARTMOUTH DR	28244	22	30
Residential	4 GREENWICH DR	31108	60	54
Residential	4900 FOXBORO CT	48588	27	11
Residential	2502 W SHANDON AV	29920	31	27
Residential	1712 CESSNA DR	47616	29	10
Residential	1106 E NOBLES AV	90198	9	116
Residential	2519 GULF AV	88572	26	15
Residential	5 LAKES DR	68652	32	33
Residential	405 CASPER CT	28484	29	19
Residential	210 WINDRIDGE CR	107586	30	27
Residential	4836 RUSTIC TR	35372	30	14
Residential	4504 GREEN TREE BL	34512	5	33
Residential	2602 BLUEBIRD LN	63936	60	23
Residential	3607 BERMUDA CT	21214	6	43

Residential	4109 BAYBROOK DR	51094	38	42
Residential	10 SADDLE CLUB DR	68496	22	36
Residential	3909 BAYBROOK CT	51176	33	27
Residential	4429 VERDE GLEN CT	35908	40	15
Residential	6806 ISLAND CR	35562	32	36
Residential	5304 CARRINGTON CT	35304	31	12
Residential	4913 ISLAND DR	35618	9	79
Residential	3205 RACQUET CLUB DR	31070	37	35
Residential	2008 BEDFORD DR	82050	30	3
Residential	3 WARWICK PL	83584	164	83
Residential	2307 STANOLIND AV	94922	56	17
Residential	2004 HUMBLE AV	83686	27	36
Residential	1400 E NOBLES AV	17794	54	7
Residential	1800 WESTERN DR	55438	100	52
Residential	2513 HUMBLE AV	44712	58	47
Residential	3808 MONTY DR	60404	40	29
Residential	2102 WARD ST	88616	29	11
Residential	1701 COMMUNITY LN	82330	43	17
Residential	1701 DOUGLAS AV	82246	44	32
Residential	1701 HUNTINGTON ST	40620	34	13
Residential	2408 W GOLF COURSE RD	77092	2	42
Residential	3525 HUMBLE AV	30042	30	22
Residential	2802 DOUGLAS DR	48274	26	15
Residential	1804 HUNTINGTON ST	40632	42	17
Residential	1209 W TENNESSEE AV	57936	0	26
Residential	1501 N C ST	32140	11	26
Residential	911 N TERRELL ST	40004	102	3
Residential	2510 HARVARD AV	57992	31	60
Residential	3005 W GOLF COURSE RD	71500	26	15
Residential	1415 SPARKS ST	52646	41	41
Residential	2201 W KENTUCKY AV	18862	4	67
Residential	1701 W ILLINOIS AV	87334	57	21
Residential	504 HOLMSLEY AV	25614	85	9
Residential	1912 WINDDRIFT	32820	36	33
Residential	3104 W OHIO AV	30354	0	71
Residential	4105 WESTMINISTER DR	72332	30	22
Residential	2103 SEABOARD AV	14986	26	39
Residential	5008 PIMLICO DR	114258	22	28
Residential	3717 NORTHFIELD DR	81042	27	18
Residential	2824 GODDARD PL	25770	31	23
Residential	2401 FLARE CT	55120	26	22
Residential	2003 HUMBLE AV	83668	29	25
Residential	2207 GULF AV	14966	46	45
Residential	2502 AUBURN PL	31822	25	26
Residential	4013 LEHIGH DR	72444	35	27
Residential	2810 STUTZ DR	88188	28	23
Residential	400 W SPRUCE AV	42910	8	32

Residential	4006 DUNKIRK ST	72840	39	14
Residential	1606 COUNTRY CLUB DR	32424	66	61
Residential	1601 COUNTRY CLUB DR	32384	38	29
Residential	1607 GULF AV	11826	27	20
Residential	5716 GRASSLAND BL	33560	7	114
Residential	4311 FERNCLIFF AV	84866	30	24
Residential	3802 TRINITY DR	80538	27	7
Residential	4519 ST ANDREWS DR	26798	27	19
Residential	3337 PROVIDENCE DR	64834	39	5
Residential	15 BRISTOL CT	47612	24	32
Residential	419 ALTA AV	43158	30	9
Residential	1705 W CUTHBERT AV	32352	17	26
Residential	4817 WOODHOLLOW DR	111686	124	8
Residential	1400 W INDIANA AV	86628	32	5
Residential	1901 CENTERVIEW	32796	35	35
Residential	3607 BAUMANN AV	57386	41	1
Residential	611 S JACKSON ST	36736	4	42
Residential	301 ALPINE ST	23664	32	25
Residential	8200 GLASGOW DR	59114	43	47
Residential	5102 SHADYLANE DR	91710	48	23
Residential	2005 FRINGEWOOD DR	114960	29	18
Residential	4905 LEISURE DR	91278	32	21
Residential	3401 MARBLE LN	123052	32	31
Residential	1 WILLOW CT	31078	95	15
Residential	4003 BLAKEMORE CT	80988	31	44
Residential	4303 VALLEY DR	71994	35	28
Residential	1801 DEVONSHIRE CT	64404	22	34
Residential	4800 TEAKWOOD TRCE	34542	35	14
Residential	1609 E PECAN AV	65798	24	48
Residential	1802 ENGLISH DR	81440	31	3
Residential	2818 METZ DR	88312	30	42
Residential	3316 PROVIDENCE DR	65006	102	10
Residential	3901 CRESTGATE AV	20728	26	26
Residential	4306 CRESTRIDGE DR	20804	29	11
Residential	1801 E OAK AV	66306	31	6
Residential	3607 HYDE PARK AV	84434	37	12
Residential	4505 MEREDITH PL	53192	7	150
Residential	3921 TANFORAN CT	51234	40	16
Residential	4012 FAIRWOOD DR	51012	33	25
Residential	2812 FANNIN AV	79128	10	26
Residential	17 SADDLE CLUB DR	68626	19	26
Residential	2007 COLEMAN CT	30834	16	31
Residential	1201 COUNTRY CLUB DR	19808	44	34
Residential	3526 STANOLIND AV	18126	27	14
Residential	2201 W GOLF COURSE RD	100092	7	131
Residential	4800 ISLAND DR	35602	23	65
Residential	1302 CASTLEFORD RD	69136	31	27

Residential	4909 LANCASHIRE RD	69114	27	16
Residential	5115 ASHDOWN PL	68886	98	154
Residential	1100 N COLORADO ST	38450	1	42
Residential	4214 FERNCLIFF AV	84910	9	66
Residential	1603 GULF AV	11830	35	6
Residential	2404 SHELL AV	77194	28	16
Residential	1 LIVE OAK DR	11676	99	56
Residential	1609 SEABOARD AV	11872	26	20
Residential	2606 FANNIN AV	29288	35	11
Residential	3201 STANOLIND AV	47902	50	17
Residential	1411 W CUTHBERT AV	54642	49	14
Residential	2202 COUNTRY CLUB DR	82024	33	27
Residential	1206 W MISSOURI AV	86552	37	34
Residential	5805 DEVLIN PL	33676	20	27
Residential	2009 WINDDRIFT	32852	32	17
Residential	2701 RACQUET CLUB DR	65274	20	55
Residential	4100 SPRINGFIELD CT	81182	49	34
Residential	2612 HUGHES ST	77696	27	4
Residential	2 LIVE OAK DR	11678	22	26
Residential	4124 RADCLIFF CT	81132	26	10
Residential	1405 N GARFIELD ST	23762	16	43
Residential	1201 PRINCETON AV	13718	102	33
Residential	2000 PRINCETON AV	82146	90	46
Residential	2603 HUGHES ST	77706	26	13
Residential	2603 LOCKHEED DR	48216	52	28
Residential	906 W TENNESSEE AV	38184	95	116
Residential	2725 RACQUET CLUB DR	65290	36	18
Residential	1210 LYNN AV	47412	47	1
Residential	1606 N N ST	82504	71	46
Residential	1 ASHLIN DR	11666	95	29
Residential	1416 E PARKER AV	17758	22	33
Residential	2507 SHELL AV	44746	79	40
Residential	2504 HUMBLE AV	88590	31	23
Residential	1206 COMMUNITY LN	26276	69	28
Residential	3528 LONOKE AV	46218	55	15
Residential	8100 GLASGOW DR	59118	41	30
Residential	2109 DEEANNA LN	111630	25	27
Residential	2602 FAULKNER DR	90422	31	2
Residential	8011 EDINBURGH DR	59134	29	6
Residential	2100 S TERRELL ST	104414	32	20
Residential	1304 E DORMARD AV	77596	26	21
Residential	1102 MANOR ST	78384	27	5
Residential	2104 WHITNEY DR	47968	27	29
Residential	3115 PALO VERDE GLEN	119176	33	28
Residential	5002 GATEWAY CT	129968	36	21
Residential	1608 COUNTRY CLUB DR	32422	83	45
Residential	5008 MIRA VISTA CR	49876	47	14

Residential	4200 TANFORAN AV	118166	30	27
Residential	4208 ROADRUNNER TR	70860	72	42
Residential	3117 HUMBLE AV	47780	29	23
Residential	3901 TANFORAN CT	51240	38	16
Residential	2007 E PINE AV	19334	13	26
Residential	1501 W OHIO AV	32148	59	48
Residential	1001 S JEFFERSON ST	73272	31	1
Residential	4308 READING AV	72770	26	6
Residential	1110 MORAN ST	49466	46	35
Residential	1722 NORMANDY LN	64556	34	5
Residential	5009 WHITMAN DR	63980	27	6
Residential	2402 SINCLAIR AV	77174	42	6
Residential	6208 DRIFTWOOD DR	34958	47	80
Residential	910 CITATION	68730	28	27
Residential	507 GEORGE AV	99492	37	19
Residential	216 BLACKBERRY CR	50984	32	40
Residential	2805 RACQUET CLUB DR	65322	30	19
Residential	300 E NOBLES AV	52374	0	27
Residential	4809 CRISTA LN	21326	108	1
Residential	200 WINDRIDGE CR	107582	41	6
Residential	410 NEELY AV	98436	5	63
Residential	101 WINDRIDGE CR	105890	26	22
Residential	4901 LANCASHIRE RD	69108	35	33
Residential	4400 MEADOWLARK LN	48672	49	47
Residential	5100 KING RICHARDS ROW	34310	31	42
Residential	5425 BASSWOOD CR	35094	40	43
Residential	4450 DOGWOOD CT	34938	61	56
Residential	3209 MARMON DR	43452	27	15
Residential	2001 SINCLAIR AV	83604	41	15
Residential	5142 ASHDOWN PL	68848	38	12
Residential	5461 JUNIPER CT	35032	67	29
Residential	3511 CARDINAL LN	486	34	6
Residential	2100 NEELY AV	25424	27	26
Residential	2310 NEELY AV	29152	29	23
Residential	4307 ARROYO DR	72082	60	35
Residential	600 W KANSAS AV	25510	38	13
Residential	1300 W KENTUCKY AV	104188	32	31
Residential	2011 WINFIELD RD	83646	33	16
Residential	2000 SHELL AV	83632	29	11
Residential	3406 STANOLIND AV	48044	60	18
Residential	4819 RIC DR	93696	28	15
Residential	1115 E ESTES AV	31228	7	30
Residential	1407 DOUGLAS AV	13760	75	40
Residential	3112 GULF AV	47850	30	26
Residential	2208 HARVARD AV	82126	42	14
Residential	3519 GULF AV	11688	32	8
Residential	2304 LOCKHEED DR	69536	45	21

Residential	1502 DOUGLAS AV	82274	34	28
Residential	1707 COMMUNITY LN	82324	26	24
Residential	1400 DOUGLAS AV	13768	29	11
Residential	1507 W OHIO AV	32142	42	32
Residential	3609 APACHE DR	59832	32	20
Residential	107 RIDGLEA DR	67968	27	7
Residential	900 COUNTRY CLUB DR	18314	44	37
Residential	1209 COUNTRY CLUB DR	54676	26	14
Residential	3406 PRINCETON AV	44304	28	16
Residential	405 W BROADWAY	32174	32	27
Residential	1203 COLLEGE AV	86912	3	40
Residential	906 BEDFORD DR	18340	54	39
Residential	1414 COUNTRY CLUB DR	54714	26	19
Residential	1203 COUNTRY CLUB DR	54670	59	100
Residential	1408 MOGFORD ST	52658	17	42
Residential	3200 LOCKHEED DR	71550	34	36
Residential	901 W CUTHBERT AV	38404	34	22
Residential	803 W KANSAS AV	38280	44	9
Residential	401 W BROADWAY	32172	64	14
Residential	3308 CUNNINGHAM DR	59678	26	17
Residential	2113 WINDDRIFT	32842	25	28
Residential	607 N D ST	38224	15	34
Residential	4707 SHADYLANE DR	92118	31	14
Residential	3521 W ILLINOIS AV	60326	69	18
Residential	302 KESSLER AV	30716	21	48
Residential	1002 DENTON ST	44512	27	21
Residential	1805 CASTLEFORD RD	64338	29	34
Residential	2304 HERMITAGE CT	63646	56	49
Residential	4514 ROSEWOOD DR	15790	27	29
Residential	2806 PURPLE SAGE TR	82864	38	33
Residential	1810 DEVONSHIRE CT	64416	19	31
Residential	4009 NORWOOD ST	72852	27	21
Residential	4502 STILLMEADOW DR	72194	51	28
Residential	3509 W WADLEY AV	41368	4	79
Residential	3204 RACQUET CLUB DR	31114	47	24
Residential	3008 RACQUET CLUB DR	31088	35	14
Residential	2404 SEABOARD AV	16712	26	18
Residential	3310 OAKMONT DR	27566	30	26
Residential	46 LAFAYETTE PL	98228	32	27
Residential	1200 W SCHARBAUER DR	70248	4	53
Residential	2702A N PECOS ST	98376	28	16
Residential	709 BOYD AV	52852	14	27
Residential	3402 MILLBROOK PL	80682	30	15
Residential	4204 CRESTWOOD AV	20704	27	27
Residential	4621 ROSEWOOD DR	15772	23	40
Residential	3309 MA-MAR CT	68046	32	37
Residential	1601 STOREY AV	32328	79	40

Residential	2509 DARTMOUTH DR	28176	26	19
Residential	2400 BOYD AV	77120	28	0
Residential	2901 RACQUET CLUB DR	19444	41	33
Residential	3619 IMPERIAL AV	84332	54	42
Residential	3807 WEDGWOOD CT	80532	31	46
Residential	3402 CHOATE PL	80700	37	28
Residential	2751 RACQUET CLUB DR	65310	30	12
Residential	805 W SPRUCE AV	80054	29	20
Residential	5217 STOREY AV	91616	15	95
Residential	704 AUSTIN ST	23004	31	14
Residential	2301 BRUNSON AV	18628	30	9
Residential	109 HOWARD DR	60914	30	4
Residential	4704 THOMASON DR	92490	39	8
Residential	1511 W MISSOURI AV	86614	27	21
Residential	2017 GLADEWOOD DR	115304	30	17
Residential	4616 WOODBAR CT	116448	27	13
Residential	201 HOWARD DR	60908	3	51
Residential	2021 FRINGEWOOD DR	114590	26	29
Residential	1800 S MAIN ST	14724	38	23
Residential	2501 DARTMOUTH DR	28168	27	17
Residential	5117 DAVENTRY PL	68854	40	39
Residential	1604 CASTLEFORD RD	64260	27	35
Residential	5016 SHERWOOD DR	34432	22	27
Residential	2707 RACQUET CLUB DR	65278	29	14
Residential	3114 GULF AV	47852	37	31
Residential	4007 CRESTWOOD AV	20752	29	28
Residential	1609 STANOLIND AV	11848	51	13
Residential	4 BAY MEADOWS LN	68494	140	9
Residential	4565 SHADY OAK CT	34552	39	22
Residential	6212 ORIOLE CT	35236	30	22
Residential	2208 NEELY AV	25376	42	21
Residential	106 W DENGAR AV	12410	81	2
Residential	4616 BREEZEWAY CT	35956	30	31
Residential	3925 FAIRWOOD CT	51202	32	32
Residential	3922 BAYBROOK CT	51194	64	73
Residential	7 HAWTHORNE DR	68618	76	20
Residential	4608 BREEZEWAY CT	35960	26	70
Residential	6307 DRIFTWOOD DR	34696	37	34
Residential	4475 HACKBERRY CT	34642	8	27
Residential	3611 APOLLO CT	21092	28	24
Residential	5115 POLO CLUB RD	368	41	12
Residential	802 PALOMINO	68782	32	16
Residential	2201 SOUTHHAMPTON LN	64106	43	12
Residential	3006 LOMA DR	42814	113	7
Residential	4400 #1 N BIG SPRING ST	28934	173	132
Residential	5117 CONCHO DR	53288	27	10
Residential	3303 CARDINAL LN	478	27	33

Residential	5000 CANDLE TREE CV	63884	40	32
Residential	5305 GREEN TREE BL	35108	26	34
Residential	2401 SEABOARD AV	94984	127	10
Residential	1606 N D ST	32100	30	21
Residential	2501 CONCORD AV	40590	33	31
Residential	2410 GULF AV	94884	40	25
Residential	1606 GULF AV	11840	46	46
Residential	900 HARVARD AV	18374	30	23
Residential	2509 SHELL AV	44748	28	14
Residential	2004 GULF AV	83718	25	32
Residential	1114 E JAX AV	16452	28	3
Residential	4104 DYER CR	72470	28	17
Residential	4009 SPRINGFIELD CT	81248	34	34
Residential	1913 N MAIN ST	52592	22	45
Residential	2206 GULF AV	15020	41	35
Residential	3306 ROSEMONT DR	27856	24	26
Residential	1001 SINCLAIR AV	11570	42	22
Residential	2312 SEABOARD AV	16692	35	5
Residential	4209 FERNCLIFF AV	84886	43	25
Residential	4506 LA SALLE CR	70622	51	7
Residential	907 N DALLAS ST	102154	28	5
Residential	5608 GRASSLAND BL	33258	30	29
Residential	4620 HILLTOP DR	117720	40	19
Residential	5004 GATEWAY CT	129966	36	21
Residential	4224 BAYBROOK PL	110404	26	20
Residential	3115 HUMBLE AV	47782	34	31
Residential	3201 PALO VERDE GLEN	119178	24	28
Residential	4228 TIMBERGLEN PL	117916	36	42
Residential	2504 TEXLAND CIR	116932	57	59
Residential	4208 TANFORAN AV	118164	27	12
Residential	4221 TANFORAN AV	120680	22	45
Residential	4509 ANDREWS HWY	39422	32	20
Residential	311 S JEFFERSON ST	75272	38	32
Residential	2500 BLUEBIRD LN	414	35	15
Residential	3219 W LOUISIANA AV	13130	31	29
Residential	1601 N D ST	44050	55	47
Residential	205 EDGEWOOD DR	92068	35	20
Residential	211 WINDRIDGE CR	105860	35	10
Residential	4800 KNIGHTS PL	64672	29	29
Residential	1724 NORMANDY LN	64554	34	34
Residential	4906 HILLSBORO CT	48618	32	33
Residential	3811 CRESTGATE AV	20570	39	33
Residential	5308 WIDENER STRIP	34106	25	28
Residential	5106 CASTLEFORD RD	68982	41	40
Residential	4704 GREEN TREE BL	34530	33	26
Residential	9 SADDLE CLUB DR	68600	28	36
Residential	4401 STILLMEADOW DR	72312	34	7

Residential	305 W JAX AV	20282	26	5
Residential	2703 PURPLE SAGE TR	82916	119	2
Residential	1608 W PINE AV	89758	49	10
Residential	5 WEEPING WILLOW LN	38030	118	85
Residential	808 ELK AV	18434	34	23
Residential	4805 ISLAND DR	35496	53	43
Residential	5004 SHERWOOD DR	34448	41	12
Residential	3914 FAIRWOOD CT	51222	37	10
Residential	4400 WOODHOLLOW DR	15860	45	32
Residential	4101 FAIRWOOD DR	51060	30	34
Residential	4921 KING RICHARDS ROW	34488	28	39
Residential	6201 ORIOLE CT	35248	32	31
Residential	18 SADDLE CLUB DR	68534	35	10
Residential	4449 HACKBERRY CT	34668	32	19
Residential	2206 STANOLIND AV	15044	26	14
Residential	2307 W SHANDON AV	29482	26	20
Residential	2 SADDLE CLUB DR	68484	55	29
Residential	4524 BENT TREE TR	35964	30	28
Residential	6803 ISLAND CR	35538	24	26
Residential	5499 BEECHWOOD CT	35072	27	14
Residential	3110 MA-MAR AV	47862	39	40
Residential	3027 FREDNA PL	95736	26	5
Residential	1501 W SCHARBAUER DR	100086	140	102
Residential	106 S DEWBERRY DR	92224	26	15
Residential	506 S LINCOLN ST	36398	36	29
Residential	4411 ANETTA DR	88862	6	28
Residential	4520 ANETTA DR	89020	27	12
Residential	1608 N WEATHERFORD ST	12098	31	26
Residential	4217 GREENBRIAR DR	84402	26	22
Residential	3104 DELANO AV	22084	27	21
Residential	2 WARWICK PL	83586	121	66
Residential	3109 STANOLIND AV	47872	26	23
Residential	1207 COUNTRY CLUB DR	54674	30	29
Residential	802 HARVARD AV	18384	27	25
Residential	3419 W LOUISIANA AV	23338	27	22
Residential	1704 W MISSOURI AV	87482	72	8
Residential	914 PRINCETON AV	18416	52	18
Residential	11 BRISTOL CT	47602	27	18
Residential	700 STOREY AV	19802	31	9
Residential	5622 GRASSLAND BL	33250	30	29
Residential	1205 COMMUNITY LN	26304	37	29
Residential	1202 N COLORADO ST	38508	28	3
Residential	1400 BEDFORD DR	13700	27	15
Residential	710 RUBY DR	62358	26	0
Residential	2504 W CUTHBERT AV	42464	27	21
Residential	5511 HATHAWAY CT	33348	29	27
Residential	200 S L ST	102074	29	7

Residential	2513 HARVARD AV	58000	20	70
Residential	909 HARVARD AV	18324	50	111
Residential	1200 COUNTRY CLUB DR	54724	27	21
Residential	1503 HARVARD AV	65680	43	8
Residential	4400B THOMASON DR	100328	21	33
Residential	1211 COUNTRY CLUB DR	54678	55	28
Residential	1215 COUNTRY CLUB DR	54680	46	30
Residential	5700 RIDGEMONT PL	33532	28	32
Residential	1601 W WASHINGTON AV	87188	48	3
Residential	5600 RIDGEMONT	33216	25	36
Residential	1608 W MICHIGAN AV	32264	30	13
Residential	5500 HILLCREST	33172	34	23
Residential	1509 MCDONALD ST	78038	12	31
Residential	5612 DREXEL CT	33110	31	28
Residential	4605 CHERRYWOOD DR	15924	28	24
Residential	4701 MIMOSA CT	15756	18	31
Residential	1831 DUKES DR	64466	43	22
Residential	4511 WOODHOLLOW DR	15804	32	34
Residential	2511 SINCLAIR AV	59046	51	32
Residential	3804 ST ANDREWS CT	80504	27	17
Residential	4102 COMPTON DR	72440	11	29
Residential	2011 KEITH ST	19976	31	23
Residential	1901 W KENTUCKY AV	87886	52	42
Residential	3307 WOODHAVEN DR	80946	32	28
Residential	425 W DORMARD AV	42892	76	47
Residential	416 E OAK AV	98552	29	11
Residential	2100 N L ST	83730	50	44
Residential	11 MARINOR CT	29814	28	2
Residential	2 WILLOW CT	31080	85	83
Residential	1410 COMMUNITY LN	26288	41	38
Residential	3233 CIMMARON AV	41854	33	13
Residential	1408 COMMUNITY LN	26286	39	25
Residential	2516 SINCLAIR AV	44764	48	37
Residential	4007 GLENEAGLES CT	55666	30	19
Residential	2501 W SHANDON AV	29924	28	22
Residential	2802 CIMMARON AV	79024	28	26
Residential	1704 CHERRY LN	24500	31	12
Residential	403 E CUTHBERT AV	52468	27	18
Residential	1008 W KENTUCKY AV	86966	58	20
Residential	5805 STONECREST	32824	30	11
Residential	4607 W CUTHBERT AV	14190	38	30
Residential	1211 W KENTUCKY AV	87092	36	17
Residential	4506 MONTY DR	92760	71	17
Residential	1710 W MISSOURI AV	87478	31	19
Residential	105 N BENTWOOD DR	91830	42	4
Residential	600 RUBY DR	61310	34	5
Residential	1909 HOLLOWAY AV	87734	35	22

Residential	3104 KESSLER AV	22332	39	8
Residential	4200 FAIRWOOD PL	110416	28	23
Residential	7912 GLASGOW DR	59124	33	19
Residential	505 RHODE ISLAND AV	49560	31	8
Residential	4203 PASADENA DR	63190	32	33
Residential	3913 AVONDALE DR	60790	16	101
Residential	4212 PLEASANT DR	63206	36	5
Residential	5009 GRANITE LN	119350	41	33
Residential	4233 BAYBROOK PL	110392	54	35
Residential	1316 TERRA CT	69250	39	38
Residential	25 SADDLE CLUB DR	68634	51	64
Residential	1609 N I ST	82398	39	36
Residential	1908 WARD ST	44788	27	23
Residential	6205 DRIFTWOOD DR	34684	37	22
Residential	1407 PRINCETON AV	13708	40	20
Residential	728 AUGUSTA DR	68394	26	21
Residential	5418 BASSWOOD CR	34766	25	32
Residential	4 LAKES DR	68650	28	13
Residential	12 SADDLE CLUB DR	68498	16	26
Residential	4400 VERDE GLEN CT	35924	27	16
Residential	4505 BENT TREE TR	35896	23	31
Residential	5 HAWTHORNE DR	68616	57	25
Residential	3927 TANFORAN CT	51232	22	42
Residential	5305 RIDGEFIELD CT	35768	31	28
Residential	4001 BLAKEMORE CT	80986	33	26
Residential	2807 MARMON DR	43362	30	25
Residential	6807 ISLAND CR	35534	28	24
Residential	4941 RUSTIC TR	35446	21	30
Residential	511 GEORGE AV	99484	2	94
Residential	803 CANONERO	68756	39	26
Residential	1610 STANOLIND AV	11866	25	27
Residential	4800 OAKWOOD CT	35218	21	27
Residential	4902 OAKWOOD CT	35252	45	43
Residential	17 LAKES DR	68676	36	31
Residential	2400 WHITMIRE BL	38120	34	31
Residential	4201 CRESTWOOD AV	20620	5	33
Residential	4905 TATTENHAM CN	111218	27	33
Residential	3602 SINCLAIR AV	83958	60	55
Residential	4411 CRENSHAW DR	28900	136	10
Residential	2305 BOYD AV	77062	29	50
Residential	2512 HUMBLE AV	88582	26	23
Residential	1911 N MAIN ST	52594	22	64
Residential	1612 SEABOARD AV	11894	35	34
Residential	1900 N MARIENFELD ST	20056	21	61
Residential	1700 W CUTHBERT AV	32400	35	23
Residential	2007 COUNTRY CLUB DR	81968	23	26
Residential	3408 HUMBLE AV	77912	32	30

Residential	1206 PRINCETON AV	13746	37	28
Residential	1807 W TENNESSEE AV	88064	40	5
Residential	406 HART AV	20082	36	28
Residential	506 EUGENE AV	19990	0	165
Residential	5724 RIDGEMONT PL	33520	29	26
Residential	1600 COUNTRY CLUB DR	32428	39	5
Residential	1608 GULF AV	11842	67	47
Residential	2003 STANOLIND AV	83726	27	18
Residential	2602 HUGHES ST	77686	13	104
Residential	4211 GREENBRIAR DR	84600	43	8
Residential	4207 THORNBERRY DR	84994	27	12
Residential	1611 STANOLIND AV	11846	36	24
Residential	5716 RIDGEMONT PL	33524	30	13
Residential	8100 EDINBURGH DR	59158	40	44
Residential	5004 OPAL CT	129974	36	21
Residential	1616 PUEBLO	99644	45	13
Residential	410 CRENSHAW DR	28866	34	26
Residential	4125 FOX HOLLOW CT	81166	36	4
Residential	1711 BEDFORD DR	81926	37	18
Residential	1 METZ CT	31770	28	21
Residential	13 STUTZ CT	31702	28	11
Residential	5310 GREATHOUSE AV	128774	20	26
Residential	3301 DELANO AV	59440	50	71
Residential	4105 TUMBLEWEED TR	119340	27	4
Residential	515 E MONTGOMERY AV	15128	36	24
Residential	2414 HAYNES DR	54924	9	53
Residential	4403 WESTMINISTER DR	72328	29	18
Residential	404 SPRING MEADOW CT	48390	34	28
Residential	1800 KENSINGTON LN	64502	35	12
Residential	2003 BOYD AV	83602	40	64
Residential	124 SOLOMON LN	50946	37	32
Residential	5612 ASHWOOD CT	105014	50	6
Residential	8 SUFFOLK DR	68526	27	6
Residential	701 DORAL CT	68466	38	20
Residential	1606 MAPLE AV	65908	41	57
Residential	15 HIALEAH DR	68568	39	29
Residential	3706 NORTHFIELD DR	81018	30	17
Residential	102 E PECAN AV	45630	52	14
Residential	4500 LENNOX DR	72212	33	21
Residential	6924 SUNRISE CT	35722	36	38
Residential	4114 TANFORAN AV	51256	35	39
Residential	3902 CRESTLINE AV	20732	8	27
Residential	317 E CLOUD AV	78852	120	57
Residential	4301 VALLEY DR	71992	38	33
Residential	5112 WIDENER STRIP	118194	34	27
Residential	4700 ISLAND DR	35384	28	27
Residential	2201 STANOLIND AV	15004	29	11

Residential	1405 W MICHIGAN AV	88410	65	44
Residential	6810 ISLAND CR	100908	63	36
Residential	1 SADDLE CLUB DR	68612	53	49
Residential	3920 TANFORAN CT	51250	18	28
Residential	2411 CULPEPER DR	28290	26	10
Residential	1805 N H ST	94758	17	28
Residential	1904 N L ST	83660	47	59
Residential	2307 GULF AV	94844	27	7
Residential	1906 N L ST	83672	35	18
Residential	4 LIVE OAK DR	11682	26	18
Residential	1 WARWICK PL	83588	96	29
Residential	1501 DOUGLAS AV	82270	30	22
Residential	1209 DOUGLAS AV	13742	37	9
Residential	1708 DOUGLAS AV	82308	15	135
Residential	2008 W GOLF COURSE RD	83596	40	35
Residential	2905 SENTINEL DR	71662	28	21
Residential	5804 STERLING PL	33772	41	15
Residential	3200 SINCLAIR AV	47702	31	25
Residential	310 W CUTHBERT AV	38484	46	11
Residential	4400 WILSHIRE DR	90944	26	11
Residential	1706 MABERRY ST	97420	30	20
Residential	712 W NOBLES AV	67934	12	55
Residential	1901 BRUNSON AV	87676	60	51
Residential	605 STOREY AV	25488	28	15
Residential	2801 LOCKHEED DR	48186	56	41
Residential	1302 SPARKS ST	70034	16	37
Residential	900 N F ST	54660	31	16
Residential	5504 RIDGEMONT	33208	31	32
Residential	5208 SUNNYSIDE DR	93880	28	19
Residential	3103 W MICHIGAN AV	30322	28	10
Residential	3222 HILL AV	21838	32	11
Residential	1309 S COLORADO ST	14312	31	30
Residential	4401 ROOSEVELT DR	92988	10	38
Residential	204 DELMAR DR	61772	66	61
Residential	5114 SUNNYSIDE DR	93856	41	0
Residential	2500 COUNTRY CLUB DR	42486	31	19
Residential	4510 CARDINAL LN	48698	24	26
Residential	4703 RICHMOND CT	64328	22	26
Residential	2511 SEABOARD AV	37632	26	14
Residential	2200 STANOLIND AV	15050	32	5
Residential	2501 TAMARIND DR	63910	32	12
Residential	903 DOUGLAS AV	18392	65	56
Residential	2904 MOSS AV	25898	34	51
Residential	4006 ANGELINA DR	102824	30	24
Residential	1610 WINFIELD RD	11790	36	84
Residential	2500 DARTMOUTH DR	28188	48	45
Residential	2009 N H ST	79188	40	23

Residential	3300 WOODHAVEN DR	80936	15	35
Residential	6 GREENWICH DR	31112	23	35
Residential	3625 HYDE PARK AV	84418	102	10
Residential	4518 CHERRYWOOD DR	15812	27	32
Residential	4009 CRESTWOOD AV	20750	30	22
Residential	1704 CIMMARON DR	19452	37	30
Residential	402 ALTA AV	98474	34	36
Residential	2408 SEABOARD AV	16716	28	21
Residential	1400 CHESTNUT AV	17674	3	53
Residential	1503 CIMMARON DR	19360	35	8
Residential	1708 CIMMARON DR	19448	32	27
Residential	1604 WINFIELD RD	11784	27	18
Residential	2101 WINFIELD RD	83698	47	23
Residential	3804 TRINITY DR	80536	43	11
Residential	2759 RACQUET CLUB DR	65316	13	39
Residential	4120 FOX HOLLOW CT	81160	16	31
Residential	111 S M ST	87508	33	4
Residential	214 S L ST	87578	26	11
Residential	405 S LEE ST	52032	3	140
Residential	1306 W MISSOURI AV	86566	23	41
Residential	700 S LINCOLN ST	36748	41	9
Residential	4707 THOMASON DR	91152	35	32
Residential	2309 BRUNSON AV	18636	30	9
Residential	4613 KIOWA DR	17212	27	21
Residential	123 N GLENWOOD DR	92072	33	21
Residential	2507 COLLEGE AV	18776	95	89
Residential	4701 PASADENA DR	89220	35	34
Residential	210 N GLENWOOD DR	92326	8	42
Residential	4507 MONTY DR	92938	28	27
Residential	715 BECKLEY DR	62332	31	20
Residential	7912 BRIARWOOD AV	59084	35	29
Residential	4509 PLEASANT DR	89124	41	23
Residential	4712 WOODBAR CT	116284	30	12
Residential	3106 CALLAWAY DR	110136	50	41
Residential	4726 LEISURE DR	91250	34	5
Residential	6408 GLADIOLA AV	124696	65	36
Residential	1311 TERRA CT	69280	26	17
Residential	2503 CANDLE TREE CV	63880	26	6
Residential	3506 TRINITY MEADOWS DR	80824	30	25
Residential	1604 MAPLE AV	65906	26	23
Residential	4512 FAIRGATE DR	26736	4	30
Residential	4116 RADCLIFF CT	81126	32	30
Residential	736 AUGUSTA DR	68390	36	27
Residential	4497 HACKBERRY CT	34620	23	27
Residential	4102 SKYLINE DR	71882	29	19
Residential	5498 CYPRESS CT	34844	35	25
Residential	3918 BAYBROOK CT	51192	27	33

Residential	3910 FAIRWOOD CT	51220	87	102
Residential	1904 CRESCENT PL	20566	29	20
Residential	5105 BRIGHTON PL	68910	35	20
Residential	4904 OAKWOOD CT	35254	26	18
Residential	5300 SCOTTSBORO LN	35736	38	17
Residential	3926 BAYBROOK CT	51196	26	32
Residential	1200 PRINCETON AV	13752	41	40
Residential	4909 POLO PARKWAY	101530	9	37
Residential	808 CANONERO	68768	30	12
Residential	2302 CULPEPER DR	28214	34	18
Residential	6301 DRIFTWOOD DR	34690	47	42
Residential	4510 MEADOWLARK LN	48646	26	35
Residential	1704 COUNTRY CLUB DR	81930	28	74
Residential	4803 ELMA DR	95424	9	26
Residential	1510 BUTTERNUT LN	81770	28	6
Residential	1604 SEABOARD AV	11886	31	18
Residential	1702 W CUTHBERT AV	32398	35	27
Residential	3111 STANOLIND AV	47870	43	8
Residential	5501 RIO GRANDE AV	111260	3	90
Residential	2002 DOUGLAS AV	82334	53	33
Residential	2003 SHELL AV	83628	34	24
Residential	2402 LOCKHEED DR	69530	28	26
Residential	1513 DOUGLAS AV	82262	36	18
Residential	3515 HYDE PARK AV	41286	42	11
Residential	2600 RACQUET CLUB DR	25468	34	8
Residential	1400 MABERRY ST	48302	34	13
Residential	2001 BEDFORD DR	82020	172	130
Residential	1710 COMMUNITY LN	82452	39	51
Residential	2104 N I ST	79166	30	30
Residential	1601 STANOLIND AV	11856	29	38
Residential	1604 N I ST	82388	55	49
Residential	1610 N L ST	82462	31	4
Residential	2308 BOYD AV	77130	30	10
Residential	1605 STANOLIND AV	11852	54	40
Residential	408 GEORGE AV	99504	36	12
Residential	2207 WINFIELD RD	83712	31	15
Residential	2505 PRINCETON AV	42508	29	27
Residential	8012 DUNBLANE DR	59200	82	25
Residential	2302 CHRETIEN PL	63480	30	11
Residential	3103 HUMBLE AV	47794	27	17
Residential	4232 TIMBERGLEN PL	119826	25	27
Residential	4300 TUMBLEWEED TR	119564	47	67
Residential	1205 LAWSON AV	44056	115	37
Residential	1204 LAWSON AV	44058	67	24
Residential	4301 LEHIGH DR	72782	27	24
Residential	2304 SINCLAIR AV	77150	42	20
Residential	1406 S MINEOLA ST	73526	26	18

Residential	901 PECAN CT	39144	75	53
Residential	3410 BLUEBIRD LN	110744	53	44
Residential	1907 COLEMAN CT	30822	44	23
Residential	2803 METZ DR	88262	32	29
Residential	721 PINEHURST DR	68420	29	11
Residential	5420 BASSWOOD CR	34768	11	45
Residential	4606 ISLAND DR	35388	30	8
Residential	4107 BOULDER DR	72098	40	10
Residential	1906 CRESCENT PL	20564	40	27
Residential	914 HARVARD AV	18360	174	115
Residential	1608 STANOLIND AV	11864	86	219
Residential	2305 BELLECHASSE CT	63754	26	7
Residential	2809 SAND HILL CR	82816	29	16
Residential	4804 OAKWOOD CT	35222	35	27
Residential	9 LAKES DR	68660	31	22
Residential	13 HIALEAH DR	68570	46	15
Residential	4313 BOULDER DR	71940	14	26
Residential	3900 CRESTLINE AV	20730	27	21
Residential	2402 HAYNES DR	54936	43	74
Residential	1603 STANOLIND AV	11854	23	27
Residential	2808 SAND HILL CR	82798	28	12
Residential	4402 WOODHOLLOW DR	15862	26	30
Residential	4001 CRESTRIDGE DR	20894	30	23
Residential	4906 KINGSBORO CT	48604	29	10
Residential	406 SKYWOOD CR	108294	44	12
Residential	4503 TEAKWOOD TRCE	34930	26	22
Residential	3206 HAYNES DR	25940	21	26
Residential	2307 TERRACE AV	29162	26	53
Residential	4844 RUSTIC TR	35366	60	27
Residential	1700 COUNTRY CLUB DR	32406	33	4
Residential	5415 RIDGEMONT CT	33036	63	16
Residential	504 S MINEOLA ST	75040	26	0
Residential	2008 SINCLAIR AV	83616	27	21
Residential	2004 GLADEWOOD DR	114380	63	21
Residential	3109 MA-MAR AV	47856	27	17
Residential	1202 W GOLF COURSE RD	24586	114	24
Residential	2600 NORTHRUP DR	77736	26	15
Residential	2807 SENTINEL DR	48266	25	26
Residential	1202 PRINCETON AV	13750	49	45
Residential	5705 HIGHLAND BL	33638	38	35
Residential	1803 HUNTINGTON ST	40612	14	33
Residential	2004 COMMUNITY LN	82476	37	26
Residential	1605 N GARFIELD ST	69564	26	4
Residential	1504 N D ST	32112	84	14
Residential	901 PRINCETON AV	18348	26	9
Residential	2415 #13 IDLEWILDE DR	103178	2	59
Residential	5406 DREXEL CT	32976	36	21

Residential	5811 HIGHLAND BL	33736	34	58
Residential	3115 W KANSAS AV	97658	26	1
Residential	1608 BEDFORD DR	65710	34	38
Residential	915 BEDFORD DR	18298	29	33
Residential	3625 SINCLAIR AV	83866	25	30
Residential	1706 STOREY AV	32356	51	32
Residential	3100 W LOUISIANA AV	30278	4	30
Residential	3106 W MICHIGAN AV	30312	3	30
Residential	401 S LEE ST	52036	28	16
Residential	3101 METZ DR	43744	31	29
Residential	4000 BLAKEMORE CT	80994	27	19
Residential	2108 WESTERN DR	55334	29	4
Residential	3105 STANOLIND AV	47876	28	46
Residential	1610 GULF AV	11844	32	16
Residential	2203 WINFIELD RD	83708	24	26
Residential	4102 WESTMINISTER DR	72278	26	17
Residential	1305 TERRA CT	69286	29	9
Residential	2828 STUTZ DR	88170	31	10
Residential	3406 TRINITY DR	80678	26	10
Residential	1922 E PECAN AV	19212	30	24
Residential	2108 N I ST	79170	29	17
Residential	3 DEERFIELD DR	31094	35	34
Residential	1915 N TYLER ST	47386	47	4
Residential	4 BENTLEY CT	43668	26	18
Residential	1908 N L ST	83674	61	37
Residential	2500 FANNIN AV	29254	26	14
Residential	2007 BEDFORD DR	82016	40	82
Residential	1210 COLLEGE AV	86764	18	34
Residential	3 RIDGMAR CT	68078	28	19
Residential	710 OSAGE	79946	41	23
Residential	2002 SEABOARD AV	83760	30	27
Residential	1605 GULF AV	11828	35	6
Residential	2007 STANOLIND AV	83722	49	47
Residential	1203 COMMUNITY LN	26302	35	28
Residential	909 W KANSAS AV	38300	9	32
Residential	914 BEDFORD DR	18332	95	86
Residential	3403 MILLBROOK PL	80688	37	20
Residential	2305 W SHANDON AV	29480	19	26
Residential	4101 FOX HOLLOW CT	81180	29	8
Residential	5610 HATHAWAY CT	33284	38	16
Residential	3410 HUMBLE AV	77914	31	22
Residential	1701 PRINCETON AV	82220	34	12
Residential	1506 STOREY AV	32370	65	55
Residential	2201 COUNTRY CLUB DR	81996	29	4
Residential	4315 HARLOWE DR	61950	123	0
Residential	1900 GLADEWOOD DR	116404	30	8
Residential	305 E CALIFORNIA AV	75674	21	30

Residential	3310 W LOUISIANA AV	23264	6	72
Residential	3711 W LOUISIANA AV	57478	31	28
Residential	4614 CROCKETT AV	13940	24	26
Residential	3517 W MICHIGAN AV	23422	38	5
Residential	1802 W MISSOURI AV	87498	27	20
Residential	1106 W WASHINGTON AV	87074	30	11
Residential	4629 RIC DR	93260	37	34
Residential	4319 TANNER DR	61986	4	26
Residential	4402 PLEASANT DR	89312	27	2
Residential	4608 LEISURE DR	91104	26	17
Residential	6001 PRAIRIE RIDGE DR	115080	45	31
Residential	804 DEVONIAN DR	63116	20	35
Residential	3707 ANETTA DR	62962	29	7
Residential	3611 THOMASON DR	62858	6	29
Residential	4606 WOODHOLLOW DR	111644	13	28
Residential	5006 SUNSHINE PARKWAY	11410	30	43
Residential	6915 SUNRISE CT	35696	29	17
Residential	2407 EMERSON CT	55024	26	23
Residential	2216 WELLINGTON CT	64120	27	21
Residential	3909 FAIRWOOD CT	51210	35	31
Residential	4113 TANFORAN AV	51032	24	31
Residential	4487 HACKBERRY CT	34630	29	33
Residential	2406 HUMBLE AV	94858	36	26
Residential	724 AUGUSTA DR	68396	26	6
Residential	4501 TEAKWOOD TRCE	34932	39	31
Residential	5006 QUARTZ LN	115814	24	30
Residential	1217 E JAX AV	16420	27	28
Residential	4100 DYER CR	72466	37	25
Residential	4811 RUSTIC TR	35590	38	22
Residential	4401 VERDE GLEN CT	35922	21	26
Residential	2217 BRADFORD CT	64546	18	32
Residential	4005 FAIRWOOD DR	51066	36	27
Residential	4 CHURCHILL WAY	68542	32	21
Residential	411 CAROL LN	53036	34	4
Residential	4 REO CT	43722	32	12
Residential	5025 MIRA VISTA CR	49862	26	25
Residential	702 PINEHURST DR	68468	44	22
Residential	2306 LINDORA WAY	96290	50	78
Residential	25 LAKES DR	68692	53	24
Residential	3900 EDGEBROOK CT	51148	30	18
Residential	1603 N K ST	82450	28	17
Residential	2003 GERALDINE ST	85168	2	28
Residential	806 CANONERO	68766	49	44
Residential	4549 SHADY OAK CT	34568	24	26
Residential	5005 POLO PARKWAY	64496	29	22
School	3600 N GARFIELD ST	4460	45	11
School	4200 CEDAR SPRING DR	61458	40	60

School	2500 HAYNES DR	4490	201	101
School	1600 W WADLEY AV	39388	68	62
School	2601 WEDGWOOD ST	4528	44	66
School	1400 N N ST	99208	65	31
School	500 N BAIRD ST	40488	48	63
School	3201 HERITAGE BLVD	33170	28	25
School	5001 PRESTON DR	96382	64	91
School	4919 SHADYLANE DR	91778	35	57
School	900 RAYMOND RD	63090	50	0
School	3800 STOREY AV	23582	58	218
Vacant	611 E ESTES AV	68298	46	35
Vacant	1711 WALNUT LN	24030	47	0
Vacant	1901 S MAIN ST	14740	28	14
Vacant	1507 E WALL ST	24870	59	31
Vacant	1807 W WALL ST	87488	31	0
Vacant	800 W WADLEY AV	125788	115	98
Vacant	1705 CIMMARON DR	19386	5	28
Vacant	1312 E DORMARD AV	77590	26	21
Vacant	5600 LEAGUE DR	32438	24	27
Vacant	4216 W WADLEY AV	116832	29	2
Vacant	1308 E DORMARD AV	77594	26	21
Vacant	1310 E DORMARD AV	77592	26	21

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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Steve Thorpe, Building Official

SUBJECT: Dilapidated Structures

Purpose:

Second reading of an Ordinance declaring certain dilapidated structures as dangerous public nuisances, and ordering their removal.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

The anticipated cost of demolition and clean-up of the removed structures will be \$79,976. The funds to complete these demolitions will be taken from CDBG demolition budget. The current amount available is \$196,469. All proposed projects meet the criteria to use CDBG funds.

Discussion:

At first reading on July 12, 2011, 17 properties and structures were included in this ordinance. 6 structures have since been removed. These structures are located on the following properties: 105 S. Lamesa Road, Block 034, Lot 010, Moody Addition; 303 S. Jefferson Street, Block 136, Lot 008, Southern Addition; 505 E. Florida Avenue, Block 172, Lot 007 & East 65' of 008, Midland Heights Addition; 602 E. Cuthbert Avenue, Block 001, Lots 010. 011 & East ½ of 012, Holloway Addition; 507 E. Peck Avenue, Block 006, Lot 17A & 18A, Bizzell Kiser Addition; 503 E. Longview Avenue, Block 007, Lot 5A, Bizzell Kiser Addition. All remaining structures are recommended for demolition. All of the structures are residential, and all are vacant. The "new" procedures required by the Texas Supreme Court ruling will be adhered to prior to the demolition of these structures.

The hearing date for all properties was advertised in the Midland Reporter Telegram on June 21, 2011. Also letters were mailed certified to the last known owners. The date of last mailing to property owner appears at the end of the property description. A brief description of each structure is as follows:

ADDRESS	APPROX SQ. FT	LOT SIZE	EST. COST
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701 N. Calhoun St.	957	5,760	\$4,000
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Blk:004 Lot:012 Addn: NuevaLa Jolla

Location: East Midland and slum/blight area. One-story structure.

-Property is located two blocks from Orchard Park, three from Hidalgo Park; one block from Templo La Biblia Abierta Church and Spanish Church of Christ.

Taxes: since 2010, \$180.01

Water Service: no service since 2001

Owner: resides in Midland

Certified Mail date: June 9, 2011



408 N. Lee St.	1,334	7,013	\$5,965
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Blk:007 Lot:011 Addn: Moody

Location: East Midland and slum/blight area. One-story structure.

-Midland Police Department has been called out to this property on numerous occasions for possible crimes such as family violence, disturbance, warrant arrests, assaults, sexual assaults and shots fired. Possible vagrants are residing in the structure. Property is located across the street from a liquor store; one block from Permian Basin Community Center and Midland Association for Retarded Citizens; two blocks from Unity Park, De Zavala Elementary School, Hidalgo Park, and Iglesia De Cristo Church.

Taxes: since 2003, \$5,655.64

Water Service: no service since 2008

Owner: believed to be deceased

Certified Mail date: June 9, 2011



506 S. Baird St.

960

4,500

\$4,305

Blk:117 Lot:003 Addn: Southern

Location: South Midland and slum/blight area. Secondary structure.

-Property is located half block from Shekinah Glory House of Prayer; one block from Teen Flow Outreach; two blocks from Salvation Army facilities

Taxes: current

Water Service: no service since 1989

Owner: resides in Midland

Certified Mail date: June 9, 2011



700 S. Benton St.

640

2,496

\$2,800

Blk:039 Lot:001 Addn: Greenwood

Location: Southeast Midland and slum/blight area. One-story secondary structure. -

Property is located one block from Greater Saint Johns Church and East Side Church of Christ; two blocks from New Hope Baptist Church; four blocks from Bunche Early Childhood; four blocks from Washington Elementary School; five blocks from Washington Park and Southside Senior Citizens Center.

Taxes: current

Water Service: active

Owner: resides on property at main dwelling structure

Certified Mail date: June 9, 2011



806 S. Loraine St. 1,359
Blk:178 Lot:004 Addn: Southern

7,013

\$5,940

Location: South Midland and slum/blight area. One-story structure.

-Property is located one block from South Elementary School and Teen Flow Outreach; three blocks from Halff Park.

Taxes: current

Water Service: no service since 1989

Owner: resides in Midland

Certified Mail date: June 9, 2011



1211 Belmont St. 675
Blk:002 Lot:007 Addn: Belmont

7,013

\$4,100

Location: South Midland and slum/blight area. One-story structure.

-Property is owned by Gulf Latin Assembly of God Church and is located on the grounds of the church; and two blocks from Halff Park and South Elementary School

Taxes: current

Water Service: no service since 2000

Owner: resides in Midland

Certified Mail date: June 9, 2011



907 S. Dallas St. 4,336 7,013 \$15,550

Blk:190 Lot:009 Addn: Southern

Location: South Midland and slum/blight area. One-story structure that has had additional construction in the past. 907, 909, and 911 S. Dallas St. are under the same ownership.

-Property sustained fire damage on March 22, 2010. Property is located one block from Community National Bank; three blocks from Midland Community Healthcare Services; and four blocks from James M. Bradford Park and Halff Park.

Taxes: since 2009, \$111.83

Water Service: shut-off status but still considered "active"

Owner: deceased; family still resides in Midland

Certified Mail date: June 9, 2011



909 S. Dallas St. 3,326 7,013 \$12,450

Blk:190 Lot:008 Addn: Southern

Location: South Midland and slum/blight area. One-story structure that has had additional construction in the past. 907, 909, and 911 S. Dallas St. are under the same ownership.

-Property sustained fire damage on March 22, 2010. Property is located one block from Community National Bank; three blocks from Midland Community Healthcare Services; and four blocks from James M. Bradford Park and Halff Park.

Taxes: since 2009, \$383.73

Water Service: appears to never had water service
Owner: deceased; family still resides in Midland
Certified Mail date: June 9, 2011



911 S. Dallas St. 2,443 7,013 \$9,510
Blk:190 Lot:007 Addn: Southern

Location: South Midland and slum/blight area. One-story structure that has had additional construction in the past. 907, 909, and 911 S. Dallas St. are under the same ownership.

-Property sustained fire damage on March 22, 2010. Property is located one block from Community National Bank; three blocks from Midland Community Healthcare Services; and four blocks from James M. Bradford Park and Halff Park.

Taxes: since 2009, \$474.07

Water Service: appears to never had water service

Owner: deceased; family still resides in Midland

Certified Mail date: June 9, 2011



200 E. Longview Av. 1,750 9,000 \$8,056
Blk:009 Lot: West ½ of 4A Addn:Bizzell Kiser

Location: South Midland, slum/blight and formerly the Windowpane area. Structure is one of four structures.

-Property is located one block from Apostolic Assembly of the Faith in Christ Jesus Church; two blocks from Iglesia Bautista Church; three blocks from Dunagan Park; five blocks from Midland Freshman School; and six blocks from Travis Elementary School;

Taxes: since 2008, \$2,127.16
Water Service: not an active account
Owner: resides in Midland on same property
Certified Mail date: June 9, 2011



2100 S. Fort Worth St. 1,764 5,625 \$7,300

Blk:012 Lot: East portion of 1A Addn:Bizzell Kiser

Location: South Midland, slum/blight and formerly the Windowpane area. Secondary structure; never completed construction.

-Property is located one block from Apostolic Assembly of the Faith in Christ Jesus Church; one block from Dunagan Park; two blocks from Travis Elementary School, Iglesia Bautista Church; three blocks from Midland Freshman School.

Taxes: since 2009, \$337.21

Water Service: not an active account

Owner: resides on property

Certified Mail date: June 9, 2011



ORDINANCE NO.

AN ORDINANCE DECLARING CERTAIN STRUCTURES LOCATED AT 105 SOUTH LAMESA ROAD, 701 NORTH CALHOUN STREET, 303 SOUTH JEFFERSON STREET, 408 NORTH LEE STREET, 506 SOUTH BAIRD STREET, 505 EAST FLORIDA AVENUE, 602 EAST CUTHBERT AVENUE, 700 SOUTH BENTON STREET, 806 SOUTH LORAIN STREET, 1211 BELMONT STREET, 907 SOUTH DALLAS STREET, 909 SOUTH DALLAS STREET, 911 SOUTH DALLAS STREET, 507 EAST PECK AVENUE, 503 EAST LONGVIEW AVENUE, 200 EAST LONGVIEW AVENUE, AND 2100 SOUTH FORT WORTH STREET TO BE DILAPIDATED, SUBSTANDARD OR UNFIT FOR HUMAN HABITATION AND A HAZARD TO THE PUBLIC HEALTH, SAFETY AND WELFARE; ORDERING THEIR DESTRUCTION OR REMOVAL; DIRECTING THE CITY SECRETARY TO PUBLISH NOTICE; AND DIRECTING THE BUILDING OFFICIAL TO DELIVER A COPY OF THIS ORDINANCE TO AFFECTED OWNERS, LIENHOLDERS AND MORTGAGEES; SAID ORDINANCE BEING AUTHORIZED BY CHAPTER 214 OF THE TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the Development Services Department has preliminarily determined and recommended that the structures described in Section Two hereof are dilapidated, substandard or unfit for human habitation and a hazard to the public health, safety and welfare; and

WHEREAS, the Director of Development Services or his designee has given notice to the owner of each of said buildings as required by Chapter 214 of the Texas Local Government Code that a public hearing is to be held to determine whether the buildings comply with the building standards of the City of Midland as set forth in Title IV, Chapter 9, of the Midland City Code, said notice having been mailed to each owner, mortgagee or lienholder; and

WHEREAS, a notice of such hearing was also published on June 21, 2011, in a newspaper of general circulation in the City and County; and

WHEREAS, on this 12th day of July, 2011, at the time and place prescribed by that notice, the Council held a public hearing for that purpose; and

WHEREAS, the Council finds that all notices required by State law and the City Code of Midland, Texas, have been complied with and that notices of said hearing have been duly given; and

WHEREAS, the Council has heard the evidence and arguments presented by all persons who appeared before it; and

WHEREAS, the Council finds that the buildings fail to comply with the building standards as set forth in Title IV, Chapter 9, of the Midland City Code;

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

SECTION ONE. That the Council hereby finds and determines that each of the improvements, buildings and structures described in Section Two hereof is dilapidated, substandard or unfit for human habitation and a hazard to the public health, safety and welfare, and fails to comply with the building standards of the City of Midland as set forth in Title IV, Chapter 9, of the Midland City Code, incorporated herein by reference as if set forth in full.

SECTION TWO. That the owner, lienholder or mortgagee of each of the dangerous structures at the following locations is hereby ordered to take down and remove the same from the premises within thirty (30) days from the date of this ordinance:

<u>Street Address</u>	<u>Legal Description</u>
105 South Lamesa Road	Lot 10, Block 34, Moody Addition
701 North Calhoun Street	Lot 12, Block 4, Nueva La Jolla Addition
303 South Jefferson Street	Lot 8, Block 136, Southern Addition
408 North Lee Street	Lot 11, Block 7, Moody Addition
506 South Baird Street	Lot 3, Block 117, Southern Addition
505 East Florida Street	Lot 7 and the east 65 feet of Lot 8, Block 172, Midland Heights Addition

602 East Cuthbert Avenue	Lots 10, 11 and the east half of Lot 12, Block 1, Holloway Addition
700 South Benton Street	Lot 1, Block 39, Greenwood Addition
806 South Loraine Street	Lot 4, Block 178, Southern Addition
1211 Belmont Street	Lot 7, Block 2, Belmont Addition
907 South Dallas Street	Lot 9, Block 190, Southern Addition
909 South Dallas Street	Lot 8, Block 190, Southern Addition
911 South Dallas Street	Lot 7, Block 190, Southern Addition
507 East Peck Avenue	Lots 17A and 18A, Block 6, Bizzell Kiser Addition
503 East Longview Avenue	Lot 5A, Block 7, Bizzell Kiser Addition
200 East Longview Avenue	The west half of Lot 4A, Block 9, Bizzell Kiser Addition
2100 South Fort Worth Street	The east portion of Lot 1A, Block 12, Bizzell Kiser Addition

SECTION THREE. That within ten (10) days of the passage of this ordinance, a copy of the ordinance shall be filed in the office of the City Secretary, and a notice shall be published in the Midland Reporter-Telegram containing the following: a) the street address or legal description of each building; b) the date of the hearing held to consider this ordinance; c) a brief statement indicating the results of the hearing and the requirements of the ordinance; and d) instructions stating where a complete copy of the ordinance may be obtained.

SECTION FOUR. That the Building Official is hereby authorized and directed to promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this ordinance to the owners of the buildings listed herein and to any lienholders or mortgagees of the buildings listed herein. The Building Official is hereby authorized and directed to use his best efforts to determine the identity and address of such owners, lienholders and

mortgagees.

SECTION FIVE. That in the event any of the owners, lienholders or mortgagees of the dangerous structures shall fail to comply with the order of the Council, then the Director of Development Services is hereby authorized and directed to prepare plans and specifications to carry out the order of the Council to remove or secure the structures according to this ordinance.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2011; 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:

Rick Crownover, Director of Development
Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing Tract 7, being 28.31-acres of land located at the northwest corner of Holiday Hill Road and Briarwood Avenue.

Purpose:

To consider an ordinance annexing land by request from the property owner on the north side of Briarwood Avenue, west of Holiday Hill Road and adopting a service plan.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 28 acre tract. This land is located at a significant intersection with high traffic volume and residential growth. The Bush Tennis Center is located to the west. Development is expected in the near future.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, BEING A 28.31-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND HOLIDAY HILL ROAD); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 28.31-acre tract of land out of Section 24, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

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.

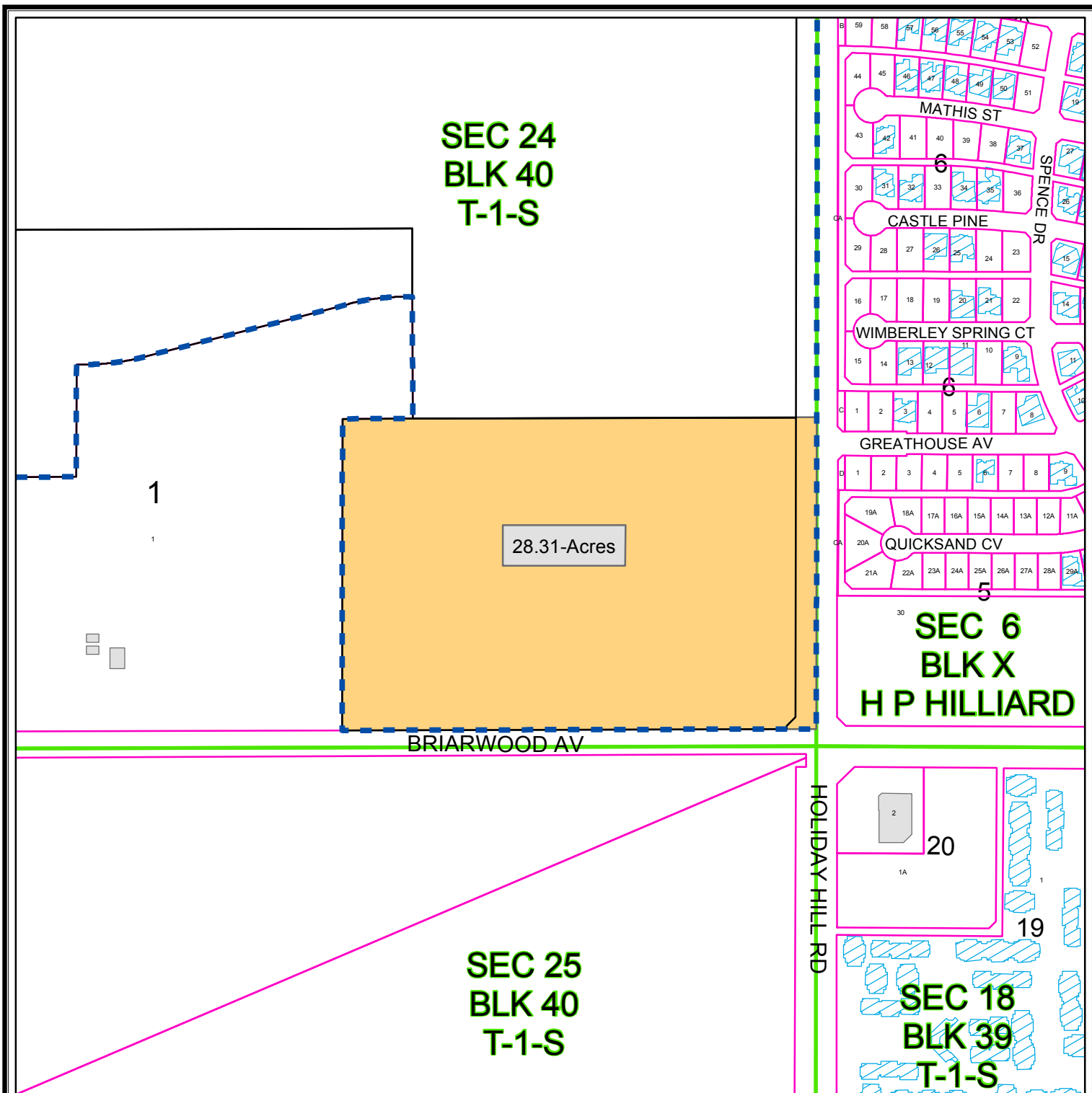
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



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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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA. WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC, IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, EITING, OR OTHER DECISIONS. SOLELY ON THE INFORMATION CONTAINED HEREIN.

**LEGAL DESCRIPTION FOR A 28.31 ACRE TRACT LOCATED IN
SECTION 24, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS**

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,705,365.56' E= 1,729,641.31') a point on the Southeast corner of this tract, from whence a 3/8" spike & 2" aluminum washer marked "PLS 1974" previously set on the Southeast corner of said Section 24, bears S14°25'28"E, a distance of 50.50 feet;

THENCE S75°19'48"W, at 85.00 pass 1/2" iron rod with plastic cap marked "PLS 1974" set, continuing with the North right-of-way line of County Road 60, a distance of 1370.13 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the most Southerly Southeast corner of Lot 1, Block 1, Bush Tennis Center as recorded in Cabinet "I", Page 91, Plat Records of Midland County, Texas and the Southwest corner this tract, from whence a 1/2" iron rod with plastic cap marked "LCA ODESSA" found bears S5°E, a distance of 0.21 feet, also from said Southwest corner of this tract a 1/2" iron rod found on the Southwest corner of a 173.44 Acre Tract as described in Volume 1523, Page 641, Official Records of Midland County, Texas bears S75°19'48"W, a distance of 72.69 feet;

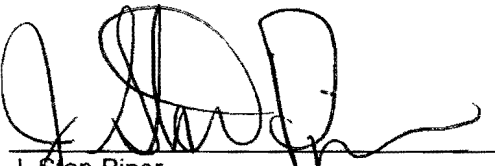
THENCE N14°25'12"W with an East line of said Lot 1, Block 1, Bush Tennis Center, a distance of 900.15 feet to a 1/2" iron rod with plastic cap marked "LCA ODESSA" found at an interior corner of said Lot 1, Block 1 and the Northwest corner of this tract;

THENCE N75°19'48"E with a South line of said Lot 1, Block 1, at 201.72 feet pass a 1/2" iron rod with plastic cap marked "LCA ODESSA" found at an exterior corner of said Lot 1, Block 1, at 1310.06 feet pass a 1/2" iron rod with plastic cap marked "PLS 1974" set at the West right-of-way line of Holiday Hill Road dedication recorded in Volume 2922, Page 243, Official Records of Midland County, Texas continuing for a total distance of 1370.06 feet to the Northeast corner of this tract;

THENCE S14°25'28"E with the East line of said Section 24 and the centerline of Holiday Hill Road, a distance of 900.15 feet to the **PLACE OF BEGINNING**. (Tract contains 1,233,286 square feet or 28.31 acres.)

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 September 3, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974
Revised: November 8, 2011



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

Exhibit "A"

P.O. BOX 60432; MIDLAND, TX 79711; (432)550-7810

CASE NO. M-11-0 34.5

EXHIBIT B
SERVICE PLAN FOR
Tract 7

*Being a 28.31 acre tract of land out of Sections 24,
Block 40, T-1-S, T&P RR Co. Survey, Midland
County, Texas.*

DEVELOPMENT SERVICES

Existing Services: Public street access is available to Tract 7 since this property is adjacent to Holiday Hill Road and Briarwood Avenue.

- A. Type of service to be provided upon annexation: Maintenance of streets and drainage facilities. Engineering services, traffic studies and controls will be provided as warranted. Review of submitted development and utility extension plans, right-of-ways, easements, floodplain information. Review of building permits, related inspection services and code enforcement. Review of zoning related issues and subdivision plats.
- B. Capital improvements to begin within 2 1/2 years: Water and sewer line extensions; street improvements; drainage improvements at the time of development and in accordance with the City of Midland's development policies. Timing of capital improvement development is at the discretion of the property owner(s).

UTILITIES

Existing Services: Water and sewer services are available to Tract 7.

- A. Development of this land will require the addition of water and sewer lines to accommodate the anticipated uses. The cost of installation will be borne by the developer with any City participation being regulated by the provisions in the City's subdivision regulations and in accordance with existing service capability.

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response, and traffic enforcement.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

Existing Services: Fire and emergency response provided through agreement with Midland County

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services throughout Midland County including on site septic system permitting

- A. Type of service to be provided upon annexation: Parks Service, Health and Senior Services; Animal Control. services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance establishing the initial zoning of annexed property (Tract 7A), being 20.21-acres of land located near the northwest corner of Briarwood Avenue and Holiday Hill Road.

Purpose:

To hold a public hearing at approximately 10:30 a.m. and consider an ordinance establishing the initial zoning of land immediately east of the Bush Tennis Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process the initial zoning of this property.

Discussion:

This land was recently annexed and it is now appropriate for the Council to consider an ordinance establishing the initial zoning of this approximate 20 acre tract. This land is located in a significant growth area where residential and retail growth is occurring. The Bush Tennis Center is located to the west. The property owner has requested that this land be zoned MF-1, Multiple Family Dwelling District in order to develop a site plan for future city approval of an apartment complex.

Attachments:

Map

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 20.21-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF, AS AN MF-1, MULTIPLE-FAMILY DWELLING DISTRICT; SAID TRACT IS GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND HOLIDAY HILL ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing to be held before the City Council on March 20, 2012, to consider amendments to the zoning regulations and map establishing the zoning classification of the property described in Section One hereof as an MF-1, Multiple-Family Dwelling District as set out in Section 11-1-6 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers beginning at 10:30 a.m. on said March 20, 2012, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the zoning regulations accordingly;

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

SECTION ONE. That the zoning classification of the area indicated as Tract 7A on Exhibit “A”, attached hereto and incorporated herein by reference, is hereby established as an MF-1, Multiple-Family Dwelling District.

SECTION TWO. 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 THREE. 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 FOUR. 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 FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the day of , A.D., 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

CROSS POINTE ADDITION: MF ZONING

**LEGAL DESCRIPTION FOR A 20.21 ACRE TRACT
LOCATED IN SECTION 24, BLOCK 40, T-1-S,
T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS**

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,705,207.28' E= 1,729,036.68') a point on the North right-of-way line of County Road 60 and the most Southerly Southeast corner of this tract, from whence a 3/8" spike & 2" aluminum washer marked "PLS 1974" previously set on the Southeast corner of said Section 24, bears N75°19'48"E, a distance of 625.01 feet and S14°25'28"E, a distance of 50.50 feet;

THENCE S75°19'48"W with said right-of-way line of County Road 60, a distance of 745.12 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the most Southerly Southeast corner of Lot 1, Block 1, Bush Tennis Center as recorded in Cabinet "I", Page 91, Plat Records of Midland County, Texas and the Southwest corner of this tract;

THENCE N14°25'12"W with an East line of said Lot 1, Block 1, Bush Tennis Center, a distance of 900.15 feet to a 1/2" iron rod with plastic cap marked "LCA ODESSA" found at an interior corner of said Lot 1, Block 1 and the Northwest corner of this tract;

THENCE N75°19'48"E with a South line of said Lot 1, Block 1, at 201.72 feet pass a 1/2" iron rod with plastic cap marked "LCA ODESSA" found at an exterior corner of said Lot 1, Block 1, at 1310.06 feet pass a 1/2" iron rod with plastic cap marked "PLS 1974" set at the West right-of-way line of Holiday Hill Road dedication recorded in Volume 2922, Page 243, Official Records of Midland County, Texas continuing for a total distance of 1370.06 feet to the Northeast corner of this tract;

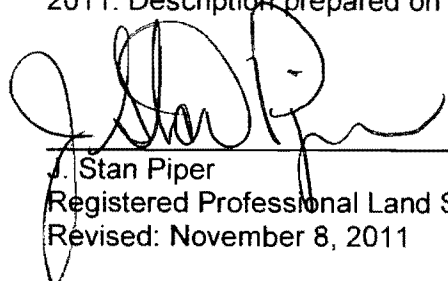
THENCE S14°25'28"E with the centerline of said Holiday Hill Road, a distance of 335.15 feet to the most Easterly Southeast corner of this tract;

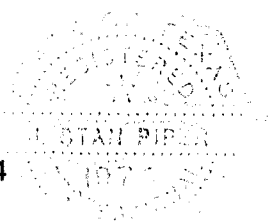
THENCE S75°19'48"W, a distance of 625.01 feet to an interior corner of this tract and the Northwest corner of a 8.11 Acre Tract surveyed this day;

THENCE S14°25'28"E, a distance of 565.01 feet to the **PLACE OF BEGINNING**. (Tract contains 880,158 square feet or 20.21 acres.)

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 September 3, 2011. Description prepared on November 2, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974
Revised: November 8, 2011



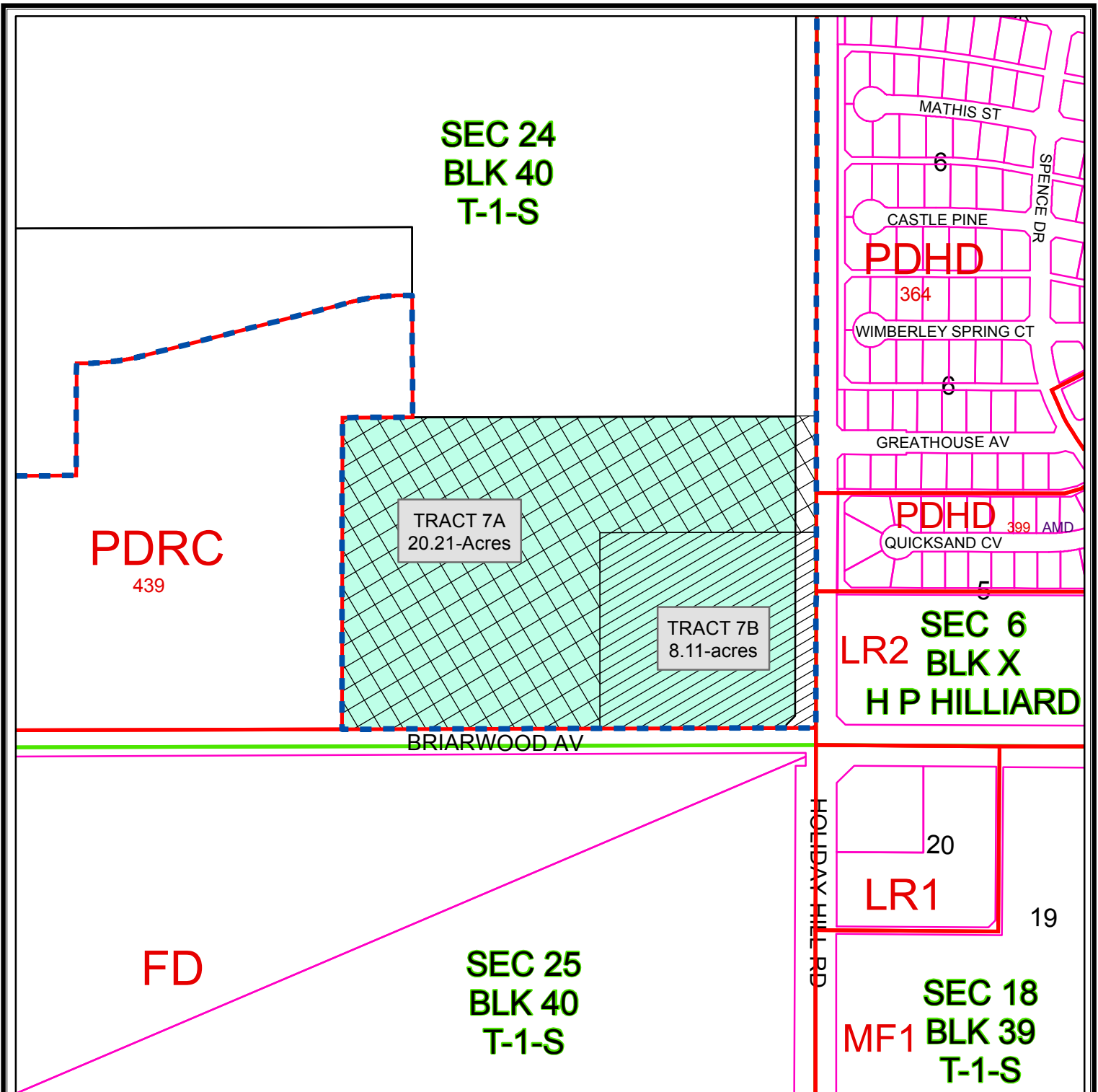
Prepared for:
Parkhill, Smith, and Cooper, Inc.
1700 W. Wall Street, Suite 100
Midland, TX 79701

P.O. BOX 60432; MIDLAND, TX 79711; (432)550-7810

Exhibit "A"

TRACT 7A

CASE NO. Z-11-058
35.5



LOCATION & ZONING MAP

Z - 11 - 058

Scale: 1" = 400'

TRACT 7

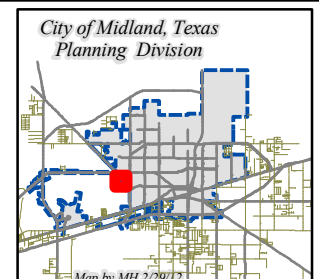
Consider the initial zoning of annexed land to MF-1, Multiple Family Dwelling District on a 20.21-acre tract of land (Tract 7A) and to LR-2, Local Retail District on a 8.11-acre tract of land (Tract 7B), all out of Section 24, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- CITY LIMITS
- CITY PARCEL
- COUNTY PARCEL
- ZONING
- SURVEY SECTION

ZONING DISTRICTS:

- LR - LOCAL RETAIL
- PD - PLANNED DISTRICT
- FD - FUTURE DEVELOPMENT
- MF1 - MULTIPLE FAMILY DWELLING



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance establishing the initial zoning of annexed property (Tract 7B), being 8.11-acres of land located at the northwest corner of Briarwood Avenue and Holiday Hill Road.

Purpose:

To hold a public hearing at approximately 10:33 a.m. and consider an ordinance establishing the initial zoning of land immediately east of the Bush Tennis Center.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process the initial zoning of this property.

Discussion:

This land was recently annexed and it is now appropriate for the Council to consider an ordinance establishing the initial zoning of this approximate 8 acre tract. This land is located at a significant arterial street intersection where traffic patterns and existing development suggests that retail development may be anticipated; accordingly, the property owner has requested that this land be zoned LR-2, Local Retail District.

Attachments:

Map

Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING AN 8.11-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF, AS AN LR-2, LOCAL RETAIL DISTRICT; SAID TRACT IS GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF BRIARWOOD AVENUE AND HOLIDAY HILL ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing to be held before the City Council on March 20, 2012, to consider amendments to the zoning regulations and map establishing the zoning classification of the property described in Section One hereof as an MF-1, Multiple-Family Dwelling District as set out in Section 11-1-6 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers beginning at 10:33 a.m. on said March 20, 2012, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the zoning regulations accordingly;

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

SECTION ONE. That the zoning classification of the area indicated as Tract 7B on Exhibit “A”, attached hereto and incorporated herein by reference, is hereby established as an LR-2, Local Retail District.

SECTION TWO. 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 THREE. 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 FOUR. 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 FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the day of , A.D., 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

CROSS POINTE ADDITION: LR-2 ZONING

**LEGAL DESCRIPTION FOR A 8.11 ACRE TRACT
LOCATED IN SECTION 24, BLOCK 40,
T-1-S, T. & P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS**

Boundary being further described by metes and bounds as follows:

BEGINNING at (N= 10,705,365.56' E= 1,729,641.31) a point on the centerline of Holiday Hill Road dedication recorded in Volume 2922, Page 243, Official Records of Midland County, Texas on the Southeast corner of this tract, from whence a 3/8" spike & 2" aluminum washer marked "PLS 1974" previously set on the Southeast corner of said Section 24, bears S14°25'28"E, a distance of 50.50 feet;

THENCE S75°19'48"W with the North right-of-way line of County Road 60, at 85.00 feet pass a 1/2" iron rod with plastic cap marked "PLS 1974" set continuing for a total distance of 625.01 feet to the Southwest corner of this tract, from whence a 1/2" iron rod with plastic cap marked "PLS 1974" set at the most Southerly Southeast corner of Lot 1, Block 1, Bush Tennis Center as recorded in Cabinet "I", Page 91, Plat Records of Midland County, Texas bears S75°19'48"W, a distance of 745.12 feet;

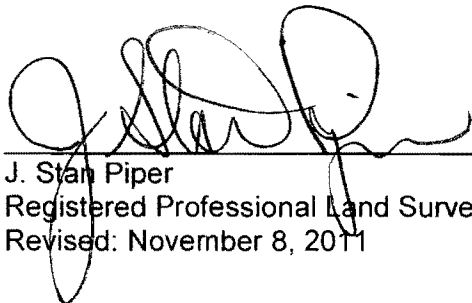
THENCE N14°25'28"W, a distance of 565.01 feet to the Northwest corner of this tract;

THENCE N75°19'48"E, at 565.01 feet pass a 1/2" iron rod with plastic cap marked "PLS 1974" set at the West right-of-way line of said Holiday Hill Road, continuing for a total distance of 625.01 feet to the Northeast corner of this tract;

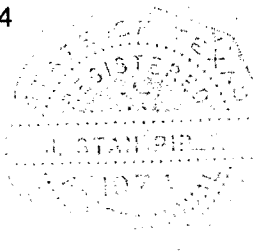
THENCE S14°25'28"E with said centerline of Holiday Hill Road, a distance of 565.01 feet to the **PLACE OF BEGINNING**. (Tract contains 353,128 square feet or 8.11 acres.)

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 September 3, 2011. Description prepared November 2, 2011.


J. Stan Piper
Registered Professional Land Surveyor #1974
Revised: November 8, 2011

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

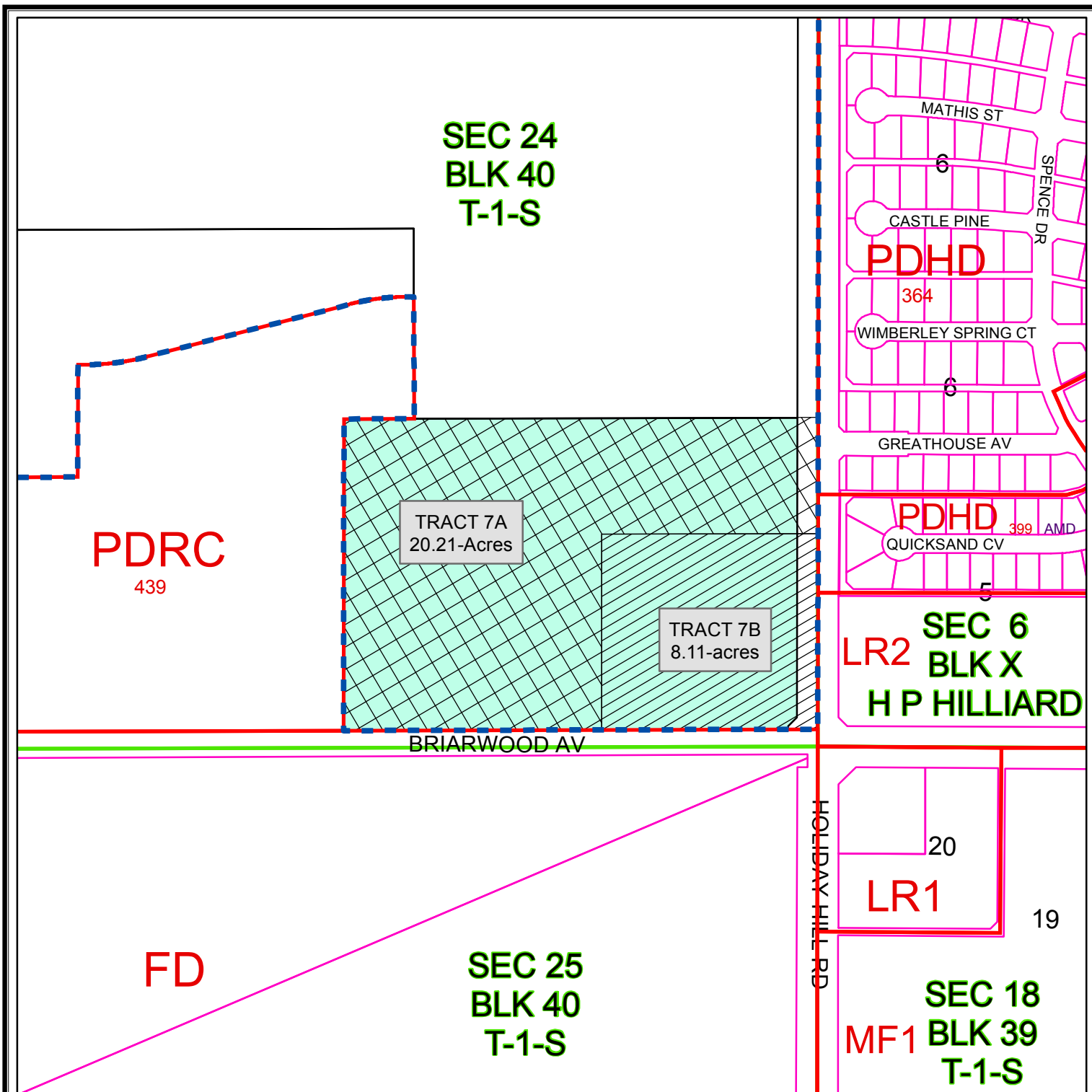


P.O. BOX 60432; MIDLAND, TX 79711; (432)550-7810

Exhibit "A"

TRACT 7B

CASE NO. Z-11-058
36.5



LOCATION & ZONING MAP

Z - 11 - 058

Scale: 1" = 400'

TRACT 7

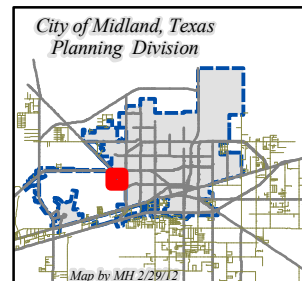
Consider the initial zoning of annexed land to MF-1, Multiple Family Dwelling District on a 20.21-acre tract of land (Tract 7A) and to LR-2, Local Retail District on a 8.11-acre tract of land (Tract 7B), all out of Section 24, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

LEGEND

- CITY LIMITS
- CITY PARCEL
- COUNTY PARCEL
- ZONING
- SURVEY SECTION

ZONING DISTRICTS:

- LR - LOCAL RETAIL
- PD - PLANNED DISTRICT
- FD - FUTURE DEVELOPMENT
- MF1 - MULTIPLE FAMILY DWELLING



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City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing Tract 8, being 108.453-acres of land located northwest of the intersection of Tradewinds Boulevard and Champions Drive.

Purpose:

To consider an ordinance annexing land by request from the property owner for land located west of the Legends Park residential development and adopting a service plan.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 108 acre tract. This land is located at west of the Bettenbough development which has experienced rapid residential growth. Continued residential development is expected in the near future.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, BEING A 108.453-ACRE TRACT OF LAND OUT OF SECTION 37, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND CHAMPIONS DRIVE); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 108.453-acre tract of land out of Section 37, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

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

METES AND BOUNDS DESCRIPTION of a 108.453 Acre Tract of Land located in Section 37, Block 40, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas.

BEGINNING at (N= 10691755.68 & E= 1727695.25) a 1/2" iron rod & plastic cap marked "RPLS 4413" set in the west line of Section 37 and the east line of Section 38, Block 40, T-1-S, T. & P. RR. Co. Survey and for the northwest corner of this tract, from which the calculated northwest corner of said Section 37 and the calculated northeast corner of said Section 38 bears N 14°25'48" W a distance of 2028.30 feet and a 1/2" iron rod found for a point in a curve in the westerly ROW line of Deauville Boulevard as recorded in the Westridge Park Addition, Section 6, Cabinet F, Page 183, Plat Records of Midland County, Texas, bears N 14°25'48" W a distance of 1400.82 feet and S 24°30'54" E a distance of 0.44 feet;

THENCE N 76°13'03" E a distance of 1605.45 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for the northwest corner of a 71.085 acre tract of land recorded in Instrument No. 2010-13414, Official Records of Midland County, Texas, and for the northeast corner of this tract from which a City of Midland Control Point marked "191/158" bears N 50°40'28" W a distance of 2515.63 feet;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 13°46'57" E a distance of 20.00 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 09°00'50" E a distance of 159.34 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 10°57'09" W a distance of 499.09 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 05°05'09" E a distance of 337.13 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 15°48'40" E a distance of 340.59 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 44°13'30" E a distance of 407.23 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 39°49'08" E a distance of 60.00 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for the most westerly southwest corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, N 50°10'52" E a distance of 206.71 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found at a point of curve to the right for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, with a curve to the right having a radius of 240.00 feet, delta angle of 38°49'06" and an arc length of 162.60 feet (chord bearing N 69°35'25" E 159.51 feet), at a distance of 152.60 pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along said curve for a total distance of 162.60 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for a corner of this tract;

THENCE S 07°24'15" E, at a distance of 10.00 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along the west boundary line of the 71.085 acre tract of land, a total distance of 451.18 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 43°25'06" E a distance of 537.30 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 62°06'40" E at a distance of 387.62 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing for a total distance of 397.62 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for a corner of this tract;

THENCE S 14°22'07" W, at a distance of 10.00 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along the west boundary line of the 71.085 acre tract, at a distance of 182.32 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing for a total distance of 351.24 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for a corner of this tract;

THENCE S 86°39'26" E, at a distance of 141.68 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along the west boundary line of the 71.085 acre tract a total distance of 165.64 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found, in the north ROW line of a 40 foot wide pipeline easement as recorded in Volume 42, Page 289, Midland County Deed Records, for the southwest corner of the 71.085 acre tract and being the southeast corner of this tract from which a City of Midland Control Point marked "43/93" bears S 11°50'20" E a distance of 9516.36 feet;

THENCE, along the north line of said pipeline easement, S 59°17'41" W a distance of 190.00 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for the most southerly corner of this tract;

THENCE N 84°27'35" W a distance of 2349.72 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set in the west line of said Section 37, the east line of said Section 38 and the east line of a 634.887 acre tract of land as recorded in Volume 3131, Page 210, Official Public Records, Midland County, Texas, for the southwest corner of this tract, from which a 1" black iron pipe found for the southwest corner of Section 37 the southeast corner of Section 38 and in the north line of Section 48, Block 40, T-1-S, T. & P. RR. Co. Survey, bears S 14°25'48" E a distance of 845.55 feet;

THENCE, along the west line of said Section 37, the east line of said Section 38, and the said 634.887 acre tract N 14°25'48" W a distance of 2417.76 feet to the POINT OF BEGINNING.

Bearings, Distances and Coordinates are based upon the Texas State Plane Coordinate System NAD 83 Central Zone and are relative to the City of Midland GPS Control Monuments as provided by the City of Midland. Acreages shown are surface values.



A handwritten signature in cursive script that reads "Michael L. Stanford".

EXHIBIT B

SERVICE PLAN FOR Tract 8

*Being a 108.453 acre tract of land out of Sections
37, Block 40, T-1-S, T&P RR Co. Survey, Midland
County, Texas.*

DEVELOPMENT SERVICES

*Existing Services: This property is adjacent to the existing Legends Park
neighborhood. Access is available from an adjacent alley;
street access will be ensured once the property is platted.*

- A. Type of service to be provided upon annexation: Maintenance of streets and drainage facilities. Engineering services, traffic studies and controls will be provided as warranted. Review of submitted development and utility extension plans, right-of-ways, easements, floodplain information. Review of building permits, related inspection services and code enforcement. Review of zoning related issues and subdivision plats.
- B. Capital improvements to begin within 2 1/2 years: Water and sewer line extensions; street improvements; drainage improvements at the time of development and in accordance with the City of Midland's development policies. Timing of capital improvement development is at the discretion of the property owner(s).

UTILITIES

Existing Services: Water and sewer services are available to Tract 8.

- A. Development of this land will require the addition of water and sewer lines to accommodate the anticipated uses. The cost of installation will be borne by the developer with any City participation being regulated by the provisions in the City's subdivision regulations and in accordance with existing service capability.

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response, and traffic enforcement.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

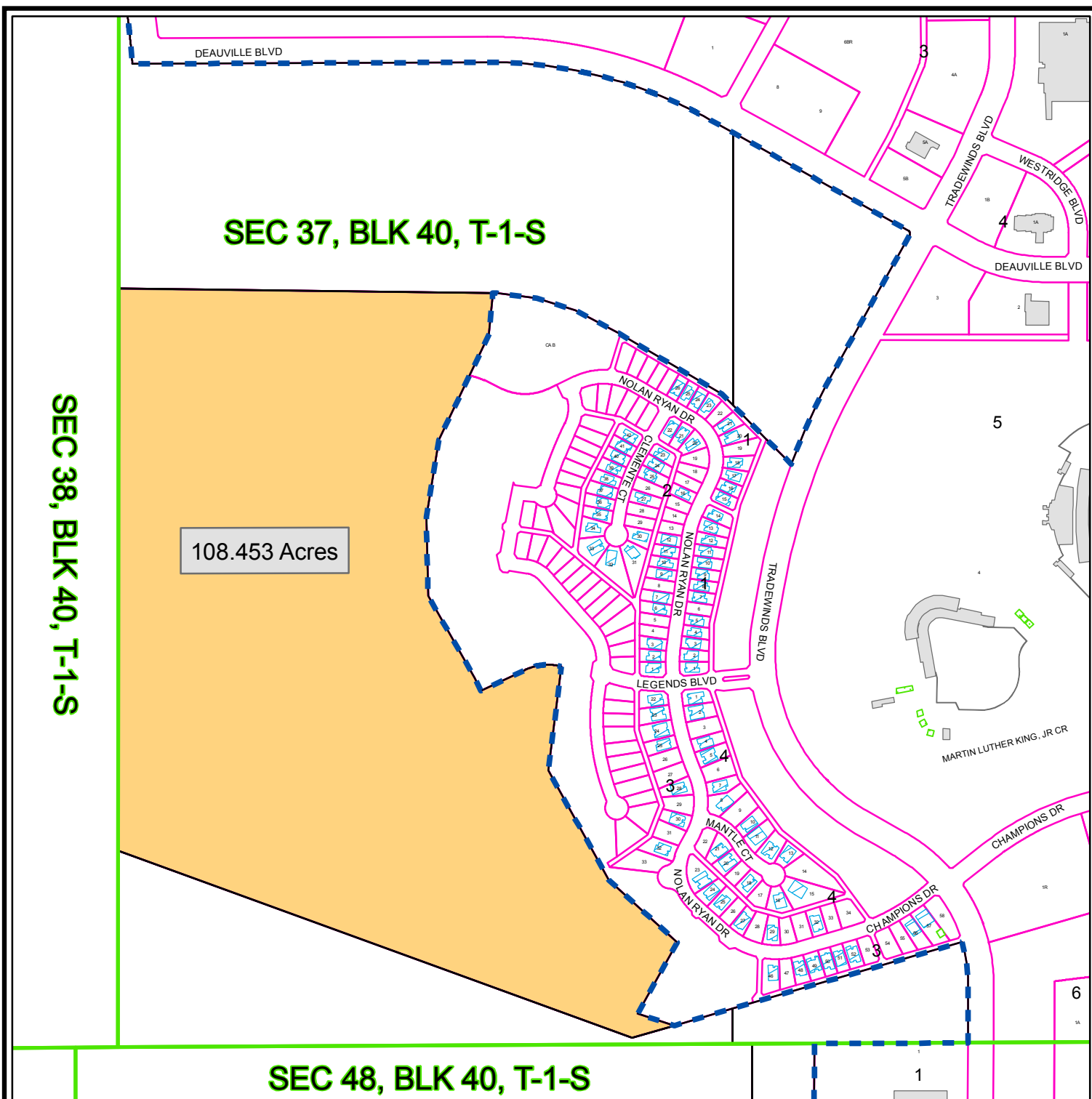
Existing Services: Fire and emergency response provided through agreement with Midland County

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services throughout Midland County including on site septic system permitting

- A. Type of service to be provided upon annexation: Parks Service, Health and Senior Services; Animal Control. services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



PROPOSED ANNEXATION MAP

M - 11 - 015

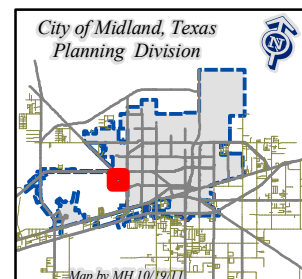
Scale: 1" = 600'

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.

LEGEND

- ANNEXATION BOUNDARY
- CITY LIMITS
- SURVEY SECTION
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA WHILE THIS DATA IS MADE AVAILABLE TO THE PUBLIC. IT WAS CREATED FOR INTERNAL USE BY THE CITY OF MIDLAND WHICH MAKES NO CLAIM AS TO ITS ACCURACY OR COMPLETENESS. THIS DATA IS NOT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING, SITING, OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance establishing the initial zoning of annexed property (Tract 8), being 108.453-acres of land located near the northwest corner of Tradewinds Boulevard and Champions Drive.

Purpose:

To hold a public hearing at approximately 10:36 a.m. and consider an ordinance establishing the initial zoning of land west of the Betenbough Homes neighborhood known as Legends Park.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Direction/Informational

Fiscal Impact:

There is no cost to the City to process the initial zoning of this property.

Discussion:

This land was recently annexed and it is now appropriate for the Council to consider an ordinance establishing the initial zoning of this approximate 108 acre tract. This land is located in a significant growth area where new hotels, offices and residences are being constructed; it is west of the Scharbauer Sports Complex as well. Staff is recommending that this land be zoned FD, Future Development District until such time as the developer can create a site plan for the proposed neighborhood, school site and common area(s).

Attachments:

Map
Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING AN 108.453-ACRE TRACT OF LAND OUT OF SECTION 37, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF, AS AN FD, FUTURE DEVELOPMENT DISTRICT; SAID TRACT IS GENERALLY LOCATED NORTHWEST OF THE INTERSECTION OF TRADEWINDS BOULEVARD AND CHAMPIONS DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing to be held before the City Council on March 20, 2012, to consider amendments to the zoning regulations and map establishing the zoning classification of the property described in Section One hereof as an MF-1, Multiple-Family Dwelling District as set out in Section 11-1-6 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers beginning at 10:36 a.m. on said March 20, 2012, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the zoning regulations accordingly;

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

SECTION ONE. That the zoning classification of the area indicated as Tract 8 on Exhibit “A”, attached hereto and incorporated herein by reference, is hereby established as an FD, Future Development District.

SECTION TWO. 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 THREE. 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 FOUR. 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 FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the day of , A.D., 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

METES AND BOUNDS DESCRIPTION of a 108.453 Acre Tract of Land located in Section 37, Block 40, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas.

BEGINNING at (N= 10691755.68 & E= 1727695.25) a 1/2" iron rod & plastic cap marked "RPLS 4413" set in the west line of Section 37 and the east line of Section 38, Block 40, T-1-S, T. & P. RR. Co. Survey and for the northwest corner of this tract, from which the calculated northwest corner of said Section 37 and the calculated northeast corner of said Section 38 bears N 14°25'48" W a distance of 2028.30 feet and a 1/2" iron rod found for a point in a curve in the westerly ROW line of Deauville Boulevard as recorded in the Westridge Park Addition, Section 6, Cabinet F, Page 183, Plat Records of Midland County, Texas, bears N 14°25'48" W a distance of 1400.82 feet and S 24°30'54" E a distance of 0.44 feet;

THENCE N 76°13'03" E a distance of 1605.45 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for the northwest corner of a 71.085 acre tract of land recorded in Instrument No. 2010-13414, Official Records of Midland County, Texas, and for the northeast corner of this tract from which a City of Midland Control Point marked "191/158" bears N 50°40'28" W a distance of 2515.63 feet;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 13°46'57" E a distance of 20.00 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 09°00'50" E a distance of 159.34 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 10°57'09" W a distance of 499.09 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 05°05'09" E a distance of 337.13 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 15°48'40" E a distance of 340.59 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 44°13'30" E a distance of 407.23 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 39°49'08" E a distance of 60.00 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for the most westerly southwest corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, N 50°10'52" E a distance of 206.71 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found at a point of curve to the right for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, with a curve to the right having a radius of 240.00 feet, delta angle of 38°49'06" and an arc length of 162.60 feet (chord bearing N 69°35'25" E 159.51 feet), at a distance of 152.60 pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along said curve for a total distance of 162.60 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for a corner of this tract;

THENCE S 07°24'15" E, at a distance of 10.00 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along the west boundary line of the 71.085 acre tract of land, a total distance of 451.18 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 43°25'06" E a distance of 537.30 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract and a corner of this tract;

THENCE, along the west boundary line of the 71.085 acre tract of land, S 62°06'40" E at a distance of 387.62 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing for a total distance of 397.62 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for a corner of this tract;

THENCE S 14°22'07" W, at a distance of 10.00 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along the west boundary line of the 71.085 acre tract, at a distance of 182.32 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing for a total distance of 351.24 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for a corner of this tract;

THENCE S 86°39'26" E, at a distance of 141.68 feet pass a 1/2" iron rod & plastic cap marked "RPLS 4413" found for a corner of the 71.085 acre tract, continuing along the west boundary line of the 71.085 acre tract a total distance of 165.64 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" found, in the north ROW line of a 40 foot wide pipeline easement as recorded in Volume 42, Page 289, Midland County Deed Records, for the southwest corner of the 71.085 acre tract and being the southeast corner of this tract from which a City of Midland Control Point marked "43/93" bears S 11°50'20" E a distance of 9516.36 feet;

THENCE, along the north line of said pipeline easement, S 59°17'41" W a distance of 190.00 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set for the most southerly corner of this tract;

THENCE N 84°27'35" W a distance of 2349.72 feet to a 1/2" iron rod & plastic cap marked "RPLS 4413" set in the west line of said Section 37, the east line of said Section 38 and the east line of a 634.887 acre tract of land as recorded in Volume 3131, Page 210, Official Public Records, Midland County, Texas, for the southwest corner of this tract, from which a 1" black iron pipe found for the southwest corner of Section 37 the southeast corner of Section 38 and in the north line of Section 48, Block 40, T-1-S, T. & P. RR. Co. Survey, bears S 14°25'48" E a distance of 845.55 feet;

THENCE, along the west line of said Section 37, the east line of said Section 38, and the said 634.887 acre tract N 14°25'48" W a distance of 2417.76 feet to the POINT OF BEGINNING.

Bearings, Distances and Coordinates are based upon the Texas State Plane Coordinate System NAD 83 Central Zone and are relative to the City of Midland GPS Control Monuments as provided by the City of Midland. Acreages shown are surface values.



A handwritten signature in cursive script that reads "Michael L. Stanford".



City Council Agenda

Approved for Agenda: JNichols City Manager's Office
--

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: S-12-001, Kenny Urias.

Purpose:

Hold a public hearing at approximately 10:39 a.m. to consider an ordinance on appeal for a Specific Use Permit for Living and Sleeping Quarters on Lot 1 and the south 22 feet of Lot 2, Block 11, Skyline Terrace, City and County of Midland, Texas.

Recommended City Council Action

☐ Approve

☒ Deny

☐ Direction/Informational

Fiscal Impact:

There is no cost to the City associated with approval of this request.

Discussion:

Mr. Urias resides at 4100 Skyline Drive and proposes to modify an existing accessory building to be used as a living and sleeping quarters for a family member. The 1F-1, One Family Dwelling District, allows only one residence per lot. However, approval of a Specific Use Permit can allow an accessory building to be used for this purpose. The Zoning Code prohibits such accessory dwellings from being rented as a separate dwelling. The Planning and Zoning Commission has established a policy that describes the standards under which an application such as this should be reviewed. The criteria include the size of the proposed structure as well as its accessibility to an alley or side street.

This property is on the east side of Skyline Drive, approximately 470 feet south of Haynes Avenue. Two parking spaces are located adjacent to the primary residence off of the alley (Exhibit B). There is also an area labeled as a driveway outside of the garage on the submitted site plan. However, use of this easternmost driveway area for parking has two significant problems. First, vehicles parking in this space would extend in into the alley R.O.W. (Exhibit C), which is prohibited. Second, this drive entry provides direct vehicle access to the lot and the dwelling unit via the garage. This site plan fails to mitigate conditions for this accessory dwelling unit to becoming a separate rental unit.

Two neighborhood residents spoke at the P&Z meeting and voiced concerns. Both neighbors mentioned specific concerns related to an existing traffic problem at the subject property with the house being used as an informal day care. (City staff was not aware of the daycare operation prior to the P&Z meeting; however, this is a permitted use – within the primary residence, for up to six children without a specific permit.) One neighbor did object to the idea of this becoming an expansion for a daycare center. The other neighbor also expressed daycare expansion concerns but believed the possibility of this property becoming a rental property was of greater concern to the neighborhood.

In addition to the neighbor comments at the P&Z meeting, a letter of objection received commented that access to their own garage is occasionally obstructed already, and that additional occupants at the subject property would make the situation worse.

Lastly, further development of this lot with the expansion of the existing structure into a guest home would also make this lot one of the most intensely developed lots in this neighborhood. From a planning perspective, this greater intensity comes with a number of other real and potential consequences. If the Council chooses to approve the request staff has drafted an ordinance that would permit the use of the property as requested by the applicant. However, staff does not support the Specific Use Permit requested by the applicant.

Attachments:

February 21, 2012 P&Z Staff Report, Proposed Resolution, Exhibits A – C, Application, Maps, Letter of Appeal, P&Z Minutes of February 21, 2012

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF LOT 1 AND THE SOUTH 22 FEET OF LOT 2, BLOCK 11, SKYLINE TERRACE, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SKYLINE DRIVE, APPROXIMATELY 470 FEET SOUTH OF HAYNES AVENUE), WHICH IS PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT WITHOUT TERM FOR AN ACCESSORY BUILDING TO BE USED FOR LIVING OR SLEEPING QUARTERS; MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the health, safety and general welfare will be best served by the granting of a Specific Use Permit Without Term, set out hereinafter, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned 1F-1, One-Family Dwelling District, to wit:

Lot 1 and the south 22 feet of Lot 2, Block 11, Skyline Terrace, City and County of Midland, Texas;

is hereby changed to permit same to be used under a Specific Use Permit Without Term for

an accessory building to be used for living or sleeping quarters, together with the uses permitted in an 1F-1, One-Family Dwelling District, subject to the following conditions:

1. That the development of this property shall provide two additional paved parking spaces west of the existing parking adjacent to the primary residence.
2. That the accessory living quarters shall be limited in size to the current accessory structure and further expansion shall be prohibited.
3. That the maximum size of the structure shall be limited to 336 square feet.
4. That the primary opening for access shall be a door located on the west side of the building.
5. That the south wall shall be built to fire-rating standards approved by the Building Official.
6. That the use of the accessory building for living or sleeping quarters shall be limited to family members or guests of the occupant of the primary residence; the accessory building shall not be rented out as a separate residence or used for any commercial purpose.
7. That no entry into this accessory building shall be allowed from the adjacent alley.
8. That no entry into this accessory building shall be allowed from the garage/south side of the building.
9. That all building permits shall be obtained from the Building Official and City inspections shall be completed prior to the issuance of a Certificate of Occupancy.
10. That the City Secretary is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas, as notice to any subsequent purchaser of this property that said accessory structure shall not be rented out as a separate residence or used for any commercial purpose.

SECTION TWO. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances,

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 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:

Rick Crownover, Director of Development
Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Case Number: S-12-001

CITY OF MIDLAND
Planning Division

SPECIFIC USE PERMIT APPLICATION

Kenny Urias 432 288 2053
Applicant Name Contact Phone #s
4100 Skyline Drive 79707
Address Zip Code
E-Mail address: kendan fl1@yahoo.com

Kenny Urias
Property Owner Name Contact Phone #s
same-
Address Zip Code
E-Mail address:

Operator (if different from Applicant or Property Owner) Contact Phone #s
Address Zip Code

Type of Permit: _____
SUP with Term: ____ Yes ☒ No
(For Office Use)

Street address and Legal Description of property on which SUP is desired (complete Lot, Block, and Subdivision, or if unplatted, attach a Metes and Bounds description with surveyor's seal.)

4100 Skyline Drive Midland Texas 79707
Skyline Terrace 1'

Current Zoning: IFI

Maximum Floor Area: 535 Max. Occupancy: _____

Proposed hours and days of use or operation: _____

Reason for request: MIL SUITE / GAMEROOM
(MOTHER-IN-LAW SUITE / GUEST HOUSE FOR RELATIVE)

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: _____

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: Kenny D Date: 1/5/2012

Property Owner: Kenny Urias Date: 1/5/2012

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared

_____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
Rec'd By: <u>SLW</u>	Date: <u>2/1/12</u>
Assigned: <u>KV</u>	
For: <u>P&Z</u>	On: <u>2/21/12</u>

****Application will not be considered for scheduling until reviewed by a planner.****

To whom it may concern:

I would like to appeal the decision of denial on lot 1 block 11 of Skyline terrace, physical address 4100 Skyline Drive. Unfortunately, I was unable to attend the hearing and could not voice the concerns of neighbors.

Currently, the home I reside in is a three bedroom home. I would like to add a fourth bedroom to an already standing structure outside my home. This building is in desperate need of remodeling and in the process I would like to add livable square footage.

Plumbing is necessary so I can add a toilet and shower so that guest can have personal space while visiting.

The structure will be less than 600 square feet. Square footage is important since I plan on putting in a billiards table and that cupeled with a full sized bed would be impossible in the square footage that is there now.

Parking when used, is afforded by a pad that is on the south side of the home. Not behind personal garage so that it does not impede the alley.

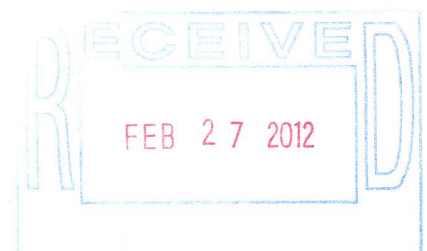
The current door is on the west side of building and will remain there to legitimize the concern. The fire rating wall will be constructed.

I understand concerns of neighbors and community. I am trying to make my home more appealing so that it fits in well with the community.

Regards,



Kenny Urias



**Planning and Zoning Commission
Minutes
February 21, 2012**

S-12-001 - Hold a public hearing and consider a request by **Kenny Urias** for a *Specific Use Permit without Term* for an accessory building for living and sleeping quarters on Lot 1 and the south 22 feet of Lot 2, Block 11, Skyline Terrace, City and County of Midland, Texas. (Generally located on the east side of Skyline Drive, approximately 470 feet south of Haynes Avenue.)

With no applicant present, Senior Planner Ken VanDyne gave an overview of the request stating applicant plans to build an accessory living and sleeping quarters. Mr. VanDyne stated staff had concerns that the plans submitted might encourage the dwellings use for non-conforming purposes. Staff received two letters of opposition and recommended denial of the request. However, if approved staff recommends it be subject to conditions A-J.

Chairman Ferguson opened the public hearing.

Steve Kaiser stated he came primarily for information purposes and that there already is a traffic problem. He stated the house is used as an informal day care and that if this was an expansion for a daycare center he did object.

John Nelson, 4201 Skyline Drive stated he had the same concerns but was more concerned with the possibility of it becoming a rental.

There being no one else wishing to speak in favor or in opposition to the item, Chairman Ferguson closed the public hearing.

After further discussion a motion for denial was made by Commissioner Wolf; seconded by Commissioner Carrillo. The motion carried by the following vote: AYE: Ferguson, Wilton, Watkins, Wolf, Norris and Carrillo. NAY: None. ABSTAIN: None. ABSENT: Gatten, Lanning, Woodruff and York.

PLANNING AND ZONING COMMISSION

February 21, 2012

CASE: S-12-001.

REQUEST: Hold a public hearing and consider a request for a Specific Use Permit, Without Term, for an accessory building for living and sleeping quarters.

APPLICANT/OWNER: Mr. Kenny Urias.

LEGAL DESCRIPTION: On Lot 1 and the south 22 feet of Lot 2, Block 11, Skyline Terrace, City and County of Midland, Texas.

LOCATION: Generally located on the east side of Skyline Drive, approximately 470 feet south of Haynes Avenue.

CURRENT ZONING: 1F-1, One Family Dwelling.

DETAILS OF REQUEST:

1. Mr. Urias resides at 4100 Skyline Drive and plans to modify an existing accessory building at the rear portion of his lot to be used as a living and sleeping quarters for a family member. The 1F-1, One Family Dwelling District, allows only one residence per lot. However, approval of a Specific Use Permit can allow an accessory building to be used for living and sleeping quarters. The Zoning Code prohibits such accessory dwellings from being rented as a separate dwelling.

ANALYSIS:

2. The Planning and Zoning Commission has adopted policy guidelines to assist in evaluating this type of application. These guidelines are as follows.
 - A. The maximum floor area of an accessory dwelling should generally not exceed 35 percent of the floor area of the main residence, or 600 square feet, whichever is larger.*
 - B. In order to mitigate conditions whereby the accessory dwelling could be rented as a separate dwelling, the site plan should:*
 - 1. Avoid vehicular access between the lot and any adjacent street or alley.*
 - 2. Avoid a door in the accessory dwelling that can be accessed via an adjacent street or alley. Access should be provided through the rear yard of the principal residence.*
 - C. The Specific Use Permit should specify who may occupy the accessory dwelling, or for what purposes the accessory dwelling may be occupied.*

The attached floor plan (Exhibit A) indicates a proposed accessory dwelling of approximately 561 square feet in area.

Currently, two parking spaces are located on this property adjacent to the primary residence off of the alley (Exhibit B). There is also an area labeled as a driveway outside of the garage on the submitted site plan. However, use of this easternmost driveway area for parking has two significant problems. First, vehicles parking in this space would extend into the alley R.O.W. (Exhibit C), which is prohibited. Second, this drive entry provides direct vehicle access to the lot and potentially a doorway (see floor plan) to the dwelling unit via the garage. This site plan fails on both counts (in policy guideline B, cited above, for evaluating these applications) to mitigate conditions for this accessory dwelling unit to becoming a separate rental unit.

Staff has concerns that the plans submitted (Exhibit's A & B) and the property's arrangement may encourage this accessory dwelling's use for non-conforming purposes.

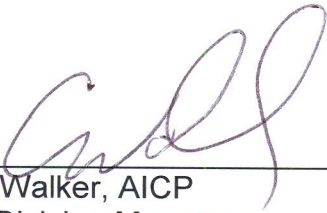
Premiums seen in the city's rental market make this type of requests more frequent. Particularly concerning is the potential for such properties to be sold with a buyer under the false assumption that such a property offers an on-site income property. Staff does understand that an applicant may have particular needs to fill in this instance; however, we believe the Commission's evaluative policy on guest homes provides key safeguards that should be considered with this application to maintain long-term compliance and the protection of the neighborhood. The further development of this lot with the expansion of the existing structure into a guest home would also make this lot one of the most intensely developed lots in this neighborhood. From a planning perspective, this greater intensity comes with a number of other real and potential consequences.

STAFF RECOMMENDATION:

We recommend denial of this request for a Specific Use Permit for an accessory building for living and sleeping quarters. However, if approved, it is subject to the following conditions:

- A. That the development of this property shall provide two additional, paved parking spaces west of the existing parking adjacent to the primary residence;**
- B. That the proposed accessory living quarters be limited in size to the current accessory structure and further expansion is not permitted;**
- C. That the maximum size of the structure is limited to 336 square feet total;**
- D. That the primary opening for access shall be a door located on the west side of the building;**
- E. That the south wall is built to fire rating standards per the City Building Official;**

- F. That the accessory building may be occupied only by family members or guests of the occupant of the primary residence. It shall not be rented as a separate dwelling at any time;
- G. No entry into this accessory building shall be allowed from the adjacent alley;
- H. No entry into this accessory building shall be allowed from the garage/south side of the building;
- I. That this SUP represents a zoning of the property only. All building permits must be obtained and city inspections will need to be completed prior to obtaining a Certificate of Occupancy;
- J. That a copy of this ordinance is to be filed of record identifying the terms of this Specific Use Permit and that the non-income nature of the accessory dwelling is carried to subsequent owners.



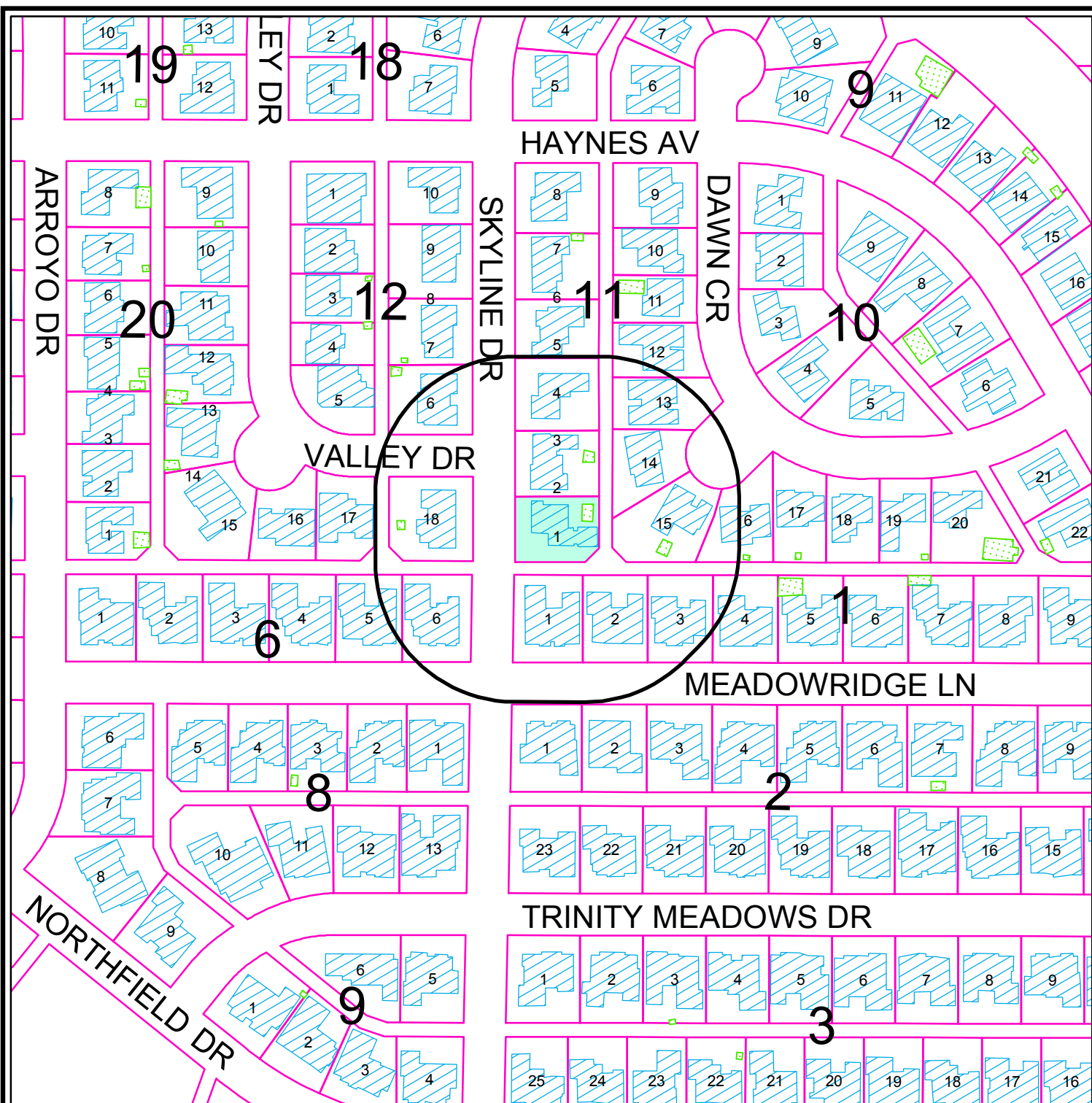
Cameron Walker, AICP
Planning Division Manager
Department of Development Services



Ken Van Dyne, Senior Planner
Department of Development Services

Attachments:

Application
Maps
Exhibit A – Floor Plan
Exhibit B – Site Plan
Exhibit C – Aerial Map w/ Property Lines



PROPERTY OWNER NOTIFICATION MAP

S - 12 - 001

Scale: 1" = 200'

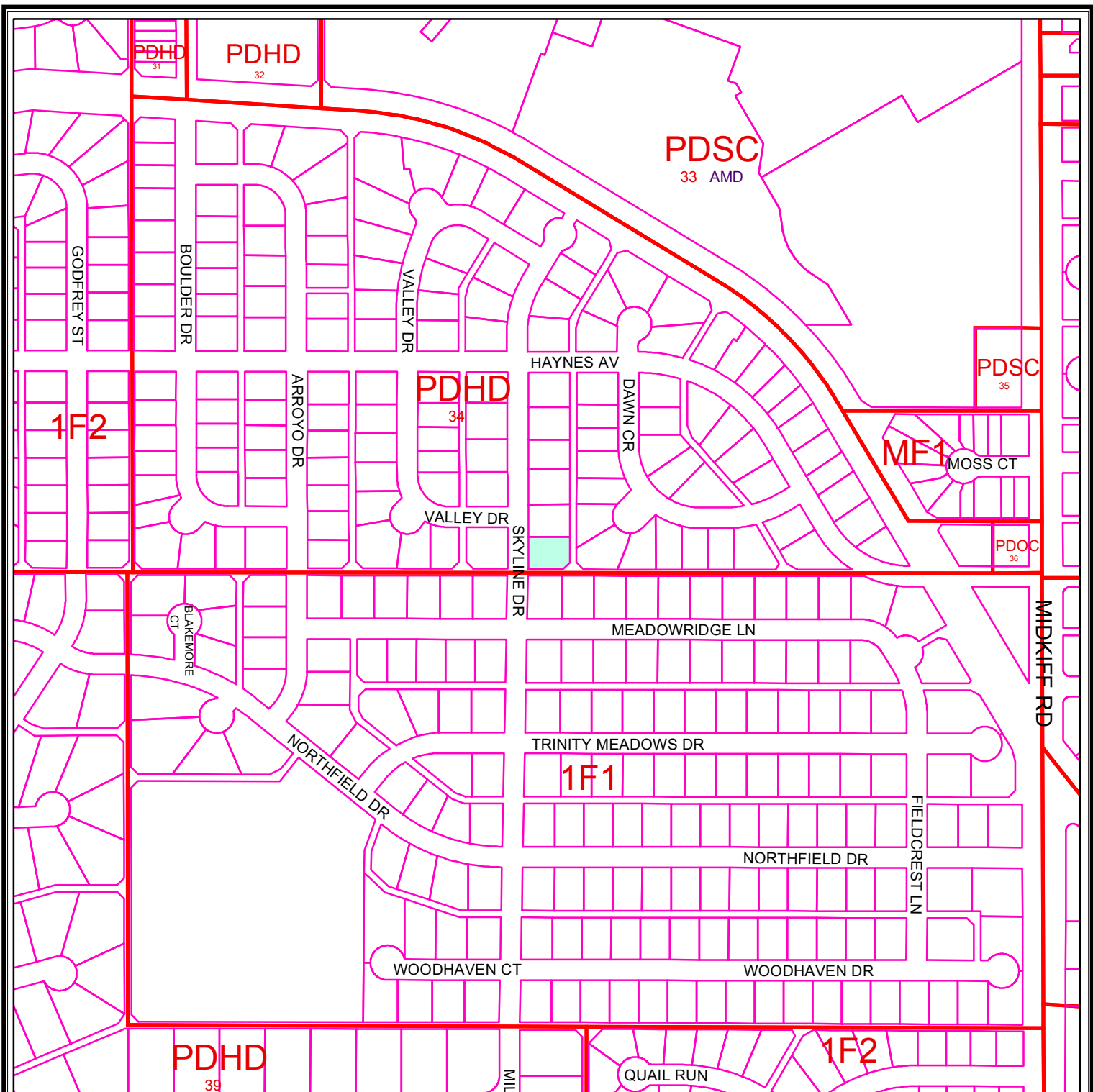
Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 1 and the south 22 feet of Lot 2, Block 11, Skyline Terrace, City and County of Midland, Texas.

LEGEND

- CITY LIMITS
- 200 FT. LEGAL NOTICE LIMIT
- PARCEL
- PUBLIC BLDGS
- PRIVATE BLDGS
- ACCESSORY BLDGS



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ZONING MAP

S - 12 - 001

Scale: 1" = 400'

Consider a request for a Specific Use Permit Without Term for an accessory building for living or sleeping quarters on Lot 1 and the south 22 feet of Lot 2, Block 11, Skyline Terrace, City and County of Midland, Texas.

LEGEND

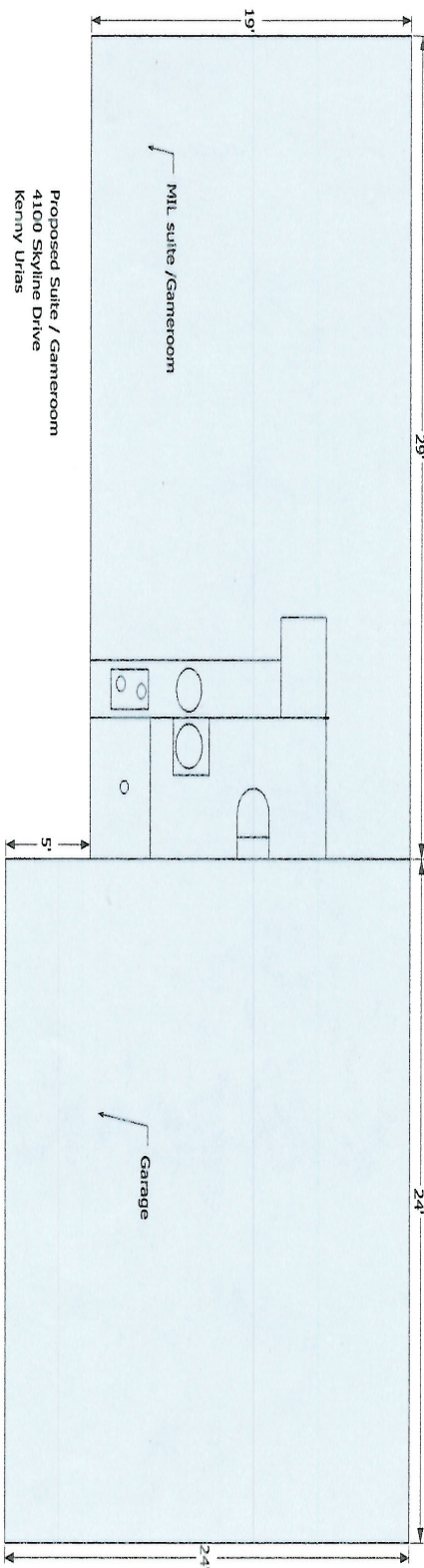
ZONING PARCELS

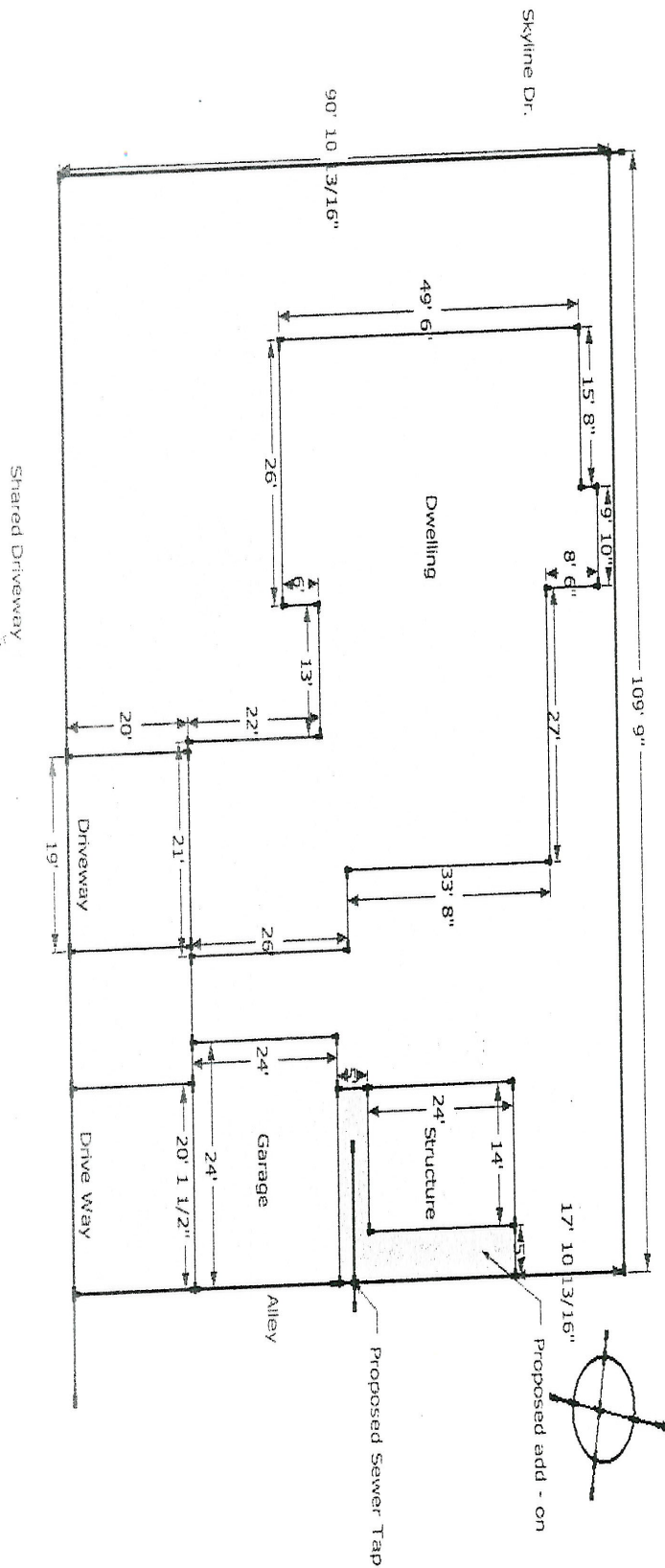
ZONING DISTRICTS:

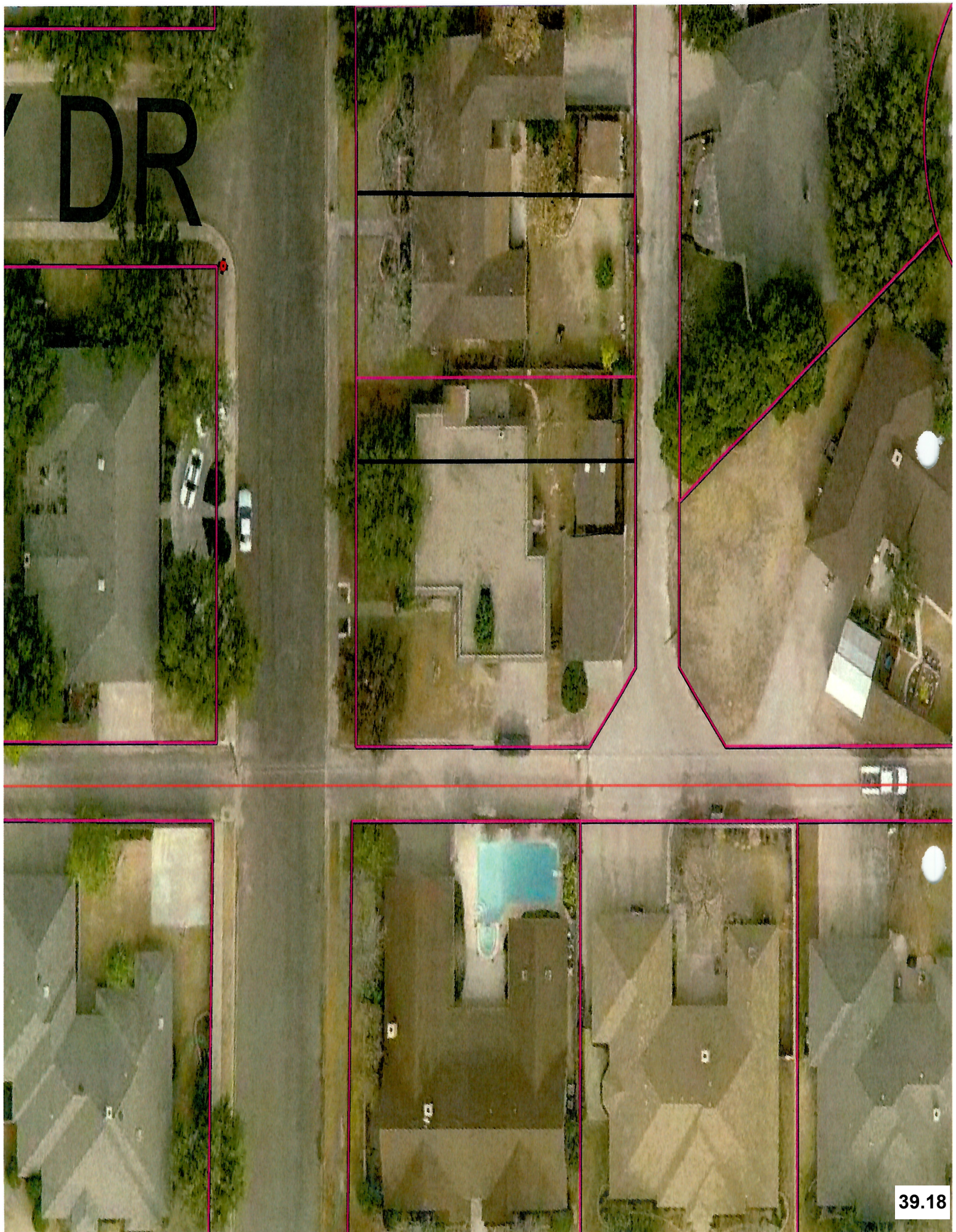
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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City Council Agenda

Approved for Agenda: JNichols City Manager's Office
--

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: M-12-002, Fairmont Park Church of Christ

Purpose:

Hold a public hearing at approximately 10:42 a.m. and consider a resolution on a request by Fairmont Park Church of Christ for approval of a Temporary Land Use Permit for RV Motor Home Parking. This is a re-hearing due to a typographical error on the previous public notice indicating a public hearing time on this matter at 10:33 p.m. on Tuesday, February 28, 2012. City staff spoke with a citizen who wished to voice opposition to this temporary land use but felt denied the opportunity given the typing error.

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, AND THE ADJACENT 0.26-ACRE VACATED
ALLEY, 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 Park Church of Christ has applied for authorization to temporarily use land for motor home parking on Lot 1, Block 5, and the adjacent 0.26-acre vacated alley, 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 Park 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, and the adjacent 0.26-acre vacated alley, 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.

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 Park Church of Christ, shall be responsible for ensuring that the conditions of this permit are observed.
- H. That City of Midland Resolution No. 2012-059 is hereby rescinded in all respects.

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 CONTENT
AND COMPLETENESS:

Rick Crownover, Director of Development
Services

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

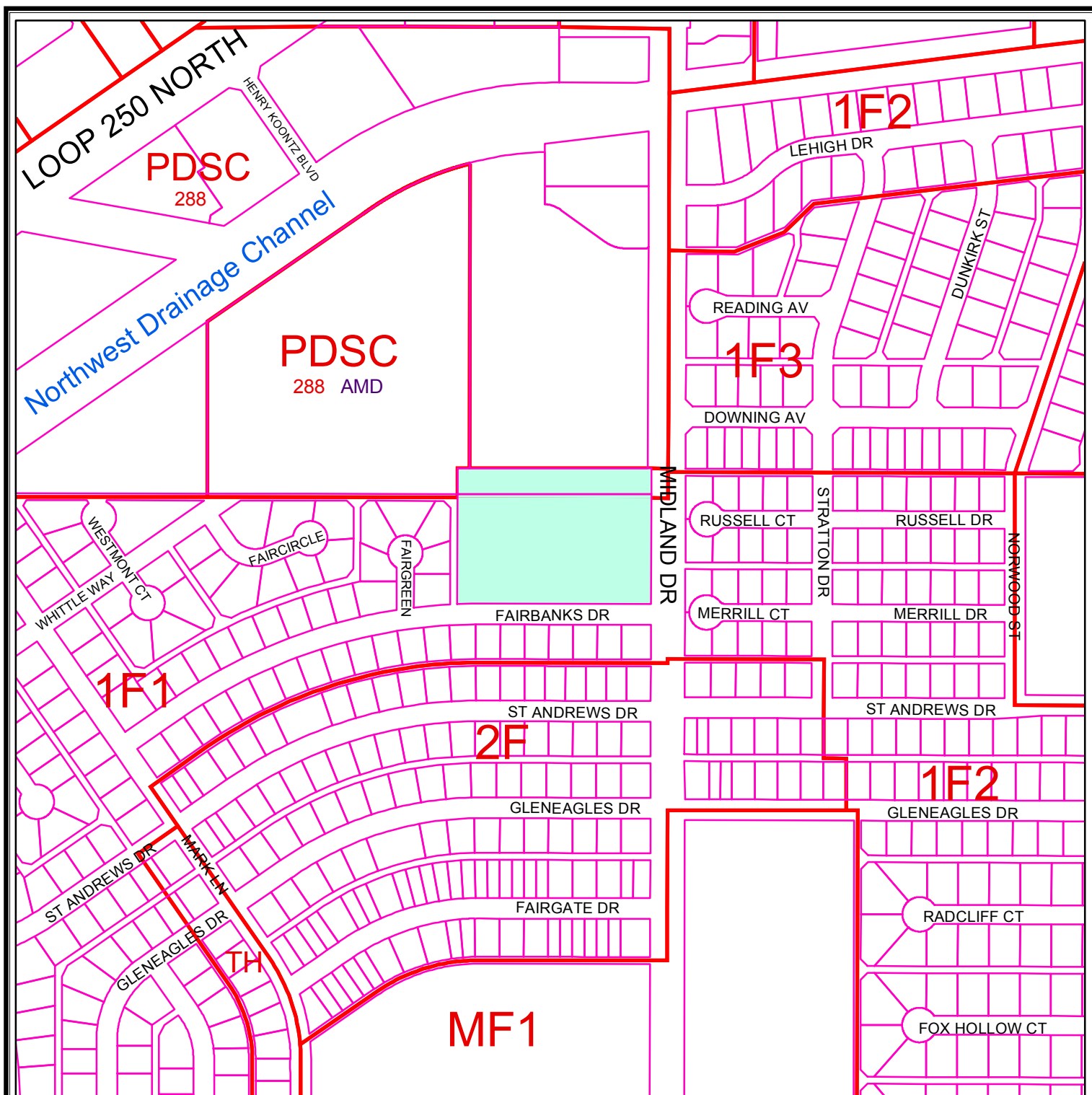
1/4/12
Date

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>



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, the adjacent 0.26-acre vacated alley, 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.

LEGEND

ZONING PARCELS

ZONING DISTRICTS:

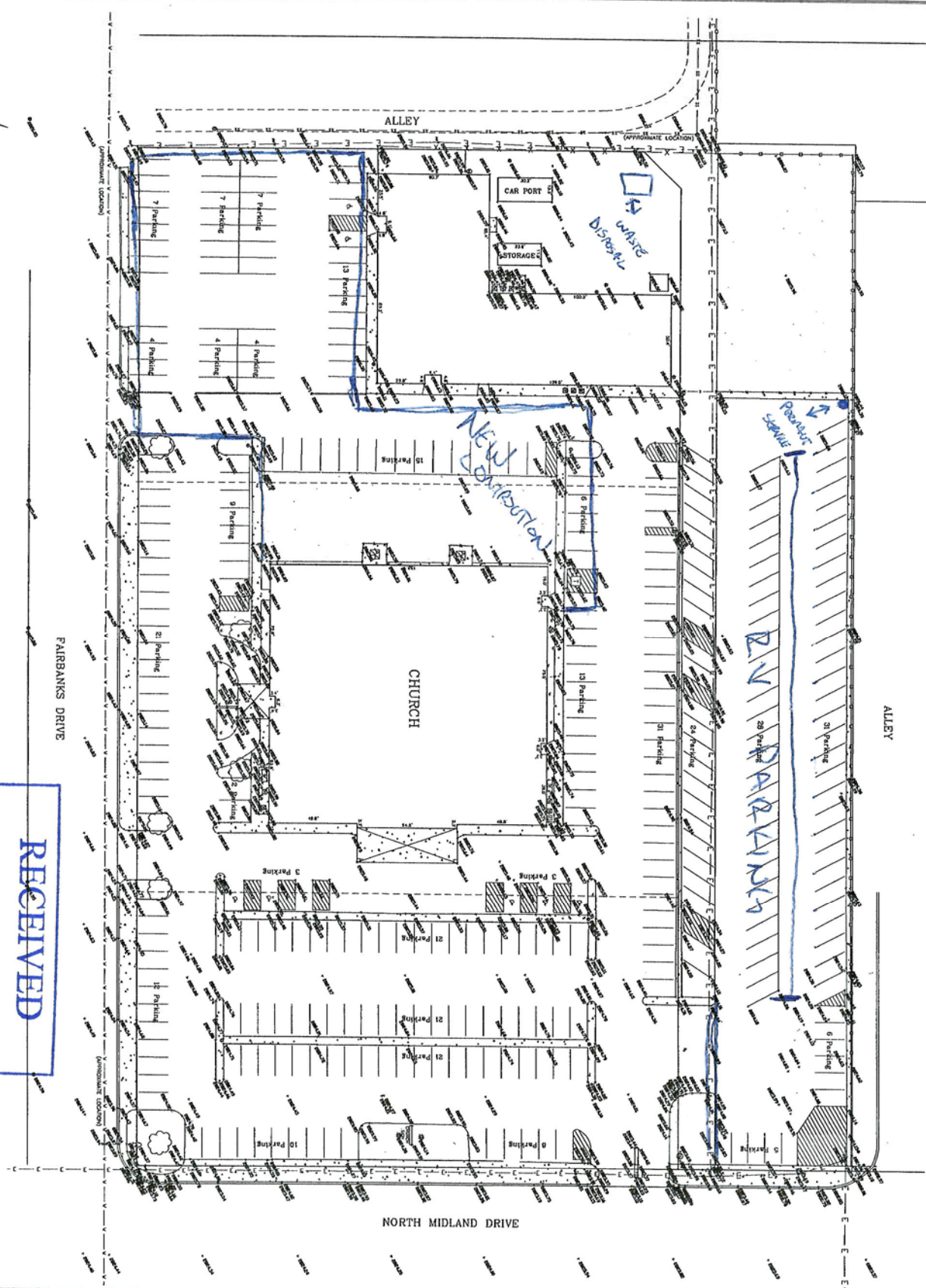
FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2, LR3	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP, JP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

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TOPOGRAPHIC SURVEY
THIS IS NOT A BOUNDARY SURVEY

THIS IS NOT A BOUNDARY SURVEY



RECEIVED

JAN 23 2012

CITY OF MIDLAND
PLANNING DIVISION OFFICE

WEST COMPANY OF MIDLAND, INC.

110 W. LOUISIANA AVE., STE. 110
MOULAND TEXAS, 79701
(432) 667-0865 - FAX. (432) 667-0868

NOTES

1) Composition Plot T:\CML\2010\20101040\2010-1040-surveying is not in the office of this surveyor and further described the reconstruction of this lot.

LEGEND

- [illegible]



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-016; consider a resolution approving an oil and gas well drilling permit located on the east side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue.

Purpose:

To consider a resolution on a request from Callon Petroleum Operating Company (Pecan Acres 23A No. 1) for a *Permit to Drill an Oil and Gas Well within the City Limits* located 467' FEL and 1,958' FNL of the land described as Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Council held a public hearing on February 14, 2012. The required 30-day period for public comment has passed and the Council may consider this request. No public comment was received.

Recommended City Council Action

X 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 with the following stipulations: that steel coated tanks be allowed for water containment, that a Vapor Recovery Unit is installed with effective noise reduction, and that any landscaping should not be postponed for longer than two years. A 250' by 250' fresh water pit is also proposed during drilling operations. The fresh water pit and tank battery will be located to the west on property owned by Callon.

Attachments: Application; Location map; Exhibits A, B, C, D.

RESOLUTION NO.

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO CALLON PETROLEUM OPERATING COMPANY ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 467 FEET FROM THE EAST LINE AND 1,958 FEET FROM THE NORTH LINE, 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 3/4 OF A MILE NORTH OF BRIARWOOD AVENUE)

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 February 14, 2012; 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 467 feet from the east line and 1,958 feet from the north line, Section 23, 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 CONTENT
AND COMPLETENESS:

Rick Crownover, Director of Development
Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 12/01/2011	Operator Name (must match W-1) Callon Petroleum Operating Company	Operator Address P.O. Box 1287 Natchez, MS 39121
Representative Name Jimmy Baggett	Representative Address (within Midland City Limits) 4305 N. Garfield, STE. 235 Midland, TX 79705	Rep. Tele. (432) 686-1828
Fee: \$4,000.00 Rec'd Yes ☒ No ☐		Rep. Fax (432) 686-2764
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (tele): _____ No. 2 (Tele.): _____ Option B: Jimmy Baggett 4305 N. Garfield, STE. 235 Midland, TX 79705 Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): Attached.		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Vince Borrello (432) 553-9522 4305 N. Garfield, STE. 235 Midland, TX 79705		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): Two, Annie #3, Annie #8		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): See Attachment #1		
1. _____		
2. _____		
3. _____		
ATTACHED AS EXHIBIT C is (a Title Opinion by Mike Canon , A licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from _____, a Certified Petroleum Landman/an opinion letter from _____, a licensed Texas Attorney) indicating that Operator has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. Attached		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Residential Structures		
ATTACHED AS EXHIBIT D is (a Title Opinion by See Tax Certificates , A licensed Texas Attorney/a Take-off from _____, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]. ATTACHED AS EXHIBIT E is a (map/p lat/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p lat/satellite/aerial photo) includes two circles, as required by the Ordinance - one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)]. Attached ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)]. Attached		

IV. Well & Operations Information

Proposed Well Name: **Pecan Acres 23A #1**

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:

See attached

Legal Description of Proposed Well Site:

Surface location: 467' FEL, 1,958' FNL of Section 23, Block 40, T1S, T&P RR Co. Survey, Midland County, TX (Abstract 252)

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. **Attached**

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)]. **Attached**

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (*also file copy of W-1 with City Secretary before commencement of drilling operations*). [See § J(16) and (20)].

Attached

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(1) **Attached**

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)]. **Attached**

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)]. **Attached**

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least \$25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Beause Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 *letter of credit/certificate of deposit/surety bond* in conjunciton with this request. [See § J(31)]. **Attached**

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)]. **Attached**

Description of Public Utilities required during (1) drilling and (2) operations:

(1) Drilling: **No public utilities will be needed during drilling operations.**

(2) Operations: **See Exhibit N and N-3**

Deescription of water source to be used during Drilling: **Water will be pulled from water wells existing on the adjacent property.**

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibits G & N attached.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: **See Exhibit O - Pits will be deep buried in accordance to City of Midland requirements.**

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)]. **Attached**

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)]. **Attached**

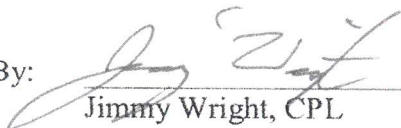
ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. **Attached**

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. **Attached**

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. **Attached**

ATTACHED AS EXHIBIT U is Applicant's **Hazardous Materials Management Plan**, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)]. **Attached**

Callon Petroleum Operating Company

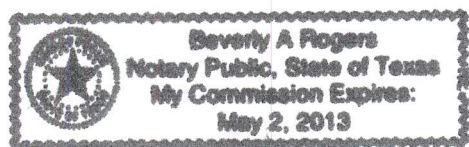
By: 
Jimmy Wright, CPL
Land Manager – Permian Basin

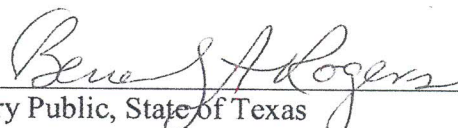
STATE OF TEXAS §

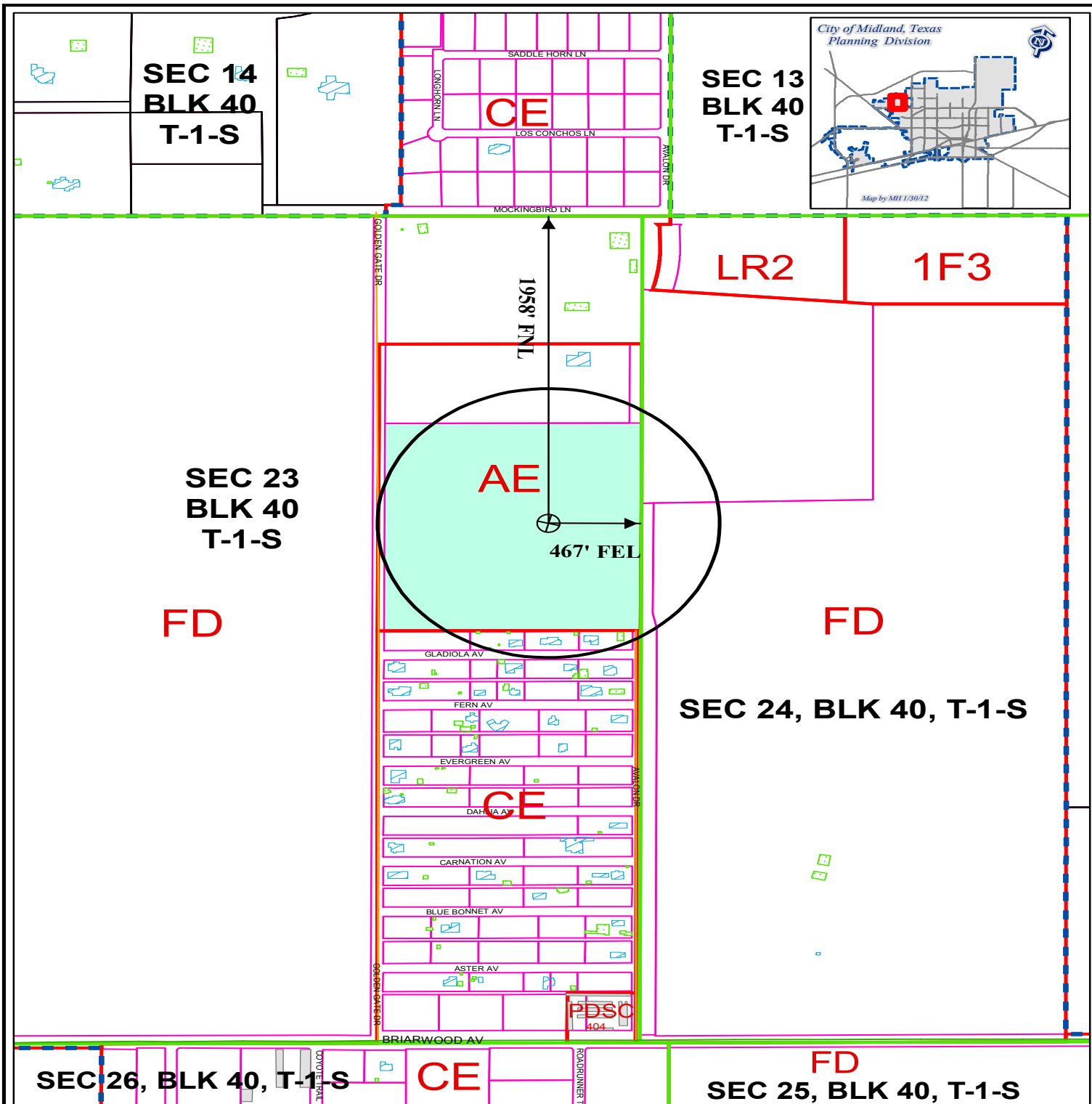
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COUNTY OF MIDLAND §

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 - 11 - 016

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 467' FEL and 1958' FNL, Section 23, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

Pecan Acres 23 A #1

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT
PD	PLANNED DISTRICT
AE	AGRICULTURE ESTATE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING
MH	MOBILE HOME DWELLING
TH	TOWNHOUSE DWELLING
2F	TWO-FAMILY DWELLING
MF1, MF2	MULTIPLE FAMILY DWELLING

BP	BUSINESS PARK
P	PARKING
01, 02	OFFICE
NS	NEIGHBORHOOD SERVICE
LR1, LR2, LR3	LOCAL RETAIL
C1, C2, C3	COMMERCIAL
IP, JP1, IP2, IP3	INDUSTRIAL PARK
LI	LIGHT INDUSTRY
HI	HEAVY INDUSTRY

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
LOCAL RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 20, 2012, considered the application of Callon Petroleum Operating Company, dated December 1, 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 Callon Petroleum Operating Company, dated December 1, 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 Callon Petroleum Operating Company, Pecan Acres 23A #1 oil and gas well shall be 467 feet from the east line and 1958 feet from the north line, Section 23, 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 Callon Petroleum Operating Company, 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 March 20, 2012, through March 20, 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 March, 2012.

CITY OF MIDLAND, TEXAS

BY: _____

W. Wesley Perry, Mayor

UNDERSTOOD AND AGREE THIS _____ day of March, 2012.

RSP Permian, L.L.C.

By: _____

Jimmy Baggett- Operations Manager

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: _____
Jimmy Baggett-Operations Manager

Callon Petroleum Operating Company
4305 N. Garfield, Ste. 235
Midland, Texas 79705
(432)686-1828

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. 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 (100) 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.

a.

The City will require tree preservation and/or planting measures.

i.

A minimum number of eight trees shall be required to be planted within 25 feet from the outside perimeter of the wall or walls required herein.

ii.

At least 75 percent of the trees shall be evergreen.

iii.

The minimum size of each tree planted will be at least four inches in diameter measured one foot above ground level.

iv.

All trees that die within three years of the date of project completion will be replaced by another replacement tree. The replacement tree carries the same three-year replacement requirement. A replacement of any tree that dies within three years of planting will be replaced by the Operator or agent and a new three-year guarantee will begin at the time of replacement.

b.

The following list of trees is considered desirable. Planting of trees for this list is acceptable. Other trees will be considered by the City Manager. The approval of additional species will be judged on adaptability, long-term health and growing characteristic of the tree type.

Scientific Name	Common Name
Pinus elarica	Afghan Pine, Mondell Pine
Pinus Sylvestris	Russian Pine
Ulmas Crassifolia	Cedar Elm

c.

Operator may submit a plan in lieu of subparagraphs (M)2.a and b above. The Operator must describe the type, number, and location of trees to be planted under this Section. The City Council may consider any proposal prepared in accordance with this subparagraph. Any alternative plan shall not be effective unless approved by the City Council.

d.

Operator shall submit an irrigation plan detailing the measures to be taken to adequately irrigate all landscaping, including indicating the proposed water source for irrigation, and the proposed efforts to replace dead or dying screening vegetation. Upon request by the Operator, the City may provide access to fresh water to be used for such irrigation if water is readily available and in conformance with City policies and procedures.

e.

In such instances, where City water is not available, a variance may be requested. Additionally, when City water becomes available, the provisions of this subsection shall be required.

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.

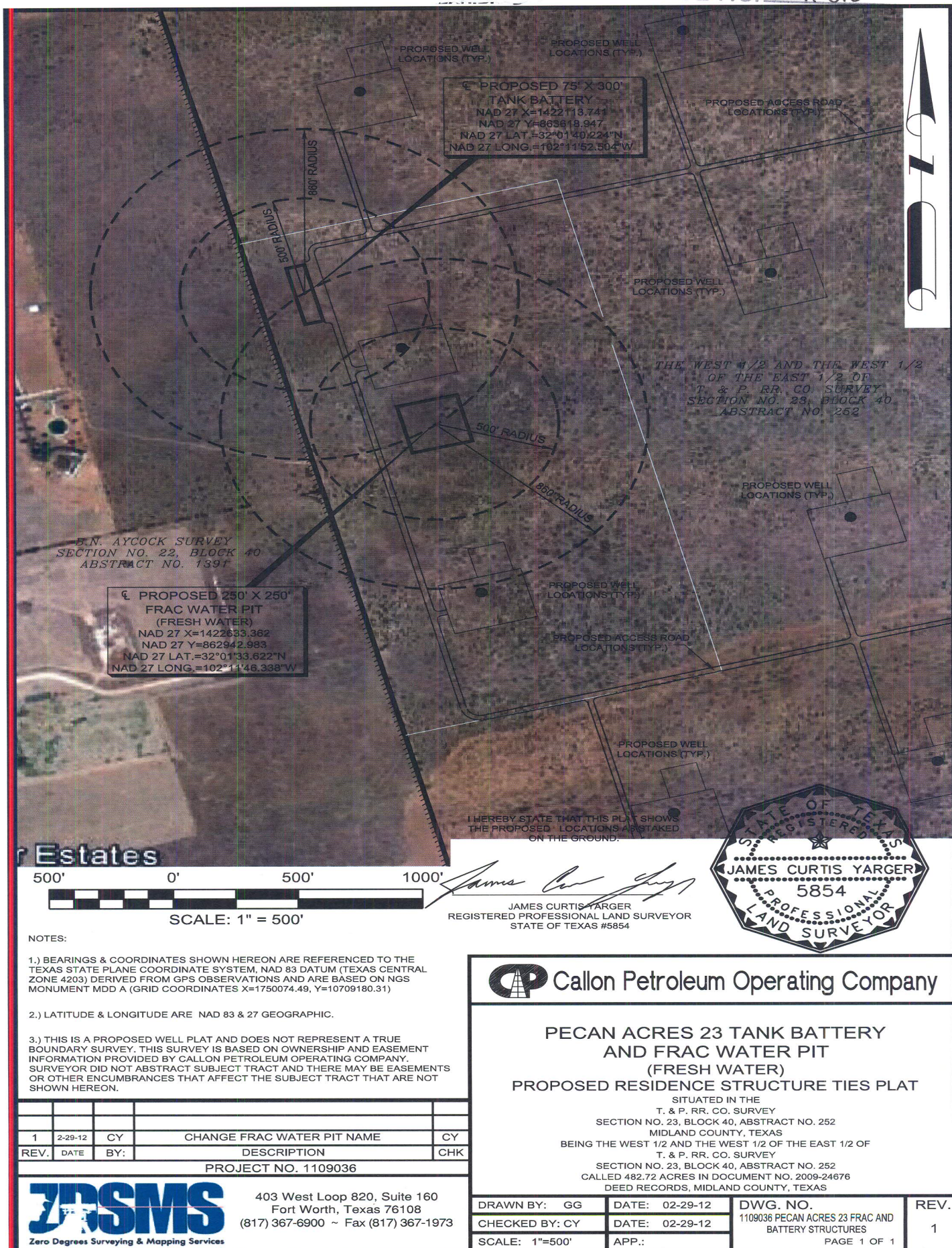
If the Council finds by a majority vote in favor of the applicant it may: (1) grant the relief requested, or (2) direct the City Manager to rescind action taken by City Staff that formed the basis of the takings determination appeal. If the Council denies the appeal, or after a favorable determination 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: _____
Jimmy Baggett-Operations Manager

Callon Petroleum Operating Company
4305 N. Garfield, Ste. 235
Midland, Texas 79705
(432) 686-1828





City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-017; consider a resolution approving an oil and gas well drilling permit located on the east side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue.

Purpose:

To consider a resolution on a request from Callon Petroleum Operating Company (Pecan Acres 23A No. 2) for a *Permit to Drill an Oil and Gas Well within the City Limits* located 467' FEL and 1,983' FNL of the land described as Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Council held a public hearing on February 14, 2012. The required 30-day period for public comment has passed and the Council may consider this request. No public comment was received.

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 with the following stipulations: that steel coated tanks be allowed for water containment, that a Vapor Recovery Unit is installed with effective noise reduction, and that any landscaping should not be postponed for longer than two years. A 250' by 250' fresh water pit is also proposed during drilling operations. The fresh water pit will be located near the tank battery.

Attachments: Application; Location map; Exhibits A, B, C, D

RESOLUTION NO.

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO CALLON PETROLEUM OPERATING COMPANY ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 467 FEET FROM THE EAST LINE AND 1,983 FEET FROM THE NORTH LINE, 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 3/4 OF A MILE NORTH OF BRIARWOOD AVENUE)

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 February 14, 2012; 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 467 feet from the east line and 1,983 feet from the north line, Section 23, 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 CONTENT
AND COMPLETENESS:

Rick Crownover, Director of Development
Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

0-11-017



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12-01-11	Callon Petroleum Operating Company	P.O. Box 1287 Natchez, MS 39121
Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 686-1828
Jimmy Baggett	4305 N. Garfield, Ste. 235 Midland, TX 79710	Rep. Fax (432) 686-2764
Fee: \$4,000.00	Rec'd Yes ☐ No ☐	

Permit Compliance Contact (Choose 1):

Option A:

24/7 Answering Services - No. 1 (Tele.):	No. 2 (Tele.):
Option B: Jimmy Baggett 4305 N. Garfield, Ste. 235, Midland, TX 79710	
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):	

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

Vince Borrello (432) 553-9522
4305 N. Garfield, Ste. 235, Midland, TX 79710

Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): NONEX Two, Annie #3, Annie #8

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): SEE ATTACHMENT 1

1.

2.

3.

ATTACHED AS EXHIBIT C is (a Title Opinion by Mike Canon, a licensed Texas Attorney/Title Commitment by Abstract Company/n Take-off from, a Certified Petroleum Landman/an opinion letter from, a licensed Texas Attorney) indicating that (Operator) has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. ATTACHED

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

(Residential Structures

ATTACHED AS EXHIBIT D is (a Title Opinion by see tax cert. 'S, a licensed Texas Attorney/n Take-off from, a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]. ATTACHED

ATTACHED AS EXHIBIT E is a (map/p Int/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p Int/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)]. ATTACHED

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners. Certified Mail, Return Receipt Requested. [See § J(3b)]. ATTACHED

IV. Well & Operations Information

Proposed Well Name: Pecan Acres 23 A

No. 2

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:

See attached

Legal Description of Proposed Well Site

467' FEL, 1,983' FNL of Section 23, Block 40, T1S, T & P RR Co. Survey, Midland County, Texas (Abstract 252)

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. ATTACHED

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)]. ATTACHED

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)]. ATTACHED

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)]. ATTACHED VARIANCE REQUEST

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

- (1) Drilling: No public utilities will be needed during drilling operations.
- (2) Operations: See Exhibit N and N-3

Description of water source to be used during Drilling:

Water will be pulled from water wells existing on the property and hauled if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit G&N attached

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O - Pits will be deep Buried in accordance to City of Midland requirements.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the Letter of Credit/Certificate of Deposit in accordance with Subsection (K)(2). [See § J(18)]. ATTACHED

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)]. ATTACHED

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. ATTACHED

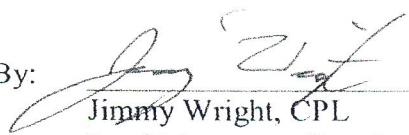
ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. ATTACHED

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. SEE EXHIBIT T & Attachment T-1

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)]. ATTACHED

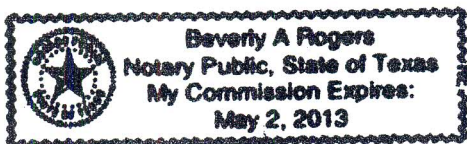
Callon Petroleum Operating Company

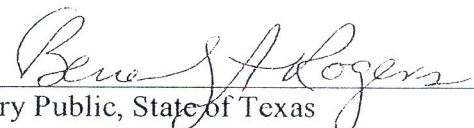
By:


Jimmy Wright, CPL
Land Manager – Permian Basin

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 20, 2012, considered the application of Callon Petroleum Operating Company, dated December 1, 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 Callon Petroleum Operating Company, dated December 1, 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 Callon Petroleum Operating Company, Pecan Acres 23A #2 oil and gas well shall be 467 feet from the east line and 1,983 feet from the north line, Section 23, 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 Callon Petroleum Operating Company, 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 March 20, 2012, through March 20, 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 March, 2012.

CITY OF MIDLAND, TEXAS

BY: _____

W. Wesley Perry, Mayor

UNDERSTOOD AND AGREE THIS ____ day of March, 2012.

RSP Permian, L.L.C.

By: _____

Jimmy Baggett- Operations Manager

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: _____
Jimmy Baggett-Operations Manager

Callon Petroleum Operating Company
4305 N. Garfield, Ste. 235
Midland, Texas 79705
(432)686-1828

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 (100) 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-1 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.

a.

The City will require tree preservation and/or planting measures.

i.

A minimum number of eight trees shall be required to be planted within 25 feet from the outside perimeter of the wall or walls required herein.

ii.

At least 75 percent of the trees shall be evergreen.

iii.

The minimum size of each tree planted will be at least four inches in diameter measured one foot above ground level.

iv.

All trees that die within three years of the date of project completion will be replaced by another replacement tree. The replacement tree carries the same three-year replacement requirement. A replacement of any tree that dies within three years of planting will be replaced by the Operator or agent and a new three-year guarantee will begin at the time of replacement.

b.

The following list of trees is considered desirable. Planting of trees for this list is acceptable. Other trees will be considered by the City Manager. The approval of additional species will be judged on adaptability, long-term health and growing characteristic of the tree type.

Scientific Name	Common Name
Pinus elarica	Afghan Pine, Mondell Pine
Pinus Sylvestris	Russian Pine
Ulmas Crassifolia	Cedar Elm

c.

Operator may submit a plan in lieu of subparagraphs (M)2.a and b above. The Operator must describe the type, number, and location of trees to be planted under this Section. The City Council may consider any proposal prepared in accordance with this subparagraph. Any alternative plan shall not be effective unless approved by the City Council.

d.

Operator shall submit an irrigation plan detailing the measures to be taken to adequately irrigate all landscaping, including indicating the proposed water source for irrigation, and the proposed efforts to replace dead or dying screening vegetation. Upon request by the Operator, the City may provide access to fresh water to be used for such irrigation if water is readily available and in conformance with City policies and procedures.

e.

In such instances, where City water is not available, a variance may be requested. Additionally, when City water becomes available, the provisions of this subsection shall be required.

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.

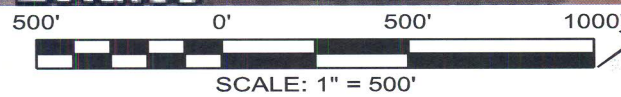
Notice addresses are as follows:

City of Midland
Attn: Office of the City Manager
P. O. Box 1152
Midland, Texas 79702

OPERATOR: _____
Jimmy Baggett-Operations Manager

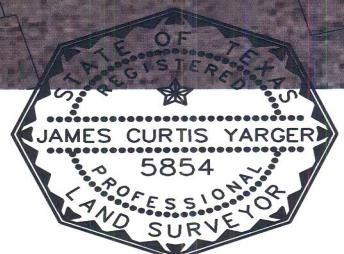
Callon Petroleum Operating Company
4305 N. Garfield, Ste. 235
Midland, Texas 79705
(432) 686-1828

EXHIBIT D



I HEREBY STATE THAT THIS PLAT SHOWS THE PROPOSED LOCATIONS AS STAKED ON THE GROUND.

James Curtis Yarger
 JAMES CURTIS YARGER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS #5854



NOTES:

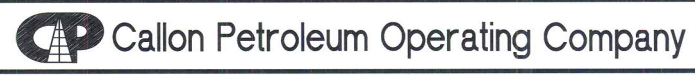
- 1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM (TEXAS CENTRAL ZONE 4203) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON NGS MONUMENT MDD A (GRID COORDINATES X=1750074.49, Y=10709180.31)
- 2.) LATITUDE & LONGITUDE ARE NAD 83 & 27 GEOGRAPHIC.
- 3.) THIS IS A PROPOSED WELL PLAT AND DOES NOT REPRESENT A TRUE BOUNDARY SURVEY. THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY CALLON PETROLEUM OPERATING COMPANY. SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON.

REV.	DATE	BY:	DESCRIPTION	CHK
1	2-29-12	CY	CHANGE FRAC WATER PIT NAME	CY

PROJECT NO. 1109036



403 West Loop 820, Suite 160
 Fort Worth, Texas 76108
 (817) 367-6900 ~ Fax (817) 367-1973



PECAN ACRES 23 TANK BATTERY AND FRAC WATER PIT (FRESH WATER) PROPOSED RESIDENCE STRUCTURE TIES PLAT

SITUATED IN THE
 T. & P. RR. CO. SURVEY
 SECTION NO. 23, BLOCK 40, ABSTRACT NO. 252
 MIDLAND COUNTY, TEXAS
 BEING THE WEST 1/2 AND THE WEST 1/2 OF THE EAST 1/2 OF
 T. & P. RR. CO. SURVEY
 SECTION NO. 23, BLOCK 40, ABSTRACT NO. 252
 CALLED 482.72 ACRES IN DOCUMENT NO. 2009-24676
 DEED RECORDS, MIDLAND COUNTY, TEXAS

DRAWN BY: GG	DATE: 02-29-12	DWG. NO. 1109036 PECAN ACRES 23 FRAC AND BATTERY STRUCTURES	REV. 1
CHECKED BY: CY	DATE: 02-29-12	PAGE 1 OF 1	
SCALE: 1"=500'	APP.:		



City Council Agenda

Approved for Agenda:

JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-018; consider a resolution approving an oil and gas well drilling permit located on the east side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue.

Purpose:

To consider a resolution on a request from Callon Petroleum Operating Company (Pecan Acres 23A No. 3) for a *Permit to Drill an Oil and Gas Well within the City Limits* located 467' FEL and 2,008' FNL of the land described as Section 23, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. Council held a public hearing on February 14, 2012. The required 30-day period for public comment has passed and the Council may consider this request. One letter of objection has been received by staff.

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 with the following stipulations: that steel coated tanks be allowed for water containment, that a Vapor Recovery Unit is installed with effective noise reduction, and that any landscaping should not be postponed for longer than two years. A 250' by 250' fresh water pit is also proposed during drilling operations. The fresh water pit and tank battery will be located to the west on property owned by Callon.

Attachments: Application; Location map; Exhibits A, B, C, D.

RESOLUTION NO.

RESOLUTION APPROVING THE ISSUANCE OF A PERMIT TO CALLON PETROLEUM OPERATING COMPANY ("OPERATOR") TO DRILL AN OIL AND GAS WELL WITHIN THE CITY LIMITS LOCATED 467 FEET FROM THE EAST LINE AND 2,008 FEET FROM THE NORTH LINE, 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 3/4 OF A MILE NORTH OF BRIARWOOD AVENUE)

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 February 14, 2012; 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 467 feet from the east line and 2,008 feet from the north line, Section 23, 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 CONTENT
AND COMPLETENESS:

Rick Crownover, Director of Development
Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

0-11-018



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12-01-11	Callon Petroleum Operating Company	P.O. Box 1287 Natchez, MS 39121
Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. (432) 686-1828
Jimmy Baggett	4305 N. Garfield, Ste. 235 Midland, TX 79710	Rep. Fax (432) 686-2764
Fee: \$4,000.00	Rec'd Yes ☐ No ☐	
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B: Jimmy Baggett 4305 N. Garfield, Ste. 235, Midland, TX 79710		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A):		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): Vince Borrello (432) 553-9522 4305 N. Garfield, Ste. 235, Midland, TX 79710		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): NONE Two, Annie #3, Annie #8		

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): SEE ATTACHMENT 1

1.

2.

3.

ATTACHED AS EXHIBIT C is (a Title Opinion by Mike Canon, a licensed Texas Attorney/Title Commitment by Abstract Company/a Take-off from a Certified Petroleum Landman/an opinion letter from a licensed Texas Attorney) indicating that [Operator] has a legal right to develop the mineral estate that is the subject of this Application. [See § J(5)]. ATTACHED

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

(Residential Structures

ATTACHED AS EXHIBIT D is (a Title Opinion by see tax cert.'s, a licensed Texas Attorney/a Take-off from a Certified Petroleum Landman/Current Tax Roll from Midland Central Appraisal District), which lists the name(s) and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]. ATTACHED

ATTACHED AS EXHIBIT E is a (map/p (a/satellite/aerial photo) depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The (map/p (a/satellite/aerial photo) includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)]. ATTACHED

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners. Certified Mail, Return Receipt Requested. [See § J(36)]. ATTACHED

IV. Well & Operations Information

Proposed Well Name: Pecan Acres 23 A No. 3

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary) [See § J(11) and § L(4)]:

See attached

Legal Description of Proposed Well Site: 467' FEL, 2,008' FNL of Section 23, Block 40, T1S, T & P RR Co. Survey, Midland County, Texas (Abstract 252)

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)]. ATTACHED

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)]. ATTACHED

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments (also file copy of W-1 with City Secretary before commencement of drilling operations). [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)]. ATTACHED

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)]. ATTACHED VARIANCE REQUEST

ATTACHED AS EXHIBIT M is the Road Repair Agreement and Letter of Credit/Certificate of Deposit/Surety Bond in the amount of at least \$25,000. Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable): Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary \$75,000 letter of credit/certificate of deposit/surety bond in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

- (1) Drilling: No public utilities will be needed during drilling operations.
- (2) Operations: See Exhibit N and N-3

Description of water source to be used during Drilling:

Water will be pulled from water wells existing on the property and hauled if necessary.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit G&N attached

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O - Pits will be deep Buried in accordance to City of Midland requirements.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the Letter of Credit/Certificate of Deposit in accordance with Subsection (K)(2). [See § J(18)]. ATTACHED

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicant are current. [See § J(29)]. ATTACHED

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)]. ATTACHED

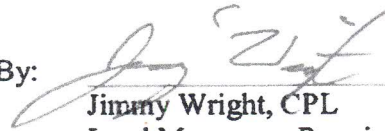
ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)]. ATTACHED

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)]. SEE EXHIBIT T & Attachment T-1

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)]. ATTACHED

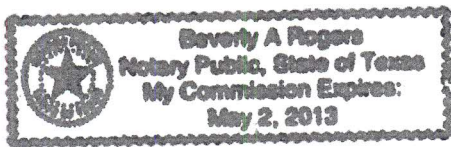
Callon Petroleum Operating Company

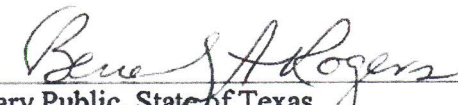
By:

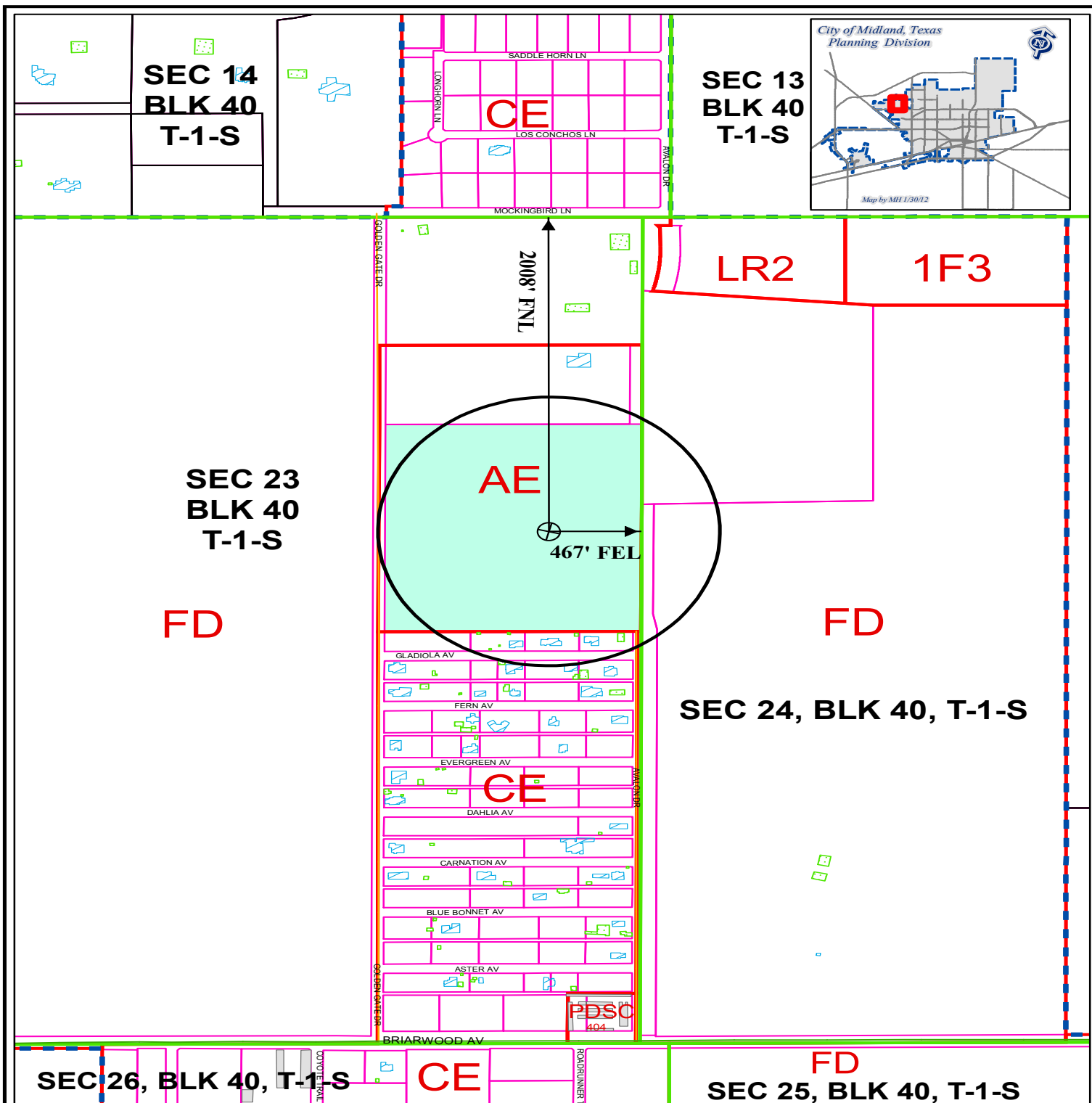

Jimmy Wright, CPL
Land Manager – Permian Basin

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 24 day of January, 2012 by Jimmy Wright, Land Manager – Permian Basin of Callon Petroleum Operating Company, who personally appeared before me and states that he has read the above application and attached exhibits and the statements therein are true and correct to the best of his knowledge.




Notary Public, State of Texas



LOCATION AND ZONING MAP

O - 11 - 018

Scale: 1" = 700'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 467' FEL and 2008' FNL, Section 23, Block 40, T-1-S, T & P RR Co. Survey, Midland County, Texas.

Pecan Acres 23 A #3

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT
PD	PLANNED DISTRICT
AE	AGRICULTURE ESTATE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING
MH	MOBILE HOME DWELLING
TH	TOWNHOUSE DWELLING
2F	TWO-FAMILY DWELLING
MF1, MF2	MULTIPLE FAMILY DWELLING

BP	BUSINESS PARK
P	PARKING
01, 02	OFFICE
NS	NEIGHBORHOOD SERVICE
LR1, LR2, LR3	LOCAL RETAIL
C1, C2, C3	COMMERCIAL
IP, JP1, IP2, IP3	INDUSTRIAL PARK
LI	LIGHT INDUSTRY
HI	HEAVY INDUSTRY

BP	BUSINESS PARK
P	PARKING
01, 02	OFFICE
NS	NEIGHBORHOOD SERVICE
LR1, LR2, LR3	LOCAL RETAIL
C1, C2, C3	COMMERCIAL
IP, JP1, IP2, IP3	INDUSTRIAL PARK
LI	LIGHT INDUSTRY
HI	HEAVY INDUSTRY

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on March 20, 2012, considered the application of Callon Petroleum Operating Company, dated December 1, 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 Callon Petroleum Operating Company, dated December 1, 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 Callon Petroleum Operating Company, Pecan Acres 23A #3 oil and gas well shall be 467 feet from the east line and 2,008 feet from the north line, Section 23, 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 Callon Petroleum Operating Company, 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 March 20, 2012, through March 20, 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 March, 2012.

CITY OF MIDLAND, TEXAS

BY: _____

W. Wesley Perry, Mayor

UNDERSTOOD AND AGREE THIS _____ day of March, 2012.

RSP Permian, L.L.C.

By: _____

Jimmy Baggett- Operations Manager

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: _____
Jimmy Baggett-Operations Manager

Callon Petroleum Operating Company
4305 N. Garfield, Ste. 235
Midland, Texas 79705
(432)686-1828

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 (100) 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-1 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.

a.

The City will require tree preservation and/or planting measures.

i.

A minimum number of eight trees shall be required to be planted within 25 feet from the outside perimeter of the wall or walls required herein.

ii.

At least 75 percent of the trees shall be evergreen.

iii.

The minimum size of each tree planted will be at least four inches in diameter measured one foot above ground level.

iv.

All trees that die within three years of the date of project completion will be replaced by another replacement tree. The replacement tree carries the same three-year replacement requirement. A replacement of any tree that dies within three years of planting will be replaced by the Operator or agent and a new three-year guarantee will begin at the time of replacement.

b.

The following list of trees is considered desirable. Planting of trees for this list is acceptable. Other trees will be considered by the City Manager. The approval of additional species will be judged on adaptability, long-term health and growing characteristic of the tree type.

Scientific Name	Common Name
Pinus elarica	Afghan Pine, Mondell Pine
Pinus Sylvestris	Russian Pine
Ulmas Crassifolia	Cedar Elm

c.

Operator may submit a plan in lieu of subparagraphs (M)2.a and b above. The Operator must describe the type, number, and location of trees to be planted under this Section. The City Council may consider any proposal prepared in accordance with this subparagraph. Any alternative plan shall not be effective unless approved by the City Council.

d.

Operator shall submit an irrigation plan detailing the measures to be taken to adequately irrigate all landscaping, including indicating the proposed water source for irrigation, and the proposed efforts to replace dead or dying screening vegetation. Upon request by the Operator, the City may provide access to fresh water to be used for such irrigation if water is readily available and in conformance with City policies and procedures.

e.

In such instances, where City water is not available, a variance may be requested. Additionally, when City water becomes available, the provisions of this subsection shall be required.

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.

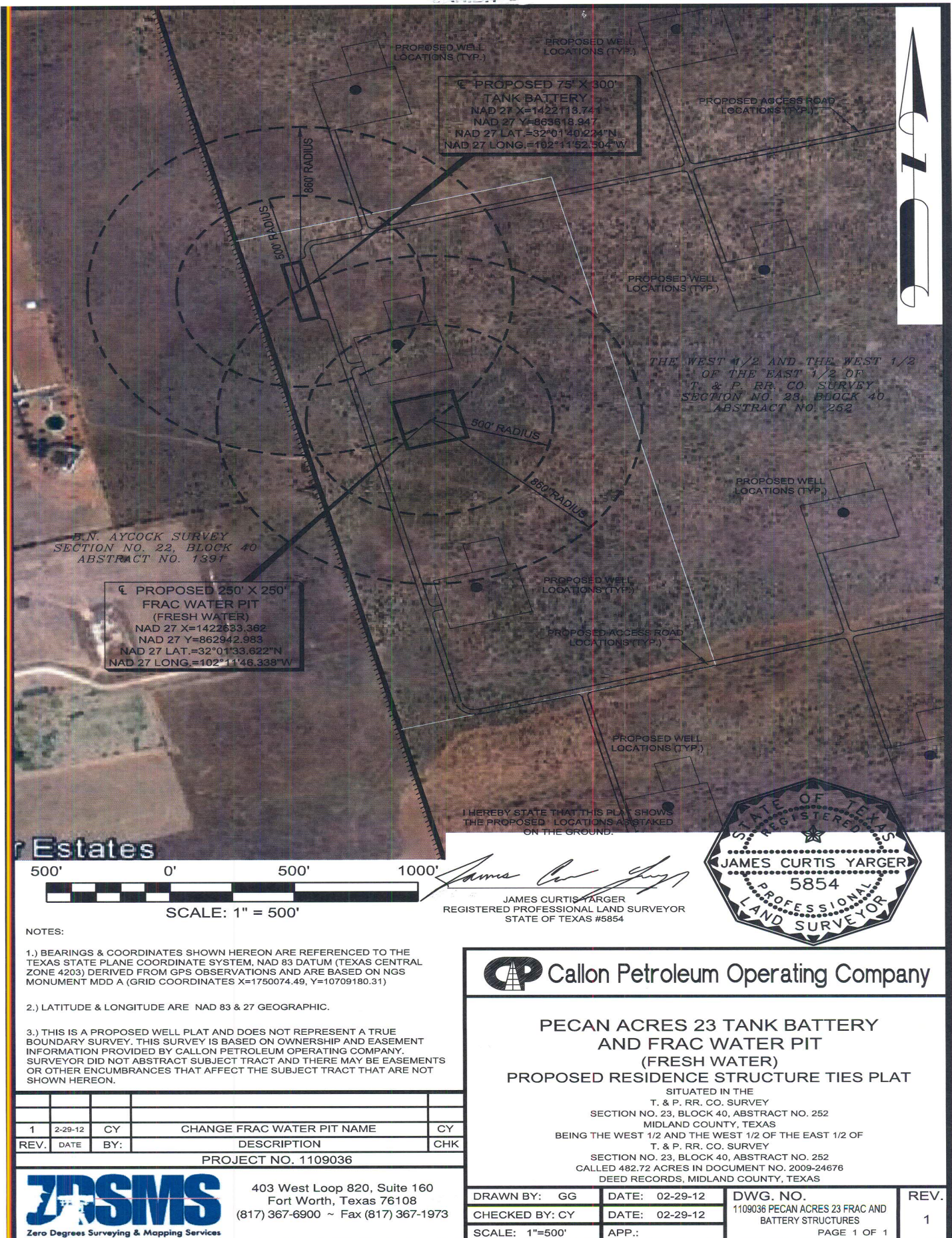
If the Council finds by a majority vote in favor of the applicant it may: (1) grant the relief requested, or (2) direct the City Manager to rescind action taken by City Staff that formed the basis of the takings determination appeal. If the Council denies the appeal, or after a favorable determination 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: _____
Jimmy Baggett-Operations Manager

Callon Petroleum Operating Company
4305 N. Garfield, Ste. 235
Midland, Texas 79705
(432) 686-1828





a City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: O-11-016 through O-11-18; consider a motion regarding a road repair agreement between the City of Midland and Callon Petroleum Operating Co. related to three oil and gas well drilling permits (Pecan Acres 23A Nos. 1-3) on the east side of Golden Gate Drive, approximately $\frac{3}{4}$ mile north of Briarwood Avenue.

Purpose:

Consider a motion approving a road repair agreement between the City of Midland and Callon Petroleum Operating Company.

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

This agreement will cover the cost of road damages to Briarwood Avenue and Avalon Drive that are attributable to Callon Petroleum Operating Company 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:

Callon Petroleum Operating Company 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 CALLON
PETROLEUM OPERATING COMPANY REGARDING
ITS APPLICATIONS TO DRILL OIL AND GAS WELLS
WITHIN THE CITY LIMITS IN SECTION 23, 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 Callon Petroleum Operating Company;

**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 Callon Petroleum Operating Company. 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 CONTENT
AND COMPLETENESS:

Rick Crownover, Director of Development
Services

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

Road Repair Agreement

Callon Petroleum Operating Company (hereafter "Callon") intends to use portions of Avalon Drive and Briarwood Drive to access its oil and gas lease. Operator agrees to pay actual road repair costs up to a maximum amount of Seventy-Five Thousand and no/hundred dollars (\$75,000.00) per calendar year for damage done to Avalon Drive and Briarwood Drive and the lease entrance gate to the extent that any such damage is verifiably attributable to traffic servicing Callon. Operator will not be obligated to pay for any damage to Avalon Drive and Briarwood Drive road attributable to other parties or for damage associated with normal wear and tear. Operator will not be required to pay road repair expenses in excess of \$25,000.00 per calendar year per well not to exceed a total of \$75,000.00 per calendar year for all wells it operates within the city limits in Section 23, Block 40, T-1-S, T & P RR. Co. Survey, Midland County, Texas, and has attached to this agreement a surety bond in the amount of \$75,000 which will serve to secure payment of any such road repair expenses for the wells (Pecan Acres 23A #1, Pecan Acres 23A #2, Pecan Acres 23A #3 and future applications) Operator plans to drill within the city limits in Section 23 Block 40, HP Hilliard Survey, Midland County, Texas. In the event such letter of credit, certificate of deposit or surety bond is not restored to \$75,000.00 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.

Callon and the City of Midland agree that documentation of any road damage determined to be caused by Operator's use of Avalon Drive and Briarwood Drive to access any of the wells shall be presented to Operator. If the Operator does not agree, then Operator may file a written objection with the City Manager within ten (10) days of being notified of the road damage. The City Manager shall review the objections and give Operator the opportunity to be heard and present facts that Operator 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 surety bond shall not exceed the limits previously described by this agreement.

AGREED TO AND ACCEPTED BY THE FOLLOWING PARTIES:

Callon Petroleum Operating Company

City of Midland

Date: _____

Date: _____

By: _____

By: _____

Jimmy Baggett-Operations Manager

Mayor: W. Wesley Perry



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, Planning Division Manager

SUBJECT: Planned District Interpretation for HEB property

Purpose:

Consider an interpretation of a Planned District Site Plan.

Recommended City Council Action

☐ Approve ☐ Deny ☒ Direction/Informational

Fiscal Impact:

There is no cost to the City to consider this request.

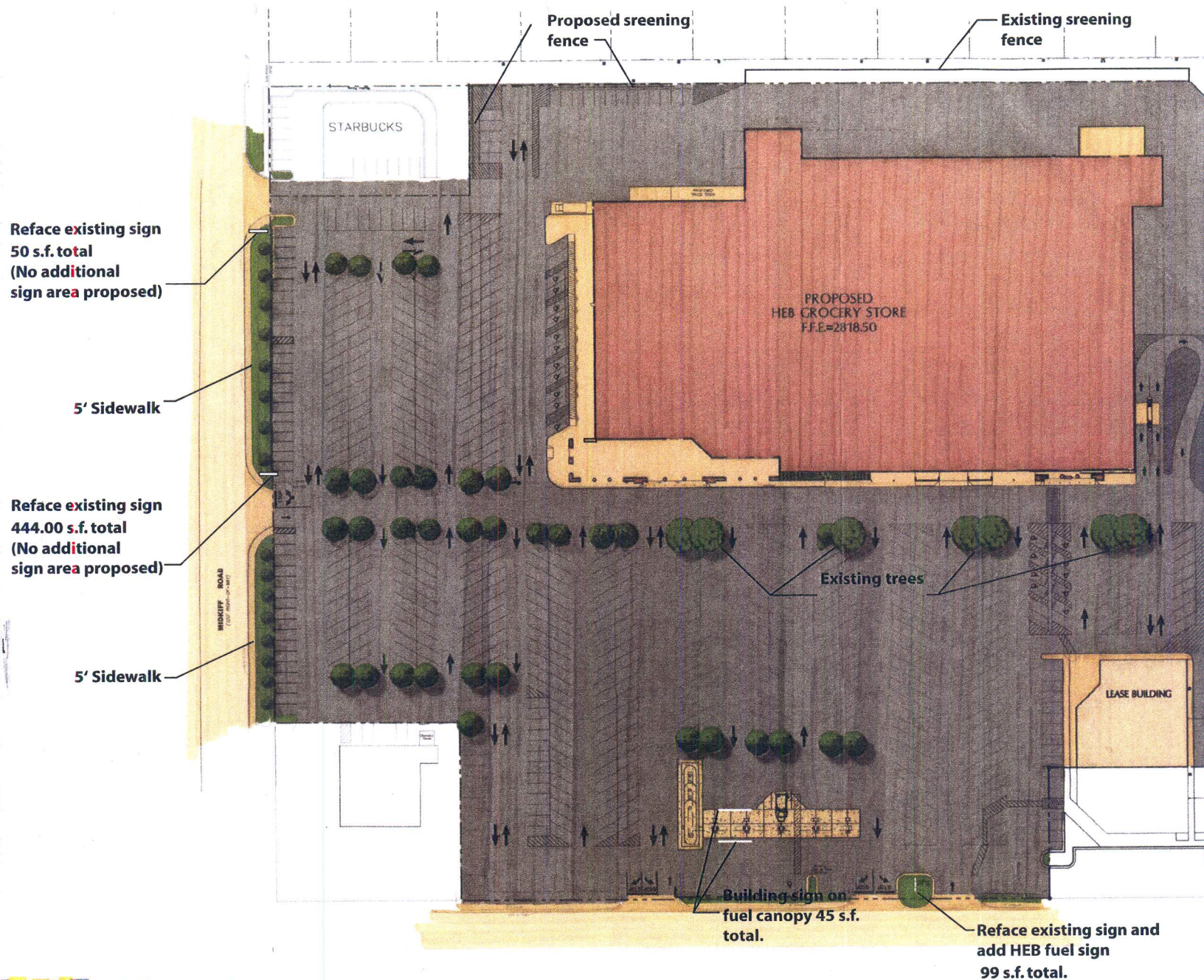
Discussion:

HEB owns all of the land in this shopping center except for the ski shop and the liquor store. Their ownership includes a portion of the strip center at the northwest corner of the shopping center. HEB wishes to demolish their buildings in the strip center to provide additional parking. This land is zoned PD, Planned District for a Shopping Center, and includes a site plan approved in 2007. In the staff's opinion, the site plan is intended to govern only the grocery store and not the strip center, which existed before HEB was constructed. The ski shop would not be affected.

The staff is requesting an interpretation by the City Council that would allow HEB to raze their portion of the strip center without requiring approval of an amended site plan.

Attachment:

Planned District Site Plan



Site Plan

Midland HEB Store Expansion/Remodel



SITE PLAN

CASE NO. 2-07-017



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Bob McNaughton, Director of Finance

SUBJECT: Midland Central Appraisal District Board (MCAD) of Directors

Purpose:

To nominate an individual to serve on the MCAD Board of Directors

Recommended City Council Action

☒ Approve

☐ Deny

☐ Direction/Informational

Fiscal Impact:

None

Discussion:

The resignation of Mr. Fred Poe from the Midland Central Appraisal District Board of Directors in early February 2012 has created a vacancy on the MCAD Board. Mr. Poe was nominated by the City on October 25, 2011 and on November 08, 2011 the City of Midland cast all City votes for Mr. Poe to reelect him to the MCAD Board of Directors.

The attached letter from Jerry Bundick, Chief Appraiser, provides the City with the option to either nominate or not nominate a new member. The City has had representation on this Board since its inception and as such would want to maintain representation on this Board.

The first and immediate action is to nominate a person to be placed on the ballot.

RESOLUTION NO.

**RESOLUTION NOMINATING A CANDIDATE FOR THE
MIDLAND CENTRAL APPRAISAL DISTRICT BOARD
OF DIRECTORS; AND DIRECTING THE CITY
MANAGER TO DELIVER A COPY OF THIS
RESOLUTION TO THE MIDLAND CENTRAL
APPRAISAL DISTRICT**

WHEREAS, pursuant to the Texas Tax Code it is incumbent upon the City Council to make nominations for the Board of Directors of the Midland Central Appraisal District;

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

SECTION ONE. That the following person is hereby nominated for membership on the Board of Directors of the Midland Central Appraisal District:

SECTION TWO. That the City Manager shall deliver a copy of this resolution to the Chief Appraiser of the Midland Central Appraisal District prior to March 23, 2012.

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: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing and adopting a service plan for Tract 1, 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.

Purpose:

To consider an ordinance annexing city-owned land located north of the Midland International Airport.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 40 acre tract.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, 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, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED NORTH OF MIDLAND INTERNATIONAL AIRPORT); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 40.46-acre tract of land out of Section 45, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

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.

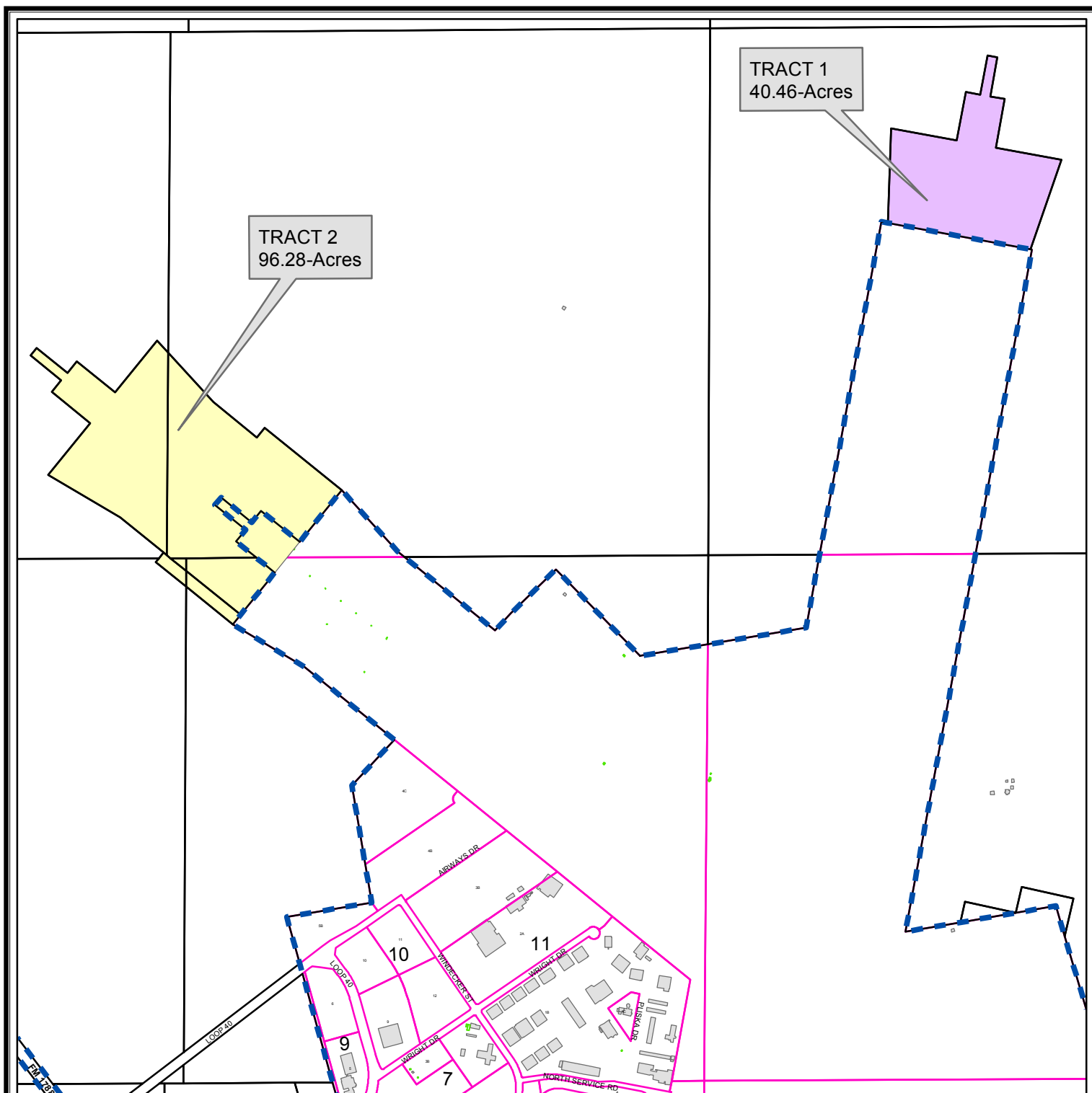
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



PROPOSED ANNEXATION MAP

M - 11 - 010

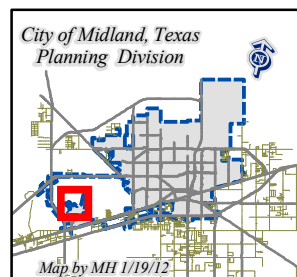
Scale: 1" = 1,400'

TRACTS 1 & 2

Consider a request for the annexation of (Tract 1) a 40.46-acre tract of land out of Section 45, Block 40, T-1-S and (Tract 2) 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, all T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY - TRACT 1
- ANNEXATION BOUNDARY - TRACT 2
- CITY LIMITS
- SURVEY SECTION
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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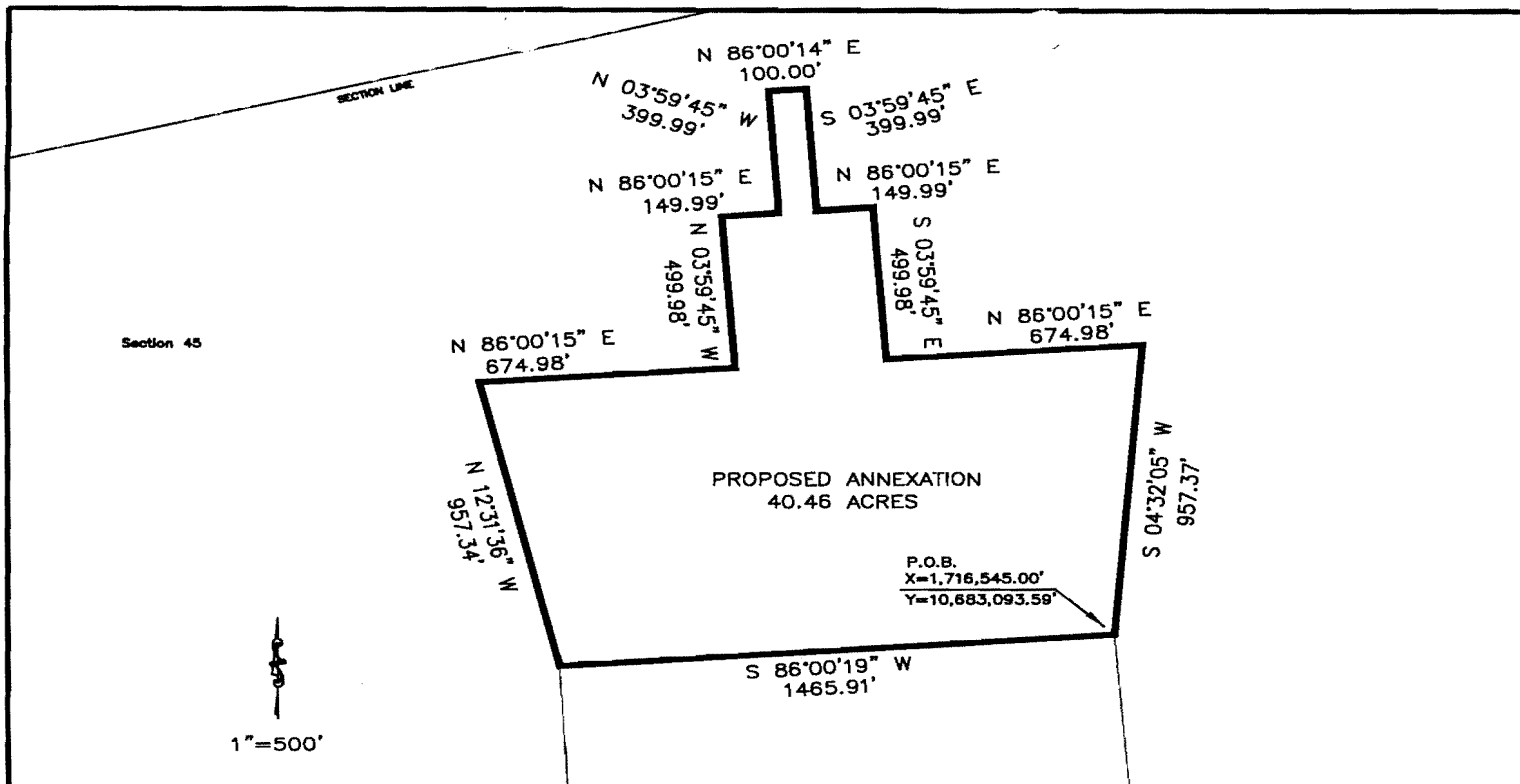


Exhibit and Field Notes
For Proposed Annexation - Tract 1

For a 40.46 acre tract out of Section 45, Block 40, T-1-S, T&P R.R. Co. Survey, Midland County, Texas and being all of a so called 40.461 acre tract described as Tract H in Vol. 1110, Pg. 714, Deed Records of Midland County and more fully described as follows;

Beginning at the southeast corner of the said 40.461 acre tract and having a coordinate of X= 1,716,545.00 ft., Y= 10,683,093.59 ft., a 3/8" spike bears N 86° 00' 19" E a distance of 16.85 ft.,

Thence S 86° 00' 19" W a distance of 1465.91 ft. to a point,

Thence N 12° 31' 36" W a distance of 957.34 ft. to a point,

Thence N 86° 00' 15" E a distance of 674.98 ft. to a point,

Thence N 03° 59' 45" W a distance of 499.98 ft. to a point,

Thence N 86° 00' 15" E a distance of 149.99 ft. to a point,

Thence N 03° 59' 45" W a distance of 399.99 ft. to a point,

Thence N 86° 00' 14" E a distance of 100.00 ft. to a point,

Thence S 03° 59' 45" E a distance of 399.99 ft. to a point,

Thence N 86° 00' 15" E a distance of 149.99 ft. to a point,

Thence S 03° 59' 45" E a distance of 499.98 ft. to a point,

Thence N 86° 00' 15" E a distance of 674.98 ft. to a point,

Thence S 04° 32' 05" W a distance of 957.37 ft. to the place of beginning and containing 40.46 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Richard A. Shelton 2-6-12
Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7290



Exhibit "A"

EXHIBIT B
SERVICE PLAN FOR
Tract 1

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 north of Midland International Airport)

DEVELOPMENT SERVICES

*Existing Services: Public access is not available to Tract 1 since this property is
adjacent to a Midland International Airport runway.*

- A. Type of service to be provided upon annexation: Tract 1 is adjacent to open airport land at the Midland International Airport. Maintenance of this open area will become the City's responsibility. Engineering services, platting, traffic studies and controls will be provided as warranted. Development and utility extension plans, right-of-ways, easements, and other typical development matters are not anticipated on this tract.
- B. Capital improvements to begin within 2 1/2 years: None

UTILITIES

Existing Services: Water and sewer services are not available to Tract 1.

- A. Type of service to be provided upon annexation: None.
- B. Capital improvements to begin within 2 1/2 years: None

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

*Existing Services: Fire and emergency response provided through
agreement with Midland County*

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services
throughout Midland County including on site
septic system permitting

- A. Type of service to be provided upon annexation: Animal Control services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing and adopting a service plan for Tract 2, being 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.

Purpose:

To consider an ordinance annexing city-owned land located northwest of the Midland International Airport.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 96 acre tract.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, BEING A 96.28-ACRE TRACT OF LAND OUT OF SECTIONS 43 AND 44, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND SECTIONS 5 AND 6, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED NORTHWEST OF MIDLAND INTERNATIONAL AIRPORT); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 96.28-acre tract of land out of Sections 43 and 44, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and Sections 5 and 6, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in

the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

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.

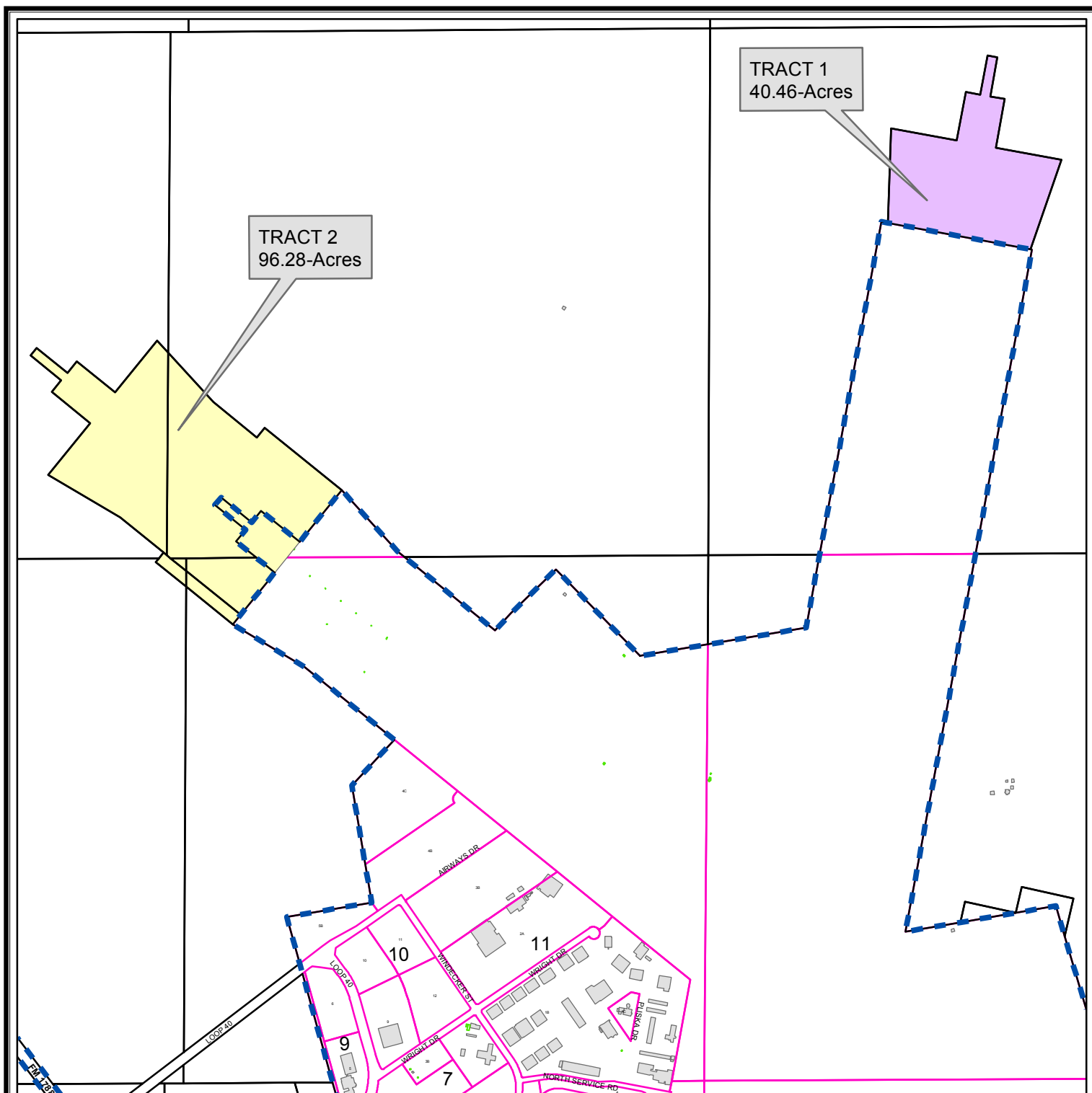
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



PROPOSED ANNEXATION MAP

M - 11 - 010

Scale: 1" = 1,400'

TRACTS 1 & 2

Consider a request for the annexation of (Tract 1) a 40.46-acre tract of land out of Section 45, Block 40, T-1-S and (Tract 2) 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, all T & P RR Co. Survey, Midland County, Texas.

LEGEND

- ANNEXATION BOUNDARY - TRACT 1
- ANNEXATION BOUNDARY - TRACT 2
- CITY LIMITS
- SURVEY SECTION
- CITY PARCEL
- COUNTY PARCEL
- PUBLIC BLDGS
- ACCESSORY BLDGS



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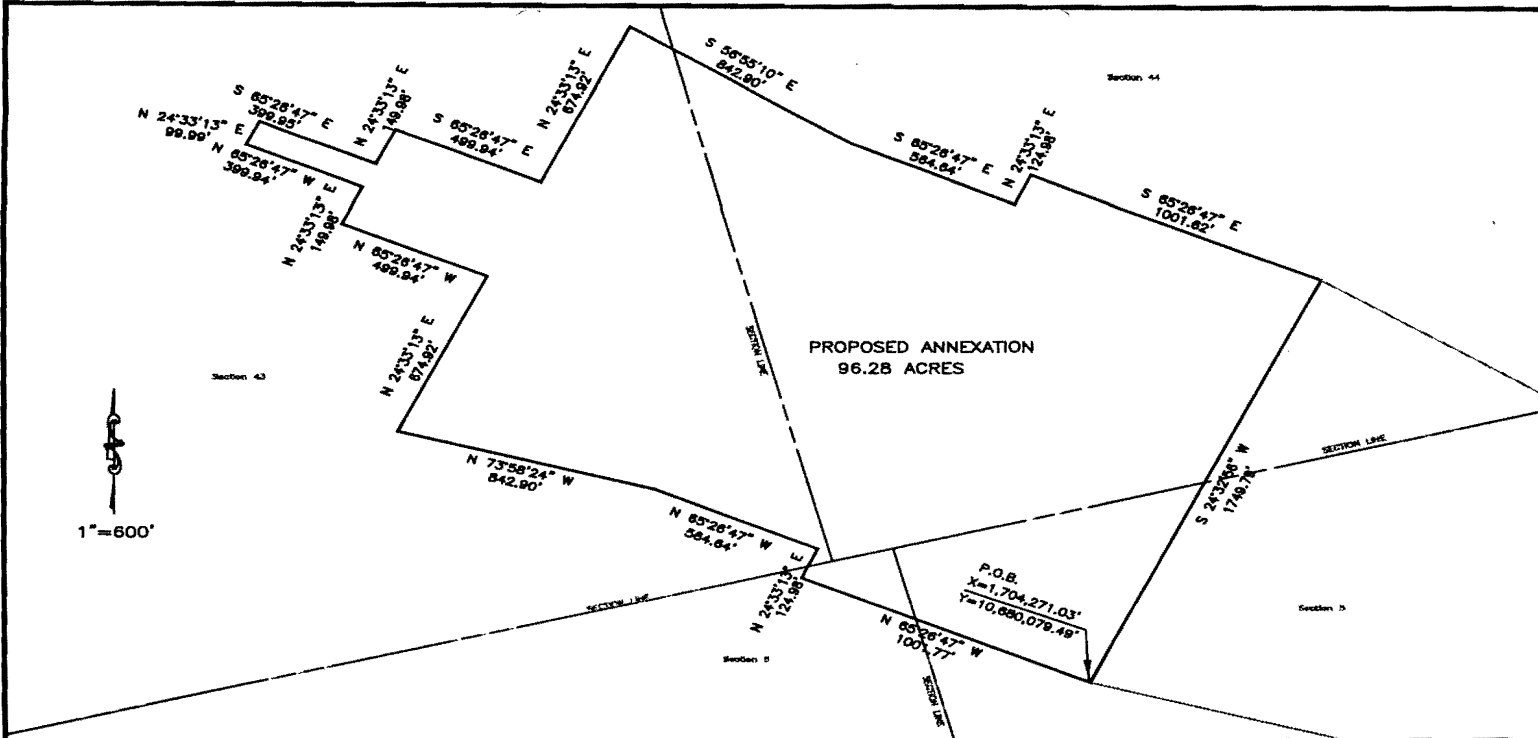


Exhibit and Field Notes
For Proposed Annexation - Tract 2

For a 96.28 acre tract out of Sections 43 and 44, Block 40, T-1-S and Sections 5 and 6, Block 40, T-2-S, T&P R.R. Co. Survey, Midland County, Texas and being more fully described as follows;

Beginning at a found 3/8" spike for the South corner of a so called Tract A as recorded in Vol. 1110, Pg. 714 of the Midland County Deed Records and having a coordinate of X= 1,709,684.16 ft., Y= 10,677,398.45 ft. The southeast corner of said Section 43 bears N 59° 21' 49" W a distance of 944.6 ft.,

Thence N 65° 26' 47" W a distance of 1001.77 ft. to a point,

Thence N 24° 33' 13" E a distance of 124.98 ft. to a point,

Thence N 65° 26' 47" W a distance of 564.64 ft. to a point,

Thence N 73° 58' 24" W a distance of 842.90 ft. to a point,

Thence N 24° 33' 13" E a distance of 674.92 ft. to a point,

Thence N 65° 26' 47" W a distance of 499.94 ft. to a point,

Thence N 24° 33' 13" E a distance of 149.98 ft. to a point,

Thence N 65° 26' 47" W a distance of 399.94 ft. to a point,

Thence N 24° 33' 13" E a distance of 99.99 ft. to a point,

Thence S 65° 26' 47" E a distance of 399.95 ft. to a point,

Thence N 24° 33' 13" E a distance of 149.98 ft. to a point,

Thence S 65° 26' 47" E a distance of 499.94 ft. to a point,

Thence N 24° 33' 13" E a distance of 674.92 ft. to a point,

Thence S 56° 55' 10" E a distance of 842.90 ft. to a point,

Thence S 65° 26' 47" E a distance of 564.64 ft. to a point,

Thence N 24° 33' 13" E a distance of 124.98 ft. to a point,

Thence S 65° 26' 47" E a distance of 1001.62 ft. to a point,

Thence S 24° 32' 56" W a distance of 1749.79 ft. to the place of beginning and containing 96.28 acres.

Bearings, distances and coordinates are based on the Texas State Coordinate System, Central Zone, NAD 83.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Richard A. Shelton 2-6-12
Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7290



Exhibit "A"

EXHIBIT B
SERVICE PLAN FOR
Tract 2

Being 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)

DEVELOPMENT SERVICES

Existing Services: Public access is not available to Tract 2 since this property is adjacent to a Midland International Airport runway.

- A. Type of service to be provided upon annexation: Tract 2 is adjacent to open airport land at the Midland International Airport. Maintenance of this open area will become the City's responsibility. Engineering services, platting, traffic studies and controls will be provided as warranted. Development and utility extension plans, right-of-ways, easements, and other typical development matters are not anticipated on this tract.
- B. Capital improvements to begin within 2 1/2 years: None

UTILITIES

Existing Services: Water and sewer services are not available to Tract 2.

- A. Type of service to be provided upon annexation: None.
- B. Capital improvements to begin within 2 1/2 years: None

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

Existing Services: Fire and emergency response provided through agreement with Midland County

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services
throughout Midland County including on site
septic system permitting

- A. Type of service to be provided upon annexation: Animal Control services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing and adopting a service plan for Tract 3, 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.

Purpose:

To consider an ordinance annexing city-owned land located south of the Midland International Airport.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 55 acre tract.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, BEING A 55.08-ACRE TRACT OF LAND OUT OF SECTION 8, 9, 16 AND 17, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED SOUTH OF MIDLAND INTERNATIONAL AIRPORT); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 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, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

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.

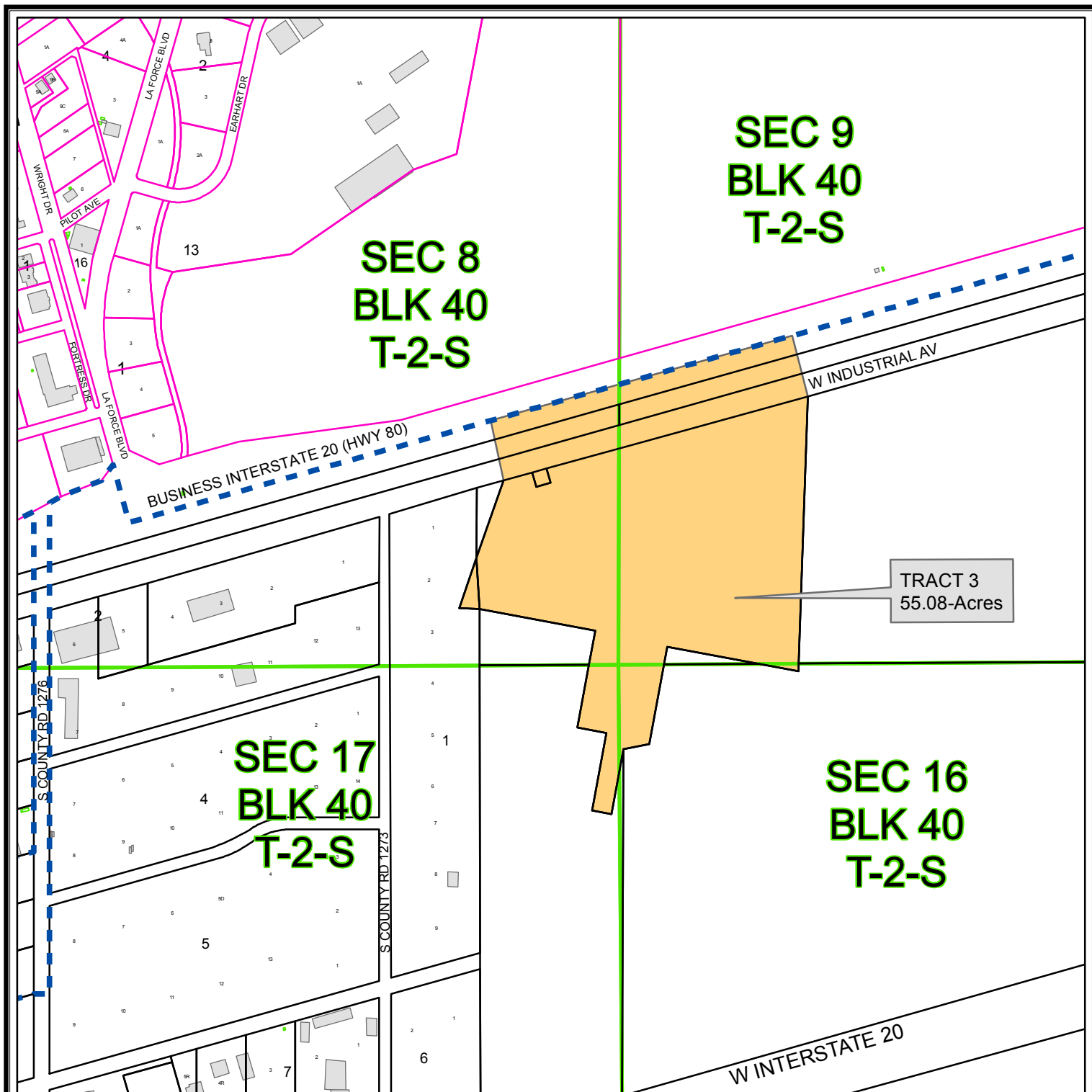
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



PROPOSED ANNEXATION MAP

M - 11 - 010

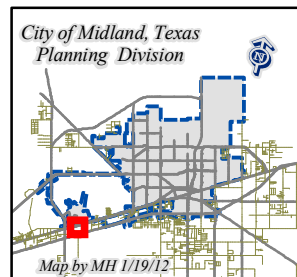
Scale: 1" = 700'

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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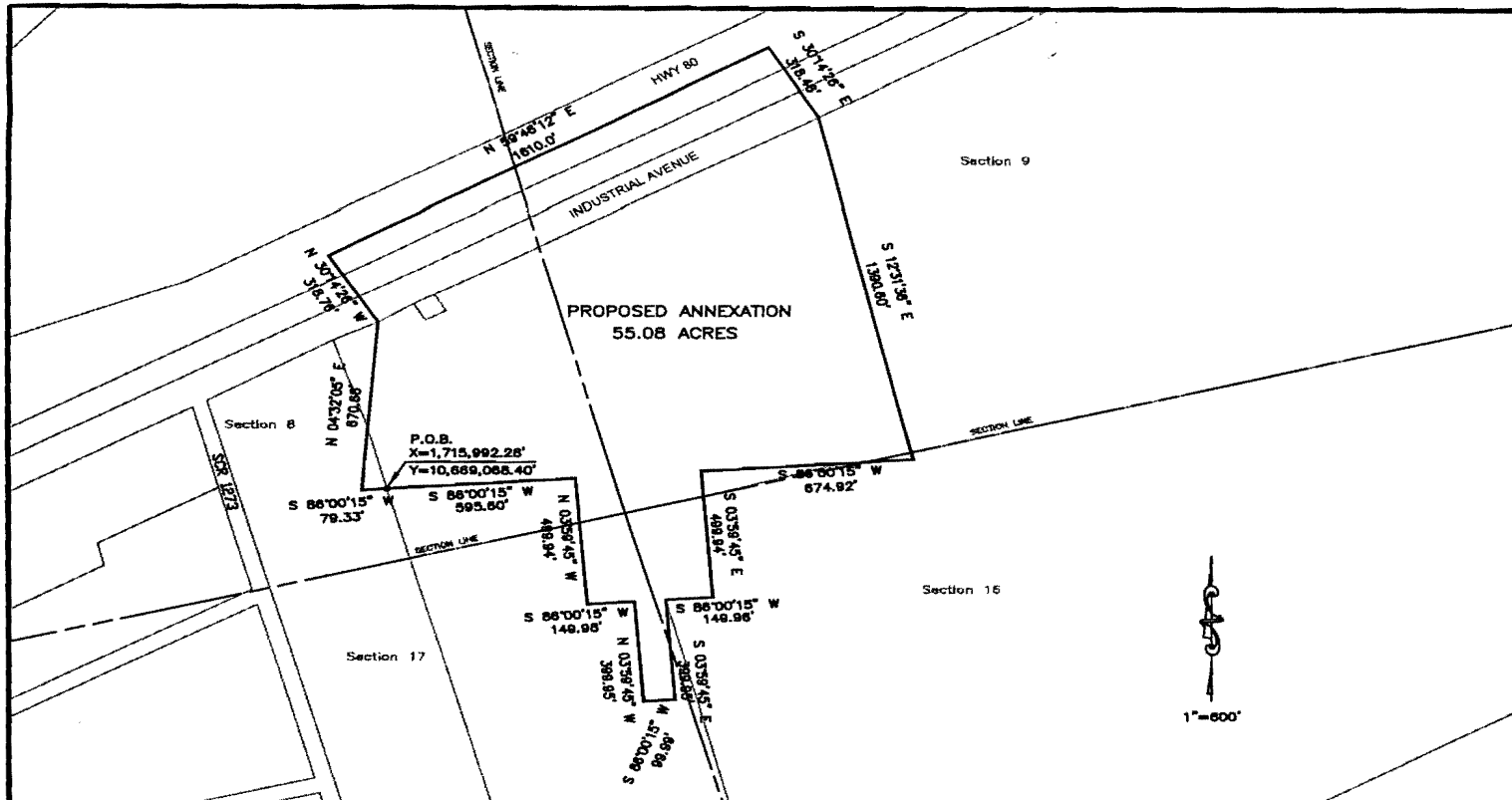


Exhibit and Field Notes
For Proposed Annexation - Tract 3

For a 55.08 acre tract out of Sections 8,9,16 and 17, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas and being more fully described as follows;

Beginning at a found ½" diameter iron rod for the most westerly southwest corner of Tract E of Vol. 1110, Pg. 714, Deed Records of Midland County and having a coordinate of X= 1,715,992.28 ft., Y= 10,669,068.40 ft.

Thence S 86° 00' 15" W a distance of 79.33 ft. to a point for the southwest corner of the herein described tract,
 Thence N 04° 32' 05" E a distance of 670.68 ft. to a point in the southeasterly ROW of Industrial Ave.,
 Thence N 30° 14' 26" W a distance of 318.76 ft. to a point in the existing city limits line of Midland, Texas,
 Thence N 59° 46' 12" E along said city limits line a distance of 1610.00 ft. to a point in same for the northeast corner of the herein described tract,
 Thence S 30° 14' 26" E a distance of 318.46 ft. to a point in the southeasterly ROW of Industrial Ave.,
 Thence S 12° 31' 36" E a distance of 1390.60 ft. to a point,
 Thence S 86° 00' 15" W a distance of 674.92 ft. to a point,
 Thence S 03° 59' 45" E a distance of 499.94 ft. to a point,
 Thence S 86° 00' 15" W a distance of 149.98 ft. to a point,
 Thence S 03° 59' 45" E a distance of 399.95 ft. to a point,
 Thence S 86° 00' 15" W a distance of 99.99 ft. to a point,
 Thence N 03° 59' 45" W a distance of 399.95 ft. to a point,
 Thence S 86° 00' 15" W a distance of 149.98 ft. to a point,
 Thence N 03° 59' 45" W a distance of 499.94 ft. to a point,
 Thence S 86° 00' 15" W a distance of 595.60 ft. to the place of beginning and containing 55.08 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 2-6-12
 Richard A. Shelton, RPLS 4356
 City of Midland, Texas
 132-685-7290



Exhibit "A"

EXHIBIT B

**SERVICE PLAN FOR
Tract 3**

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)

DEVELOPMENT SERVICES

Existing Services: Tract 3 is adjacent to Industrial Avenue located to the north.

- A. Type of service to be provided upon annexation: Tract 3 is a clear zone for one of the airport runways; it is open space for the operations of the Midland International Airport. There is also a small property (.13 acres) owned by Southwestern Bell Telephone; it is undeveloped. Maintenance of this open area will become the City's responsibility. Engineering services, platting, traffic studies and controls will be provided as warranted. Development and utility extension plans, right-of-ways, easements, and other typical development matters are not anticipated on this tract.
- B. Capital improvements to begin within 2 1/2 years: None

UTILITIES

Existing Services: Water and sewer services are not available to Tract 3.

- A. Type of service to be provided upon annexation: Water and sewer services are not currently available to this tract. Services may be made available should the City or a developer/property owner wish to extend services in accordance with the City's subdivision regulations.
- B. Capital improvements to begin within 2 1/2 years: None

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response, and traffic enforcement.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

Existing Services: Fire and emergency response provided through agreement with Midland County

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services throughout Midland County including on site septic system permitting

- A. Type of service to be provided upon annexation: Animal Control services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing and adopting a service plan for Tract 4, being a 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.

Purpose:

To consider an ordinance annexing city-owned land located east of the Midland International Airport.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 2 acre tract.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, BEING A 2.25-ACRE TRACT OF LAND OUT OF SECTION 10, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED NORTHEAST OF MIDLAND INTERNATIONAL AIRPORT); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 2.25-acre tract of land out of Section 10, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

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.

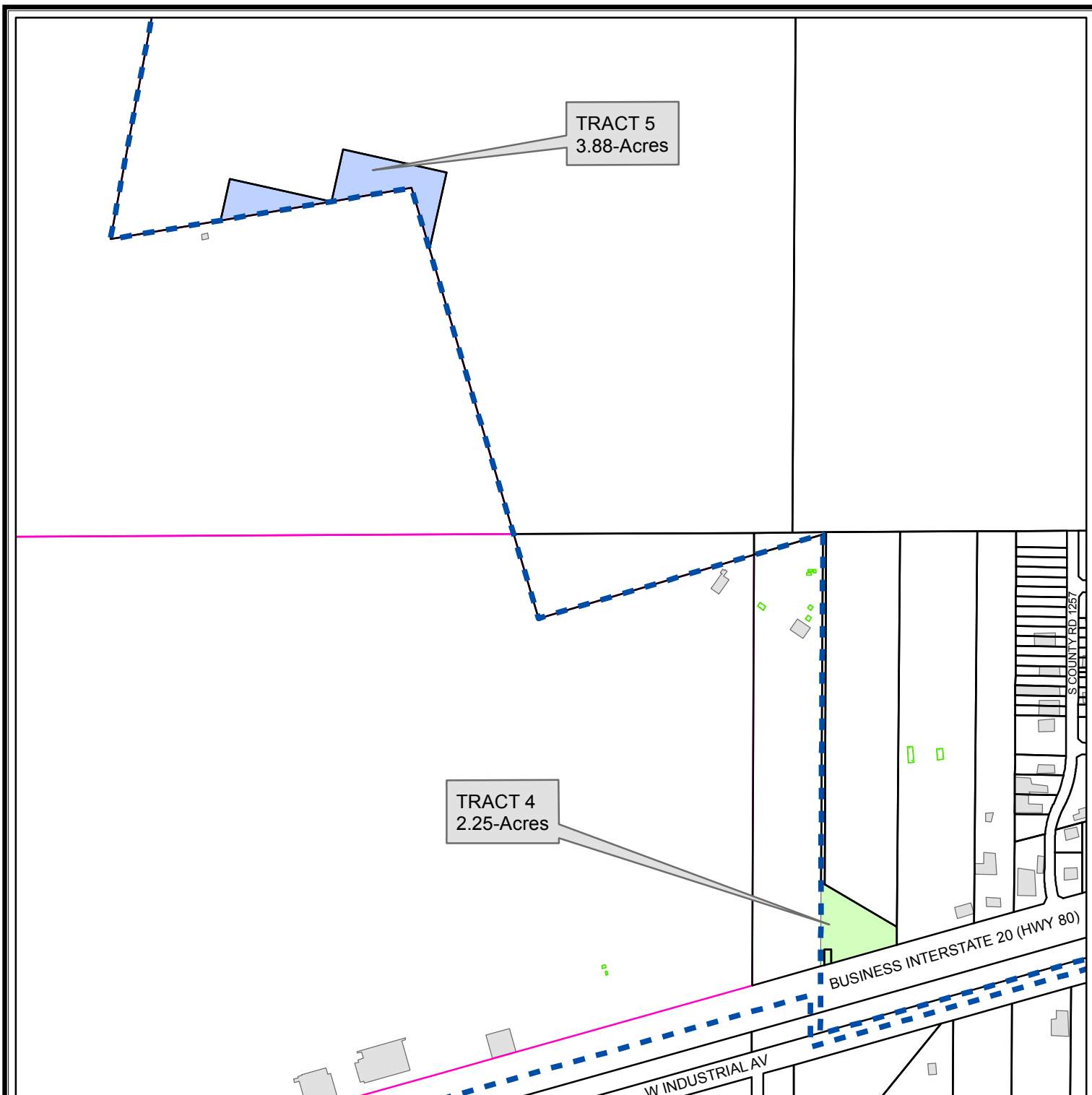
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



PROPOSED ANNEXATION MAP

M - 11 - 010

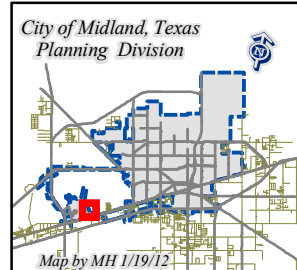
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TRACTS 4 & 5

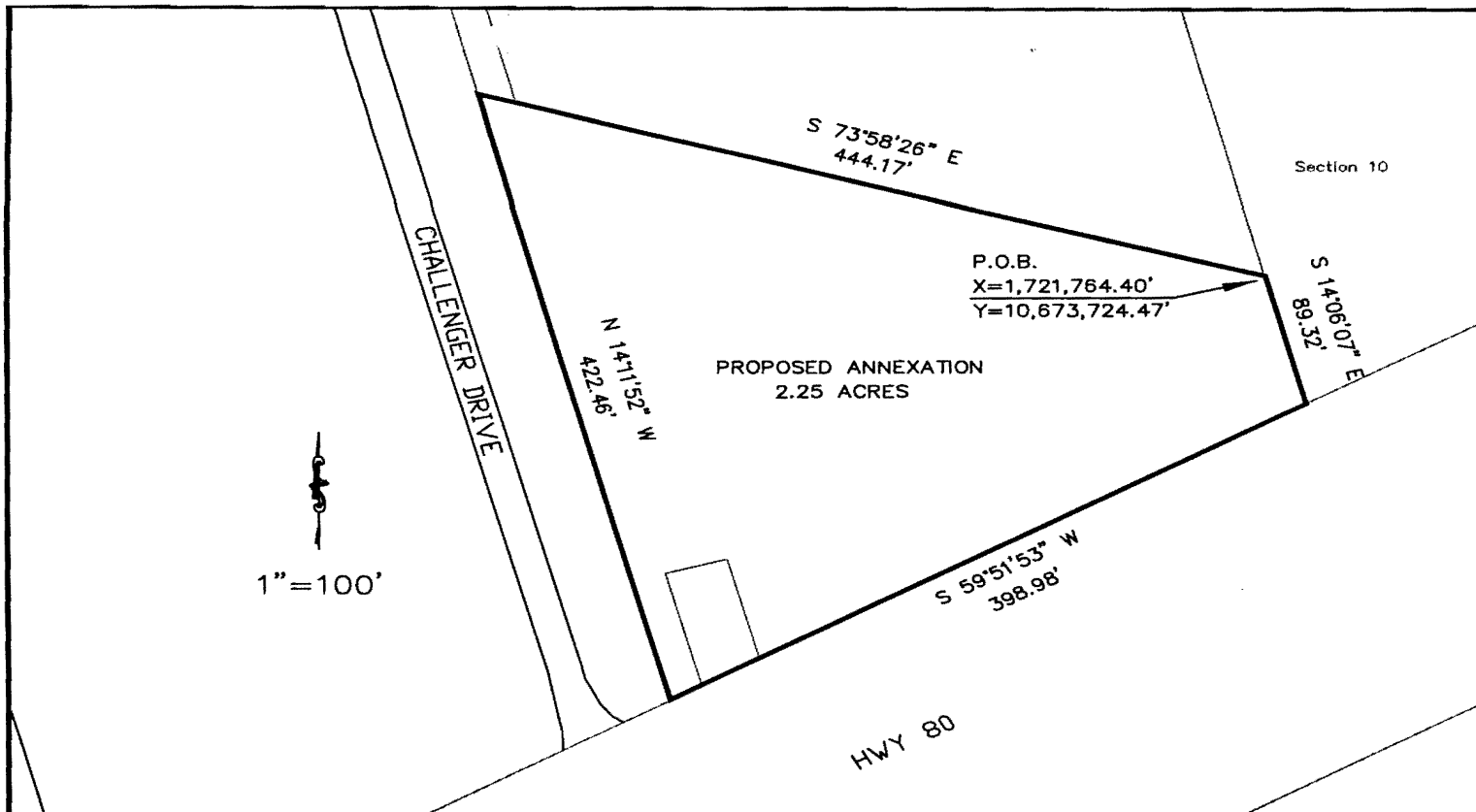
Consider a request for the annexation of (Tract 4) a 2.25-acre tract of land out of Section 10, Block 40, T-2-S and (Tract 5) a 3.88-acre tract of land out of Section 4, Block 40, T-2-S, all T & P RR Co. Survey, Midland County, Texas.

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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**Exhibit and Field Notes
For Proposed Annexation - Tract 4**

For a 2.25 acre tract out of Section 10, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas and being more fully described as follows;

Beginning at the southeast corner of a 16.05 acre tract as described in Vol. 1245, Pg. 720, Deed Records of Midland County and having a coordinate of X= 1,721,764.40 ft., Y= 10,673,724.47 ft., a ½" diameter iron rod found for the southeast corner of a 2.02 acre tract recorded in Vol. 1345, Pg. 723 of said Deed Records bears S 14° 06' 07" E a distance of 89.32 ft.,

Thence S 14° 06' 07" E a distance of 89.32 ft. to a found ½" diameter iron rod in the North line of Highway 80,

Thence S 59° 51' 53" W along said North line a distance of 398.98 ft. to a point for the southwest corner of the herein described tract,

Thence N 14° 11' 52" W along the west line of the herein described tract a distance of 422.46 ft. to a point for the northwest corner of same,

Thence S 73° 58' 26" E along the North line of the herein described tract a distance of 444.17 ft. to the place of beginning and containing 2.25 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 2-6-12
Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7290



Exhibit "A"

EXHIBIT B
SERVICE PLAN FOR
Tract 4

Being a 2.25-acre tract of land out of Section 10, Block 40, T-2-S, T&P RR. Co. Survey,
Midland County, Texas. (Generally located east of Midland International Airport)

DEVELOPMENT SERVICES

*Existing Services: Public street access is available to Tract 4
from Business I-20 and from Challenger Drive to the west.*

- A. Type of service to be provided upon annexation: Tract 4 is a remnant parcel of land associated with the operations of the Midland International Airport. Maintenance of this open area will become the City's responsibility. Engineering services, platting, traffic studies and controls will be provided as warranted. Development and utility extension plans, right-of-ways, easements, and other typical development matters are not anticipated on this tract.
- B. Capital improvements to begin within 2 1/2 years: None

UTILITIES

Existing Services: Water and sewer services are not available to Tract 4.

- A. Water and sewer services are not currently available to this tract. Services may be made available should the City or a developer/property owner wish to extend services in accordance with the City's subdivision regulations.
- B. Capital improvements to begin within 2 1/2 years: None

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response, and traffic enforcement.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

Existing Services: Fire and emergency response provided through agreement with Midland County

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services throughout Midland County including on site septic system permitting

- A. Type of service to be provided upon annexation: Animal Control services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing and adopting a service plan for Tract 5, being a 3.88-acre tract of land out of Section 4, Block 40, T-2-S, T&P RR. Co. Survey, Midland County, Texas.

Purpose:

To consider an ordinance annexing city-owned land located northeast of the Midland International Airport.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 4 acre tract.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, BEING A 3.88-ACRE TRACT OF LAND OUT OF SECTION 4, BLOCK 40, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED SOUTHEAST OF MIDLAND INTERNATIONAL AIRPORT); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 3.88-acre tract of land out of Section 4, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

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.

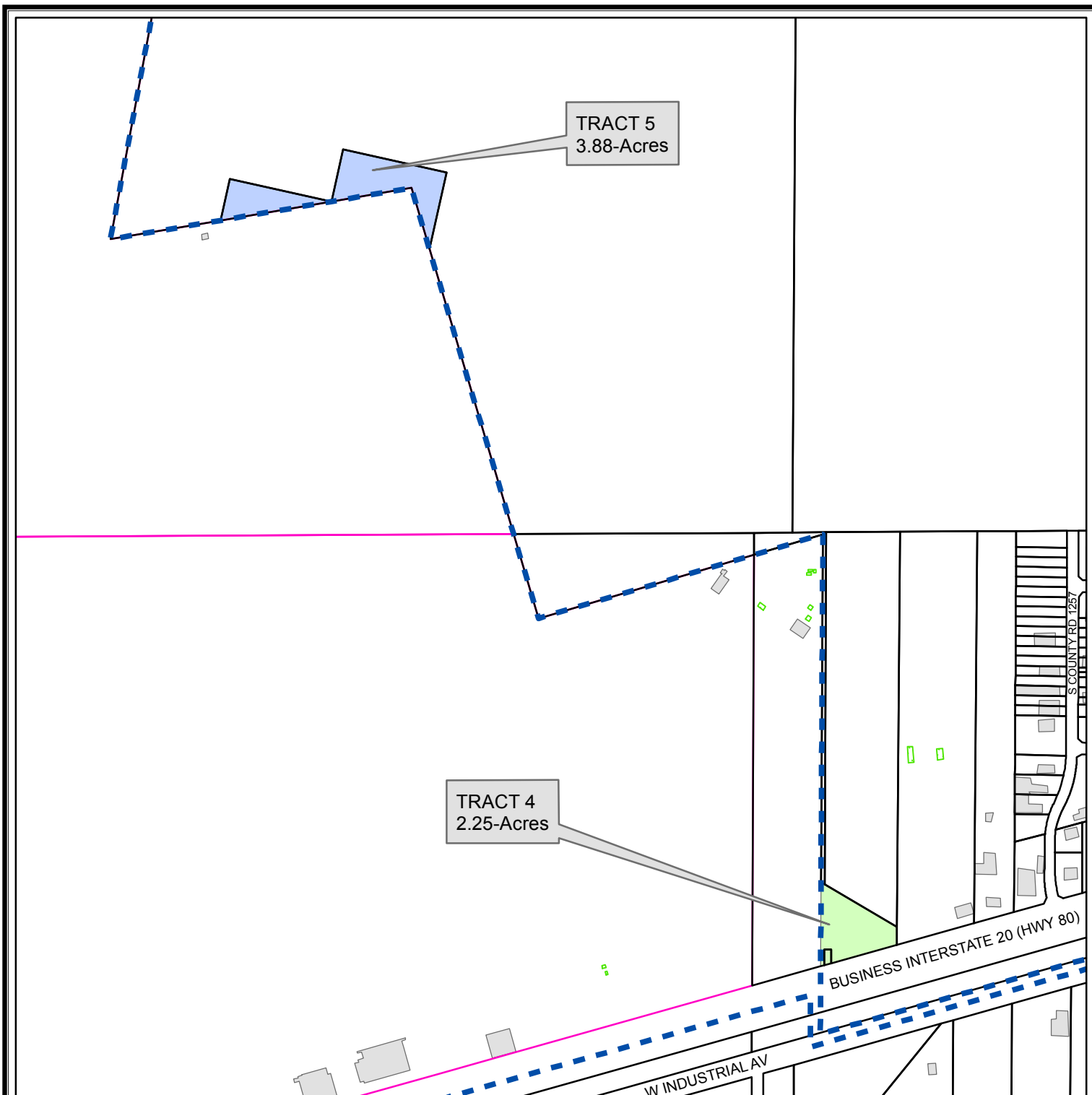
W. Wesley Perry, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney



PROPOSED ANNEXATION MAP

M - 11 - 010

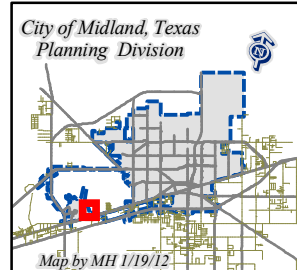
Scale: 1" = 700'

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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1"=200'

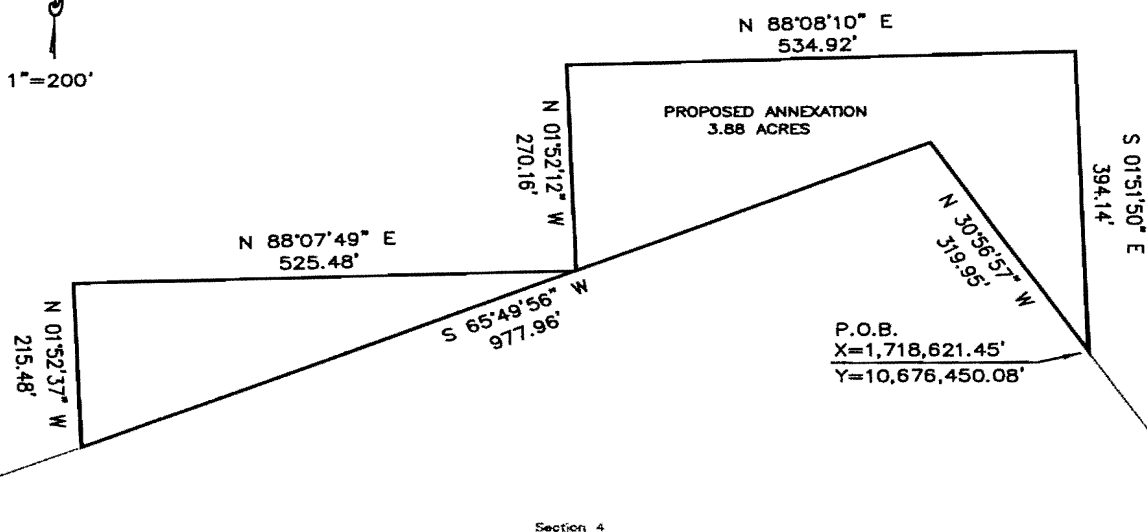


Exhibit and Field Notes
For Proposed Annexation - Tract 5

For a 3.88 acre tract out of Section 4, Block 40, T-2-S, T&P RR Co. Survey, Midland County, Texas and being more fully described as follows;

Beginning at a found 1/2" diameter iron rod for the southeast corner of a so called 2.583 acre tract described as Tract G in Vol. 1110, Pg. 714, Deed Records of Midland County, Texas and having a coordinate of X= 1,718,621.45 ft., Y= 10,676,450.08 ft.,

Thence N 30° 56' 57" W a distance of 319.95 ft. to a point,

Thence S 65° 49' 56" W a distance of 977.96 ft. to a point,

Thence N 01° 52' 37" W a distance of 215.48 ft. to a point,

Thence N 88° 07' 49" E a distance of 525.48 ft. to a point,

Thence N 01° 52' 12" W a distance of 270.16 ft. to a point,

Thence N 88° 08' 10" E a distance of 534.92 ft. to a point,

Thence S 01° 51' 50" E along the East line of the said 2.583 ac. tract a distance of 394.14 ft. to the place of beginning and containing 3.88 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 2-6-12
Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7290



Exhibit "A"

EXHIBIT B
SERVICE PLAN FOR
Tract 5

Being a 3.88-acre tract of land out of Section 4, Block 40, T-2-S, T&P RR. Co. Survey, Midland County, Texas. (Generally located northeast of Midland International Airport)

DEVELOPMENT SERVICES

Existing Services: Public street access is not available to Tract 5.

- A. Type of service to be provided upon annexation: Tract 5 is a remnant parcel of land located at the end of a runway at the Midland International Airport. Maintenance of this open area will become the City's responsibility. Engineering services, platting, traffic studies and controls will be provided as warranted. Development and utility extension plans, right-of-ways, easements, and other typical development matters are not anticipated on this tract.
- B. Capital improvements to begin within 2 1/2 years: None

UTILITIES

Existing Services: Water and sewer services are not available to Tract 5.

- A. Type of service to be provided upon annexation: none
- B. Capital improvements to begin within 2 1/2 years: None.

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

Existing Services: Fire and emergency response provided through agreement with Midland County

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services
throughout Midland County including on site
septic system permitting

- A. Type of service to be provided upon annexation: Animal Control services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



City Council Agenda

Approved for Agenda:
JNichols
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL/CITY MANAGER

FROM: Cameron Walker, AICP

SUBJECT: Consider an ordinance annexing and adopting a service plan for Tract 6, 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.

Purpose:

To consider an ordinance annexing city-owned land located on the north side of the Mockingbird Lane extension, east of Avalon Drive.

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:

Public hearings were held on February 28th and February 29th, 2012. It is now appropriate for the Council to consider an ordinance annexing this approximate 4 acre tract. It is the location of a city water tower.

Attachments:

Map
Proposed Ordinance and Exhibit B: Service Plan

ORDINANCE NO.

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO CERTAIN AREAS ADJOINING THE PRESENT CITY LIMITS, 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, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS IN SECTION ONE HEREOF (GENERALLY LOCATED ON THE NORTH SIDE OF THE MOCKINGBIRD LANE EXTENSION, EAST OF AVALON DRIVE); AND APPROVING A PUBLIC SERVICE PLAN

WHEREAS, public hearings before the City Council of the City of Midland, Texas, a home rule municipal corporation, where all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory, were held in the City Council Chambers on February 28, 2012 and February 29, 2012; and

WHEREAS, notice of such public hearings was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on February 16, 2012;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 3.57-acre tract of land out of Section 13, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas, and being more fully described by metes and bounds attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That the service plan, attached hereto as Exhibit "B", which provides for the extension of municipal services into the area described above in Section One, is hereby approved.

SECTION THREE. That this ordinance be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication

thereof.

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

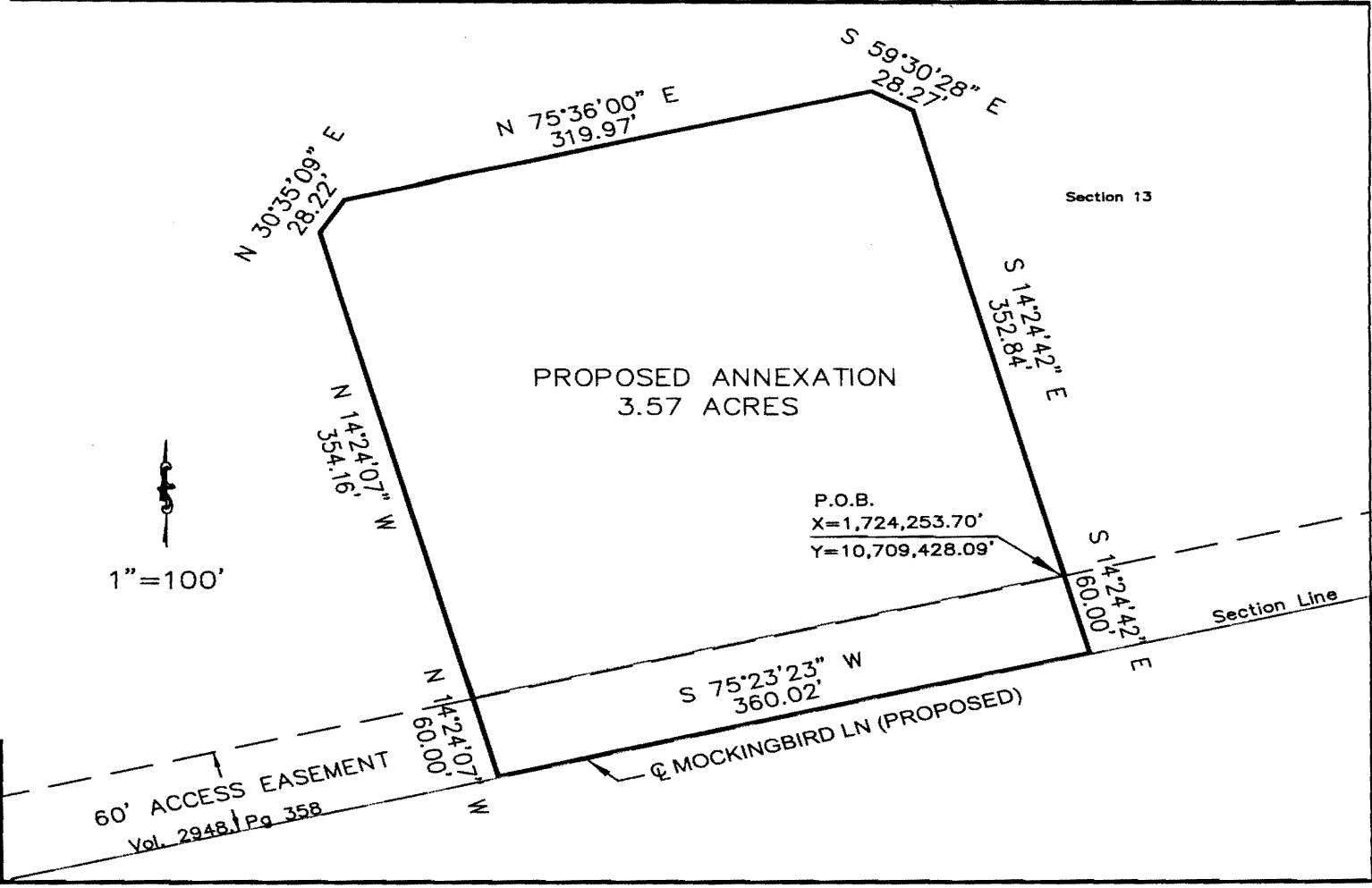


Exhibit and Field Notes
For Proposed Annexation - Tract 6

For a 3.57 acre tract out of Section 13, Block 40, T-1-S, T&P R.R. Co. Survey, Midland County, Texas and being more fully described as follows;

Beginning at a found ½" diameter iron rod for the southeast corner of a 3.08 acre tract to the City of Midland, Texas as recorded in Vol. 2948, Pg. 358 of the Midland County Deed Records and having a coordinate of X= 1,724,253.70 ft., Y= 10,709,428.09 ft. and also being in the North line of a 60 ft. wide access easement,

Thence S 14° 24' 42" E crossing said easement a distance of 60.0 ft. to a point in the South line of said Section 13 for the southeast corner of the herein described tract,

Thence S 75° 23' 23" W along the said South line of said Section 13 a distance of 360.02 ft. to a point in same for the southwest corner of the herein described tract,

Thence N 14° 24' 07" W crossing said easement a distance of 60.0 ft. to a found ½" diameter iron rod for the southwest corner of said 3.08 acre tract,

Thence N 14° 24' 07" W along the West line of said 3.08 acre tract a distance of 354.16 ft. to a found ½" diameter iron rod,

Thence N 30° 35' 09" E a distance of 28.22 ft. to a found ½" diameter iron rod in the North line of said 3.08 acre tract,

Thence N 75° 36' 00" E along the north line of said 3.08 acre tract a distance of 319.97 ft. to a found ½" diameter iron rod,

Thence S 59° 30' 28" E a distance of 28.27 ft. to a found ½" diameter iron rod in the East line of said 3.08 acre tract,

Thence S 14° 24' 42" E along the East line of said 3.08 acre tract a distance of 352.84 ft. to the place of beginning and containing 3.57 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 2-6-12
Richard A. Shelton, RPLS 4356
City of Midland, Texas
432-685-7290



Exhibit "A"

EXHIBIT B

**SERVICE PLAN FOR
Tract 6**

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)

DEVELOPMENT SERVICES

Existing Services: Public street access is not available to Tract 6.

- A. Type of service to be provided upon annexation: Maintenance of all facilities will become the City's responsibility. Engineering services, platting, traffic studies and controls will be provided as warranted. Development and utility extension plans, right-of-ways, easements, and other typical development matters are anticipated in this general area and by other property owners. Tract 6 is a developed water tower on city owned land. The majority of this tract is encumbered by the tower and associated facilities. Mockingbird Lane is expected to be constructed adjacent to this land in the future. The City may participate in the development costs associated with Mockingbird Lane paving and other infrastructure adjacent to this Tract and in conformance with the City's participation policies.
- B. Capital improvements to begin within 2 1/2 years: None

UTILITIES

Existing Services: Water and sewer services are not available to Tract 6.

- A. Type of service to be provided upon annexation: none
- B. Capital improvements to begin within 2 1/2 years: None.

POLICE

Existing Services: None

- A. Type of service to be provided upon annexation: emergency and routine call response, and traffic enforcement.
- B. Capital improvements to begin within 2 1/2 years: No improvements anticipated.

FIRE

Existing Services: Fire and emergency response provided through agreement with Midland County

- A. Fire and EMS Service to be provided upon the effective date of annexation: All services are currently available and will continue following annexation.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.

COMMUNITY SERVICES

Existing Services: Health and Senior Services throughout Midland County including on site septic system permitting

- A. Type of service to be provided upon annexation: Animal Control services including pick up, impoundment, records maintenance, adoption and education will be immediately available.
- B. Capital improvements to begin within 2 1/2 years: None anticipated.



City Council Agenda

Approved for Agenda:
CSharp
City Manager's Office

MEETING DATE: March 20, 2012

TO: CITY COUNCIL

FROM: COURTNEY SHARP

SUBJECT: RESOLUTION – RECONSIDERATION OF MEX-TEX HOURS OF OPERATION

Purpose:

Staff was directed to place this item on the agenda for reconsideration by the Council.

Recommended City Council Action

☐ Approve

☐ Deny

☒ Direction/Informational

Fiscal Impact:

N/A

Discussion:

Council considered this request by the Midland Hispanic Chamber of Commerce to operate the Mex-Tex Family Fiesta Concert until 1:00 a.m. (Resolution No 2012-005) and the request was denied for the extended hour.

Several Councilmembers were under the impression that the concert stage would face Loop 250 as was required last year to minimize the noise complaints from the neighborhood. The Chamber wants to have the stage installed the way they had it two years ago because according to the Chamber it will cost an additional \$5,000.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MIDLAND
HISPANIC CHAMBER OF COMMERCE TO OPERATE
THE MEX-TEX FAMILY FIESTA CONCERT UNTIL
1:00 A.M. ON SUNDAY, JUNE 10, 2012 AT THE
SCHARBAUER SPORTS COMPLEX; AND THAT
RESOLUTION NO. 2012-005 IS HEREBY RESCINDED**

WHEREAS, the Midland Hispanic Chamber of Commerce has requested to operate a concert for the Mex-Tex Family Fiesta taking place on June 8-10, 2012 at the Scharbauer Sports Complex;

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

SECTION ONE. That the City Manager is hereby authorized and directed, on behalf of the City of Midland, to allow the Mex-Tex Family Fiesta and concert special event to operate until 1:00 a.m. on Sunday, June 10, 2012.

SECTION TWO. That Resolution No. 2012-005 is hereby rescinded.

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 of Midland
City Secretary's Office
Interoffice Memorandum

Date: March 15, 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 March 20, 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.

MIDLAND CENTRAL APPRISAL DISTRICT – One vacancy expires December 31, 2012.

MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX DEVELOPMENT CORPORATION – Two terms expired in November 2011.

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION – Three vacancies expired on January 1, 2007, one term expired on January 1, 2009, two terms expired on January 1, 2010 and one term expired on January 1, 2012.

MIDLAND HOUSING FINANCE CORPORATION –One vacancy expired on September 30, 2010 and two terms expired on September 30, 2011.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD – One vacancy.

PARKS AND RECREATION COMMISSION –One term expired on September 30, 2011 and one vacancy term expiring on 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

March 20, 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>
Tyler Wolfe	04/11*	Sept 30 2012	Sept 30 2012
Jon S. Blair	02/09*	Sept 30 2012	Sept 30 2014
Karmen Hendrix Bryant	02/12*	Sept 30 2013	Sept 30 2017
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>
Vacancy (Fred Poe)	12/95	Dec 31 2013

MIDLAND DEVELOPMENT CORPORATION

(Membership - 5; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Michael Trost	02/11*	Jan 14 2013	Jan 14 2019
Cary J. Love	12/09	Jan 14 2013	Jan 14 2016
Gary Douglas	11/11*	Jan 14 2013	Jan 14 2019
Laura Roman	01/08	Jan 14 2014	Jan 14 2014
Robert Rendall, Chairman	01/09*	Jan 14 2014	Jan 14 2017

- Indicates appointment to an unexpired term.

**MIDLAND FOOTBALL-SOCCER AND BASEBALL COMPLEX
DEVELOPMENT CORPORATION**

(Decision Making)

Membership - 7; Terms - 2 Years)

	<u>Appt Date</u>	<u>Eligibility Term Expires</u>	<u>Expires</u>
Ken Marks, Vice President	10/07	Nov 2011	Nov 2011
James G. Smith	12/07	Nov 2011	Nov 2011
Mike Thompson	11/11	Nov 2013	Nov 2015
Tim Bryson	11/11	Nov 2013	Nov 2015
Wesley D. Bownds	02/09*	Nov 2013	Nov 2013
John James	08/08*	Nov 2013	Nov 2013
Rick Davis (MISD Resp.)	10/10*	Nov 2013	Nov 2015

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Curt Kamradt	11/05*	Jan 1 2012	Jan 1 2012

MIDLAND HOUSING FINANCE CORPORATION

(Decision Making)

(Membership - 5; Terms - 2 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Vacancy - (Damon L. Blakeley)	07/07*	Sept 30 2010	
Adrienne Valencia	10/07	Sept 30 2011	Sept 30 2011
Melissa Wicker	10/07	Sept 30 2011	Sept 30 2011
Jerry Morales (Liaison Officer)	10/08	Sept 30 2012	Sept 30 2012
Nathan Miller	11/11*	Sept 30 2012	Sept 30 2016

- Indicates appointment to an unexpired term.

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

Appt. Date**Vacancy**

Richard Hatchett	11/08
W. L. "Scooter" Brown	09/04
Ken Burgess	09/04
Jim Hightower	11/08
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership - 6; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Willie Barber	09/08	Sept 30 2012	Sept 30 2012
Raymond McCarthy	09/08	Sept 30 2012	Sept 30 2012
Michael Trost	09/08	Sept 30 2012	Sept 30 2012
John H. James	09/09	Sept 30 2013	Sept 30 2013
Karen York	06/09*	Sept 30 2013	Sept 30 2013
Guy McKenize	03/11*	Sept 30 2013	Sept 30 2015

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Richard D. Dunham (Realtor/Petro Eng.)	01/10	Sept 30 2013	Sept 30 2016
D. Patrick Darden (Petroleum Eng.)	02/10	Sept 30 2012	Sept 30 2015
Don Eubank (Drilling Eng.)	04/10	Sept 30 2012	Sept 30 2015
Paul Brown	11/11	Sept 30 2014	Sept 30 2017
David Rosen	11/11	Sept 30 2014	Sept 30 2017

* Indicates appointment to an unexpired term.

PARKS AND RECREATION COMMISSION

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Berry Simpson	09/10*	Sept 30 2011	Sept 30 2017
Vacancy – (Richard J. McGrath)	09/10	Sept 30 2013	Sept 30 2016
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.



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: _____

Address: _____

(City)

(State)

(Zip)

I am ____ I am not ____ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ____ years.

Professional and/or Community Activities:

What is your personal vision for the City?

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Please tell us why you are interested in serving on this board or commission.

Date: _____

Phone: _____ (Home)

_____ (Business)

Email: _____

Are you a graduate of Midland 101? ____yes ____no

Occupation: _____

What contribution would you most like to make?

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Applications may be submitted online via email or print in order to send by mail or fax:

**City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433**